

CITY COUNCIL MEETING AGENDA

7:00 PM - Tuesday, May 14, 2024
via Videoconference and In Person

PARTICIPATION: Members of the public may participate by being present at the Los Altos Council Chamber at Los Altos City Hall located at 1 N. San Antonio Rd, Los Altos, CA during the meeting. Public comment is accepted in person at the physical meeting location, or via email to PublicComment@losaltosca.gov.

RULES FOR CONDUCT: Pursuant to Los Altos Municipal Code, Section 2.05.010 "Interruptions and rules for conduct": Understanding that the purpose of the city council meetings is to conduct the people's business for the benefit of all the people, in the event that any meeting of the city council is willfully interrupted by a person or group of persons so as to render the orderly conduct of the meeting impossible, the mayor, mayor pro tem, or any other member of the city council acting as the chair may order the removal of the person or persons responsible for the disruption and bar them from further attendance at the council meeting, or otherwise proceed pursuant to Government Code Section 54957.0 or any applicable penal statute or city ordinance.

REMOTE MEETING OBSERVATION: Members of the public may view the meeting via the link below, but will not be permitted to provide public comment via Zoom or telephone. Public comment will be taken in-person, and members of the public may provide written public comment by following the instructions below.

<https://losaltosca-gov.zoom.us/j/84966591123?pwd=swabFmfyVszleiDj2jbWn4XTjgP1TL.1>

Telephone: 1-669-444-9171 / Webinar ID: 849 6659 1123 / Passcode: 505316

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. Emails sent directly to the City Council as a whole or individually, and not sent to PublicComment@losaltosca.gov will not be included as a public comment in the Council packet.

Please note: Personal information, such as e-mail addresses, telephone numbers, home addresses, and other contact information are not required to be included with your comments. If this information is included in your written comments, they will become part of the public record. Redactions and/or edits will not be made to public comments, and the comments will be posted as they are submitted. Please do not include any information in your communication that you do not want to be made public.

Correspondence submitted in hard copy/paper format must be received by 2:00 p.m. on the day of the meeting to ensure distribution prior to the meeting. Comments provided in hard copy/paper format after 2:00 p.m. will be distributed the following day and included with public comment in the Council packet.

The Mayor will open public comment and will announce the length of time provided for comments during each item.

AGENDA

CALL MEETING TO ORDER

ESTABLISH QUORUM

PLEDGE ALLEGIANCE TO THE FLAG

REPORT ON CLOSED SESSION

CHANGES TO THE ORDER OF THE AGENDA

SPECIAL ITEMS

Issue proclamation recognizing Affordable Housing Month

Issue proclamation recognizing Jewish Heritage Month

Recognition of the Margaret Thompson Essay Contest Winners

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. The Mayor will announce the time speakers will be granted before comments begin. 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.

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 the Draft Special and Regular Meeting Minutes for the Meeting of April 30, 2024
2. Adopt a Resolution calling for a General Municipal Election to be held on November 5, 2024 for three City Council seats and requesting the services of the County of Registrar of Voters to conduct the election and consolidate it with the General Election
3. Adopt a Resolution authorizing the increase of Solid Waste Collection Rates by 5.79% effective July 1, 2024; and finding it exempt from California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15273(a)
4. Adopt the Public Works Department's Microtrenching asphalt concrete (A.C.) Restoration Standard Detail SU-19A to comply with California Senate Bill 378

- [5.](#) Authorize the City Manager to execute the Agreements for Countywide Household Hazardous Waste Collection Program and Countywide AB 939 Implementation Fee to provide for funding from the City of Los Altos in the amount of \$96,037 for the Countywide Hazardous Waste Disposal Program for FY 2025/26, and consider finding the Council's action exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15273
- [6.](#) Adopt Resolution certifying compliance with State Housing Laws in order to receive \$7,298,096.00 in One Bay Area Grant Cycle 3 (OBAG 3) funding for the San Antonio Complete Streets Project
- [7.](#) Authorize the City Manager to execute an amendment to the original agreement with West Coast Arborists, Inc. in the amount of \$58,000 for On-Call City-wide Tree Maintenance Services to fully fund annual tree maintenance services that includes the tree work that was done on the Hetch Hetchy Trail
- [8.](#) Authorize the City Manager to Purchase Motorola Nextgen Police Radios and accept grant monies from the Los Altos Mountain View Community Foundation to fund this replacement

PUBLIC HEARINGS

- [9.](#) Introduce and waive further reading of an Ordinance of the City Council of the City of Los Altos adding Chapter 14.64 to Title 14 (Zoning) of the Los Altos Municipal Code enacting regulations for dual opportunity developments (SB9) and find the Ordinance exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act (CEQA), and Adopt a Resolution rescinding Resolution 2021-57 establishing objective standards for single-family residences to implement Senate Bill 9 and find the Resolution exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act (CEQA)

DISCUSSION ITEMS

- [10.](#) Discuss and provide direction on a potential policy related to public comments from a remote platform for public meetings

INFORMATIONAL ITEMS ONLY

There will be no discussion or action on Informational Items

- [11.](#) Tentative Council Calendar and Housing Element Update Implementation 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.

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.



**CITY OF LOS ALTOS
CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 30, 2024
7:00 p.m.
1 N. San Antonio Rd. ~ Los Altos, CA**

*Jonathan D. Weinberg, Mayor
Pete Dailey, Vice Mayor
Neysa Fligor, Councilmember
Lynette Lee Eng, Councilmember
Sally Meadows, Councilmember*

CALL MEETING TO ORDER – Jonathan D. Weinberg, Mayor, called the meeting to order at 7:05 p.m.

ESTABLISH QUORUM – All Councilmembers were present.

PLEDGE OF ALLEGIANCE – **Jonathan D. Weinberg, Mayor**, led the Pledge of Allegiance.

REPORT ON CLOSED SESSION

There was no reportable action taken for the Closed Session meeting of April 30, 2024 at 5:00 p.m.

CHANGES TO THE ORDER OF THE AGENDA

There were no changes to the order of the agenda.

SPECIAL ITEM

Introduction of Brock the Los Altos PD K-9 to the City Council and public

Brian Werner, Los Altos Police Officer, introduced Brock the K-9 Officer to the City Council and public.

Proclamation recognizing May as Bike Month

Jonathan D. Weinberg, Mayor, presented the proclamation to **Ari Frank, a Gardner Bullis Elementary Student**, who read the proclamation.

Proclamation Recognizing May 5 - May 11, 2024 as Municipal Clerks Week

Jonathan D. Weinberg, Mayor, presented the proclamation to **Melissa Thurman, City Clerk for the City of Los Altos**.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following members of the public spoke during Public Comment:

- James Kingman

CONSENT CALENDAR

Motion by Fligor and Second by Meadows to approve the Consent Calendar. **Motion carried unanimously by roll call vote for Item 1. Motion carried 4-1 by roll call vote with Councilmember Lee Eng opposed for Item 2.**

1. Approve the Special and Regular Meeting Minutes for the Meeting of April 9, 2024

2. Adopt Zoning Ordinance Text Amendments which implement programs identified in the adopted housing element, Program 2.D: Encourage and streamline Accessory Dwelling Units (ADUs), and Program 6.G: Housing Mobility, and necessary amendments to comply with State law; and consideration of the City of Los Altos Planning Commission's March 21, 2024, recommendation with modifications and find that 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

PUBLIC HEARINGS

3. **425 1st Street-Project Modification:** City Council Consideration of Modification Request of Approved Design Review Permit 18-D-06 and Subdivision 18-SD-04 for the property located at 425 First Street, Los Altos, CA. The Modification Request is to change the existing below market rate unit mix from one (1) low-income unit and two (2) moderate-income units to a proposed below market rate unit mix of three (3) low-income units and one (1) moderate-income unit. This project has already been approved and consideration of this item is limited to the requested modification for the below market rate unit mix. The proposed project modification request is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines since there would be no possibility of a significant effect on the environment

Sean Gallegos, Senior Planner, presented the report.

Jeff Warmeth, Project Applicant, provided additional comments.

Jonathan D. Weinberg, Mayor, opened the Public Hearing.

There were no speakers during the Public Hearing.

Jonathan D. Weinberg, Mayor, closed the Public Hearing.

Motion by Dailey and Second by Fligor to approve the Modification Request of Approved Design Review Permit 18-D-06 and Subdivision 18-SD-04 for the property located at 425 First Street, Los Altos, CA. The Modification Request is to change the existing below market rate unit mix from one (1) low-income unit and two (2) moderate-income units to a proposed below market rate unit mix of three (3) low-income units and one (1) moderate-income unit. This project has already been approved and consideration of this item is limited to the requested modification for the below market rate unit mix. The proposed project modification request is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines since there would be no possibility of a significant effect on the environment. **Motion carried 4-1 by roll call vote with Councilmember Lee Eng opposed.**

DISCUSSION ITEMS

- 4. Discuss Los Altos Municipal Code Chapter 3.52 Public Art Fund and provide staff direction on potential ordinance amendments

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

The following members of the public spoke regarding the item:

- Karen Zucker
- Maddy McBirney
- Jeanine Valadez

The City Council provided direction on potential future ordinance amendments.

Discussion item only. No motion taken.

The City Council took a recess at 8:34 p.m.
The City Council reconvened at 8:44 p.m.

- 5. Discussion regarding updated Development Services – Development Impact Fees based on the completed Study by Matrix Consulting Group and provide staff direction on returning to the next possible City Council Meeting

Khushboo Ingle, Matrix Consulting Group, presented the report.

The following member of the public spoke regarding the item:

- Anne Paulson

The City Council provided direction for the project.

Discussion item only. No motion taken.

- 6. Create a process to select a representative to be on the Sourcewise advisory council

Manuel Hernandez, Parks & Recreation Director, presented the report.

There were no speakers for the item.

The City Council provided direction to select a representative to be on the Sourcewise advisory council.

Discussion item only. No motion taken.

INFORMATIONAL ITEMS ONLY

There will be no discussion or action on Informational Items

- 7. Tentative Council Calendar and Housing Element Update Implementation Calendar

8. Legislative Update on AB43 (Traffic Safety)

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

- **Pete Dailey, Vice Mayor** – Requested a future agenda item:
 - Increasing Police Department budget to hire a dedicated resource for parking and traffic enforcement. *(No support)*
- **Lynette Lee Eng, Councilmember** – Requested a future agenda item:
 - Requested an evaluation for the City Attorney *(No support)*

ADJOURNMENT – The regular meeting adjourned at 10:12 p.m.

The meeting minutes were prepared by Melissa Thurman, City Clerk, for approval at the regular meeting of May 14, 2024.

Jonathan D. Weinberg
Mayor

Melissa Thurman, MMC
City Clerk

The April 30, 2024 City Council meeting recording may be viewed via the following external website: <https://www.youtube.com/@CityofLosAltosCA>

The City of Los Altos does not own or operate YouTube. The video referenced on these minutes were live at the time the minutes were published.



**CITY OF LOS ALTOS
CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 30, 2024
5:30 p.m.
1 N. San Antonio Rd. ~ Los Altos, CA**

Agenda Item # 1.

*Jonathan D. Weinberg, Mayor
Pete Dailey, Vice Mayor
Neysa Fligor, Councilmember
Lynette Lee Eng, Councilmember
Sally Meadows, Councilmember*

SPECIAL MEETING

CALL MEETING TO ORDER: Mayor Weinberg called the meeting to order at 5:48 p.m.

ESTABLISH QUORUM:

All Councilmembers were present and in person during the meeting.

DISCUSSION ITEM(S)

1. Receive presentation from Santa Clara Valley Transportation Authority (VTA) on the Homestead Corridor Project.

Hassan Basma, Transportation/Traffic Engineer, VTA, presented the report.

The following member of the public spoke regarding the item:

- Nanette Jackson

Informational item only. No motion taken.

ADJOURNMENT – The meeting adjourned at 6:50 p.m.

The meeting minutes were prepared by Melissa Thurman, City Clerk, for approval at the regular meeting of May 14, 2024.

Jonathan D. Weinberg
Mayor

Melissa Thurman, MMC
City Clerk

The April 30, 2024 City Council Special Meeting recording may be viewed via the following external website: <https://www.youtube.com/@CityofLosAltosCA>

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City Council Agenda Report

Meeting Date: May 14, 2024

Prepared By: Melissa Thurman, City Clerk

Approved By: Gabriel Engeland, City Manager

Subject: Adopt a Resolution calling for a General Municipal Election to be held on November 5, 2024 for three City Council seats and requesting the services of the County of Registrar of Voters to conduct the election and consolidate it with the General Election

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Adopt a Resolution calling for a General Municipal Election to be held on November 5, 2024 for three City Council seats and requesting the services of the County of Registrar of Voters to conduct the election and consolidate it with the General Election

FISCAL IMPACT

The estimated cost of conducting the election in partnership with Santa Clara County Registrar of Voters is approximately \$100,000. The city expects to receive an invoice from the Registrar’s office after the election is finalized in early December.

Any staff time used for the election will fall under expected activities and duties of the City Clerk’s Office.

ENVIRONMENTAL REVIEW

Not applicable.

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

Consolidation of the Municipal Election with the General Election and requesting election services from the Santa Clara County Registrar of Voters is in line with past practices of the City and results in substantial cost savings to the City.

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO CONSOLIDATE SAID ELECTION PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the General Election to be held on the same date and that within the City the precincts, voting centers and election officers of the two elections be the same, and that the Registrar of Voters of the County of Santa Clara canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Los Altos as follows:

SECTION 1. That pursuant to the requirements of the Elections Code of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Los Altos, California on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing at large three Members of the City Council for the full term of four years (ending November 2028); and

SECTION 2. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to consent and agree to the consolidation of said election with the General Election on Tuesday, November 5, 2024 and

SECTION 3. That the Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election and only one form of ballot shall be used; and

SECTION 4. That the City of Los Altos recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs; and

SECTION 5. That the City Clerk is authorized, instructed and directed to coordinate with the County of Santa Clara Registrar of Voters to procure and furnish any and all official

ballots, notices, printed matter, and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election; and

SECTION 6. That the ballots to be used at the election shall be in form and content as required by law. Voters shall vote for a maximum of three candidates; and

SECTION 7. That candidates shall be permitted to submit a single Candidate Statement, with a maximum of 200 words, for inclusion in the Sample Ballot; and pursuant to Section 13307 of the Elections Code, the City Council hereby determines to levy against each candidate availing himself or herself of the service of including a candidate’s statement not to exceed two hundred (200) words in length in the voter’s pamphlet, the actual prorated costs of printing, handling and translating the candidate’s statement, if any, incurred by the City of Los Altos. Such estimated costs to be determined by the Registrar of Voters. The City Clerk shall provide written notice to such effect with each set of nomination papers issued.

SECTION 8. All active registered voters will automatically be mailed a Vote-by-Mail ballot package beginning on October 7, 2024; the Vote Centers for said election will be open starting on October 22, 2024, through November 5, 2024, for varying hours of operations. A list of Vote Centers hours of operation will be posted on the Santa Clara County Registrar Of Voters website at <https://sccvote.sccgov.org/home>. The Vote Centers will be open on Election Day, November 5, 2024.

SECTION 9. That the consolidated election shall be held and conducted in the manner prescribed in Section 10418 of the Elections Code of the State of California; and

SECTION 10. That pursuant to Section 10551 and 15651 of the Elections Code of the State of California, the method of determining the winner or winners in the event of a tie vote shall be by coin flip.

SECTION 11. That the following is listed below:

- 1) Names of all current Los Altos City Council Members
- 2) Term: Full or Short
- 3) Seats: Elected by Division or At-Large

Council Member Names	Term: Full or Short	Seats Elected by Division or At-Large
Pete Dailey	2022-2026	Elected at Large
Neysa Fligor	2022-2026	Elected at Large
Lynette Lee Eng	2020-2024	Elected at Large
Sally Meadows	2020-2024	Elected at Large
Jonathan Weinberg	2020-2024	Elected at Large

SECTION 12. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Santa Clara.

SECTION 13. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

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 14th day of May 2024 by the following vote:

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

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
City Clerk



City Council Agenda Report

Meeting Date: May 14, 2024

Initiated By: Staff

Prepared By: Harun Musaefendic, Assistant Civil Engineer

Approved By: Aida Fairman, Public Works Director

Subject: Solid Waste Collection Rates: Consider adopting Resolution No. 2024-___, authorizing the increase of Solid Waste Collection Rates by 5.79% effective July 1, 2024; and finding it exempt from California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15273(a)

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Adopt Resolution No. 2024-___, authorizing the increase of Solid Waste Collection Rates by 5.79% effective July 1, 2024

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

A 5.79% increase in rates charged for service affects all ratepayers, including the City.

ENVIRONMENTAL REVIEW

The adoption of increased rates is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15273(a) in that CEQA does not apply to actions to set rates, tolls, fares, or other charges.

PREVIOUS COUNCIL CONSIDERATION

June 12, 2018; May 28, 2019; May 12, 2020; May 11, 2021; May 10, 2022; May 9, 2023

DISCUSSION/ANALYSIS

The City of Los Altos Municipal Code Section 6.12.020 (Charge for solid waste collection service) states that “Any and all charges for solid waste collection service shall be set forth in the franchise agreement, contract or the collection service agreement between the city and its franchised hauler.”

The Franchise Agreement with Mission Trail Waste Systems (MTWS) provides for periodic rate adjustments based on the Water-Sewer-Trash Consumer Price Index, as defined below, and establishes that the next adjustment would apply to service beginning July 1, 2024.

The Franchise Agreement provides that MTWS shall charge service recipients an amount not to exceed the Maximum Service Rates (Attachment 1) approved by City Resolution as may be adjusted under the terms of the agreement.

The amended and restated Franchise Agreement was executed on April 23, 2020.

At its October 22, 2019 meeting, the City Council approved an extension of the Franchise Agreement concluded in 2020, which resulted in an amended and restated Franchise Agreement. Per Section 4.02.2.5 of the Franchise Agreement, 2024 rate adjustments are calculated based on CPI, plus a Disposal Cost Change Rate Adjustment, plus an Organic Processing Costs Service Rate Adjustment. The Franchise Agreement commits the City to the 5.79% increase effective July 1, 2024, and requires that the City Council effectuate the increase by resolution. Under Sections 4.01 and 4.02.2.6, the City Council is required to take action by resolution to effectuate rate increases in accordance with the Franchise Agreement.

The City’s solid waste consultant, R3 Consulting Group, Inc. reviewed the hauler’s rate adjustment request with the following results:

- Validated the mathematical accuracy and the correct use of the index.
- Validated the mathematical accuracy and logical consistency of the calculated Disposal Cost Change.
- Validated the calculated indexed increase.
- Confirmed that the indexed increase was applied correctly to last year’s rates.

