



CITY COUNCIL MEETING AGENDA

7:00 PM - Tuesday, April 25, 2023
via Videoconference and In Person

Please Note: The City Council will meet in person as well as via Telephone/Video Conference

Telephone: 1-669-444-9171 / Webinar ID: 825 4866 2043

**[https://losaltosca-
gov.zoom.us/j/82548662043?pwd=RzdYWVWQ4ZWthTWNCVHpjRGd4M3Nodz09](https://losaltosca.gov.zoom.us/j/82548662043?pwd=RzdYWVWQ4ZWthTWNCVHpjRGd4M3Nodz09)**

Passcode: 436467

TO PARTICIPATE IN-PERSON: Members of the public may also participate in person by being present at the Los Altos Council Chamber at Los Altos City Hall located at 1 N. San Antonio Rd, Los Altos, CA.

TO PARTICIPATE VIA VIDEO: Follow the link above. Members of the public will need to have a working microphone on their device and **must have the latest version of ZOOM installed** (available at <https://zoom.us/download>). To request to speak, please use the “Raise hand” feature located at the bottom of the screen.

TO PARTICPATE VIA TELEPHONE: Members of the public may also participate via telephone by calling the number listed above. To request to speak, press *9 on your telephone.

TO SUBMIT WRITTEN COMMENTS: Prior to the meeting, comments on matters listed on the agenda may be emailed to PublicComment@losaltosca.gov. Emails sent to this email address are sent to/received immediately by the City Council. Please include a subject line in the following format:

PUBLIC COMMENT AGENDA ITEM ## - MEETING DATE

Correspondence submitted in hard copy/paper must be received by 2:00 PM on the day of the meeting to ensure distribution prior to the meeting. Correspondence received prior to the meeting will be included in the public record. .

Public testimony will be taken at the direction of the Mayor, and members of the public may only comment during times allotted for public comments.

AGENDA

CALL MEETING TO ORDER

ESTABLISH QUORUM

PLEDGE ALLEGIANCE TO THE FLAG

REPORT ON CLOSED SESSION

CHANGES TO THE ORDER OF THE AGENDA

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Members of the audience may bring to the Council's attention any item that is not on the agenda. Speakers are generally given two or three minutes, at the discretion of the Mayor. Please be advised that, by law, the City Council is unable to discuss or take action on issues presented during the Public Comment Period. According to State Law (also known as "The Brown Act") items must first be noted on the agenda before any discussion or action.

1. Public Comment, Item Not on the Agenda

SPECIAL ITEMS

- a. May is Bike Month

CONSENT CALENDAR

These items will be considered by one motion unless any member of the Council or audience wishes to remove an item for discussion. Any item removed from the Consent Calendar for discussion will be handled at the discretion of the Mayor.

1. Approve Minutes of the City Council Regular meeting of April 11, 2023. (M. Thurman)
2. Consider authorizing the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program to provide for funding from the City of Los Altos in the amount of \$77,447 for the Countywide Hazardous Waste Disposal Program for FY 2023/24, and consider finding the Council's action exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15273. (C. Leedom)
3. Waive Second Reading and Adopt Ordinance No. 2023-xxx prohibiting the possession of firearms in sensitive places (J. Maginot)
4. Adopt a Resolution for the Approval of Guidelines for the submission and tabulation of protests in connection with Rate Hearings conducted pursuant to Article XIID, Section 6 of the California Constitution (A. Fairman)
5. Treasurer's Report – Month Ended January 31, 2023 (J. Du)
6. Adoption of a Resolution of a Memorandum of Understanding (MOU) between City of Los Altos & Los Altos Police Officer Association (LAPOA); five (5) year agreement (I. Silipin)

PUBLIC HEARINGS

7. Introduce and Waive further reading of an ordinance of the City Council of the City of Los Altos adding chapter 14.75 to the Los Altos municipal code to implement certain provisions of program 3.K of the sixth cycle Housing Element Update, this ordinance is exempt from environmental review pursuant to section 15061(b)(3) of the state guidelines implementing the California environmental quality act of 1970. (N. Zornes)

DISCUSSION ITEMS

- [8.](#) Provide direction on the meeting frequency, membership, and powers and duties of various Commissions. (A. Carnesecca)
- [9.](#) Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element 2023-2031, and report on March 30, 2023 findings letter from the Department of Housing and Community Development (HCD) post 60-day review, and response to required amendments to the draft Housing Element to obtain certification. (N. Zornes)

INFORMATIONAL ITEMS ONLY

- [10.](#) Status Update on the Sewer Master Plans (T. Nguyen)
- [11.](#) Tentative Council Calendar

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

ADJOURNMENT

(Council Norms: It will be the custom to have a recess at approximately 9:00 p.m. Prior to the recess, the Mayor shall announce whether any items will be carried over to the next meeting. The established hour after which no new items will be started is 11:00 p.m. Remaining items, however, may be considered by consensus of the Council.)

SPECIAL NOTICES TO THE PUBLIC

In compliance with the Americans with Disabilities Act, the City of Los Altos will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Clerk 72 hours prior to the meeting at (650) 947-2610.

Agendas Staff Reports and some associated documents for City Council items may be viewed on the Internet at <http://www.losaltosca.gov/citycouncil/online/index.html>.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, and that are distributed to a majority of the legislative body, will be available for public inspection at the Office of the City Clerk's Office, City of Los Altos, located at One North San Antonio Road, Los Altos, California at the same time that the public records are distributed or made available to the legislative body.

If you wish to provide written materials, please provide the City Clerk with 10 copies of any document that you would like to submit to the City Council for the public record.



PUBLIC CORRESPONDENCE

The following is public correspondence received by the City Clerk’s Office after the posting of the original agenda. Individual contact information has been redacted for privacy. This may *not* be a comprehensive collection of the public correspondence, but staff makes its best effort to include all correspondence received to date.

To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov

From: [Sybil J. Cramer](#)
To: [Public Comment](#)
Subject: Enforce Gasoline Leaf Blower Ban
Date: Saturday, April 15, 2023 8:27:11 AM
Attachments: [deed-logo.png](#)

Dear Honorable Council Members,

Enforcing the Los Altos Ban on Gasoline Landscaping Equipment works!

Several years ago, I hired a landscaping company that already had electric landscaping equipment to care for our yard and garden. Ernesto Martinez gardenservice003@gamil.com.

In the hiring interview, I learned that Mr. Martinez switched to electric equipment after he had received 2 citations from the ordinance enforcement police officer - I believe he said that he paid 2 fines: \$125 and \$250.

Enforcement works! However, in your consideration of updating the Los Altos Ordinance (originally passed by the council in 1960) I would like to recommend the following:

- • Increase the fines to \$250, \$500, \$1,000 — (1960 rates need to be updated)

- • Incentivize a proactive code enforcement officer who patrols and issues citations for violations they see.

- NB The City of Palo Alto has already hired such a designated officer.

- • Fine the homeowner — After a first warning information sheet.

- This sheet should list the

- 1. detrimental effects of the emissions from gasoline leaf blowers —

- 2. the list of fines and the name of the enforcement officer —

- 3. a list of the locations for purchasing electric landscaping equipment and

the cost of various ones.

- 4. any discounts offered at local Los Altos Hardware for the purchase of equipment. and perhaps also ACE on E. Charleston in Mt. View and / or other sources.

Thank you for your time and interest in considering my message.

All best regards,
Sybil
291 Margarita Court
Los Altos 94022
Sybil Cramer
Volunteer Parent Liaison, LAHS Green Team
Co-Chair, LAHS PTSA Sustainability Committee

Chapter Secretary,
Silicon Valley Electric Auto Assoc.



From: [Sue Young](#)
To: [Public Comment](#)
Subject: [External Sender]LA Leaf Blower ordinance
Date: Saturday, April 15, 2023 5:36:17 PM

Dear Los Altos City Council Members:

I will not be able to attend the April 25 City Council meeting due to a temporary medical limitation but wanted to write and express my opinion for updating the current Los Altos City ordinance regarding gas leaf blowers.

I would like to see the ordinance updated to:

- fine the homeowner, resident
- increase the current fines to \$250 for the first offense, \$500 for the second offense, and \$1000 for the third and subsequent offenses. These increased fines would be taken more seriously and help the city general fund.
- increase enforcement of the code by creating incentives as we currently see no priority on enforcement or significant data showing any enforcement.

By doing this, perhaps other cities will follow for an even more effective ordinance. Thank you for your attention on this matter. As you know the ban on gas leaf blowers was created to improve the health and environment so we need stronger enforcement.

Best regards,
Sue Young
(Los Altos Resident for 30 years)

From: [Rowena Dodson](#)
To: [Public Comment](#)
Subject: Consideration for leaf blower law changes
Date: Sunday, April 16, 2023 5:50:17 AM

Dear Council,

Thank you for your consideration of my comments. I live on Van Buren Street in Los Altos. Many of my neighbors' gardeners use gas leaf blowers, and often just when I want to enjoy my yard (Friday dinnertime, Saturday morning, both times when I like to relax on my patio). I have distributed fliers and sent emails regarding the law in Los Altos that prohibits using gas blowers. A couple of my neighbors responded positively and had their gardener start using electric blowers. However, the majority have continued with the status quo. At this point, if I were to call the city to report these violations, they would totally know that it was me and this would detrimentally affect our relations. Therefore, I feel there is no recourse.

My main concerns are for the environment, noise pollution and ultimately the health of the gardeners and we residents. The changes that we are urging for the city council would address these issues. Independent enforcement would remove the burden on neighbors to „report“ their friends for these violations. Fining the homeowner would put the onus on the person with the financial ability to help the gardener switch over and to inform themselves of the programs the city is offering to help gardeners switch. And increasing the fines would be likely to be more impactful to encourage positive change.

If we are going to make this law a reality rather than just words on paper, I strongly urge you to make the suggested changes to this law (see above) and to hire sufficient enforcement so that people take it seriously and start to comply.

Thank you very much,
Rowena Dodson
Los Altos, CA 94022

Sent from my iPad

From: [Rowena Dodson](#)
To: [Public Comment](#)
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If we are going to make this law a reality rather than just words on paper, I strongly urge you to make the suggested changes to this law (see above) and to hire sufficient enforcement so that people take it seriously and start to comply.

Thank you very much,
Rowena Dodson
Los Altos, CA 94022

Sent from my iPad

From: [Myra & Carl Orta](#)
To: [City Council](#); [Public Comment](#)
Subject: gas power leaf blowers
Date: Sunday, April 16, 2023 4:55:58 PM

Honorable Mayor and City Council,

It seems ludicrous that after 32 years of Los Altos having passed an ordinance banning gas power leaf blowers that we are still discussing this issue.

In 1991 Myra and Carl Orta were leaders in organizing this ban. It became a hot issue for those who want autonomy to do as they please in their own yard, against those residents who are concerned with the environment and the right to the enjoyment of peace and quiet in their own place. The issue was decided by the ballot box. The overwhelming majority voted to ban blowers. Our group acronym was BAN which stands for "Blowers Annoy Neighbors".

At that time, we had a very supportive Police Chief, Lucy Carlton. She organized a police blitz in different neighborhoods. The gardener paid a fine of \$100 if he was caught using the blower. It is ineffective and subsequent Police Chiefs have had varying attitudes towards the importance of this issue. Following our lead, Palo Alto passed a gas power leaf blower ban and currently has installed penalties of \$250, \$500, \$1,000 fines for 1st, 2nd, 3rd time violations, paid by the property owner.

I propose that Los Altos follow the lead of Palo Alto and install the same fines for violations to the property owners, also organize a blitz program where one neighborhood is checked by the police and fines are issued. The current state ruling that goes into effect in 2024 prohibits the sale of gas powered gardening equipment but it does not address the use and gardeners who already own this equipment can continue to use it, except in the towns where they have been banned, like Los Altos. Let's enforce our ban with real consequences.



Proclamation
Of the Mayor
Of the City of Los Altos, California

WHEREAS, National Bike Month was established in May 1956 and is sponsored by the League of American Bicyclists. Today, millions of Americans engage in bicycling as affordable, environmentally-sound transportation, an excellent form of exercise, and wholesome family recreation; and

WHEREAS, the bicycle is an economical, healthy and convenient form of transportation and an excellent tool for recreation and enjoyment of Los Altos' scenic beauty; and

WHEREAS, throughout the month of May, the residents of Los Altos and its visitors will experience the joys of bicycling through educational programs, bike rodeos, commuting events, recycling events, or by simply getting out and going for a ride; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the City's economy, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, our goal in Los Altos for 'May is Bike Month' is to encourage our residents of all ages —and abilities — to become lifelong cyclists;

NOW THEREFORE, the City of Los Altos hereby proclaims May 2023 as Bike Month, asking our residents to join in to support bicycling, to participate in the events planned and urging all road users to share the road safely with bicyclists.

MAY IS BIKE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Los Altos this 25th day of April 2023.

Sally Meadows, MAYOR



**CITY COUNCIL MEETING
MINUTES
7:00 PM - Tuesday, April 11, 2023
via Videoconference and In Person**

CALL MEETING TO ORDER

At 7:04 p.m. Mayor Meadows called the meeting to order.

ESTABLISH QUORUM

PRESENT: Councilmembers Fligor (via Zoom), Lee Eng, Dailey, Vice Mayor Weinberg, Mayor Meadows

ABSENT: None

Pursuant to California Government Code Section 54953, Council Member Fligor participated in the meeting via videoconference. The videoconference location was identified in the notice for this meeting. Councilmember Fligor confirmed that she could hear the proceedings, attested to having posted the agenda properly at her location, and that the location was publicly accessible and that no members of the public were present with her during the meeting.

PLEDGE ALLEGIANCE TO THE FLAG

Councilmember Lee Eng led the Pledge of Allegiance.

REPORT ON CLOSED SESSION

There was no reportable actions for Closed Session.

CHANGES TO THE ORDER OF THE AGENDA

Mayor Meadows moved Item 3 “Military Equipment Policy” to the first item under Discussion Items on the agenda.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following members of the public spoke during Public Comment:

- Maddy McBerny
- Freddie Wheeler
- Fariba
- Roberta Phillips
- Gary Hedden

SPECIAL ITEM

A. Holocaust Remembrance Day

The proclamation for Holocaust Remembrance Day was read aloud by Emma and Noah Weinberg.

B. Introduction and welcome of the new City Clerk, Melissa Thurman

Jon Maginot, Assistant City Clerk, introduced Melissa Thurman, City Clerk to the City Council and members of the public.

CONSENT CALENDAR

Motion by Lee Eng and Seconded by Dailey to approve Items 1 and 2 of the Consent Calendar. **Motion approved unanimously by roll call vote.**

1. **Minutes:** Approve Minutes of the City Council Regular meeting of March 28, 2023. (A. Rodriguez)
2. **Santa Clara Valley Runoff Pollution Prevention Program:** Approve Contract Amendment No. 4 with Santa Clara Valley Runoff Pollution Prevention Program (SCVURPPP); find that the approval of the amendment is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) and 15308 (E. McDannold)
3. **Military Equipment Policy:** Adopt Ordinance No. 2023-489 approving Los Altos Police Policy 709 pertaining to the funding, acquisition, and use of military equipment as mandated by Assembly Bill 481 (K. Krauss)

PUBLIC HEARINGS

4. **Single-use Foodware Accessories and Condiments Ordinance in Compliance with AB 1276:** Adopt the Single-use Foodware Accessories and Condiments Ordinance, in compliance with AB 1276, adding Chapter 6.45 (Single-use Foodware Accessories and Condiments) to Title 6 (Health and Safety) of the Los Altos Municipal Code by adopting by reference Chapter 5.2 (commencing with section 42270) of Part 3 of Division 30 of the Public Resources Code prohibiting a food facility from providing any single-use foodware accessory or standard condiment unless requested by consumer and authorizing City and County enforcement and penalties (T. Katbi)

Tania Katbi, Environmental Commission Liaison, presented the report.

Sally Meadows, Mayor, opened the Public Hearing.

There were no speakers during the Public Hearing.

Motion by Weinberg to close the public hearing. **Motion approved unanimously by roll call vote.**

Motion by Weinberg and Seconded by Fligor to adopt the Single-use Foodware, Accessories and Condiments Ordinance, in compliance with AB1276, adding Chapter 6.45 (Single-use Foodware Accessories and Condiments) to Title 6 (Health and Safety) of the Los Altos Municipal Code by adopting by reference Chapter 5.2 (commencing with section 42270) of Part 3 of Division 30 of the Public Resources Code prohibiting a food facility from providing any single-use foodware accessory or standard condiment

unless requested by consumer and authorizing City and County enforcement and penalties. **Motion carried unanimously by roll call vote.**

DISCUSSION ITEMS

3. **Military Equipment Policy:** Adopt Ordinance No. 2023-489 approving Los Altos Police Policy 709 pertaining to the funding, acquisition, and use of military equipment as mandated by Assembly Bill 481

This item was moved from the Consent Calendar.

The following member of the public spoke regarding Item 3:

- Renee Rashid

Motion by Lee Eng and Seconded by Weinberg to approve Item 3 of the Consent Calendar “Military Equipment Policy: Adopt Ordinance No. 2023-489 approving Los Altos Police Policy 709 pertaining to the funding, acquisition, and use of military equipment as mandated by Assembly Bill 481. **Motion approved unanimously by roll call vote.**

5. **Prohibition on possession of firearms in sensitive places:** Introduce and waive further reading of Ordinance No. 2023-xxx prohibiting the possession of firearms in sensitive places (J. Maginot)

Jon Maginot, Assistant City Manager, presented the report.

There were no speakers regarding the item.

Councilmember Fligor requested that signage be placed at the entrances of city buildings explaining the ordinance for enforcement purposes.

Motion by Weinberg and Seconded by Meadows to introduce and waive further reading of an Ordinance, as amended, prohibiting the possession of firearms in sensitive places. **Motion carried unanimously by roll call vote.**

6. **Outdoor Dining Program:** Extend the current COVID parklet program, adopt the City of Los Altos Resolution No. 2023-XX to amend the Los Altos Parklet Program, adopt the City of Los Altos Resolution No. 2023-XX to establish the Los Altos Sidewalk Dining Program, and adopt the City of Los Altos Resolution No. 2023-XX to amend the Los Altos Outdoor Display Program. (A. Carnesecca)

Anthony Carnesecca, Assistant to the City Manager, presented the report.

The following members of the public spoke regarding the item:

- | | |
|-------------------------|--------------------|
| • Kim Mosley | • Roberta Phillips |
| • Maddy McBirney | • Victoria |
| • Freddie Wheeler | • Scott Hunter |
| • Christopher Nicholson | • Joe Beninato |
| • Jon Baer | • Jerry Beltramo |

After public comment, the City Council recessed at 8:55 p.m.
The City Council reconvened at 9:04 p.m.

Due to an emergency situation during Council discussion, the City Council took a recess at 10:04 p.m. The City Council reconvened at 10:39 p.m.

Gabriel Engeland, City Manager, provided a brief update regarding the emergency situation.

The City Council chose to continue their discussion regarding the outdoor dining program and with the remaining items on the agenda.

The City Council agreed on the following amendments for the resolutions:

- Existing COVID-parklets be dismantled beginning on the first business day in January 2024
- Business owners may utilize propane heaters, with annual review, with the expectation to move to electric heaters once the infrastructure is in place.
- Allow for business owners to use both sidewalks and parklets, while complying with ADA and ABC restrictions and guidelines, and keeping a 5' pathway open for pedestrian access.
- The fee for the new parklets will be \$3 per square foot, to be reviewed annually.
- The City to purchase a mold for uniformity of the parklets.

M/S Fligor/Weinberg to adopt a Resolution to amend the Los Altos Parklet Program, with amendments. **Motion carried unanimously by roll call vote.**

M/S Fligor/Weinberg to adopt a Resolution to establish the Los Altos Sidewalk Dining Guide, with amendments. **Motion carried unanimously by roll call vote.**

M/S Fligor/Weinberg to adopt a Resolution to amend the Los Altos Outdoor display program, with amendments. **Motion carried unanimously by roll call vote.**

7. **Los Altos Reach Codes Update:** Introduce and Waive further reading of Ordinance No. 2023-XX to Amend Los Altos Municipal Code, Chapter 12.22 “Energy Code” and Chapter 12.26 “Green Building Code” (T. Katbi)

Tania Katbi and Casey Leedom, Environmental Commission Liaisons, presented the report.

The following members of the public spoke regarding the item:

- | | |
|-------------------------|--------------------|
| • Christy Miller | • Roberta Phillips |
| • Eric Steinle | • Mia Ravishankar |
| • Freddie Wheeler | • Dashiell Leeds |
| • Christopher Nicholson | • Laura Teksler |
| • Jon Baer | • Joe Beninato |

Motion by Fligor and Seconded by Dailey to introduce, by title only, and waive the first reading of an Ordinance to amend Los Altos Municipal Code, Chapter 12.22 “Energy Code” and Chapter 12.26 “Green Building Code.” **Motion carried 4-1 by roll call vote with Councilmember Lee Eng opposed.**

8. **City Council and Commissions Teleconference Policy:** Add Section 11.13 Teleconferencing to the Council Norms & Procedures, which will allow Council members to teleconference under certain circumstances in accordance with state law, amend the Commission Handbook section “Teleconferencing” to allow Commission members to teleconference under certain circumstances in accordance with state law, and direct staff to come back with an update on this policy in six months. (A. Carnesecca)

Jon Maginot, Assistant City Manager, presented the report.

The following member of the public spoke regarding the item:

- Freddie Wheeler

Motion by Lee Eng and Seconded by Dailey to add Section 11.13 Teleconferencing to the Council Norms & Procedures, which will allow Council members to teleconference under certain circumstances in accordance with state law, amend the Commission Handbook section “Teleconferencing” to allow Commission members to teleconference under certain circumstances in accordance with state law, and direct staff to come back with an update on this policy in six months. **Motion carried unanimously by roll call vote.**

INFORMATIONAL ITEMS ONLY

9. Tentative Council Calendar

Informational item only. No motion taken.

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

- **Councilmember Lee Eng** – Announced Earth Day on April 22, 2023.
- **Vice Mayor Weinberg** – Thanked staff for organizing a recent Egg Hunt for Easter.
- **Mayor Meadows** – Announced a rescheduled Library Stakeholder meeting scheduled for April 20, 2023.

ADJOURNMENT – The meeting adjourned at 12:53 a.m.

The meeting minutes were prepared by Melissa Thurman, City Clerk, for approval at the meeting of April 25, 2023.

ATTEST:

Sally Meadows,
Mayor

Melissa Thurman, MMC
City Clerk



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject: Consider authorizing the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program to provide for funding from the City of Los Altos in the amount of \$77,447 for the Countywide Hazardous Waste Disposal Program for FY 2023/24, and consider finding the Council’s action exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15273

Prepared by: Casey Leedom, Sustainability Coordinator
Reviewed by: Aida Fairman, Director of Environmental Services and Utilities
Approved by: Gabriel Engeland, City Manager

- Attachments:**
- 1. Second Amendment for Countywide Household Hazardous Waste Collection Program (HHW)
 - 2. Executed Agreement for Countywide Household Hazardous Waste Collection Program (FY 2022-24)
 - 3. Executed Agreement for Countywide AB 939 Implementation Fee (FY 2022-24)
 - A. Resolution No. 2023-____

Initiated by:
Staff

Previous Council Consideration:
Annually since FY 2015

Fiscal Impact:
The amount of \$77,447 for funding augmentation of the HHW Program is included as an expense in the proposed FY 2023/24 Solid Waste Budget, in which there are sufficient funds. (Amount shown here is calculated based on anticipated resident participation from Los Altos; actual funding augmentation for FY 2023/24 will be based on actual resident participation.)

- Breakdown of funds to be used for funding augmentation for the HHW Program per the Agreement:
 - o \$77,447 Solid Waste Fund

Reviewed By:	Reviewed By:	Reviewed By:
City Manager	City Attorney	Finance Director
<u>GE</u>	<u>JH</u>	<u>JD</u>



Subject: Countywide Household Hazardous Waste Collection Program and AB 939 Implementation Fee

- Amount already included in approved budget: N

Environmental Review:

Approval of the Second Amendment to the Agreement for Countywide HHW Collection Program is exempt from environmental review under the Environmental Quality Act (CEQA) pursuant to Section 15273(a) of the CEQA Guidelines because CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of meeting operating expenses.

Summary:

- On May 11, 2021, the City Council approved agreements for the City’s participation with Santa Clara County for Household Hazardous Waste (HHW) Program management, which must be amended annually.
- HHW is an important component of solid waste diversion, and it is illegal to dispose of hazardous waste in sanitary landfills. This program provides residents with a safe method to dispose of items that require special handling.

Staff Recommendation:

Authorize the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program



Subject: Countywide Household Hazardous Waste Collection Program and AB 939 Implementation Fee

Purpose

Authorize the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program.

Background

On May 11, 2021, the City Council approved a three-year agreement for the City’s participation with Santa Clara County for Household Hazardous Waste (HHW) Program management. This agreement expires on June 30, 2024. The City has participated in the program since 2000. The Countywide HHW Collection program enables residents to conveniently dispose of small quantities of hazardous waste at any of the collection facilities in the County. Hazardous waste is not allowed to be placed in household garbage containers. Household waste includes, but is not limited to, cleaning products, mercury thermostats, pesticides, flammable liquids, corrosives, solvents, car batteries, used motor oil, antifreeze, paint, fluorescent lights, and electronic waste.

AB 939 mandates and provides authority for agencies to collect funds for the planning and implementation of integrated waste management programs, which include programs for the diversion of waste from landfills. The HHW is a minor but important part of the diversion of waste from landfills. It is illegal to dispose of hazardous waste in sanitary landfills. This program provides residents with a safe method to dispose of items that require special handling.

The agreements with the County for HHW Program and AB 939 implementation provide for the collection of fees on waste disposed of or treated at County landfills. The agreement provides for the City to receive \$1.50 per ton of landfilled waste that the City uses to partially fund integrated waste management programs. A fee of \$2.60 per ton is collected for County-wide HHW programs. The HHW Program agreement defines the County, for the specific services it provides to municipalities, as the program manager.

The County’s HHW Program held a temporary hazardous waste disposal event in Los Altos on April 15, 2023.

Discussion/Analysis

While the City and County entered into a three-year agreement to provide HHW collection services, the agreement must be amended annually with a new operating schedule and a new augmentation amount for service levels above what is funded through AB 939 Implementation Fees. The City is required under the agreement to pay the difference between the estimated cost to provide service to an average of 4% of the City’s residents annually at hazardous waste disposal sites under the program less the amount generated within the City in AB 939 fees. The AB 939 fees will continue to support a four percent level of participation by Los Altos residents in the



Subject: Countywide Household Hazardous Waste Collection Program and AB 939 Implementation Fee

County HHW Program. Funding augmentation for the HHW Program for FY 2023/24 is needed in the amount of \$77,447 based on anticipated participation from City residents. It is important to note when reviewing the attached amendment that the County uses the term “FY2024” to describe the fiscal year from July 1, 2023, to June 30, 2024.

Recommendation

The staff recommends that the City Council authorize the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program.

SECOND AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the City of Los Altos (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 17, 2021, and subsequently amended, is hereby further amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$90,803 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$76,718 to the Countywide HHW Program during Fiscal Year 2023 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$ 77,447 to the Countywide HHW Program during Fiscal Year 2024 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-2, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available

Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

- 2. Attachment C-2 "HHW Schedule For Collection Events for Fiscal Year 2023/2024" attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

CITY OF LOS ALTOS

Signature:

Signature:

Jeffery V. Smith
County Executive

Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

Willie Nguyen
Deputy County Counsel

Date: _____

ATTACHMENT C-2: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2023-2024

HHW SCHEDULE FOR FISCAL YEAR 2023/2024*

2023/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Saturday	1	No Event	No Event	4th OF JULY WEEK
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	6,7,8	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	12,13,14,15	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	26,27,28,29	San Jose	Permanent	
August	Thurs,Fri	3,4	San Jose	Permanent	
	Thurs,Fri,Sat	3,4,5	San Martin	Permanent	
	Saturday	5	Cupertino	Temporary	
	Wed,Thurs,Fri,Sat	9,10,11,12	San Jose	Permanent	
	Thurs,Fri,Sat	17,18,19	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	23,24,25,26	San Jose	Permanent	
	Saturday	26	Mountain View	Temporary	
	Thurs	31	San Jose	Permanent	
September	Fri	1	San Jose	Permanent	
	Saturday	2	No Event	No Event	LABOR DAY WEEKEND
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	7,8,9	San Martin	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Saturday	23	Santa Clara	Temporary	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
October	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	5,6,7	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	11,12,13,14	San Jose	Permanent	
	Saturday	14	Sunnyvale	Temporary	
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
November	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Thurs,Fri, Sat	2,3,4	San Martin	Permanent	
	Thurs	9	San Jose	Permanent	
	Fri	10	No Event	No Event	VETERANS DAY
	Saturday	11	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Tues	21	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	22,23,24,25	No Event	No Event	THANKSGIVING
	Thurs	30	San Martin	Permanent	
	Thurs	30	San Jose	Permanent	
December	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Wed,Thurs,Fri	20,21,22	San Jose	Permanent	
	Sat	23	No Event	No Event	CHRISTMAS
	Thurs,Fri	28,29	San Jose	Permanent	
	Fri	30	No Event	No Event	NEW YEAR'S

*SUBJECT TO CHANGE

ATTACHMENT C-2: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2023-2024 (Continued)

HHW SCHEDULE FOR FISCAL YEAR 2023/2024 continued*

2024/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
January	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Thurs,Fri, Sat	4,5,6	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	10,11,12,13	San Jose	Permanent	
	Saturday	13	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	24,25,26,27	San Jose	Permanent	
February	Saturday	27	Santa Clara	Temporary	TBD
	Wed	31	San Jose	Permanent	
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Thurs,Fri, Sat	1,2,3	San Martin	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	14,15,16,17	San Jose	Permanent	
March	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
	Wed,Thurs	28,29	San Jose	Permanent	
	Thurs	29	San Martin	Permanent	
	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Thurs,Fri,Sat	7,8,9	San Jose	Permanent	
April	Wed,Thurs,Fri,Sat	13,14,15,16	San Jose	Permanent	
	Thurs,Fri,Sat	21,22,23	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
	Saturday	30	No Event	No Event	CESAR CHAVEZ DAY
	Thurs,Fri,Sat	4,5,6	San Jose	Permanent	
	Thurs,Fri, Sat	4,5,6	San Martin	Permanent	
May	Wed,Thurs,Fri,Sat	10,11,12,13	San Jose	Permanent	
	Saturday	13	Los Altos	Temporary	
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Saturday	20	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	24,25,26,27	San Jose	Permanent	
	Saturday	27	Santa Clara	Temporary	TBD
June	Thurs,Fri,Sat	2,3,4	San Jose	Permanent	
	Thurs,Fri, Sat	2,3,4	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	8,9,10,11	San Jose	Permanent	
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Wed,Thurs,Fri	22,23,24	San Jose	Permanent	
	Saturday	25	No Event	No Event	MEMORIAL DAY WEEKEND
July	Thurs,Fri	30,31	San Jose	Permanent	
	Sat	1	San Jose	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Saturday	15	Milpitas	Temporary	
August	Wed,Thurs, Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	

*SUBJECT TO CHANGE

**AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM**

This Agreement is made by and between the City of Los Altos (CITY) and the County of Santa Clara (COUNTY) on 6/17/2021

RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and cities and towns participating in the Countywide program will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

WHEREAS, CITY desires to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, CITY desires to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

WHEREAS, CITY desires to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024); and

WHEREAS, CITY desires to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in its jurisdiction; and

WHEREAS, CITY desires to participate in the Countywide Household Hazardous Waste Collection Program to meet these objectives; and

WHEREAS, pursuant to Public Resources Code Section 41901, the County Board of Supervisors has approved the collection of a \$4.10 per ton Countywide AB939 Implementation fee, including a \$2.60 per ton Household Hazardous Waste Fee (AB939 HHW Fee), for FY 2022 through FY 2024 (July 1, 2021 – June 30, 2024) on all wastes landfilled or incinerated within the County, received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County, collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County, or removed from any location in the county by any person or business for disposal or incineration outside the County; and

WHEREAS, the AB939 HHW Fee is allocated to the Countywide Household Hazardous Waste Program and participating jurisdictions to fund HHW program costs in accordance with the terms of the Countywide AB939 Implementation Fee Agreement; and

WHEREAS, CITY desires for COUNTY to utilize CITY's share of the AB939 HHW Fee to provide HHW services for CITY residents.

