



CITY COUNCIL MEETING AGENDA

7:00 PM - Tuesday, June 11, 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/84080988466?pwd=tWuDERVX81tgE57IDdQONK7bmkaR5P.1>

Telephone: 1-669-444-9171 / Webinar ID: 840 8098 8466 / Passcode: 777901

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

Introduction of Police Chief Saskia Lagergren

Issue Proclamation Recognizing June 19, 2024 as Juneteenth

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.

06-11-2024 Written Public Comments

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 Special and Regular Meeting Minutes of May 28, 2024
- 2.** Award the Base Bid and Add Alternate Bid No. 1 for the Sanitary Sewer Video Inspection, Project WW-01011 to APS Environmental, Inc. in the amount of \$303,396.76 and authorize the City Manager to execute a contract in the amount of \$303,396.76 and up to 15% contingency funds not-to-exceed \$45,509.51 on behalf of the City and find the Council's action exempt from review under CEQA pursuant to CEQA guidelines Section 15301, and that none of the circumstances in CEQA Guidelines Section 15300.2 applies
- 3.** Award the Total Bid for the Structural Reach Replacement, Project WW-01002 to C2R Engineering, Inc. in the amount of \$658,760.00 and authorize the City Manager to execute a

contract in the amount of \$658,760.00 and up to 15% contingency in the amount not-to-exceed \$98,814 on behalf of the City, and find the action exempt from review under CEQA pursuant to CEQA guidelines Section 15301, and that none of the circumstances in CEQA Guidelines Section 15300.2 applies

4. Authorize City Manager to execute Amendment No. 2 to Professional Services Agreement for Sewer Rate Structure Analysis with NBS Government Finance Group, dba NBS; find that the approval of Amendment No. 2 is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15273 (Rates, Tolls, Fares, and Charges), and 15306 (Information Collection)
5. Adopt 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).
6. Enter into a maintenance agreement with the California Department of Transportation (Caltrans) to maintain Class IIB bicycle lane along El Camino Real within the City limits, and find that the Council’s action exempt from review under CEQA pursuant to CEQA Guidelines Section 15301 and that none of the circumstances under Section 15300.2 apply
7. Approve a five-year agreement for Animal Control and Sheltering Services with the City of Palo Alto
8. Authorize the City Manager to execute the Memorandum of Understanding between the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee (TAC) member jurisdictions establishing ongoing management and operation of the edible food recovery program to comply with the requirements of SB 1383 (California’s Short-Lived Climate Pollutant Reduction Strategy) and finding it exempt from California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15273(a)
9. Approve Resolution Authorizing Application to and Participation in the HCD Prohousing Designation Program
10. Appoint the Senior Commission recommended representative to be on the Sourcewise advisory council
11. Approve the formation of a Subcommittee of the City Council for the City Manager’s Performance Review
12. Approve the 2024 Youth Commission Interview Subcommittee’s appointment recommendations to the Los Altos Youth Commission for FY2024/25
13. Adopt a Resolution authorizing the application to the Director of Industrial Relations for a Certificate of Consent to self-insure Workers’ Compensation liabilities

PUBLIC HEARINGS

- 14. Annual Hearing of Sewer Service Rates:** Conduct a Public Hearing regarding the Report of Sewer Charges to be collected on the Fiscal Year 2024/25 Tax Roll; waive all objections and protests; adopt a Resolution approving the Report of Sewer Service Charge for the Fiscal Year 2024/25 and directing the Filing of Charges for Collection by the County Tax Collector; and find that the adoption of the resolution is exempt from review under CEQA pursuant to CEQA Guidelines Section 15273
- 15.** Hold a Public Hearing and adopt Resolutions approving the Appropriations Limit; FY24-25 Fee Schedule; FY24-25 Salary Schedule; FY24-25 Utility User Tax; FY24-25 Transient Occupancy Tax; FY24-25 Operating Budget; and, FY24-29 CIMPP
- 16.** Hold a Public hearing and Introduce an Ordinance for Development Impact Fee and In-Lieu Fee Regulations and Resolution setting the Development Impact Fee and In-Lieu Fees for FY2024/2025.

DISCUSSION ITEMS

- 17.** Implement measures that would support parklet applicants as they transition to the permanent program

INFORMATIONAL ITEMS ONLY

There will be no discussion or action on Informational Items

- 18.** 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, MAY 28, 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 5:40 p.m.

ESTABLISH QUORUM:

All Councilmembers were present and in person during the meeting.

DISCUSSION ITEM(S)

1. Receive presentation on Council Priorities and Capital Improvement and Major Maintenance Program.

Gabriel Engeland, City Manager, presented the report.

There were no public speakers regarding the item.

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 June 11, 2024.

Jonathan D. Weinberg
Mayor

Melissa Thurman, MMC
City Clerk

The May 28, 2024 City Council Special 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, MAY 28, 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 7:00 p.m.

ESTABLISH QUORUM – All Councilmembers were present.

PLEDGE OF ALLEGIANCE – Neysa Fligor, Councilmember, led the Pledge of Allegiance.

REPORT ON CLOSED SESSION

There was no reportable action taken for the Closed Session meeting of May 28, 2024 at 4:45 p.m.

CHANGES TO THE ORDER OF THE AGENDA

There were no changes to the order of the agenda.

SPECIAL ITEM

Issue Proclamation Recognizing Historical Preservation Award

Jonathan D. Weinberg, Mayor, presented the proclamation to **Liz Nyberg, City of Los Altos Historic Preservation Award Recipient**.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following members of the public spoke during Public Comment:

- Patricia
- Susan Bassi

CONSENT CALENDAR

Lynette Lee Eng, Councilmember, requested to pull Item 2 for discussion.

Jonathan D. Weinberg, Mayor, moved Item 2 of the Consent Calendar to the end of the Discussion Items section of the agenda.

Motion by Dailey and Second by Fligor to approve Item 1 of the Consent Calendar. **Motion carried unanimously by roll call vote.**

1. Approve Draft Meeting Minutes for the Regular Meeting of May 14, 2024

PUBLIC HEARINGS

3. 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)

Stephanie Williams, Deputy Director of Development Services, presented the report.

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 Meadows and Second by Fligor to 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). **Motion carried 4-1 by roll call vote with Councilmember Lee Eng opposed.**

Motion by Meadows and Second by Fligor to 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). **Motion carried 4-1 by roll call vote with Councilmember Lee Eng opposed.**

4. Adopt a Resolution of the City Council of the City of Los Altos Adopting a Nexus Study for Development Impact Fees in Compliance with Assembly Bill 602 (AB 602) and find that this action is exempt from environmental review pursuant to Section 15273 of the State Guidelines implementing the California Environmental Quality Act of 1970

Nick Zornes, Assistant City Manager for Land Use, presented the report.

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 Fligor and Second by Dailey to adopt a Resolution of the City Council of the City of Los Altos Adopting a Nexus Study for Development Impact Fees in Compliance with Assembly Bill 602 (AB 602) and find that this action is exempt from environmental review pursuant to

Section 15273 of the State Guidelines implementing the California Environmental Quality Act of 1970. **Motion carried unanimously by roll call vote.**

DISCUSSION ITEMS

5. Review non-profit and civic organization contribution applications and direct staff to incorporate funding into the budget for FY24-25

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

The following members of the public spoke regarding the item:

- Susan Bassi
- Patricia
- Karen Zucker
- Art Whipple
- Maddy McBirney
- Margaret Petros
- Freddie Wheeler
- Jeanine Valadez

The City Council took a recess at 9:11 p.m.

The City Council reconvened at 9:21 p.m.

The City Council took the following actions regarding funding for civic organization contribution applications for the Fiscal Year 2024-25 Budget:

- Directed a grant of \$10,000 to Arts Los Altos
 - Directed staff to meet with Resilient Los Altos and incorporate their request into the Operating Budget for emergency preparedness
 - Did not issue grants to any other non-profit applicants
6. Adopt a Resolution Declaring Intent to Transition from an At-Large Election System to a District-Based Election System Pursuant to California Elections Code Section 10010, with the Transition Taking Effect at the November 2026 and 2028 Elections

Melissa Thurman, City Clerk, and Kimon Manolius, Outside Legal Counsel, presented the report.

The following members of the public spoke regarding the item:

- Christopher Roat
- Freddie Wheeler
- Jeanine Valadez

Motion by Weinberg and Second by Meadows to Adopt a Resolution Declaring Intent to Transition from an At-Large Election System to a District-Based Election System Pursuant to California Elections Code Section 10010, amending the proposed resolution to eliminate Paragraph 7 in the “Now Therefore” section, with the Transition Taking Effect at the November 2026 and 2028 Elections. **Motion carried unanimously by roll call vote.**

2. Adopt a Resolution in Support of Childcare for All

This item was moved from the Consent Calendar.

Lynette Lee Eng, Councilmember, explained why she requested to pull the item for discussion.

Sally Meadows, Councilmember, recommended the following amendment to the resolution:

- Removing the word “all” from the title of the Resolution, as well as in the first item in the “Now Therefore” section

Motion by Meadows and Second by Lee Eng to adopt a resolution in Support of Childcare for All. **Motion carried unanimously by roll call vote.**

INFORMATIONAL ITEMS ONLY

There will be no discussion or action on Informational Items

7. Tentative Council Calendar and Housing Element Update Implementation Calendar
8. Memo on the County of Santa Clara Weed Abatement Program

COUNCIL/STAFF REPORTS AND DIRECTIONS ON FUTURE AGENDA ITEMS

- **Jonathan D. Weinberg, Mayor** – Requested future agenda items:
 - Formation of a Subcommittee to conduct the City Manager’s Performance Review (*Supported by Fligor and Meadows*)
 - Discussion item on how the city can assist businesses in the Parklet Program (*Supported by Fligor and Dailey*)
 - Direct staff to conduct an internal investigation on an allegation of accusation of bias of the commission process (*Supported by Fligor and Dailey*)
- **Neysa Fligor, Councilmember** – Requested future agenda items:
 - Discussion item regarding a childcare program (*Supported by Weinberg*)
 - Consent item to adopt a policy that Council should not involve themselves in foreign policy (*Supported by Weinberg and Lee Eng*)
- **Lynette Lee Eng, Councilmember** – Requested future agenda items:
 - City Attorney Annual Review (*No support*)
 - Discussion item on the scope of the Parks, Arts, Recreation & Cultural Commission (*No support*)
 - Discussion item on remote public participation (*No support*)

ADJOURNMENT – The regular meeting adjourned at 11:45 p.m.

The meeting minutes were prepared by Melissa Thurman, City Clerk, for approval at the regular meeting of June 11, 2024.

Jonathan D. Weinberg
Mayor

Melissa Thurman, MMC
City Clerk

The May 28, 2024 City Council 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: June 11, 2024

Initiated By: City Council, CIP Project WW-01011

Prepared By: Thanh Nguyen, Senior Civil Engineer

Approved By: Gabriel Engeland, City Manager

Subject: Award the Base Bid and Add Alternate Bid No. 1 for the Sanitary Sewer Video Inspection, Project WW-01011 to APS Environmental, Inc. in the amount of \$303,396.76 and authorize the City Manager to execute a contract in the amount of \$303,396.76 and up to 15% contingency funds not-to-exceed \$45,509.51 on behalf of the City and find the Council’s action exempt from review under CEQA pursuant to CEQA guidelines Section 15301, and that none of the circumstances in CEQA Guidelines Section 15300.2 applies

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Award the Base Bid and Add Alternate Bid No. 1 for the Sanitary Sewer Video Inspection, Project WW-01011 to APS Environmental, Inc. in the amount of \$303,396.76 and authorize the City Manager to execute a contract in the amount of \$303,396.76 and up to 15% contingency funds not-to-exceed \$45,509.51 on behalf of the City and find the Council’s action exempt from review under CEQA pursuant to CEQA guidelines Section 15301, and that none of the circumstances in CEQA Guidelines Section 15300.2 applies

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

Based on the low responsive and responsible bid, the estimated project costs are as follows. Any remaining project funds will be rolled over into the next year’s CIP project for Sanitary Sewer Video Inspection.

Project Item	Project Budget
Design	NA (in house)
Construction	\$303,396.76
Inspection and testing services	\$10,000.00

Printing/Environmental Doc/Misc.	\$3,000.00
Construction contingency (15%)	\$45,509.51
Estimated Total Cost	\$361,906.27
WW-01011 Available Funds Total	\$495,669.41

ENVIRONMENTAL REVIEW

The acceptance of the work is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b), involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public sewerage involving negligible or no expansion of existing or former use, and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies.

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

On April 25, 2024, a total of six (6) bids were opened for CIP Project WW-01011. The bid results are included as Attachment 2. The project consists of performing cleaning and television inspection of an approximate total quantity of 116,964 linear feet of various sanitary sewer lines ranging in size from 6 inches to 24 inches. The scope of work includes cleaning and television inspection of approximate 108,242 linear feet from the Base Bid and approximate 8,722 linear feet from the Add Alternate Bid No. 1. The locations of these inspections are at various locations throughout the central part of Los Altos.

It is recommended to award the Base Bid and Add Alternate Bid No. 1 to APS Environmental, Inc., which was determined to be the lowest responsible, responsive bid in the amount of \$303,396.76 for the total bid. The determination of the lowest bid was based upon the total bid, which includes the Base Bid and Add Alternate Bid No. 1.