ATTACHMENTS

1. Maximum Rates for Adoption (FY 2024/25)
2. Resolution 2024-_____

Exhibit 1a Maximum Service Rates – SFD Services Effective July 1, 2024					
A. CURBSIDE COLLECTION SERVICE					
	Garbage Cart Sizes (gallons)	20	32	64	96
1	MONTHLY CURBSIDE RATE	\$47.58	\$51.26	\$102.49	\$153.76
2	Additional Curbside Garbage Cart – (added to Line A2)	\$47.58	\$51.26	\$102.49	\$153.76
B. ON-PREMISE COLLECTION SERVICE					
1	MONTHLY ON-PREMISE RATE (5 – 100 ft)	\$65.36	\$69.00	\$120.25	\$171.51
2	Additional On-Premise Garbage Cart – (added to Line B2)	\$65.36	\$69.00	\$120.25	\$171.51
3	Additional Walk-in Distance – Each 100 feet (add to line B1 or B2)	\$18.20	\$18.20	\$18.20	\$18.20
C. ADDITIONAL BULKY WASTE COLLECTION					
1	Additional On-Call Bulky Waste Collection (Individual Large Items)	\$29.59	Each additional large item (over 3 Large Items per Bulky Waste Collection)		
3	Additional On-Call Bulky Waste Collection (Loose)	\$43.00	Per cubic yard/occurrence (over 2 Bulky Waste Collections per Agreement Year)		
2	Collection of Large Items Containing Freon	\$86.01	Each item/each occurrence		
D. ADDITIONAL CART EXCHANGE OR REPLACEMENT					
1	Additional Garbage Cart Exchange	\$45.57	Each occurrence		
E. ON- CALL HHW COLLECTION					
1	On-Call HHW Collection	\$45.57	Each occurrence		
F. DISPOSAL COST PER TON COST					
	Disposal Facility Charge Per Ton	City Contract Rate	Newby Island Sanitary Landfill		

Exhibit 1b Maximum Service Rates – Commercial and MFD Services Effective July 1, 2024						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
32 Gallon	\$51.25	\$102.48	\$153.75	\$204.97	\$256.23	\$307.45
64 Gallon	\$102.48	\$205.00	\$307.48	\$410.03	\$512.50	\$615.01
96 Gallon	\$153.76	\$307.47	\$461.23	\$614.98	\$768.74	\$922.43
1 CY BIN	\$201.08	\$402.20	\$603.26	\$804.36	\$1,005.45	\$1,206.51
2 CY BIN	\$402.20	\$804.36	\$1,206.52	\$1,608.70	\$2,010.89	\$2,413.06
3 CY BIN	\$603.25	\$1,206.51	\$1,809.81	\$2,413.08	\$3,016.34	\$3,619.59
4 CY BIN	\$804.36	\$1,608.70	\$2,413.08	\$3,217.39	\$4,021.79	\$4,826.17
6 CY BIN	\$1,206.51	\$2,413.08	\$3,619.59	\$4,826.13	\$6,032.66	\$7,239.19
Bin Push Rates (rate multiplied by collection frequency)		0 - 25 feet	\$37.86	per month for each 25 feet		
		No Charge		increment over the first 25 feet		
Disposal Charge Per Ton		City Contract Rate		Newby Island Sanitary Landfill		
Organic Waste Processing Charge Per Ton		City Contract Rate		Zanker Road Processing Facility		
Organic Waste Processing Charge Per Ton		MTWS Contract Rate		Newby Island Processing Facility, (must be approved by CITY)		
Mixed C&D, Inerts, Green Waste, Wood Waste Processing Charge Per Ton		City Contract Rate		Newby Island Processing Facility		
On-Call Bulky Waste Collection (Loose)			\$45.57	Per cubic yard/occurrence		
On-Call Bulky Waste Collection (Individual Large Items)			\$29.59	Each item/each occurrence		
On-Call Bulky Waste – Large Items Containing Freon			\$91.14	Each item/each occurrence		
Charge for Opening Locked Gate			\$45.57	Per month		
Charge for CONTRACTOR supplied lock			\$45.57	Each lock		
Charge for installing lock bar			\$318.99	Each locking bar		
Charge for special bin delivery			\$136.73	Each special bin		
Charge for extra bin service same day			\$136.73	Each occurrence		
Extra Bin Cleaning			\$136.72	Each occurrence		
Additional Garbage Bin Exchange			\$45.57	Each occurrence		
Additional Bin Garbage Replacement			\$136.73	Each occurrence		
Charge for collecting manure			95% of Garbage rate			
Charge for extra day bin service on regular collection day			1/3 of Monthly Rate			
Charge for extra bin service not on regular collection day			1/2 of Monthly Rate			

Exhibit 1c Maximum Service Rates – SFD, MFD and Commercial Debris Box Services Effective July 1, 2024					
10 CY Debris Box	\$978.57	Per Pull	10 CY Compactor	\$1,111.40	Per Pull
15 CY Debris Box	\$978.57	Per pull	15 CY Compactor	\$1,111.40	Per Pull
20 CY Debris Box	\$1,111.40	Per pull	20 CY Compactor	\$1,120.37	Per Pull
30 CY Debris Box	\$1,120.37	Per pull	30 CY Compactor	\$1,120.37	Per Pull
40 CY Debris Box	\$1,120.37	Per pull	40 CY Compactor	\$1,120.37	Per Pull
Disposal Charge Per Ton		City Contract Rate	Newby Island Sanitary Landfill		
Organic Waste Processing Charge Per Ton					
Organic Waste Processing Charge Per Ton		MTWS Contract Rate	Newby Island Processing Facility, (must be approved by CITY)		
Mixed C&D, Inerts, Green Waste, Wood Waste Processing Charge Per Ton		City Contract Rate	Newby Island Processing Facility		
Green Halo Projects		Gate Rate	Zanker Road Processing Facility		
Demurrage Per Charge (not dumped every 7 days)			\$218.78	Per week	
Per hour Stand-by Charge (box not ready to be pulled)			\$182.30	Per hour	
Saturday Service			\$273.43	Per pull	
Charge for Opening Locked Gate			\$45.59	Per month	
Notes:					
All 10, 20, 30, 40 CY debris boxes and compactors are pull rates only; disposal or processing will be based on actual disposal processing and the Franchise Fee will be 15% of the gross receipts per box (including collection, processing or disposal). The total customer rate will be the total cost for the collection, processing or disposal and the franchise fee.					

Exhibit 1d
Maximum Service Rates – City Services
 Effective July 1, 2024`

Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
32 Gallon	\$43.55	\$87.12	\$130.66	\$174.20	\$217.79	\$261.32
64 Gallon	\$87.14	\$174.25	\$261.39	\$348.51	\$435.62	\$522.75
96 Gallon	\$130.69	\$261.36	\$392.08	\$522.73	\$653.42	\$784.09
1 CY BIN	\$170.93	\$341.86	\$512.79	\$683.70	\$854.60	\$1,025.53
2 CY BIN	\$341.86	\$683.70	\$1,025.53	\$1,367.39	\$1,709.26	\$2,051.11
3 CY BIN	\$512.79	\$1,025.53	\$1,538.35	\$2,051.11	\$2,563.88	\$3,076.65
4 CY BIN	\$683.70	\$1,367.39	\$2,051.11	\$2,734.82	\$3,418.53	\$4,102.18
6 CY BIN	\$1,025.53	\$2,051.11	\$3,076.65	\$4,102.18	\$5,127.77	\$6,153.33

10 CY Debris Box	\$766.77	Per Pull	10 CY Compactor	\$870.82	Per Pull
15 CY Debris Box	\$766.77	Per pull	15 CY Compactor	\$870.82	Per Pull
20 CY Debris Box	\$870.82	Per pull	20 CY Compactor	\$877.87	Per Pull
30 CY Debris Box	\$877.87	Per pull	30 CY Compactor	\$877.87	Per Pull
40 CY Debris Box	\$877.87	Per pull	40 CY Compactor	\$877.87	Per Pull

Public Containers Collection (as included in Exhibit 2)	\$9,564.31	per month	7 days/week
	\$114,771.60	per 12 months	
Green Waste Drop-off	\$50.41	per ton	MTWS transfer facility in Santa Clara
Disposal Charge Per Ton	City Contract Rate		Newby Island Sanitary Landfill
Organic Waste Processing Charge Per Ton	City Contract Rate		Zanker Road Processing Facility
Organic Waste Processing Charge Per Ton	MTWS Contract Rate		Newby Island Processing Facility, (must be approved by CITY)
Mixed C&D, Inerts, Green Waste, Wood Waste Processing Charge Per Ton	City Contract Rate		Newby Island Processing Facility

Notes:

All 10, 20, 30, 40 CY debris boxes and compactors are pull rates only; disposal or processing will be based on actual disposal processing and the Franchise Fee will be 15% of the gross receipts per box (including collection, processing or disposal). The total customer rate will be the total cost for the collection, processing or disposal and the franchise fee.

Exhibit 1e Maximum Service Rates – Emergency Service Rates - Employees Effective July 1, 2024	
Labor Position	Hourly Rate
As needed	\$136.73

Exhibit 1f Maximum Service Rates – Emergency Service Rates - Equipment Effective July 1, 2024		
Labor Position or Equipment Type	Make & Model	Hourly Rate
Truck and One person	As needed	\$318.99

RESOLUTION NO. 2024-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING THE INCREASE OF SOLID WASTE COLLECTION RATES
BY 5.79%, EFFECTIVE JULY 1, 2024**

WHEREAS, the City of Los Altos Municipal Code Section 6.12.020 (Charge for solid waste collection service) states that “Any and all charges for solid waste collection service shall be set forth in the franchise agreement, contract or the collection service agreement between the City and its franchised hauler.”; and

WHEREAS, for the fifth year of the extended franchise term, the franchise agreement between the City of Los Altos and Mission Trail Waste Systems provides for a Service Rate Adjustment by CPI (calculated per Section 4.02.2.2 in the Agreement); and

WHEREAS, the franchise agreement between the City of Los Altos and Mission Trail Waste Systems provides for a Change in Disposal Rate Adjustment for the rate adjustment effective July 1, 2024; and

WHEREAS, the franchise agreement requires the City Council to effectuate rate increases by resolution; and

WHEREAS, the City Council’s action in setting solid waste disposal fees is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15273(a).

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby authorizes the increase of solid waste collection rates by 5.79% effective July 1, 2024.

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 14th day of May, 2024 by the following vote:

ATTACHMENT 2

AYES:
NOES:
ABSENT:
ABSTAIN:

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK



City Council Agenda Report

Meeting Date: May 14, 2024

Initiated By: Staff

Prepared By: Harun Musaeftendic, Assistant Civil Engineer

Approved By: Aida Fairman, Public Works Director

Subject: Public Works Department’s new Microtrenching A.C. Restoration Standard Detail SU-19A.

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Adopt the Public Works Department’s Microtrenching asphalt concrete (A.C.) Restoration Standard Detail SU-19A to comply with California Senate Bill 378.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

This is exempt per California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 - Existing Facilities.

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

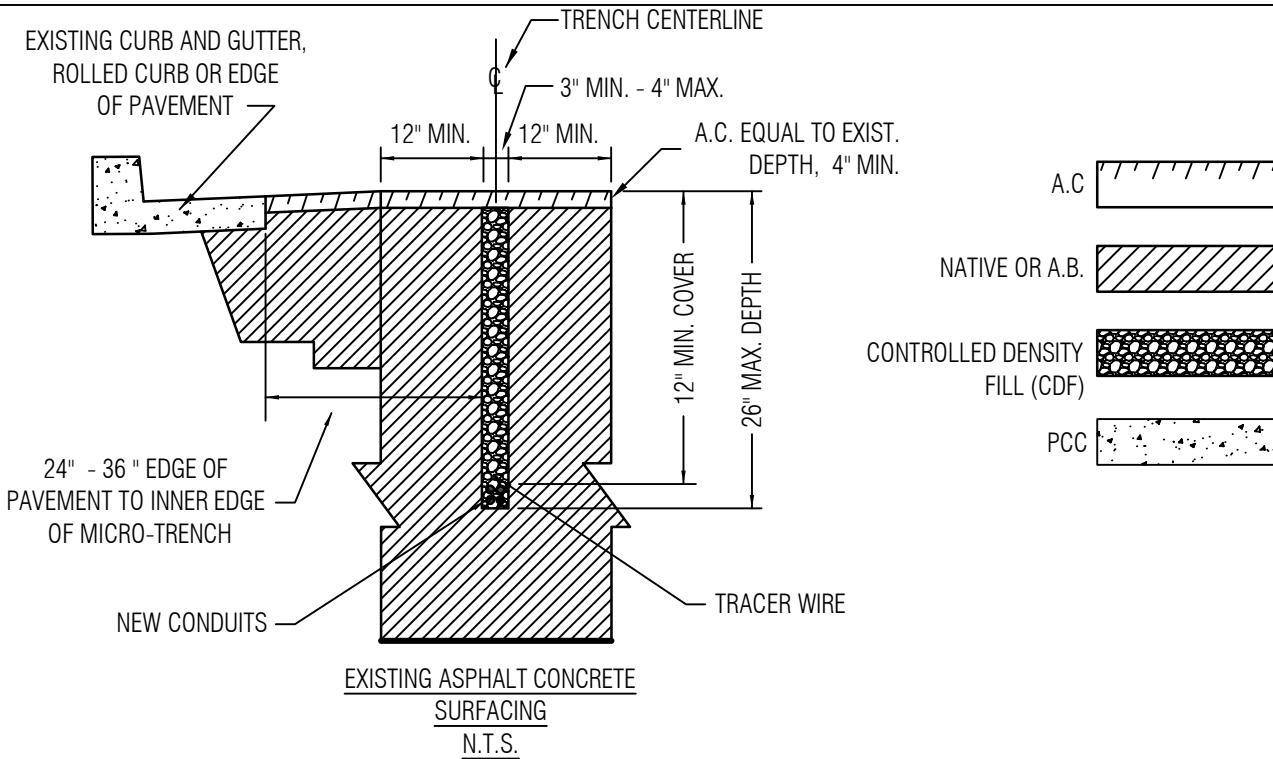
- In an effort to improve high-speed internet and provide connectivity to more Californians, the State implemented Senate Bill 378 (SB 378) on October 8, 2021. The intent of SB 378 is to accelerate the installation of fiber by utilizing “microtrench” method. SB 378 defines microtrench as a narrow opening excavation trench that is less than or equal to 4 inch in width and not less than 12 inch in depth and not more than 26 inches in depth that is created for the purpose of the installing subsurface pipe or conduits. SB 378 allows local agency

with jurisdiction to approve excavation to limit utilization of microtrench for fiber and fiber ancillary equipment installation only. Local agency may limit microtrench method if it determine, in writing, that allowing microtrench for fiber installation will have a specific, adverse impact on the public health and safety. SB 378 also states it does not supersede, nullify, or otherwise alter the requirement to comply with safety standard or Public Utilities Commission General Order No. 128, or successor standard.

- The Public Works Department is responsible for the review and approval of excavation permits, including installation of utilities within the public right-of-way. State’s adoption of SB 378 allows Staff to streamline the approval process to a very specific utility installation. Adopting Microtrenching A.C. Restoration Standard Detail SU-19A does not negate any safety requirements when issuing an excavation permit. The adoption of this standard does codify a method of installing fiber within the City’s limit that will minimize impact to the general public.

ATTACHMENTS

1. Microtrenching A.C. Restoration Standard Detail SU-19A
2. Resolution SU-19A Microtrenching Standard Detail



NOTE:

1. CONTROLLED DENSITY FILL (CDF) SHALL BE USED FOR BACKFILL, SEE CURRENT CITY STANDARD SPECIFICATIONS.
2. MICROTRENCHING SHALL ONLY BE USED TO INSTALL BROADBAND INFRASTRUCTURE AS NOTED IN SENATE BILL 378.
3. MICROTRENCHING SHALL NOT BE ALLOWED IN SIDEWALKS, GUTTERS AND DRIVEWAYS.
4. MICROTRENCHING SHALL NOT BE ALLOWED IN SIGNALIZED INTERSECTIONS UNLESS APPROVED BY THE CITY ENGINEER OR PUBLIC WORKS DIRECTOR.
5. THE MICROTRENCH RESTORATION SHALL BE CONSTRUCTED UTILIZING SAW CUTTING WITH CONTINUOUS UNIFORM, STRAIGHT AND NEAT EDGES.
6. MICROTRENCH ALIGNMENTS SHALL CONSIST OF RUNS PARALLEL TO THE CENTERLINE OF THE STREET, AND STREET CROSSINGS SHALL BE ALLOWED WITH ALIGNMENT PERPENDICULAR TO THE CENTERLINE OF THE STREET.
7. THE CONTRACTOR SHALL IDENTIFY ALL EXISTING UTILITIES, INCLUDING SERVICE CONNECTIONS IN THE FIELD. THE CONTRACTOR SHALL CALL 811 PRIOR TO MICROTRENCHING AND POTHOLE ALL CROSSING UTILITIES AND PARALLEL UTILITIES WITHIN 24" OF THE PROPOSED ALIGNMENTS.
8. THE EDGE OF THE MICROTRENCH SHALL BE A MINIMUM OF 24" FROM THE EXISTING EDGE OF PAVEMENT FOR THE STREETS THAT DO NOT HAVE CURB AND GUTTER. IF THE EDGE OF THE MICROTRENCH IS LESS THAN 36" FROM THE EDGE OF EXISTING PAVEMENT EXTEND RESTORATION FROM 12" TO THE EDGE OF PAVEMENT.
9. UP TO (2) VERTICALLY STACKED CONDUITS CAN BE PLACED WITHIN A MICROTRENCH.
10. TRACER WIRE SHALL BE INSTALLED ALONG ENTIRE LENGTH OF CONDUIT RUN.
11. ALL MICROTRENCHES SHALL BE COMPLETELY BACKFILLED WITH CDF TO FINISH GRADE AND PLATED BY THE END OF THE WORK DAY.
12. AS SOON AS CDF HAS CURED AND NOT EXCEEDING 30 CALENDAR DAYS, ASPHALT CONCRETE SHALL BE GROUND AND OVERLAID AS SHOWN IN THE DETAIL.
13. IF THE EDGE OF THE MICROTRENCH IS MORE THAN 36" FROM THE LIP OF GUTTER OR EDGE OF PAVEMENT, THE EXISTING A.C. AND CDF SHALL BE GROUND DOWN VERTICALLY 4" MINIMUM OR EQUAL TO EXISTING DEPTH AND HORIZONTALLY 12 INCHES MIN. FROM THE OUTER EDGE OF THE MICROTRENCH, AND RESURFACED WITH HOT MIX ASPHALT AS SPECIFIED, SEE CURRENT CITY GUIDANCE TECHNICAL SPECIFICATIONS. HOT MIX ASPHALT SHALL BE PLACED THE SAME DAY AS EDGE PAVEMENT GRINDING.
14. CONTRACTOR SHALL USE TANDEM VIBRATORY ROLLERS, OR SIMILAR EQUIPMENT, TO ENSURE PROPER COMPACTION. THE USE OF A PLATE COMPACTOR IS NOT ALLOWED.
15. CONNECTION TO SERVICE LATERALS, JUNCTION BOXES, AND APPURTENANCES SHALL BE DONE SUCH THAT CURB AND GUTTER IS NOT DISTURBED. REMOVAL AND REPLACEMENT OF SIDEWALK SHALL FOLLOW CITY STANDARDS.



REVISION	
Description	Date

ENGINEERING DIVISION	
MICROTRENCHING A.C. RESTORATION	SU-19A

RESOLUTION NO. 2024-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ADOPTING THE USE OF PUBLIC WORKS DEPARTMENT’S NEW
MICROTRENCHING A.C. RESTORATION STANDARD DETAIL SU-19A**

WHEREAS, on October 8, 2024, California Senate Bill 378 (Local Government: broadband infrastructure development project permit processing: microtrenching permit processing ordinance) was approved by the State; and

WHEREAS, the Senate Bill 378 requires local agencies to allow microtrenching for the installation of underground fiber if the installation in the microtrench is limited to fiber; and

WHEREAS, the Senate Bill 378 also requires, to the extent necessary, local agencies with jurisdiction to approve excavations to adopt or amend existing policies, ordinances, codes, or construction rules to allow for microtrenching.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby authorizes the use of Public Works Department’s Microtrenching A.C. Restoration Standard Detail SU-19A; and

BE IT FURTHER RESOLVED that the Director of Public Works, or their designee, is hereby authorized and empowered to approve requests for microtrenching for the purpose of installing broadband infrastructure as described in Senate Bill 378.

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 14th day of May, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK



City Council Agenda Report

Meeting Date: May 14, 2024

Initiated By: Staff

Prepared By: Harun Musaefendic, Assistant Civil Engineer

Approved By: Aida Fairman, Public Works Director

Subject: Consider authorizing the City Manager to execute the Agreements for Countywide Household Hazardous Waste Collection Program and Countywide AB 939 Implementation Fee to provide for funding from the City of Los Altos in the amount of \$96,037 for the Countywide Hazardous Waste Disposal Program for FY 2025/26, and consider finding the Council’s action exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15273

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Authorize the City Manager to execute the Agreements for Countywide Household Hazardous Waste Collection Program and Countywide AB 939 Implementation Fee with the County of Santa Clara on behalf of the City

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

The amount of \$96,037 for funding augmentation of the HHW Program is included as an expense in the proposed FY 2024/25 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 2024/25 will be based on actual resident participation.)

- Breakdown of funds to be used for funding augmentation for the HHW Program per the Agreement:
 - \$96,037 Solid Waste Fund
- Amount already included in approved budget: N

ENVIRONMENTAL REVIEW

Approval of 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.