NOW THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM with the County.

2. PROGRAM FUNDING SOURCE

HHW Program services are mandated by State law, Public Resources Code Section 41500 et seq. State law authorizes cities and counties to impose fees in amounts sufficient to support planning and implementation of integrated waste management programs, including HHW elements. The AB939 HHW Fee, of \$2.60 per ton, imposed by the County as part of the AB939 Implementation Fee and collected and distributed in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services. CITY agrees that COUNTY may utilize CITY's share of the AB939 HHW fee to provide HHW Program services in accordance with the terms and conditions of this Agreement.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San José Facility Use Surcharge will be apportioned based on CITY residents' participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José, CA 95133.
- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of

households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Public Resources Code Section 41904.

The projected AB939 HHW Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

3. FIXED PROGRAM COST

Estimated HHW Fixed Program Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed \$3.75 per household for Fiscal Years 2022, 2023, and 2024. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

4. ABANDONED WASTE DISPOSAL COST

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$.05 per household are set forth in Attachment A, attached hereto and incorporated herein.

For the purposes of this Agreement, "Nonprofit Charitable Reuser Organization" is defined in accordance with Public Resources Code Section 41904 as follows: a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

5. SAN JOSÉ FACILITY USE SURCHARGE

The total San José Facility Use Surcharge for CITY will be based on CITY residents' proportional participation at the County Household Hazardous Waste Collection Facility located

at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.29 per car for Fiscal Years 2022, 2023, and 2024.

6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$58.20 per participating resident car for Fiscal Years 2022, 2023 and 2024. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. COUNTY has discretion to determine appropriate uses of Available Discretionary Funding in accordance with the terms and conditions in this Agreement, and to apply the funding toward those uses.

8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The County of Santa Clara Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE and this Agreement. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

9. PROGRAM PUBLICITY

The CoHHW Program shall produce and make available to the public an HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing HHW promotion communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of HHW promotion materials produced by the CITY; and,
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program.

10. TEMPORARY HHW EVENTS

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

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11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin, CA 95046*
- ◆ *San José, 1608 Las Plumas, San José, CA 95133*

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

12. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG) in accordance with California Health and Safety Code Section 25218.3, as amended from time to time. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. These services to businesses located within the CITY will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses. The CITY may choose to pay for services for CESQG's within the City of San José and will notify the COUNTY in writing with 30-day advance notice in order to exercise this option. If the CITY exercises this option, the COUNTY will invoice the CITY for all costs associated with CSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for CESQG costs. For purposes of this Agreement, CESQG has the meaning provided by Health and Safety Code Section 25218.1.

13. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee.

A) GOVERNMENT AGENCIES

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

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B) NONPROFIT CHARITABLE REUSER

In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the County Executive a request to be so designated. The County Executive shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs. No additional costs shall be applied to the budget of the CITY or any other participating jurisdiction.

14. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to those materials that qualify as Hazardous Waste under Health and Safety Code Section 25218.1, as amended from time to time. These materials include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

15. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 12 of this Agreement shall be accepted.

16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$ 90,803 to the Countywide HHW Program during Fiscal Year 2022 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

17. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

18. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2022 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

19. OUTSIDE FUNDING

During the term of this Agreement, COUNTY may seek outside funding sources for services that would supplement existing HHW services such as permanent collection sites, equipment, retail take-back collection and operational funding. If outside funding is obtained, the CoHHW Program will, at COUNTY'S discretion, proceed with development of additional programs using that outside funding without drawing on CITY'S funding provided under this Agreement.

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20. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CITY authorizes the CoHHW Program to apply for lead agency grants, including but not limited to Used Oil Payment Program grants, from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of participating jurisdictions. The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude the COUNTY or a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply for the grant opportunity.

21. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

22. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions, including the CITY, and the COUNTY, as described in Section 26 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

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23. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

24. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15 of each year. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

25. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

26. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY 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 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, 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 the 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.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY, at minimum, for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

27. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

28. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2021 to June 30, 2024, or until all revenue from the last quarter's AB939 fee payments have expended and/or distributed, whichever is later.

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29. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

30. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

31. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

32. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

33. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of <u>Los Altos</u>	City Representative <u>Emiko M. Ancheta</u> Representative's Title <u>Sustainability Coordinator</u> City Address <u>City of Los Altos</u> <u>1 N. San Antonio Rd.</u> <u>Los Altos, CA 94022</u>
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Santa Clara County	Director Consumer and Environmental Protection Agency 1553 Berger Drive San José, California 95112
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34. CONTRACT EXECUTION


Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect

as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

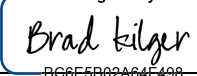
Date: 6/17/2021

COUNTY OF SANTA CLARA

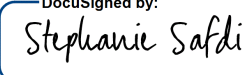
DocuSigned by:

21E905DBD1064B7...
JEFFREY V. SMITH
County Executive


Date: 5/21/2021

“CITY”

DocuSigned by:

B66E5B82A64F498...
CITY/~~TOWN~~ OF LOS ALTOS
Title Interim City Manager
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

7A02E5A12C144B2...
STEPHANIE SAFDI
Deputy County Counsel

DocuSigned by:

0B31E7C58B41464...
JOLIE HOUSTON
City Attorney

Attachments:

- A Projected Fiscal Years 2022, 2023, and 2024 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2022, 2023, and 2024
- C HHW Schedule of Collection Events for Fiscal Year 2022
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

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ATTACHMENT A: PROJECTED FISCAL YEARS 2022-2024 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee \$2.60 per Ton	Fixed Cost \$3.75 per HH	SJ Facility \$8.29 Surcharge	Variable Cost \$58.20 per Car	Abandoned Waste Disposal Cost \$.05 per Household	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	18,158	726	40,970	\$ 106,521	\$ 68,093	\$ 7,162	\$ 42,272	\$ 908	\$ (11,913)	\$ 45,525	1,268	1,221
Cupertino	21,050	842	41,603	\$ 108,168	\$ 78,938	\$ 4,242	\$ 49,004	\$ 1,053	\$ (25,068)	\$ 36,963	1,034	723
Gilroy	16,676	667	53,681	\$ 139,571	\$ 62,535	\$ 1,086	\$ 38,822	\$ 834	\$ 36,295	\$ 23,027	1,038	185
Los Altos	11,677	467	17,678	\$ 45,963	\$ 43,789	\$ 4,188	\$ 27,184	\$ 584	\$ (29,781)	\$ 90,803	1,451	714
Los Altos Hills	3,180	127	9,303	\$ 24,188	\$ 11,925	\$ 958	\$ 7,403	\$ 159	\$ 3,743	\$ 4,413	259	163
Los Gatos	13,637	545	25,338	\$ 65,878	\$ 51,139	\$ 6,784	\$ 31,747	\$ 682	\$ (24,474)	\$ 66,018	1,216	1,157
Milpitas	22,553	902	100,225	\$ 260,586	\$ 84,574	\$ 5,247	\$ 52,503	\$ 1,128	\$ 117,135	\$ 24,851	1,303	895
Monte Sereno	1,383	55	1,278	\$ 3,323	\$ 5,186	\$ 789	\$ 3,220	\$ 69	\$ (5,941)	\$ 11,138	139	135
Morgan Hill	15,350	614	43,759	\$ 113,774	\$ 57,563	\$ 2,252	\$ 35,735	\$ 768	\$ 17,456	\$ 78,579	1,881	384
Mountain View	36,727	1,469	77,033	\$ 200,285	\$ 137,726	\$ 4,700	\$ 85,500	\$ 1,836	\$ (29,478)	\$ 39,356	1,628	802
Palo Alto	29,298	0	63,437	\$ 164,936		\$ -	\$ -	\$ 1,465	\$ 163,471			
San Jose	336,507	13,460	810,331	\$ 2,106,860	\$ 1,261,901	\$ 114,172	\$ 783,388	\$ 16,825	\$ (69,427)	\$ 476,507	20,026	19,470
Santa Clara	48,975	1,959	160,175	\$ 416,455	\$ 183,656	\$ 9,178	\$ 114,014	\$ 2,449	\$ 107,157	\$ 121,604	3,920	1,565
Saratoga	11,301	452	19,996	\$ 51,990	\$ 42,379	\$ 4,458	\$ 26,309	\$ 565	\$ (21,720)	\$ 45,244	831	760
Sunnyvale	60,273	2,411	116,128	\$ 301,932	\$ 226,024	\$ 6,717	\$ 140,316	\$ 3,014	\$ (74,138)	\$ 152,321	3,672	1,145
Unincorporated	18,558	742	38,112	\$ 99,092	\$ 69,593	\$ 4,640	\$ 43,203	\$ 928	\$ (19,271)	\$ 57,932	1,677	791
Total	665,303	25,440	1,619,047	\$ 4,209,522	\$ 2,385,019	\$ 176,572	\$ 1,480,620	\$ 33,265	\$ 134,047	\$ 1,274,282	41,345	30,110

Notes: Number of HH and Disposal tonnage are based on FY2019-2020 actuals. Anticipated participation and anticipated participation at SJ facility are based on 15% increase from FY2018-2019 actual participation.

**ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS
FOR FISCAL YEARS 2022, 2023, AND 2024**

FIXED COST		
Staff Salary and Benefits		\$1,568,216
County Admin Overhead		\$421,899
County Counsel		\$13,650
Phones and Communications		\$10,605
Facilities Lease Costs	San Jose	\$176,572
Vehicle Costs		\$34,125
Office Supplies and postage		\$1,916
Maintenance, Software		\$115,500
HHW Hotline		\$50,000
Garbage & Utilities		\$36,488
Membership & Dues		\$15,750
Training & Conference		\$5,250
Safety Wear		\$21,840
Printing		\$13,583
Other Services & Supplies		\$56,175
ESTIMATED ANNUAL TOTAL		\$2,541,568

ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2021-2022*

2021/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Thurs,Fri	1,2	San Jose	Permanent	
	Saturday	3	No Event	No Event	4th OF JULY WEEK
	Wed,Thurs,Fri,Sat	7,8,9,10	San Jose	Permanent	
	Fri,Sat	9,10	San Martin	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Saturday	17	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	21,22,23,24	San Jose	Permanent	
	Thurs,Fri,Sat	29,30,31	San Jose	Permanent	
August	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri,Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Saturday	14	Mountain View	Temporary	TBD
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
September	Wed,Thurs,Fri	1,2,3	San Jose	Permanent	
	Saturday	4	No Event	No Event	LABOR DAY WEEKEND
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Fri,Sat	10,11	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	15,16,17,18	San Jose	Permanent	
	Saturday	18	Santa Clara	Temporary	TBD
	Wed,Thurs,Fri,Sat	22,23,24,25	San Jose	Permanent	
	Thursday	30	San Jose	Permanent	
October	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
November	Wed,Thurs,Fri,Sat	3,4,5,6	San Jose	Permanent	
	Fri, Sat	5,6	San Martin	Permanent	
	Fri,Sat	12,13	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	17,18,19,20	San Jose	Permanent	
	Tuesday	23	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	No Event	No Event	THANKSGIVING
December	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	8,9,10,11	San Jose	Permanent	
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Tues,Wed,Thurs	21,22,23	San Jose	Permanent	
	Fri,Sat	24,25	No Event	No Event	CHRISTMAS
	Tues,Wed,Thurs	28,29,30	San Jose	Permanent	
	Friday	31	No Event	No Event	NEW YEAR's DAY

ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2021-2022* (Continued)

2022/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
2022/Jan	Saturday	1	No Event	No Event	NEW YEAR's DAY
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Fri, Sat	7,8	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	12,13,14,15	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	19,20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
	Saturday	29	Santa Clara	Temporary	TBD
February	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
March	Wed,Thurs,Fri,Sat	2,3,4,5	San Jose	Permanent	
	Fri, Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	16,17,18,19	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	23,24,25,26	San Jose	Permanent	
April	Fri,Sat	1,2	San Jose	Permanent	
	Fri, Sat	1,2	San Martin	Permanent	
	Wed,Thurs,Fri,Sat	6,7,8,9	San Jose	Permanent	
	Saturday	9	Los Altos	Temporary	TBD
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	TBD
	Wed,Thurs,Fri,Sat	20,21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
	Saturday	30	Santa Clara	Temporary	TBD
May	Wed,Thurs,Fri,Sat	4,5,6,7	San Jose	Permanent	
	Fri, Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Wed,Thurs,Fri,Sat	18,19,20,21	San Jose	Permanent	
	Thurs,Fri	26,27	San Jose	Permanent	
	Saturday	28	No Event	No Event	MEMORIAL DAY WEEKEND
June	Wed,Thurs,Fri,Sat	1,2,3,4	San Jose	Permanent	
	Fri, Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	9,10,11	San Jose	Permanent	
	Wed,Thurs	15,16	San Jose	Permanent	
	Friday	17	No Event	No Event	JUNETEENTH DAY
	Saturday	18	San Jose	Permanent	
	Saturday	25	Milpitas	Temporary	TBD
	Thurs,Fri,Sat	23,24,25	San Jose	Permanent	
	Wed,Thurs	29,30	San Jose	Permanent	
*SUBJECT TO CHANGE					

ATTACHMENT D:**COUNTY HOUSEHOLD HAZARDOUS WASTE
EMERGENCY COLLECTION PLAN****1. PURPOSE**

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the designated City HHW Coordinator(s) is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 12 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection,

transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the City responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

Emergency Planning Contacts and Personnel

Primary County Contact: County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Household Hazardous Waste Program
ATTN: Hazardous Materials Program Manager
(408)-918-1967

For Non-Emergency after-hours, contact County Communications at: (408) 977-3220

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

Cal OES Public Safety Communications Main Office

601 & 630 Sequoia Pacific Boulevard
Sacramento, CA 95811
(916) 657-9494

Cal OES

3650 Schriever Avenue
Mather, CA 95655-4203
(916) 845-8510

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

EXHIBIT B-2D (revised)

INSURANCE REQUIREMENTS FOR ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

- E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

- F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

ATTACH

<i>Agenda Item # 2.</i>

countersign checks, are covered by a **BLANKET FIDELITY BOND** in an amount of **AT LEAST** fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**AGREEMENT FOR COUNTYWIDE
AB939 IMPLEMENTATION FEE**

This Agreement is made by and among the Cities and Towns of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale (CITIES) and the County of Santa Clara (COUNTY) on the 8th day of June, 2021. The term CITIES may refer to CITIES collectively or individually.

RECITALS

WHEREAS, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan;

WHEREAS, State law, Public Resource Code Section 41750, requires that the countywide integrated waste management plans contain a household hazardous waste (“HHW”) element for each city within the county as well as for the unincorporated area of the county;

WHEREAS, the County of Santa Clara Board of Supervisors (“Board”) has imposed a Countywide AB939 Implementation Fee (“Fee”) since July 1, 1992 to pay for the costs of preparing, adopting, and implementing integrated waste management plans and programs, including HHW program elements;

WHEREAS, the Board has approved reimposing the Fee for Fiscal Years 2022, 2023, and 2024 (July 1, 2021 through June 30, 2024) at \$4.10 per ton of waste landfilled or incinerated in the County; received at any nondisposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; and removed from any location in the County by any person or business for disposal or incineration outside the County;

WHEREAS, HHW programs provide household hazardous waste management services to residents of Santa Clara County and are necessary to meet HHW planning and management requirements under State law;

WHEREAS, jurisdictions in Santa Clara County desire to provide safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground or in any other manner which creates a health or environmental hazard. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, fluorescent lamps, and batteries; and

Approved: 06/08/2021

105960

WHEREAS, the County will collect the Fee on behalf of the fifteen cities and for the unincorporated area of the County and will apportion the Fee according to the terms of this Agreement.

NOW THEREFORE, CITIES and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the COUNTY will collect and distribute the Fee of \$4.10 per ton of waste to be disposed in Fiscal Years 2022, 2023 and 2024. The Fee is divided into two parts: 1) a Program Fee of \$1.50 per ton to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in the fifteen cities and the unincorporated area of the County; and 2) a Household Hazardous Waste Fee of \$2.60 per ton to provide funding to implement the Countywide HHW Program. The Program Fee will be allocated among the CITIES and COUNTY as described in Exhibit B, attached hereto and incorporated herein. The HHW Fee will be allocated to the COUNTY, CITIES, and Countywide HHW Program as described in Exhibit C, attached hereto and incorporated herein. The Fee shall be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Non-Disposal Facilities are defined as those facilities included in the County of Santa Clara Non-Disposal Facility Element (and subsequent amendments to that Element) and are listed in Exhibit A, attached hereto and incorporated herein.

2. SERVICES PROVIDED BY COUNTY

COUNTY will collect and distribute the Fee. COUNTY will collect the Fee from landfills and non-disposal facilities listed in Exhibit A, and any landfill or non-disposal facility subsequently permitted, on a quarterly basis using data from tonnage reports filed by landfill and non-disposal facility operators with the County Recycling and Waste Reduction Division. COUNTY shall require each landfill and non-disposal facility to submit required payment, documentation of tonnages disposed, and state-mandated Disposal Reporting System Reports on a quarterly basis, within 45 days of the end of each calendar quarter. Late submissions and/or payments shall be subject to a late filing penalty and delinquent penalties. COUNTY will research Santa Clara County tonnage reported to COUNTY by landfills outside the COUNTY in significant amounts to determine the identity of the hauler. That hauler will subsequently be billed in the same fashion subject to the same penalties as mentioned above. Collected funds and any late filing payments and delinquency penalties shall be distributed to CITIES and Countywide HHW Program based on the formula set forth in Exhibits B and C. COUNTY shall not be obligated to distribute funds that COUNTY has been unable to collect from landfill or non-disposal facility operators.

//

3. ROLE OF CITIES

CITIES shall review the Disposal Reporting System Reports as prepared and submitted by the COUNTY and within 30 days of receipt shall report to COUNTY, with appropriate documentation, errors in waste allocations among jurisdictions.

4. COLLECTION AND USE OF FEE

Each ton of waste will be subject to the fee if it is landfilled or incinerated in the County; received at any non-disposal facility or collection facility in the County and subsequently transported for disposal or incineration outside the County; collected from any location within the County by a solid waste hauler operating under franchise, contract, license, or permit issued by a local jurisdiction and subsequently transported for disposal or incineration outside the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Best efforts will be made to prevent tonnage from being assessed a double fee (for instance, once at a non-disposal facility and again at a landfill within Santa Clara County). The Program Fee funding share paid to CITIES shall be used to assist in funding the CITIES' costs of preparing, adopting, and implementing the integrated waste management plan of each of the CITIES and the unincorporated area of the COUNTY. The HHW Fee portion shall be applied to fund the costs of CITIES' share of Countywide Household Hazardous Waste services; any HHW fees directly disbursed to CITIES as provided in this Agreement shall be used to fund the costs of preparing, adopting, and implementing the jurisdiction's HHW element of the Countywide integrated waste management plan, including providing HHW services to residents.

5. INSURANCE

Each party shall maintain its own insurance coverage, through third party insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this Agreement. CITIES agree to provide evidence of such insurance to COUNTY via Certificate of Insurance or other documentation acceptable to the COUNTY upon request.

6. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITIES and COUNTY 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 parties agree that each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this Agreement and as described in Exhibit D.

Additionally, CITIES shall indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, arising from any misuse of the Fee distributed to CITIES. COUNTY shall indemnify, hold harmless, and defend CITIES, its officers, agents, and

employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, brought by third parties based on COUNTY's sole negligence in the collection or distribution of said Fees.

7. DISTRIBUTION OF FEE

COUNTY shall distribute the AB939 Program Fee to CITIES and the HHW Program Fee to the Countywide HHW Program pursuant to the formulas described in Exhibits B and C within 45 days of receipt of landfill and non-disposal facility payments and disposal documentation required for calculation of Fee distribution amounts. Distributions shall begin December 15, 2021, and continue quarterly through October 15, 2024.

8. PARTICIPATION IN THE COUNTYWIDE HHW PROGRAM

CITIES, at their option, may individually participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

9. LATE PAYMENTS

If Fee payments and disposal documentation are not received from landfill or non-disposal facility operators prior to scheduled distribution of payments to CITIES and the Countywide HHW Program, payment distribution shall be calculated on a pro rata share of monies received. Upon collection, late payments and accrued delinquent penalties, if any, shall be distributed among CITIES and the Countywide HHW Program according to the formula in Exhibits B and C.

10. ACCOUNTING

COUNTY shall maintain records of all transactions related to collection, use and distribution of the Fee for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. Such records will be available for inspection upon written request by CITIES, and will include but not be limited to tonnage reports submitted by landfills and non-disposal facilities, waste stream documentation provided by cities, payments made by the landfills and non-disposal facilities to the COUNTY and by the COUNTY to CITIES, and expenditures for programmatic and overhead costs.

11. REQUEST FOR REVIEW

In the event CITIES have a dispute regarding the calculation of its share of the Fee or the distribution or use of the Fee, CITIES may request in writing a review by COUNTY within 10 days of receipt of their Fee allocation. The review shall be performed within 30 days of request and results shall be reported to CITIES in writing.

12. EFFECTIVE DATE OF AGREEMENT

This agreement is effective upon approval by all fifteen CITIES and the COUNTY.

13. AMENDMENT

This Agreement may be amended only by an instrument signed by all fifteen CITIES and the COUNTY.

14. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

15. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2021 to June 30, 2024, or until all funds from the last quarter’s Fee payments have been distributed, whichever is later. COUNTY shall bill the operators of the landfills and non-disposal facilities listed in Exhibit A for the Fee commencing with the Quarter ending September 30, 2021. Said landfills and non-disposal facilities will be billed for the Fee through June 30, 2024.

16. NOTICES

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

City of _____
Contact: _____
Title: _____
Address: _____

County of Santa Clara
Contact: Recycling and Waste Reduction Program Manager
Recycling and Waste Reduction Division
Address: 1555 Berger Drive, Suite 300
San Jose, CA 95112

17. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

//

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: JUN 08 2021

COUNTY OF SANTA CLARA



MIKE WASSERMAN, President
Board of Supervisors

Date: _____

“CITY”

CITY/TOWN OF _____

Title _____

A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

ATTEST:



MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

7A02E5A12C144B2...
STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 4/14/21

“CITY”

LEO CAPUSO
CITY/TOWN OF CAMPBELL
Title PUBLIC WORKS DIRECTOR
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:


Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 5/4/2021

“CITY”



CITY/TOWN OF Cupertino
Title City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 5/5/2021

“CITY”

DocuSigned by:
Jimmy Forbis
CC6456EF9B054DC...

CITY/TOWN OF Gilroy
Title City Administrator
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 5/21/21

“CITY”

Carl Cahill
CITY/TOWN OF LOS ALTOS HILLS
Title City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: _____

“CITY”

DocuSigned by:
Brad Kilger

CITY/TOWN OF ~~LOS ANGELES~~ LOS ANGELES
Title Interim City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

DocuSigned by:
John

0B31E7C58B41464...
JOHN HOUSTON
City Attorney

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 5/5/2021

“CITY”

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...
CITY/TOWN OF LOS GATOS
Title TOWN MANAGER
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Robert W. Schultz
2FE0938555B744C...
ROBERT SCHULTZ
Town Attorney

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: Jun-01-2021

“CITY”

DocuSigned by:

D9F94EEB50844F3...
CITY/TOWN OF Milpitas
Title Deputy City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 3/23/21

"CITY"
CITY/TOWN OF Monte Sereno
Title City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 4/28/2021

“CITY”

DocuSigned by:
Christina Turner
CITY/TOWN OF Morgan Hill
Title City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

DocuSigned by:
Donald Larkin
45E6F0273EA2464...
DON LARKIN
City Attorney

Date: May 3, 2021

“CITY”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal corporation

DocuSigned by:
Kimbra McCarthey
By: D5DFCB636B67439...
City Manager

DocuSigned by:
Heather Glaser
Attest: E549F8981D3E48B...
City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:
Dawn S Cameron
0E8691A0DA4D442...
Public Works Director

FINANCIAL APPROVAL:

DocuSigned by:
Suzanne Mederhofer
8091C5BF7AF44BE...
Asst. Finance and Administrative
Services Director

APPROVED AS TO FORM:

DocuSigned by:
Nicole C. Wright
208D3974FBF34A6...
Sr. Asst. City Attorney

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 3/25/2021

“CITY”

DocuSigned by:
Brad Eggleston

CITY OF PALO ALTO
Title Director of Public Works
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: May 27, 2021

“CITY”

CITY OF SAN JOSE, a municipal corporation



TONI J. TABER, CMC
City Clerk


Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

STEPHANIE SAFDI
Deputy County Counsel



Mark Vanni (May 24, 2021 13:30 PDT)
MARK VANNI
Senior Deputy City Attorney

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: _____

“CITY”

**Manuel
Pineda**

Digitally signed by Manuel Pineda
Date: 2021.06.02 17:29:55 -07'00'

CITY/TOWN OF SANTA CLARA
Title City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

 Digitally signed by Caio Arellano
Date: 2021.06.02 09:40:10 -07'00'

CAIO ARELLANO for Brian Doyle, City Attorney
Santa Clara City Attorney's Office

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

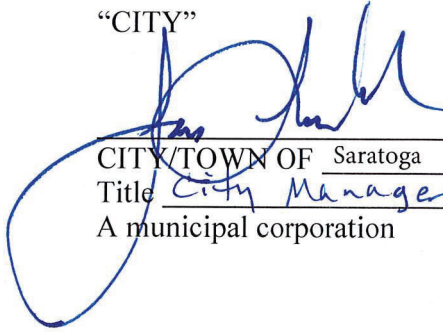
Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: _____

“CITY”



CITY/TOWN OF Saratoga
Title City Manager
A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE on the dates as stated below:

Date: _____

COUNTY OF SANTA CLARA

MIKE WASSERMAN, President
Board of Supervisors

Date: 4/21/2021

“CITY”

Kent Staffens

CITY/TOWN OF Sunnyvale

Title City Manager

A municipal corporation

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors
ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

STEPHANIE SAFDI
Deputy County Counsel

EXHIBIT A

LANDFILLS LOCATED IN SANTA CLARA COUNTY

Guadalupe Rubbish Disposal Site
Kirby Canyon Sanitary Landfill
Newby Island Sanitary Landfill
Zanker Materials Processing Facility
Zanker Road Landfill

**NON-DISPOSAL FACILITIES AND TRANSFER STATIONS LOCATED IN
SANTA CLARA COUNTY**

California Waste Solutions Recycling & Transfer Station
City of Palo Alto Green Composting Facility
Environmental Resource Recovery, Inc. (Valley Recycling)
Green Earth Management LLC Kings Row Recycling Facility
Green Waste Materials Facility and Transfer Station
Green Waste Recovery Facility
GreenTeam of San Jose Material Recovery Facility and Transfer Station
Guadalupe Landfill
Lam Hauling Inc. Chipping and Grinding
Lam Hauling Inc. Inert Debris Type A
Leo Recycle
Material Recovery Systems Facility
Mission Trail Waste Systems, Inc.
Newby Island Compost Facility
Pacheco Pass Transfer Station
Pacific Coast Recycling, Inc.
Premier Recycle Facility
Recology Silicon Valley Processing and Transfer Facility
The Recyclery at Newby Island
San Martin Transfer Station
Smurfit-Stone Recycling San Jose Facility
South Valley Organics
Stanford Recycling Center and Direct Transfer Facility
Sunnyvale Materials Recovery and Transfer Station (SMaRT Station)
Valley Recycling San Jose CDI Processing/Transfer Facility
Wood Processing Facility at Recology Pacheco Pass
Z-Best Composting Facility
Zanker Materials Processing Facility
Zanker Road Class III Landfill
Zero Waste Energy Development Company Anaerobic Digestion Facility

EXHIBIT B

FORMULA FOR DISTRIBUTION OF AB939 PROGRAM FEE

Each of the CITIES, and the COUNTY for its unincorporated area, will receive \$1.50 per ton of solid waste disposed of in landfills or taken to non-disposal facilities located in Santa Clara County that originates from that jurisdiction, as documented in quarterly reports submitted by the County to the State Disposal Reporting System.

Fees collected from undocumented disposed tonnage, or tonnage originating outside of Santa Clara County, will be distributed according to each jurisdiction's percent of countywide population, according to the latest available population report issued by the California Department of Finance.

EXHIBIT C**COUNTYWIDE HOUSEHOLD HAZARDOUS
WASTE PROGRAM FEE (HHW Fee)****1. PROGRAM FUNDING SOURCE**

HHW Program services are mandated by State law, Public Resources Code Section 41500 et seq. Public Resources Code Section 41901 authorizes imposition of a fee to support planning and implementation of integrated waste management programs, including their HHW elements. The HHW Fee, of \$2.60 per ton, collected as part of the AB939 Implementation Fee, will be the primary source of funding for Countywide Household Hazardous Waste Collection Program (CoHHW Program) services.

Funds derived from the HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITIES' anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Public Resources Code Section 41904.

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2. FIXED PROGRAM COST

Funds shall be allocated on a per household basis for Fixed Program Costs at the conclusion of each Fiscal Year. This portion of the funds shall be distributed directly to the Countywide HHW Program to pay for HHW Program costs. Fixed Program Costs funding shall be calculated shall not exceed \$3.75 per household in Fiscal Years 2022, 2023, and 2024. Fixed Program Costs may include, but are not limited to eleven (11) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance, and union negotiated salary and benefit changes.