APS Environmental, Inc., has no deficiencies against its General Contractor’s license. No open violations for APS Environmental, Inc. are listed in the Federal Government’s Occupational Safety and Health Administration (OSHA) database. The Company has been in business for twenty-one years and has satisfactorily completed similar projects for the City of Eureka, the City of St. Helena, the City of San Miguel Wastewater Treatment Plan, and the City of Willows.

ATTACHMENTS

- 1. Resolution
- 2. Bid Summary for Sanitary Sewer Video Inspection, Project WW-01011

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH APS ENVIRONMENTAL, INC. FOR SANITARY SEWER VIDEO INSPECTION, PROJECT WW-01011 IN AN AMOUNT NOT-TO-EXCEED \$303,396.76 AND UP TO 15% CONTINGENCY FUNDS NOT-TO-EXCEED \$45,509.51

WHEREAS, the project, which consists of performing cleaning and television inspection of an approximate total quantity of 116,964 linear feet of various sanitary sewer lines ranging in size from 6 inches to 24 inches; and

WHEREAS, APS Environmental, Inc. was the lowest responsible, responsive bidder for the Project; and

WHEREAS, the project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b), involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public sewerage involving negligible or no expansion of existing or former use, and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies.

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

1. Authorizes the City Manager to execute a Construction Contract in an amount not-to-exceed \$309,936.76 and up to 15% contingency funds not-to-exceed \$45,509.51 to perform the Sanitary Sewer Video Inspection, Project WW-01011.
2. Authorizes the City Manager to take such further actions as may be necessary to implement the foregoing 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 11th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Johnathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC CITY CLERK



**Public Works Department
 One North San Antonio Road
 Los Altos, California 94022-3087
 Tel: (650) 947-2780
 Fax (650) 947-2732**

BID RESULTS

Project Name:
 Sanitary Sewer Video Inspection Project, WW01011

Bid Opening Date:
 April 25, 2024

CONTRACTOR	TOTAL BASE BID	TOTAL ADD ALT NO. 1	TOTAL BID
APS Environmental, Inc.	\$281,346.78	\$22,589.98	\$303,936.76
Able Construction	\$360,962.30	\$27,474.30	\$388,426.60
99 North Construction & Plumbing	\$393,197.00	\$31,776.00	\$424,973.00
MBR Plumbing, LLC.	\$408,508.45	\$31,797.77	\$440,306.22
CCSI	\$449,660.79	\$31,969.32	\$481,630.11
PPSI	\$841,073.00	\$56,693.00	\$897,766.00



City Council Agenda Report

Meeting Date: June 11, 2024

Initiated By: City Council, CIP Project WW-01002

Prepared By: Thanh Nguyen, Senior Civil Engineer

Approved By: Gabriel Engeland, City Manager

Subject: Award the Total Bid for the Structural Reach Replacement, Project WW-01002 to C2R Engineering, Inc. in the amount of \$658,760.00 and authorize the City Manager to execute a contract in the amount of \$658,760.00 and up to 15% contingency in the amount not-to-exceed \$98,814 on behalf of the City, and find the action exempt from review under CEQA pursuant to CEQA guidelines Section 15301, and that none of the circumstances in CEQA Guidelines Section 15300.2 applies

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Award the Total Bid for the Structural Reach Replacement, Project WW-01002 to C2R Engineering, Inc. in the amount of \$658,760.00 and authorize the City Manager to execute a contract in the amount of \$658,760.00 and up to 15% contingency in the amount not-to-exceed \$98,814 on behalf of the City, and find the action exempt from review under CEQA pursuant to CEQA guidelines Section 15301, and that none of the circumstances in CEQA Guidelines Section 15300.2 applies

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

Based on the low responsive and responsible bid, the estimated project costs are as follows.

Project Item	Project Budget
Design	\$194,231
Construction	\$658,760
Inspection and testing services	\$84,824
Printing/Environmental Doc/Misc.	\$3,000

Construction contingency (15%)	\$98,814
Estimated Total Cost	\$1,039,629
WW-01002 Available Funds Total	\$ 2,502,967

ENVIRONMENTAL REVIEW

The acceptance of the work is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b), involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public sewerage involving negligible or no expansion of existing or former use, and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies.

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

On April 30, 2024, a total of three (3) bids were opened for CIP Project WW-01002. The bid results are included in the Bid Summary as Attachment 2. The project consists of replacement of eight sewer segments that range in size from 6 to 8 inches in diameter. The pipes are owned by the City of Los Altos, but they are located within the unincorporated area of Santa Clara County. These lines will be replaced with 8-inch HDPE pipe, and where feasible, will be replaced using trenchless methods.

It is recommended to award the Total Bid to C2R Engineering, Inc., which was determined to be the lowest responsible, responsive bid in the amount of \$658,760 for the total bid. The determination of the lowest bid was based upon the total bid.

C2R Engineering, Inc., has no deficiencies against its General Contractor’s license. No open violations for C2R Engineering, Inc. are listed in the Federal Government’s Occupational Safety and Health Administration (OSHA) database. The Company has been in business since 2014 and has satisfactorily completed similar projects for the City of Los Altos, City of Mountain View, Town of Los Altos Hills, and other local agencies.

ATTACHMENTS

- 1. Resolution
- 2. Bid Summary for Structural Reach Replacement, Project WW-01002

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH C2R ENGINEERING, INC. FOR STRUCTURAL REACH REPLACEMENT, PROJECT WW-01002 IN AN AMOUNT NOT-TO-EXCEED \$658,760 AND UP TO 15% CONTINGENCY FUNDS NOT-TO-EXCEED \$98,814

WHEREAS, the project, which consists of replacement of eight sewer segments that range in size from 6 to 8 inches in diameter and are located within the unincorporated area of Santa Clara County; and

WHEREAS, C2R Engineering, Inc. was the lowest responsible, responsive bidder for the Project; and

WHEREAS, the project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b), involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public sewerage involving negligible or no expansion of existing or former use, and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies.

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

1. Authorizes the City Manager to execute a Construction Contract in an amount not-to-exceed \$658,760 and up to 15% contingency funds not-to-exceed \$98,814 to perform the Structural Reach Replacement, Project WW-01002.
2. Authorizes the City Manager to take such further actions as may be necessary to implement the foregoing 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 11th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Johnathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC CITY CLERK



**Public Works Department
One North San Antonio Road
Los Altos, California 94022-3087
Tel: (650) 947-2780
Fax (650) 947-2732**

BID SUMMARY

Project Name:
Structural Replacement Project, WW01002

Bid Opening Date:
April 30, 2024

CONTRACTOR	TOTAL BASE BID	TOTAL BID
C2R Engineering, Inc.	\$658,760.00	\$658,760.00
Express Plumbing	\$751,320.00	\$751,320.00
Buhler Commercial	\$1,175,727.00	\$1,175,727.00



City Council Agenda Report

Meeting Date: June 11, 2024

Initiated By: City Council

Prepared By: Thanh Nguyen, Senior Civil Engineer

Approved By: Aida Fairman, Public Works Director

Subject: Authorize City Manager to execute Amendment No. 2 to Professional Services Agreement for Sewer Rate Structure Analysis with NBS Government Finance Group, dba NBS; find that the approval of Amendment No. 2 is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15273 (Rates, Tolls, Fares, and Charges), and 15306 (Information Collection).

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement on behalf of the City with NBS in the amount of \$11,550.09 for a Sewer Rate Structure Analysis, Administration of Proposition 218 Process for FY 2024-28, and Annual Administration of the City of Los Altos’ Sewer Service Charge for FY 2023-24

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

Amendment No. 2 in the amount not-to-exceed \$11,550.09 with a total contract in the amount not-to-exceed \$117,005.09.

The following action will cost \$11,550.09 for the consultant’s services for the Annual Administration of the City of Los Altos’ Sewer Service Charge for FY 2023-24.

- Breakdown of funds to be used:
 - o \$11,550.09 from Sewer Fund
- Amount already included in the approved budget: N
 - Total budget requested is \$11,550.09

- The proposed Amendment No. 2 requires authorization by Council since it will cause the total contract value to exceed the \$105,478 limit that was set by City Council at the April 12, 2022, meeting.

ENVIRONMENTAL REVIEW

The acceptance of the work is categorically exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15273 (Rates, Tolls, Fares, and Charges), and 15306 (Information Collection).

PREVIOUS COUNCIL CONSIDERATION

April 12, 2022

DISCUSSION/ANALYSIS

On May 13, 2022, the City entered into a Professional Services Agreement in the amount of \$100,455 with NBS for Sewer Rate Structure Analysis. NBS provided assistance to the City for the following services, which include but not limited to:

- The City of Los Altos performed a Sewer Rate Analysis and goes through the Proposition 218 process in FY 2022-23 to establish the annual sewer service charge rate for the next five years (FY 2023-24 through FY 2027-28).

On December 14, 2022, the City executed Amendment No. 1 in the amount of \$5,000 with NBS for an additional scope of work to cover the Public Engagement and Outreach Services for the City of Los Altos’ Sewer Services Charge. The total contract after the execution of Amendment No. 1 is \$105,455.00.

This Amendment No. 2 is requested to provide additional funds for the Annual Sewer Service Charge Mailer for the Notice of Sewer Adjustment FY24-25. The services covered the cost of printing the mailers and the cost of postage. The amount of the Amendment No. 2 is a not-to-exceed amount of \$11,550.09, which brings the final total contract amount to \$117,005.09.

ATTACHMENT

1. Resolution 2024-_____

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR SEWER RATE STRUCTURE ANALYSIS WITH NBS GOVERNMENT FINANCE GROUP (NBS) IN THE AMOUNT NOT-TO-EXCEED \$11,550.09

WHEREAS, the project, which consists of Sewer Rate Structure Analysis, Administration of Proposition 218 Process for FY 2024-28, and Annual Administration of the City of Los Altos’ Sewer Service Charge for FY 2023-24; and

WHEREAS, the Professional Services Agreement was executed with NBS, who was the consultant that provides the services to the City of Los Altos for the project; and

WHEREAS, the project is categorically exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15273 (Rates, Tolls, Fares, and Charges), and 15306 (Information Collection).

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

1. Authorizes the City Manager to execute Amendment No. 2 to the Professional Services Agreement in an amount not-to-exceed \$11,550.09 to perform the professional services related to the sewer service charges with NBS.
2. Authorizes the City Manager to take such further actions as may be necessary to implement the foregoing 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 11th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Johnathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC CITY CLERK



City Council Agenda Report

Meeting Date: June 11, 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

Adopt 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).

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.

PREVIOUS COUNCIL CONSIDERATION

May 14, 2024 and May 28, 2024.

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.

City Council Public Hearing – May 14, 2024

On May 14, 2024, the Council considered the Planning Commission’s recommendation and Draft Ordinance and directed staff to make the following modifications and return for consideration.

- Section 14.64.020.F (Eligibility) – Include trusts in the list of entities for which SB9 cannot be utilized.
- Section 14.64.040 (Lot Frontage Width and Design) – Remove reference to minimizing site disturbance and tree removal.
- Section 14.64.070 (Rental Term) – Include the definition of short-term rental.
- Section 14.64.080 (Maximum Number of Units) – Allow two junior accessory dwelling units per development which are not counted towards the 4 unit maximum.
- Section 14.64.090 (Objective Development Standards) – Remove a Floor Area Ratio (FAR) standard.

City Council Public Hearing – May 28, 2024

On May 28, 2024, the Council introduced the amended Draft Ordinance with the requested modifications and moved to approve the Ordinance by a 4-1 vote.

ATTACHMENTS

- 1. Draft Ordinance and Appendix A (Chapter 14.74)

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 introducing an Ordinance adding Chapter 14.64 to Title 14 (Zoning) of the Los Altos Municipal Code with amended SB9 regulations. Council requested modifications to the draft regulations and continued the item for consideration and reintroduction of the Ordinance at their next regular meeting; and

WHEREAS, the City Council held a duly noticed public hearing on May 28, 2024 introducing an Ordinance adding Chapter 14.64 to Title 14 (Zoning) of the Los Altos Municipal Code with amended SB9 regulations; 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 28, 2024, and was thereafter, at a regular meeting held on June 11, 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), trusts, 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. 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 used as a short-term rental. Short term rental shall be defined as a use that provides lodging in a dwelling unit for compensation for a period of fewer than thirty (30) consecutive calendar 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) may be allowed for a maximum of four (4) total units (inclusive of primary units and 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 may be allowed for a maximum of two (2) units per resulting lot (inclusive of primary units and accessory dwelling units).
- D. A total of two (2) junior accessory dwelling units are permitted per existing lot or one (1) per lot for lots established through an urban lot split. Junior accessory dwelling units shall not count towards the four (4) unit maximum.

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>None</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. 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.



City Council Agenda Report

Meeting Date: June 11, 2024

Initiated By: Staff

Prepared By: Iqbal Rai, Junior Engineer

Approved By: Steven Son, P.E. CIP Project Manager

Subject: Enter into a maintenance agreement with the California Department of Transportation (Caltrans) to maintain Class IIB bicycle lane along El Camino Real within the City limits, and find that the Council’s action exempt from review under CEQA pursuant to CEQA Guidelines Section 15301 and that none of the circumstances under Section 15300.2 apply

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Enter into a maintenance agreement with the California Department of Transportation (Caltrans) to maintain Class IIB bicycle lane along El Camino Real within the City limits

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

Does the City Council want to take on the maintenance of the Class IIB bicycle lane along El Camino Real from Caltrans?