PREVIOUS COUNCIL CONSIDERATION

Annually since FY 2015

DISCUSSION/ANALYSIS

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. These agreements expire 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, and at a well-publicized annual event in the City. Hazardous wastes that are not allowed to be placed in household garbage containers include, but are not limited to, cleaning products, mercury thermostats, pesticides, flammable liquids, corrosives, solvents, car batteries, used motor oil, antifreeze, paint, fluorescent lights, electronic waste and other items.

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 13, 2024.

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 County HHW Program. Funding augmentation for the HHW Program for FY 2024/25 is needed in the amount of \$96,037 based on anticipated participation from City residents. It is important to

note when reviewing the attached amendment that the County uses the term “FY2025” to describe the fiscal year from July 1, 2024, to June 30, 2025.

ATTACHMENTS

- 1. Agreement for Countywide Household Hazardous Waste Collection Program (FY 2025-27)
- 2. Agreement for Countywide AB 939 Implementation Fee (FY 2025-27)
- 3. Resolution 2024-_____

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

This Agreement for Countywide Household Hazardous Waste Collection Program (“AGREEMENT”) is made by and between the _____ (“CITY”) and the County of Santa Clara (“COUNTY”) on the _____ day of _____ 2024.

RECITALS

WHEREAS, the Board of Supervisors of the County of Santa Clara (“Board of Supervisors”) has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the unincorporated areas of the Santa Clara County and cities and towns within Santa Clara County 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 and/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 2025 through FY 2027 (July 1, 2024 – June 30, 2027); 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 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 2025 through FY 2027 (July 1, 2024 – June 30, 2027) on all wastes landfilled or incinerated within Santa Clara County, received at any non-disposal or collection facility located within Santa Clara County and subsequently transported for disposal or incineration outside of Santa Clara 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 Santa Clara County, or removed from any location in Santa Clara 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 this AGREEMENT 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 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 José 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 Section 41904 of California Public Resources Code.

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 \$5.07 per household for Fiscal Years 2025, 2026, and 2027. 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 \$0.05 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 Section 41904 of California Public Resources Code 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 \$8.09 per car for Fiscal Years 2025, 2026, and 2027.

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 \$66.02 per participating resident car for Fiscal Years 2025, 2026 and 2027. 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 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 Santa Clara County and to Santa Clara 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;
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program; and
- Providing the CoHHW Program a report summarizing all outreach activities conducted by the CITY during the fiscal year. The report is due 30 days after the end of the reporting period.

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.

When COUNTY conducts a Temporary HHW Event in CITY’s jurisdiction, CITY agrees to provide solid waste and recycling services at such event at no cost to the CoHHW Program to ensure the proper management of non-hazardous waste generated at the event. Any additional expenses for such event incurred beyond the agreed-upon budget shall be subject to negotiation and mutual agreement between the COUNTY and the CITY.

To increase the Community’s awareness of and participation in any Temporary HHW Event in CITY’s jurisdiction, the CITY agrees to promote, at the CITY’s sole expense, each such event to the residents at least thirty (30) days in advance before the scheduled date. The promotion may include, but is not limited to, bill inserts, door hangers, flyers, in-person outreach events, newsletters, press releases, public service announcements, social media, television public access stations, websites, etc.

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. RECYCLING AND DISPOSAL PROGRAM FOR VERY SMALL QUANTITY GENERATORS

COUNTY will provide services to accept hazardous waste from Very Small Quantity Generators (VSQG) in accordance with Section 25218.3 of California Health and Safety Code, as amended from time to time. VSQG is defined in Section 25218.1(q) of California Health and Safety Code.

Eligible VSQGs include, but not limited to, small businesses, governmental entities, non-profit organizations, schools, special districts, etc. within the County so long as they meet the criteria as defined in Section 25218.1(q) of California Health and Safety Code. Eligible VSQGs will be allowed to bring their hazardous waste to CoHHWCF. These services to VSQGs 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 VSQG.

The CITY may choose to pay for services for VSQG's within the CITY 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 VSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for VSQG costs.

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 rates for VSQGs.

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 available fund to pay for the disposal of the abandoned HHW from Nonprofit Charitable Reusers is exhausted, 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 rates for VSQGs. 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 "Household Hazardous Waste" pursuant to Section 25218.1(d) of California Health and Safety Code, 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, electronic waste (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, biohazardous waste, 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 VSQGs 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 \$96,037.00 to the Countywide HHW Program during Fiscal Year 2025 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 make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30th of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

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.

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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, except for COUNTY-recognized holidays 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 participating jurisdictions in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2025 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.

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 California Department of Toxic Substances Control and will handle wastes in accordance with applicable state laws and regulations. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis, and all payments shall be due COUNTY within 30 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.

23. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit E 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 participating jurisdictions 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 VSQGs 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 VSQG 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 VSQGs 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, 2024 to June 30, 2027, or until all revenue from the last quarter’s AB939 fee payments have expended and/or distributed, whichever is later.

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 _____	City Representative _____
	Representative's Title _____
	City Address _____

County of Santa Clara

Director
 Consumer and Environmental Protection Agency
 1553 Berger Drive
 San José, California 95112

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.

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

Date: _____

COUNTY OF SANTA CLARA

JAMES R. WILLIAMS
County Executive

Date: _____

“CITY”

CITY/TOWN OF _____
Title _____
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

WILLIE NGUYEN
Deputy County Counsel

Attachments:

- A Projected Fiscal Years 2025, 2026, and 2027 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2025, 2026, and 2027
- C HHW Schedule of Collection Events for Fiscal Year 2025
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit-E Insurance Requirements for Environmental Services Contracts

ATTACHMENT A: PROJECTED FISCAL YEARS 2025-2027 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee per Ton \$2.60	Fixed Cost per HH \$5.07	SJ Facility Surcharge \$8.09	Variable Cost per Car \$66.02	Abandoned Waste Disposal Cost per HH \$0.05	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	18,451	738	37,162	\$ 96,620	\$ 93,494	\$ 5,971	\$ 48,725	\$ 923	\$ (52,493)	\$ 80,093	1,196	1,096
Cupertino	21,787	871	29,930	\$ 77,819	\$ 110,398	\$ 7,050	\$ 57,536	\$ 1,089	\$ (98,254)	\$ 133,081	1,399	936
Gilroy	18,784	751	60,599	\$ 157,558	\$ 95,181	\$ 6,079	\$ 49,605	\$ 939	\$ 5,754	\$ 27,110	1,162	154
Los Altos	11,871	475	16,597	\$ 43,153	\$ 60,152	\$ 3,842	\$ 31,349	\$ 594	\$ (52,784)	\$ 96,037	1,130	784
Los Altos Hills	3,151	126	5,589	\$ 14,531	\$ 15,967	\$ 1,020	\$ 8,321	\$ 158	\$ (10,934)	\$ 22,221	297	174
Los Gatos	14,006	560	23,770	\$ 61,802	\$ 70,970	\$ 4,532	\$ 36,987	\$ 700	\$ (51,388)	\$ 94,219	1,209	1,199
Milpitas	25,769	1,031	59,694	\$ 155,204	\$ 130,575	\$ 8,339	\$ 68,051	\$ 1,288	\$ (53,049)	\$ 79,341	1,429	969
Monte Sereno	1,353	54	735	\$ 1,911	\$ 6,856	\$ 438	\$ 3,573	\$ 68	\$ (9,024)	\$ 17,334	180	185
Morgan Hill	16,178	647	44,235	\$ 115,011	\$ 81,976	\$ 5,235	\$ 42,723	\$ 809	\$ (15,732)	\$ 75,407	1,551	392
Mountain View	39,194	1,568	51,011	\$ 132,629	\$ 198,602	\$ 12,684	\$ 103,504	\$ 1,960	\$ (184,120)	\$ 169,083	1,340	772
Palo Alto	29,285	1,171	45,188	\$ 117,489				\$ 1,464	\$ 116,025			
San Jose	345,798	13,832	827,019	\$ 2,150,250	\$ 1,752,210	\$ 111,904	\$ 913,183	\$ 17,290	\$ (644,337)	\$ 1,185,168	22,039	20,539
Santa Clara	53,370	2,135	113,691	\$ 295,597	\$ 270,434	\$ 17,271	\$ 140,939	\$ 2,069	\$ (135,715)	\$ 237,003	3,669	2,010
Saratoga	11,353	454	17,897	\$ 46,533	\$ 57,527	\$ 3,674	\$ 29,981	\$ 568	\$ (45,217)	\$ 76,767	932	800
Sunnyvale	63,111	2,524	99,239	\$ 258,021	\$ 319,793	\$ 20,423	\$ 166,664	\$ 3,156	\$ (252,014)	\$ 262,351	2,681	1,533
Unincorporated	18,558	742	45,693	\$ 118,802	\$ 94,036	\$ 6,006	\$ 49,008	\$ 928	\$ (31,176)	\$ 80,009	1,482	845
Total	662,019	27,681	1,478,050	\$ 3,842,931	\$ 3,358,172	\$ 214,467	\$ 1,750,148	\$ 34,601	\$ (1,514,457)	\$ 2,636,224	41,666	32,348

Notes: No of HH and Disposal tonnage are based on FY2022-2023 actuals. Anticipated participation and anticipated participation at SJ facility are based on 10% increase from FY2022-2023 actual participation.

ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS FOR FISCAL YEARS 2025, 2026, AND 2027

FIXED COST		
Staff Salary and Benefits		\$ 1,926,605.10
County Admin Overhead		\$667,328
County Counsel		\$17,745
Phones and Communications		\$13,787
Facilities Lease Costs	San Jose	\$215,880
Vehicle Costs		\$44,363
Office Supplies and postage		\$4,430
Maintenance, Software		\$150,150
HHW Hotline		\$150,000
Garbage & Utilities		\$47,434
Membership & Dues		\$20,475
Training & Conference		\$6,825
Safety Wear		\$28,392
Printing		\$11,632
Other Services & Supplies		\$53,127
ESTIMATED ANNUAL TOTAL		\$ 3,358,171.77

ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027*

2024/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Wed	3	San Jose	Permanent	
	Thursday	4	No Event	No Event	4th OF JULY
	Fri,Sat	5,6	San Jose	Permanent	
	Fri,Sat	5,6	San Martin	Permanent	
	Thurs,Fri	11,12	San Jose	Permanent	
	Saturday	13	Sunnyvale	Temporary	Confirmed
	Thurs,Fri,Sat	18,19,20	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	San Jose	Permanent	
August	Thurs,Fri,Sat	1,2,3	San Martin	Permanent	
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Fri,Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri	22,23	San Jose	Permanent	
	Saturday	24	Mountain View	Temporary	Confirmed
	Thurs,Fri	29,30	San Jose	Permanent	
	Saturday	31	No Event	No Event	LABOR DAY WEEKEND
September	Thurs,Fri,Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Thurs,Fri	19,20	San Jose	Permanent	
	Saturday	21	Santa Clara	Temporary	Confirmed
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
October	Thurs,Fri,Sat	3,4,5	San Martin	Permanent	
	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri,Sat	10,11	San Jose	Permanent	
	Saturday	12	Sunnyvale	Temporary	Confirmed
	Thurs,Fri,Sat	17,18,19	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
	Thurs	31	San Jose	Permanent	
November	Fri, Sat	1,2	San Jose	Permanent	
	Thurs,Fri, Sat	7,8,9	San Martin	Permanent	
	Thurs	7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Thurs,Fri,Sat	21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	No Event	No Event	THANKSGIVING
December	Fri, Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Thurs,Fri,Sat	19,20,21	San Jose	Permanent	
	Wed,Thurs	25,26	No Event	No Event	CHRISTMAS
	Fri,Sat	27,28	San Jose	Permanent	

ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027* (Continued)

2025/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
January	Wed	1	No Event	No Event	NEW YEAR'S
	Thurs,Fri, Sat	2,3,4	San Martin	Permanent	
	Thurs,Fri,Sat	2,3,4	San Jose	Permanent	
	Thurs,Fri	9,10	San Jose	Permanent	
	Saturday	11	Sunnyvale	Temporary	TBD
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Thurs,Fri	23,24	San Jose	Permanent	
	Saturday	25	Santa Clara	Temporary	TBD
	Thurs,Fri	30,31	San Jose	Permanent	
February	Sat	1	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Thurs,Fri	27,28	San Jose	Permanent	
March	Sat	1	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
April	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri, Sat	3,4,5	San Martin	Permanent	
	Thurs,Fri	10,11	San Jose	Permanent	
	Saturday	12	Los Altos	Temporary	TBD
	Thurs,Fri	17,18	San Jose	Permanent	
	Saturday	19	Sunnyvale	Temporary	TBD
	Thurs,Fri	24,25	San Jose	Permanent	
	Saturday	26	Santa Clara	Temporary	TBD
May	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	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri	22,23	San Jose	Permanent	
	Saturday	24	No Event	No Event	MEMORIAL DAY WEEKEND
	Thurs,Fri,Sat	29,30,31	San Jose	Permanent	
June	Thurs,Fri, Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri	12,13	San Jose	Permanent	
	Saturday	14	Milpitas	Temporary	TBD
	Thurs, Fri,Sat	19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	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 California 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

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, CA 95046
San Jose, 1608 Las Plumas, San Jose, CA 95133

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’s responsibility to pursue reimbursement from State or Federal agencies.

California Governor’s Office of Emergency Services (Cal OES)

Cal OES is responsible for requesting assistance if a state disaster area is declared, and the local jurisdiction deems that the needs of the disaster response are beyond the capability 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 exceeds its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from Cal OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. DTSC 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 Cal OES. Funding and assistance may be available from Federal agencies such as FEMA and the USEPA.

Damage estimates: The city should provide to the Cal 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 Cal 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 USEPA.

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
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 VSQG services in consultation with the City and other operations.

Cal OES Public Safety Communications Main Office

601 Sequoia Pacific Boulevard
Sacramento, CA 95811
(916) 894-5209

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 E

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 third party claim, liability, loss, injury or damage to the extent arising out of, or in connection with, performance of this AGREEMENT by Contractor and/or its agents or employees, 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.

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 E (Continued)

C. Notice of Cancellation

Should any of the requested policies be cancelled before the expiration date, notice will be provided in accordance with policy provisions.

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, (Commercial General Liability Additional Insured provided pursuant to Additional Insured Endorsement #1), 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 provided pursuant to Additional Insured Endorsement Form #1.”

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

Exhibit E (Continued)

under this policy. Public Entities may also be added to the Additional Insured Endorsement Form #1 as applicable by way of insurance addendum, 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.

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 claim/aggregate.
- b. If coverage contains a deductible or self-retention, it shall be reviewed and approved by the County's Insurance Manager prior to contract execution.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this AGREEMENT.

Exhibit E (Continued)

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. If coverage terminated Run-Off (Tail) coverage will be purchased for three (3) years following termination.

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.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

Exhibit E (Continued)

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 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 José, Santa Clara, Saratoga, and Sunnyvale (CITIES) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2024. 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 Board of Supervisors of the County of Santa Clara (“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 2025, 2026, and 2027 (July 1, 2024 through June 30, 2027) 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

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 2025, 2026 and 2027. 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.

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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, 2024, and continue quarterly through October 15, 2027.

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.

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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, 2024 to June 30, 2027, 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, 2024. Said landfills and non-disposal facilities will be billed for the Fee through June 30, 2027.

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
Program: Integrated Waste Management Services
Address: 1553 Berger Drive, Building 1
San José, CA 95112

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17. CONTROLLING LAW

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

18. 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 designees.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

20. 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.

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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

JAMES R. WILLIAMS
County Executive

Date: _____

CITY”

CITY/TOWN OF _____
Title _____
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

Willie Nguyen
Deputy County Counsel

EXHIBIT A

LANDFILLS LOCATED IN SANTA CLARA COUNTY

Guadalupe Rubbish Disposal Site
Kirby Canyon Sanitary Landfill
Newby Island Sanitary Landfill
Pacheco Pass Sanitary Landfill
Palo Alto Refuse Disposal Area
Zanker Materials Processing Facility
Zanker Road Landfill

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

Butterick Enterprises Recyclery
California Waste Solutions Recycling & Transfer Station
City of Palo Alto Green Composting Facility
ComCare Farms Composting Facility
Environmental Management Systems Facility
Green Waste Recovery Facility
Mission Trail Waste Systems, Inc.
Newby Island Compost Facility
Pacheco Pass Landfill Composting Facility
Pacific Coast Recycling, Inc.
Premier Recycling Facility
The Recyclery at Newby Island
San Martin Transfer Station
Sunnyvale Materials Recovery and Transfer Station (SMaRT Station)
Z-Best Composting Facility
Zanker Materials Processing 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 José 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 José.
- 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 José 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 \$5.07 per household in Fiscal Years 2025, 2026, and 2027. 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 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. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.09 per car for Fiscal Years 2025, 2026, and 2027. The total San José 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 José.

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 \$66.02 per car for Fiscal Years 2025, 2026, and 2027. The estimated cost per car will be adjusted annually to reflect actual service costs. After fixed 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, 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 José 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.

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS
FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION
PROGRAM AND COUNTYWIDE AB 939 IMPLEMENTATION FEE WITH THE
COUNTY OF SANTA CLARA**

WHEREAS, 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. These agreements expire on June 30, 2024; and

WHEREAS, 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, and at a well-publicized annual event in the City; 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, 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. Authorize the City Manager to execute the Agreements for Countywide Household Hazardous Waste Collection Program and Countywide AB 939 Implementation Fee with the County of Santa Clara on behalf of the City.
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 2024/25 in the amount needed based on participation from City residents per the Agreement, which is estimated based on anticipated participation at \$96,037 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 14th day of May, 2024 by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK



City Council Agenda Report

Meeting Date: May 14, 2024

Initiated By: Staff

Prepared By: Art Williams, Assistant Civil Engineer

Approved By: Steven Son, CIP Manager

Subject:

Adopt Resolution Certifying compliance with State Housing Laws in order to receive \$7,298,096.00 in One Bay Area Grant Cycle 3 (OBAG 3) funding for the San Antonio Complete Streets Project.

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Adopt a resolution to certify compliance with the State housing laws that is required for receiving One Bay Area Grant Cycle 3 (OBAG 3) funding for the San Antonio Complete Streets Project.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

No fiscal impact by adopting this resolution.

ENVIRONMENTAL REVIEW

The proposed grant is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines since there would be no possibility of a significant effect on the environment.

DISCUSSION/ANALYSIS

The Metropolitan Transportation Commission (MTC) created the One Bay Area Grant Program (OBAG) in May 2012 to incorporate the regional discretionary transportation funding from the Federal Highway Administration (FHWA) with Plan Bay Area 2050 goals. MTC adopted the program’s third round of funding (OBAG 3) in January 2022 and included \$750 million in federal funding for projects to be funded from 2023 through 2026.

In 2022, staff submitted an OBAG 3 competitive grant funding application for \$7,298,096.00 for the design and construction of San Antonio Complete Streets Project from Foothill Expressway to El Camino Real. The project will reconstruct San Antonio, median landscaping will be reconstructed with new landscape planting, streetlights will be upgraded to meet current standards, existing street lights will be modified, and other complete street treatment will be installed. The OBAG 3 grant policies for project selection and programming consist of several requirements from the local jurisdiction project to comply with and to be eligible to receive the OBAG 3 funding. The resolution self-certifying compliance with various State housing laws related to surplus lands, accessory dwelling units, and density bonuses.

Upon adoption of this resolution, staff will submit a copy of this resolution to MTC as a part of the OBAG 3 funding requirement. The remaining outstanding OBAG 3 grant compliance item that staff will be working on in the near future will be the State’s Local Streets and Roads survey. Currently, it is anticipated that MTC will have this survey out no later than October of 2024. Once the State’s Local Streets and Road survey has been submitted, staff hopes to receive a notice to proceed for design by January 2025. At this time, staff anticipate construction of San Antonio Complete Streets from Foothill Expressway to El Camino Real to begin by May 2026.