3. ABANDONED WASTE DISPOSAL COST

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$.05 per household are set forth in Attachment A, attached hereto and incorporated herein. Any existing unexpended non-profit abandoned waste fund balance may be allocated toward funding of disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

For the purposes of this agreement, a nonprofit charitable reuse organization has the definition provided in Public Resources Code Section 41904 as follows: “Nonprofit charitable reuser” means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

4. SAN JOSE FACILITY USE SURCHARGE

The total San José Facility Use Surcharge for CITY will be based on CITY residents’ proportional participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.29 per car for Fiscal Years 2022, 2023, and 2024. The total San Jose Facility Use Surcharge for CITY will be based on CITY’s participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.

5. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County HHW Collection Facilities and Temporary Events. This portion of the funds shall be distributed directly to the Countywide HHW Program. The Variable Cost Per Car is estimated to be \$58.20 per car for

Fiscal Years 2022, 2023, and 2024. The estimated cost per car will be adjusted annually to reflect actual service costs. After fixed costs and San Jose Facility Use Surcharge are allocated on a per household basis, the variable cost per car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached, the Countywide HHW Program will use the remaining balance of funds, in cooperation with the CITIES, to increase public outreach and/or provide additional services in that jurisdiction where the level of 4% is not reached the following year.

6. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion will be allocated based on the tons of waste generated within each jurisdiction and after allocation of Fixed Program Cost, San Jose Facility Use Surcharge, and Variable Per Car Cost. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in the jurisdiction by the Countywide HHW Program, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. CITIES authorize the COUNTY to determine appropriate uses of available discretionary funding and to use CITIES' Available Discretionary Funding portion of the AB939 HHW Fee to provide for additional HHW services requested by the CITIES.

7. PROGRAM FUNDING PASS-THROUGH

Annual funding calculations include HHW Fees collected on behalf of all jurisdictions in the County. CITIES, at their option, may participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. If CITIES elect to participate in the Countywide HHW Program, their pro-rata share of the HHW Fee shall be retained by the County to utilize for HHW Program costs, as provided in this Agreement and the Agreement for Countywide Household Hazardous Waste Collection Program. The COUNTY will distribute to CITIES not participating in the Countywide Household Hazardous Waste Collection Program their pro-rata share of funding received by the COUNTY from the HHW Fee, except that the COUNTY may retain and expend that portion of the non-participating CITIES' fee attributable to Abandoned Waste Disposal Costs.

If CITIES not participating in the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM desire to allow residents to participate in HHW Program services on an emergency basis, then services to these residents will be provided on a cost recovery basis. A charge equal to the established rates charged by the Countywide HHW Program to Conditionally Exempt Small Quantity Generators will be billed to the CITIES. A CITIES' representative must call the Countywide HHW Program appointment line to schedule an appointment for the resident. Liability shall be apportioned as provided in Exhibit D to this Agreement.

EXHIBIT D**SECTION 28 OF AGENCY AGREEMENT
FOR COUNTYWIDE HOUSEHOLD HAZARDOUS
WASTE COLLECTION PROGRAM****HOLD HARMLESS AND INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY 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 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, 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 the 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.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 of the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the county as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require Conditionally Exempt Small Quantity Generators (“CESQG”) and Nonprofit Charitable Reusers to indemnify COUNTY for, at minimum, their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY’s apportioned share of any liability for household hazardous waste.

2378874

RESOLUTION NO. 2023-___**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND
AMENDMENT TO THE AGREEMENT WITH SANTA CLARA COUNTY FOR
THE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

WHEREAS, on May 11, 2021, the City Council approved agreements for the City's participation with the Santa Clara County for Household Hazardous Waste (HHW) Program management, which must be amended annually; and

WHEREAS, HHW is an important part of solid waste diversion, and it is illegal to dispose of hazardous waste in sanitary landfills; and

WHEREAS, the County HHW program provides residents a safe method to dispose of items that require special handling; and

WHEREAS, AB 939 mandates and provides authority for agencies to collect funds for planning and implementation of integrated waste management programs.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby:

1. Authorizes the City Manager to execute the Second Amendment to the Agreement with Santa Clara County for Household Hazardous Waste Collection Program.
2. Authorizes the City Manager to take such further actions as may be necessary to implement the foregoing agreement.
3. Authorizes the City to continue providing funding augmentation for the HHW Program for FY 2023/24 in the amount needed based on participation from City residents per the Agreement, which is estimated based on anticipated participation at \$77,447 for FY 2023/24.
4. Find that the City Council's action in approving this resolution is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15273.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the 25th day of April, 2023 by the following vote:

AYES:

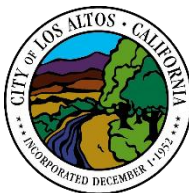
NOES:

ABSENT:
ABSTAIN:

Sally Meadows, MAYOR

Attest:

Melissa Thurman, CITY CLERK



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject Ordinance No. 2023-xxx: Prohibition on possession of firearms in sensitive places

Prepared by: Jon Maginot, Assistant City Manager

Reviewed by: Jolie Houston, City Attorney

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. Ordinance No. 2023-xxx

Initiated by:

City Council

Previous Council Consideration:

April 11, 2023

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to adopt an ordinance prohibiting the possession of firearms in sensitive places?

Summary:

- There has been a rise in mass shootings throughout the Country, many of which occur in public spaces such as schools or government buildings
- The US Supreme Court has determined that government agencies can place restrictions on the possession of firearms in sensitive areas
- Surrounding cities have or will soon consider ordinances prohibiting possession of firearms in sensitive areas

City Manager

GE

Reviewed By:

City Attorney

JH

Finance Director

JD



Subject: Ordinance No. 2023-xxx: Prohibition on possession of firearms in sensitive places

Staff Recommendation:

Adopt Ordinance No. 2023-xxx prohibiting the possession of firearms in sensitive places



Subject: Ordinance No. 2023-xxx: Prohibition on possession of firearms in sensitive places

Purpose

To adopt an ordinance prohibiting the possession of a firearm in sensitive places

Background

At the April 11, 2023 meeting, City Council introduced an ordinance prohibiting the possession of firearms in sensitive places.

Discussion/Analysis

The proposed Ordinance (Attachment 1) would prohibit the possession of a firearm in any City building, City parks, polling places and schools and will become effective 31 days after adoption.

Recommendation

Staff recommends the Council adopt Ordinance No. 2023-xxx prohibiting the possession of firearms in sensitive places

ORDINANCE NO. 2023-___

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LOS ALTOS PROHIBITING THE POSSESSION OF FIREARMS
IN SENSITIVE PLACES**

WHEREAS, the City Council of the City of Los Altos finds there is a compelling interest in protecting the health and safety of the public; and

WHEREAS, the incidence of firearm-related fatalities and injuries has increased in recent years and the age-adjusted firearm death rate in Santa Clara County was 4.8 people per 100,00 in 2020, the highest rate in the past decade; and

WHEREAS, the State of California experienced 369 mass shootings (defined as an incident that kills or injures four or more people) between 2014 and January 2023, including incidents at the VTA railyard (May 26, 2021) and Gilroy Garlic Festival (July 28, 2019); and

WHEREAS, while the United States Supreme Court has made clear that the Second Amendment to the United States Constitution imposes some restrictions on states’ ability to regulate firearms it has recognized that the Second Amendment to the United States Constitution is not a “regulatory straightjacket.” N.Y. State Rifle & Pistol Ass’n v. Bruen (2022), 142 S. Ct. 2111, 2133. Indeed, the Second Amendment allows States to adopt a “‘variety’ of gun regulations.” N.Y. State Rifle & Pistol Ass’n (2022), 142 S. Ct. 2111, 2162. And when it comes to restrictions on carrying firearms in public, the United States Supreme Court has recognized three times that states may restrict the carrying of firearms in “sensitive places.” N.Y. State Rifle & Pistol Ass’n v. Bruen (2022), 142 S. Ct. 2111, 2133; see also McDonald v. City of Chicago (2010) 561 U.S. 742, 786; District of Columbia v. Heller (2008) 554 U.S. 570, 626; and

WHEREAS, this Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act of 1970, as amended.

NOW THEREFORE, the City Council of the City of Los Altos does hereby ordain as follows:

SECTION 1. AMENDMENT OF CODE: Los Altos Municipal Code is hereby amended by adding a new Chapter 7.30 entitled “Possession of Firearms in Sensitive Places” to read as follows:

7.30.010 Definitions

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

- A. *“Firearm”* means any gun, pistol, revolver, rifle or any device that is designed or modified to be used as a weapon, from which is expelled through a barrel a projectile by the force of an explosion or other form of combustion. “Firearm” does not include imitation

firearms, BB guns, or air rifles as defined in Government Code Section 53071.5 or any successor legislation;

- B. “Sensitive place” means any of the following places:
 - i. City property, meaning real property, including any buildings thereon, owned or leased by city, and in city’s possession. “City property” does not include any public right-of-way owned by the city, including any area across, along, on, over, upon, and within the dedicated public alleys, boulevards, courts, lanes, roads, sidewalks, streets, expressways, and ways within the city;
 - ii. Any polling place while voting is occurring;
 - iii. Any school. For the purposes of this section, “school” includes all institutions that provide preschool, elementary, secondary, post-secondary, technical, or trade or vocational education, and includes all athletic facilities, offices, cafeteria and eating establishments, health care facilities, research facilities, parking lots, and shared rooms and common areas of dormitories thereof. “School” does not include a private residence at which education is provided for children who are all related to one another by blood, marriage, or adoption.

7.30.020 Prohibition on carrying of firearms in sensitive places

- A. Except as otherwise provided by federal or state law, no person shall carry a firearm in any sensitive place unless they are subject to an exemption under Section 7.30.020. This prohibition applies to persons licensed to carry a concealed firearm.

7.30.030 Exemptions

- A. This section shall not apply to:
 - i. A federal, state, or local law enforcement officer when such person is authorized to carry a concealed weapon or a loaded firearm under state law or under 18 U.S.C. Section 926B or any successor legislation;
 - ii. An honorably retired officer or agent of a law enforcement agency, when authorized to carry a concealed or loaded weapon under state law or 18 U.S.C. Section 926C;
 - iii. A security guard or messenger of a financial institution, a guard of a contract carrier operating an armored vehicle, a licensed private investigator, a patrol operator, an alarm company operator, or security guard, when such persons are authorized by applicable state or federal law to carry a firearm and when such persons are engaged in the exercise of their official duties;
 - iv. A person bringing or transporting an unloaded firearm onto city property to exchange, transfer, or relinquish it to law enforcement, in compliance with any city operated, approved, or sponsored program to purchase, exchange, or otherwise obtain voluntary relinquishment of firearms;
 - v. A person lawfully possessing an unloaded firearm in the locked trunk of, or inside a locked container in, a motor vehicle.
 - vi. A hunter with a valid hunting license when going to or returning from a legal hunting expedition; provided, however, that when transiting through any area where firearms are prohibited, any firearm is safely stored in a locked container or

otherwise secured using a firearm safety device as defined by California Penal Code Section 16540 or any successor legislation.

7.30.040 Penalties

A. Any person violating any of the provisions of this section shall be guilty of a misdemeanor punishable as set forth in Chapter 1.20 of the Los Altos Municipal Code.

SECTION 2. CONSTITUTIONALITY. If any section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 3. PUBLICATION. This ordinance shall be published as provided in Government Code section 36933.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective upon the commencement of the thirty-first day following the adoption date.

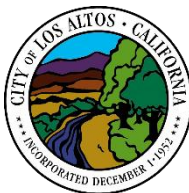
The foregoing ordinance was duly and properly introduced at a regular meeting of the City Council of the City of Los Altos held on _____, 2023 and was thereafter, at a regular meeting held on _____, 2023 passed and adopted by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Sally Meadows, MAYOR

Attest:

Melissa Thurman, MMC
City Clerk



AGENDA REPORT SUMMARY

Meeting Date: May 9, 2023

Subject Adopt Resolution No. 2023-XX for the Approval of Guidelines for the submission and tabulation of protests in connection with Rate Hearings conducted pursuant to Article XIID, Section 6 of the California Constitution

Prepared by: NBS (Jordan Taylor and Allan Highstreet)
Reviewed by: Aida Fairman, Environmental Services and Utilities Director
Approved by: Gabriel Engeland, City Manager

Attachment:
A. Resolution No. 2023-XX

Initiated by:
Staff

Previous Council Consideration:
February 28, 2023

Fiscal Impact:
This resolution for the guidelines for submitting and tabulating protests has no fiscal impact.

Environmental Review:
Not applicable

Policy Questions for Council Consideration:
None

- Summary:**
- This resolution describes the guidelines for submitting and tabulating protests concerning Public Hearings pursuant to the Proposition 218 process.
 - These guidelines would be applied to the sewer rate Proposition 218 Public Hearing scheduled for June 13, 2023.
 - Ballots are confidential until after they are tabulated.

City Manager
GE

Reviewed By:
City Attorney
JH

Finance Director
JD



Subject: Resolution of the Guidelines for submitting and tabulating protests related to the Proposition 218 Public Hearing

Purpose & Background

The City shall give notice of proposed Fees via U.S. mail to all record owners and customers of record served by the City. Any record owner or customer of record subject to the proposed fee that is the subject of the hearing may submit a written protest to the City Clerk before the conclusion of the public hearing scheduled for June 13, 2023. If a majority protest exists (50%+1 protest ballots of the parcels), the rate increase cannot proceed.

Discussion/Analysis

This resolution outlines the process of how protest ballots need to be completed; when they must be submitted; how to handle multiple submittals from the same property; who decides if the ballot is valid; and how many protests ballot constitute a majority protest. Adopting this resolution makes it very clear how the Proposition 218 process will be implemented and avoids any potential dispute on invalid protests.

Recommendation

Adopt Resolution No. 2023-XX for the Approval of Guidelines for the submission and tabulation of protests in connection with Rate Hearings conducted pursuant to Article XIID, Section 6 of the California Constitution

RESOLUTION NO. 2023-XX

**APPROVAL OF GUIDELINES FOR THE SUBMISSION AND
TABULATION OF PROTESTS IN CONNECTION WITH RATE
HEARINGS CONDUCTED PURSUANT TO ARTICLE XIID, SECTION 6
OF THE CALIFORNIA CONSTITUTION**

WHEREAS, Article XIID, Section 6 of the California Constitution requires the City of Los Altos (City) City Council to consider written protests to certain proposed increases to utility fees, rates or user charges (Fees); and

WHEREAS this Constitutional provision does not offer specific guidance as to who may submit protests, how written protests are to be submitted, or how the City is to tabulate protests.

WHEREAS, upon adoption of this Resolution, any and all resolutions, or rules or regulations of this City in conflict with it, shall be repealed and shall have no further force or effect. This Resolution supersedes all prior resolutions of the City to the extent that such resolutions established guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City pursuant to Article XIID, Section 6 of the California Constitution.

IT IS, THEREFORE, RESOLVED by the City Council that when notice of a public hearing with respect to the adoption or increase of Fees has been given by the City pursuant to Article XIID, Section 6(a) of the California Constitution, the following shall apply:

SECTION 1: Definitions.

Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines.

- A. “Parcel” means a County Assessor’s parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.
- B. “Record customer” and “customer of record” mean the person or persons whose name or names appear on the City records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account.
- C. “Record owner” or “parcel owner” means the person or persons whose name or names appear on the County Assessor’s latest equalized assessment roll as the owner of a parcel.
- D. A “fee protest proceeding” is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

SECTION 2: Notice Delivery.

Notice of proposed Fees and public hearing shall be as follows:

- A. The City shall give notice of proposed Fees via U.S. mail to all record owners and customers of record served by the City.
- B. The City will post the notice of proposed Fees and public hearing at its official posting sites.

SECTION 3: SECTION 3: Protest Submittal.

- A. Any record owner or customer of record who is subject to the proposed fee that is the subject of the hearing may submit a written protest to the City Clerk, by:
 - (i) Delivery to the City Clerk’s Office at the City Hall 1 San Antonio Road, Los Altos, CA, 94022 during published business hours
 - (ii) Mail to City Clerk at City Hall 1 San Antonio Road, Los Altos, CA, 94022, or
 - (iii) Personally submitting the protest at the public hearing.
- B. Protests must be received by the end of the public hearing, including those mailed to the City. No late postmarks will be accepted; therefore, any protest not physically received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.
- C. Because an original signature is required, emailed, faxed and photocopied protests shall not be counted.
- D. Although oral comments at the public hearing will not qualify as a formal protest, unless accompanied by a written protest, the City Council; welcomes input from the community during the public hearing on the proposed Fees.

SECTION 4: SECTION 4: Protest Requirements.

- A. A written protest must include:
 - (i) A statement that it is a protest against the proposed Fee that is the subject of the hearing.
 - (ii) Name of the record owner or customer of record who is submitting the protest;
 - (iii) Identification of assessor’s parcel number, street address, or utility account number of the parcel with respect to which the protest is made;
 - (iv) Original signature and legibly printed name of the record owner or customer of record who is submitting the protest.
- B. Protests shall not be counted if any of the required elements (i thru iv) outlined in the preceding subsection “A.” are omitted.

SECTION 5: Protest Withdrawal.

Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

SECTION 6: Multiple Record Owners or Customers of Record.

- A. Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:
 - (i) A parcel is owned by more than one record owner or more than one name appears on the City’s records as the customer of record for a parcel, or
 - (ii) A customer of record is not the record owner, or
 - (iii) A parcel includes more than one record customer, or
 - (iv) Multiple parcels are served via a single utility account, as master-metered multiple family residential units.

- B. Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

SECTION 7: Transparency, Confidentiality, and Disclosure.

- A. To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.

- B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law and will be maintained in City files for two years.

SECTION 8: City Clerk.

The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

- A. The protest does not state its opposition to the proposed Fees.

- B. The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.

- C. The protest does not identify a parcel served by the City that is subject to the proposed charge.

- D. The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest. Whether a

signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.

- E. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the Fees.
- F. The protest was not received by the City Clerk before the close of the public hearing on the proposed Fees.
- G. A request to withdraw the protest was received prior to the close of the public hearing on the proposed Fees.

SECTION 9: City Clerk’s Decisions Final.

The City Clerk’s decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

SECTION 10: Majority Protest.

- A. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed Fee.
- B. While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

SECTION 11: Tabulation of Protests.

At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing, and shall report the result to the City Council. If the number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received, but may instead deem them all valid without further examination.

Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City Clerk may determine the absence of a majority protest without opening the envelopes in which protests are returned.

SECTION 12: Report of Tabulation.

If at the conclusion of the public hearing, the City Clerk determines that he or she will require additional time to tabulate the protests, he or she shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation,

and the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

SECTION 13: This Resolution will become effective immediately upon adoption.

ADOPTED by the City Council of the City of Los Altos, California at a regular meeting on the 9th day of May, 2023, by the following vote:

- AYES:
- NOES:
- ABSENT:
- PRESENT:

Sally Meadows, MAYOR

Attest:

Melissa Thurman, CITY CLERK



PUBLIC CORRESPONDENCE

The following is public correspondence received by the City Clerk’s Office after the posting of the original agenda. Individual contact information has been redacted for privacy. This may *not* be a comprehensive collection of the public correspondence, but staff makes its best effort to include all correspondence received to date.

To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov

From: [Pat Marriot](#)
To: [Public Comment](#)
Subject: PUBLIC COMMENT ITEM #4 APRIL 25, 2023
Date: Thursday, April 20, 2023 5:10:03 PM
Attachments: [image003.png](#)

Council Members:

I receive notice of the council agendas in email and always look through them to see what's coming up.

I ask you to please make it a requirement that agenda item descriptions are meaningful to residents. For example:

- 4. Adopt a Resolution for the Approval of Guidelines for the submission and tabulation of protests in connection with Rate Hearings conducted pursuant to Article XIID, Section 6 of the California Constitution (A. Fairman)

Nothing in this blurb tells me it's about the sewer rate increase. Why is that key word missing?

I also found the snail mail notice on the sewer rate increase to be confusing and deceptive. It's poorly written and obscures the impact of the rate increase. The details are complicated, but a chart showing a typical sewer bill increasing year to year would have made everything clear. As it is, residents will have no idea that their sewer fees will double in 5 years.

At the February 28 council meeting we saw a chart showing increases in "Annual Bill" and "Monthly Rate" going out five years. Easily understood. Shows an increase of 116% from now until 2027.

<https://mccmeetingspublic.blob.core.usgovcloudapi.net/losaltosca-meet-8961f5b68adc4bcda4f41870ea8b97a0/ITEM-Attachment-001-c22f60eeaf74d6a9564103c0c473f80.pdf>

FIGURE 11. ANNUAL SINGLE-FAMILY SEWER BILL COMPARISON



The notice letter we received shows “Yearly Sewer Rates” and “Volumetric Rates” with a calculation using “hcf” and “EDU” – not trivially obvious.

There are probably legal requirements about wording used in the letter, but why couldn’t it have included a chart like the one shown in February so residents could clearly see what the rate increase would mean over the next five years? Too scary?

I also found out that if someone wants to send a protest letter, they must use the name on the outside of the envelope in which the notice came. If your house is in a trust, you have to sign with the name of the trust. My envelope went out with the recycle.

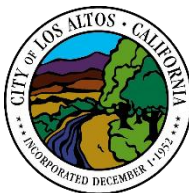
It would have been easy to include the addressee in the “greeting” of the notice, which is done all the time in mass mailings. Or there could have been a tear-off portion of the notice to return to the city. Was the intention to make protesting difficult?

I also ask you to require a meaningful “executive summary” in all staff reports, including costs of projects and consultants. The 2-28-23 sewer report left us to dig through a 46-page study to find the thing we most care about: how much will my sewer bill increase? It’s no wonder so many questions were asked by council members and residents.

Maybe the reason few people pay attention to council meetings is that so much work is involved to find the most basic and relevant information.

Thanks for listening,

Pat Marriott



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject Treasurer’s Report – Month Ended January 31, 2023

Prepared by: Minh Nguyen, Senior Accountant

Reviewed by: June Du, Finance Director

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. Change in Total Fund Balances by Fund
- 2. Cash Balances by Fund

Initiated by:

Staff.

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- None

Summary:

As indicated in the City’s response to the 2022 Civil Grand Jury Report, the City is providing this report as desired by the Grand Jury. The following attachment provides various financial transaction data for the City of Los Altos for the month of January 31, 2023.

Staff Recommendation:

Receive and accept the Treasurer’s Report through January 31, 2023.

Reviewed By:

City Manager

GE

City Attorney

JH

Finance Director

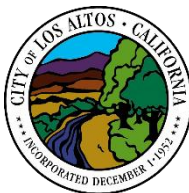
JD

January 2023 Activities

FUND	Estimated Ending Balance 12/31/2022	Revenue	Expenditures	Capital Expenditures	Transfer In/(Out)	Estimated Ending Balance 01/31/2023
RESERVE FUND						
PERS & OPEB Reserve	551,314					551,314
Technology Reserve	1,278,768					1,278,768
Fiscal Policy Reserve	8,757,349					8,757,349
Vets Memorial	8,615					8,615
General Fund	8,337,615	6,688,055	(4,571,297)			10,454,373
Total General Fund:	18,933,660	6,688,055	(4,571,297)	-	-	21,050,418
ENTERPRISE FUNDS						
Sewer Fund	23,162,154	4,878,156	(887,139)	(44,440)		27,108,730
Solid Waste Fund	3,785,086	1,096,308	(100,645)			4,780,749
Storm Drain Fund	-					-
Total Enterprise Funds:	26,947,239	5,974,463	(987,784)	(44,440)	-	31,889,479
CAPITAL IMPROVEMENT FUNDS						
Grant Reimbursement Fund	290,145					290,145
Capital Projects Fund	10,464,132			(94,935)	(48,000)	10,321,196
Equipment Replacement Fund	822,612				48,000	870,612
Total Capital Improvement Funds:	11,576,889	-	-	(94,935)	-	11,481,954
INTERNAL SERVICE FUNDS						
Dental/Vision Fund	(91,559)					(91,559)
Unemployment Fund	96,698					96,698
Workers Compensation Fund	1,529,433	477,774	(15,202)			1,992,005
	-					-
Total Internal Service Funds:	1,534,572	477,774	(15,202)	-	-	1,997,144
SPECIAL REVENUE FUNDS						
Road Maintenance (SB1)	633,994	59,631				693,625
CDBG Fund	-					-
Grants Fund-ARP Act	-					-
Downtown Parking Fund	898,376	27,200				925,576
Estate Donation Fund	18,191					18,191
Gas Tax Fund	2,256,683	134,838				2,391,521
Prop 1B Road Maintenance	130					130
Measure B	436,933					436,933
In Lieu Park Fund	7,877,824					7,877,824
Supplemental Law Enforcement Fund	197,563	8,333				205,897
TDA Fund	88,358					88,358
Traffic Impact Fee Fund	(218,523)					(218,523)
Vehicle Registration Fund	1,192,389					1,192,389
PEG Fees	205,815					205,815
Public Art Fund	498,237					498,237
Storm Drain Deposits	56,086					56,086
AB-1379 CASP Fee	6,235	1,386				7,621
Vehicle Impound Fund	1,783					1,783
Total Special Revenue Funds:	14,150,072	231,389	-	-	-	14,381,461
DEBT SERVICE FUND						
General Obligation Bond	526,326		(1,833)			524,493
Community Center Lease	517,977					517,977
Total Debt Service Fund:	1,044,302	-	(1,833)	-	-	1,042,470
AGENCY FUND						
Blue Oaks Line Sewer	51,322	31,414				82,736
Total Debt Service Fund:	51,322	31,414	-	-	-	82,736
ALL FUNDS TOTAL	74,238,058	13,403,095	(5,576,116)	(139,375)	-	81,925,662

January 2023 Activities

FUND	Estimated Ending Cash Balance 12/31/2022	Debit	Credit	Estimated Ending Cash Balance 01/31/2023
RESERVE FUNDS				
PERS & OPEB Reserve	551,314			551,314
Technology Reserve	1,278,768			1,278,768
General Fund	19,972,200	7,498,323	(6,576,805)	20,893,718
Payroll Liability Fund	(290,360)	896,878	(557,277)	49,241
Total General Fund:	21,511,921	8,395,201	(7,134,082)	22,773,040
ENTERPRISE FUNDS				
Sewer Fund	9,481,320	4,900,063	(953,423)	13,427,960
Solid Waste Fund	5,169,336		(79,897)	5,089,439
Storm Drain Fund	802			802
Total Enterprise Funds:	14,651,458	4,900,063	(1,033,320)	18,518,201
CAPITAL IMPROVEMENT FUNDS				
Grant Reimbursement Fund	334,172			334,172
Capital Projects Fund	10,640,749		(115,996)	10,524,753
Equipment Replacement Fund	853,571	48,000	(30,959)	870,612
Total Capital Improvement Funds:	11,828,492	48,000	(146,955)	11,729,537
INTERNAL SERVICE FUNDS				
Dental/Vision Fund	(91,559)			(91,559)
Unemployment Fund	96,698			96,698
Workers Compensation Fund	6,670,156		(64,300)	6,605,856
	-			-
Total Internal Service Funds:	6,675,295	-	(64,300)	6,610,995
SPECIAL REVENUE FUNDS				
Road Maintenance (SB1)	632,955	59,631		692,586
CDBG Fund	-			-
Downtown Parking Fund	897,027	27,200		924,227
Estate Donation Fund	18,161			18,161
Gas Tax Fund	2,252,544	134,838		2,387,382
Prop 1B Road Maintenance	56			56
Measure B	435,988			435,988
In Lieu Park Fund	7,862,040			7,862,040
Supplemental Law Enforcement Fund	197,563	8,333		205,897
TDA Fund	35,634			35,634
Traffic Impact Fee Fund	(218,939)			(218,939)
Vehicle Registration Fund	1,190,434			1,190,434
PEG Fees	204,527			204,527
Public Art Fund	498,344		(108)	498,237
Storm Drain Deposits	56,086			56,086
AB-1379 CASP Fee	6,235	1,188	198	7,621
Vehicle Impound Fund	1,783			1,783
Total Special Revenue Funds:	14,070,438	231,191	90	14,301,719
DEBT SERVICE FUNDS				
General Obligation Bond	526,326		-	526,326
Community Center Lease	517,977			517,977
Total Debt Service Fund:	1,044,302	-	-	1,044,302
AGENCY FUND				
Blue Oaks Line Sewer	52,372	31,414	(45,828)	37,958
Total Debt Service Fund:	52,372	31,414	(45,828)	37,958
ALL FUNDS TOTAL	69,834,278	13,605,869	(8,424,394)	75,015,753



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject: Resolution 2023-XX: A Memorandum of Understanding (MOU) between City of Los Altos & Los Altos Police Officer Association (LAPOA); five (5) year agreement

Prepared by: Irene Barragan Silipin, Human Resources Director

Reviewed by: Gabriel Engeland, City Manager

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- Resolution 2023-XX
- Memorandum of Understanding (MOU) July 1, 2023 – June 30, 2028

Initiated by:

City Council/City Manager

Previous Council Consideration:

Closed sessions on April 11, 2023

Fiscal Impact:

There is no fiscal impact in the current fiscal year for the adoption of the proposed resolution and MOU. Expenditures required this fiscal year, should this item be approved, have been included in the budget.

If adopted, the budget impact would be approximately \$450,000 in fiscal year 2023/24.

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- Does the Council wish to adopt Resolution 2023-XX and the terms within the Successor Memorandum of Understanding (MOU) reached by the City and Los Altos Police Association?

Summary:

- The current MOU between City of Los Altos & Los Altos Police Officer Association (LAPOA) will expire on June 30, 2023

City Manager

GE

Reviewed By:

City Attorney

JH

Finance Director

JE



Subject: Resolution 2019-XX: A Memorandum of Understanding (MOU) between City of Los Altos & Los Altos Police Officer Association; five (5) year agreement

- Negotiations between the City and LAPOA representatives for a successor MOU commenced on December 1, 2022 and concluded on March 27, 2023
- Los Altos Police Officer Association (LAPOA) members have ratified the successor agreement
- The agreement provides for a five-year term expiring on June 30, 2028.

Staff Recommendation:

Staff recommends that the City Council approve Resolution 2023-XX and the terms outlined in the MOU (attachment 2) between City of Los Altos & Los Altos Police Officer Association, which includes a five (5) year agreement.

Purpose

The purpose of the recommended terms for a new five-year agreement expiring on June 30, 2028, with Los Altos Police Officer Association (LAPOA) is to ensure continuation of excellent public safety to the Los Altos Community.