FISCAL IMPACT

Exact fiscal impact is unknown at this time. Staff cannot determine the frequency of replacing the delineators that Caltrans will install. At this time, Staff estimated annual maintenance of the bicycle lane to be approximately \$5,000.00 per year. The exact cost will be dependent on the frequency with which vehicles will hit them. The maintenance cost will come from the annual Street Operation appropriation.

ENVIRONMENTAL REVIEW

The agreement that staff requests the City Council to approve consisted of maintenance of Class IIB Buffered Bike Lanes facilities, which are exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301(c).

The maintenance for the Class IIB bicycle lane is considered regular maintenance, so it is Categorically Exempt pursuant to CEQA Section 15301(c) and that none of the circumstances under Section 15300.2 apply.

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

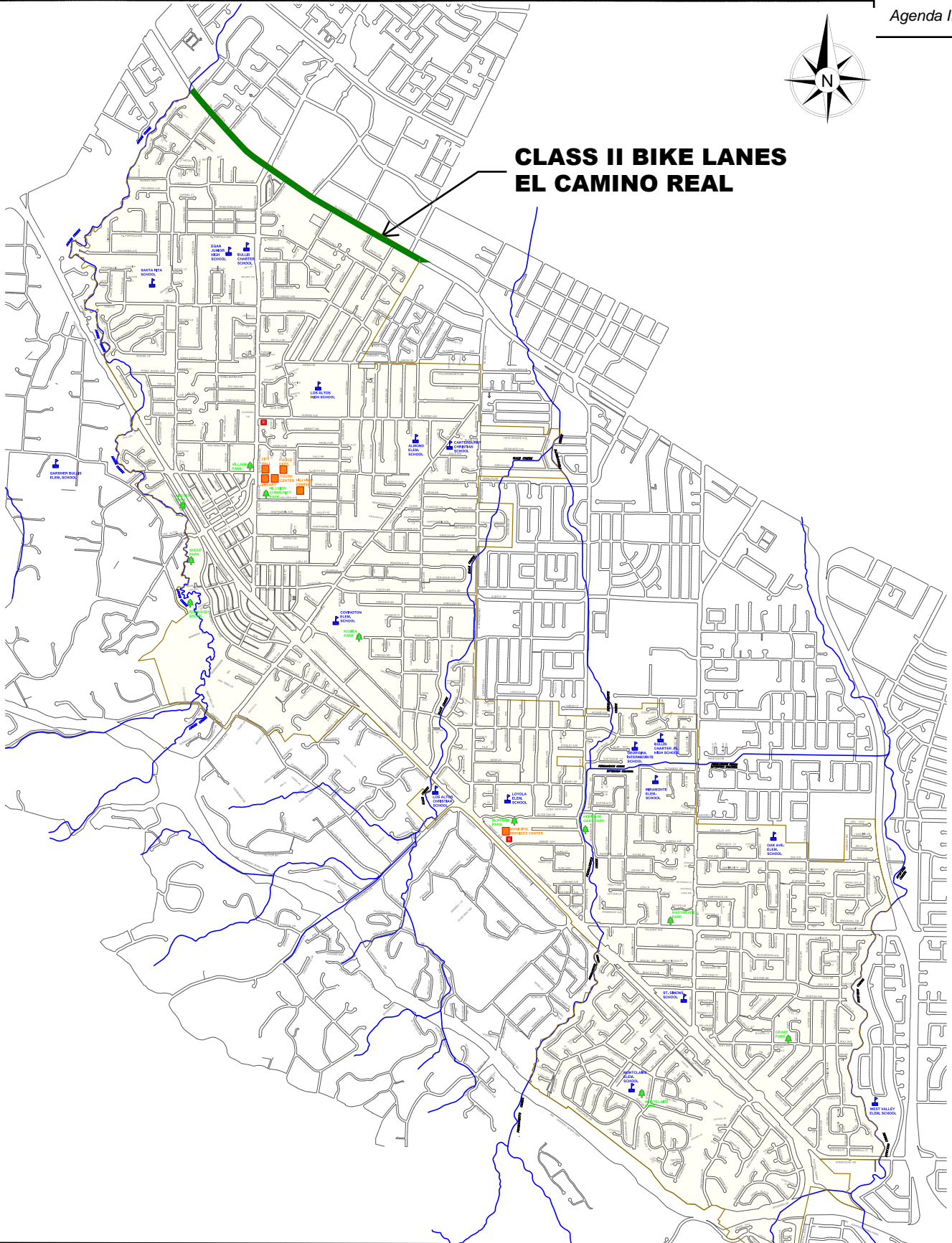
California Transportation Department (Caltrans) will be resurfacing El Camino Real from the City of Palo Alto to the Mountain View boundary. As a part of the El Camino Real Road resurfacing project, Caltrans proposes to install Class IIB Buffered Bicycle Lanes within the City limits. To accommodate Class IIB buffered Bicycle Lanes along El Camino Real, within the City’s limit, Caltrans requested the City adopt a no-parking policy along El Camino Real. On March 22, 2022, the City Council passed resolution 2022-14 to remove all street parking within the city limits along El Camino Real to accommodate Class IIB buffered bicycle lanes. To maintain the Class IIB buffered bicycle lane that will be installed, Caltrans is requesting the City take on the long-term maintenance of the Class IIB bicycle lane. Based on the plans that have been provided, most of the Class IIB buffer will be pavement markers and at several locations, Caltrans will be installing delineators when crossing existing driveways. Staff feel the maintenance of the bicycle lane will be minimal since the majority will be pavement markings. At this time the frequency of delineator replacement is unknown since it will be the frequency of being hit by vehicles. Department is budgeting \$5,000.00 annually for maintenance from Street Operational budget. For this reason, the staff is requesting the Council to authorize the City Manager to enter into a maintenance agreement with Caltrans to maintain the Class IIB bicycle lane along El Camino Real within the City limits.

ATTACHMENTS

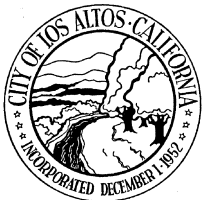
- 1. Project boundary map
- 2. Resolution



**CLASS II BIKE LANES
EL CAMINO REAL**



**VICINITY MAP
PROPOSED BIKE LANES ON EL CAMINO REAL
CITY OF LOS ALTOS**



RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE
AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION
(CALTRANS) FOR CLASS IIB BUFFERED BICYCLE LANES ON EL CAMINO
REAL WITHIN CITY OF LOS ALTOS CITY LIMITS**

WHEREAS, The California Transportation Department (Caltrans) will resurface El Camino Real from the City of Palo Alto to the Mountain View boundary. Caltrans will install Class IIB Buffered Bicycle Lanes within City of Los Altos city limits.

WHEREAS, Caltrans is requesting the City to maintain what will be installed.

WHEREAS, Staff is requesting Council to authorize the City Manager to enter into a maintenance agreement with the California Department of Transportation (Caltrans) to maintain Class IIB bicycle lane along El Camino Real within the City limits.

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

1. Authorizes the City Manager to enter into a maintenance agreement with the California Department of Transportation (Caltrans) to maintain Class IIB bicycle lane along El Camino Real within the City limit.
2. Authorizes the City Manager to take other necessary action associated with the maintenance agreement with Caltrans to maintain Class IIB bicycle lane along El Camino Real within the City limits.

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 11th day of June 2024 by the following vote:

AYES:

Resolution No. 2024-_____

NOES:
ABSENT:
ABSTAIN:

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK



City Council Agenda Report

Meeting Date: 6/11/24
Initiated By: Joseph Ledoux
Prepared By: Katie Krauss
Approved By: Gabe England

Subject: Animal Control and Sheltering Services Agreement

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Approve a five-year agreement for Animal Control and Sheltering Services with the City of Palo Alto.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

Does the City Council wish to approve the agreement for Animal Control and Sheltering Services with the City of Palo Alto for a period of five years?

FISCAL IMPACT

The annual cost to the City is anticipated to be \$326,000 in Fiscal Year 2025 based on 15.5% of total costs (Fiscal Year 2023 actuals) and is not expected to exceed \$400,000 in any year.

ENVIRONMENTAL REVIEW

Council action on this item is exempt from CEQA review under section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PREVIOUS COUNCIL CONSIDERATION

November 21, 2003; May 27, 2014; June 25, 2019

DISCUSSION/ANALYSIS

The City of Los Altos has been contracting with the City of Palo Alto for Animal Control and Sheltering Services since August of 1997. On November 21, 2003, Council approved entering into a ten-year Animal Control agreement. The agreement allowed for two five-year extensions, so long as it was mutually advantageous for both Cities. The second extension of the agreement

expires on June 30, 2024. Since 2019, animal care and shelter services are provided by Pets in Need through a contract with the City of Palo Alto. Animal Control Services are provided directly by the Palo Alto Police Department/Animal Control Officers.

Historically, the compensation associated with the contracts has been based on an annual percentage of animals handled by Palo Alto for each partner agency (Los Altos and Los Altos Hills). Under this cost structure, Los Altos is responsible for 11.3% and Los Altos Hills is responsible for 4% of animal care and animal control costs. This percentage was derived from an average percentage of animals handled by Palo Alto over a ten-year period and Palo Alto's total costs for animal control and shelter services. Los Altos has been responsible for \$148,000 and Los Altos Hills has been responsible for \$51,000 annually, based on the average of the previous three fiscal years.

Agreements with Los Altos and Los Altos Hills will terminate on June 30, 2024 and have been reevaluated for scope and cost of services. The new agreement reflects a similar scope to the current agreement with an adjusted compensation model. To provide assurance to all parties that the partner agencies are paying for animals handled in their jurisdictions only, the agreement will shift from an average percentage-based model to actual program costs (animal care and animal control). The actual program costs will be derived from the number of animals handled in each jurisdiction as compared to all animals handled each fiscal year.

Prior to Pets in Need (PIN) operating the Animal Shelter, the City was responsible for licensing of animals and remitted the associated revenue from licenses from Los Altos and Los Altos Hills animals back to those agencies. With the City of Palo Alto taking back the function of animal licensing, which was done by PIN during the five-year term (2019-2024) of the contract with PIN and the City of Palo Alto, revenue from licenses issued in Los Altos will be remitted back to our City.

The Palo Alto City Council approved a new five-year agreement with Pets in Need on March 18, 2024, to provide animal care and sheltering services to the City of Palo Alto, Los Altos and Los Altos Hills at the Palo Alto Animal Shelter. The new agreement with PIN represents increased costs to the City of Palo Alto to operate the shelter. In Fiscal Year 2025, the cost to operate the shelter will be \$1.4 million and animal control costs are estimated to be \$715,000, for a total estimated cost of \$2.1 million. This increase in costs also translates to higher costs for Los Altos and Los Altos Hills. The provision of animal care and control services to Los Altos and Los Altos Hills is expected to result in annual revenue of \$416,000 in FY 2025. This is derived from the anticipated revenue from both agencies less licensing revenue remitted back to each agency. Expected costs to Los Altos and Los Altos Hills in Fiscal Year 2025 are \$326,000 and \$154,000, respectively. Expected revenue from licensing that will go back to Los Altos and Los Altos Hills is \$46,000 and \$18,000, respectively.

ATTACHMENTS

- 1. Agreement for Animal Control and Sheltering Services 07/01/24-06/30/29**
- 2. City of Palo Alto Staff Report 05/06/2024**
- 3. Current Agreement for Animal Control and Sheltering Services 07/01/19-06/30/24**

AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES
BETWEEN THE CITY OF PALO ALTO AND
THE CITY OF LOS ALTOS

Agenda Item # 7.

This Agreement for Animal Control and Sheltering Services is made this 1st day of July, 2024, by and between the City of Palo Alto (“Palo Alto”) and the City of Los Altos (“Agency”).

RECITALS

WHEREAS, animal control and sheltering services are required by California law to be provided by incorporated cities; and

WHEREAS, Palo Alto has an established animal control and shelter operation Palo Alto Animal Control (or “PAAC”); and

WHEREAS, Agency has no current facilities or ability to provide those required animal services, and has requested that Palo Alto provide specified animal control and sheltering services, and animal licensing within the jurisdiction of Agency, and for the citizens of Agency; and

WHEREAS, Palo Alto has the capacity to provide such services to Agency as are hereinafter described, and is willing to do so;

WHEREAS, Palo Alto has engaged Pets In Need, a local non-profit animal services group (“PIN”), to operate the animal shelter; and

NOW, THEREFORE, in consideration of the following covenants, terms, and conditions, the parties agree:

SECTION 1: Term

The term of this agreement shall commence on July 1, 2024 and shall terminate on June 30, 2029, unless sooner terminated or extended by mutual agreement between Palo Alto and the Agency. The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

A. Amendments - Amendments to this Agreement must be in writing and approved by the governing body of Agency and Palo Alto. This is the entire Agreement between the parties and supersedes any prior written or oral agreements.

SECTION 2: Termination by Any Party

If either party fails to perform any duties or obligations imposed by this Agreement and said failure continues for sixty (60) days after written notification by the other, then the non-breaching party may terminate this Agreement immediately after the sixty (60) day period by providing written notice of termination. Either party may terminate this agreement at any time without cause by providing one hundred eighty (180) days written notice of intent to terminate. In any event of termination under this paragraph, Palo Alto shall be paid for all services performed until the date of such termination.