ATTACHMENT

- 1. Resolution 2024-____

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TO COMPLY WITH THE STATE HOUSING LAWS**

WHEREAS, the San Francisco region has the highest housing costs in the United States; and

WHEREAS, the Bay Area produced less than 30% of the need for low- and moderate-income housing units from 2007-2014, and is on track to similarly underproduce low-income units during the 2015-2023 time period; and

WHEREAS, there are limited funding sources available to secure land for the construction of low- and moderate-income housing; and

WHEREAS, public lands can play a critical role in increasing the supply of land for affordable housing; and

WHEREAS, accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) provide an important option to increase the availability and affordability of housing, especially in existing, lower density neighborhoods; and

WHEREAS, density bonuses are an effective tool to increase the financial feasibility of housing and incentivize the creation of affordable housing; and

WHEREAS, the Metropolitan Transportation Commission adopted Resolution No. 4505, outlining the programming policy and project selection criteria for the One Bay Area Grant Program (OBAG 3), including certain requirements to access these funds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos, State of California, as follows:

That the City of Los Altos agrees to comply with the terms of Surplus Land Act (California Government Code § 54220 et seq.), as exists now or may be amended in the future, including, but not limited to, AB 1255 (Rivas, 2019), which requires jurisdictions to compile and report annually an inventory of surplus lands to the California Department of Housing and Community Development; and.

That the City of Los Altos agrees to comply with state laws related to ADUs and JADUs, as it exists now or may be amended in the future, including, but not limited to California Government Code §§ 65852.150, 65852.2, 65852.22, et seq. and California Health & Safety Code §§ 17980.12; and

That the City of Los Altos agrees to comply with state Density Bonus Law (California Government Code § 65915 et seq.), as exists now or may be amended in the future; and

That the City of Los Altos warrant and represents that is in compliance with the aforementioned state housing laws and there are no claims, actions, suits, or proceedings pending to the best of the City of Los Altos' knowledge, alleging violations of the state housing laws by the City of Los Altos.

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 14th day of May, 2024 by the following vote:

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

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK



City Council Agenda Report

Meeting Date: May 14, 2024

Prepared By: Manny A. Hernandez, Parks & Recreation
Director

Approved By: Gabriel Engeland, City Manager

Subject: Authorization for execution of Amendment 1 to the original agreement with West Coast Arborists for on-call tree maintenance services

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Authorize the City Manager to execute an amendment to the original agreement with West Coast Arborists, Inc. in the amount of \$58,000 for On-Call City-wide Tree Maintenance Services to fully fund annual tree maintenance services that includes the tree work that was done on the Hetch Hetchy trail.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

- Does City Council wish to fund contracted tree services to complete the needed city-wide work during fiscal year 2023/24 that includes the Hetch Hetchy trail tree removals as required under the terms of the agreement with the San Francisco Public Utilities Commission?

FISCAL IMPACT

The 2023/24 agreement with West Coast Arborists is for \$110,000 and was fully budgeted in the Parks & Recreation Department operating budget.

The amended amount of \$58,000 is budgeted for fiscal year 2023/24 in the Park-In Lieu fund specified for the Hetch Hetchy Trail Vegetation Management.

ENVIRONMENTAL REVIEW

This action does not qualify as a “Project” as defined in California Government Code Section 15378(b) of the Guidelines for California Environmental Quality Act (CEQA).

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

On an annual basis, the Parks & Recreation Department contracts an on-call tree maintenance and arborist company to maintain and remove trees that exceed the size of what our city crews can handle. The selected contractor has the expertise, skill and equipment to do this work, including arborist services. In the current fiscal year the City has contracted West Coast Arborists as the on-call tree maintenance provider.

The 2023/24 contracted tree maintenance and arborist services agreement with West Coast Arborists was executed in the amount of \$110,000. At the beginning of FY 2023/24, the Hetch Hetchy vegetation management plan was finalized between the City of Los Altos and the San Francisco Public Utilities Commission (SFPUC) to clear vegetation on the trail in the interest of allowing the SFPUC direct access to the water pipeline that runs under the trail. This vegetation management plan included the removal and pruning of very large trees that City staff would bring in the tree maintenance contractor to do.

West Coast Arborist quoted the City \$58,000 for the complete pruning and removal of the specified vegetation on the Hetch Hetchy trail. Staff authorized this work to meet the timeline specified in the agreement between the SFPUC and the City of Los Altos. The work was done by West Coat Arborists under the annual \$110,000 on-call agreement that was originally budgeted prior to knowing the amount needed for the work at Hetch Hetchy trail. The amendment requested will replace funding in the on-call agreement for the annual tree maintenance and removals that still need to be addressed this fiscal year.

ATTACHMENTS

None

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT ON
BEHALF OF THE CITY WITH WEST COAST ARBORISTS IN THE AMOUNT
OF \$58,000 FOR ON-CALL TREE MAINTENANCE SERVICES**

WHEREAS, the City utilizes contract services for on-call maintenance of large trees city-wide; and

WHEREAS, proper tree maintenance is important for the health and safety of the trees and the public; and

WHEREAS, the West Coast Arborists continues to provide good quality tree maintenance services; and

WHEREAS, additional on-call tree services in fiscal year 23/24 exceeded the expected amount of the current agreement but funding has already been authorized and budgeted in the Park-In-Lieu; and

WHEREAS, this is an amendment to the original agreement with West Coast Arborists that selected them as the on-call maintenance provider through a competitive bid process.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby authorizes the City Manager to execute an amendment, on behalf of the City, to the 2023/24 agreement with West Coast Arborists for on-call tree maintenance services adding \$58,000 to the current \$110,000 agreement.

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 ___ day of ___, 2024 by the following vote:

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

Johnathan Weinberg, MAYOR

Attest:

Melissa Thurman, CITY CLERK



City Council Agenda Report

Meeting Date: May 14th, 2024

Prepared By: Joe Ledoux

Approved By: Gabe Engeland

Subject:

Authorize the City Manager to Purchase Motorola Nextgen Police Radios and accept grant monies from the Los Altos Mountain View Community Foundation to fund this replacement.

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Authorize the City Manager the signatory authority to engage in a purchase agreement with Motorola for police radios for the amount to not exceed \$475,000, with \$471,000 being funded by a grant from the Los Altos Mountain View Community Foundation.

FISCAL IMPACT

There are no budget impacts with this purchase. It is expected the Motorola radio replacement will cost \$471,000.60. A grant from the Los Altos Mountain View Community Foundation that has been awarded at \$471,000. The remaining costs will come from the current fiscal year budget.

Approving this item will increase the revenues to the current fiscal year budget by \$471,000 and increase expenditure by \$475,000.

ENVIRONMENTAL REVIEW

No known or intended environmental impacts.

SUMMARY:

The Los Altos Police Department has received a grant by the Los Altos Mountain View Community Foundation (LAMVCF) to fully fund 38 Motorola Nextgen Police radios. These funds have been submitted to the City of Los Altos only for the aforementioned radio purchases.

The Police Department’s current police radios are at the end-of-life and have started to fail. The new radios will provide greater interoperability, reliability, and enhance communication capabilities in the event of a critical incident, natural disaster, and during everyday police services.

BACKGROUND:

On 05/01/2024 the Los Altos Police Department was awarded a grant from the Los Altos Mountain View Community Foundation (LAMVCF). The grant is in the amount of \$471,000 which is specifically awarded to replace end-of-life portable radios in use by the Police Department. The grant will fully fund 38 NextGen Motorola portable police radios and associated costs.

This will elevate the Los Altos Police Department’s ability to respond in critical incidents, natural disasters, and everyday police responses by allowing simultaneous ability to leverage the County radio systems and cellular services. This increases the interoperability of the police radios by further increasing the range and ability to communicate with agencies outside of the County radio service area.

ATTACHMENTS

- 1. Resolution for Motorola Radio Grant**
- 2. Motorola Nextgen Radio estimate**

RESOLUTION NO. 2024-__

A RESOLUTION APPROVING THE ACCEPTANCE OF GRANT FUNDS FOR MOTOROLA RADIOS, AMENDING FY23/24 BUDGET BY RECOGNIZING \$471,000 GRANT REVENUE FROM STATE OF CALIFORNIA, AND APPROPRIATING \$471,000 GRANT REVNUUE TO RADIO PURCHASE PROJECT

WHEREAS, the Los Altos Police Department’s current radios are near the end of their life and will need to be replaced as soon as possible; and

WHEREAS, the Los Altos Mountain View Community Foundation awarded a grant for the replacement of 38 Motorola Nextgen Police radios; and

WHEREAS, the City Council authorizes the City Manager to take all necessary steps to receive the grant from the Los Altos Mountain View Community Foundation for the above project; and

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby accepts the grant funds from the Los Altos Mountain View Community Foundation, amends the FY23/24 budget by recognizing the \$471,000 grant revenue from the Los Altos Mountain View Community Foundation, and appropriates the revenue to the Radio Purchase Project.

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 ____ day of ____, 2024 by the following vote:

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

Jonathan Weinberg, MAYOR

Attest:

Melissa Thurman, CITY CLERK



LOS ALTOS POLICE DEPT
APX NEXT BUDGETARY
02/28/2024

02/28/2024

LOS ALTOS POLICE DEPT
ONE N SAN ANTONIO RD
LOS ALTOS, CA 94022

RE: Motorola Quote for APX NEXT BUDGETARY
Dear Joe Ledoux,

Motorola Solutions is pleased to present LOS ALTOS POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LOS ALTOS POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Nathan Tran at nathan.tran@telepathcorp.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Nathan Tran

Motorola Solutions Manufacturer's Representative



Billing Address:
LOS ALTOS POLICE DEPT
ONE N SAN ANTONIO RD
LOS ALTOS, CA 94022
US

Quote Date:02/28/2024
Expiration Date:04/28/2024
Quote Created By:
Nathan Tran
nathan.tran@telepathcorp.com

End Customer:
LOS ALTOS POLICE DEPT
Joe Ledoux

Contract: 36144 - SVRCS

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE*	38		\$8,241.00	\$6,015.93	\$228,605.34
1a	H499KC	ENH: SUBMERSIBLE (DELTA T)	38		\$165.00	\$120.45	\$4,577.10
1b	H38DA	ADD: SMARTZONE OPERATION	38		\$1,320.00	\$963.60	\$36,616.80
1c	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	38		\$567.00	\$413.91	\$15,728.58
1d	Q629BD	ENH: AES ENCRYPTION AND ADP	38		\$523.00	\$381.79	\$14,508.02
1e	QA00580BA	ADD: TDMA OPERATION	38		\$495.00	\$361.35	\$13,731.30
1f	QA09001AM	ADD: WIFI CAPABILITY	38		\$330.00	\$240.90	\$9,154.20
1g	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	38		\$814.00	\$594.22	\$22,580.36
1h	Q361CD	ADD: P25 9600 BAUD TRUNKING	38		\$330.00	\$240.90	\$9,154.20
1i	Q173CA	ADD: SMARTZONE OMNILINK	38		\$0.00	\$0.00	\$0.00
1j	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	38		\$110.00	\$80.30	\$3,051.40
1k	QA08853AA	ADD: CPS ENABLEMENT*	38		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
11	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	38		\$0.00	\$0.00	\$0.00
2	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	38		\$248.05	\$186.04	\$7,069.52
3	LSV01S03446A	APX NEXT DMS ESSENTIAL	38	7 YEARS	\$484.60	\$484.60	\$18,414.80
4	SSV01S01406A	SMARTCONNECT	38	5 YEARS	\$720.00	\$720.00	\$27,360.00
5	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	10		\$169.56	\$127.17	\$1,271.70
6	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	5		\$1,420.20	\$1,065.15	\$5,325.75
7	PMMN4135B	XVP850 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB	38		\$507.60	\$380.70	\$14,466.60

Subtotal	\$431,615.67
Estimated Tax	\$39,384.93
Grand Total	\$471,000.60(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$530,151.96	\$388,471.53
Year 2 Subscription Fee	\$8,102.69	\$8,102.69
Year 3 Subscription Fee	\$8,102.69	\$8,102.69
Year 4 Subscription Fee	\$8,102.69	\$8,102.69
Year 5 Subscription Fee	\$8,102.69	\$8,102.69
Year 6 Subscription Fee	\$8,102.69	\$8,102.69
Year 7 Subscription Fee	\$2,630.69	\$2,630.69
Grand Total System Price	\$573,296.10	\$431,615.67



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6” impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



City Council Agenda Report

Meeting Date: May 14, 2024
Prepared By: Stephanie Williams
Reviewed By: Nick Zornes
Approved By: Gabriel Engeland

Subject: SB9 Regulations – Housing Element Implementing Ordinance

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

1. Introduce and waive further reading of an Ordinance of the City Council of the City of Los Altos adding Chapter 14.64 to Title 14 (Zoning) of the Los Altos Municipal Code enacting regulations for dual opportunity developments (SB9) and find the Ordinance exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act (CEQA). (Attachment 1)
2. Adopt a Resolution rescinding Resolution 2021-57 establishing objective standards for single-family residences to implement Senate Bill 9 and find the Resolution exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act (CEQA). (Attachment 2)

INITIATED BY

City of Los Altos adopted 6th Cycle Housing Element, Program 1.M: SB9 Implementation

FISCAL IMPACT

No fiscal impacts are associated with the adoption of these implementing regulations.

ENVIRONMENTAL REVIEW

The proposed amendments are exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines since there would be no possibility of a significant effect on the environment.

BACKGROUND

California Senate Bill 9 Overview

California Senate Bill 9 (SB 9) requires ministerial approval of certain housing development projects and lot splits on an R1 (Single-Family Residential) zoned property. SB 9 was passed by the California Legislature in 2021 and took effect January 1, 2022.

SB 9 requires approval of the following:

- Two primary units. Two units on an eligible R1 lot (whether the proposal adds two new units or adds one unit and keeps an existing unit).
- Urban lot split. A one-time subdivision of an eligible R1 lot into two lots. This would allow up to four units (two units on each lot).

SB 9 also requires that jurisdictions review and approve all SB 9 projects ministerially without discretionary review or public hearing; may only apply objective zoning, subdivision, and design standards; and these standards may not preclude the construction of up to two units of at least 800 square feet each on each lot with minimum 4’ side and rear setbacks. This law is similar to State ADU legislation in that it allows jurisdictions to apply local objective standards, as long as they do not prevent the development of new residential development to provide for increased housing opportunities which comply with SB9’s regulations.

Although SB 9 allows cities to create objective development standards, SB 330, as amended by SB 8 in 2021 (Housing Crisis Act of 2019), limits the ability for cities to add new standards. Specifically, the Housing Crisis Act prohibits cities from reducing the intensity of land use within an existing residential zoning district below what was allowed and in effect on January 1, 2018. Reducing intensity includes, but is not limited to reductions to height, density, floor area ratio (FAR); new or increased open space or lot size requirements; new or increased setback requirements; or any standard that would lessen the intensity of housing.

Existing City SB9 Regulations

The City previously considered and adopted an SB9 Implementation Resolution on December 14, 2021, in anticipation of SB9 going into effect on January 1, 2022 (see Attachment 3). These regulations were intended to assist staff and the public with reviewing SB9 applications consistent with State Law and establish objective design standards for residential units developed under the regulations. Council also directed staff to return to them by May 2022 to report on SB9 implementation and any recommendations on amendments that may be prudent after the review of applications. Due to staff shortages, turnover and other priorities, especially the Housing Element Update, efforts to return to Council by May 2022 were delayed.

Staff proposes to largely maintain existing SB9 development standards and objective design standards and adjust standards where they do not align with the implementation of minimum SB 9 requirements or were found to be problematic through implementation over the last approximately two years.

6th Cycle Housing Element 2023-2031

On January 24, 2023, the City adopted the 6th Cycle Housing Element 2023-2031 which included *Program I.M: SB 9 Implementation*; which requires the City to ensure that its local SB9 ordinance remains consistent with State law. Additionally, the City is to monitor and report on the effectiveness of the City’s SB9 standards and report its findings and any recommendations on amendments which are appropriate to facilitate SB9 applications.

The Draft Ordinance is an implementing Ordinance of the City’s adopted Housing Element. Should the City of Los Altos not proceed with the implementing actions discussed in this report, the City will be vulnerable to penalties and consequences of Housing Element noncompliance. HCD is authorized to review any action or failure to act by a local government that determines is inconsistent with an adopted Housing Element or housing element law. This includes failure to implement program actions included in the Housing Element. HCD may revoke Housing Element compliance if the local government’s actions do not comply with State Law. Examples of penalties and consequence of Housing Element noncompliance include:

- General Plan Inadequacy: the Housing Element is a mandatory element of the General Plan. When a jurisdiction’s housing element is found to be out of compliance, its General Plan could be found inadequate, and therefore invalid. Local governments with an invalid General Plan can no longer make permitting decisions.
- Legal Action and Attorney Fees: local governments with noncompliant housing elements are vulnerable to litigation from housing rights’ organization, developers, and HCD. If a jurisdiction faces a court action stemming from its lack of compliance and either loses or settles the case, it often must pay substantial attorney fees to the plaintiff’s attorneys in addition to the fees paid by its own attorneys. Potential consequences of lawsuits include mandatory compliance within 120 days, suspension of local control on building matters, and court approval of housing developments.
- Loss of Permitting Authority: courts have authority to take local government residential and nonresidential permit authority to bring the jurisdiction’s General Plan and housing element into substantial compliance with State law. The court may suspend the locality’s authority to issue building permits or grant zoning changes, variances, or subdivision map approvals – giving local governments a strong incentive to bring its housing element into compliance.
- Financial Penalties: court-issued judgement directing the jurisdiction to bring its housing element into substantial compliance with state housing element law. If a jurisdiction’s housing element continues to be found out of compliance, courts can multiply financial penalties by a factor of six.
- Court Receivership: courts may appoint an agent with all powers necessary to remedy identified housing element deficiencies and bring the jurisdiction’s housing element into substantial compliance with Housing Element law.

SB9 Project Review Update

The proposed codification of SB9 regulations in the Zoning Ordinance and analysis contained in this report reflect staff’s utilization of the existing regulations over the past approximately two

years and include recommendations on amendments. Since the law took effect on January 1, 2022 until the writing of this report, the City has received nine (9) urban lot split applications and eighteen (18) SB9 residential development applications. Minor changes are recommended to the existing regulations to improve implementation consistent with State law, clarify language, or align with modified City practices or laws.

Two changes reflected in the proposed Ordinance which align with the recent City ADU regulation changes include the removal of a daylight plane requirement and language regarding voluntary setbacks. Because the side and rear setbacks for developments are reduced from standard R1 zoning setbacks, the daylight plane requirement is removed as it is unenforceable and impossible to “protect” a daylight plane with a structure that is allowed four feet from a property line. The voluntary additional setback is intended to reduce the privacy impacts to abutting property owners, and applicants are encouraged to voluntarily increase the setbacks. Although this language is not in conflict with any State laws, the inclusion of such language within the ordinance creates a false sense of certainty for unenforceable setbacks between opposing parties, and results in City staff playing mediator of residents.

Planning Commission Recommendation

On April 18, 2024, the Planning Commission received a staff report, presentation, asked clarifying questions of staff, considered the proposed Ordinance, and conducted an in-depth discussion regarding the item. No one from the public spoke on the item and one letter of support was received. The Commission recommended modifications to the proposed regulations which include minor non-substantive language clarifications as well as an amendment to Section 14.64.090 – Objective Development Standards – to increase the Floor Area Ratio (FAR) for lots not exceeding 10,000 square feet to 40 percent where the previous language, which mirrored the existing regulations, had a maximum FAR of 35 percent for lots not exceeding 11,000 square feet. The commission voted unanimously to recommend approval of the Ordinance with the amended language, which has been integrated into the draft Ordinance before Council.

DISCUSSION/ANALYSIS

The following is a summary of the proposed Ordinance which largely reflects the City’s existing implementing regulations and State law.