Los Altos is a service organization. In order to be a high-performing agency the City must be able to attract, recruit, and retain competent and qualified employees to meet the demands and desires of the community. To achieve and maintain these high standards of service and performance, the City must employ personnel who exemplify our City’s values. A public service environment that is attractive to such individuals depends upon many factors, including a positive culture, pride in the mission of the organization, teamwork and a collaborative work environment, a competitive total compensation program, and non-monetary benefits such as recognition in the workplace for accomplishments, professional development, and opportunities for promotion. The City is committed to becoming an employer of choice as part of an overall strategy of talent acquisition and development.

The proposed MOU will further the City’s mission and is in line with the City Council’s adopted Employee Total Compensation Philosophy.

Background

On June 30, 2023, the labor agreement between City of Los Altos & Los Altos Police Officer Association is set to expire. In preparation for the new labor agreement, representatives from the City and Los Altos Police Officer Association met and conferred in good faith to reach an agreement on a successor MOU for the City Council’s approval.

The City of Los Altos and LAPOA initiated negotiations by identifying the overlapping interests and set the framework to reach an agreement that covered the areas of employee attraction, recruitment, retention, quality of life (physical, mental and financial wellness) and recognition for special skillsets.

As a result of identifying these shared interests, our negotiation process enabled negotiators to work together to find solutions or improvements to challenges in the focus areas identified. This framework



Subject: Resolution 2019-XX: A Memorandum of Understanding (MOU) between City of Los Altos & Los Altos Police Officer Association; five (5) year agreement

offered a transparent, thoughtful negotiation that enabled both parties to make decisions around pay and working conditions that were in line with the City Council’s adopted Employee Total Compensation Philosophy.

The parties successfully reached a tentative agreement on all terms and conditions of employment, which are included as attachment two (proposed MOU) in this report. LAPOA members met and successfully ratified the tentative agreement for a five-year MOU. Final approval of the successor MOU is now before the City Council for consideration.

Discussion/Analysis

The proposed labor agreement is being presented to the City Council for adoption with an understanding that this MOU offers benefits around employee total compensation as outlined in the Council adopted Employee Total Compensation Philosophy.

The agreed upon terms of this proposed MOU include two separate 5% base salary increases; career milestone lump sum payments that range from 2.5% to 5% based on prior years of public service; longevity pay for five (5) years of service; special assignment pays; and training focused on Anti-Bias Training and community policing.

The five-year term has a “look in” provision for compensation at the beginning of the fourth year of the agreement and can be re-opened for discussion of specific items at the beginning of year three and year four. Changes to the terms of the agreement during the “look in” provision and at the “re-open” periods are at the sole discretion of the City. Both parties will enter negotiations on future successor MOUs at the beginning of the fifth year of the agreement.

In summary, the proposed agreement is expected to correct or improve areas where the City has historically underperformed, and was designed to:

- Increase attraction and recruitment of Los Altos public safety personnel. These are areas where Los Altos has specifically found it difficult to attract and hire qualified, experienced personnel.
- Increase retention of public safety personnel. Public safety personnel often leave the City for other opportunities prior to being employed for five years, and regularly depart prior to three years of service. Currently, Los Altos invests heavily in training of officers, including paying to attend academies. Departures that happen this quickly result in a significant loss of funds put towards training and development.
- Provide annual, mandatory anti-bias and community policing training. The training will be selected by the Chief in consultation with the City Manager and all personnel covered by the MOU will be required to attend.



Subject: Resolution 2019-XX: A Memorandum of Understanding (MOU) between City of Los Altos & Los Altos Police Officer Association; five (5) year agreement

- Increase specialty and/or on call pay in recognition of the training and expertise retained by Los Altos personnel including, use of force training, SWAT participation, and special assignments, such as Detective.

The successor agreement will take effect upon the City Council’s adoption and the five-year term will expire on June 30, 2028.

Recommendation

Staff recommends that the City Council approve Resolution 2023-XX and the terms outlined in the MOU (attachment 2) between City of Los Altos & Los Altos Police Officer Association, which includes a five (5) year agreement.

RESOLUTION NO. 2023-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TO ADOPT THE MEMORANDUM OF UNDERSTANDING WITH
LOS ALTOS PEACE OFFICER’S ASSOCIATION**

WHEREAS, Los Altos Peace Officers’ Association (LAPOA) Memorandum of Understanding (MOU) dated July 1, 2021 through June 30, 2023 will be expiring.

WHEREAS, representatives from the City and LAPOA met and conferred in good faith to reach a successor agreement; and

WHEREAS, on March 2, 2023, the parties reached a tentative agreement pending ratification by LAPOA members and approval by City Council; and

WHEREAS, on March 27, 2023, LAPOA members completed voting and successfully ratified the terms of the five (5) year successor MOU.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby: Approves and adopts the Memorandum of Understanding between the City and LAPOA for a term from July 1, 2023 – June 30, 2028.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the 25 day of April, 2023 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Sally Meadows
Mayor

Attest:

Melissa Thurman, MMC
City Clerk



MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LOS ALTOS
AND
LOS ALTOS PEACE OFFICERS' ASSOCIATION

MARCH XX, 2023 ~~JULY 1, 2021~~ THROUGH JUNE 30, 2023 ~~28~~

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF LOS ALTOS
and the
LOS ALTOS PEACE OFFICERS' ASSOCIATION
MARCH XXJULY 1, 2021 - JUNE 30, 202328

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 *et. seq.*) and has been jointly prepared by the parties.

SECTION 1. PARTIES TO THE AGREEMENT

This Memorandum of Understanding (MOU or Agreement) has been executed by representatives of the City Council of the City of Los Altos (City) and by representatives of the Los Altos Peace Officers' Association.

SECTION 2. RECOGNITION

The Los Altos Peace Officers' Association (Association) is acknowledged as the recognized representative for all full-time employees assigned to the classifications set forth in Appendix A, which is attached hereto.

SECTION 3. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of the MOU, the following authorized agents have been designated:

The City's principal authorized agent shall be the City Manager or designee. The address shall be: City of Los Altos, 1 North San Antonio Road, Los Altos, California 94022.

The Association's principal authorized agent shall be the President of the Los Altos Peace Officers' Association, P.O. Box 1311, Los Altos, California 94023.

SECTION 4. MANAGEMENT RIGHTS

The City reserves all rights with respect to matters of general legislative, managerial and financial policy including, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and the levels of service; determine the procedures and standards of selection for employment; direct and schedule its employees; establish and enforce performance standards; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work. These rights shall be limited only as specified in this Agreement.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

SECTION 5. ASSOCIATION RIGHTS

The Association will be notified and given the opportunity to meet and confer prior to changes in the terms and conditions of employment which are within the scope of representation as defined by the Meyers Milias Brown Act. The City retains the right to act on matters within the scope of representation after discharging all of its obligations under the Meyers Milias Brown Act.

SECTION 6. ASSOCIATION SECURITY

- 6.1 DUES DEDUCTIONS: Payroll deductions for membership dues and assessments (“Dues Deductions”) shall be made by the City to the Association. The following procedures shall be observed in the withholding of employee earnings:
 - a. Dues Deductions shall be for an amount set by the Association. Dues deductions shall be made upon notice from the Association that it has and will maintain employees’ written authorization to be a dues-paying member of the Association.
 - b. Employees who have elected not to join or participate in activities of the Association shall not be required to pay dues to the Association.
 - c. Dues Deductions withheld by the City shall be promptly transmitted to the Association electronically unless the parties agree to another method of transmission.
 - d. The City shall implement new, changed, or cancelled Dues Deductions by the second full pay period following receipt of notice of the new, changed or cancelled Dues Deductions from the Association.
 - e. When an employee is in a non-pay status for an entire pay period, no Dues Deductions will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no Dues Deduction shall be made. In this connection, all required deductions have priority over the Association Dues Deductions.
 - f. The Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.
 - g. The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Section. This duty to indemnify and hold harmless shall not apply to actions

related to compliance with this Section 6 brought by the Association against the City. This paragraph shall not apply to any claim against the City where the City failed to process a timely request to change or cancel Dues Deduction, as provided in paragraph d, above.

- 6.2 NEW EMPLOYEE ORIENTATION: The City shall provide the Association with written notice of new employee orientations at least ten (10) calendar days prior to the orientation, unless unfeasible, in which case the City shall provide as much advanced notice as reasonably possible. The notice shall include time, date, and location of the orientation. Representatives of the Association shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory.
- 6.3 EMPLOYEE LIST: The City shall provide the Association with the name and job title of all employees in the bargaining unit once every 120 days, which the parties agree will occur in September, January and May of each year.
- 6.4 COMMUNICATION WITH EMPLOYEES: The Association shall be allowed use of available bulletin board space as determined by the City Manager or designee. The bulletin board shall be used to notify employees of matters pertaining to official Association business and shall not contain any derogatory, defamatory, or inflammatory statements concerning the City or City personnel, nor any materials which could impair the operation of the City.

Prior to posting any notice or material on the Association bulletin board, the Association shall provide one (1) copy of the notice or material to the Chief of Police.

- 6.5 TIME OFF FOR MEETING AND CONFERRING: The City agrees to provide reasonable paid time off for up to four (4) individuals who will serve as the Association representatives for the purposes of meeting and conferring (“paid release time”). Paid release time is subject to staffing availability may not interfere with the efficiency, safety and security of City operations, and requires advance authorization from the City Manager or designee. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s), however, to avoid the risk of fatigue and exhaustion that may occur due to prolonged negotiations, at the request of the Association representative(s) participating during non-scheduled work hours, the City will make reasonable efforts to modify, adjust or flex the representative’s work hours to credit such time as non-overtime hours worked. Reasonable efforts does not include the authorization of overtime.
- 6.6 ADVANCED NOTICE: Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any new or proposed change to any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department. The Association shall be given the opportunity to meet and confer with designated City representatives prior to the adoption or implementation of said new or proposed change only as they pertain to

the items directly relating to matters within the scope of representation and not those matters outside the scope of representation such as, but not limited to, those reserved by the City in Section 4 Management Rights.

SECTION 7. LIGHT / MODIFIED DUTY

7.1 POLICY STATEMENT: It is the policy of the Los Altos Police Department that light duty or modified work assignments may be assigned on a temporary and limited basis only at the discretion of the City Manager or designee. Each request for light duty or modified work assignment, whether initiated by management or by the individual involved will be evaluated on a case-by-case basis.

7.2 EVALUATION CRITERIA: An attending physician's statement must be obtained prior to assignment to light or modified duty. The statement must estimate a recovery date, which can be adjusted based upon accelerated rehabilitation, recovery or aggravated circumstances.

The duration of light or modified duty shall be determined on a case-by-case basis, but permanent assignment will not be approved. Any light or modified duty for more than six (6) months will be reevaluated by the City Manager or designee. The final approval of light or modified duty assignments lies with the City Manager or designee, based on the needs of the Department.

7.3 ADMINISTRATION OF LIGHT OR MODIFIED DUTY ASSIGNMENTS: Assignment to light or modified duty can be initiated by a request from the employee or in the form of a directive from the City Manager or designee. A memorandum shall be prepared and routed through the chain of command stating the reasons for the light or modified duty assignment and the duties to be performed. Appropriate physician endorsements shall accompany the memorandum.

Employees assigned to light or modified duty shall receive immediate supervision from the supervisor of the section to which the employee is assigned.

An employee assigned to light or modified duty shall generally work a standard eight (8) hour, five (5) day workweek. However, other alternate work schedules may be assigned by the City Manager or designee based on the needs of the Department.

Sworn officers assigned to light or modified duty may, depending on circumstances, retain their peace officer status. However, since the intent of this section is to keep employees working without subjecting them to conditions that might aggravate their medical condition, assignments shall be confined primarily to non-line functions including, but not limited to: community surveys, dispatching (unless not properly trained), court officer assignments, background investigation, clerical functions, non-critical criminal investigations, desk officer duty, etc.

Assignments will be determined based upon the individual characteristics of the injury or illness involved, and shall be at the discretion of the City Manager or designee.

SECTION 8. SALARY

- 8.1 GENERAL SALARY INCREASE FOR 2023~~21~~/2024~~22~~: Effective the pay period that includes July 1, 2023~~21~~, ~~or the pay period during which Council approves this MOU (whichever is later)~~, base salaries of all represented classifications shall be increased by ~~three and eight-tenths five~~ percent ~~(5%)(3.8%)~~.

- 8.2 MARKET/EQUITY SALARY INCREASE SURVEY FOR 2025~~21~~/2026~~22~~: Effective the pay period that includes July 1, 2021, ~~or the pay period during which Council approves this MOU (whichever is later)~~, base salaries of sworn classifications shall be increased by ~~an additional one and two-tenths percent (1.2%)~~. No later than September 2025, the City and the Association will meet to discuss appropriate comparator agencies and market criteria to include in the market compensation study. The study will evaluate total compensation to be in effect as of January 2026 and survey all classifications represented by the Association. The Parties will target sharing the completed market salary survey with the Council in March 2026.

- 8.3 GENERAL SALARY INCREASE FOR 2026~~22~~/2027~~23~~: Effective the pay period that includes July 1, 2026~~22~~, base salaries of all represented classifications shall be increased by five percent (5%). ~~the April 2022 12-month Consumer Price Index for the San Francisco Area set by the U.S. Department of Labor Bureau of Labor Statistics (minimum 3% / maximum 3.5%)~~.

- 8.4 RATIFICATION PAYMENT TO NON-SWORN CLASSIFICATIONS: Effective the pay period that includes July 1, 2021, ~~or the pay period during which Council approves this MOU (whichever is later)~~, all employees serving in non-sworn classifications shall receive a non-pensionable lump sum ratification payment in an amount of one and two-tenths percent (1.2%) of their respective salaries as of June 30, 2021. ~~The lump sum ratification payment shall be issued via separate check.~~ LIMITED REOPENER FOR SALARY INCREASES FOR 2027/2028: Effective the pay period that includes January 1, 2027, the Parties agree to a limited reopener to this Agreement wherein the Parties agree to restrict the topics for negotiations to base salaries of represented classifications and two (2) other items proposed by the Association.

- 8.5 LUMP SUM PAYMENTS FOR CAREER MILESTONES: ~~Effective the pay period that includes July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees serving in represented classifications shall receive a non-pensionable lump sum payment of one thousand dollars (\$1,000).~~
 - a. Commencing the first full pay period following Council approval of this Agreement and continuing thereafter, employees with three (3) years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to five percent (5%) of base pay in the pay period following completion of their third year of work experience. Employees with more than three (3) years of work experience as of the first full pay period following Council approval shall receive the 5% lump sum payment in recognition of their prior public safety service and experience.

 - b. Commencing with the pay period including July 1, 2025, and continuing thereafter, employees with seven (7) years of public safety work experience (as defined in Section 9.1)

shall receive a non-pensionable lump sum payment equal to two and one-half percent (2.5%) of base pay in the pay period following completion of their seventh year of public service. Employees with more than seven (7) years of public safety work experience on July 1, 2025, shall receive the 2.5% lump sum payment in recognition of their prior service and experience.

c. Commencing with the pay period including July 1, 2025, and continuing thereafter, employees with 10 years of public safety work experience (as defined in Section 9.1) shall receive a non-pensionable lump sum payment equal to two and one-half percent (2.5%) of base pay in the pay period following completion of their tenth year of public service. Employees with more than 10 years of public safety work experience on July 1, 2025, shall receive the 2.5% lump sum payment in recognition of their prior public safety service and experience (for a total of 5% Career Milestone Bonus).

8.58.6 Effective Date of Lump Sum Payments for Career Milestones: Each employee is singularly responsible for notifying Human Resources that they have prior years of public safety work related experience from another agency for determining Lump Sum Payments for Career Milestones. Lump Sum Payments for Career Milestones shall begin on the first full pay period following the employee’s respective anniversary date or beginning the first full pay period after the employee provides notice to Human Resources that they have prior years of public safety work experience from another agency for determining Lump Sum Payments for Career Milestones, whichever is later.

8.76 Salary schedules for all represented classifications during the term of this Agreement are listed in Appendix A.

SECTION 9. INCENTIVE PAY

9.1 Longevity Pay Premium:

Commencing with the pay period that includes July 1, 2024, the City will establish a Longevity Pay Premium for all represented classifications. All sworn employees that have at least five (5) years of sworn work experience under Penal Code section 830.1 shall receive an additional five percent (5%) of base pay and all miscellaneous employees that have at least five (5) years of work experience in their current job classification series (i.e., Communications Officer/Dispatch professionals or Community Service Officers) shall receive an additional five (5%) of base pay. This premium will be paid for all hours in paid status similar to other Special Assignment Pay premiums. Years of prior works experience in the job classifications series from other public agencies shall be included in the calculation of five (5) years of work experience.

9.2 Effective Date of Longevity Pay

Each employee is singularly responsible for notifying Human Resources that they have prior years of public safety work experience from another agency for determining Longevity Pay. Longevity pay shall begin on the first full pay period following the employee’s five year anniversary ~~date~~ or beginning the first full pay period after the employee provides notice to Human Resources that they have prior years of public safety work experience from another agency for determining Longevity Pay whichever is later.

Longevity pay is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(1) and Section 571.1(a)(1).

SECTION 109. SPECIAL ASSIGNMENT PAY

The City will provide an additional ~~five percent (5%)~~ of base pay to employees assigned to the following:

910.1 Canine Officer Premium. Employees who are routinely and consistently assigned to handle, train and board a canine shall receive a 5% of base pay as Special Assignment Premium.

910.2 Motorcycle Patrol Premium. Employees who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive a 5% of base pay as Special Assignment Premium.

910.3 Detective Division Premium. Employees who are routinely and consistently assigned to the detective or investigative division or the following intelligence duties: Santa Clara County Special Enforcement Team (SCCSET), School Resource Officer (SRO), Regional Auto Theft Task Force (RATTF) shall receive a 5% of base pay as Special Assignment Premium.

910.4 Administrative Officer Premium: Employees who are routinely and consistently assigned to provide support for the police chief and command staff in the operation of the police department shall receive a 5% of base pay as Special Assignment Premium.

10.5 Use of Force Instructor Premium: Effective the pay period including July 1, 2025, employees who are routinely and consistently assigned to be Use of Force Instructors (e.g., Firearms, TASER, Defensive Tactics) shall receive a 2% of base pay as Training Instructor premium. The Chief of Police or designee shall determine which positions are eligible to be Use of Force Instructors as well as the total number of instructors needed for effective operations.

The Parties agree that to the extent permitted by law, special assignment pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

10.6 Detective Standby: Effective the pay period including July 1, 2024, employees in the Detective Division that are placed in a Standby (or On-Call) status while off duty shall receive a \$200 incentive for each week they are designated as the Standby Detective.

SECTION 110. EDUCATIONAL INCENTIVE PAY

The City will provide the following educational ~~incentive~~-pay:

110.1 Peace Officer Standards and Training (POST) Certificate Pay

The City shall provide an additional five percent (5%) of base pay to employees who possess a POST Intermediate Certificate.

The City shall provide an additional two and one half percent (2.5%) of base pay to employees who possess an Advanced POST Certificate. This two and one-half percent (2.5%) shall be in addition to the five percent (5%) specified above.

The City shall provide an additional two and one-half percent (2.5%) of base pay to supervisory employees (Sergeants and Lead Dispatcher) who possess the Supervisory POST Certificate. This two and one-half percent (2.5%) shall be in addition to the seven and one-half percent (7.5%) specified above.

110.2 Education Pay for Crisis Intervention Training Pay and Anti-Bias Training Pay

Employees shall receive one percent (1%) of base pay for completing the Crisis Intervention Training Program (CIT).

Effective July 1, 2024, employees shall receive one percent (1%) of base pay for completing Anti-Bias Based Policing Training.

110.3 Effective Date of Educational Pays

Educational incentive pay shall begin on the first full pay period after the employee has documentation to the Police Chief or designee that shows the requisite certificate(s), training and/or education has been attained. Each employee is singularly responsible for submitting all documentation to qualify for Educational Incentive Pay.

The Parties agree that to the extent permitted by law, educational pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(2) and 571.1(b)(2).

SECTION 124. BILINGUAL PREMIUM PAY

~~The City shall pay thirty four dollars and sixty two cents (\$34.62) per pay period to employees approved to receive bilingual pay.~~ Effective July 1, 2023, the City shall pay fifty dollars (\$50) per pay period to employees approved to receive bilingual pay. To receive this pay, employees must demonstrate the ability to both understand and effectively communicate in a language other than English that the Police Chief or designee has determined is necessary for the effective or efficient operation of the City. The Police Chief or designee maintains the right to determine the number of employees eligible to receive this pay.

Employees receiving this pay are required to speak the second language in the course and scope of their employment when it is necessary and may be asked to assist in translating.

The Parties agree that to the extent permitted by law, bilingual premium pay is special compensation and shall be reported as such pursuant to Title 2 CCR Sections 571(a)(4) and 571.1(b)(3).

SECTION 132. HOSTAGE, TACTICAL, SWAT TEAM PARTICIPATION

Effective the pay period including July 1, 2023, All full-time unit employees designated as members of the City Hostage Negotiation, Tactical Response, or SWAT teams will receive an additional five percent (5%) of base pay while acting in this capacity for each hour actually worked, including training.

- Hostage Negotiation
- Tactical Response
- SWAT (Special Weapons And Tactics)
- Field Training Officer (Sergeants are not eligible).
- Communications Training Officer

Effective the pay period including July 1, 2024, in lieu of the five percent (5%) of base pay premium for each hour actually worked while acting in the capacity as a member of the Hostage Negotiation team, Tactical Response, or SWAT, employees designated as members to the SWAT or Hostage Negotiation team will receive two percent (2%) of base pay. This premium will be paid for all hours in paid status similar to other Special Assignment Pay premiums.

The Parties agree that to the extent permitted by law the premium pays set forth above qualify as special compensation under [Title 2 CCR 571](#) and [Title 2 CCR 571.1](#). In the event that the City or the Association learn that any of the pay items listed above may or will not be recognized as special compensation, the parties will reopen negotiations on the narrow and specific issue of providing the compensation associated with those premiums in a manner that complies with CalPERS reporting requirements.

SECTION 143. ACTING CAPTAIN ~~OR POLICE SERVICES MANAGER~~

All full-time unit employees designated as Acting Captain ~~or Police Services Manager~~ will receive an additional five percent (5%) of base pay for each hour worked while acting in this capacity.

The Parties agree that to the extent permitted by law, acting pay is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3).

SECTION 154. ACTING OUT OF CLASS PAY

All full-time unit employees appointed to work out of class will receive a minimum five percent (5%) additional pay for each hour acting in this capacity.

The Parties agree that to the extent permitted by law, acting out of class pay is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3).

SECTION 165. HOLIDAY PAY

165.1 OBSERVED HOLIDAYS: The following are City-observed holidays:

New Year’s Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
<u>Cesar Chavez Day</u>	<u>March 31</u>
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
<u>Indigenous People’s Day</u>	<u>Second Monday of October</u>
Labor Day	First Monday in September

Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
<u>Christmas Eve</u>	<u>December 24</u>
Christmas Day	December 25

The City observes and end of year closure on the working days which fall between the day after Christmas and before New Year’s Day. The closure will be observed as paid holiday for classifications that do not receive holiday in lieu pay.

Holidays that fall on Saturday will be observed the prior Friday. Holidays that fall on Sunday will be observed the following Monday.

- 165.2 HOLIDAY IN LIEU: The following classifications receive pay for City-observed holidays in the form of five percent (5%) of base pay for regularly-scheduled hours each pay period: Police Sergeant, Police Agent, Police Officer, Police Officer Trainee, Communications Officer, and Lead Communications Officer.

Police Officer Trainees that attend a Police Academy that observe holidays shall not be entitled to Holiday In-Lieu Pay.

The Parties agree that to the extent permitted by law, Holiday In-Lieu Pay is special compensation and shall be reported as such to CalPERS, pursuant to Title 2 CCR section 571(a)(5) and 571.1(a)(4).

- 165.3 PAID HOLIDAYS OFF: On each City-observed holiday, every Community Services Officer will receive one (1) full shift of paid time off.
- 165.4 FLOATING HOLIDAYS: In addition to the City-observed holidays identified above, Community Services Officers are entitled to two (2) floating eight (8) hour holidays per year. The first floating holiday accrues on October 1st, the second floating holiday accrues on April 1st.

SECTION 176. HOURS OF WORK AND OVERTIME

- 176.1 FAIR LABOR STANDARDS ACT (FLSA) OVERTIME DEFINED: The established FLSA work period for all sworn employees shall be twenty-eight (28) consecutive days with an FLSA overtime threshold of one hundred seventy one (171) hours actually worked, pursuant to 29 U.S.C. section 207(k). The established FLSA work period for all miscellaneous employees shall be seven (7) consecutive workdays with an FLSA overtime threshold of forty (40) hours actually worked.

- 176.2 CONTRACTUAL OVERTIME DEFINED: Employees shall receive overtime compensation for all hours worked in excess of their regularly-scheduled shifts. Paid leave hours will be counted as hours worked for purposes of calculating contractual overtime.

- 176.3 CONTRACTUAL OVERTIME RATE DEFINED: The contractual overtime rate for each contractual overtime hour worked is an employee’s pay period salary plus

includable compensation as defined by the FLSA at 29 U.S.C. section 207(e), divided by eighty (80), times one and one half (1.5).

176.4 CANINE HANDLERS: ~~Through December 31, 2021, employees assigned as canine handlers will be assigned to work a ten (10) or twelve (12) hour shift; however, one hour per workday will be allowed for grooming and maintenance of the canine and will be considered on duty time. Duty time worked by the canine handler in excess of the assigned shift shall be compensated at contractual overtime rate. Effective January 1, 2022,~~ Employees assigned as canine handlers shall be paid seven (7) hours at the contractual overtime rate per pay period for off-duty time spent on grooming and maintenance of their canine partner. The City and the Association have considered the time that canine handlers typically spend on off-duty canine care and have determined the reasonable amount of time is seven (7) hours per pay period. Canine handlers are not permitted to work more than seven hours per pay period on off-duty canine care.

176.5 COMPENSATORY TIME OFF: Employees shall be allowed to accrue up to one hundred and forty (140) hours of compensatory time off in lieu of paid overtime subject to the approval of the Chief of Police. Effective the last pay period in November, all accrued compensatory time hours above one hundred (100) hours will be cashed out and payment of cashed out hours will be made on the first pay period in December. Compensatory time payment shall be in a separate check.

An employee wishing to use their accrued CTO shall provide their supervisor with reasonable notice. An absence that will unduly disrupt operations of the Department will not be granted.

176.6 CONSECUTIVE SHIFTS / EIGHT HOUR REST PERIOD: An employee who works their entire shift or longer will receive no less than eight (8) hours of time off before returning to duty or other required work assignments (required training, court etc.). In no event shall an employee be required to work more than sixteen (16) consecutive hours.

In the event the eight (8) hour rest period between shifts includes time that the employee would normally be scheduled to work, the City will pay the employee straight-time for those hours. However, an employee will return to work to complete his/her normal shift if there is any time remaining on his/her shift after the eight (8) hour rest period is completed.

These provisions do not apply to voluntary overtime, special events or voluntary training. Also exempt are traffic court appearance or work assignments under four (4) hours. The eight (8) hour rest period requirement can be waived if mutually agreed to by the employee and the employee's supervisor.

Exceptions to the above are:

- a. Unforeseen emergency situations such as; extended tactical events, natural disasters or other extraordinary events requiring more than normal police staffing. Backfilling for sick calls or common staffing issues do not constitute an emergency for the purposes of this section.

- b. It is understood that Specialty assignments can be exempt from these provisions and will occasionally require employees assigned to those specialties to work beyond sixteen (16) hours or to require employees to return to duty prior to the eight (8) hour rest period. However, when practical, the Supervisor of the employee or Watch Commander will make every effort to comply with the provisions above.

It is the employee’s responsibility to notify their supervisor or the on-duty Watch Commander that their schedule is approaching the sixteen (16) hours of consecutive work and their need for the rest provisions above. Employees should notify their supervisors as soon as practical to ensure that proper staffing is maintained.

17.6.7 ADMINISTRATIVELY ALTERED SHIFTS: When an employee is directed to alter their shift with less than a twenty-four (24) hour notice, the employee shall be compensated at a rate of time and one half (1.5) the employee’s base rate of pay for every hour worked outside their normal shift.

The maximum work hours of sixteen (16) hours and the eight (8) hour rest period requirement will be observed for all altered shifts except for employees assigned to Detectives division and RATTF.

17.8 LUNCH PERIOD: Employees assigned to specialty positions and Community Service Officers (CSO’s) are entitled to one (1) paid thirty (30) minute lunch period during their assigned shift. Employees may be required to handle calls for service or other events during their lunch period.

17.9 COURT OVERTIME: An employee who is required to make a work-related court appearance that is not contiguous to their regular work shift, shall be compensated for the actual hours worked or four (4) hours, whichever is greater, at the contractual overtime rate.

If an employee’s work-related court appearance is cancelled after he/she reports to court, the employee shall receive the four (4) hour minimum compensation. If the appearance extends beyond four (4) hours, the member shall be compensated on an hour-per-hours basis to the nearest fifteen (15) minute increment.

Actual hours worked for purposes of this section shall include court preparation time, travel time between the Department and court and any break in the court session, including but not limited to lunch periods. Court overtime compensation will terminate when employee’s normally-scheduled work shift begins.

At no time will an employee be paid twice for the same work hours. If the employee has overlapping court appearances, the employee will be paid for the true hours worked or the four (4) hour minimum compensation, whichever is greater.

~~16.10~~ 17.10 COURT STANDBY: Off-duty employees who are placed on approved telephone standby for a court/hearing appearance shall receive a lump sum of \$200.00 per day.

If an employee on telephone standby is instructed to appear in person at a time consecutive to the standby, the employee will be paid at the employee’s contractual overtime rate from the time standby began until the appearance has concluded. In no event shall this amount be less than the four (4) hour minimum set forth in Section 16.9. In this situation, the employee will receive overtime compensation in lieu of standby pay.

If an employee on approved telephone standby is instructed to appear at a time nonconsecutive to the standby, the employee shall be eligible for both court standby pay and court overtime for the time spent appearing. However, no employee shall be entitled to more than one instance of court standby pay per 24-hour period.

~~16.11~~ 17.11 “E” DAY: If staffing allows, employees have the discretion of either working at straight time pay or taking time off on their “E” day if approved by their supervisor or the on-duty Watch Commander. Employees working a twelve (12) hour shift on their “E” day shall be paid at the contractual overtime rate for the final four (4) hours of the “E” day shift assignment.