SECTION 3: Advisory Committee

The joint committee shall hereafter be referred to as the Animal Control Task Force (ACTF) consisting of the City Manager of Palo Alto or his designee, the City Manager of Agency or his/her designee, the Superintendent of PAAC, and the City Manager or his/her designee of other cities that contract with Palo Alto to provide animal control and/or sheltering services. The responsibilities of the ACTF shall include but are not limited to:

1. Review existing local animal control ordinances and make recommendations for appropriate changes
2. Assessing licensing program
3. Analyze programmatic complaints by either party or its residents
4. Review revenues and expenditures relating to the program

SECTION 4: Agency Responsibilities

1. Agency hereby designates Palo Alto to perform, on behalf of Agency, all services as agreed to in Exhibit "A" - Scope of Services of this Agreement.
2. Agency hereby designates Palo Alto responsible for its dog license fee collection, including the issuance of administrative citations for municipal code violations. City will remit all license fees to Agency.
3. Agency agrees not to adopt fees inconsistent with Palo Alto's schedule for animal related fees during the term of the agreement.
4. Agency shall implement its own locally enacted provisions for administrative remedies with respect to impoundment, nuisance abatement of dangerous animals and other similar circumstances; provided, however, that Palo Alto will assist and respond when requested by Agency, as set forth in Exhibit "A" of this Agreement.
5. Agency agrees that it will remain responsible for arranging and conducting hearings under its Dangerous Animal Ordinances, including but not limited to, providing Hearing Officers and a location for such hearings. Alternatively, Agency may request Palo Alto to provide Hearing Officers and a location for such hearings, and Palo Alto may provide as such upon mutual agreement and resource availability. The cost of these hearings shall be borne by the animal owner; however, in the event Agency is unable to collect these costs from the animal owner; Agency shall be responsible for these costs.

6. Agency agrees that it shall remain solely responsible for the defense of any appeal of any decision rendered by the Hearing Officer or from any Court judgment based on claims, actions or appeals resulting from Dangerous Animal designations made under Agency's Ordinances.
7. Agency agrees to honor any dangerous animal designation issued by another partner agency and enforce its laws accordingly.
8. Agency agrees to provide assistance upon request of Palo Alto's Animal Control Officers within Agency's jurisdiction.
9. Agency shall be primarily responsible for the investigation and appropriate enforcement action to be taken in substantiated cases of animal cruelty, abuse, etc., under Section 597.1 of the California Penal Code.
10. Agency reports shall include description of the animal, location it was found, reporting party information and any other relevant information that would assist Palo Alto's Animal Control Officers with the disposition of the animal. The report shall be provided to Palo Alto's Animal Control Officers staff at pick up. If the animal is released from Agency, the report shall be sent to Palo Alto's Animal Control Officers by the end of the work day.
11. As unanticipated events occur in Agency cities, PAAC may be required to contract with outside vendors to provide services that are above and beyond the scope of services and/or the capabilities of PAAC personnel. After consultation and agreement of services with Agency, Agency will be responsible for the cost of vendor services.

SECTION 5: Compensation

1. The purpose of this Section is to equitably divide the actual costs of providing animal control and sheltering services to Agency. The costs to provide these services are based on the actual program costs for the Palo Alto Animal Shelter and Animal Control Services Division each fiscal year.
2. Agency agrees to pay Palo Alto under the following payment schedule:
 - a. August 1 – Palo Alto will provide Agency with cost for previous fiscal year. Payments are due to Palo Alto by September 15 of each year.

Payments shall be sent to:
 Director of Community Services
 1305 Middlefield Road
 Palo Alto, CA 94301
3. Agency agrees to pay its percentage of actual program costs for the Palo Alto Animal Shelter and Animal Control Services Divisions each fiscal year. The City of Palo Alto will provide the Agency with the **actual** percentage to be invoiced for the previous fiscal year (July 1st - June 30th) by August 1st of each year.
 Agency's payment for service is based on 1) Agency's proportionate use of shelter services over the period listed above and 2) Palo Alto's total costs for animal control and

shelter services. The annual cost to the Agency is anticipated to be \$326,000 in Year 2025 based on 15.5% of total costs (Fiscal Year 2023 actuals) and is not expected to exceed \$400,000 in any year.

4. PIN will retain all boarding and impound fees. Palo Alto will retain impound fees (in some situations), quarantine, penalty, and miscellaneous fees.
5. Any payments not received on or before the due date shall accrue interest between the due date and date of receipt. Interest shall be based on the prevailing rate of return earned by Palo Alto’s investments during that period.
6. In the event of early termination of this Agreement, in accordance with Section 2 of the Agreement, Palo Alto shall bill Agency a proportional amount of the quarterly payment that covers the quarter during which such termination is effective.
7. Any unforeseen changes in State requirements relating to the care and housing of animals shall be the fiscal responsibility of Agency once implemented by Palo Alto based on Agency’s animals handled.

SECTION 6: Indemnification and Hold Harmless

Agency expressly agrees to indemnify and hold harmless Palo Alto, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Agency’s negligent or willful misconduct in the performance of this Agreement.

Palo Alto expressly agrees to indemnify and hold harmless Agency, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Palo Alto’s negligent or willful misconduct in the performance of this Agreement.

SECTION 7: Notices

All notices shall be submitted, in writing, and sent by the United States Mail, certified and postage prepaid, by private express delivery service, by facsimile transmission followed by delivery of hard copy, or by any other process mutually acceptable to the parties to the addresses stated below or to any other address noticed in writing.

Palo Alto: City of Palo Alto
Director of Community Services
1305 Middlefield Road
Palo Alto, CA 94301

Agency: City of Los Altos
Police Chief
1 North San Antonio Road
Los Altos, CA 94022

SECTION 8: Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any changes resulting in Program modifications shall be provided in writing by Palo Alto to Agency and must be agreed upon and accepted by Agency as soon as legislative bodies enact any new or modified regulations regarding animals, their care and housing.
2. Palo Alto shall not be deemed in default on account of any delay or failure to perform any obligations in accordance with Agency laws, the laws of the State of California, the Palo Alto Municipal Code, and the terms of this Agreement, which directly results from an Act of God, including, without limitation, the act of a superior legal authority or an occurrence of nature.
3. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement shall remain in effect.
4. The prevailing party in any action brought to enforce the terms of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

IN WITNESS WHEREOF, the parties have executed this Agreement in Palo Alto, County of Santa Clara, California, on the date first above stated.

CITY OF PALO ALTO

CITY OF LOS ALTOS

DocuSigned by:
Ed Shihada
 F2DCA19CC8D4F0...

 City Manager

 City Manager

ATTEST:

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:
Tim Shimizu
 23DECA072A0E483...

 Deputy City Attorney

 City Attorney

ATTACHMENT: **EXHIBIT "A"** SCOPE OF SERVICES

EXHIBIT "A" Scope of Services

Palo Alto shall provide animal control and sheltering services to Agency as set forth in this Exhibit and in compliance with all related applicable laws of the State of California. Field Services will be provided seven (7) days a week as follows:

Field Services: 9 hours per day

Shelter Services: PIN's business hours shall be a minimum of six (6) days per week and forty (40) hours per week. PIN shall post the public hours on its website, and inform Palo Alto and Contract Cities in writing of any change in hours. Shelter shall be closed on designated holidays.

SECTION 1: Agency Assist

Palo Alto Animal Control Officer (ACO) while on his/her regular duty shift will:

- Respond to reports of dangerous, aggressive, vicious, and/or attacking animals (domestic or wild).
- Rescue animals in immediate distress.
- Assist Agency staff in the active investigation of animal cruelty, abuse, or neglect incidents. Agency will be responsible for all criminal filings.
- Investigate reports of animal on animal attacks.
- Assist Agency by investigating all excess number of animal and leash law complaints.

If Agency takes enforcement action surrounding an animal violation, Agency may request assistance of ACO to impound animal(s) and provide appropriate care at PAAC during the administrative process.

Agency designates ACO as "Animal Control Officer" as defined in Los Altos Municipal Code Title 5, "Animals" Chapter 5.04 ("Chapter 1"). ACO will serve as primary enforcement of Chapter 5 during Regular Hours and will respond according to availability and severity of the incident. Agency will provide enforcement during other times.

SECTION 2: Field Impound

- ACO will impound animals under special custody situations in accordance with PAAC's Protective Custody Policy, which would include owner arrest, hospitalization, fire, etc. Agency staff will provide PAAC staff with owner information before the end of Agency staff shift if known to Agency staff.

- Confined, stray domestic animals (including those in rented PAAC/PIN humane traps) shall be picked up during regular hours from both citizens and the Agency.

SECTION 3: Stray Animals

- ACO will respond to reports of, and impound at large or confined, stray animals during regular hours when the owner is not present.
- ACO will pick up and dispose of reported dead stray animals during regular hours.
- Residents from Agency's jurisdiction may bring stray animals to PIN during regular business hours. After hours, animals may be taken to the holding area at Palo Alto Police Department. The following day, ACO will pick up and transport to the shelter for care and housing.
- Stray animals located in Agency's jurisdiction that are taken to the shelter shall be provided care and housing. A lost and found log will be maintained at shelter in an attempt to reunite animals with owners.

SECTION 4: Disposition of Stray or Surrendered Animals

- At the conclusion of any required holding period, stray or surrendered animals may either be placed for adoption or humanely euthanized at PAAC's or PIN's discretion. All animals placed for adoption shall be spayed or neutered, micro-chipped and vaccinated prior to placement.

SECTION 5: Surrenders

- Residents from Agency's jurisdiction may surrender their animal(s) during regular business hours at PIN without an appointment. Residents must provide proof of residency and picture identification at the time of the surrender.
- PAAC provides disposal service for owned, dead animals for a service fee. If owner requests animal to be picked up from their home, there will be an additional fee charged to the animal owner. This service is provided during regular business hours at PAAC and pursuant to the City of Palo Alto's Municipal Fee Schedule

SECTION 6: Bites/Quarantine

- ACO will investigate all animal bite to human incidents, and quarantine or rabies test

the biting animal when required. When a dog on human bite occurs during regular hours or is in progress, ACO will respond and direct the quarantine process per California Health and Safety Code 121575 et seq. ACO will provide a report documenting the quarantine, witness statements and the action of the animal. PAAC will provide the report to the Agency upon request. Agency will be responsible for all criminal filings. For after hour incidents that are not in progress, the Agency will take an initial report and provide PAAC with a copy of the report by the end of the shift.

- PAAC shall provide for the control of rabies through quarantine and testing consistent with the provisions of California Health and Safety Code 121575 et seq. PAAC shall be responsible for filing the Annual report of Local Rabies Control Activities and Statement of Enforcement with the California State Department of Health Services.
- Animal bite on human incidents reported by medical personnel will be accepted and documented by an ACO. PAAC will notify Agency of relevant jurisdiction of the incident for evaluation of criminal filing.
- PIN shall provide one “actual” at cost rabies vaccination clinic in accordance with State law.

SECTION 7: Animal Licensing

- PAAC shall issue and maintain a dog licensing program for Agency including issuing Administrative Citations for licensing violations.
- Dog licenses will be processed at PAAC, by mail, and/or online. PAAC and PIN shall provide the licensing applications to residents.
- PAAC will mail reminder notices prior to the expiration of the dog license.
- Microchip implantation and information will be available at PIN for a fee and a database will be maintained.

SECTION 8: Veterinary Care

- Veterinary care for sick or injured stray animals will be provided.
- The City of Palo Alto shall oversee all animal health, hygiene, and nutritional needs of the animals under the care of PIN.

SECTION 9: Wildlife

- ACO will respond to and assess reports of sick, injured, or orphaned wildlife. If impound is necessary, PAAC may euthanize or request PIN arrange for the animals transport to the nearest wildlife rehab center.
- Nuisance wildlife calls will be referred to Santa Clara County Vector Control or to a private pest control company. No service provided by ACOs.
- ACO will assess and may respond to complaints of wildlife presenting a threat to human safety and take appropriate action. Agency will assist upon request from ACO.
- ACO will pick up dead wildlife on public streets/land weighing up to 50 pounds. For animals over 50 pounds, PAAC may contact a designated rendering company for removal. Removal of dead wildlife on private property should be referred to the designated rendering company and associated costs will be the responsibility of the resident

Certificate Of Completion

Envelope Id: 09786ED89535473095366B9277038CFC	Status: Completed
Subject: Complete with DocuSign: Animal Control and Sheltering Services, City of Los Altos July 2024.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cayla Koga
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Cayla.Koga@CityofPaloAlto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original	Holder: Cayla Koga	Location: DocuSign
5/8/2024 9:36:09 AM	Cayla.Koga@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Tim Shimizu
 Tim.shimizu@cityofpaloalto.org
 Assistant City Attorney
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Tim Shimizu
23DECA072A0E483...

Signature Adoption: Pre-selected Style
 Using IP Address: 75.104.68.125
 Signed using mobile

Timestamp

Sent: 5/8/2024 9:36:52 AM
 Viewed: 5/8/2024 9:37:45 AM
 Signed: 5/8/2024 9:38:16 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ed Shikada
 Ed.Shikada@cityofpaloalto.org
 Ed Shikada
 City of Palo Alto
 Security Level: Email, Account Authentication (None)

DocuSigned by:

Ed Shikada
F2DCA19CCC8D4F9...

Signature Adoption: Pre-selected Style
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 Signed: 5/8/2024 10:21:12 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	5/8/2024 10:21:12 AM
Completed	Security Checked	5/8/2024 10:21:12 AM

Payment Events

Status

Timestamps



City Council Staff Report

From: City Manager
Report Type: CONSENT CALENDAR
Lead Department: Community Services

Meeting Date: May 6, 2024
Report #:2403-2827

TITLE

Approval of Contracts with the City of Los Altos and Town of Los Altos Hills to Provide Regional Animal Care and Control Services; (CEQA status – not a project.)