Urban Lot Splits

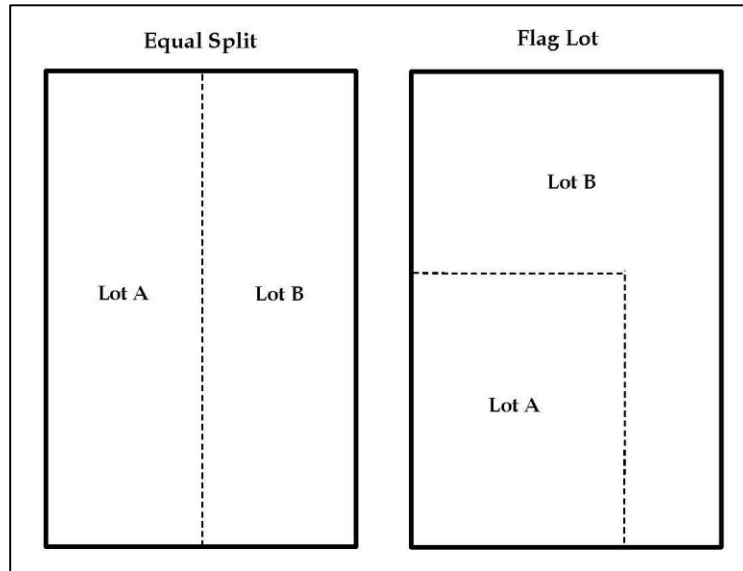
Pursuant to SB 9, eligible R1-zoned lots may be subdivided into two lots through a process which does not require discretionary review or public hearing. This type of subdivision is defined in the Ordinance as an “urban lot split.”

Through an urban lot split, an eligible R1-zoned property can be subdivided into two roughly proportional lots. To ensure rough proportionality, SB 9 specifies one lot cannot be less than 40% the size of the original lot to be subdivided and a minimum lot size of 1,200 square feet. Additionally, the following restrictions and requirements apply to urban lot split applications:

- Lots must adjoin a public or private street with a minimum width of 20 feet.
- May require easements for public services and facilities (e.g., utilities).
- Must meet the property eligibility criteria.

- Must submit a signed affidavit acknowledging the property owner intends to reside in one of the properties as their primary residence for a minimum of three years.

The following graphic demonstrates two possible ways to subdivide a typical single-family lot into two roughly proportional lots with the minimum lot standards.



SB9 Residential Developments

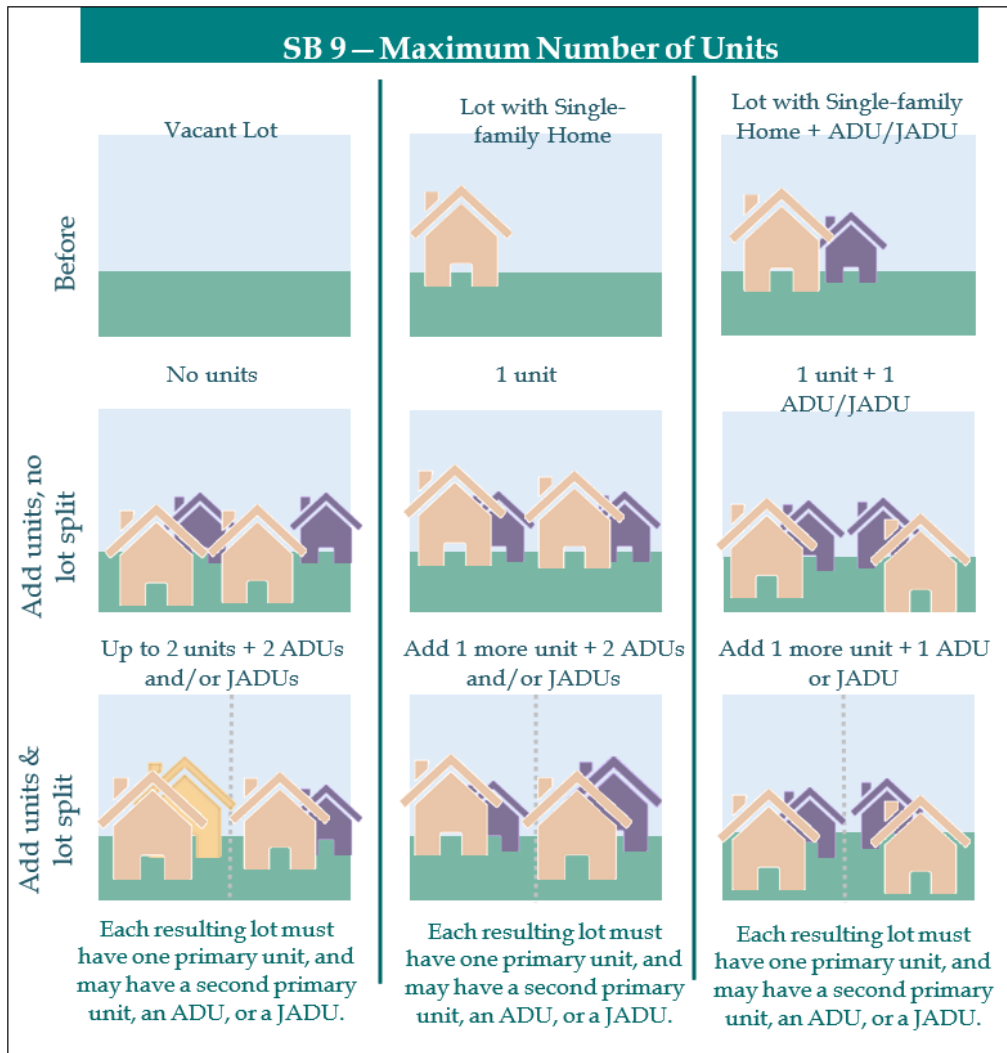
In addition to urban lot split provisions, SB 9 requires local agencies to allow the development of two units on each eligible R1-zoned lot. The residential development provisions can be used with the urban lot split standards, resulting in a maximum potential of four primary-dwelling units. In other words, if a lot is subdivided by an urban lot split, each resulting lot may contain two primary-dwelling units.

The provisions of SB 9 are utilized in concert with existing ADU/JADU regulations but do not require local agencies to allow any R1 lot to be developed with more than four units, inclusive of ADUs/JADUs. Based on staff's recommendation to strictly comply with SB 9, the following development scenarios will be possible when the existing ADU/JADU provisions are applied with the provisions of SB 9:

- a. No more than two (2) primary dwelling units are permitted on a single existing lot or newly created lot through an urban lot split.
- b. For existing lots not established through an urban lot split, in addition to a primary dwelling unit(s) an accessory dwelling unit(s) and/or a junior accessory dwelling unit(s) may also be allowed for a maximum of four (4) total units (inclusive of primary units, accessory dwelling units and junior accessory dwelling units).

- c. For lots established through an urban lot split, in addition to a primary dwelling unit, a second primary unit or an accessory dwelling unit or junior accessory dwelling unit may also be allowed for a maximum of two (2) units per resulting lot (inclusive of primary units, accessory dwelling units and junior accessory dwelling units)

The following graphic demonstrates different ways in which the four units allowed under SB 9 can be achieved.



SB 9 includes the following mandatory standards that all local jurisdictions must implement for the development of units:

- No more than 4’ side and rear setbacks for new structures; no minimum setbacks for retention of existing structures.
- Minimum unit size of 800 square feet.
- No more than one parking space per unit; however, properties within a one-half-mile walking distance of high-quality transit or major transit stops, as defined by State law, or within one block of a car-share vehicle location, do not need to provide parking.

- Cannot require the correction of existing nonconforming zoning conditions or deny a development due to existing nonconforming conditions.
- Must meet the property eligibility criteria.
- Must require the applicant to sign an affidavit acknowledging the applicant intends to reside in one of the existing or proposed housing units as their principal residence for a minimum of three years.

The Draft Ordinance includes objective development standards and design standards for the development of residential units under SB9 which incorporate these mandatory standards as well as other objective standards which do not preclude development in conflict with SB9 or SB330.

ATTACHMENTS

1. Draft Ordinance and Appendix A (Chapter 14.74)
2. Draft Resolution
3. Existing SB9 Regulations
4. SB9 Fact Sheet – California Department of Housing and Community Development (HCD)

ORDINANCE NO. 2024-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LOS ALTOS ADDING CHAPTER 14.64 TO TITLE 14 (ZONING)
OF THE LOS ALTOS MUNICIPAL CODE ENACTING
REGULATIONS FOR DUAL OPPORTUNITY DEVELOPMENTS
PURSUANT TO SENATE BILL 9 (SB9)**

WHEREAS, on September 16, 2021, the State of California enacted legislation known as Senate Bill 9 (“SB 9”), which added Sections 65852.21 and 66411.7 to the California Government Code, to require local public agencies, beginning January 1, 2022, to ministerially approve lot splits and the construction of two (2) primary dwelling units on single-family zoned lots meeting certain conditions; and

WHEREAS, the purpose of SB 9 is to address California’s affordable housing crisis by promoting small-scale neighborhood residential development to provide for increased housing opportunities; and

WHEREAS, SB 9 allows for streamlined ministerial approval for certain residential dwelling units and lot splits in single-family residential zones; and

WHEREAS, SB 9 requires the City to apply objective design standards to residential dwelling units approved pursuant to the legislation and prohibits discretionary design review for such units; and

WHEREAS, SB 9 allows cities to impose certain standards for projects approved under that legislation, which the City Council desires to adopt; and

WHEREAS, the City adopted Resolution 2021-57 establishing objective residential site development and design standards pursuant to SB9; and

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

WHEREAS, Program 1.M of the Housing Element Update requires the City of Los Altos to implement SB9; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 18, 2024 and provided a recommendation to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on May 14, 2024; 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 TITLE 14 OF THE MUNICIPAL CODE: Chapter 14.64 is hereby added to Title 14 (Zoning) 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 Development Services Director, in their reasonable discretion, after consulting the City Attorney.

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 May 14, 2024, and was thereafter, at a regular meeting held on May 28, 2024, passed and adopted by the following vote:

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

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK

APPENDIX A
ADDITION OF CHAPTER 14.64 TO TITLE 14

Chapter 14.64 – DUAL OPPORTUNITY DEVELOPMENTS (SB9)

14.64.010 - Purpose

Senate Bill (SB) 9 requires ministerial approval of a housing development with no more than two primary units in a single-family zone, the subdivision of a parcel in a single-family zone into two parcels, or both. SB 9 enables the creation of up to four housing units in the lot area typically used for one single-family home. This chapter allows residential housing developments to implement Government Code Section 65852.21 for developing two (2) primary residential units on single-family (R1) zoned lots and Section 66411.7 for urban lot splits.

14.64.020 - Eligibility

A proposed housing development or urban lot split shall comply with the following eligibility requirements:

- A. Property is zoned R1 (Single-Family Residential). Lots located in multi-family residential, commercial, mixed-use zones, etc. are not subject to these regulations even if single-family residential uses are a permitted use.
- B. Property is not located in a historic district, listed on the State Historic Resources Inventory, or designated a city landmark or historic resource.
- C. Shall not result in the demolition or structural modification of any portion of an existing residential unit that:
 - 1. Is protected by a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - 2. Housing that is subject to any form of rent or price control.
 - 3. Has been occupied by a tenant within the three (3) years prior to the submittal of an application to the city.
- D. Property does not contain a dwelling unit that was withdrawn from rental or lease under the Ellis Act at any time within fifteen (15) years before the date of application to the city.
- E. The lot to be subdivided shall not be a lot that was established through a prior urban lot split.
- F. The lot to be subdivided shall not abut any lot that was previously subdivided through an urban lot split by the owner of the lot proposed to be subdivided or any party acting in concert with the owner. For the purpose of this section, any party acting in concert with the owner shall include any individual with a familial relation to the property owner (including, but not limited to, parents, children, siblings and spouses) or any business entity in which the property owner has more than ten (10) percent ownership.
- G. Property does not contain any of the site conditions listed in Government Code Section 65913.4, subdivision (a)(6)(B-K), as may be amended from time to time, summarized as follows:

1. Prime farmland, farmland of statewide importance or land that is zoned or designated for agricultural protection or preservation by the voters.
2. A wetland.
3. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
4. A hazardous waste site that has not been cleared for residential use.
5. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
6. Within a one hundred (100) year flood hazard area, unless the site has either been subject to a letter of map revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction or meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
7. Within a regulatory floodway, unless all development on the site has received a no-rise certification.
8. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan or other adopted natural resource protection plan.
9. Habitat for protected species.
10. Land under conservation easement.

14.64.030 - Number of Lots and Minimum Site Area

An existing lot shall not be subdivided into more than two lots. Each newly subdivided lot shall not be smaller than 40 percent of the original lot size and shall not be less than 1,200 square feet.

14.64.040- Lot Frontage Width and Design

Each lot shall adjoin a public or private street with a minimum frontage of 20 feet in width. The layout of proposed lots shall be designed to minimize site disturbance in terms of cut and fill and the removal of trees. Lot lines shall be organized to be parallel and perpendicular to the street on straight streets and approximately radial on curved streets, to the extent possible.

14.64.050 - Owner Occupancy

Upon submittal of an application for an urban lot split, the property owner shall sign an affidavit stating they intend to occupy one of the units as their primary residence for at least three years, unless the owner is a community land trust, as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue

and Taxation Code, or is a qualified nonprofit corporation as described in Section 214.15 of the Revenue and Taxation Code.

14.64.060 - Map Act Compliance

The urban lot split shall conform to all applicable objective requirements of the Subdivision Map Act (Gov. Code § 66410, et. seq.), including implementing requirements in this chapter.

14.64.070 - Rental Term

No unit created pursuant to this chapter may be rented for a period less than 30 days.

14.64.080 - Maximum Number of Units

- A. No more than two (2) primary dwelling units are permitted on a single existing lot or newly created lot through an urban lot split.

- B. For existing lots not established through an urban lot split, in addition to a primary dwelling unit(s) an accessory dwelling unit(s) and/or a junior accessory dwelling unit(s) may also be allowed for a maximum of four (4) total units (inclusive of primary units, accessory dwelling units and junior accessory dwelling units).

- C. For lots established through an urban lot split, in addition to a primary dwelling unit, a second primary unit or an accessory dwelling unit or junior accessory dwelling unit may also be allowed for a maximum of two (2) units per resulting lot (inclusive of primary units, accessory dwelling units and junior accessory dwelling units).

14.64.090 - Objective Development Standards

<u>Coverage</u>	<u>One-story structures with a maximum height of 20 feet shall have a maximum lot coverage of 35 percent of the total site area. One-story structures exceeding 20 feet in height or two-story structures shall have a maximum lot coverage of 30 percent of the total site area.</u>
<u>Floor Area Ratio</u>	<u>Lots not exceeding 10,000 square feet shall have a maximum floor area of 40% of the net lot area. For lots exceeding 10,000 square feet, the maximum floor area shall be 3,500 square feet plus 10 percent times the net lot area minus 10,000 square feet.</u>
<u>Setbacks</u>	<u>Front: 25 feet for the first story; and 30 feet for the second story.</u> <u>Side: 4 feet</u> <u>Rear: 4 feet</u>
<u>Height</u>	<u>Maximum building height is two stories and 27 feet. Flag lots shall be limited to one story and 20 feet in height.</u> <u>Maximum first floor plate height: 10 feet</u> <u>Maximum second floor plate height: 9 feet</u> <u>Maximum entry porch plate height: 12 feet</u>
<u>Basements</u>	<u>Basements shall not extend beyond the floor area of the first floor.</u> <u>Light wells, ingress and egress wells, patio wells, and other similar elements shall not be permitted within a required setback.</u> <u>Light wells, ingress and egress wells, patio wells, and other similar elements shall utilize vertical retaining walls. Contour graded slopes, which expose the basement as a story, are prohibited.</u> <u>Light wells, ingress and egress wells, patio wells, and other similar elements shall be at least 75 percent open in area to light and air above.</u>
<u>Second Story Decks or Balconies</u>	<u>Second-story decks and balconies are allowed only on the front elevation facing a public or private street and shall meet the side setbacks. The maximum size of any one deck or balcony shall be 25 square feet and have a maximum depth of four feet. A deck on the roof of a two-story structure is prohibited.</u>
<u>Landscaping</u>	<u>A minimum of 50 percent of the required front yard setback area shall be landscaping.</u>
<u>Parking</u>	<u>A minimum of one covered space per unit within a garage or carport with a minimum interior dimension of nine feet in width by 18 feet in length.</u>

	<u>Parking for accessory dwelling units shall be provided separately as required under Chapter 14.14.</u>
<u>Fences</u>	<u>Fences shall be subject to the zoning standards of the underlying zoning district.</u>
<u>Outdoor Kitchen, Barbeques, Fireplaces, and Swimming Pools</u>	<u>Outdoor kitchen, barbeques, fireplaces, and swimming pools shall be subject to the zoning standards of the underlying zoning district.</u>
<u>Accessory Structures</u>	<u>Accessory structures shall be subject to the zoning standards of the underlying zoning district.</u>
<u>Signs</u>	<u>Signs shall be subject to the zoning standards of the underlying zoning district.</u>

1. All development standards shall be modified as necessary if they preclude two single-family units with a minimum size of 800 square feet and four-foot side and rear yard setbacks.
2. Development of an ADU shall be subject to the separate development standards and requirements pursuant to Chapter 14.14.
3. No architectural features (i.e. cantilevers, bay windows, and/or other architectural projection) shall be allowed within the required side and rear setbacks except for 12-inch maximum eaves with four-inch maximum gutters.
4. No parking is required if the property is located within one half mile walking distance of either a high-quality transit corridor or major transit stop; or a car share vehicle program is located within one block of the property.

14.64.100 - Objective Design Standards

A. Site and Building Design

1. Attached garages shall be recessed a minimum of one foot from the front elevation wall plane of the residence.
2. When a three-car attached garage is proposed, visual impact shall be reduced by, (i) using a tandem parking layout inside a two-car-wide garage; (ii) using three single-car-wide garage doors instead of a double and a single garage door; or (iii) setting back one of the doors from the others.
3. Each property is prohibited from more than one curb cut or driveway accessing a street unless the subject site is fronting a city’s arterial or collector street.
4. A curb cut or driveway width connecting to a public or private street shall be no greater than 20 feet in width.
5. No more than two types of roof forms and two roof pitches shall be used.
6. Building entrances shall be oriented towards the street.
7. Facade articulation shall be provided with at least six corners on the first floor.
8. Building entrances shall have a roofed projection (such as a porch) or recess with a minimum depth of at least five feet and a minimum horizontal area of thirty (30) square feet. Any corners within the building entrances shall not count as part of the corners as required above.

9. Windows and doors shall either be trimmed or recessed. When trimmed, the trim material shall not be less than 3.5" in width by 1" in depth when protruding from the wall. When recessed, the building primary siding material shall cover the recessed edge faces and wrap toward the interior face of the window glazing or door face by not less than 2 inches in depth.
10. On elevations that are facing interior side property lines, a minimum sill height of 5' is required for all second-floor windows.
11. Provide an inset/offset or plane change on long walls of greater than 25 feet in length.
12. First floor finished elevation shall be no more than twenty-two (22) inches above existing natural grade on a non-hillside lot.
13. For a hillside property, a stepped foundation is required where the average slope beneath the proposed structure is 10% or greater.
14. No exterior staircases above grade shall be allowed.
15. Except for pathway lighting, outdoor lighting fixtures shall be downward facing and fully shielded or recessed.

B. Construction Materials and Colors

1. Foam trim with a painted stucco finish is prohibited.
2. Mixing roof materials and colors are not allowed except for curved dormers and shed roof structures.
3. Exterior finish including wainscoting used for one structure shall be no greater than three different materials. Each material may be a different color, but every part of exterior finish comprised of a single material shall be a single color.
4. Architectural detailing shall be incorporated such as window and door trim, belly bands, cornices, shutters, column accents to the entry porch, and railings in an integrated composition.

C. Landscaping and Screening Vegetation

1. For lots five thousand (5,000) square feet in size or greater, a minimum of two medium to large canopy size trees shall be planted with at least one tree planted in the front yard. For each additional five thousand (5,000) square-foot lot size, an additional medium to large canopy size tree shall be planted onsite.
2. For lots with less than five thousand (5,000) square feet in size, a minimum of one, medium to large canopy size tree shall be planted onsite.
3. Screening vegetation shall be required within lines of sight from each jamb of any second-floor windows with a sill height of less than 5' to the side or rear property lines and within lines of sight to any side property line for any proposed second story deck or balcony.
4. Any required screening vegetation shall be evergreen species reaching at least fifteen feet through twenty feet in height at maturity with permanent irrigation.