~~17.12~~ TRAINING/TRAVEL COMPENSATION: All training must be approved by the Police Chief or designee.

a. Training ~~deemed “mandated”~~ approved by the Police Chief or designee will be handled as follows:

1. ~~For all mandated training except CPT or SWAT, T~~the employee’s work schedule may be adjusted to minimize the amount of overtime incurred. If any adjustment results in the need for overtime (e.g., to backfill on a shift that had to be flexed off), the employee whose shift has been adjusted will have the right of first refusal to the overtime assignment. ~~For CPT and SWAT, officers must adjust their schedules so as not to incur overtime to attend.~~
2. Any overtime for training must be approved by the Police Chief or designee prior to attending the training.
3. Mileage and all other payments, reimbursements and/or advances will be in accordance with the City of Los Altos Administration Instruction, Travel and Expense Policy. Mileage will be reimbursed according to actual miles travelled between the employee’s home and the training site.
4. Employees that travel for training on a non-work day (unadjusted) shall be paid for actual travel time between the employee’s home and the training site. Employees that travel for training on a work day shall be paid for actual travel time between the employee’s home and the training site beyond the employee’s normal commute.

- 5. All costs associated with trainings must be reviewed and approved by the Police Chief or designee prior to the training.
- 6. Any lunch break period during mandated training shall be treated as hours worked.

~~b. Training deemed “discretionary” by the Police Chief or designee will be handled as follows:~~

- ~~1. No overtime will be granted for attending “discretionary” training, unless approved in advance by the Chief of Police or designee.~~
- ~~2. The employees work schedule may be adjusted to attend the training if approved in advance by the Police Chief or designee.~~
- ~~3. If approved by the Police Chief or designee in advance, registration fees will be fully paid directly by the City by check or credit card.~~
- ~~4. All other costs including but not limited to; travel, mileage, lodging, meals, tolls, parking fees, taxis, and/or public transportation are the responsibility of the employee and are not reimbursable.~~
- ~~5. If available and approved by the Police Chief or designee in advance, a City vehicle may be used to attend the training.~~

~~e.b. “Day for a Day”~~

~~Employees assigned to a ten (10) hour or twelve (12) hour work shift assignment will be credited with a minimum of ten (10) hours or twelve (12) hours (depending on work assignment) for all training days scheduled to last at least eight (8) hours that occur on the employee’s regularly scheduled work days. This is to prevent the employee from having to use his/her time off to make up the difference between a regular work shift and a training day. This section will not apply for training that results in overtime.~~

~~16.12~~ 17.13 **CALL BACK COMPENSATION:** Full-time employees who are called in, or in any other manner required to work hours that are not contiguous to their regular work shift shall receive a minimum of four (4) hours compensation at the contractual overtime rate. The call back compensation time shall begin once the employee receives notification of the call back request and immediate response is required.

Full-time employees who have received twenty-four (24) hours or more notice of required work hours (excluding court appearances) that are not contiguous to a regular work shift shall receive a minimum of two (2) hours compensation at the contractual overtime rate.

~~16.13~~ ~~ADDITIONAL LEAVE PROTECTION:~~ Effective July 1, 2021, or the first full pay period following Association ratification and subsequent Council approval of this MOU (whichever is later), for time off requests in addition to days selected pursuant to the Department's vacation sign-up, if an employee wishes to use vacation or compensatory time off hours, which causes their team to fall below minimum staffing, the Department will post overtime for shift coverage for up to thirty-six (36) hours of vacation or CTO leave used by an employee per six month shift cycle. The Department will not order someone to fill the shift, and if the employee fails to use the full thirty-six (36) hours in each six month bid period, the time does not carry over into the next six month shift cycle.

SECTION 187. VACATIONS

187.1 VACATION ACCRUAL: Full-time employees shall accrue vacation hours as follows:

<u>Months</u> Years of Continuous Service	<u>Annual Vacation Accrual</u>
<u>0 – 47 Mos.</u> First 4 years 276 <u>264</u> hours	<u>124</u> 112 hours
<u>48 – 59 Mos.</u> At the beginning of the 5th year 396 <u>384</u> hours	<u>164</u> 152 hours
<u>60 – 83 Mos.</u> At the beginning of the 6th year 432 <u>408</u> hours	<u>172</u> 160 hours
<u>84 – 107 Mos.</u> At the beginning of the 8th year 456 <u>432</u> hours	<u>180</u> 168 hours
<u>108 – 131 Mos.</u> At the beginning of the 10th year 480 <u>456</u> hours	<u>188</u> 176 hours
<u>132 – 155 Mos.</u> At the beginning of the 12th year 504 <u>480</u> hours	<u>196</u> 184 hours
<u>156 – 227 Mos.</u> At the beginning of the 14th year 528 <u>504</u> hours	<u>204</u> 192 hours
<u>228+ Mos.</u> At the beginning of the 20th year 588 <u>564</u> hours	<u>224</u> 212 hours

Vacation accrual changes will begin the first full pay period following the employee's anniversary date.

187.2 ACCELERATED VACATION ACCRUAL FOR LATERAL EMPLOYEES: Each employee is singularly responsible for notifying Human Resources that they have prior years of work experience in their classification series from another agency for determining an accelerated vacation accrual. The accelerated vacation accrual for lateral employees shall begin the first full pay period after the employee provides notice to Human Resources that they have prior years of work experience in their classification series from another agency.

18.3 VACATION ELIGIBILITY REQUIREMENTS: Employees shall start to accumulate vacation credit as of their date of employment. Employees shall not accrue

vacation leave for any pay period during which they are on layoff or other leaves of absence without pay (unless otherwise agreed by the City), or engaged in conduct in violation of Section 27 - No Strike.

18.47-3 **VACATION ACCUMULATION:** No vacation shall be earned or accrued above the maximum accrual amount. Exceptions to the accrual maximum in extraordinary circumstances may be made with written approval of the City Manager. Any such decision shall not be subject to the grievance procedure.

SECTION 198. UNIFORM ALLOWANCE

The City shall be responsible for provision and maintenance of all uniforms and safety equipment.

The Parties agree that to the extent permitted by law, the City reports the value of uniforms as pensionable to CalPERS for classic members only, pursuant to 2 C.C.R. section 571(a)(5). For sworn classifications, the amount reported is \$39.00 per pay period. For non-sworn classifications, the amount is \$19.50 per pay period.

SECTION 2019. SICK LEAVE PAY OUT AT HONORABLE SEPARATION

Upon honorable separation from the City (retirement, death, or resignation with no pending investigation or disciplinary matter), employees with five (5) or more years of continuous service with the City may elect to receive cash payment of their accumulated and unused sick leave hours, up to 100 hours. Each hour of cashed-out sick leave will be paid at the employee’s base hourly rate at the time of separation.

Federal taxation law governs this section and the City may require employees to submit an irrevocable election form the calendar year prior to separation to take advantage of this benefit.

~~**SECTION 20. PERFECT ATTENDANCE**~~

~~Effective July 1, 2021, or the pay period during which the Council approves this MOU (whichever is later) employees no longer accumulate perfect attendance and employees’ accrued perfect attendance hours are frozen. As used here, “frozen” means employees are not entitled to use perfect attendance hours and are not entitled to perfect attendance payouts (unless the employee separates prior to the first full pay period in December 2021, in which case the employee’s unused perfect attendance hours will be cashed out at the employee’s base hourly rate as taxable wages).~~

~~Effective the first full pay period in December 2021, all accrued perfect attendance hours will be converted to vacation hours up to 20 hours below the employee’s maximum vacation accrual cap at the time of conversion. For any employee with remaining perfect attendance hours after the vacation conversion, the City will convert such hours to pre-tax contributions to the employee’s deferred compensation account in the first full pay period of 2022. If, however, the City learns the deferred compensation plan or applicable law prohibits the conversion of such hours to pre-tax contributions to the employee’s deferred compensation account, the City will cash out the remaining~~

~~perfect attendance hours in the first full pay period in 2022. For any employee with remaining perfect attendance hours after the conversion to deferred compensation (if applicable), the employee will be paid in cash for any such hours via separate check. Each hour of accumulated perfect attendance will be cashed-out at the employee's base hourly rate as taxable wages.~~

~~Effective July 1, 2021, or the pay period during which Council approves this MOU (whichever is later), all employees will receive sixteen (16) hours of vacation in their respective vacation bank.~~

SECTION 21. DEFERRED COMPENSATION

The City shall make available a deferred compensation program for voluntary employee participation.

SECTION 22. RETIREE HEALTH SAVINGS PLAN

~~Pursuant to Resolution 2009-38 t~~The City shall make available to all represented employees a retiree health savings plan (RHSP) administered by MissionSquare~~ICMA-RC~~. The City's role in the HRS Plan is limited to making payroll deductions from the employee's payroll earnings and transmitting contributions to MissionSquare. The City will not have any fund safekeeping responsibilities. Plan design, eligibility, participation, and funding for the RHS Plan are wholly the responsibility of the LAPOA.

Currently post-probationary employees contribute \$50.00 pre-tax from their payroll earnings per pay period.

Effective ~~July~~January 1, 20~~23~~22, the City will contribute to each employee's RHSP account an amount based on continuous years of service at the City as follows:

<u>Years of Service</u>	<u>Pay Period Contribution</u>
0-5	\$25.00
5-10	\$50 <u>35</u> .00
10+	\$75 <u>45</u> .00

For probationary employees, the City's contribution will vest upon successful completion of probation.

SECTION 23. HEALTH AND MEDICAL BENEFITS

23.1 MEDICAL PLAN:

The City contracts with CalPERS to provide medical insurance benefits to eligible employees and their dependents, as well as eligible retirees.

- a. Active Employees & Eligible Retirees – the City's monthly contribution for each eligible active employee shall be the minimum employer contribution required under PEMHCA (~~\$151~~43 per month for calendar year 202~~3~~4), as may be adjusted by CalPERS from year to year.

~~b. Eligible Retirees – The City has implemented the unequal employer contribution method for the City's contribution to medical benefits for eligible City retirees~~

~~pursuant to California Government Code section 22892. Under this method, the City's contribution for each eligible retiree will increase annually by no less than 5% of the monthly employer contribution for active employees, until the employer contribution for retirees equals the employer contribution paid for active employees. For calendar year 2021, the City's contribution to medical benefits for eligible City retirees is \$143.~~

- ~~e.~~b. The current required employer contribution will remain the minimum contribution allowed by law, unless the statutory contribution is changed, in which case the City reserves the right to discontinue the program.
- ~~c.~~d. —Active Employee Additional Health Contribution - The City will pay the full cost of monthly plan premiums at the tier at which the employee participates (employee, employee plus one, employee plus family), not to exceed the CalPERS Kaiser Bay Area monthly plan premium.

If the employee elects medical coverage at rates higher than the CalPERS Kaiser Bay Area plan rate, the employee will pay the difference between the CalPERS Kaiser rate at the tier at which the employee participates and the cost of the elected plan, through payroll deduction.

- ~~d.~~e. —The City will be responsible for paying CalPERS administrative fees and the City's cafeteria plan administrative fees.
- e. [Cash In Lieu of Medical Benefits. Effective July 1, 2023, upon providing proof of alternative minimum essential medical coverage for the employee and the employee's tax family, employees may choose to opt-out of the City's medical coverage and be provided with a cash payment of three hundred and fifty dollars \(\\$350\) per month beginning the first full pay period after sufficient proof is provided. Employees must annually provide proof of alternative minimum essential coverage each plan year, during open enrollment to continue eligibility.](#)
- f. [Employees who are covered by the City for health insurance as a dependent of another city employee are ineligible for the \\$350 per month stipend.](#)
- ~~d.~~g. The City maintains the right to select, change, or modify medical plans or providers, as the level of benefits remain substantially the same.

23.2. DENTAL AND VISION BENEFITS:

The Dental and Vision Plan year is January 1 through December 31. The City's maximum yearly employee dental/vision reimbursement is currently ~~\$1,939~~2,057 per employee and ~~\$1,370~~294 per dependent [for the calendar year 2023.](#) Pursuant to City Council Resolution 2008-45, the annual reimbursement maximum for employees and dependents will be adjusted annually using the 12-month CPI-U, San Francisco Area, set by the U.S. DOL BLS for the month of September, not to exceed 3%, and becomes effective January 1 of the following year. The annual reimbursement maximum may be used for dental and/or vision care.

Covered expenses are detailed in the City's Reimbursement Plan, which is available from

Human Resources. Covered expenses are set by the Plan.

Employees and/or their dependents are permitted to use up to the cumulative maximum yearly reimbursement amount for dental or vision care for the employee and/or his or her dependents, as long as such care is not otherwise covered by a medical insurance plan.

23.3 QUALITY OF LIFE / WELLNESS EMPLOYEE REIMBURSEMENT PROGRAM

Effective October 16, 2022, the City implemented a Quality-of-Life Employee Reimbursement Plan. At the time of hire and during Open Enrollment, employees may choose to allocate their Quality of Life benefit among the following categories:

- Navia Wellness Reimbursement Plan (Post-Tax)
- Navia Healthcare FSA (Pre-Tax)
- Navia Dependent Care FSA (Pre-Tax)
- Nationwide Deferred Compensation (Pre-Tax)
- MissionSquare Deferred Compensation (Pre-Tax)

Represented Employees shall receive \$50.00 per pay period (\$1,300 per calendar year).

SECTION 24. LIFE INSURANCE

~~The City shall fund life insurance for each unit employee at the rate of one hundred and fifty percent (150%) of the employee's annual salary subject to a fifty thousand dollar (\$50,000.00) maximum and existing age limitation requirements. Employees shall have the right to purchase an additional one hundred and fifty percent (150%) of their annual salary of additional life insurance.~~

The City provides Basic Life and Accidental Death and Dismemberment (AD&D) insurance to full time employees. Employees are enrolled on their date of hire. The current benefit is one and one half (1.5) times the employee's basic annual earnings up to \$150,000 for non-sworn employees and \$50,000 for sworn employees. Employees shall have the right to purchase additional life insurance up to 5x their basic annual earnings with a maximum of \$500,000.

The City maintains the right to select or change carriers and modify the life insurance plan as long as the level of benefits remains substantially the same. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations.

SECTION 25. RETIREMENT

The City contracts with CalPERS for retirement benefits.

25.1 FOR "CLASSIC" SAFETY MEMBERS

For employees commonly referred to as "classic" employees (i.e., those that are not defined as "New Members" by the Public Employees' Pension Reform Act of 2013 (PEPRA)):

- a. 3% AT AGE 50 PLAN

For sworn employees hired prior to December 31, 2011, the City provides the PERS 3% at age fifty (50) retirement plan. Each employee shall pay the nine percent (9%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- Single highest year (section 20042)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

b. 3% AT AGE 55 PLAN

For sworn employees hired on or after January 1, 2012, the City provides the PERS 3.0% at age fifty-five (55) retirement plan. Each employee shall pay the nine percent (9%) employee contribution rate to maintain such benefits. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

25.2 FOR “CLASSIC” MISCELLANEOUS MEMBERS

a. 2.7% AT AGE 55 PLAN

For miscellaneous (non-sworn) employees hired prior to July 1, 2011, the City provides the PERS 2.7% at age fifty-five (55) retirement plan. Each employee shall pay eight percent (8%) employee contribution to maintain such benefits. Additional benefits currently provided include:

- Single highest year (section 20042)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)

- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

b. 2.0% AT AGE 60 PLAN

For miscellaneous (non-sworn) employees hired on or after July 1, 2011, the City provides the PERS 2.0% at age sixty (60) retirement plan. Each employee shall pay the seven percent (7%) employee contribution to maintain benefits. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

25.3 FOR “NEW MEMBERS”

For “New Members” as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA):

a. NEW SAFETY MEMBERS – 2.7% AT AGE 57 PLAN

For sworn employees hired on or after January 1, 2013, the City provides the PERS 2.7% at age fifty-seven (57) retirement plan. New members shall pay retirement contributions as required by law, which is currently to fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

b. NEW MISCELLANEOUS MEMBERS – 2.0% AT AGE 62 PLAN

For non-sworn employees hired on or after January 1, 2013, the City provides the PERS 2.0% at age sixty-two retirement plan. New members shall pay retirement contributions as required by law, which is currently equal to fifty percent (50%) of the normal cost rate set forth in the annual CalPERS valuation report. Additional benefits currently provided include:

- Three year average final compensation (section 20037)
- Annual 2% COLA (section 21329)
- 1959 survivor benefit level 3 (section 21573)
- Credit for unused sick leave (section 20965)
- Military service credit (sections 21024, 21027)

A comprehensive list of additional benefits is available by viewing the City’s contract with CalPERS or the Public Agency Actuarial Valuation Reports regularly prepared by CalPERS.

SECTION 26. NO STRIKE

The Association, its members and representatives, agree that it and they, will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, or to perform customary duties, and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management for the City, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

SECTION 27. EMPLOYEE ASSISTANCE PLAN

The City provides an Employee Assistance Plan at City expense.

SECTION 28. TUITION REIMBURSEMENT PROGRAM

Members may continue to participate in the City's Tuition Reimbursement Program, in addition to any compensation received as Education Incentive Pay. Details of the program will be provided to the Association members and posted in the briefing room.

SECTION 29. SICK LEAVE

Employees shall continue to accrue sick leave at a rate of 3.69 hours per pay period. Sick leave usage shall be in accordance with Section 19.03 of the Personnel Regulations of the City of Los Altos. A copy of the City’s Personnel Regulations is attached hereto as Appendix B.

SECTION 30. BEREAVEMENT LEAVE

In the event of a death in the immediate family of a full-time regular employee, up to five (5) working days of bereavement leave per occurrence will be allowed for personal matters relating to the death. Immediate family is defined as wife, husband, domestic partner, mother (in-law) father (in-law), sister (in-law), brother (in-law) son (in-law), daughter (in-law), step child, step parent, grandparent (in-law), or grandchild (in-law). Two (2) working days of bereavement leave, per occurrence, will be allowed for personal matters related to the death of an aunt (great), uncle (great)

or nephew (great), or a close relative residing in the household of the employee. Special circumstances beyond this policy (such as other relatives residing within the employee’s household) may be considered on a case-by-case basis and must be approved by the City Manager.

Bereavement leave is a separate paid leave benefit. Use of bereavement leave for up to five (5) days does not reduce accumulated sick leave, vacation or compensatory time off. At the request of the City, the employee will provide verification.

SECTION 31. GRIEVANCE PROCEDURE

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

31.1 Definition of a Grievance: A grievance is an allegation by one or more employees or the Association that there has been a misinterpretation, misapplication or violation of this MOU.

31.2 Time Limitations: Should a decision not be rendered within the time limits set forth below, the grievant may appeal to the next step in the procedure. Should the grievant fail to appeal a decision within the time limits set forth below, the grievance will be considered resolved and the grievant will have waived all rights to appeal.

31.3 Grievant: An employee, a group of employees, or the Association may file a grievance. If an employee(s) is the grievant, they must initiate their grievance at Step One. If the Association is the grievant, it must initiate the grievance at Step Two.

31.4 Steps in the Grievance Process

31.4.1 Step One (Immediate Supervisor)
An employee(s) who alleges a violation of the MOU must present the grievance to their immediate supervisor. If the Association is the grievant, it shall submit the grievance at step 2.

The grievance must be presented to the immediate supervisor within ten (10) calendar days of the occurrence giving rise to the grievance or the time within which the grievant knew or should have known of the occurrence.

The supervisor will investigate the alleged grievance. The supervisor shall have independent authority to sustain or deny the grievance, and shall provide a decision on the grievance within ten (10) calendar days from the date the employee presented the grievance.

31.4.2 Step Two (Police Chief)
If the employee is not satisfied with the decision of the Step One grievance, the employee or their representative must present the grievance to the Police Chief within fifteen (15) calendar days of the response from the supervisor at Step One.

The Step Two grievance must be in writing and must: (1) state the sections of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified provision(s) has occurred; and (3) state the desired remedy to resolve the grievance.

The Police Chief or designee will investigate the alleged grievance. The investigation will include meeting with the grievant. The Police Chief or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Two written grievance.

31.4.3 Step Three (Personnel Review)

If the grievant is not satisfied with the decision on the Step Two grievance, the grievant or their representative must present the grievance in writing to the Human Resources ~~Manager~~ Director within ten (10) calendar days of the response from the Police Chief at Step Two. The Step Three grievance must (1) state the section(s) of the MOU alleged to be violated; (2) provide sufficient facts to establish that a violation of the identified section(s) of the MOU has occurred; (3) provide as much narrative as possible as to why the employee is not satisfied with the decision on the Step Two grievance; and (4) state the desired remedy to resolve the grievance. The Step Three grievance must attach the written decision of the Police Chief at Step Two.

The Human Resources Manager or designee shall investigate the alleged grievance. The Human Resources Manager or designee shall provide a written decision on the grievance to the grievant within fifteen (15) calendar days from receipt of the Step Three written grievance.

31.4.4 Step Four (Arbitration)

Should the grievance remain unresolved through the preceding steps, the Association may request binding arbitration as the final step in the grievance process, by notifying the City of their intent to proceed to arbitration. Such notice shall be provided to the City Manager within fifteen (15) calendar days from the date of the Human Resource Manager’s decision at Step Three.

31.4.4.1 Selection of the Arbitrator: Upon notice of intent to arbitrate, the Association and the City Manager or designee shall meet to select an arbitrator. If unable to mutually agree on the selection of an arbitrator, then a list of seven (7) available arbitrators shall be obtained from the State of California Mediation and Conciliation Services. Upon receipt of such list, the parties shall meet (in person, by phone or virtually) and if unable to mutually select an arbitrator from such list then a coin shall be flipped and the party correctly calling the coin flip shall strike a name from the list. The parties shall then alternately strike names from the list until only one name remains and that individual shall be the arbitrator.

31.4.4.2 Decision of the Arbitrator: The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq., as amended. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this MOU.

- 31.4.4.3 If the question of arbitrability is raised, the arbitrator shall make his/her determination on arbitrability prior to hearing the merits of the grievance, unless the parties mutually agree otherwise.
- 31.4.4.4 The City shall prepare in blank and deliver to the arbitrator subpoenas for issuance by him/her. The arbitrator may, in his/her discretion, require a showing of good cause prior to the issuance of any subpoena.
- 31.4.4.5 The Association and the City agree to share equally all costs of the arbitrator and to be responsible for their own respective costs of making their presentation to the arbitrator.
- 31.4.4.6 If by mutual agreement or requirement of the arbitrator, services of a court reporter are utilized, the parties agree to equally share the cost of such service. Any cost for transcription shall be borne by the party requesting it.

31.4.5 Extension of Time Limits

The Step One time limits set forth above may be extended with prior written approval from the Police Chief. The remaining time limits set forth above may be extended by mutual agreement for good cause.

31.5 General Provisions

- 31.5.1 Nothing in these procedures shall be construed to prevent discussion or meetings between parties at any time to clarify the facts to conclude any matter as promptly as possible.
- 31.5.2 Nothing in these procedures shall be construed to prevent the parties from mutually agreeing to other alternative dispute procedures, such as voluntary mediation, at any point during the grievance procedure.
- 31.5.3 Concurrent grievances alleging violation of the same provision and/or based on the same occurrence may be consolidated upon the agreement of the City and the Association. Consolidated grievances shall be determined in one proceeding.
- 31.5.4 Once a Step Two grievance has been submitted, no other grievance concerning the issue, incident, or action upon which the grievance is based may be initiated.

SECTION 32. DISCIPLINE PROCEDURES

32.1 PREDISCIPLINARY PROCEDURES:

- a. DELEGATION: The Police Chief's authority to implement the disciplinary procedures herein may be delegated to an appropriate designee who may perform any or all of the actions/procedures required under this Section.

- b. "PUNITIVE ACTION": As used in herein, the term "punitive action" means any action defined as such by Government Code § 3303, i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."
- c. PUNITIVE ACTION WITHOUT PRIOR NOTICE OR PREDISCIPLINARY MEETING: Employees subject to a written reprimand will not receive prior notice or an opportunity to be heard before the written reprimand is issued.
- d. NOTICE OF INTENT: Prior to taking punitive action against any employee that is not a written reprimand, the Chief of Police or designee shall notify the employee in writing of the following:
 - 1. The proposed punitive action and effective date for such action;
 - 2. The nature of the charges and/or violation of City regulations, policies, and/or MOU provisions;
 - 3. The reasons and factual bases for the proposed action;
 - 4. The relevant written materials, written reports and documents (if any) considered by the departmental manager or supervisor in reaching the decision to propose the disciplinary action;
 - 5. The right of the employee to respond verbally or in writing within seven (7) calendar days of receipt of the notice; and
 - 6. The right of the employee to be represented by an attorney or other representative at any further proceedings.
- e. PREDISCIPLINARY "SKELLY" MEETING: Any employee who receives notice of intended punitive action according to Subsection 31.2(d), and who desires to respond to said notification, shall submit a written response and/or request a predisciplinary Skelly meeting within seven (7) calendar days of receipt of notification in the manner specified in the notification. The employee's failure to provide a written response or request a Skelly meeting within 7 calendar days shall be deemed an intentional waiver of the employee's right to respond to the proposed punitive action before the action is taken.

When an employee requests a Skelly conference, the Chief of Police or designee will conduct the conference. The Skelly conference is not an evidentiary hearing and it shall be limited to the informal presentation of information by the employee and their representative in response to the charges and allegations set forth in the notice of proposed discipline.

The timelines applicable to the employee's predisciplinary response may be extended by the Chief of Police, and the Chief may agree to extend the timelines for good cause upon the employee's request.

- 32.3 NOTICE OF FINAL DISCIPLINE: After conclusion of the predisciplinary meeting or after the Chief's receipt and review of the employee's written response, and within 30 days of the final decision, the Chief of Police shall serve on the employee a Notice of Final Discipline wherein the employee will be notified in writing of the nature and extent of the discipline, if any, and the effective date of the discipline. The Notice of Final Discipline shall

also contain a statement of charges which shall set forth the acts or omissions with which the employee is charged in order that the employee will be able to prepare his/her defense. The Notice of Final Discipline shall also specify the City/Department rules, regulations, policies and procedures which the employee is alleged to have violated.

The Notice of Final Discipline shall also advise the employee of his/her right to request an appeal hearing by filing a Notice of Appeal within seven (7) calendar days of receipt of the Notice.

32.4 APPEAL RIGHTS

- a. **NON-PROBATIONARY PUBLIC SAFETY OFFICER APPEAL RIGHTS:** The Informal and Formal appeal procedures set forth at Subsections 31.5 and 31.6 below apply to non-probationary public safety officers. The term “public safety officer” means an employee who is considered a “public safety officer” under Government Code § 3301.
- b. **NON-PROBATIONARY, NON-SWORN APPEAL RIGHTS:** The Formal appeal procedure set forth at Subsection 31.6 below applies to non-probationary, non-sworn employees. The Informal procedure set forth at Subsection 31.5 below does not apply to non-sworn employees.
- c. **NO PROBATIONARY EMPLOYEE APPEAL RIGHTS:** A probationary employee shall be subject to any punitive action, including dismissal, at any time during the probationary period without right of an appeal set forth herein.

32.5 INFORMAL HEARING PROCEDURE (SWORN PERSONNEL ONLY): The following administrative appeal process shall apply to officers’ appeals of written reprimands, non-punitive transfers that result in loss of pay, and any other punitive action for which an officer does not receive a formal appeal hearing under Subsection 31.6 below. Note: a transfer which is not expressly described as corrective/punitive/disciplinary action shall not be considered a punitive transfer.

- a. **NOTICE OF APPEAL:** Within seven (7) calendar days of the effective date/issuance of a punitive action subject to this informal hearing procedure, the officer shall notify the Chief of Police, in writing, of the officer’s request to appeal the punitive action. The Notice of Appeal shall specify the punitive action being appealed and the substantive and/or procedural grounds for the appeal. Within fourteen (14) calendar days from receipt of the Notice of Appeal, the Chief of Police will notify the officer of the time and place of the informal hearing and the identity of the Hearing Officer.
- b. **HEARING OFFICER:** The Hearing Officer shall conduct the informal hearing in accordance with the procedures set forth herein. In an informal hearing, if the punitive action is issued by a lower-ranked supervisor, the Chief of Police shall be the Hearing Officer. The Chief’s decision on the appeal shall be final and binding.

If the punitive action is issued by the Chief, or if the Chief cannot serve as the Hearing Officer because of actual bias, prejudice or interest as defined by Government Code section

11425.40, then the City Manager or designee shall serve as the Hearing Officer. In such cases, the determination of the City Manager or designee shall be final and binding.

- c. BURDEN OF PROOF: The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.
- d. CONDUCT OF HEARING:
 - 1. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.
 - 2. The parties may present opening statements.
 - 3. The parties may present evidence through documents and testimony. Witnesses shall testify under oath. The oath may be administered by the Hearing Officer. The parties shall only be entitled to confront and cross-examine witnesses if the punitive action involves a loss of compensation (e.g., unpaid suspension of 24 hours or less).
 - 4. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.
- e. REPRESENTATION: The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings. All costs associated with such representation shall be borne by the City.
- f. DECISION: The Hearing Officer shall issue his/her decision in writing to the parties within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written decision shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline. The Hearing Officer's decision shall be final and binding.

The decision shall be served on the parties and shall advise the officer that judicial review of the decision is governed by California Code of Civil Procedure section 1094.5 and the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

32.6 FORMAL HEARING PROCEDURE FOR SIGNIFICANT DISCIPLINE (SWORN AND NON-SWORN PERSONNEL): The following administrative appeal process shall apply to all appeals of discharge, demotion, unpaid suspensions, any reduction in salary, and punitive transfers. Note: a transfer which is not expressly described as corrective/punitive/disciplinary

action shall not be considered a punitive transfer.

- a. **NOTICE OF APPEAL:** Within seven (7) calendar days of receipt by an employee of Notice of Final Discipline as set forth in Subsection 31.3 above, the employee shall notify the Chief of Police in writing of the employee's intent to appeal the punitive action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. **HEARING OFFICER:** Upon receipt of the employee's Notice of Appeal, the parties will select a neutral Hearing Officer who will hear the employee's appeal and provide a written advisory decision to the City Manager. The Hearing Officer shall conduct the formal hearing in accordance with the procedures set forth herein.

The parties may mutually agree upon a Hearing Officer, or the parties will jointly select a Hearing Officer from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator to serve as Hearing Officer, they shall strike names from the list. The parties shall flip a coin to determine who strikes first. The arbitrator's fee and expenses shall be borne equally by the parties.

- c. **BURDEN OF PROOF:** The City shall bear the burden of proof at the hearing. The City must prove the facts which form the basis for the charge(s) by a preponderance of the evidence. The City must also prove that the punitive action was reasonable in consideration of the gravity of the offense and any history of prior discipline.
- d. **CONDUCT OF HEARING:**

- 1. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The Hearing Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- 2. Each side will be permitted an opening statement. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witnesses and evidence in defense.
- 3. Witnesses shall testify under oath. The oath may be administered by the Hearing Officer.
- 4. Each side will be allowed to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her.
- 5. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence.
- 6. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to his/her reaching a fair and proper decision.
- 7. Following the presentation of evidence, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

- e. REPRESENTATION: The employee may be represented by an Association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation, and any other costs the employee incurs in association with the appeal hearing, shall be borne by the employee. The City/Department shall also be entitled to representation at all stages of the proceedings. All costs associated with such representation, and any other costs the City incurs in association with the appeal hearing, shall be borne by the City.
- f. RECOMMENDED DECISION: The Hearing Officer shall prepare and issue a Recommended Decision in writing within thirty (30) calendar days of the submission of the case by the parties for decision. The Hearing Officer's written Recommended Decision shall set forth whether the charge(s) are sustained, and shall contain findings regarding the facts which form the basis for the charge(s), and a determination on the reasonableness of the penalty in consideration of the gravity of the offense and any history of prior discipline.