RECOMMENDATION

Staff recommends the City Council approve and authorize the City Manager to execute regional animal care and control services contracts with the City of Los Altos and Town of Los Altos Hills for a period of five years effective July 1, 2024 through June 30, 2029.

BACKGROUND

The City of Palo Alto (City) provides animal care and control services to the City of Los Altos and the Town of Los Altos Hills. The existing regional animal care and control contracts with Los Altos and Los Altos Hills were originally signed in 2004 and extended for two additional five-year terms. The current contracts expire on June 30, 2024. Since 2019, animal care and shelter services are provided by Pets in Need through a contract with the City. Animal control services are provided directly by the Palo Alto Police Department.

Historically, the compensation associated with the contracts has been based on an annual percentage of animals handled by Palo Alto for each partner agency. Under this cost structure, Los Altos is responsible for 11.3% and Los Altos Hills is responsible for 4% of animal care and animal control costs. This percentage was derived from an average percentage of animals handled by Palo Alto over a ten-year period and Palo Alto’s total costs for animal control and shelter services. Los Altos has been responsible for \$148,000 and Los Altos Hills has been responsible for \$51,000 annually, based on the average of the previous three fiscal years.

ANALYSIS

Agreements with Los Altos and Los Altos Hills will terminate on June 30, 2024 and have been re-evaluated for scope and cost of services. The new agreements (Attachments A and B) reflect a similar scope to the current agreement with an adjusted compensation model. To provide assurance to all parties that the partner agencies are paying for animals handled in their jurisdictions only, the agreement will shift from an average percentage-based model to actual

program costs (animal care and animal control). The actual program costs will be derived from the number of animals handled in each jurisdiction as compared to all animals handled each fiscal year.

Prior to Pets in Need (PIN) operating the Animal Shelter, the City was responsible for licensing of animals and remitted the associated revenue from licenses from Los Altos and Los Altos Hills animals back to those agencies. With the City taking back the function of animal licensing, which was done by PIN during the five-year term (2019-2024) of the contract with PIN and the City, revenue from licenses issued in Los Altos and Los Altos Hills will be remitted back to those agencies.

FISCAL/RESOURCE IMPACT

The City Council approved a new five-year agreement with Pets in Need on March 18, 2024, to provide animal care and sheltering services to the City of Palo Alto, Los Altos and Los Altos Hills at the Palo Alto Animal Shelter. The new agreement with PIN represents increased costs to the City to operate the shelter. In Fiscal Year 2025, the cost to operate the shelter will be \$1.4 million and animal control costs are estimated to be \$715,000, for a total estimated cost of \$2.1 million. This increase in costs also translates to higher costs for Los Altos and Los Altos Hills.

The provision of animal care and control services to Los Altos and Los Altos Hills is expected to result in annual revenue of \$416,000 in FY 2025. This is derived from the anticipated revenue from both agencies less licensing revenue remitted back to each agency. Expected costs to Los Altos and Los Altos Hills in Fiscal Year 2025 are \$326,000 and \$154,000, respectively. Expected revenue from licensing that will go back to Los Altos and Los Altos Hills is \$46,000 and \$18,000, respectively. The FY 2025 Proposed Operating Budget includes \$218,000 in revenue from both cities. The net impact will be an increase of \$198,000 in revenue from both cities, after factoring in the returned licensing revenue. Staff will bring forward budget adjustments to the FY25 Proposed Budget during the Amendments to Proposed phase.

Animal control services provided to Los Altos and Los Altos Hills are accomplished with existing staff resources and no additional staff is allocated to specifically serve Los Altos and Los Altos Hills.

STAKEHOLDER ENGAGEMENT

Staff from the Palo Alto Police Department and Community Services Department worked with representatives from Los Altos and Los Altos Hills on the development of the agreements. Following City Council approval, staff from both partner agencies will recommend approval to their respective Councils.

ENVIRONMENTAL REVIEW

Council action on this item is exempt from CEQA review under section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the activity in question may have a significant effort on the environment.

ATTACHMENTS

Attachment A: Contract between City of Palo Alto and City of Los Altos for Animal Care and Control Services.

Attachment B: Contract between City of Palo Alto and Town of Los Altos Hills for Animal Care and Control Services.

APPROVED BY:

Kristen O'Kane, Community Services Director

Workflow Report For Item #2403-2827

Department: Community Services **Division:** Division N/A

This report indicates who this report will be routed to according to the set workflow at the time it was created. If you need additional review, please use the peer review function. To check the current status of the report, please search for the item in Tasks.

Workflow Step	Assigned User(s)
Originator	Kristen O'Kane
Division Manager Review	Robert Gonzalez
Department Head Review	Kristen O'Kane
Purchasing Manager Review	Albert Lujan
Department Budget Manager Review	Rene Escobar-Mena
ASD Review	Christine Paras
Legal Review	Tim Shimizu
Department Head Review (Second)	Kristen O'Kane
ACM Review	Kiely Nose
CM Review	Ed Shikada
Department Head Review (Third)	Kristen O'Kane
Clerk Review (Final)	Mahealani Ah Yun
Approve Item On Agenda	Automated Step

AMENDED AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES
BETWEEN THE CITY OF PALO ALTO AND THE CITY OF LOS ALTOS

This Agreement for Animal Control and Sheltering Services is made this 1st day of July, 2019, by and between the City of Palo Alto (“Palo Alto”) and the City of Los Altos (“Agency”).

RECITALS

WHEREAS, animal control and sheltering services are required by California law to be provided by incorporated cities; and

WHEREAS, Palo Alto has an established animal control and shelter operation Palo Alto Animal Shelter (or “PAAS”); and

WHEREAS, Agency has no current facilities or ability to provide those required animal services, and has requested that Palo Alto provide specified animal control and sheltering services, and animal licensing within the jurisdiction of Agency, and for the citizens of Agency; and

WHEREAS, Palo Alto has the capacity to provide such services to Agency as are hereinafter described, and is willing to do so;

WHEREAS, Palo Alto has engaged Pets In Need, a local non-profit animal services group (“PIN”), to operate PAAS; and

NOW, THEREFORE, in consideration of the following covenants, terms, and conditions, the parties agree:

SECTION 1: Term

The term of this agreement shall commence on July 1, 2019 and shall terminate on June 30, 2024, unless sooner terminated or extended by mutual agreement between Palo Alto and the Agency. The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

A. Amendments - Amendments to this Agreement must be in writing and approved by the governing body of Agency and Palo Alto. This is the entire Agreement between the parties and supersedes any prior written or oral agreements.

SECTION 2: Termination by Any Party

If either party fails to perform any duties or obligations imposed by this Agreement and said failure continues for sixty (60) days after written notification by the other, then the non-breaching party may terminate this Agreement immediately after the sixty (60) day period by providing written notice of termination. Either party may terminate this agreement at any time without cause by providing one hundred eighty (180) days written notice of intent to terminate. In any event of termination under this paragraph, Palo Alto shall be paid for all services performed until the date of such termination.

SECTION 3: Advisory Committee

The joint committee shall hereafter be referred to as the Animal Control Task Force (ACTF) consisting of the City Manager of Palo Alto or his designee, the City Manager of Agency or his/her designee, the Superintendent of PAAS, and the City Manager or his/her designee of other cities that contract with Palo Alto to provide animal control and/or sheltering services. The responsibilities of the ACTF shall include but are not limited to:

1. Review existing local animal control ordinances and make recommendations for appropriate changes
2. Assessing licensing program
3. Analyze programmatic complaints by either party or its residents
4. Review revenues and expenditures relating to the program

SECTION 4: Agency Responsibilities

1. Agency hereby designates Palo Alto to perform, on behalf of Agency, all services as agreed to in Exhibit "A" - Scope of Services of this Agreement.
2. Agency hereby designates Palo Alto responsible for its dog license fee collection, including the issuance of licensing administrative citations.
3. Agency agrees not to adopt fees inconsistent with Palo Alto's schedule for animal related fees during the term of the agreement.
4. Agency shall implement its own locally enacted provisions for administrative remedies with respect to impoundment, nuisance abatement of dangerous animals and other similar circumstances; provided, however, that Palo Alto will assist and respond when requested by Agency, as set forth in Exhibit "A" of this Agreement.
5. Agency agrees that it will remain responsible for arranging and conducting hearings under its Dangerous Animal Ordinances, including but not limited to, providing Hearing Officers and a location for such hearings. Alternatively, Agency may request Palo Alto to provide Hearing Officers and a location for such hearings, and Palo Alto may provide as such upon mutual agreement and resource availability. The cost of these hearings shall be borne by the animal owner; however, in the event Agency is unable to collect these costs from the animal owner; Agency shall be responsible for these costs.

6. Agency agrees that it shall remain solely responsible for the defense of any appeal or decision rendered by the Hearing Officer or from any Court judgment based on claims, actions or appeals resulting from Dangerous Animal designations made under Agency's Ordinances.
7. Agency agrees to provide assistance upon request of Palo Alto's Animal Control Officers within Agency's jurisdiction.
8. Agency shall be primarily responsible for the investigation and appropriate enforcement action to be taken in substantiated cases of animal cruelty, abuse, etc., under Section 597 of the California Penal Code.
9. Agency shall maintain a safe, clean, and sanitary environment for temporarily holding animals at the Agency's designated area. Agency reports shall include description of the animal, location it was found, reporting party information and any other relevant information that would assist Palo Alto's Animal Control Officers with the disposition of the animal. The report shall be provided to Palo Alto's Animal Control Officers staff at pick up. If the animal is released from Agency, the report shall be sent to Palo Alto's Animal Control Officers by the end of the work day.
10. As unanticipated events occur in Agency cities, PAAS may be required to contract with outside vendors to provide services that are above and beyond the scope of services and/or the capabilities of PAAS personnel. After consultation and agreement of services with Agency, Agency will be responsible for the cost of vendor services.

SECTION 5: Compensation

1. The purpose of this Section is to equitably divide the actual costs of providing animal control and sheltering services to Agency. The costs to provide these services are based on the actual program costs for the Palo Alto Animal Shelter and Animal Control Services Division each fiscal year.
2. Agency agrees to pay Palo Alto under the following payment schedule:
 - a. April 1 of current fiscal year – Palo Alto will provide Agency with cost estimate for following fiscal year
 - b. November 1 – Palo Alto will provide Agency with an invoice for the current fiscal year adjusted by any variance in prior year budget to actuals. Payments are due to Palo Alto by December 15 of each year.

Payments shall be sent to:
 Director of Community Services
 1305 Middlefield Road
 Palo Alto, CA 94301

3. Agency agrees to pay 11.4% of actual program costs for the Palo Alto Animal Shelter and Animal Control Services Divisions each fiscal year.

The percentage paid under this agreement is derived from the average percentage of animals handled by Palo Alto for Agency from FY 2009 – FY 2018. Agency's payment for service is based on 1) Agency's proportionate use of shelter services over the period

listed above and 2) Palo Alto’s total costs for animal control and shelter services

4. Palo Alto will retain all boarding, impound, dog licensing and penalty fees. In previous years, Agency retained revenues from dog licensing fees collected for Agency by Palo Alto; under this Agreement, Pets In Need will be retaining Agency’s dog licensing fees to fund its administrative costs.
5. Any payments not received on or before the due date shall accrue interest between the due date and date of receipt. Interest shall be based on the prevailing rate of return earned by Palo Alto’s investments during that period.
6. In the event of early termination of this Agreement, in accordance with Section 2 of the Agreement, Palo Alto shall bill Agency a prorata amount of the quarterly payment that covers the quarter during which such termination is effective.
7. For any animal(s) required to be housed at PAAS over ninety (90) calendar days, Agency will be assessed a daily charge of \$20 per animal plus any expenses necessary to care for the animal(s), commencing the ninety-first (91) day of impoundment.
8. Any unforeseen changes in State requirements relating to the care and housing of animals shall be the fiscal responsibility of Agency once implemented by Palo Alto based on Agency’s animals handled.

SECTION 6: Indemnification and Hold Harmless

Agency expressly agrees to indemnify and hold harmless Palo Alto, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Agency’s negligent or willful misconduct in the performance of this Agreement.

Palo Alto expressly agrees to indemnify and hold harmless Agency, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Palo Alto’s negligent or willful misconduct in the performance of this Agreement.

SECTION 7: Notices

All notices shall be submitted, in writing, and sent by the United States Mail, certified and postage prepaid, by private express delivery service, by facsimile transmission followed by delivery of hard copy, or by any other process mutually acceptable to the parties to the addresses stated below or to any other address noticed in writing.

Palo Alto: City of Palo Alto
 Director of Community Services
 1305 Middlefield Road
 Palo Alto, CA 94301

Agency: City of Los Altos
 Police Chief

1 North San Antonio Road
Los Altos, CA 94022


SECTION 8: Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any changes resulting in Program modifications shall be provided in writing by Palo Alto to Agency and must be agreed upon and accepted by Agency as soon as legislative bodies enact any new or modified regulations regarding animals, their care and housing.
2. Palo Alto shall not be deemed in default on account of any delay or failure to perform any obligations in accordance with Agency laws, the laws of the State of California, the Palo Alto Municipal Code, and the terms of this Agreement, which directly results from an Act of God, including, without limitation, the act of a superior legal authority or an occurrence of nature.
3. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement shall remain in effect.
4. The prevailing party in any action brought to enforce the terms of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

IN WITNESS WHEREOF, the parties have executed this Agreement in Palo Alto, County of Santa Clara, California, on the date first above stated.