- 5. All projects shall comply with the City’s Water Efficiency Landscape Ordinance (WELO).

14.64.110 - Nonconforming Conditions

Corrections of nonconforming zoning conditions shall not be required for the ministerial approval of a housing development or urban lot split.

There shall be no required setbacks for an existing structure or for a structure constructed in the same location and to the same dimensions as an existing structure (i.e., a building reconstructed on the same footprint), subject to compliance with all applicable building and fire codes.

14.64.120 - Administration

Applications for a housing development or parcel map for an urban lot split pursuant to this chapter shall be processed ministerially without discretionary review, processes, or provisions. Review and submittal of an application for a housing development and/or parcel map for an urban lot split shall require submittal of all items listed on the City’s application submittal checklist.

The city may deny an application for a housing development or parcel map for an urban lot split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

SB 9 allows for ministerial approval of certain "new" residential dwelling units. The term "new unit" as used in SB 9 shall be construed to mean any of the following:

- A. A new residential dwelling unit (other than an accessory dwelling unit) proposed to be constructed on a vacant lot.
- B. A new residential dwelling unit (other than an accessory dwelling unit) is constructed in place of a demolished residential dwelling unit.
- C. A residential dwelling unit (other than an accessory dwelling unit) is reconstructed to the substantial equivalence of new.

As used above, a residential dwelling unit is reconstructed to the "substantial equivalence of new" if any of the following sets of criteria apply:

- A. The residential dwelling unit is stripped to the studs and/or foundation and reconstructed.
- B. A substantial remodel is proposed in connection with a substantial addition so that the home will have the appearance of a new home and a remaining physical and economic life comparable to that of a new home. These criteria shall be deemed to be met if all the following apply:
 - 1. An addition is proposed to an existing residential dwelling unit equal to or greater in size than 50% of the floor area of the existing residential dwelling unit (excluding garages, accessory dwelling units, other accessory structures, crawl spaces, unfinished attics, and basement floor areas).

- 2. At least 25% (or more, if necessary to bring the structure into compliance with applicable building codes) of the existing roof will be demolished, repaired, or replaced, and the entire roof covering will be replaced.
- 3. At least 25% (or more, if necessary to bring the structure into compliance with applicable building codes) of the existing facade will be demolished, repaired, or replaced, the entire facade will be repainted or otherwise resurfaced, and the entire facade for the residential dwelling unit in its completed condition is designed to match.
- 4. All existing floor coverings and plumbing fixtures will be removed and, as applicable, replaced.
- 5. Sprinklers will be installed if not already provided.
- 6. At least 25% (or more, if necessary to bring the structure into compliance with applicable building codes) of existing drywall or other wall coverings will be demolished, repaired, or replaced, and all retained wall covering will be repainted or otherwise resurfaced.
- 7. All exterior doors and windows will be replaced.

Applications to remodel and/or build single-family residences not subject to this chapter in their entirety shall continue to be subject to the requirements of the underlying zoning district and Chapter 14.76. Future additions or modifications to “new units” that were built under this chapter pursuant to SB9 shall utilize the standards and process pursuant to this chapter.

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
RESCINDING RESOLUTION 2021-57 ESTABLISHING OBJECTIVE STANDARDS
FOR SINGLE FAMILY RESIDENCES TO IMPLEMENT SENATE BILL 9**

WHEREAS, on September 16, 2021, the State of California enacted legislation known as Senate Bill 9 (“SB 9”), which added Sections 65852.21 and 66411.7 to the California Government Code, to require local public agencies, beginning January 1, 2022, to ministerially approve lot splits and the construction of two (2) primary dwelling units on single-family zoned lots meeting certain conditions; and

WHEREAS, on December 14, 2021, the City adopted Resolution 2021-57 establishing objective standards for single family residences to implement Senate Bill 9; and

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

WHEREAS, Program 1.M of the Housing Element Update requires the City of Los Altos to implement SB9; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 18, 2024 and provided a recommendation to the City Council to add Chapter 14.64 to Title 14 (Zoning) of the Los Altos Municipal Code with amended SB9 regulations; and

WHEREAS, the City Council held a duly noticed public hearing on May 14, 2024 introducing an Ordinance adding Chapter 14.64 to Title 14 (Zoning) of the Los Altos Municipal Code with amended SB9 regulations; and

WHEREAS, rescission of Resolution 2021-57 and the existing SB9 regulations is necessary to allow the implementation of new amended SB9 regulations.

WHEREAS, this Resolution 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, BE IT RESOLVED, that the City Council of the City of Los Altos hereby rescinds Resolution 2021-57.

BE IT FURTHER RESOLVED, that the effective date shall be upon the commencement of the thirty-first day following the adoption date of the Ordinance implementing Chapter 14.64 to Title 14 (Zoning) of the Los Altos Municipal Code with amended SB9 regulations.

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 May 14, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK

RESOLUTION NO. 2021-57

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ESTABLISHING OBJECTIVE STANDARDS FOR SINGLE FAMILY
RESIDENCES TO IMPLEMENT SENATE BILL 9**

WHEREAS, on September 16, 2021, the Governor signed Senate Bill 9 (Stats. 2021, Ch. 162) (“SB 9”); and

WHEREAS, SB 9 allows for streamlined ministerial approval for certain residential dwelling units in single-family residential zones; and

WHEREAS, SB 9 requires the City to apply objective design standards to residential dwelling units approved pursuant to the legislation and prohibits discretionary design review for such units; and

WHEREAS, the City of Los Altos has adopted Single-Family Residential Design Guidelines (the “SFRDG”) pursuant to Section 14.76.020 of the Los Altos Municipal Code; and

WHEREAS, to implement SB 9, it is necessary or convenient that the City Council amend the SFRDG to specify objective design criteria applicable to new single-family homes; and

WHEREAS, SB 9 allows cities to impose certain standards for projects approved under that legislation, which the City Council desires to adopt; and

WHEREAS, certain ambiguities in SB 9 require resolution pending guidance from the judiciary and the Department of Housing and Community Development.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Los Altos, as follows:

1. Effective January 1, 2022, the SFRDG are hereby amended to include as APPENDIX D-1 thereof the objective single-family design guidelines (the “Objective Standards”) attached to this Resolution as **Appendix 1**. After January 1, 2022, applications to remodel existing single-family residences and applications to construct new single-family residences not subject to approval under SB 9 shall continue to be subject to the SFRDG. Applications to construct new dwelling units subject to approval under SB 9 shall comply with the Objective Standards. Applicants for projects subject to approval under SB 9 are strongly encouraged to comply with all provisions of the SFRDG to ensure high quality design and neighborhood compatibility.
2. Nothing in this Resolution or its appendices is intended to preclude the application to SB 9 projects of: building codes, state and local rules with respect to accessory

dwelling units and junior accessory dwelling units, or other laws generally applicable to housing development projects of one to four units.

3. As soon as practicable, Staff is directed to hold one or more study sessions with the Planning Commission and with the Design Review Commission to obtain feedback concerning the Objective Standards from both commissions and from the public. Relying on such feedback and the experience of Staff in implementing SB 9, Staff is hereby directed to return to the City Council no later than May 2022 to report on the implementation of SB 9 and to recommend any amendments to the Objective Standards.
4. SB 9 authorizes local agencies to impose certain standards and requirements outlined in **Appendix 2** to this Resolution. Those standards and requirements are hereby adopted, and the SFRDG is hereby amended to incorporate the standards as APPENDIX D-2 thereof.
5. SB 9 contains certain ambiguities that require interpretation. Pending further guidance from the Department of Housing and Community Development and the judiciary, Staff are hereby directed to follow the guidance included in the interpretive guidance document attached as **Appendix 3** to this Resolution. If guidance from HCD or the judiciary conflicts with anything in **Appendix 3**, then that guidance shall control.
6. The City Council hereby finds that the adoption of this Resolution is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and 15308 (Actions by Regulatory Agencies for the Protection of the Environment), in that the regulations hereby imposed are intended to preserve scenic quality for the City of Los Altos by establishing design guidelines to protect the existing community character, and because it can be seen with certainty that the adoption of the regulations hereby imposed will not have a significant effect on the environment (or that any such effect is wholly speculative), and none of the circumstances in CEQA Guidelines Section 15300.2 applies.
7. In adopting this Resolution, the City Council intends that it be construed to be consistent with the state and federal constitutions and with applicable state housing laws, including SB 9. If any section, sentence, clause, or phrase of this Resolution (including its appendices), is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions hereof.
8. Any person wishing to challenge the validity of any provision of this Resolution (including its appendices), whether facially or as applied, shall, if aggrieved by such provision, appeal to the City Council pursuant to Chapter 1.12 of the Los Altos Municipal Code. As used herein, a person is “aggrieved” if, (a) a provision of this Resolution would prevent the individual from seeking approval of a housing development project for which the individual would like to apply, and (b) in the opinion of the individual, the challenged provision is invalid or unconstitutional. If the City

Council grants an appeal a facial challenge, then it shall direct staff to propose appropriate amendments to this Resolution, consistent with the City Council’s decision on the appeal. If the City Council grants an as-applied challenge, then it may allow an exception to standards to the limited extent necessary to avoid the invalidity or unconstitutionality.

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 14th day of December, 2021 by the following vote:

AYES: Council Members Fligor, Lee Eng, Weinberg, Vice Mayor Meadows and Mayor Enander
NOES: None
ABSENT: None
ABSTAIN: None



Anita Enander, MAYOR

Attest:



Andrea Chelemengos, MMC, CITY CLERK

**APPENDIX 1
OBJECTIVE STANDARDS ADOPTED AS**

APPENDIX D-1 TO THE SFRDG

Objective Standards for Single-Family Residential Zone

It is intent that the following standards shall not be applied to preclude a housing development project allowed under SB 9. As used here, a residential dwelling unit includes living space only and not parking or accessory structures.

1. Definition – any term not defined in this section has the meaning given in the City Municipal Code unless otherwise specified.

“Secondary front lot line” means a lot line abutting a street which is not a front lot line.

“Plate height” means the vertical distance measured from the top of the finished floor to the top of the plates.

“Exterior finish” refers to the exterior façade of a house, excluding the roofs, trim, windows, doors, and shutters.

“Exterior trim” refers to the finish materials on the exterior of a building, such as moldings applied around openings (window trim, door trim), siding, windows, exterior doors, attic vents, and crawl space vents.

“Lines of sight” means with a 60-degree angle beginning at the starting point, 30 degrees to the left and 30 degrees to the right in horizontal perspective.

“High-quality transit corridor” means corridor with fixed route bus service with service intervals no longer than fifteen minutes during the morning and afternoon peak commute hours.

“Major transit stop” means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

2. SB 9 – Development Standards

A. Lot Split and Minimum Site Area.

An existing parcel shall not be subdivided into more than two parcels. The smallest subdivided parcel shall not be less than forty percent (40%) of the original parcel, and both newly subdivided parcels each shall be no smaller than one thousand two hundred (1,200) square feet.

B. All development standards under Government Code Section 66411.7 are hereby adopted.

C. Site Frontage and Site Width.

- a. The minimum width of the access corridor for each flag lot shall be twenty (20) feet, and shall provide direct access to a public or private street.
- b. Easements for the provision of public services and facilities and egress and ingress are required.

D. Coverage. The following coverage standards apply unless two single-family units with four-foot rear and side-yard setbacks and 800 square feet each in floor area are precluded.

- a. The maximum coverage for all structures in excess of six feet in height shall be thirty-five (35) percent of the total area of the site where the height of one-story development does not exceed twenty (20) feet.
- b. A minimum of fifty (50) percent of the required front yard area shall be a combination of pervious landscape material and landscaping.
- c. On sites where the lot coverage exceeds thirty (30) percent, two-story structures shall not be allowed.

E. Floor Area Ratio. The following coverage standards apply unless two single-family units with four-foot rear and side-yard setbacks and 800 square feet each in floor area are precluded.

- a. For lots with a net site area not exceeding eleven thousand (11,000) square feet, the maximum floor area shall be thirty-five (35) percent of the net site area.
- b. For lots with a net site area exceeding eleven thousand (11,000) square feet, the maximum floor area shall be three thousand eight hundred fifty (3,850) square feet plus ten (10) percent times the net site area minus eleven thousand (11,000) square feet.

F. Setbacks.

- a. Except as noted below, the minimum setbacks shall be as follows:

Front*	
First Story	25 feet
Second Story	30 feet
Secondary Front*	
First Story	10 feet
Second Story	13 feet

Side	
First Story	No less than 4 feet. However, to reduce the privacy impacts to abutting property owners, applicants are encouraged to voluntarily increase the setbacks to be at least 10 feet from the side property lines.
Second Story*	No less than 11.5 feet. However, to reduce the privacy impacts to abutting property owners, applicants are encouraged to voluntarily increase the second story setback to be at least 17.5 feet from the side property lines.
Rear	No less than 4 feet. However, to reduce the privacy impacts to abutting property owners, applicants are encouraged to voluntarily increase the rear setback to be at least 10 feet from the rear property line.

- b. No architectural features (i.e. cantilevers, bay windows, and/or any other architectural projections) shall be allowed within the side and rear required setback areas except for 12-inch maximum eaves with four-inch maximum gutters.
- c. Notwithstanding these rules, the applicant shall be allowed to construct within the dimensions of an existing legal building.

*Unless two single-family units with four-foot rear- and side-yard setbacks and 800 square are precluded.

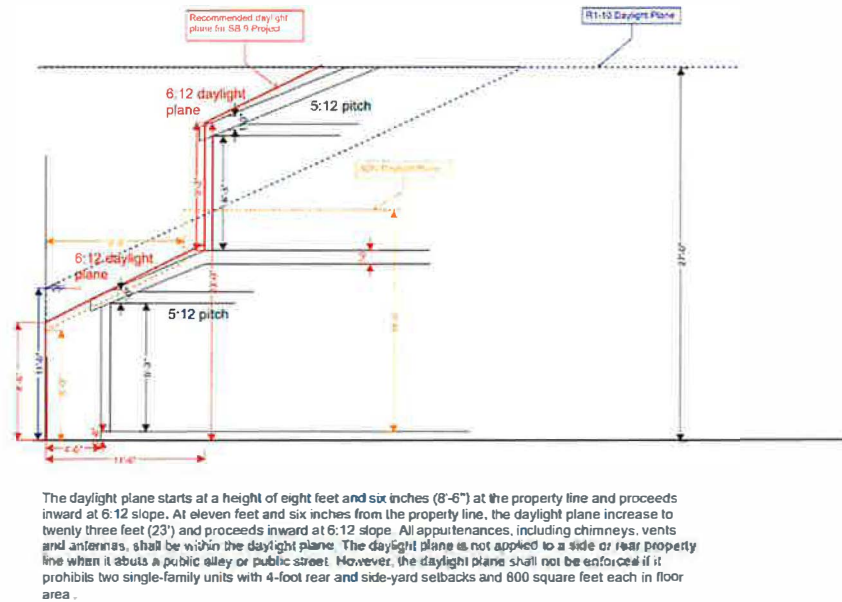
G. Height of Structures.

No structure shall exceed two stories or twenty-seven (27) feet in height from the natural grade. On flag lots the height of structures shall be limited to one story and twenty (20) feet in height. Basements shall not be considered a story. When the lot coverage exceeds or is proposed to exceed thirty (30) percent, the maximum height of structures shall be twenty (20) feet.

H. Daylight Plane.

- a. No portion of any residential units shall extend above or beyond a daylight plane unless two single-family units with four-foot rear- and side-yard setbacks and 800 square feet each in floor area are precluded.

- b. The daylight plane starts at a height of eight feet and six inches (8'-6") at the property line and proceeds inward at 6:12 slope. At eleven feet and six inches from the property line, the daylight plane increases to twenty-three feet (23') and proceeds inward at 6:12 slope. All appurtenances, including chimneys, vents and antennas, shall be within the daylight plane. The daylight plane is not applied to a side or rear property line when it abuts a public alley or public street. However, the daylight plane shall not be enforced if it prohibits two single-family units with 4-foot rear and side-yard setbacks and 800 square feet each in floor area. Notwithstanding this requirement, the maximum required rear and side yard setback shall be no less than four feet.



I. Basements.

Basements shall be regulated as follows:

- a. Basements shall not extend beyond the floor area of the first floor of the main or accessory structure above;
- b. Light wells, ingress and egress wells, patio wells, and other similar elements shall not be permitted within a required setback yards.
- c. Light wells, ingress and egress wells, patio wells, and other similar elements shall utilize vertical retaining walls. Contour graded slopes, which expose the basement as a story, are prohibited.
- d. Light wells, ingress and egress wells, patio wells, and other similar elements shall be at least seventy-five (75) percent open in area to light and air above.

J. Outdoor Kitchen, Barbeques, Fireplaces, and Swimming Pools.

Outdoor kitchen barbeques, fireplaces, and swimming pools shall be subject to zoning standards of the underlying zoning district.

K. Parking.

- a. One covered parking space for each unit with minimum dimensions of nine (9) feet in width and eighteen (18) feet in depth is required. Uncovered parking shall be allowed only to the extent necessary to facilitate the construction of two units that each is 800 square feet in size.
- b. No parking is required in either of the following instances:
 - 1) The subject parcel is located within one-half mile walking distance of either a high-quality transit corridor or a major transit stop.
 - 2) A car share vehicle program is located within one block of the parcel.

L. Signs.

Signs shall be subject to zoning standards of the underlying zoning district.

M. Fences.

Fences shall be subject to zoning standards of the underlying zoning district.

N. Nonconforming Use Regulations.

Corrections on nonconforming zoning conditions shall not be required for the ministerial approval of a parcel map application for the creation of a lot split pursuant to SB 9.

O. Accessory Structures.

Accessory structures shall be subject to zoning standards of the underlying zoning district.

3. SB 9 – Objective Design Standards

A. Plate Heights.

- a. Plate height is limited to 9’-3” for the first floor except that an entry porch may have a maximum plate height of 12’ and a garage may have a maximum plate height of 10’.
- b. Plate height is limited to 8’-3” for the second floor.

B. Second Floor Windows.

Second floor windows shall be regulated as follows:

- a. On elevations that are facing interior side property lines, a minimum sill height of 4’-6” is required for all second-floor windows.

- b. On elevations that are facing rear property lines adjacent to a neighboring property, a minimum sill height of the California Building Code (CBC) minimum required sill height for egress or light and ventilation shall be provided.
- c. For any windows within ten feet of rear or interior side property lines adjacent to a neighboring property, the maximum second story window size shall be no larger than the CBC minimum required size.

C. Balcony and Rooftop Deck.

Balconies and rooftop decks shall be regulated as follows:

- a. Balconies and/or roof decks are prohibited when facing interior side yards and rear yard adjacent to a neighboring property.
- b. A balcony or a roof deck is allowed only on front elevations facing public and private streets; and a minimum of twenty-five (25) feet side setback shall be provided from the side property lines to the edge of the balcony or roof deck.
- c. The maximum depth for any balconies and rooftop decks shall be four (4) feet.
- d. The maximum size for any balconies and rooftop decks shall be 25 square feet.
- e. Screening devices shall include solid railing walls instead of open railings, and latticework above the required railing height to obscure sight lines from a balcony or a roof deck.

D. Screening Vegetation.

Screening vegetation shall be regulated as follows:

- a. Screening vegetation is required in either of the following situations:
 - 1) Within lines of sight for any proposed balcony and roof deck projected to any side property line, screening vegetation shall be planted.
 - 2) Within lines of sight from each jamb of any windows with a sill height of less than 4'-6" at second floor, screening vegetations shall be planted.
- b. Any required screening vegetation shall be evergreen species reaching to at least fifteen feet through twenty feet in height at their mature age with permanent irrigation and shall be maintained for the life of the project.
- c. At least twenty-four-inch (24-inch) box screening vegetation shall be planted prior to occupancy of the residence.