The Hearing Officer shall serve the Recommended Decision on the parties.

- g. FINAL DECISION: Upon receipt of the Hearing Officer's Recommended Decision, the City Council will consider the Recommended Decision and make a Final Decision. The City Manager will thereafter sustain, revoke, or modify the disciplinary action.

The City Council's Final Decision shall be served on the parties and shall advise the officer that judicial review of the decision is governed by California Code of Civil Procedure section 1094.5 and the time within which judicial review of the decision may be sought is governed by California Code of Civil Procedure section 1094.6.

SECTION 33. FULL UNDERSTANDING, MODIFICATION AND WAIVER

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth therein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood between the parties that during the term of this Agreement, all existing working benefits and working conditions shall remain in full force and effect. It is further agreed and understood that each party hereto voluntarily and unequivocally waives its rights to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this MOU, except as provided by this Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council of Los Altos and the Association. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 34. SAVINGS PROVISION

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the state, but all other provisions will continue in full force and effect.

SECTION 35. TERM

This MOU represents the entire agreement between the City and Association on the subjects contained herein and shall become in full force and effect on July 1, ~~2021-2023~~ and shall continue in full force and effect until midnight June 30, ~~2023~~2028.

Either party can re-open a portion or portions of this contract, as defined below, for negotiations through a limited re-opener for the sole purpose of discussing and considering salary and two other items of this contract in the fiscal year 2027-2028. During the initial four-year term, the contract may also be reopened through mutual consent of the association and the City Manager.

An “item” for the purpose of the said limited re-opener shall be limited to a single term, condition, or benefit, e.g., Peace Officer Standards and Training (POST) Certificate Pay; and shall not mean an entire article of the MOU, e.g., Section 10 Incentive Pay. A request to re-open contract negotiations for this limited purpose must be issued in writing between the dates listed below by the requesting party:

- January 1, 2027 – March 31, 2027 for the fiscal year 2027-2028 reopening

~~The Association shall provide the City with its proposals for the period beginning July 1, 2023, no later than March 1, 2023.~~

Los Altos Peace Officers' Association

City of Los Altos

Brian Werner, LAPOA President

~~Jon Maginot~~ [Gabriel Engeland](#)
~~Deputy~~ City Manager

Tracie Banuelos, LAPOA Negotiator

~~Lisa S. Charbonneau~~ [Irene Barragan](#)
~~Chief Negotiator~~ [Human Resources](#)

[Director](#)

~~Cameron Shearer, LAPOA Negotiator~~

[Scott Gerdes](#)
[Human Resources Manager](#)

Levi Lnenicka, LAPOA Negotiator

[Michelle Halsey](#)
[Human Resources Analyst](#)

~~Peter Hoffmann,~~
~~Rains Lucia Stern St. Phalle & Silver, PC~~

APPENDIX A – SALARY SCHEDULE:

<i>POA – Salary Schedule FY 21/22</i>	Biweekly				
	Step A	Step B	Step C	Step D	Step E
<i>Police Services</i>					
Police Sergeant	\$4,940.52	\$5,187.55	\$5,446.93	\$5,719.27	\$6,005.24
Police Agent	\$4,395.38	\$4,615.15	\$4,845.91	\$5,088.21	\$5,342.62
Police Officer	\$4,186.54	\$4,395.87	\$4,615.66	\$4,846.44	\$5,088.76
Lead Communications Officer	\$4,092.11	\$4,296.71	\$4,511.55	\$4,737.13	\$4,973.98
Police Officer Trainee	\$3,986.26	\$4,185.58	\$4,394.85	\$4,614.60	\$4,845.33
Communications Officer	\$3,718.37	\$3,904.28	\$4,099.50	\$4,304.47	\$4,519.70
Community Service Officer	\$2,983.59	\$3,132.76	\$3,289.40	\$3,453.87	\$3,626.57

Effective the first full pay period that includes July 1, 2022, base salaries of all represented classifications shall be increased by April 2022 12-month Consumer Price Index for the San Francisco Bay Area set by the U.S. Department of Labor Bureau of Labor Statistics minimum of three percent (3%) to maximum of three and one-half percent (3.5%).



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject: Introduce & Waive Further Reading of Zoning Ordinance Text Amendments adding bicycle parking regulations to the Los Altos Municipal Code. The proposed amendments are exempt from environmental review pursuant to Section 15061(b)(3) (Commonsense Exemption) of the California Environmental Quality Act (CEQA) Guidelines since there would be no possibility of a significant effect on the environment.

Prepared by: Nick Zornes, Development Services Director

Reviewed by: Jolie Houston, City Attorney
Jon Maginot, Assistant City Manager

Approved by: Gabe Engeland, City Manager

Initiated by: Adopted 6th Cycle Housing Element 2023-2031

Attachments: Attachment 1 – Draft Bike Ordinance
Attachment 2 – Appendix A

Fiscal Impact

No fiscal impacts to the City of Los Altos are associated with the draft ordinance.

Recommendation:

Introduce & Waive Further Reading of Zoning Ordinance Text Amendments adding bicycle parking regulations to the Los Altos Municipal Code.

Environmental Review:

The approval of the Zoning Ordinance Text Amendments adding bicycle parking regulations is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) (Commonsense Exemption) since there would be no possibility of a significant effect on the environment.

Background

Bicycle parking is a critical strategy for promoting bicycling for transportation and recreation. Convenient, easily used, and secure bicycle parking encourages people to replace some of their car trips with bicycle trips and helps legitimize cycling as a transportation mode by providing parking opportunities equal to motorized modes. The City currently does not have codified regulations pertaining to the requirement for bicycle parking in private development projects. Past review of projects have used sources such as the Santa Clara Valley Transportation Authority’s (VTA) Bicycle Technical Guidelines, Association of Bicycle and Pedestrian Professionals (APBP) Bicycle Parking

Subject: Zoning Ordinance Text Amendments Adding Bicycle Parking Regulations

Guide, and professional best practices to incorporate bicycle parking into projects as part of the development review process.

The recently adopted 6th Cycle Housing Element 2023-2031 includes Program 3K - Standardize Multimodal Transportation Requirements - ***which requires streamlining the Development Review process for multi-family housing projects by adoption of development standards for multimodal transportation such as bicycle, pedestrian, parking traffic and public transportation issues by May 2023.*** Therefore, these bicycle parking and storage regulations are a required implementation item from the adopted current Housing Element.

The Los Altos Complete Streets Master Plan adopted in 2022 also includes a recommendation for an interdepartmental effort to develop a bicycle parking requirement ordinance based on land use to help support a full suite of multimodal improvements which these regulations would assist in implementing.

Discussion/Analysis

The intent of the proposed regulations is to provide regulations for consistent review and implementation of bike parking in all development projects.

The draft standards are adapted from the Santa Clara Valley Transportation Authority’s Bicycle Technical Guidelines: A Guide for Local Agencies in the Planning, Design and Maintenance of Bicycle Facilities and Bicycle-Friendly Roadways (Revision No. 3), March 3, 2022. Both long-term (also known as Class I) and short-term (also known as Class II) bicycle parking space design standards are provided as well as the number of spaces based on land use. Number of spaces based on land use without regard to the zoning or general plan designation of the site is similar to how vehicle parking spaces are calculated and required in development projects.

Complete Streets Commission and Planning Commission Consideration

On March 23, 2023, the Complete Streets Commission and Planning Commission held a Joint Meeting where both commissions were presented the draft ordinance and made recommendations which have been integrated accordingly. The following items were discussed and requested to be integrated into the draft standards:

1. Provide a specific voltage of charging for electric bikes in storage areas.
2. Correct 72” bicycle storage depth to the VTA recommended 75”.
3. Specify that bicycle storage areas shall be “well-lit”.
4. Specify that any required lighting of bicycle storage be “shielded from adjacent properties”.
5. Provide a parking ratio specific to Private Schools.
6. Provide an increased bicycle space ratio greater than the minimum recommended by VTA.
 - a. The VTA recommended bicycle space requirements is 1 per unit. The Complete Streets Commission recommended increasing this to 1.5 per unit. The Planning Commission recommended no change and maintained the 1 per unit requirement. Staff has created a blended rate of 1.25 per unit and incorporated this into the draft ordinance.

Subject: Zoning Ordinance Text Amendments Adding Bicycle Parking Regulations

Next Steps

Following the first reading of the ordinance tonight, the draft ordinance will return at the next City Council meeting to be adopted.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS ADDING CHAPTER 14.75 TO THE LOS ALTOS MUNICIPAL CODE TO IMPLEMENT CERTAIN PROVISIONS OF PROGRAM 3.K OF THE SIXTH CYCLE HOUSING ELEMENT UPDATE

WHEREAS, the City Council is empowered pursuant to Article XI, Section 7 of the California Constitution to make and enforce within the City all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, on January 24, 2023, the City Council approved the City’s Sixth Cycle Housing Element Update; and

WHEREAS, the Housing Element Update includes programs to eliminate unnecessary governmental constraints to housing development within the City of Los Altos; and

WHEREAS, Program 3.K of the Housing Element Update calls for the standardization of bicycle stall, storage and charging to be incorporated into the Los Altos Zoning Code allowing for transparent and consistent application of the code; and

WHEREAS, Public Hearing Notice shall be consistent with Government Code Section 65091 to effectively further implement the Housing Element Update by eliminating impediments in the creation of housing; and

WHEREAS, having committed itself to implement Housing Element Update in its entirety, the City Council now desires to adopt this Ordinance; and

WHEREAS, this Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act of 1970, as amended; and

NOW, THEREFORE, the City Council of the City of Los Altos does hereby ordain as follows:

SECTION 1. AMENDMENT OF CHAPTER 14.75 OF THE MUNICIPAL CODE. Chapter 14.75 are hereby added of the Los Altos Municipal Code as set forth in Appendix A to this Ordinance.

SECTION 2. CONSTITUTIONALITY; AMBIGUITIES. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions hereof. Any ambiguities in the Los Altos Municipal Code created by this Ordinance shall be resolved by the Director of Development Services, in their reasonable discretion, after consulting the City Attorney.

SECTION 7. PUBLICATION. This Ordinance shall be published as provided in Government Code Section 36933.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective upon the commencement of the thirty-first day following the adoption hereof.

The foregoing Ordinance was duly and properly introduced at a regular meeting of the City Council of the City of Los Altos held on __, 2023, and was thereafter, at a regular meeting held on __, 2023, passed and adopted by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Sally Meadows, MAYOR

Attest:

Melissa Thurman, City Clerk

**APPENDIX A
AMENDMENTS TO CHAPTER 14.75**

Section 14.75.010 – Intent

- A. It is the intent of the City Council in adopting this chapter to implement best practices for bicycle parking.
- B. These standards are adapted from the Santa Clara Valley Transportation Authority’s Bicycle Technical Guidelines: A Guide for Local Agencies in the Planning, Design and Maintenance of Bicycle Facilities and Bicycle-Friendly Roadways (Revision No. 3), March 3, 2022.
- C. These standards are intended to apply based upon the proposed use for a particular development project, without regard to the zoning or general plan designation of the site.
- D. As used in this chapter, a “development project” includes the construction or substantial reconstruction of:
 - 1. A multifamily housing development project of five or more units,
 - 2. Any facility wherein four or more employees will be regularly employed, or
 - 3. Any parking lot or other parking facility not dedicated to another use.
- E. These standards are intended to be interpreted and applied in an objective manner. If any provision of this chapter is determined to be ambiguous, then the director of development services, in consultation with the city attorney, is authorized and directed to interpret the provision to give it an objective, consistent, and unambiguous meaning. All such interpretations shall be in writing and shall be available for copying and inspection upon request to the director or designee.

Section 14.75.020 – General Prohibition

- A. Unless a modification to standards is granted pursuant to Section 14.75.030, no design review permit, use permit, building permit, or similar entitlement shall be issued by the city for any development project unless the development project is designed consistently with the standards set forth in this chapter.
- B. The requirements of this chapter apply in addition to any other applicable legal requirements, including any building code provisions or any standards promulgated under the Americans with Disabilities Act or other disability access laws. To the extent of any conflict between these rules and any rules promulgated under state or federal law, the latter shall control.

Section 14.75.030 – Request for Modification to Standards

- A. An applicant for entitlements subject to this chapter may apply to the Complete Streets Commission (or other subordinate body designated by the City Council by resolution) for a modification to standards.
- B. The request for modification shall include an explanation of the reasons for the request and an explanation of any alternative proposal of the applicant, including site plan drawings. The applicant may submit any other evidence he or she deems appropriate to support the request.
- C. The request shall be heard within sixty (60) calendar days after it is received by planning staff.

- D. The denial of a request for modification to standards may be appealed to the City Council within fifteen (15) days after denial of the request is announced on the record or received in writing by the applicant, whichever shall come first.
- E. A request for modification to standards shall be granted if the approval authority finds based on substantial evidence in the record that either:
 - 1. The applicant’s proposal is superior to the standards set forth in this chapter; or
 - 2. It is physically impractical or financially infeasible to comply with one or more requirements of this chapter, and the applicant has proposed an alternative to compliance that meets the general intent of the standard(s) from which a modification is requested.

Section 14.75.040 – Bicycle Parking Requirements

A. Short-term bicycle parking space design standards (Class II bicycle parking).

- 1. Shall be located on a hard and stable surface such as concrete, asphalt, or pavers.
- 2. Shall be securely anchored to the ground so they cannot be easily removed and shall be of sufficient strength to resist vandalism and theft.
- 3. Shall support bicycles by at least two contact points on the bicycle to prevent the bicycle from pivoting and falling over, such as the inverted U-rack design.
- 4. Shall be composed of stainless steel or steel with any of the following finishes: galvanized, polyester-powder coat paint, thermoplastic, or PVC jacket.
- 5. Shall be located in a convenient, highly visible, and well-lit area near building entrances on private property. Any lighting provided shall be shielded away from adjacent properties.
- 6. If located within vehicle parking areas, shall be separated by a curb or other physical barrier to protect bicycles from damage by automobiles and other moving vehicles.
- 7. Short-term bicycle parking provided at educational facilities including, without limitation, primary schools, secondary schools, and post-secondary schools (including trade schools), whether public or private, shall be provided in locked, gated spaces.

B. Long-term bicycle parking space design standards (Class I bicycle parking).

- 1. Long-term bicycle parking provided through bicycle lockers shall meet the following requirements:
 - a. Shall not be intended for use by more than two bicycles per locker.
 - b. Shall not be stacked on top of each other.
 - c. Shall have minimum dimensions of 42 inches wide, 75 inches deep, and 54 inches high.
 - d. Must be able to withstand a load of 200 pounds per square foot and opened doors must be able to withstand a 500-pound minimum vertical load.
 - e. Shall not be coin operated or require any charge for use.

2. Long-term bicycle parking provided through locked storage rooms shall meet the following requirements:
 - a. Long-term parking shall be fully enclosed or located indoors. These enclosures could be located inside a building or parking garage. All long-term parking areas shall be well-lit with overhead lighting.
 - b. Any windows shall be made of shatterproof glass to prevent vandalism and theft.
 - c. Doors shall lock automatically and shall be equipped with deadbolt locks. Only metal doors shall be used, and entryways shall comply with disability access laws.
 - d. Users shall be able to secure their bikes to racks located inside the space with user-provided U-locks.
 - e. Ceiling heights must be at least 8 feet.
 - f. Minimum aisle widths shall be 75 inches to provide space for maneuverability.
 - g. A minimum of one quad outlet for electric bicycle charging shall be provided per project. The minimum voltage for each outlet shall be 120 volts.
 1. If twenty or more long-term bicycle parking spaces are required to be provided, then an additional charging station shall be provided for every twenty long-term bicycle parking spaces required, or fraction thereof. Signage shall be provided to direct individuals to charging outlets.

C. Number of bicycle spaces required.

1. The minimum number of short-term and long-term bicycle parking spaces shall be provided for each development or use as shown in the following table. Any use requiring five-tenths or more parking space shall be deemed to require a full space.

Use	Short-Term Bicycle Parking	Long-Term Bicycle Parking
Cultural or Recreational (Includes Theaters, Museums, Religious Institutions, Private Clubs, and Gyms)	1 space per 1,000 sq. ft.	1 space per 10 employees
Day Care Facilities	1 space per 25 children	1 space per 10 employees
Emergency Shelters and Transitional Housing	0.2 space per bed	1 space per 10 employees
Government and Institutional	1 space per 3,000 sq. ft.	1 space per 20 employees
Hotels and Motels	1 space per 15 rooms	1 space per 10 employees
Hospitals, Residential Care Homes, Convalescent Homes	1 space per 30 beds	1 space per 10 employees

APPENDIX A: DRAFT ORDINANCE AMENDMENTS

Industrial	1 space per 5,000 sq. ft.	1 space per 5,000 sq. ft.
Medical & Dental Clinics	1 space per 2,000 sq. ft.	1 space per 10 employees
Multifamily Residential	1 space per 20 units	1.25 per unit
Offices	1 space per 10,000 sq. ft. or a minimum of 2, whichever is greater.	1 per 2,000 sq. ft. or a minimum of 4, whichever is greater.
Personal Service	1 space per 2,000 sq. ft.	1 space per 10 employees
Retail/Commercial	1 space per 2,000 sq. ft.	1 space per 10 employees
Restaurants	1 space per 800 sq. ft.	1 space per 10 employees
Private Schools	1 space per 4 students	1 space per 10 employees
Public Schools	1 space per 8 students	1 space per 10 employees
Other Uses	Same as most similar use listed as determined by the Development Services Director	Same as most similar use listed as determined by the Development Services Director



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject: Los Altos Commissions

Prepared by: Anthony Carnesecca, Assistant to the City Manager

Reviewed by: Jon Maginot, Assistant City Manager

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. Commission Recommendations
- 2. City Council Study Session Agenda Report 3/28/23
- 3. City Council Retreat Agenda Report 2/21/23

Initiated by:

City Council

Previous Council Consideration:

February 21, 2023 & March 28, 2023

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- How does the Council wish to adjust the City of Los Altos Commissions?

Summary:

- City Council provided feedback on Commissions during the City Council Retreat on February 21, 2023.
- City staff met with Commission Chairs and liaisons to discuss their roles.
- City Council provided feedback during the City Council Study Session on March 28, 2023 and directed staff to return with the proposed changes.

Staff Recommendation:

- Staff recommends the City Council discuss the recommendations in this report and direct staff to return to the next council meeting with final changes as appropriate.

City Manager

GE

Reviewed By:

City Attorney

JH

Finance Director

JD



Subject: Los Altos Commissions

Purpose

Provide direction on the meeting frequency, membership, and powers and duties of various Los Altos Commissions.

Background

The City of Los Altos has guidelines for the 11 commissions regarding their scope of work, number of commissioners, and frequency of commission meetings within Los Altos Municipal Code Section 2.08.

During the City Council retreat on February 21, 2023, the council received a presentation from staff highlighting that Los Altos, when compared to other cities in the county, has more commissions, with more members, that meet more frequently than is average. Additionally, commissions in other cities have membership and meeting frequency based on the workplan or powers and duties of the commission, as opposed to a standard for meetings and member composition.

The primary focus area for potential changes to commissions is in the establishment of powers and duties in the municipal code and the creation of work plans that align with council priorities, budget, and available resources. Currently, many Los Altos Commissions have powers and duties that lack definition and work plans that are not aligned with council direction or available budget.

At the direction of City Council, staff met with individual Commission Chairs and liaisons to discuss the role of the commission, the work plan, the meeting frequency, and member composition. These meetings were intended to receive direct feedback on areas that have worked well, areas that could be improved, and potential changes that could be incorporated to improve the effectiveness of the commissions and city staff.

After the meetings, it became evident that the commissions who had the most well-defined roles, either through work plans or powers and duties in the Municipal Code, were positioned the best to continue their roles, even when changes were applied, without decreasing effectiveness.

At the conclusion of these meetings, staff created three categories for recommendations on the commissions.

The first category was the commissions that do not require changes to their powers and duties to meet the expectations of the City Council. This category includes the Planning, Senior, and Youth Commissions, which are operating in line with their objectives, and have an appropriate meeting



Subject: Los Altos Commissions

frequency and member composition, and well-defined powers and duties or work plans to meet the direction of the City Council.

The second category was commissions where changes were recommended, and the Commission Chair agreed further discussion was not necessary. The Historical Commission Chair agreed that adjustments to decrease meeting frequency and number of commission members would not impact the deliverables required by council. The City Council requested staff further define the powers and duties, and those recommendations are included in this report.

At the Study Session on March 28th, the City Council agreed with the recommendations on these four commissions, covering both categories.

The final category includes the remaining commissions that did not have their powers and duties clearly defined, have work plans that are not in line with Council goals, budget, and resources, and/or role confusion between the commissions and staff. These commissions were the Complete Streets, Environmental, Financial, Library, Parks and Recreation, and Public Arts Commissions.

The City Council discussed each of the commissions during the Study Session on March 28, 2023 and provided direction, feedback, or general thoughts. Based on this discussion, staff is making recommendations for changes to membership, meeting frequency, and powers and duties of each of these commission.

Discussion/Analysis

After reviewing the meeting frequency, member composition, and powers and duties in peer cities, feedback from Commission Chairs, and direction from the City Council Retreat and the City Council Study Session, staff proposes the following changes to Los Altos City Commissions:



Subject: Los Altos Commissions

Commission	Meetings Current	Meetings Proposed	Membership Current	Membership Proposed	Proposed Changes to Powers and Duties**
Complete Streets	12	8	7	5	Yes
Environmental	12	6	7	5	Yes
Financial	12	8	7	5	No
Historical	12	4	7	6	Yes
Library	12	6	7 (2 LAH)	5 (1 LAH)	Yes
Parks, Recreation, Arts, and Cultural	12	10	7	7	Yes
Planning	24	24	7	7	No
Senior	12	12	7 (2 LAH)	7 (2 LAH)	No
Youth	12	12	11	11	No

** Recommended consolidation to Parks and Recreation Commission and Public Arts Commission to one commission: Parks, Recreation, Arts, and Cultural Commission*

***Please see attachment for specific recommended changes to Powers and Duties*

For any commission moving to five members, staff recommends that all current members on the commission(s) will continue to serve through the end of their term and are eligible for reappointment. Commissions with membership greater than what is established by these changes will not complete recruitments until their membership falls below the new standard.

Staff Recommendation:

- Staff recommends the City Council discuss the recommendations in this report and direct staff to return to the next council meeting with final changes as appropriate.

Complete Streets Commission	Current	Recommended
Composition	7	5
Meetings Frequency	Monthly (12)	Twice Quarterly (8) Public forums as necessary

Recommended Powers and Duties

The complete streets commission shall act in an advisory capacity to the council on matters relating to multimodal transportation and supporting complete streets best practice principles. The commission shall prepare an annual work plan summarizing the goals for review and approval by the council. The work plan shall be based on the goals of the council and the available budget. The commission does not have the power or authority to cause the expenditure of city funds or to bind the city to any written or implied contract.

The Complete Streets Commission shall:

1. Submit an annual report to council providing an update on the implementation of the Complete Streets Master Plan (CSMP) as well as an update on any relevant transportation policy or programs.
2. Review and advise on the implementation of the projects outlined in the CSMP.
3. Annually provide recommendations to the council on transportation-related priorities to inform policy, budget, and CIP prioritization.
4. Serve as a forum for community input and engagement when appropriate.

Current Powers and Duties

2.08.160 - Powers and duties of the complete streets commission.

- Help to create multi-modal transportation solutions and policies that enable safe, attractive, comfortable and independent access and travel for pedestrians, bicyclists, transit users, and motorists of all ages and abilities, including connectivity across jurisdictional boundaries.
- Shall advise the council on existing and proposed city policies related to traffic calming and traffic enforcement.
- Shall advise the council on projects and budget priorities for transportation-related capital improvements.
- Provide for community engagement and serve as a conduit for community input.

(Ord. No. 2012-379, § 5, 5-22-2012; Ord. No. 2017-434, § 1, 9-26-2017)

Environmental Commission	Current	Recommended
Composition	7	5
Meetings Frequency	Monthly (12)	Bi-monthly (6) Public forums as necessary

Recommended Powers and Duties

The environmental commission shall act in an advisory capacity to the city council. The commission studies and makes recommendations to the council on issues that affect the natural and built environment in the city and the region. The commission shall prepare an annual work plan summarizing the goals for review and approval by the council. The work plan shall be based on the goals of the council and the available budget. The commission does not have the power or authority to cause the expenditure of city funds or to bind the city to any written or implied contract.

The Los Altos Environmental Commission shall:

1. Submit an annual report to council providing an update on the implementation of the Climate Action and Adaptation Plan (CAAP) as well as updates on any relevant environmental policy or programs.
2. Review and provide recommendations for the implementation of the CAAP, including prioritization of CAAP action items. Make annual recommendations for changes or updates to the Plan.
3. Annually provide recommendations to the council that affect the natural and built environment to inform policy, budget, and CIP prioritization.
4. Serve as a forum for community input and engagement when appropriate.

Current Powers and Duties

2.08.120 - Powers and duties of the environmental commission.

The commission shall have those powers and duties entrusted to it by the council from time to time, and shall submit an annual report to the council. The environmental commission studies and makes recommendations to council on issues that affect the natural and built environment in the city and the region. Additional duties include special projects as directed by the council.

Financial Commission

Financial Commission	Current	Recommended
Composition	7	5
Meetings Frequency	Monthly (12)	Twice Quarterly (8)

No recommended changes to powers and duties.

Recommended changes to meeting frequency and composition only.

Current Powers and Duties

2.08.130 - Powers and duties of the financial commission.

The commission shall have those powers and duties entrusted to it by the council including:

- A. Annual review of the investment policy;
- B. Annual review of independent financial audit;
- C. Review of auditor selection process;
- D. Review of financial projections and assumptions. This especially relates to review of revenue projections provided in the annual mid-year report which are used biennially as the basis for the service and financial plan;
- E. Special projects as directed by the council, city manager or finance director; and
- F. Submission of an annual report to the council.

The financial commission provides resident input to the council and staff regarding financial policy issues, and promotes resident participation and understanding regarding the financial condition of the city.

Historical Commission	Current	Recommended
Composition	7	5
Meetings Frequency	Monthly (12)	Quarterly (4)

Recommended Powers and Duties

The historical commission shall act in an advisory capacity to the city council. The commission shall advise the council, the planning commission, and the agencies and departments of the city on historic resources within the City of Los Altos as well as within the chapters enumerated in the powers and duties. The commission shall prepare an annual work plan summarizing the goals for review and approval by the council. The work plan shall be based on the goals of the council and the available budget. The commission does not have the power or authority to cause the expenditure of city funds or to bind the city to any written or implied contract.

The Historical Commission shall:

1. Submit an annual report to the council providing an update on additions and deletions from the Historic Resources Inventory (HRI).
2. Conduct, or cause to be conducted, a comprehensive survey of properties within the boundaries of the city for the purpose of establishing the historic resources inventory. To qualify for inclusion in the historic resources inventory, a property must satisfy the criteria listed in this chapter. The inventory shall be publicized and periodically updated, and a copy thereof shall be kept on file in the planning department;
3. Recommend to the council specific proposals for designation as an historic landmark or historic district;
4. Recommend to the appropriate city agencies or departments, projects and action programs for the recognition, conservation and use of the city's historic resources, including standards to be followed with respect to any applications for permits to construct, change, alter, remodel, remove or otherwise affect such resources;
5. Review and comment upon existing or proposed ordinances, plans or policies of the city as they relate to historic resources;
6. Review and comment upon all applications for building demolition involving work to be performed upon or within a designated historic landmark, and all applications for tentative map approval, rezoning, building site approval, use permit, variance approval, design review or other approval pertaining to or significantly affecting any historic resource;
7. Provide resource information on the restoration, alteration, decoration, landscaping or maintenance of any cultural resource including the landmark, landmark site, historic district, or neighboring property within public view and promote and conduct public information and educational programs pertaining to those resources;
8. Perform such other functions as may be delegated to it by resolution or motion of the city council;
9. Cooperate with the association of the Los Altos historical museum;
10. Review and make its recommendation to the planning director on all permit applications pursuant to Article 3, Sections 12.44.100 through 12.44.170; and
11. Serve as a forum for community input and engagement when appropriate.

Current Powers and Duties

2.08.090 - Powers and duties of the historical commission.

The historical commission shall have those powers and duties granted it by [Section 2.12.030](#) of the Los Altos Municipal Code and/or as may be entrusted to it by the council from time to time and shall submit an annual report to the council.

The historical commission shall be advisory only. It shall advise the city council, the planning commission and the agencies and departments of the city. The historical commission shall establish liaison and work in conjunction with such authorities to implement the purposes of this chapter. The historical commission shall have the following powers and duties:

- A. Conduct, or cause to be conducted, a comprehensive survey of properties within the boundaries of the city for the purpose of establishing the historic resources inventory. To qualify for inclusion in the historic resources inventory, a property must satisfy the criteria listed in this chapter. The inventory shall be publicized and periodically updated, and a copy thereof shall be kept on file in the planning department;
- B. Recommend to the city council specific proposals for designation as an historic landmark or historic district;
- C. Recommend to the appropriate city agencies or departments, projects and action programs for the recognition, conservation, enhancement and use of the city's historic resources, including standards to be followed with respect to any applications for permits to construct, change, alter, remodel, remove or otherwise affect such resources;
- D. Review and comment upon existing or proposed ordinances, plans or policies of the city as they relate to historic resources;
- E. Review and comment upon all applications for building demolition or grading permits involving work to be performed upon or within a designated historic landmark or historic district, and all applications for tentative map approval, rezoning, building site approval, use permit, variance approval, design review or other approval pertaining to or significantly affecting any historic resource. The commission's comments shall be forwarded to the city agency or department processing the application within thirty (30) days after receiving the request for such comments;
- F. Investigate and report to the city council on the availability of federal, state, county, local or private funding sources or programs for the rehabilitation and preservation of historic resources;
- G. Cooperate with county, state and federal governments and with private organizations in the pursuit of the objectives of historical preservation, with the approval of and at the direction of the city council;
- H. Provide resource information on the restoration, alteration, decoration, landscaping or maintenance of any cultural resource including the landmark, landmark site, historic district, or neighboring property within public view;
- I. Participate in, promote and conduct public information and educational programs pertaining to historic resources;
- J. Perform such other functions as may be delegated to it by resolution or motion of the city council;
- K. Cooperate with the association of the Los Altos historical museum;
- L. Submit an annual report to the city council; and
- M. Review and make its recommendation to the planning director on all permit applications pursuant to Article 3, Sections 12.44.100 through 12.44.170.