CITY OF PALO ALTO

CITY OF LOS ALTOS

DocuSigned by:

CDDCA19CCCBDFE9

 City Manager

DocuSigned by:

C65682291C8E47B


 City Manager

ATTEST:

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:

23DFCA072A0E4E3

 Deputy City Attorney

 City Attorney

ATTACHMENTS:
EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT “A” Scope of Services

Palo Alto shall provide animal control and sheltering services to Agency as set forth in this Exhibit and in compliance with all related applicable laws of the State of California. Field Services will be provided seven (7) days a week as follows:

Regular hours 8:00am – 5:00pm

On-Call hours 5:00pm – 8:00am

Public Shelter hours shall be a minimum of six (6) days per week and forty (40) hours per week. PIN shall post the public hours on its website, and inform Palo Alto and Contract Cities in writing of any change in hours. Shelter shall be closed on designated holidays.

SECTION 1: Agency Assist

- Palo Alto Animal Control Officer (ACO) will assist Agency with the control of dangerous, aggressive, vicious, and/or attacking animals (domestic or wild).
- ACO will assist Agency staff in the rescue of dogs or cats in immediate distress.
- ACO will assist Agency to capture unattended, stray dogs when conditions are safe to do so.
- ACO will assist Agency staff in the active investigation of animal cruelty, abuse, or neglect incidents. Agency will be responsible for all criminal filings.
- Upon request by Agency staff, ACO will assist in the investigation of animal on animal attacks.
- If Agency takes enforcement action surrounding an animal violation, Agency may request assistance of ACO to impound animal(s) and provide appropriate care at PAAS during the administrative process.
- PAAS on-duty ACO's will assist Agency by investigating all excess number of animal complaints.
- ACO will serve as primary enforcement of Title 5 (“Animals”) of the Los Altos Municipal Code during Regular Hours and will respond according to availability and severity of the incident. Agency will provide enforcement during other times.

SECTION 2: Field Impound

- ACO will impound animals under special custody situations which would include owner arrest, hospitalization, fire, etc. Agency staff will provide ACO/PAAS staff with owner information before the end of Agency staff shift if known to Agency staff.

- Confined, stray domestic animals (including those in rented PAAS humane box traps) shall be picked up during regular hours from both citizens and the Agency.

SECTION 3: Stray Animals

- ACO will impound confined, stray animals during regular hours when the owner is not present.
- ACO will pick up and dispose of reported dead stray animals during regular hours.
- Residents from Agency's jurisdiction may bring stray animals to PAAS during regular business hours. After hours, animals may be taken to the holding area at Palo Alto Police Department. The following day, ACO will pick up and transport to the shelter for care and housing.
- Stray animals located in Agency's jurisdiction that are taken to the shelter shall be provided care and housing. A lost and found log will be maintained at shelter in an attempt to reunite animals with owners.

SECTION 4: Disposition of Stray or Surrendered Animals

- At the conclusion of any required holding period, stray or surrendered animals may either be placed for adoption or humanely euthanized at PAAS' discretion. All animals placed for adoption shall be spayed or neutered, micro-chipped and vaccinated prior to placement.

SECTION 5: Surrenders

- Residents from Agency's jurisdiction may surrender their animal(s) during regular business hours at PAAS. Residents must provide proof of residency and picture identification at the time of the surrender.
- PAAS provides disposal service for owned, dead animals for a service fee. If owner requests animal to be picked up from their home, there will be an additional fee charged to the animal owner. This service is provided during regular business hours at PAAS.

SECTION 6: Bites/Quarantine

- ACO will assist Agency staff with all animal bite on human incidents. When a dog on human bite occurs during regular hours or is in progress, ACO will respond and direct the quarantine process per California Health and Safety Code 121575 et seq. ACO will provide a report documenting the quarantine, witness

statements and the action of the animal. PAAS will provide the report to the Agency. Agency will be responsible for all criminal filings. For after hour incidents that are not in progress, the Agency will take an initial report and provide PAAS with a copy of the report by the end of the shift.

- PAAS shall provide for the control of rabies through quarantine and testing consistent with the provisions of California Health and Safety Code 121575 et seq. PAAS shall be responsible for filing the Annual report of Local Rabies Control Activities and Statement of Enforcement with the California State Department of Health Services.
- Animal bite on human incidents reported by medical personnel will be accepted and documented by an ACO. PAAS will notify Agency of relevant jurisdiction of the incident for evaluation of criminal filing.
- PAAS shall provide one “actual” at cost rabies vaccination clinic in accordance with State law.

SECTION 7: Animal Licensing

- PAAS shall issue and maintain a dog licensing program for Agency including issuing Administrative Citations for licensing violations.
- Dog licenses will be processed at PAAS, by mail, and/or online. PAAS shall provide the licensing applications to residents.
- PAAS will mail reminder notices prior to the expiration of the dog license.
- Cat identification tags will be available at PAAS and a database will be maintained.
- Microchip implantation and information will be available at PAAS for a fee and a database will be maintained.

SECTION 8: Veterinary Care

- Veterinary care for sick or injured stray animals will be provided.
 - The PAAS Veterinarian shall oversee all animal health, hygiene, and nutritional needs of the animals under the care of PAAS.
-

SECTION 9: Wildlife

- ACO will transport and asses sick/injured wildlife. Under the direction of the City Veterinarian, animals may be transported to the South Peninsula Emergency Veterinary Clinic during regular hours. On-call response will be for wild mammals only.
- Nuisance wildlife calls will be referred to Santa Clara County Vector Control or to a private pest control company.
- ACO will assess and may respond to complaints of wildlife presenting a threat to human safety and take appropriate action. Agency will assist upon request from ACO.
- ACO will pick up dead wildlife on public streets/land weighing up to 50 pounds. For animals over 50 pounds, Agency may contact a designated rendering company for removal. Removal of dead wildlife on private property should be referred to the designated rendering company and associated costs will be the responsibility of the resident



City Council Agenda Report

Meeting Date: June 11, 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 Memorandum of Understanding between the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee (TAC) member jurisdictions establishing ongoing management and operation of the edible food recovery program to comply with the requirements of SB 1383 (California’s Short-Lived Climate Pollutant Reduction Strategy) 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 City Manager to execute the Memorandum of Understanding between the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee (TAC) member jurisdictions establishing ongoing management and operation of the edible food recovery program to comply with the requirements of SB 1383 (California’s Short-Lived Climate Pollutant Reduction Strategy)

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

None

FISCAL IMPACT

The City of Los Altos will receive allotted non-competitive grant funding from CalRecycle for SB 1383 compliance activities and will use part of that funding for the next two fiscal years to fund the Santa Clara County Food Recovery Program.

Per the MOU, the TAC Administrator will prepare a two-year budget. For FY 2024/25, the City of Los Altos’ contribution will be \$10,446, and for FY 2025/26, it will be \$12,525. The City of Los Altos’ share of \$10,446 is included in the proposed Solid Waste Operating Budget for FY 2024/25. The City will receive a grant from CalRecycle and staff will transfer the funds from the

grant back to the Solid Waste Operating Budget when funds are received. For fiscal years 2026/27 and beyond, unless additional grant funding is made available by CalRecycle, funding will come from the Solid Waste Operating Budget.

ENVIRONMENTAL REVIEW

Approval of the Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Countywide Food Recovery Program is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to 15273(a) in that 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

June, 2013

DISCUSSION/ANALYSIS

In 2016, California Senta Bill 1383 (SB 1383) was chaptered, setting goals to reduce disposal of organic waste in landfills to reduce greenhouse gas emissions and address food insecurity. To avoid the disposal of edible food, in November 2020, the Department of Resources Recycling and Recovery (CalRecycle) developed regulations requiring jurisdictions to establish edible food recovery programs to recover (from certain large generators) the maximum amount of edible food that would otherwise be sent to landfills to feed people in need. The state goal is to reduce the amount of edible food going to landfills by 20%.

As of January 1, 2022, Tier 1 commercial edible food generators were required to arrange food recovery through a written contract or agreement with food recovery organizations or services that collect or accept self-hauled edible food for food recovery.

As of January 1, 2024, Tier 2 commercial edible food generators were required to arrange food recovery through a written contract or agreement with food recovery organizations or services that collect or accept self-hauled edible food for food recovery.

The Santa Clara County Recycling and Waste Reduction Commission Technical Advisory Committee (TAC) entered into an agreement with Joint Venture Silicon Valley (JVSV) to develop and manage the Santa Clara County Food Recovery Program. That countywide program conducts the necessary outreach to the Tier 1 and Tier 2 generators, provides assistance, connects businesses with food recovery organizations, and gathers the required data for reporting back to CalRecycle. In November 2021, the City adopted Ordinance 2021-483, establishing municipal code chapter 6.13 entitled Edible Food Recovery. The model edible food recovery ordinance was developed with flexible language that enables subsequent decisions on items that were not fully developed (i.e., enforcement, funding, and Memorandum of Understanding) when jurisdictions adopted their respective Ordinances in 2021 as required by SB 1383.

Initially, the TAC funded the Countywide Food Recovery Program using its funding from the Solid Waste Planning Fee (SWPF) of \$0.78 per ton disposed of in a landfill. The statewide

efforts to reduce organics in landfills is slowly reducing disposal tonnage, which will result in the decline of the amount collected from the SWPF. The combination of recovering more edible food from the generators, reduced disposal tonnage, and the subsequent decrease in SWPF revenues necessitated a new funding source.

In 2023, a Memorandum of Understanding (MOU) Among Local Public Agencies in Santa Clara County for Food Recovery Program Costs was developed to fund the cost of a countywide edible food recovery program to satisfy SB 1383 requirements for a period of one year. The City of Los Altos, along with many other jurisdictions, used CalRecycle grant funding specifically for SB 1383 compliance to fund this single-year MOU, which was effective from July 1, 2023, to June 30, 2024, and covered the base program jurisdiction contributions, calculated at \$133 per generator applied to the number of generators within the jurisdiction. The City of Los Altos had 41 generators (7 Tier 1 and 34 Tier 2), so the City’s base program contract cost was \$5,453. The City also contributed \$2,344 toward Program enhancements.

In 2022, the TAC determined that the current funding mechanism and organizational structure implemented under the one-year MOU are the most cost-effective and efficient infrastructure for participating jurisdictions to jointly administer and fund the Program. The TAC also determined that an MOU continues to be the most appropriate governance document to memorialize the terms of jurisdiction commitments.

In 2023, the TAC drafted a long-term MOU, effective July 1, 2024. The document and its terms shall remain in effect until the TAC terminates the agreement using the TAC Memorandum of Agreement’s organizational voting structure. The long-term MOU extends the commitment of participating jurisdictions to submit annual voluntary contributions to fund the mandated base program based on the number of generators in each jurisdiction, including, sharing the cost of staff time at the County of Santa Clara as the TAC Fiscal Agent. Jurisdictions may also use the long-term MOU to contribute additional optional funds for Program enhancements that TAC. The TAC will consider and approve annually as part of its annual work plan and budget process. Santa Clara County, as the current Fiscal Agent, will issue invoices to the jurisdictions for their committed amounts, and collected funds will be redirected to the City of Morgan Hill in its capacity as the RWRC TAC Administrator and Contracting Agent annually. The overall Program budget will not increase by more than ten percent (10%) of the prior year’s Program budget without prior approval by the County of Santa Clara Recycling and Waste Reduction Commission during its annual budget approval process.

ATTACHMENTS

- 1. Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Countywide Food Recovery Program
- 2. Exhibit A to Food Recovery Program RWRC MOU

3. Exhibit B Agreement Creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee
4. Exhibit C Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Food Recovery Program Costs for Fiscal Year 2023/2024
5. First Amendment to Agreement Creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee
6. Resolution 2024-_____

**MEMORANDUM OF UNDERSTANDING
AMONG LOCAL PUBLIC AGENCIES
IN SANTA CLARA COUNTY
FOR COUNTYWIDE FOOD RECOVERY PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the cities of Cupertino, a municipal corporation of the state of California; Gilroy, a municipal corporation of the state of California; Los Altos, a municipal corporation of the state of California; Milpitas, a municipal corporation of the state of California; Morgan Hill, a municipal corporation of the state of California; Mountain View, a municipal corporation of the state of California; Palo Alto, a municipal corporation of the state of California; San José, a municipal corporation of the state of California; Santa Clara, a municipal corporation of the state of California; Sunnyvale, a municipal corporation of the state of California; the West Valley Solid Waste Management Authority (on behalf of the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos); the Town of Los Altos Hills, a municipal corporation of the state of California; and the County of Santa Clara, a political subdivision of the State of California; collectively “Parties” or individually as a “Party.”