E. Landscaping.

Onsite landscaping shall be regulated as follows:

- a. Trees selected from the Street Tree Planting List are required to be planted on site following the standards below:
 - 1) For lots five thousand (5,000) square feet in size or greater, at least two, Category II trees shall be planted with at least one, Category II tree planted in the front yard. For each additional five thousand (5,000) square-foot lot size, one more Category II tree shall be planted onsite.
 - 2) For lots with less than five thousand (5,000) square feet in size, at least one, Category II tree or two Category III trees shall be planted onsite.
 - 3) If there are existing trees onsite, an arborist report, prepared by an ISA certified arborist, may be required to determine the equivalent value of existing trees compared to the Street Tree Planting List.
- b. Water Efficiency Landscape Ordinance (WELO) and its submittal requirements apply to the following projects:
 - 1) New construction projects with new or rebuilt landscape areas that exceed five hundred (500) square feet.
 - 2) Remodels and/or additions to existing single-family houses with new or rebuilt landscape areas that exceed two thousand five hundred (2,500) square feet.

F. Construction Materials and Colors.

All construction materials shall be long-term (30 years) durability and appearance, as per manufacture’s specifications. Specifically, the construction materials shall be subject to the following:

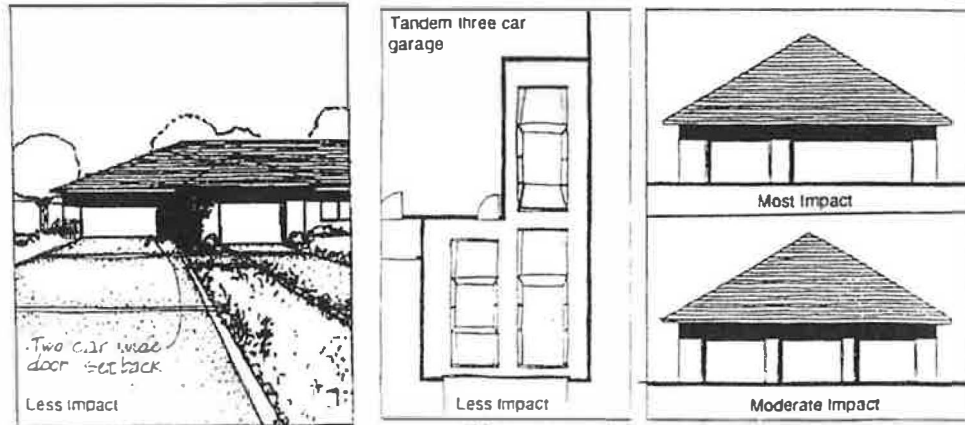
- a. Foam trim with a painted stucco finish is prohibited throughout the structure(s).
- b. Mixing roof materials and colors are not allowed except for curved dormers and shed roof structures.
- c. Exterior finish including wainscoting used for one structure shall be no greater than three different materials. Each material may be a different color, but every part of exterior finish comprised of a single material shall be a single color.
- d. Window and door trims shall be limited to one material and one color. The material and color shall be the same for both windows and door trims.

- e. Architectural detailing shall be incorporated such as window and door trim, belly bands, cornices, shutters, column accents to the entry porch, and railings in an integrated composition.

G. Site and Building Design.

The site and building design shall be subject to the following standards to create visual variety and avoid a large-scale appearance:

- a. Driveway shall be designed per the following standards:
 - 1) Each property is prohibited from more than one curb cut or driveway accessing a street unless the subject site is fronting a City’s Arterial or Collector road.
 - 2) A curb cut or driveway width connecting to a public or private street shall be no greater than twenty-two (22) feet.
 - 3) For corner lots, driveway connections shall be at least thirty (30) feet from the intersecting corner property lines at the street intersection.
 - 4) If the project impacts a street shoulder, then it shall be improved accordingly per City’s Street Shoulder Improvement Policy.
- b. Façade articulation shall be provided with at least six corners on the first floor.
- c. Building entrances shall have a roofed projection (such as a porch) or recess with a minimum depth of at least five feet and a minimum horizontal area of thirty (30) square feet. Any corners within the building entrances shall not count as part of the corners as required above.
- d. Downspout shall be painted to match or accent the exterior finish color.
- e. Attached garage shall be subject to the following standards:
 - 1) Attached garage shall be recessed at least one foot from the front elevation wall plane of the residence.
 - 2) When a three-car attached garage is proposed, visual impact shall be reduced by, (i) using a tandem parking layout inside a two-car-wide garage; (ii) using three single-car-wide garage doors instead of a double and a single garage door; or (iii) setting back one of the doors from the others.



- f. Windows and doors shall either be trimmed or recessed.
 - 1) When trimmed, the trim material shall not be less than 3.5” in width by 3/4” in depth when protruding from the wall.
 - 2) When recessed, the building primary siding material shall cover the recessed edge faces and wrap toward the interior face of the window glazing or door face by not less than 2 inches in depth.
- g. The design of roof shall be regulated as follows:
 - 1) No more than two types of roof forms shall be used.
 - 2) No more than two roof pitches shall be used.
- h. First floor finished elevation shall be no more than twenty-two (22) inches above existing natural grade on a non-hillside lot. In a flood zone or flood way, the first-floor level may be set at the minimum allowed above grade to meet code requirements.
- i. For a hillside property, a stepped foundation is required where the average slope beneath the proposed structure is 10% or greater.
- j. No permanent noise generating mechanical equipment shall be located in any required side and rear yards. The placement and operation of any such equipment must be consistent with the City’s Noise Ordinance.
- k. No exterior staircases above grade shall be allowed.
- l. Except for pathway lighting, outdoor lighting fixtures shall be downward facing and fully shielded or recessed.
- m. All new utility services and relocated existing utility services are placed underground pursuant to Chapter 12.68 of Municipal Code.

**APPENDIX 2
STANDARDS ADOPTED PURSUANT TO SB 9 AS
APPENDIX D-2 TO THE SFRDG**

1) **Objective Zoning/Subdivision/Design Standards.** SB 9 authorizes the City to impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to structures and parcels created by an urban lot split that do not conflict with SB 9 or preclude the construction of two 800 square foot minimum primary dwelling units. Accordingly, all such existing objective City standards shall apply to SB 9 projects, in addition to any additional objective standards that the City may adopt.

2) **Maximum Units and Lots.** The City shall not approve more residential dwelling units or lots for any SB 9 project than required under state law, as set forth in Appendix 3 of City Council Resolution No. 2021-57.

3) **Parking.** SB 9 allows the City to choose to require parking consistent with the terms thereof. Accordingly, the City shall require off-street parking of one space per unit, unless the lot is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code, or unless there is a car share vehicle located within one block of the parcel.

4) **Setbacks.** SB 9 allows the City to choose to require setbacks consistent with the terms thereof. Accordingly, the City shall require setbacks of not less than four feet from the side and rear lot lines in all SB 9 projects, except as otherwise specified in SB 9.

5) **Applicant Residency; Short-Term Rental.** SB 9 requires every applicant for a ministerial lot split to provide an affidavit confirming that the applicant intends to reside in one of the SB 9 units for three years. The City shall enforce this requirement. All units created under SB 9 shall be subject to the City’s short-term rental ordinance, codified at Chapter 14.30 of the Los Altos Municipal Code.

6) **Impact/Development Fees.** Applicants for SB 9 projects shall pay all applicable development impact fees imposed by the City.

7) **Historic Properties.** An SB 9 project may not be located at a property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or at a site that is designated by the City as a historic landmark or listed in the City’s historic resource inventory, pursuant to Los Altos Municipal Code Chapter 12.44.

8) **Unavoidable Adverse Impacts.** SB 9 authorizes the Building Official to deny a project upon written findings, based on a preponderance of evidence, that the project will have a specific, adverse impact upon public health and safety or the physical environment for which there is no

feasible method to mitigate or avoid. The Building Official shall assess every SB 9 application for such unavoidable adverse impacts and shall, in consultation with the City Attorney, deny a project if an unavoidable adverse impact is identified. The Building Official's determination shall be final. For greater clarity, a project would have a specific, adverse impact on the physical environment if it would have an unavoidable impact on historic resources, as defined in CEQA Guidelines Section 15064.5.

**APPENDIX 3
INTERPRETIVE GUIDANCE DOCUMENT**

SB 9 applies in “single-family residential zones.” The term “single-family residential zone” as used in Government Code Sections 65852.21(a) and 66411.7(a)(3)(A) is not defined. Within the City of Los Altos, the term “single-family residential zone” shall be construed to mean an R1 zoning designation.

The City’s application checklist for single-family homes would require applicants to indicate in writing whether the application is being brought pursuant to SB 9.

SB 9 allows for ministerial approval of certain “new” residential dwelling units. The term “new unit” as used in Government Code Section 65852.21(i)(1) is not defined, but provisions of SB 9 appear to assume that a new residential dwelling unit could include a reconstructed residential dwelling unit. Therefore, the term “new unit,” as used in SB 9, shall be construed to mean any of the following:

- (1) A new residential dwelling unit (other than an accessory dwelling unit)¹ proposed to be constructed on previously vacant ground;
- (2) A new residential dwelling unit (other than an accessory dwelling unit) constructed in place of a demolished residential dwelling unit;²
- (3) A residential dwelling unit (other than an accessory dwelling unit) reconstructed to the substantial equivalence of new.

As used above, a residential dwelling unit is reconstructed to the “substantial equivalence of new” if any of the following three sets of criteria apply:

- (1) The residential dwelling unit is stripped to the studs and/or foundation and reconstructed;
- (2) A substantial remodel is proposed in connection with a substantial addition so that the home will have the appearance of a new home and a remaining physical and economic life comparable to that of a new home. These criteria shall be deemed to be met if all the following apply:
 - a. An addition is proposed to an existing residential dwelling unit equal to or greater in size than 50% of the floor area of the existing residential dwelling unit (excluding

¹ Reference to accessory dwelling units here is not meant to exclude construction of such units as allowed under Government Code Sections 65852.2 and 65852.22. Rather, the intent here is merely to define the term “new unit” for purposes of Section 65852.21(i)(1).

² Nothing herein is intended to exempt an applicant from the requirements of Government Code Section 65852.21(a)(3)-(5).

- garages, accessory dwelling units, other accessory structures, crawl spaces, unfinished attics, and basement floor areas);
 - b. At least 25% (or more, if necessary to bring the structure into compliance with applicable building codes) of the existing roof will be demolished, repaired, or replaced, and the entire roof covering will be replaced;
 - c. At least 25% (or more, if necessary to bring the structure into compliance with applicable building codes) of the existing façade will be demolished, repaired, or replaced, the entire façade will be repainted or otherwise resurfaced, and the entire façade for the residential dwelling unit in its completed condition is designed to match;
 - d. All existing floor coverings and plumbing fixtures will be removed and, as applicable, replaced;
 - e. Sprinklers will be installed if not already provided;
 - f. At least 25% (or more, if necessary to bring the structure into compliance with applicable building codes) of existing drywall or other wall coverings will be demolished, repaired, or replaced, and all retained wall covering will be repainted or otherwise resurfaced; and
 - g. All exterior doors and windows will be replaced.
- (3) All the major systems of the home are repaired or replaced so that the home will have the appearance of a new home and a remaining physical and economic life comparable to that of a new home. These criteria shall be deemed to be met if all the following apply:
- a. All existing plumbing, electrical, and HVAC systems will be replaced or rehabilitated consistent with modern building standards to ensure an estimated remaining physical life of at least 50 years for plumbing and electrical systems and 20 years for HVAC systems; and
 - b. The circumstances described in Item Nos. 2(b) to 2(g) apply.

For greater clarity, a lot developed under SB 9 may contain no more than four total residential dwelling units. These shall be limited to the following:

- (1) On a lot that is not split pursuant to Government Code Section 66411.7 and for which an existing primary residential dwelling unit is retained: one existing primary residential dwelling unit, one new primary residential dwelling unit, one accessory dwelling unit, and one junior accessory dwelling unit, for four units in total.
- (2) On a lot that is not split pursuant to Government Code Section 66411.7 and for which an existing primary dwelling unit does not exist or is demolished or reconstructed: two new primary residential dwelling units, one accessory dwelling unit, and one junior accessory dwelling unit, for four units in total.
- (3) On a lot that is split pursuant to Government Code section 66411.7: not more than two existing primary and/or accessory residential dwelling units (including junior accessory

dwelling units) per newly created lot and not more than two new primary residential dwelling units per newly created lot, for an ultimate total of not more than two residential dwelling units per newly created lot and four residential dwelling units total. In lieu of two new primary residential dwelling units on each newly created lot, an applicant may propose one new primary residential dwelling unit together with either a new accessory dwelling unit or a new junior accessory dwelling unit, provided that the applicant submits a written statement with the application for the housing development project indicating the applicant's understanding that providing the accessory dwelling unit or junior accessory dwelling unit will prevent the applicant from constructing a second primary residential dwelling unit. It is the intent of this provision that not more than four units may be constructed per original lot.

California Department of Housing and Community Development

SB 9 Fact Sheet

On the Implementation of Senate Bill 9 (Chapter 162, Statutes of 2021)



Housing Policy Development Division
March 2022

This Fact Sheet is for informational purposes only and is not intended to implement or interpret SB 9. HCD does not have authority to enforce SB 9, although violations of SB 9 may concurrently violate other housing laws where HCD does have enforcement authority, including but not limited to the laws addressed in this document. As local jurisdictions implement SB 9, including adopting local ordinances, it is important to keep these and other housing laws in mind. The Attorney General may also take independent action to enforce SB 9. For a full list of statutes over which HCD has enforcement authority, visit HCD’s [Accountability and Enforcement webpage](#).

Executive Summary of SB 9

Senate Bill (SB) 9 (Chapter 162, Statutes of 2021) requires ministerial approval of a housing development with no more than two primary units in a single-family zone, the subdivision of a parcel in a single-family zone into two parcels, or both. SB 9 facilitates the creation of up to four housing units in the lot area typically used for one single-family home. SB 9 contains eligibility criteria addressing environmental site constraints (e.g., wetlands, wildfire risk, etc.), anti-displacement measures for renters and low-income households, and the protection of historic structures and districts. Key provisions of the law require a local agency to modify or eliminate objective development standards on a project-by-project basis if they would prevent an otherwise eligible lot from being split or prevent the construction of up to two units at least 800 square feet in size. For the purposes of this document, the terms “unit,” “housing unit,” “residential unit,” and “housing development” mean primary unit(s) unless specifically identified as an accessory dwelling unit (ADU) or junior ADU or otherwise defined.

Single-Family Residential Zones Only

(Reference: Gov. Code, §§ 65852.21, subd. (a); 66411.7 subd. (a)(3)(A))

The parcel that will contain the proposed housing development or that will be subject to the lot split must be located in a single-family residential zone. Parcels located in multi-family residential, commercial, agricultural, mixed-use zones, etc., are not subject to SB 9 mandates even if they allow single-family residential uses as a permitted use. While some zones are readily identifiable as single-family residential zones (e.g., R-1 “Single-Family Residential”), others may not be so obvious. Some local agencies have multiple single-family zones with subtle distinctions between them relating to minimum lot sizes or allowable uses. In communities where there may be more than one single-family residential zone, the local agency should carefully review the zone district descriptions in the zoning code and the land use designation descriptions in the Land Use Element of the General Plan. This review will enable the local agency to identify zones whose primary purpose is single-family residential uses and which are therefore subject to SB 9. Considerations such as minimum lot sizes, natural features such as hillsides, or the permissibility of keeping horses should not factor into the determination.

Residential Uses Only

(Reference: Gov. Code, §§ 65852.21, subd. (a))

SB 9 concerns only proposed housing developments containing no more than two residential units (i.e., one or two). The law does not otherwise change the allowable land uses in the local agency’s single-family residential zone(s). For example, if the local agency’s single-family zone(s) does not currently allow commercial uses such as hotels or restaurants, SB 9 would not allow such uses.

Ministerial Review

(Reference: Gov. Code, §§ 65852.21, subd. (a); 66411.7, subds. (a), (b)(1))

An application made under SB 9 must be considered ministerially, without discretionary review or a hearing. Ministerial review means a process for development approval involving no personal judgment by the public official as to the wisdom of carrying out the project. The public official merely ensures that the proposed development meets all the applicable objective standards for the proposed action but uses no special discretion or judgment in reaching a decision. A ministerial review is nearly always a “staff-level review.” This means that a staff person at the local agency reviews the application, often using a checklist, and compares the application materials (e.g., site plan, project description, etc.) with the objective development standards, objective subdivision standards, and objective design standards.

Objective Standards

(Reference: Gov. Code, §§ 65852.21, subd. (b); 66411.7, subd. (c))

The local agency may apply objective development standards (e.g., front setbacks and heights), objective subdivision standards (e.g., minimum lot depths), and objective design standards (e.g., roof pitch, eave projections, façade materials, etc.) as long as they would not physically preclude either of the following:

Up to Two Primary Units. The local agency must allow up to two primary units (i.e., one or two) on the subject parcel or, in the case of a lot split, up to two primary units on each of the resulting parcels.

Units at least 800 square feet in size. The local agency must allow each primary unit to be at least 800 square feet in size.

The terms “objective zoning standards,” “objective subdivision standards,” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. Any objective standard that would physically preclude either or both of the two objectives noted above must be modified or

waived by the local agency in order to facilitate the development of the project, with the following two exceptions:

Setbacks for Existing Structures. The local agency may not require a setback for an existing structure or for a structure constructed in the same location and to the same dimensions as an existing structure (i.e., a building reconstructed on the same footprint).

Four-Foot Side and Rear Setbacks. SB 9 establishes an across-the-board maximum four-foot side and rear setbacks. The local agency may choose to apply a lesser setback (e.g., 0-4 feet), but it cannot apply a setback greater than four feet. The local agency cannot apply existing side and rear setbacks applicable in the single-family residential zone(s). Additionally, the four-foot side and rear setback standards are not subject to modification. (Gov. Code, §§ 65852.21, subd. (b)(2)(B); 66411.7, subdivision (c)(3).)

One-Unit Development

(Reference: Gov. Code, §§ 65852.21, subd. (a); 65852.21, subd. (b)(2)(A))

SB 9 requires the ministerial approval of either one or two residential units. Government Code section 65852.21 indicates that the development of just one single-family home was indeed contemplated and expected. For example, the terms “no more than two residential units” and “up to two units” appear in the first line of the housing development-related portion of SB 9 (Gov. Code, § 65852.21, subd. (a)) and in the line obligating local agencies to modify development standards to facilitate a housing development. (Gov. Code, § 65852.21, subd. (b)(2)(A).)

Findings of Denial

(Reference: Gov. Code, §§ 65852.21, subd. (d); 66411.7, subd. (d))

SB 9 establishes a high threshold for the denial of a proposed housing development or lot split. Specifically, a local agency’s building official must make a written finding, based upon a preponderance of the evidence, that the proposed housing development would have a specific, adverse impact, as defined in Government Code section 65589.5, subdivision (d)(2), upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. (Gov. Code, § 65589.5, subd. (d)(2).)

Environmental Site Constraints

(Reference: Gov. Code, §§ 65852.21, subd. (a)(2) and (a)(6); 66411.7, subd. (a)(3)(C) and (a)(3)(E))

A proposed housing development or lot split is not eligible under SB 9 if the parcel contains any of the site conditions listed in Government Code section 65913.4, subdivision (a)(6)(B-K). Examples of conditions that may disqualify a project from using SB 9 include the presence of farmland, wetlands, fire hazard areas, earthquake hazard areas, flood risk areas, conservation areas, wildlife habitat areas, or conservation easements. SB 9 incorporates by reference these environmental site constraint categories that were established with the passing of the Streamlined Ministerial Approval Process (SB 35, Chapter 366, Statutes of 2017). Local agencies may consult HCD’s [Streamlined Ministerial Approval Process Guidelines](#) for additional detail on how to interpret these environmental site constraints.

Additionally, a project is not eligible under SB 9 if it is located in a historic district or property included on the State Historic Resources Inventory or within a site that is designated or listed as a city or county landmark or as a historic property or district pursuant to a city or county ordinance.

California Environmental Quality Act (CEQA)

Reference: Gov. Code, §§ 65852.21, subd. (j); 66411.7, subd. (n))

Because the approval of a qualifying project under SB 9 is deemed a ministerial action, CEQA does not apply to the decision to grant an application for a housing development or a lot split, or both. (Pub. Resources Code, § 21080, subd. (b)(1) [CEQA does not apply to ministerial actions]; CEQA Guidelines, § 15268.) For this reason, a local agency must not require an applicant to perform environmental impact analysis under CEQA for applications made under SB 9. Additionally, if a local agency chooses to adopt a local ordinance to implement SB 9 (instead of implementing the law directly from statute), the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA.