Library Commission

Library Commission	Current	Recommended
Composition	7 (2 from LAH)	5 (1 from LAH)
Meetings Frequency	Monthly (12)	Bi-Monthly (6)

Recommended Powers and Duties

The library commission shall act in an advisory capacity to the council in all matters pertaining to the city library and shall cooperate with other governmental agencies and civic groups in the promotion of adequate and efficient library service to the citizens of the community. The commission shall prepare an annual work plan summarizing the goals for review and approval by the council. The work plan shall be based on the goals of the council and the available budget. The commission does not have the power or authority to cause the expenditure of city funds or to bind the city to any written or implied contract.

The Library Commission shall:

1. Serve as the principal liaison between the City Councils (Los Altos and Los Altos Hills) and the Santa Clara County Library District, and the various community entities that help to fund the library branches including the North County Library Association (NCLA), the Los Altos Library Endowment (LALE), and the Friends of the Los Altos Library;
2. Review the Los Altos Library programs, services, and facilities and make recommendations to the Council, the City Manager, and/or County and Community Librarians as appropriate, for additions or modifications thereof;
3. Conduct community outreach regarding the library facilities, programs, and services and report back to the Council and/or the County and Community Librarians as appropriate;
4. Perform such other tasks as may be expressly requested of it by the City Council.
5. Serve as a forum for community input and engagement when appropriate.

Current Powers and Duties

2.08.070 - Powers and duties of the library commission.

The library commission shall act in an advisory capacity to the council in all matters pertaining to the city library, shall cooperate with other governmental agencies and civic groups in the promotion of adequate and efficient library service to the citizens of the community, shall make budget recommendations to the council with regard to the library, and shall submit an annual report to the council.

Park, Art, Recreation, and Culture Commission	Current	Recommended
Composition	7	7
Meetings Frequency	Monthly (12)	Monthly, with scheduled breaks (10)

Recommended Powers and Duties

The parks, art, recreation, and culture commission shall act in an advisory capacity to the council in all matters pertaining to parks, recreation, culture, and public arts programs sponsored by the city. The commission shall cooperate with all and shall cooperate with all other governmental agencies and civic groups in the advancement of sound parks and recreational planning and programming, and promote arts programs to include, but not be limited to, exhibition of sculpture, paintings, photography, video, and other visual arts. The commission shall prepare an annual work plan summarizing the goals for review and approval by the council. The work plan shall be based on the goals of the council and the available budget. The commission does not have the power or authority to cause the expenditure of city funds or to bind the city to any written or implied contract.

The Parks, Art, Recreation, and Culture Commission shall:

1. Submit an annual report to Council providing an update the direction and changes to parks and recreation facilities and infrastructure, and park, art, recreation, and cultural programs and activities.
2. Review and advise on programs, activities, and resources, designed to provide for, regulate, and direct the future growth and development of the parks facilities and recreation programming
3. Manage the public outdoor sculpture loan program. The commission will conduct sculpture searches, evaluate and recommend sculptures, identify sculpture locations and work with staff on placement and maintenance of sculptures.
4. Annually review the inventory of art in public places and advise the city in matters pertaining to the maintenance, placement, alteration, sale, transfer, ownership, and acceptance or refusal of donations of art in public places.
5. Serve as a forum for community input and engagement when appropriate.

Current Powers and Duties (Parks and Recreation)

2.08.080 - Powers and duties of the parks and recreation commission.

The parks and recreation commission shall act in an advisory capacity to the council in all matters pertaining to parks and public recreation and shall cooperate with all other governmental agencies and civic groups in the advancement of sound parks and recreational planning and programming, shall make budget recommendations to the council with regard to parks and recreation, and shall submit an annual report to the council.

(Ord. 00-388 § 2: prior code § 2-5.08)

(Ord. No. 2011-374, § 3, 11-22-2011)

Current Powers and Duties (Public Arts Commission)

2.08.150 - Powers and duties of the public arts commission.

A. The public arts commission shall act in an advisory capacity to the council in all matters pertaining to public arts programs sponsored by the city. It shall take an active role in bringing about public awareness of the visual arts as well as in the definition, execution and promotion of those programs which include, but are not limited to, exhibition of sculpture, paintings, photography, video and other visual arts. The commission shall submit an annual report to the council.

B. The primary focus of the commission is the public outdoor sculpture loan program. The commission will conduct sculpture searches, evaluate and recommend sculptures, identify sculpture locations and work with city staff on placement and maintenance of sculptures. The commission will also assist the city with ensuring that all conditions and agreements are being met. In addition, the commission will promote artists' works through media exposure of the sculpture program.

(Ord. No. 2011-374, § 4, 11-22-2011)



AGENDA REPORT SUMMARY

Meeting Date: March 28, 2023

Subject: Los Altos Commissions

Prepared by: Anthony Carnesecca, Assistant to the City Manager

Reviewed by: Jon Maginot, Assistant City Manager

Approved by: Gabriel Engeland, City Manager

Attachment(s):

1. City Council Retreat Agenda Report 2/21/23: Discussion on Los Altos Commissions
2. Commission Spreadsheet
3. Commission Powers and Duties

Initiated by:

City Council

Previous Council Consideration:

February 21, 2023

Fiscal Impact:

None

Environmental Review:

Not applicable

Policy Question(s) for Council Consideration:

- How does the Council wish to adjust the City of Los Altos commissions?

Summary:

- City Council directed city staff to come back with an analysis of the commissions based upon feedback from Commission chairs and liaisons. Feedback included meeting frequency, Commissioner composition, and powers and duties or workplan information. City staff has incorporated feedback from the City Council retreat and conversations with individual commissions.

City Manager

GE

Reviewed By:

City Attorney

JH

Finance Director

JD



Subject: Los Altos Commissions

Purpose

Receive feedback from City Council on potential changes to Los Altos Commissions.

Background

The City of Los Altos has guidelines for the Commissions regarding their scope of work, number of commissioners, and frequency of commission meetings within Los Altos Municipal Code Section 2.08.

During the City Council retreat on February 21, 2023, the Council received a presentation from staff highlighting that Los Altos, when compared to other Cities in the County, have more Commissions, with more members, that meet more frequently than is average. Additionally, Commissions in other Cities have membership and meeting frequency based on the workplan or powers and duties of the Commission, as opposed to a standard for meetings and membership. The agenda report and spreadsheet from the Council retreat have been included as Attachments #1 and #2 to this agenda report.

The primary focus area for potential changes to Commissions is in the establishment of Powers and Duties in the municipal Code and the creation of workplans that align with Council priorities, budget, and available resources. Currently, many Los Altos Commissions have powers and duties that lack definition and workplans that are not aligned as described above. Los Altos Municipal Code Section 2.08 establishes 11 commissions. It defines specific powers and duties for 3 of these commissions, provides some additional direction to an additional 3 commissions, and no direction beyond advisory powers for 5 commissions. The commissions without defined powers in the Municipal Code rely on the annual work plan to determine deliverables for the year. Workplan creation for Commissions without defined powers and duties does not always take Council priorities, budget, or resources into account prior to approval by the Commission.

Commissions with Powers and Duties defined have an easier time creating a schedule of meetings and composition of membership that is based on deliverables. During the meetings with Commission Chairs it became apparent that Commissions with deliverables that were well understood and based on Council priorities had an easier time discussing potential changes to meeting frequency, membership composition, and had less confusion with the role of the Commission, the City Council, and City staff.

Discussion/Analysis

At the direction of City Council, staff met with individual commission chairs and liaisons to discuss the role of the Commission, the workplan, the meeting frequency, and member composition. These meetings were intended to receive direct feedback on areas that have worked



Subject: Los Altos Commissions

well, areas that could be improved, and potential changes that could be incorporated to improve the effectiveness of the Commissions and City Staff.

After these meetings, it became evident that the Commissions who had the most well-defined roles, either through work plans or powers and duties in the Municipal Code, were positioned the best to continue their roles, even when changes were applied, without decreasing effectiveness.

As an example, the Historical Commission has powers and duties that are well defined. The Chair agrees that the mission can be met by reducing the meeting frequency from monthly to quarterly the composition from 7 members to 5 members. The Financial Commission, who also has a well-defined scope, agrees the meeting frequency can be reduced without impairing the deliverables as expected by the City Council.

At the conclusion of the meetings, and in preparation for this study session, Staff tried to determine which Commissions were completing their deliverables in line with Council expectations and budget, were appropriately resourced, and currently had the correct composition and meeting frequency to be successful. Staff believes three Commissions, the Planning Commission, Senior Commission, and Youth Commission are all operating in line with these objectives, and can continue to be successful with no or limited changes proposed.

Additionally, there was one Commission that agreed changes were necessary and the mission could be completed with fewer members and meeting frequency. As discussed above, the Historical Commission Chair, during the meeting with Staff, believed that quarterly meetings with five members would be better suited to meet the expectations of the City Council.

In order for staff to provide recommendations potential changes to the remaining Commissions, Council direction is required. As evidenced by the Los Altos Municipal Code section 2.08 and these conversations, there are a number of commissions that do not have their powers and duties clearly defined, and/or have workplans that are not in line with Council goals, budget/resources, or lead to role confusion between the Commissions and staff.

- Complete Streets – powers and duties are not defined and do not currently match their workplan.
- Financial – powers and duties are defined, but the commission will occasionally move beyond those defined powers and duties.
- Library – currently serving in advisory capacity without clear powers and duties. There are four different agencies involved with the Library, including the County who manages the library on a daily basis and the North County Libraries Association which is a joint powers agency that the City supports as well.



Subject: Los Altos Commissions

-
- Parks and Recreation – powers and duties are not defined and do not currently match their workplan.
 - Public Arts – powers and duties are defined, but there could be additional clarity on their role.

City staff requests direction from City Council to provide additional definition to the expectations from the remaining Commissions, listed below, prior to Staff making a recommendation on frequency of meetings, membership composition, or potential consolidation.

The Commissions staff requests direction are:

- Complete Streets
- Financial
- Library
- Parks and Recreation
- Public Arts

Further role definition and clear expectations will allow staff to identify where there could be potential changes to the membership, meeting frequency, or consolidation based upon an analysis into their specific powers and duties or workplan and deliverables.



AGENDA REPORT SUMMARY

Meeting Date: February 21, 2023

Subject: Discussion on Los Altos Commissions

Approved by: Gabriel Engeland, City Manager

Attachment(s):

- 1. City Council Discussion on Commissions
- 2. Powers and Duties of Commissions
- 3. Resolution 2015-09

Initiated by:

City Council.

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not applicable.

Policy Question(s) for Council Consideration:

- Does the Los Altos City Council wish to change how Commission work plans are submitted and approved?
- Does the City Council wish to change the frequency of Commission meetings, the number of Commissioners on Commissions, and/or the total number of Commissions so they are based on the specific duties assigned by the City Council and the annual work plan?
- Does the Los Altos City Council wish to amend the Commission handbook, which was last update prior to the Covid pandemic, to conform to Council direction and expectations?

Summary:

- Los Altos has a greater number of overall Commissions, that meet more frequently, and contain a greater number of appointed members, when compared with cities in Santa Clara County (Please see attachment 1)
- Most Commissions do not have specific powers and/or duties enumerated in the Los Altos Municipal Code (Please see attachment 2)
- Commissions without defined powers and/or duties in the Municipal Code base deliverables, assignments, and expectation on their annual work plan.

Reviewed By:

City Manager

GE

City Attorney

IH



Subject: Discussion on Los Altos Commissions

- Commission work plans are often not “top down” or based on Council priorities or the adopted budget.

Staff Recommendation:

Staff recommends the City Council discuss the information in this report and determine if any action is warranted in the following areas:

1. Does the City Council wish to make changes to the establishment of the annual work plan of Commissions to ensure they are “top down” and based on Council priorities and the adopted budget?
2. Does the City Council, with the exceptions noted in this report, wish to change the frequency of Commission meetings, the number of Commissioners on Commissions, and/or number of total Commissions so they are based on the specific duties assigned by the City Council and the adopted budget?
3. Does the City Council wish to provide direction to staff to make amendments or other changes to the Commission Handbook at a later date to conform with Council direction and expectations?

Purpose

This item was requested by the City Council to review composition and expectations of Los Altos Commissions.

Discussion/Analysis

POLICY QUESTION #1: Does the Los Altos City Council wish to change how Commission work plans are submitted and approved?

The Municipal Code establishes and creates 11 City Commissions. The Code defines specific powers and duties for 3 of these Commissions, provides some additional direction to and additional 3 Commissions, and no direction beyond advisory powers to 5 Commissions.

The Commissions without defined powers in the Municipal Code rely on the annual work plan to determine deliverables for the year. Due to the lack of defined powers and duties in the Municipal Code, and work plans that are not coordinated with City Council priorities or the adopted budget, Commission meetings and work plans often create role confusion between the City Council (policy, direction to City Manager), the Commission (advisory or enumerated powers), and Staff (implementation, City Manager direction to staff, resource allocation).

Please see attachment 2 for specific information on the powers and duties of each Commission.



Subject: Discussion on Los Altos Commissions

Commissions With Powers Defined in the Municipal Code:

The Municipal Code enumerates specific powers and duties for the following Commissions:

- Planning Commission (State Planning Act)
- The Historical Commission (2.12.030 of the Municipal Code)
- The Design Review Commission (powers granted by “other provisions” of the Municipal Code)

Commissions Established in Advisory Capacity with Additional Direction:

The Municipal Code establishes the following Commissions as advisory and provides additional direction:

- The Financial Commission (2.08.130) in a review and advisory capacity
- The Public Arts Commission (2.08.150) in a review and advisory capacity
- The Complete Street Commission (2.08.160) in an advisory capacity

Commissions Established in Advisory Capacity:

The Municipal Code establishes the following Commissions in an advisory capacity:

- The Library Commission
- The Parks and Recreation Commission
- The Youth Commission
- The Environmental Commission
- The Senior Commission

In reviewing the establishment of Commissions as they were created in the Municipal Code, the City Council may wish to create a process for work plan approval that is directly related to City Council goals and the adopted budget, for Commissions that do not have powers and duties specified.

POLICY QUESTION #2 Should the Los Altos City Council, based on the findings of the review of Commissions in peer cities, examine and make changes to Los Altos Commissions including the frequency of meetings, number of Commissioners, and/or number of Commissions?

Currently Los Altos has 11 Commissions. Each Commission meets monthly except for the Planning Commission and Design Review Commission which meet twice monthly. All Commissions have 7 appointed members except for the Design Review Commission and the Youth Commission which have 5 and 11 members respectively.



Subject: Discussion on Los Altos Commissions

In reviewing Commissions in peer cities, the findings were:

- Los Altos has more total Commissions (11) than the median peer City which has 8 Commissions.
- 10 of the cities reviewed had fewer total Commissions than Los Altos, 3 had the same number of Commissions, and 1 had more Commissions.
- Los Altos Commissions meet 58% more frequently than Commissions in peer cities.
- The meeting frequency creates 156 meetings annually for Los Altos Commissions. Comparable cities average 99 meetings per year.
- Unlike peer Cities, Los Altos Commissions meet monthly with the same number of members. This is not a common practice as peer cities determine frequency of meetings and number of members based on work plan and Council direction.

In reviewing the findings of the comparison of peer cities, and with the discussion of the Policy Question #1, the City Council may wish to consider:

- 1) Establishing the number of appointed members of Commissions, based on the work plan of the Commission, except for the Planning Commission and Youth Commission.
- 2) Establishing the frequency of meetings of Commissions, except for the Planning Commission, to quarterly, semi-annually, annually, or as needed, based on the work plan of the Commission and the powers and duties enumerated in the Municipal Code.
- 3) Establishing an overall number of Commissions that is based on the vision and priorities of the City Council.

POLICY QUESTION #3: Does the Los Altos City Council wish to amend the Commission handbook to make it consistent with the changes directed by the City Council?

The Commission handbook was last reviewed and updated prior to the Covid-19 Pandemic. There are several inconsistencies or inefficiencies that exist in the handbook, as well as specific areas, such as virtual participation of Commissioners, that Council should consider updating. There are also concerns with the creation and use of subcommittees on Commissions and if they have acted in conformance with the Brown Act. In 2015, the City Council adopted Resolution 2015-09 which affirmed the City’s commitment to the Brown Act for certain City created advisory subcommittees (Attachment 3).

Specific updates that may be needed, include the process in which meeting days and times are determined for each individual commission. It has been the history of the City of Los Altos to not schedule commission meetings which overlap with other commission meetings, this is to encourage public participation for all.



Subject: Discussion on Los Altos Commissions

Commission work plans which are in common practice today help to provide clarity and direction to each commission and its assigned staff liaison, this is something that should be standardized for all commissions and must be aligned with Council goals and the adopted budget, as described in this report. Additionally, the Commission handbook should ensure work plans do not implement programs or direct staff to act.

If the City Council wishes to update the Commission handbook based on this report, previous direction, and any direction received at this meeting, Staff could bring back proposed changes at a later meeting.

Recommendation

Staff recommends the City Council discuss the information in this report and determine if any action is warranted in the following areas:

1. Does the City Council wish to make changes to the establishment of the annual work plan of Commissions to ensure they are “top down” and based on Council priorities and the adopted budget?
2. Does the City Council, with the exceptions noted in this report, wish to change the frequency of Commission meetings, the number of Commissioners on Commissions, and/or number of total Commissions so they are based on the specific duties assigned by the City Council and the adopted budget?
3. Does the City Council wish to provide direction to staff to make amendments or other changes to the Commission Handbook at a later date to conform with Council direction and expectations?



PUBLIC CORRESPONDENCE

The following is public correspondence received by the City Clerk’s Office after the posting of the original agenda. Individual contact information has been redacted for privacy. This may *not* be a comprehensive collection of the public correspondence, but staff makes its best effort to include all correspondence received to date.

To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov

From: [Jim Wing](#)
To: [Public Comment](#)
Subject: PUBLIC COMMENT AGENDA 08 MEETING DATE 04/25/2023
Date: Saturday, April 22, 2023 6:45:47 PM

Los Altos Mayor Meadows and Distinguished Council Members,
Council 04/25/2023 Meeting Agenda Item 08 Commission Powers, Membership and Meetings

As a 55-year Los Altos “member of public” attending Commission meetings, I support staff recommended changes except for Complete Streets Commission [CSC] Recommended Powers that do not allow public comment on traffic circulation. In my opinion main advantage of these changes is to free up staff time to do their assigned jobs and not spending many hours preparing commission meeting staff reports, attending meetings and educating commission members.

I recommend adding the following to CSC Recommend Powers:

- **Shall Advise the council on project and budget priorities for traffic circulation-related capital improvements.**
- **Shall have option to request Traffic Police Officer to attend meeting for input if traffic circulation projects are on meeting agenda.**

We residents need an informal public forum to comment and “plant seeds” on traffic circulation related issues. A couple examples are:

- Southbound First congestion at Main caused by left turns to eastbound Main. Queuing often is more than 8 cars.
- Left turn signal phase-shift at University / El Monte to reduce accidents of about one per year. Recent left turn signal phase-shift at Foothill Expressway Edith and Main has successfully eliminated root cause of several accidents.

Complete Streets Master Plan [CSMP] does not include traffic circulation related items. Rubric for ranking CSMP projects does not have a traffic scoring factor, so all traffic items would receive zero priority score. Collector Streets Traffic Calming Master Plan does not include traffic circulation items. Only other logical commission to add traffic circulation is Planning. California State law requires Planning Commission responsibility for Los Altos General Plan Traffic Element.

Prior Los Altos Traffic and Planning Commissions had a Traffic Police Officer at meetings when traffic circulation was on agenda. Almost all commission members, consultants, and staff did not have full knowledge of agenda item 24/7 traffic dynamics and California Vehicle Code traffic law. Traffic Police officer had that knowledge and helped commission members make good data based decisions.

Thank you for your consideration!

Jim Wing, Milverton Road, Los Altos



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject: Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element 2023-2031, and report on March 30, 2023 findings letter from the Department of Housing and Community Development (HCD) post 60-day review, and response to required amendments to the draft Housing Element to obtain certification.

Prepared by: Nick Zornes, Development Services Director

Approved by: Gabe Engeland, City Manager

Attachment(s):

1. March 30, 2023, Findings Letter from HCD regarding City of Los Altos 6th Cycle Housing Element.

Environmental Review:

The action before the City Council is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. The direction is not a final action or approval in regard to the Housing Element Update and does not have a legally binding effect on any possible future discretionary action.

Background:

On January 24, 2023, the Los Altos City Council adopted the City’s 6th Cycle Housing Element 2023-2031. Once a Housing Element is adopted it must be transmitted to the Department of Housing and Community Development (HCD) for final concurrence.

On January 30, 2023, the adopted Housing Element was sent to the Department of Housing and Community Development (HCD) which began the 60-day review period.

On March 30, 2023, the City of Los Altos received written correspondence from the Department of Housing and Community (HCD) that the adopted Housing Element was **not** approved and requires “additional revisions necessary to substantially comply with State Housing Element Law”.

On April 5, 2023, the City of Los Altos Development Services Director, and the Housing Element Team from Lisa Wise Consulting (LWC) met with the Department of Housing and Community Development (HCD) reviewers to discuss the status of the City’s Housing Element, and the findings letter received.



Subject: Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element 2023-2031, and report on March 30, 2023, findings letter from the Department of Housing and Community Development (HCD) post 60-day review, and response to required amendments to the draft Housing Element to obtain certification.

Discussion:

The City of Los Altos adopted its 6th Cycle Housing Element 2023-2031 before the statutory due date of January 31, 2023. Post adoption the City transmitted the Housing Element Update to the California Department of Housing and Community Development (HCD) for its second review which is 60 calendar days from date of receipt. City staff requested a preliminary call with HCD reviewers prior to receipt of the formal findings letter but was not granted this, and only received the letter on March 30, 2023. Following receipt of the letter from HCD the Development Services Director promptly requested a meeting to discuss outstanding revisions that were identified by the reviewers.

On April 5, 2023, the Development Services Director and the Housing Element consultant team met with the HCD reviewers virtually and discussed the outstanding revisions identified. During the meeting specific questions were answered which helped to identify prompt revisions to address the outstanding comments. In general, it was determined that many of the revisions necessary are minor in nature and only require additional details or explanation on findings provided by HCD reviewers. However, specific revisions that were included in the findings letter and discussed with HCD reviewers requires the City of Los Altos to provide additional certainty for future actions contained within the Housing Programs of the adopted Housing Element.

Analysis:

The HCD Findings Letter dated March 30, 2023, provided comments that were organized under the following topics: Housing Needs, Resources, and Constraints, and Housing Programs. A summary of HCD’s comments and discussion are provided below.

Housing Needs, Resources, and Constraints

1. *Affirmatively furthering fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583(c)(10)(A).)*
 - HCD confirmed that the adopted housing element does address many of the requirements of AFFH, however additional information regarding regional data is required to be incorporated into the final HEU. After speaking with HCD reviewers the Housing Element Team is confident that with additional data points integrated into the final HEU this will substantially comply with Housing Element Law.



Subject: Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element 2023-2031, and report on March 30, 2023, findings letter from the Department of Housing and Community Development (HCD) post 60-day review, and response to required amendments to the draft Housing Element to obtain certification.

2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality’s housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583(a)(3).)*

- Since the Los Altos Housing Element relies heavily on “pipeline projects” additional information is required to demonstrate that these sites are appropriate to account for the city’s progress towards RHNA. The Housing Element Team will provide specific information regarding the status of pipeline projects to further support the city’s reliance on these projects.
- Previous public comments received regarding the suitability of nonvacant sites were considered heavily by HCD reviewers. The Housing Element Team has spoken with property owners regarding the redevelopment of nonvacant sites and will incorporate additional information to substantiate the reliance on these sites. Specifically, the Foothill Crossing shopping center does have interest in redevelopment during the planning period despite the public comments that asserted otherwise.
- Zoning for Emergency Shelters was discussed with HCD reviewers, and this comment was satisfied during the discussion. Additional clarifying language will be incorporated into the Housing Element Update for easier reader understanding.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583(a)(5).)*

- Land Use Controls. The adopted element provided details regarding the height increases guaranteed minimums it must further provide the analysis as to why those increases were selected. Additionally, the decision to modify any land use controls must provide further detail which supports the city’s decision to modify those specific controls.
- Minimum Unit Sizes. This comment was essentially addressed during the call with HCD reviewers, as the Housing Element Team explained that the city does not have minimum unit sizes other than within the Loyola Corners Specific Plan. Additional clarifying language will be added to ensure that all readers understand this land use control.



Subject: Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element 2023-2031, and report on March 30, 2023, findings letter from the Department of Housing and Community Development (HCD) post 60-day review, and response to required amendments to the draft Housing Element to obtain certification.

- Parking Requirements. Although the city does commit to modifying the current parking requirements in Los Altos, the program does not guarantee that it will be reduced where appropriate. In order to address this comment, the Housing Element Team will incorporate the parking requirements provided in Government Code Section 65915 as the base metrics for all parking standards in Los Altos. This change will result in an overall reduction in the parking requirements in all non-single family zoning districts.

Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element... (Gov. Code, § 65583(c).)*

- PROGRAM 1.E: As previously noted, the Loyola Corners Specific Plan does not contain any land use controls rather it acts as a vision document. The Housing Element team will remove options in program 1.E and include only the commitment to fully rescind the specific plan. Currently, rescinding the specific plan is one option within the existing program 1.E, removing other options and committing to rescinding the plan would be a firm commitment by the city. The alternative would be to provide language that removes all subjective standards in the Specific Plan. Including this as an option is no longer recommended given HCD comments.
- PROGRAM 1.I: lot consolidation within the downtown area must commit to specific incentives and the metrics that will review these.
- PROGRAM 3.A: Although the city does commit to modifying the current parking requirements in Los Altos, the program does not guarantee that it will be reduced where appropriate. In order to address this comment, the Housing Element Team will incorporate the parking requirements provided in Government Code Section 65915 as the base metrics for all parking standards in Los Altos. This change will result in an overall reduction in the parking requirements in all non-single family zoning districts.
- PROGRAM 3.B: HCD provided a specific directive to include building heights for Main Street and State Street to be 36 feet and/or 3 stories.
- PROGRAM 3.H: HCD comment has been resolved as the resolution was already approved by the City Council; the housing element will be updated to reflect this.



Subject: Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element 2023-2031, and report on March 30, 2023, findings letter from the Department of Housing and Community Development (HCD) post 60-day review, and response to required amendments to the draft Housing Element to obtain certification.

2. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city’s or county’s share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory. (Gov. Code, § 65583(c)(1).)*
 - PROGRAM 1.G: previous sites utilized in 5th cycle housing element must be up zoned for a minimum of 30 dwelling units per acre. This is a clarifying assertion within the draft housing element which was completed. The HCD reviewers did not understand the densities of the sites already exist, which will only need to be further clarified in the Housing Element to be satisfied.
 - PROGRAM 3.E: the City’s 6th Cycle Housing Element is already consistent with State law and was amended earlier this year. This requirement was discussed with HCD reviewers and the city must only provide the annual timing it will review and update the Density Bonus ordinance in accordance with Government Code 65915.
 - PROGRAM 1.M: This requirement was discussed with HCD reviewers and the city must only provide the annual timing it will review and update the SB9 regulations.
3. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities.. (Gov. Code, § 65583(c)(3).)*
 - HCD reviewers are requesting clarification in the element to assert that there are not governmental restraints in city land use controls. If there was additional information would be required.
4. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583(c)(5).)*
 - Programs contained within the Housing Element must specifically speak to prioritization of AFFH for all persons, and increase the program metrics and outcomes.
 - PROGRAM 4.J: does address the previous HCD comment, however the Housing Element will be modified to reflect further the geographically target actions towards the unsafe and underdeveloped infrastructure.
 - PROGRAM 6.C: must include timeframe for when information will be posted on City’s Website.



Subject: Discussion with the Los Altos City Council on the status of the Sixth Cycle Housing Element 2023-2031, and report on March 30, 2023, findings letter from the Department of Housing and Community Development (HCD) post 60-day review, and response to required amendments to the draft Housing Element to obtain certification.

Staff Recommendation

City Council discuss the HCD Findings Letter, and obtain any information from the Development Services Director on next steps regarding the revisions necessary to obtain certification.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



March 30, 2023

Nick Zornes, Director
Development Services Department
City of Los Altos
1 North San Antonio Rd
Los Altos, CA 94022

Dear Nick Zornes:

RE: City of Los Altos' 6th Cycle (2023-2031) Adopted Housing Element

Thank you for submitting the City of Los Altos' (City) housing element that was adopted January 24, 2023 and received for review on January 30, 2023. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review. In addition, HCD considered comments from Karen Bricker, President LWV of Los Altos/Mountain View Area pursuant to Government Code section 65585, subdivision (c).

The adopted housing element addresses many statutory requirements described in HCD's November 10, 2022 review; however, additional revisions are necessary to substantially comply with State Housing Element Law (Article 10.6 of the Gov. Code). The enclosed Appendix describes the revisions needed to comply with State Housing Element Law.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government fails to adopt a compliant housing element within 120 days of the statutory deadline (January 31, 2023), then any rezoning to make prior identified sites available or accommodate the regional housing needs allocation (RHNA) shall be completed no later than one year from the statutory deadline pursuant to Government Code sections 65583, subdivision (c) and 65583.2, subdivision (c). Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i). Please be aware, if the City fails to adopt a compliant housing element within one year from the statutory deadline, the element cannot be found in substantial compliance until these rezones are completed.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. During the housing element revision process, the City must continue to engage the community, including organizations that

represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the dedication housing element team provided throughout the housing element update and review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Anthony Errichetto, of our staff, at Anthony.Errichetto@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

Enclosure

**APPENDIX
CITY OF LOS ALTOS**

The following changes are necessary to bring the City’s housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD’s website at <https://www.hcd.ca.gov/planning-and-community-development/hcd-memos>. Among other resources, the housing element section contains HCD’s latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks> and includes the Government Code addressing State Housing Element Law and other resources.

A. Housing Needs, Resources, and Constraints

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Integration and Segregation: While the element was revised to include an analysis using local data and knowledge, including familial status, it should also compare conditions of integration and segregation in the City to the rest of the region.

Disparities in Access to Opportunity: The revised element included information regarding disparities in access to opportunities with local data and knowledge; however as stated in HCD’s prior review, a complete analysis should also describe what contributes to environmental conditions at the local level.

Identified Sites and Affirmatively Furthering Fair Housing (AFFH): The revised element addresses many of the requirements for this finding based on HCD’s prior review; however, a complete analysis must address the income categories of identified sites with respect to location, the number of sites and units by all income groups and how that affects the existing patterns for all components of the assessment of fair housing (e.g., segregation and integration, access to opportunity, disproportionate housing needs, etc.).