RECITALS

- A. The signatory Parties are also “PARTIES” to the Memorandum of Agreement (“MOA”) entered into on June 14, 2013 for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee (“TAC”), which is a separate Committee created to assist the County of Santa Clara Recycling and Waste Reduction Commission (“RWRC” or “Commission”) that advances the interests of Party Jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget. The MOA, which remains in effect, is attached hereto and incorporated herein by reference as Exhibit B.
- B. California’s Short-Lived Climate Pollutant Reduction law (SB 1383, Lara, Chapter 395, Statutes of 2016) establishes methane reduction targets for California, including a target to increase recovery by 20 percent of currently disposed edible food for human consumption by January 1, 2025.
- C. To meet the mandated statewide goal, SB 1383 requires each Jurisdiction in California to establish and monitor a robust food recovery program, which will strengthen the relationships between commercial edible food generators and food recovery organizations within their communities, requiring certain food businesses to send the maximum amount of edible food they would otherwise dispose to food recovery organizations and/or services.
- D. The Parties have previously agreed to jointly administer and fund the cost of a countywide edible Food Recovery Program (the “Program”) through the Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Food Recovery Program Costs entered into and covering the time period of July 1, 2023 to June 30, 2024 (“Former MOU”) to satisfy their respective obligations under SB 1383 and the corresponding regulations. The Former MOU is attached hereto as Exhibit C.
- E. The Parties desire to execute this MOU to ensure ongoing operation of the countywide food recovery program to provide for their respective share of costs for the Program.

F. The West Valley Solid Waste Management Authority (“Authority”) was established by the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos (collectively referred to as the “Member Agencies”), pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, Section 6500 et seq. of the California Government Code) to arrange for and manage the waste reduction, collection, reuse, disposal, recycling, and diversion of discarded materials originating in the participating municipalities; and in furtherance of that purpose, the Member Agencies and the Authority have entered into agreements authorizing the Authority to act as the representative of the Member Agencies in the Food Recovery Program.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. PURPOSE OF THE MOU

The purpose of this MOU is to establish a system of:

- 1) Ongoing management and operation of the Food Recovery Program.
- 2) Payment by the Parties for their share of the costs for implementation of the Program.

SECTION 2. EFFECTIVE DATE

This MOU shall be effective on July 1, 2024 (“Effective Date”), shall supersede the Former MOU, and shall automatically renew each year for all Parties, unless a Party withdraws, in accordance with Section 20 (Withdrawal From MOU) and subject to a Party’s annual appropriations of funds.

SECTION 3. DEFINITIONS

The original 2013 Memorandum of Agreement entered into between the parties (and as may be amended from time to time) defined in detail the duties of the TAC Administrator, Contracting Agent, and Fiscal Agent, and those definitions from the MOA shall apply to this MOU. For ease of reference, those definitions are summarized below.

- 3.1 The TAC Administrator provides administration and management services to the TAC and carries out the annual workplan.
- 3.2 The Contracting Agent executes contracts with outside contractors, including the Administrator and the Fiscal Agent that have been requested and approved by the Implementation Committee.
- 3.3 The Fiscal Agent serves as the treasurer of the countywide funds and is responsible for collecting the Solid Waste Planning Fee from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County.
- 3.4 The Program Manager is the entity contracted by the Contracting Agent on behalf of the RWRC to implement the Santa Clara County Food Recovery Program.

Other terms used in this MOU that relate to the Food Recovery Program (e.g., including but not limited to the term “Jurisdictions”) are used as defined in SB 1383 and any implementing regulations, as may be amended from time to time.

SECTION 4. RESPONSIBILITIES OF THE TAC ADMINISTRATOR AND CONTRACTING AGENT

5.1 The TAC Administrator will provide administration and management of the Program. These duties include overseeing the work of the Program, development of the biennial budget, and inclusion of the Program in the annual work plan and budget. The costs to perform these duties will be included in the annual work plan and budget.

5.2 Contracts executed by the Contracting Agent with the Program, TAC Administrator and Fiscal Agent will be based on the approved budget for the Program. The Contracting Agent will provide an invoicing system to pay the Program Manager, TAC Administrator, and Fiscal Agent. The Contracting Agent shall provide the TAC Administrator with the proposed costs to perform these duties. The signatory Parties to this MOU (except when acting in their authorized capacities as Contracting Agent, TAC Administrator, and Fiscal Agent) are not direct parties to the third-party contracts entered into by those agents.

SECTION 5. RESPONSIBILITIES OF THE FISCAL AGENT

The Fiscal Agent will collect and receive funds from the Parties for implementation of the Countywide Food Recovery Program. The Countywide Food Recovery Program Funds will be segregated from the Countywide Solid Waste Program Funds in separately numbered and coded accounts that are readily identifiable as those containing Countywide Food Recovery Program Funds or Countywide Solid Waste Program Funds. The Fiscal Agent shall not expend, use or transfer any funds except in accordance with the annual work plan and budget.

The Fiscal Agent shall provide the TAC Administrator with the proposed costs to perform these duties.

SECTION 6. RESPONSIBILITIES OF THE PROGRAM MANAGER

The Program Manager will implement the Santa Clara County Food Recovery Program as described in Exhibit A.

SECTION 7. RESPONSIBILITIES OF THE PARTIES

The Parties will share costs of implementing the Program as described in Section 9 and undertake the duties assumed by the Jurisdictions as described in Exhibit A.

SECTION 8. BIENNIAL BUDGET

The TAC Administrator will prepare a biennial (two-year) budget that encompasses costs for the Program and Program Manager, the TAC Administrator, the Contracting Agent/Administration, and the Fiscal Agent. Approval of the biennial budget shall follow the annual work plan and budget process as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

SECTION 9. FUNDING

9.1 The Parties agree to share costs of the Program based on the number of edible food generators, as defined by the California Code of Regulations (14 CCR Section 18982) operating in their Jurisdiction on an annual basis, according to the following formula: Party's Annual Share = (Total Budgeted Cost for Year

÷ Total Number of Edible Food Generators Under MOU) x Number of Edible Food Generators in Party’s Jurisdiction.

The Parties agree to pay annually for the costs identified in the biennial budget and approved through the annual work plan and budget process as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

9.2 The initial Program budget will be based on the Fiscal Year 2024 allocation including costs for the Fiscal Agent, totaling THREE HUNDRED AND TEN THOUSAND DOLLARS (\$310,000). No costs for TAC Administrator or Contracting Agent are included in the initial Program budget. Should cost recovery for the TAC Administrator or Contracting Agent be required in the future, these will be proposed during the annual work plan and budget process.

9.3 The Parties acknowledge that the Program Manager will evaluate the costs per Jurisdiction annually based on the number of generators operating within each Jurisdiction. Based on this evaluation, a cost adjustment will be projected to the second year of the biennial budget (see Section 8 above). The overall Program budget will not increase by more than TEN PERCENT (10%) of the prior year’s Program budget without prior approval by the RWRC.

9.4 The Fiscal Agent will annually submit to the Parties an invoice for the amounts due under this MOU by May 15th of each year. Each Party will make their payment to the Fiscal Agent based on the invoice amount within sixty (90) calendar days of receipt.

9.5 The Fiscal Agent will ensure that the Santa Clara County Food Recovery Program Fund account is segregated from the Solid Waste Program Fee Fund account managed pursuant to the TAC MOA.

9.6 Should any unspent funds remain in the Santa Clara County Food Recovery Program Fund account at the end of the fiscal year, disposition of those funds will be decided by the RWRC through the annual work plan and budget process, which could include: retaining surplus funds as a reserve, crediting Jurisdictions toward future payment allocations, dedicating funding to food recovery infrastructure, and providing supplemental food recovery outreach and education or other food recovery program activities.

9.7 Jurisdictions wishing to contribute additional funds for the edible food recovery enhancement program, implemented by the Program Manager, may elect to do so during the annual work plan and budget process. Any Jurisdiction opting into any voluntary enhancement program shall do so at its own discretion and at its own cost. The Fiscal Agent will include the additional enhancement program funding formally selected by the Jurisdiction in the annual invoice submitted to each Party by May 15th of each year.

9.8 In the event of a CalRecycle Implementation Schedule for a food recovery capacity shortfall identified during a Santa Clara County Edible Food Recovery Capacity Assessment, the Program budget may increase by more than TEN PERCENT (10%) of the prior year’s Program budget if needed to fund necessary capacity improvements as outlined in the CalRecycle Implementation Schedule, following prior approval of the budget increase by the RWRC.

SECTION 10. BOOKS AND ACCOUNTS

The Fiscal Agent will keep complete and accurate financial records related to accomplishing the purposes of this MOU. Upon reasonable notice to the Fiscal Agent, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 11. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, documents, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties 'performance of their obligations under this MOU.

SECTION 12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

12.1 Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

12.2 Due Execution: Each Party's representatives who sign this MOU are duly authorized to sign and bind their respective agency.

12.3 Valid, Binding, and Enforceable Obligations: This MOU has been authorized and executed by each Party and constitutes the legal, valid, and binding agreement of the Parties, and is enforceable according to its terms.

SECTION 13. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or hereafter existing in law or in equity or by statute or otherwise, and all remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 14. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties 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 in 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 MOU (including but not limited to work engaged in or contracts entered into by a Party acting in their capacity as Contracting Agent, Program Manager, TAC Administrator, or Fiscal Agent.). No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work

authority or Jurisdiction delegated to such other Party under this MOU, as indicated in this Section. The obligations set forth in this paragraph will survive termination and expiration of this MOU.

SECTION 15. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 16. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

SECTION 17. COUNTERPARTS

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

SECTION 18. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, 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 writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties. Should any Jurisdiction not permit electronic signatures only their copy of the MOU must be signed in the conventional manner.

SECTION 19. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU. This MOU is intended to supplement the original MOA and does not replace the original MOA. The MOA shall remain in effect and to the extent that there are any contradictions between this MOU and the original MOA, the provisions in this MOU shall prevail.

SECTION 20. WITHDRAWAL FROM MOU

No individual Party may withdraw from this Agreement prior to July 1, 2025. Any party wishing to withdraw on or after July 1, 2025 must provide notice to the Contracting Agent on or before January 15 of each year. The Parties acknowledge that the Contracting Agent and each individual Party may recalculate Agreement costs pro rata in the event of any withdrawal from this Agreement and that this time is required in order to allow each remaining Party and the Contracting Agent to amend their respective budgets if needed. Any withdrawing Party must make full payments through the end of the-then current term ending

on June 30. In no event shall this clause to be interpreted to prevent all Parties by unanimous mutual consent from withdrawing from this Agreement.

SECTION 21. NO LEGAL RELATIONSHIP

By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

SECTION 22. GOVERNING LAW, VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

**MEMORANDUM OF UNDERSTANDING
AMONG LOCAL PUBLIC AGENCIES
IN SANTA CLARA COUNTY
FOR COUNTYWIDE FOOD RECOVERY PROGRAM**

IN WITNESS HEREOF, the Parties have executed the MOU as of the last date set forth below:

City of Cupertino – City Manager

Date: _____

Approval as to form, Cupertino City Attorney

Date: _____

City of Gilroy- City Manager

Date: _____

Approval as to form, Gilroy City Attorney

Date: _____

City of Los Altos – City Manager

Date: _____

Approval as to form, Los Altos City Attorney

Date: _____

Town of Los Altos Hills – Assistant to the Town Manager

Date: _____

Approval as to form, Los Altos Hills Town Attorney

Date: _____

City of Milpitas – City Manager

Date: _____

Approval as to form, Milpitas City Attorney

Date: _____

City of Morgan Hill, as a Party and as Contracting Agent and TAC Administrator

Date: _____

Approval as to form, Morgan Hill City Attorney

Date: _____

City of Mountain View- Acting Public Works Director

Date: _____

City of Mountain View – Finance and Administrative Services Director

Date: _____

City of Mountain View- City Manager

Date: _____

City of Mountain View-Assistant City Clerk

Date: _____

City of Palo Alto – City Manager

Date: _____

West Valley Solid Waste Management Authority (on behalf of the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos) -Executive Director

Date: _____

City of Santa Clara - City Manager

Date: _____

Approval as to form, Mountain View Senior Assistant City Attorney

Date: _____

Approval as to form, Palo Alto Assistant City Attorney

Date: _____

Approval as to form, West Valley Solid Waste Management Authority General Counsel

Date: _____

Approval as to form, Santa Clara City Attorney

Date: _____

City of Sunnyvale – City Manager

Date: _____

Approval as to form, Sunnyvale Interim
City Attorney

Date: _____

County of Santa Clara, as a Party and as
Fiscal Agent - Chief Operating Officer

Date: _____

Approval as to form and legality, Santa
Clara County Deputy County Counsel

Date: _____

City of San José

Date: _____

Approval as to form, San José City
Attorney

Date: _____

**EXHIBIT A
PROGRAM OVERVIEW**

This document describes the Santa Clara County Food Recovery Program, serving as the food recovery program (“Program”) on behalf of all jurisdictions (“Jurisdictions”) within the County, coordinating with the Jurisdictions performing their own enforcement. The details of the Program conform to the California Code of Regulations (14 CCR Section 18995.2 (f)(8), 14 CCR Section 18991.2 14 CCR Section 18991.1).

I. PURPOSE

The Countywide Program benefits the Jurisdictions by alleviating the need for duplicative staff, cost analysis, capacity assessment, expenditures for infrastructure, labor, administration, and record keeping for the edible food recovery activities in their Jurisdiction. Additionally, this approach creates one uniform, standardized, and coordinated effort throughout the incorporated and unincorporated areas of Santa Clara County.

II. RESPONSIBILITIES

Jurisdictions

- A. Shall develop a method to accept and keep records of written complaints, including anonymous complaints, regarding an entity that may be potentially non-compliant. Full details of the complaint will be communicated to the Program Manager within 10 days of receipt.

- B. Shall refer all questions received about the Program portions of SB 1383 implementation to the Program Manager within 10 business days. Jurisdictions should include the Program Manager in all communications to generators or food recovery organizations or services.