Anti-Displacement Measures

(Reference: Gov. Code, §§ 65852.21, subd. (a)(3); 66411.7, subd. (a)(3)(D))

A site is not eligible for a proposed housing development or lot split if the project would require demolition or alteration of any of the following types of housing: (1) housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; (2) housing that is subject to any form of rent or price control through a public entity’s valid exercise of its police power; or (3) housing that has been occupied by a tenant in the last three years.

Lot Split Requirements

(Reference: Gov. Code, § 66411.7)

SB 9 does not require a local agency to approve a parcel map that would result in the creation of more than two lots and more than two units on a lot resulting from a lot split under Government Code section 66411.7. A local agency may choose to allow more than two units, but it is not required to under the law. A parcel may only be subdivided once under Government Code section 66411.7. This provision prevents an applicant from pursuing multiple lot splits over time for the purpose of creating more than two lots. SB 9 also does not require a local agency to approve a lot split if an adjacent lot has been subject to a lot split in the past by the same property owner or a person working in concert with that same property owner.

Accessory Dwelling Units

(Reference: Gov. Code, §§ 65852.21, subd. (j); 66411.7, subd. (f))

SB 9 and ADU Law (Gov. Code, §§ 65852.2 and 65858.22) are complementary. The requirements of each can be implemented in ways that result in developments with both “SB 9 Units” and ADUs. However, specific provisions of SB 9 typically overlap with State ADU Law only to a limited extent on a relatively small number of topics. Treating the provisions of these two laws as identical or substantially similar may lead a local agency to implement the laws in an overly restrictive or otherwise inaccurate way.

“Units” Defined. The three types of housing units that are described in SB 9 and related ADU Law are presented below to clarify which development scenarios are (and are not) made possible by SB 9. The definitions provided are intended to be read within the context of this document and for the narrow purpose of implementing SB 9.

Primary Unit. A primary unit (also called a residential dwelling unit or residential unit) is typically a single-family residence or a residential unit within a multi-family residential development. A primary unit is distinct from an ADU or a Junior ADU. Examples of primary units include a single-family residence (i.e., one primary unit), a duplex (i.e., two primary units), a four-plex (i.e., four primary units), etc.

Accessory Dwelling Unit. An ADU is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family or multifamily dwelling is or will be situated.

Junior Accessory Dwelling Unit. A Junior ADU is a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A Junior ADU may include separate sanitation facilities or may share sanitation facilities with the existing structure.

The terms “unit,” “housing unit,” “residential unit,” and “housing development” mean primary unit(s) unless specifically identified as an ADU or Junior ADU or otherwise defined. This distinction is critical to successfully implementing SB 9 because state law applies different requirements (and provides certain benefits) to ADUs and Junior ADUs that do not apply to primary units.

Number of ADUs Allowed. ADUs can be combined with primary units in a variety of ways to achieve the maximum unit counts provided for under SB 9. SB 9 allows for up to four units to be built in the same lot area typically used for a single-family home. The calculation varies slightly depending on whether a lot split is involved, but the outcomes regarding total maximum unit counts are identical.

Lot Split. When a lot split occurs, the local agency must allow up to two units on each lot resulting from the lot split. In this situation, all three unit types (i.e., primary unit, ADU, and Junior ADU) count toward this two-unit limit. For example, the limit could be reached on each lot by creating two primary units, or a primary unit and an ADU, or a primary unit and a Junior ADU. By building two units on each lot, the overall maximum of four units required under SB 9 is achieved. (Gov. Code, § 66411.7, subd. (j).) Note that the local agency may choose to allow more than two units per lot if desired.

No Lot Split. When a lot split has not occurred, the lot is eligible to receive ADUs and/or Junior ADUs as it ordinarily would under ADU law. Unlike when a project is proposed following a lot split, the local agency must allow, in addition to one or two primary units under SB 9, ADUs and/or JADUs under ADU Law. It is beyond the scope of this document to identify every combination of primary units, ADUs, and Junior ADUs possible under SB 9 and ADU Law. However, in no case does SB 9 require a local agency to allow more than four units on a single lot, in any combination of primary units, ADUs, and Junior ADUs.

See HCD’s [ADU and JADU webpage](#) for more information and resources.

Relationship to Other State Housing Laws

SB 9 is one housing law among many that have been adopted to encourage the production of homes across California. The following represent some, but not necessarily all, of the housing laws that intersect with SB 9 and that may be impacted as SB 9 is implemented locally.

Housing Element Law. To utilize projections based on SB 9 toward a jurisdiction’s regional housing need allocation, the housing element must: 1) include a site-specific inventory of sites where SB 9 projections are being applied, 2) include a nonvacant sites analysis demonstrating the likelihood of redevelopment and that the existing use will not constitute an impediment for additional residential use, 3) identify any governmental constraints to the use of SB 9 in the creation of units (including land use controls, fees,

and other exactions, as well as locally adopted ordinances that impact the cost and supply of residential development), and 4) include programs and policies that establish zoning and development standards early in the planning period and implement incentives to encourage and facilitate development. The element should support this analysis with local information such as local developer or owner interest to utilize zoning and incentives established through SB 9. Learn more on HCD's [Housing Elements webpage](#).

Housing Crisis Act of 2019. An affected city or county is limited in its ability to amend its general plan, specific plans, or zoning code in a way that would improperly reduce the intensity of residential uses. (Gov. Code, § 66300, subd. (b)(1)(A).) This limitation applies to residential uses in all zones, including single-family residential zones. “Reducing the intensity of land use” includes, but is not limited to, reductions to height, density, or floor area ratio, new or increased open space or lot size requirements, new or increased setback requirements, minimum frontage requirements, or maximum lot coverage limitations, or any other action that would individually or cumulatively reduce the site’s residential development capacity. (Gov. Code, § 66300, subd. (b)(1)(A).)

A local agency should proceed with caution when adopting a local ordinance that would impose unique development standards on units proposed under SB 9 (but that would not apply to other developments). Any proposed modification to an existing development standard applicable in the single-family residential zone must demonstrate that it would not result in a reduction in the intensity of the use. HCD recommends that local agencies rely on the existing objective development, subdivision, and design standards of its single-family residential zone(s) to the extent possible. Learn more about [Designated Jurisdictions Prohibited from Certain Zoning-Related Actions](#) on HCD’s website.

Housing Accountability Act. Protections contained in the Housing Accountability Act (HAA) and the Permit Streaming Act (PSA) apply to housing developments pursued under SB 9. (Gov. Code, §§ 65589.5; 65905.5; 65913.10; 65940 et seq.) The definition of “housing development project” includes projects that involve no discretionary approvals and projects that include a proposal to construct a single dwelling unit. (Gov. Code, § 65905.5, subd. (b)(3).) For additional information about the HAA and PSA, see HCD’s [Housing Accountability Act Technical Assistance Advisory](#).

Rental Inclusionary Housing. Government Code section 65850, subdivision (g), authorizes local agencies to adopt an inclusionary housing ordinance that includes residential rental units affordable to lower- and moderate-income households. In certain circumstances, HCD may request the submittal of an economic feasibility study to ensure the ordinance does not unduly constrain housing production. For additional information, see HCD’s [Rental Inclusionary Housing Memorandum](#).



City Council Agenda Report

Meeting Date: May 14, 2024

Prepared By: Melissa Thurman, City Clerk

Approved By: Gabriel Engeland, City Manager

Subject: Discuss and provide direction on a potential policy related to public comments from a remote platform for public meetings

COUNCIL PRIORITY AREA

- Business Communities
- Circulation Safety and Efficiency
- Environmental Sustainability
- Housing
- Neighborhood Safety Infrastructure
- General Government

RECOMMENDATION

Discuss and provide direction on a potential policy related to public comments from a remote platform for public meetings.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

PREVIOUS COUNCIL CONSIDERATION

On July 11, 2023, the City Council held a Closed Session meeting to discuss recent incidents of “Zoom bombings” throughout the state of California during public meetings. Zoombombing refers to the unwanted or hate-filled speech during the public comment period of remote speakers during a publicly held meeting. The City Council directed staff to pause remote participation during public meetings and to bring the item back for discussion in 2024.

BACKGROUND

The Ralph M. Brown Act (Government Code Sections 54950 et seq.) requires that the City Council conduct business in open, public, and noticed meetings. Prior to the COVID-19 pandemic, all City Council meetings were held in person only and there were no options for remote public participation, including remote public comment. During the pandemic, the use of software was enabled to allow for remote public participation, including remote public comment.

DISCUSSION

Currently the public may provide feedback to the City Council in the following ways:

- Emailing the City Council with comments prior to the meeting. These comments are included in the official record of the meeting and are received by the City Council as they are submitted.
- Attend meetings in person and provide verbal comments.

In March 2024, the City Clerk collected survey data to other public agencies throughout California, to determine whether remote public participation during public meetings was utilized in those agencies. 83 agencies responded and the results are as follows:

- 10 agencies allow a hybrid format with limitations.
- 26 agencies allow remote public comments.
- 47 agencies discontinued remote public comments.

Whether in person or remote, members of the public may participate from anywhere in the world and are not required to live in the City of Los Altos to speak on any item on the agenda, or on items not on the agenda. Applicable law would not allow the City to impose restrictions upon remote participants, such as residency restrictions or restrictions on speech made during public comment periods.

POLICY QUESTIONS FOR COUNCIL

1. Does the City Council want to allow remote public comments during Council meetings or to discontinue the practice?
2. If remote public comment is allowed, does the City Council wish to place any restrictions on time allotted for individuals making comments or move this agenda item to a different place/order on the agenda?

ATTACHMENTS

1. Remote Participation Survey

Remote Participation Survey of Local Agencies

Agency	Current Remote Participation Status	Notes
City of Alameda	Hybrid with limitations	Remote public comments allowed on agenda items only. Non-agendized remote public comment not allowed.
City of Albany	Hybrid with limitations	
City of Antioch	Discontinued Remote Public Comment	
City of Arcadia	Allowing remote public comments	Members of the public who wish to speak remotely must email the City Clerk prior to the meeting to obtain the Zoom details; this is not posted on the public agenda.
City of Berkeley	Allowing remote public comments	
City of Brentwood	Hybrid with limitations	Remote public comments allowed on agenda items only. Non-agendized remote public comment not allowed.
City of Calabasas	Discontinued Remote Public Comment	
City of Carmel-by-the-Sea	Allowing remote public comments	
City of Ceres	Discontinued Remote Public Comment	
City of Claremont	Discontinued Remote Public Comment	
City of Concord	Discontinued Remote Public Comment	
County of Contra Costa	Temporarily Discontinued Remote Public Comment	
City of Danville	Discontinued Remote Public Comment	
City of Dublin	Allowing remote public comments	
City of Eastvale	Never allowed remote public comments; never went hybrid	
City of El Cerrito	Discontinued Remote Public Comment	
El Dorado County Board of Supervisors	Allowing remote public comments	
City of Fremont	Discontinued Remote Public Comment	
City of Galt	Discontinued Remote Public Comment	
City of Gilroy	Discontinued Remote Public Comment	
City of Half Moon Bay	Allowing remote public comments	
City of Hayward	Hybrid with limitations	
City of Healdsburg	Temporarily Discontinued Remote Public Comment	
City of Hermosa Beach	Allowing remote public comments	
City of Irwindale	Temporarily Discontinued Remote Public Comment	
City of Isleton	Discontinued Remote Public Comment	
City of Lafayette	Allowing remote public comments	
City of Larkspur	Discontinued Remote Public Comment	

Remote Participation Survey of Local Agencies

City of Livermore	Discontinued Remote Public Comment	
City of Los Gatos	Allowing remote public comments	Was zoombombed in March 2024
City of Malibu	Temporarily Discontinued Remote Public Comment	May become a permanent discontinuation
City of Martinez	Allowing remote public comments	
City of Milpitas	Temporarily Discontinued Remote Public Comment	
City of Modesto	Discontinued Remote Public Comment	
City of Monterey	Allowing remote public comments	Ongoing Council discussion due to numerous incidents of zoombombings
City of Monte Sereno	Allowing remote public comments	Council is considering permanently discontinuing remote public comments
City of Moorpark	Discontinued Remote Public Comment	
City of Morgan Hill	Discontinued Remote Public Comment	
City of Mountain View	Allowing remote public comments	
City of Newark	Discontinued Remote Public Comment	
City of Novato	Discontinued Remote Public Comment	
City of Oakland	Allowing remote public comments	
City of Oakley	Discontinued Remote Public Comment	
City of Orinda	Discontinued Remote Public Comment	
City of Pacific Grove	Discontinued Remote Public Comment	
City of Pacifica	Hybrid with limitations	Council is considering permanently discontinuing remote public comments
Palm Springs Administrative Appeals Board	Temporarily Discontinued Remote Public Comment	
City of Palo Alto	Discontinued Remote Public Comment	
Palo Alto Unified School District Board	Temporarily Discontinued Remote Public Comment	
City of Piedmont	Hybrid with limitations	
City of Pinole	Hybrid with limitations	
City of Pittsburg	Discontinued Remote Public Comment	
City of Pleasanton	Discontinued Remote Public Comment	Public Comment only if Council Member is Remote
Town of Portola Valley	Allowing remote public comments	Council is considering permanently discontinuing remote public comments
City of Redwood City	Discontinued Remote Public Comment	
City of Richmond	Allowing remote public comments	
City of Sacramento	Discontinued Remote Public Comment	
City of San Bernardino	Discontinued Remote Public Comment	

Remote Participation Survey of Local Agencies

City of San Carlos	Allowing remote public comments	
City of San Diego	Allowing remote public comments	
San Francisco Board of Supervisors	Discontinued Remote Public Comment	
City of San Jose	Allowing remote public comments	
City of San Leandro	Hybrid with limitations	
City of San Mateo	Allowing remote public comments	
City of San Ramon	Discontinued Remote Public Comment	
City of Santa Clara	Allowing remote public comments	
City of Santa Rosa	Discontinued Remote Public Comment	
Santa Rosa City Schools Board	Discontinued Remote Public Comment	
City of Saratoga	Allowing remote public comments	Reorganized agenda so public comment on items not on agenda is at the end of meeting.
City of Seaside	Allowing remote public comments	
City of Sebastopol	Hybrid with limitations	Council is considering permanently discontinuing remote public comments
City of Solvang	Hybrid with limitations	Council is considering permanently discontinuing remote public comments
City of Sonoma	Discontinued Remote Public Comment	
Sonoma County Board of Supervisors	Discontinued Remote Public Comment	
City of South San Francisco	Discontinued Remote Public Comment	
City of Sunnyvale	Allowing remote public comments	
City of Tiburon	Discontinued Remote Public Comment	
City of Union City	Discontinued Remote Public Comment	
City of Vallejo	Allowing remote public comments	
City of Ventura	Allowing remote public comments	
City of Walnut Creek	Discontinued Remote Public Comment	
City of Watsonville	Temporarily Discontinued Remote Public Comment	
City of Windsor	Discontinued Remote Public Comment	



City of Los Altos 2024 Tentative Council Agenda Calendar
MAY 28, 2024

Closed Session: TBD

Study Session (6:00 p.m.): Discussion on CIPs

SPECIAL ITEMS:

- Proclamation Recognizing Historical Preservation Award

CONSENT:

- Animal Control Services (Pets in Need)
- Adopt SB9 Ordinance

DISCUSSION:

- Award of Non-Profit and Community Grants
- Adopt Resolution with Intent to Transition to District-Based Elections
- Special Events Sponsorship

PUBLIC HEARING:

- Adoption of Dev Impact Fee Nexus Study

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.



City of Los Altos 2024 Tentative Council Agenda Calendar
JUNE 11, 2024

Closed Session: TBD
Study Session: TBD

SPECIAL ITEMS:

CONSENT:

- Award the Annual Street Resurfacing Project
- Award the Structural Reach Replacement Project WW-01002
- Award the Sanitary Sewer Video Inspection Project WW-01011
- Adoption of a Resolution – Weed Abatement
- Adopt a Resolution for El Camino Real Maintenance Agreement

DISCUSSION:

- Introduce Public Arts Ordinance

PUBLIC HEARING:

- Adoption of Development Impact Fees Resolution
- Adoption of 24/25 Budget
- Adopt Resolution No. 2024-__ approving the Report of Sewer Service Charges for Fiscal Year 2024-2025 and directing the Filing of Charges for Collection by the County Tax Collector

Remaining 2024 City Council agenda calendar items are pending and will be published at a later date.

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.

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	IN-PROGRESS
Program 6.G: Housing mobility	Allow more than one JADU (at least two per site)		with ADU Ordinance Update	IN-PROGRESS
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 Manager	March 31, 2023		COMPLETED
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	COMPLETED
Program 1.H: Facilitate housing on City-owned sites.	Financial Analysis	July 1, 2023	December 31, 2023	IN-PROGRESS
Program 3.D: Evaluate and adjust impact fees.		August 1, 2023	December 31, 2024	IN-PROGRESS
Program 1.H: Facilitate housing on City-owned sites.	Release RFP	December 31, 2023		DEVELOPING RFI/RFP
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	ONGOING
Program 2.B: Establish an affordable housing in-lieu fee and commercial linkage fee.	Housing in-lieu fee.		December 31, 2023	COMPLETED
Program 2.F: Water and Sewer Service Providers.			December 31, 2023	COMPLETED
Program 3.B: Modify building height in mixed-use zoning districts.	Downtown Districts		December 31, 2023	COMPLETED

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	COMPLETED
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	COMPLETED
Program 4.D: Allow transitional and supportive housing consistent with State law.			December 31, 2023	COMPLETED
Program 4.E: Allow employee/farmworker housing consistent with State law.			December 31, 2023	COMPLETED
Program 4.F: Reasonably accommodate disabled persons' housing needs.			December 31, 2023	COMPLETED
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	COMPLETED
Program 1.G: Rezone housing sites from previous Housing Elements.			January 31, 2024	COMPLETED
Program 3.G: Amend Conditional Use Permits findings applicable to housing developments.			March 31, 2024	COMPLETED
Program 3.I: Allow residential care facilities consistent with State law.			January 31, 2024	COMPLETED
Program 3.J: Explicitly allow manufactured homes consistent with State law.			January 31, 2024	COMPLETED
Program 3.F: Reduce Conditional Use Permit requirement for residential mixed-use and multi-family.			September 31, 2024	COMPLETED
Program 1.B: Facilitate higher density housing in the Commercial Thoroughfare (CT) District.			January 31, 2024	COMPLETED

Program 1.C: Allow housing in the Office Administrative (OA) District.			January 31, 2024	COMPLETED
Program 1.E: Update the Loyola Corners Specific Plan.			January 31, 2024	COMPLETED
Program 2.D: Encourage and streamline Accessory Dwelling Units (ADUs).	Adopt-Permit Ready ADU Plans		December 31, 2024	IN-PROGRESS
Program 3.A: Prepare a Downtown parking plan and update citywide parking requirements.	Downtown Parking Plan		December 31, 2024	IN-PROGRESS
Program 3.A: Prepare a Downtown parking plan and update citywide parking requirements.	Comprehensive Parking Ordinance Update		December 31, 2024	COMPLETED
Program 3.B: Modify building height in mixed-use zoning districts.	Neighborhood (CN) District		December 31, 2024	COMPLETED
Program 3.C: Remove floor-to-area ratio (FAR) restriction at Rancho Shopping Center and Woodland Plaza.			December 31, 2024	COMPLETED
Program 3.M: Modify parking requirements for emergency shelters consistent with State law.			December 31, 2024	COMPLETED
Program 2.B: Establish an affordable housing in-lieu fee and commercial linkage fee.	Commercial linkage fee.	December 31, 2025		IN-PROGRESS
Program 1.D: Allow housing on certain Public and Community Facilities District sites and facilitate housing on religious institution properties.			December 31, 2025	
Program 6.G: Housing mobility	Allow housing on all religious sites within the City		December 31, 2025	
Program 1.F: Rezone Village Court parcel.			January 31, 2024	COMPLETED
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	COMPLETED
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	ONGOING
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	