2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality’s housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Progress in Meeting the Regional Housing Needs Allocation (RHNA): The element relies on pipeline projects to meet its RHNA, specifically, the element has identified 587

units that are either pending, approved, or under construction. While the revised element explains that infrastructure schedules and entitlement expirations do not present potential constraints, a complete analysis should also demonstrate the availability of pipeline projects during the planning period by analyzing past project completion rates and any known barriers to development in the planning period. Furthermore, while the revised element in Table B-3 lists some projects as “under review,” it should also clarify any remaining steps needed for each project to receive final entitlement and permit approvals.

In addition, while the revised element added Program 1.N to facilitate and monitor the development of pipeline projects, it must provide specific commitments to effectively facilitate the development of pipeline projects beyond simply coordinating with applicants. As well, Program 1.N should also specifically commit to rezone or identify additional sites as necessary beyond ensuring compliance with No Net Loss if applications are not approved.

Suitability of Nonvacant Sites: While the revised element describes the existing uses of nonvacant sites, Table B-7 should also relate trends as described in the suitability analysis to sites identified in the Table (e.g., building age, property condition, improvement-to-land-value ratio, etc. as stated on p. B-14). In addition, the analysis should address public comments related to the identified sites and their potential for redevelopment during the planning period and add or remove sites as appropriate based on analysis. Specifically, the element should address public comments regarding downtown sites and the Foothill Crossing shopping center.

In addition, for your information, the element relies on nonvacant sites to accommodate 50 percent or more of the housing needs for lower-income households, which triggers requirements to make findings based on substantial evidence that the existing use is not an impediment and will likely discontinue in the planning period. While the resolution of adoption includes findings, any changes to the analysis should be reflected in future re-adoption of the element, if necessary.

Environmental Constraints: The revised element describes how environmental constraints relate to identified sites; however, as stated in HCD’s prior review a complete analysis should also describe other known conditions that may impede or preclude development on identified sites in the planning period (e.g., parcel shape, easements, toxic contamination, etc.).

Electronic Sites Inventory: For your information, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its *adopted* housing element. The City must utilize standards, forms, and definitions adopted by HCD. Please see HCD’s housing element webpage at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements> for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance.

Zoning for a Variety of Housing Types (Emergency Shelters): While the revised addresses many of HCD’s prior review findings, a complete analysis should describe

the development standards of the PUD/C zone or other zones that allow emergency shelters by-right, discuss emergency shelter proximity to transportation and services and any conditions inappropriate for human habitability, and clarify whether emergency shelters are permitted without discretionary action.

Please be aware Chapter 654, Statutes of 2022 (AB 2339), adds specificity on how cities and counties plan for emergency shelters and ensure sufficient and suitable capacity. Future submittals of the housing element may need to address these statutory requirements. For additional information and timing requirements, please see HCD’s memo at <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/ab2339-notice.pdf>.

- 3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls... ..fees... (Gov. Code, § 65583, subd. (a)(5).)*

Land Use Controls: The element was not revised to address this finding. Specific commitments were added to Program 3.B regarding height limits; however, the element must still include a complete analysis to better formulate an appropriate programmatic response. In addition, Program 3.B must have clear outcomes and deliverables to revise standards. Please see HCD’s prior review for additional information.

A complete potential constraints analysis of land use controls should include the 40 percent maximum lot coverage and height limits in the R3-3, R3-1.8, and R3-1 as many of these zones do not allow for 3 stories by right while also allowing for multifamily uses. As well, the element should analyze front and rear setback and heights for mixed-use projects. Furthermore, the element should clarify whether the Downtown Village Plan allows for housing, and if so, describe the development standards. The element mentions the existence of minimum unit sizes and therefore should explain what those standards are and analyze them as potential constraints. The element must add or revise program as necessary to sufficiently address identified constraints.

Minimum Unit Sizes: The element was not revised to address this finding. Please see HCD’s prior review for additional information.

Parking Requirements: Program 3.A commits to assess and modify current parking requirements to address potential constraints does not substitute the required analysis as part of the housing element. The element must include the appropriate analysis and Program 3.A must have clear outcomes and deliverables to mitigate or remove all identified constraints. Program 3.A should specify the sliding scale parking standards to be revised as well as other standards such as guest parking, undergrounding requirements, design dimensions, etc., as mentioned in the element.

B. Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element... (Gov. Code, § 65583, subd. (c).)*

To address the program requirements of Government Code section 65583, subdivision (c)(1-6), and to facilitate implementation, programs should include: (1) a description of the City’s specific role in implementation; (2) definitive implementation timelines; (3) objectives, quantified where appropriate; and (4) identification of responsible agencies and officials. Programs to be revised include the following:

- Program 1.E (*Update Specific Plan*): While the Program timing was revised to occur earlier in the planning period, it should specifically commit to removing subjective design standards (e.g., “landscape and beatification”).
- Program 2.C (*Affordable Housing Funding*): The Program should be revised to add specific timing to implement the reduction in impact fees as well as metrics to provide additional incentives based on objective and measurable outcomes, as necessary.
- Program 1.I (*Downtown Lot Consolidation Incentive*): The Program should be revised to ensure meaningful and specific actions and objectives. In addition, Program 1.I should also include metrics to provide additional incentives based on objective and measurable outcomes, as necessary.
- Program 3.A (*Prepare a Downtown parking plan and update citywide parking requirements*): As stated in finding B3 regarding parking requirements, Program 3.A should provide specific commitment to update parking requirements throughout the City to address all identified constraints.
- Program 3.B (*Building Heights in Mixed-Use Zones*): Program 3.B should revise the height limits for Main Street and State Street to be 36 feet or 3 stories.
- Program 3.H (*Design Review Process Update*): Program 3.H should add discrete timing to remove the independent architect review.

2. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city’s or county’s share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory. (Gov. Code, § 65583, subd. (c)(1).)*

As noted in Finding A2, the element does not include a complete site analysis, therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. In addition, the element should be revised as follows:

- *Prior Identified Sites*: The element was not revised to address this finding. As noted in HCD’s prior review, Program 1.G (*Rezone Sites from Previous Housing Element*) should commit to rezone sites at appropriate densities (e.g., allow at least 30 units per acre).
- *Density Bonus*: While Program 3.E (*Ensure that the density bonus ordinance remains consistent with State law*) was revised with specific commitments, it should also provide discrete timing for when the ordinance will be reviewed and updated as needed.
- *SB9*: The revised element added Program 1.M (*SB-9 Implementation*) with specific commitments but should also provide discrete timing for program implementation.

3. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities... (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Finding A3, the element requires a complete analysis of potential governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints.

4. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)*

As noted in Finding A1, the element must include a complete analysis of AFFH and should add or modify programs based on the outcomes of a complete analysis. In addition, programs should be revised to add geographic targeting related to identified metrics. For example, because the City is predominantly the highest resource access to opportunity category and highest median income category, programs should prioritize enhancing housing mobility actions to focus implementation in areas throughout the City, including lower-density areas. In addition, programs should include place-based strategies for community revitalization, and displacement protection and should geographically target households and neighborhoods particularly at-risk. As well, program metrics and outcomes should be increased to target meaningful change.

In addition, the element should be revised as follows:

- *Program 4.J (Alternative Transportation Incentive)*: The element was not revised to address this finding. Please see HCD’s prior review for additional information.
- *Program 6.C (Housing in Highest Resource Areas)*: While Program 6.C was revised with specific commitment, it should also add discrete timing to disseminate the webpage.



PUBLIC CORRESPONDENCE

The following is public correspondence received by the City Clerk’s Office after the posting of the original agenda. Individual contact information has been redacted for privacy. This may *not* be a comprehensive collection of the public correspondence, but staff makes its best effort to include all correspondence received to date.

To send correspondence to the City Council, on matters listed on the agenda please email PublicComment@losaltosca.gov



April 23, 2023

Re: Public Comment Agenda Item # 9 – April 25 - Sixth Cycle Housing Element Discussion

Dear Mayor Meadows and Members of the City Council:

The League of Women Voters supports the Staff proposal on the Housing Element to address HCD’s recent review. HCD expressed concern about the Foothill Crossing shopping center being included as a possible site for redevelopment. We have since learned that the owner of this property is interested in building housing and agree that this site is appropriately included in the inventory.

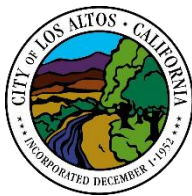
While we supported the previous adoption and were disappointed by its review results, we urge the Council to approve Staff’s proposed revisions in order to get the City certified compliant.

(Please send comments related to this letter to Sue Russell at housing@lwvlamv.org)

Karin Bricker, President LWV of Los Altos Mountain View

Cc:

PublicComment@losaltosca.gov Gabriel Engeland Nick Zornes Melissa Thurman
Anthony.errichetto@hcd.ca.gov housingelements@hcd.ca.gov



AGENDA REPORT SUMMARY

Meeting Date: April 25, 2023

Subject: Status Update on the Sewer Master Plans (Informational Item)

Prepared by: Thanh Nguyen, Senior Civil Engineer

Reviewed by: Aida Fairman, Environmental Services and Utilities Director

Approved by: Gabriel Engeland, City Manager

Attachment:

None

Initiated by:

City Council, Staff

Previous Council Consideration:

None

Fiscal Impact:

None

Environmental Review:

Not Applicable

Summary:

- The purpose of this staff report is to provide a status update to City Council on the Sanitary Sewer Master Plan and the Sewer System Management Plan.

Staff Recommendation:

None

Reviewed By:

City Manager

GE

City Attorney

JH

Finance Director

JD



Subject: Status Update on the Sewer Master Plans

Purpose

Provide information to City Council about the status of the Sanitary Sewer Master Plan and the Sewer System Management Plan.

Background

Sanitary Sewer Master Plan

The Master Plan for the City of Los Altos sanitary sewer system was completed and adopted in 2013. The 2013 Master Plan provides the City with a long-range comprehensive plan to guide the upgrade, expansion, and rehabilitation of the City’s sanitary sewer collection system. The Master Plan is referenced to develop annual capital improvement projects (CIP) and plan their corresponding budget. Since the adoption of the 2013 Master Plan, staff has completed many of the Capital Improvement Program (CIP) projects identified in the plan and continues to implement CIP projects that when completed, would improve the reliability of the sanitary sewer system.

Sewer System Management Plan

The City of Los Altos Sewer System Management Plan (SSMP) Update and Audit was last completed in 2017. The Sewer System Management Plan is a document required by the State Water Resources Control Board (SWRCB) that describes the activities an agency uses to manage its sewer collection system effectively. The SWRCB requires an agency to perform an audit of its SSMP every three years and update its SSMP every six years. On January 19, 2022, the City entered into a professional services agreement with Causey Consulting to perform the SSMP audit and update. The SSMP audit was completed and submitted to the City by the consultant in October 2022. On December 6, 2022, the State Water Resources Control Board (SWRCB) adopted a new Waste Discharge Requirement (WDR) Order (Order WQ 2022-0103-DWQ) for the Statewide Sanitary Sewer System Waste Discharge Requirements. This Order becomes effective on June 5, 2023, and it contains stricter requirements. Causey Consulting is currently working on updating the SSMP to meet the new WDR Order requirements. This project is expected to be completed by the end of FY 2022/2023.



Subject: Status Update on the Sewer Master Plans

Discussion/Analysis

Sanitary Sewer Master Plan

The City of Los Altos provides sewer collection services to City residents, a portion of unincorporated Santa Clara County and also from portions of Los Altos Hills that drain into the City’s sewer system. The Sanitary Sewer Master Plan is a document that provides an assessment of the current conditions of the system and outlines recommendations for future capital improvements that would be expected for an aging sewer system. The recommendations provided in the 2013 Master Plan are based on the professional judgment of the consultant after reviewing all the data provided at that time (e.g., the CCTV inspection videos and logs, as-builts, etc.) and their knowledge of industry standards.

Since the adoption of the 2013 Master Plan, staff has prioritized and implemented the Capital Improvement Program recommended in the Master Plan based on the condition assessment of the collection system. The recommendations include but are not limited to:

- Chemical Root Treatment Program: Staff continues to perform chemical root treatment at the rate of one-third of the system per year.
- Fats, Oils, Grease (FOG) program: Staff implements an annual FOG program to be in compliance with the SWRCB requirements.
- Geographic Information System (GIS) updates: the City’s GIS is updated with new data, map changes, or inspection results as recommended.
- Sewer Maintenance Equipment: Equipment for sewer maintenance has been replaced or purchased on a as-needed basis.
- Preventative Maintenance: Staff continues to perform the preventive maintenance program for the collection system since it has effectively reduced Sanitary Sewer Overflows and stoppages.
- Closed Circuit Television Video (CCTV) inspection program: Staff developed a Closed Circuit Television Video (CCTV) inspection program, which spanned over a five-year period. This program provides the condition assessment of the sewer mains throughout the City. This program will be completed by the time the next SSMP update begins. The program consists of five projects in which staff divided the City sewer system into five different CCTV zones, and each project is assigned one zone. Staff is currently in the progress of closing out the second project and starting with the third. Due to staff shortages throughout the years, this program is running a few years behind schedule and is anticipated to be completed within the next six years.
- Sewer Replacement Program: The City has been implementing a replacement program to replace the existing 6-inch sewer pipes with 8-inch sewer pipes. Some highlight projects are:
 - Current projects under design::
 - o *Adobe Creek Sewer Main Replacement* consists of replacement, and for some segments realignment, up to approximately 50 sewer main segments located along or near Adobe Creek.



Subject: Status Update on the Sewer Master Plans

- *Structural Reach Replacement* consists of eight sewer segments located throughout the City. These segments were identified in the 2013 SSMP that, if replaced, will improve the reliability of the City’s sewer system.
- Current projects under construction:
 - *CIPP Corrosion Rehabilitation*, which consists of lining four trunk sewer mains at two locations on El Camino Real. The work area at the first location is between Del Medio Avenue and
 - four sewer pipeline segments at two locations on El Camino Real. The work area at the first location is between Del Medio Avenue and Sherwood Avenue, and the work area at the second location is between Ortega Avenue and S Rengstorff Avenue.
 - *Sewer System Repair Program*, which consists of realigning and replacing five sewer main segments located along First Street between San Antonio Road and Main Street in Downtown Los Altos. This project will replace a total of 1,479 linear feet of sewer pipes.
- Since the adoption of the 2013 SSMP, the following projects have been completed and accepted by City Council:
 - CIPP Corrosion Rehabilitation project in 2020, which consists of 1,459 linear feet of lining along Springer Road
 - CIPP Corrosion Rehabilitation project in 2018, which consists of lining 1,195 linear feet of sewer mains located on Covington Road and Del Medio Avenue
 - Structural Reach Replacement project in 2019, which consists of replacing 3,525 linear feet of replacement of 12 sewer segments located throughout the City
 - South Sewer Replacement project in 2018, which replaced 805 linear feet of sewer mains located throughout the City
 - Sewer System Repair Program in 2018, which replaced 2,480 linear feet of sewer mains throughout the City.

The next update to the Sanitary Sewer Master Plan (SSMP) was initially planned to begin in 2023. However, there are still CCTV inspection projects that were not able to be completed on time due to staff shortages. These CCTV inspection projects will need to be completed before the SSMP can be updated. Therefore, the next Sanitary Sewer Master Plan Update will be deferred until 2028 or 2029, depending on available resources.

Sewer System Management Plan Update and Audit

It should be noted that the Sewer System Management Plan Update and Audit (SSMP Update and Audit) differs from the Sanitary Sewer Master Plan Update since the SSMP Update and Audit is a specific document and activities required by the SWRCB and focuses primarily on the operation and maintenance practices followed by the City. The SSMP Update and Audit are necessary as



Subject: Status Update on the Sewer Master Plans

required per the SWRCB WDR. The audit is typically required every three years, and the update is every six years.

Causey Consulting completed the internal audit report of the SSMP in October 2022. The update was last due in August 2019; however, the audit process did not start until February of 2022 due to unsuccessful to a lack of responses to a Request for Proposals (RFP) and difficulty procuring services to perform the audit. The staff has spent a significant amount of effort procuring a consulting firm that specializes in SSMP updates and auditing. The City entered into an agreement with Causey Consulting in January 2022, and Causey Consulting began work on the audit and update in February 2022.

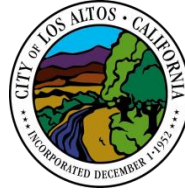
With the effective date of the new WDR Order, Causey Consulting suggested completing the audit before proceeding to update the SSMP since the findings from the audit should be addressed in the update, and the update needs to be completed after the effective date of the new WDR Order. Causey Consulting is currently working on the update, and the anticipated completion date for this task is June 30, 2023. This update will reflect the new changes and requirements stated in the newly adopted WDR Order in December 2022. Below are some of the significant changes from the new WDR Order (Order WQ 2022-0103-DWQ):

- A new Category 4 spill is introduced, and the City shall report and certify all Category 4 spills to the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database quarterly, within 15 days after the end of the calendar quarter in which the spills occurred. A Category 4 spill is defined as a spill of less than 50 gallons from or caused by a sanitary sewer system regulated under the General Order that does not discharge to surface water.
- Under section 3.3.4 State Water Board Human Right to Water Resolution. On November 16, 2021, the State Water Board adopted Resolution 2021-0050 titled Condemning Racism, Xenophobia, Bigotry, and Racial Injustice, and Strengthening Commitment to Racial Equity, Diversity, Inclusion, Access, and Anti-Racism. This Resolution ensures that the State Water Board is committed to protecting public health and beneficial uses of waterbodies in all communities, restoring impaired surface waterbodies and degraded aquifers, and promoting multi-benefit water quality projects. Through Resolution 2021-0050, the State Water Board also commits to expanding implementation of its Climate Change Resolution to address the disproportionate effects of extreme hydrologic conditions and sea-level rise on Black, Indigenous, and people of color communities, prioritizing: the right to safe, clean, affordable, and accessible drinking water and sanitation, sustainable management and protection of local groundwater resources, healthy watersheds, and access to surface waterbodies that support subsistence fishing. On June 7, 2022, the State Water Board adopted a Resolution titled Authorizing the Executive Director or Designee to Enter into One or More Multi-Year Contracts Up to a Combined Sum of \$4 Million for a Statewide Wastewater Needs Assessment, supporting the equitable access to sanitation for all Californians.



Subject: Status Update on the Sewer Master Plans

- Under section 5.12 Spill Emergency Responses Plan and Remedial Actions: It is required that the City updates and implements its Spill Emergency Response Plan within six (6) months of the Adoption Date of the new Order.
- Within six (6) months of the Adoption Date of the new Order, the Legally Responsible Official shall upload the City’s existing Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.
- Other changes mostly involved changes in the terminologies throughout the new Order.



City of Los Altos 2023 Tentative Council Agenda Calendar

All items and dates are tentative and subject to change unless a specific date has been noticed for a legally required Public Hearing. Items may be added or removed from the shown date at any time and for any reason prior to the publication of the agenda eight days prior to the next Council meeting.

Date	Agenda Item (Date identified by Council)	Agenda Section (Consent, Discussion Item - note in red if Public Hearing)	Dept/ Date of request to add.
May 9, 2023	Study Session Storm Water Master Plan		Aida
May 9, 2023	REGULAR COUNCIL MEETING		
	3rd Quarter Report		
	Review Council Norms and Procedures	Discussion	Gabe
	Solid Waste Rates	Discussion	Aida
	Emergency Operations Report	Discussion	Angela
	Approval of Final Map of 140 Lyell St	Consent	Victor Chen
	Gas Powered Leaf Blowers	Discussion	Nick
	Adopt by reference the IBC Property Maintenance Code	Public Hearing	Nick
	Noise Ordinance	Public Hearing	Nick
	CHAC Update	Discussion	Mayor
	Legislative Bills Discussion	Discussion	Neysa
May 23, 2023	Closed Session		
	Study session orchard		
May 23, 2023	FY23-24 Budget Study Session		June
May 23, 2023	REGULAR COUNCIL MEETING		
	OBAG3 Grant Funding for N. San Antonio Rod Complete Streets Project	Consent	Marisa Lee
	1 st Amendment to Agreement with CO+ED Architecture	Consent	Morgan Lotfi



City of Los Altos Tentative Council Agenda Calendar

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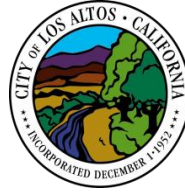
Date	Agenda Item (Date identified by Council)	Agenda Section (Consent, Discussion Item - note in red if Public Hearing)	Dept.
	Treasury Report	Consent	June
	Council Non-Profit Civic Organization Contribution	Discussion	Anthony
June 13, 2023	REGULAR COUNCIL MEETING		
	Adopt Resolution No. 2022-XX approving the Report of Sewer Service Charges and directing the Filing of Charges for Collection by the Tax Collector	2 Printed Public Hearing - not less than 10 days - published once a week for two consecutive weeks 5/11/2022 & 5/18/2022	
	Present 2023/24 Budget	Public Hearing	June
June 27, 2023	REGULAR COUNCIL MEETING		
	Treasury Report	Consent	June
	Adopt 2023/24 Budget	Consent	June
	MidPen Board Member Presentation	Special Item	Mayor
July 11, 2023	REGULAR COUNCIL MEETING		
August 22, 2023	REGULAR COUNCIL MEETING		



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Date	Agenda Item (Date identified by Council)	Agenda Section (Consent, Discussion Item - note in red if Public Hearing)	Dept.
	Treasury Report	Consent	June
September 12, 2023	REGULAR COUNCIL MEETING		
September 26, 2023	REGULAR COUNCIL MEETING		
	Year End tentative report – September (if needed)		
	Treasury Report	Consent	June
October 10, 2023	REGULAR COUNCIL MEETING		
October 24, 2023	REGULAR COUNCIL MEETING		
	Treasury Report	Consent	June
November 14, 2023	REGULAR COUNCIL MEETING		
	1st Quarter report FY 2021/2022		
November 28, 2023	REGULAR COUNCIL MEETING		



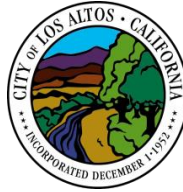
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	Treasury Report	Consent	June
December 5, 2023	Council Reorganization		
December 12, 2023	REGULAR COUNCIL MEETING (ACFR)and Year End – 1st meeting December		

Future Agenda Topics to Be Scheduled....

May is Bike Month Proclamation	Special Item	Mayor
Comprehensive multi-modal traffic study (analysis of recent projects projected parking, trip generation, & traffic impacts to actuals; ECR impacts should include adjacent streets) – Jim		ES
PCI Report – Jim		
MWENDO – Council (with Env Commission)		
Dark Skies Ordinance (LLE/JW/NF/ 2/21/2023)		
Update to personnel rules– HR	Consent	HR
Cities Association JPA – Council	Discussion	Angel
Future Agenda Item Policy Update	Discussion	Anthony
Acceptance of the CCTV Video Inspection; Project WW01011	Consent	Aida



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Date	Agenda Item (Date identified by Council)	Agenda Section (Consent, Discussion Item - note in red if Public Hearing)	Dept.
Flag Policy Pilot, 2 nd Nov Meeting 2023		Discussion	Council
SB 423 – Support or Oppose		Discussion	NF
SVCE Electrification Grant		Consent	Aida
Bicycle parking ratio ordinance (HEU)		Discussion	Nick
Acceptance of the Council Chamber AV project		Consent	Aida
City wide parking analysis – (HEU)		Study Session	Nick
Design Contract for S 1 st Street scape		Consent	Jim

PROGRAM	SUB PROJECT	INITIATION DATE	HEU COMPLETION DATE	STATUS
Program 2.D: Encourage and streamline Accessory Dwelling Units (ADUs).	Budget & Hire Planning Technician		December 31, 2022	COMPLETED
Program 2.D: Encourage and streamline Accessory Dwelling Units (ADUs).	Amend ADU Ordinance based upon HCD's letter		6 months or less	
Program 3.H: Amend design review process and requirements.	Eliminate 3rd Party Architectural Review		February 28, 2023	COMPLETED
Program 3.H: Amend design review process and requirements.	Dismiss Design Review Commission		February 28, 2023	COMPLETED
Program 3.L: Eliminate the requirement of story poles.			March 31, 2023	COMPLETED
Program 2.E: Conduct annual ADU rental income surveys.	Budget & Hire Housing	March 31, 2023		BUDGET DEPENDENT
Program 4.J: Facilitate alternate modes of transportation for	Adopt VMT Policy &		June 30, 2023	COMPLETED
Program 2.D: Encourage and streamline Accessory Dwelling Units (ADUs).	RFP-Permit Ready ADU Plans		July 31, 2023	DEVELOPING RFP
Program 1.H: Facilitate housing on City-owned sites.	Financial Analysis	July 1, 2023	December 31, 2023	DEVELOPING RFP
Program 3.D: Evaluate and adjust impact fees.		August 1, 2023	December 31, 2024	RFP RELEASED 4/10/23
Program 1.H: Facilitate housing on City-owned sites.	Release RFP	December 31, 2023		
Program 6.C: Target housing development in highest resource areas.	Initial Outreach		September 31, 2023	
Program 6.D: Promote Housing Choice (Section 8) rental assistance program.			September 31, 2023	
Program 2.A: Continue to implement and enhance inclusionary housing requirements.			December 31, 2023	IN-PROGRESS
Program 2.B: Establish an affordable housing in-lieu fee and commercial linkage fee.	Housing in-lieu fee.		December 31, 2023	IN-PROGRESS
Program 2.F: Water and Sewer Service Providers.			December 31, 2023	
Program 3.B: Modify building height in mixed-use zoning districts.	Downtown Districts		December 31, 2023	
Program 3.E: Ensure that the density bonus ordinance remains consistent with State law.			December 31, 2023	ONGOING
Program 3.H: Amend design review process and requirements.	Code Amendments		December 31, 2023	COMPLETED

Program 3.K: Standardize multimodal transportation requirements.	Bicycle Storage and Charging Regulations		December 31, 2023	IN-PROGRESS
Program 3.K: Standardize multimodal transportation requirements.	Remove CSC Review of Housing Developments		December 31, 2023	COMPLETED
Program 4.C: Allow Low Barrier Navigation Centers consistent with AB 101.			December 31, 2023	
Program 4.D: Allow transitional and supportive housing consistent with State law.			December 31, 2023	
Program 4.E: Allow employee/farmworker housing consistent with State law.			December 31, 2023	
Program 4.F: Reasonably accommodate disabled persons' housing needs.			December 31, 2023	
Program 6.B: Maintain and expand an inventory of affordable housing funding sources.	Prepare Inventory.		December 31, 2023	
Program 6.E: Prepare and distribute anti-displacement information.			December 31, 2023	
Program 1.A: Rezone for RHNA shortfall.			January 31, 2024	
Program 1.G: Rezone housing sites from previous Housing Elements.			January 31, 2024	
Program 3.G: Amend Conditional Use Permits findings applicable to housing developments.			March 31, 2024	
Program 3.I: Allow residential care facilities consistent with State law.			March 31, 2024	
Program 3.J: Explicitly allow manufactured homes consistent with State law.			March 31, 2024	
Program 3.F: Reduce Conditional Use Permit requirement for residential mixed-use and multi-family.			September 31, 2024	
Program 1.B: Facilitate higher density housing in the Commercial Thoroughfare (CT) District.			December 31, 2024	
Program 1.C: Allow housing in the Office Administrative (OA) District.			December 31, 2024	
Program 1.E: Update the Loyola Corners Specific Plan.			December 31, 2024	

Program 2.D: Encourage and streamline Accessory Dwelling Units (ADUs).	Adopt-Permit Ready ADU Plans		December 31, 2024	
Program 3.A: Prepare a Downtown parking plan and update citywide parking requirements.			December 31, 2024	DEVELOPING RFP
Program 3.B: Modify building height in mixed-use zoning districts.	Neighborhood (CN) District		December 31, 2024	
Program 3.C: Remove floor-to-area ratio (FAR) restriction at Rancho Shopping Center and Woodland Plaza.			December 31, 2024	
Program 3.M: Modify parking requirements for emergency shelters consistent with State law.			December 31, 2024	
Program 2.B: Establish an affordable housing in-lieu fee and commercial linkage fee.	Commercial linkage fee.	December 31, 2025		
Program 1.D: Allow housing on certain Public and Community Facilities District sites and facilitate housing on religious institution properties.			December 31, 2025	
Program 1.F: Rezone Village Court parcel.			December 31, 2025	
Program 4.H: Provide additional density bonuses and incentives for housing that accommodates special needs groups.			December 31, 2025	
Program 4.I: Allow senior housing with extended care facilities in multi-family and mixed-use zoning districts.			December 31, 2025	
Program 1.I: Incentivize Downtown lot consolidation.			July 31, 2026	
Program 4.G: Assist seniors to maintain and rehabilitate their homes.			July 31, 2026	
Program 6.C: Target housing development in highest resource areas.	Follow-up Outreach		September 31, 2026	
Program 1.H: Facilitate housing on City-owned sites.	Entitlement Review		December 31, 2026	
Program 3.N: Modify standards in the R3 zoning districts.			December 31, 2026	

Program 4.J: Facilitate alternate modes of transportation for residents.	Capital Improvement Project for above head pedestrian crossing signals on San Antonio Road near Downtown Los Altos		December 31, 2027	
Program 5.F: Incentivize the creation of play areas for multi-family housing projects.			December 31, 2027	
Program 1.K: Participate in regional housing needs planning efforts.			Ongoing	
Program 1.L: General Plan amendments.			Ongoing	
Program 1.M: SB 9 implementation.			Ongoing	
Program 1.N: Facilitate and monitor pipeline housing projects.			Ongoing	
Program 2.C: Assist in securing funding for affordable housing projects.			Ongoing	
Program 2.D: Encourage and streamline Accessory Dwelling Units (ADUs).			Ongoing	
Program 2.E: Conduct annual ADU rental income surveys.	Annual Survey		Annually	
Program 4.A: Support efforts to fund homeless services.			Ongoing	
Program 4.B: Continue to participate in local and regional forums for homelessness, supportive, and transitional housing.			Ongoing	
Program 5.A: Monitor condominium conversions.			Ongoing	
Program 5.B: Continue to administer the City's affordable housing programs.			Ongoing	
Program 5.C: Restrict commercial uses from displacing residential neighborhoods.			Ongoing	
Program 5.D: Implement voluntary code inspection program.			Ongoing	
Program 5.E: Help secure funding for housing rehabilitation and assistance programs.			Ongoing	

Program 6.A: Assist residents with housing discrimination and landlord-tenant complaints.			Ongoing	
Program 6.B: Maintain and expand an inventory of affordable housing funding sources.	Inform, Evaluate Apply/Submit		Ongoing	
Program 6.F: Affirmatively market physically accessible units.			Ongoing	
Program 7.A: Promote energy and water conservation and greenhouse gas reduction through education and awareness campaigns.			Ongoing	
Program 7.B: Monitor and implement thresholds and statutory requirements of climate change legislation.			Ongoing	