- C. Shall maintain access to the shared database program to stay in compliance with the intent and structure of the Implementation Record which shall follow the format and elements as promulgated by CalRecycle, or other relevant statutory or administrative requirements.

- D. On an annual basis, Jurisdictions shall review and provide feedback to the Program Manager on inspection protocol, triggers, and enforcement processes. Cities and unincorporated County are encouraged to follow the procedures and stay within the suggested timeline for enforcement action set forth in the Monitoring Procedures document.

- E. When informed by the Program Manager, Jurisdictions will work with the Program Manager in carrying out enforcement action with edible food generators or food recovery organizations or

services not in compliance. The Program Manager will recommend edible food generators or food recovery organizations or services for enforcement action, and the enforcement action taken will be at the discretion of the Jurisdiction. All enforcement action will be tracked in the Program's shared database, so it is readily available to the Program Manager, Jurisdictions, and can become part of the Implementation Record.

- F. Jurisdictions will determine what large events are happening in their jurisdiction. Within 10 days of an applicant being issued a permit for a new large event, as defined below, the Jurisdiction will notify the Program about the event, and share contact information for the event organizer. This is only for large events that meet the CalRecycle threshold for the definition: "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. By September 1 of each year, Jurisdictions will review the large events included in the shared database of regulated entities, to update the database to ensure no recurring events have been missed.

- G. Shall work with the Program Manager on any related issues requiring Program assistance or lead in resolving the issue(s) related to complaints and/or noncompliance for any edible food generator or Food Recovery Organization or Service.

Program Manager

The Program Manager shall responsibly execute the management of the Santa Clara County Food Recovery Program (the Program). The Program Manager:

- A. Shall develop and coordinate a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, "Short-Lived Climate Pollutants." The Program Manager will operate within the Jurisdiction's boundaries and replace the need for the Jurisdiction to create such a program on its own.

- B. In the event of a CalRecycle Implementation Schedule for a food recovery capacity shortfall identified during a Santa Clara County Edible Food Recovery Capacity Assessment, The Program will work to develop the Implementation Schedule with CalRecycle and manage the effort to fund necessary capacity improvements as outlined in the Schedule. Additional Base Program costs beyond the allowable 10% yearly increase may be needed. The RWRC will review and approve or deny any needed budget changes. Funds will be collected based on the number of edible food generators and their auxiliary sites in each Jurisdiction.

- C. Shall conduct a review, each fiscal year, of potential new edible food generators, to ensure that as businesses open in Santa Clara County the appropriate regulated entities are added to the lists. Closing businesses will be identified during the reporting process and be eliminated from the lists.
- D. Shall provide the Jurisdictions with the information and data necessary for the Jurisdictions to make their required reports to the California Department of Resources, Recycling and Recovery (“CalRecycle”).
- E. Shall retain records of inspections in the Jurisdictions for a minimum of five (5) years.
- F. Shall notify the Jurisdictions promptly about any related issues that require the Jurisdictions ’ assistance or to request the Jurisdictions lead in resolving the issue(s) that arise related to non-compliance.
- G. Shall fulfill and endeavor to exceed the annual education requirement for the Jurisdictions and provide the data needed for Jurisdictions to complete required CalRecycle reports.
- H. Solicit required Food Recovery Reports from generators and Food Recovery Organization/Services, compile and provide the results to Jurisdictions for inclusion in the Implementation Records, and to Santa Clara County for use in future Capacity Planning efforts.
- I. Shall conduct inspections and monitoring in compliance with CalRecycle expectations for Edible Food Generators and Food Recovery Organizations and Services.
- J. The Program shall supply appropriate content for a web site, including a list of Food Recovery Organizations and Services (to be updated at least annually) and be accessible to Edible Food Generators.
- K. The Program shall represent the interests of the Program with other entities, counties, and CalRecycle.
- L. The Program will develop procedures and timelines for cities and unincorporated County to encourage uniformity in enforcement, which the Cities and County would be encouraged to follow.
- M. The Program shall create reports about Program activities each year in September, ahead of the budgeting process for the next fiscal year. These reports shall include a narrative about the Food Recovery Program activities, statistics, total number of pounds of food recovered as reported by

Edible Food Generators and Food Recovery Organizations (“FROs”), and any additional information needed by the Jurisdictions. Statistics about food waste prevention and food recovery in Santa Clara County will be shared publicly.

Edible Food Recovery Enhancements Program

The Edible Food Recovery Enhancements Program are any activities, annually identified by the Program Manager, that the Program Manager will undertake to ensure efficient food recovery and food waste prevention should the Jurisdictions choose to fund the chosen projects. Projects may include, but are not limited to, strategic capacity enhancements, projects that promote the efficient recovery of surplus food or the prevention of surplus food, as well as direct support of ongoing recovery activities, subject to approval of the RWRC.

Technical Advisory Committee Contracting Agent

- A. The Contracting Agent will execute a contract with the Program Manager, chosen by the TAC, for the services outlined in the responsibilities above. The Contract will go into greater detail to ensure that all SB 1383 regulatory imperatives are handled by the Program.
- B. The Contracting Agent will set up an invoicing system to pay the Program for the responsibilities outlined above.

III. ENFORCEMENT RESPONSIBILITIES FOR JURISDICTIONS

Each Jurisdiction is responsible for working with the Program on enforcement actions. Although the Jurisdiction is ultimately responsible for enforcement, the Program will support the process by drafting enforcement notices and necessary documents and by providing relevant information about previous inspections and attempts to support compliance. The Program will identify those businesses that need to be evaluated for enforcement action and will work with a Jurisdiction to ensure that CalRecycle compliant documentation is maintained.

IV. RECORDKEEPING AND REPORTING

The Program will complete all the record keeping tasks necessary for the Food Recovery Program portions of SB 1383, including records necessary for the Implementation Record. All necessary records will be stored digitally within 5 days of creation, and Jurisdictions will have real-time access to all these records.

The Program shall create a very brief report about Program activities at the end of each fiscal year. Most programmatic information will be shared in September in the annual report.

AGREEMENT
CREATING THE SANTA CLARA COUNTY
RECYCLING AND WASTE REDUCTION
TECHNICAL ADVISORY COMMITTEE

THIS AGREEMENT, is made and entered into this 4th day of June 2013 by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF GILROY, a municipal corporation of the State of California; CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MORGAN HILL, a municipal corporation of the State of California; CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a chartered municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All of the above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS:

- A. In 1989, the California Legislature passed and enacted the California Integrated Waste Management Act, known as "AB 939", (Public Resources Code Section 40000 et. seq) requiring jurisdictions to divert 25% of waste from disposal by 1995 and 50% of waste from disposal by 2000. AB 939 required each County to develop and periodically update a County Integrated Waste Management Plan and to appoint an AB 939 Local Task Force.
- B. Prior to 1992, the Solid Waste Committee of the Santa Clara County Intergovernmental Council advised the cities and the County on solid waste and recycling issues. The Technical Advisory Committee, also originally convened by the Intergovernmental Council, provided technical advice to the Solid Waste Committee on solid waste and recycling issues.
- C. On or about February 1992, the Santa Clara County Board of Supervisors and the cities in Santa Clara County designated the Solid Waste Committee of the Intergovernmental Council as the AB 939 Task Force for Santa Clara County.
- D. On February 4, 1992, the Santa Clara County Board of Supervisors replaced the Solid Waste Committee of the Intergovernmental Council with the Solid Waste Commission of Santa Clara County ("Commission") in order to streamline the

decision-making process on solid waste and recycling issues. (Ordinance No. NS-300.495) The powers and duties of the Commission are defined in Chapter XVII, Division A6 of the County of Santa Clara Ordinance Code.

- E. On December 4, 2001, the Santa Clara County Board of Supervisors approved Ordinance No. NS-300.658 changing the name of the Commission to the Recycling and Waste Reduction Commission of Santa Clara County.
- F. The Commission advises city councils and the Board of Supervisors in Santa Clara County on countywide solid waste and recycling planning issues and on the County Solid Waste Management Plan/County Integrated Waste Management Plan.
- G. The By-Laws of the Commission (also approved by the County Board of Supervisors on February 4, 1992) continued the existence of the Recycling and Waste Reduction Technical Advisory Committee (the "TAC"). The purpose of the TAC was to provide technical advice to the Commission on solid waste management and policy; to bring together a wide spectrum of viewpoints and expertise on countywide solid waste and recycling issues affecting individual jurisdictions; and to assist in development of policies, programs and revisions and amendments to countywide plans.
- H. On an annual basis, the TAC prepares and submits an Annual Workplan and Budget for review and approval by the Commission. The Commission-approved Annual Workplan is then implemented by the TAC using funds in the Commission-approved Annual Budget.
- I. In accordance with the AB 939 provisions for financing solid waste diversion and planning activities, the County of Santa Clara levies and collects the Countywide Solid Waste Planning Fee ("SWPF") on each ton of solid waste disposed at landfills located within the County, on tons taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills outside Santa Clara County, and on tons transported directly to disposal facilities located outside Santa Clara County. The current SWPF of \$0.78 per ton was established by the County Board of Supervisors on May 19, 2009. Funds from the SWPF are used to fund the activities and programs of the Commission and the TAC. In addition, funds from grants, voluntary contributions from other agencies and other revenue sources are used to fund these activities and programs. Such funds, including monies from the SWPF, are referred to herein as "Countywide Funds".
- J. In 2011, Assembly Bill 341 ("AB 341") was signed into law establishing a statewide goal of diverting 75% of solid waste from disposal by 2020 and requiring The California Department of Resources, Recycling and Recovery to prepare and submit a plan to the Legislature on or before January 1, 2014 on how to achieve this goal.
- K. Since the TAC was originally established, the field of solid waste management and recycling has become much more complex and the PARTIES must comply with an increasing number of laws and regulations. In order to achieve the statewide goal of 75% diversion, many materials currently disposed in landfills must be segregated and

processed at new facilities, and channeled into useful purposes. New infrastructure, diversion systems and enhanced producer responsibility measures must be implemented in order to accomplish this goal.

- L. Commensurate with changes in the breadth and complexity of the solid waste and recycling field, the work and functions of the TAC have evolved over time to encompass not only providing advice to the Commission, but also recommending, implementing and monitoring countywide public education and diversion programs included in the Commission-approved Annual Workplan and Budget where it is cost effective for the PARTIES to jointly provide such programs.
- M. The TAC requires expanded powers and authority to monitor ongoing staffing support for programs in the Commission-approved Annual Workplan as well as the power and authority to recommend, monitor and audit the funding for these programs, at the levels contained in the Commission-approved Annual Budget.
- N. In order to address these issues, the Commission appointed the Ad Hoc Committee for TAC Organizational Study, and the TAC appointed the TAC Ad Hoc Organizational Study Subcommittee. Pursuant to recommendations from these Committees, the County retained Arroyo Associates in 2010 to conduct an independent Organizational Study. The study evaluated the countywide integrated waste management programs and services and provided operational and organizational recommendations to enhance the efficiency and effectiveness of the countywide solid waste management system. The Commission's Ad Hoc Committee held a meeting on May 29, 2012 with representatives of the TAC and the public to discuss the recommendations of the Organizational Study and options for restructuring the operating parameters of the TAC.
- O. The purpose of this Agreement is to implement the recommendations of the Commission's Ad Hoc Committee and the TAC Ad Hoc Subcommittee to revise the functions, powers, membership, structure and duties of the TAC to make these consistent with the manner in which the TAC currently functions; and to simplify the reporting relationship between the Commission and the TAC. Such changes are desired by the PARTIES in order to facilitate countywide and regional approaches for meeting the statewide goal of 75% diversion articulated in AB 341; remaining in compliance with the existing requirements of AB 939, SB 1016 and all other state and federal laws and regulations, and planning for the goal of zero waste in the future.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. PURPOSES AND FUNDING

The Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC") is hereby established to replace the Recycling and Waste Reduction Technical Advisory Committee referred to in Article V of the Commission Bylaws dated October 2001.

A. *Purposes.* The purposes of the TAC are:

1. To implement the Commission-approved Annual Workplan and Budget;
2. To advise the Commission and the decision-making bodies of all PARTIES on technical and policy issues related to solid waste management and recycling including plans to achieve the statewide AB 341 goal of 75% diversion by 2020 and plans for working toward the goal of zero waste;
3. To bring together a wide spectrum of viewpoints and expertise to focus on countywide solid waste management, issues affecting individual communities, and solid waste and recycling issues affecting public environmental health;
4. To assist in development of policies, programs and revisions and amendments to countywide plans that can meet countywide needs and, thus, receive countywide approval;
5. To provide a forum for exchange of solid waste, recycling, composting and other diversion information;
6. To inform the PARTIES' respective agencies and jurisdictions about issues and recommendations of the Commission, and perform follow-up actions, as necessary;
7. To recommend Commission approval of countywide programs to maximize the effectiveness of local funds spent for public education and recycling programs, and to implement and monitor such programs.
8. To assist with future master planning for facilities and infrastructure, as requested by the Commission.
9. To perform technical and policy review and make technical and policy recommendations to the Commission and technical recommendations to the PARTIES concerning best practices in solid and hazardous waste management; recycling, composting, diversion programs, source reduction; litter reduction on land; reduction of litter that originates from the storage, collection, transportation, and processing of solid waste, recyclable materials and organic materials that affects water quality in local creeks, San Francisco Bay, and oceans; and 'cradle-to-cradle' extended producer responsibility for products and packaging from creation through use and ultimate recycling or other disposition, with regard to:
 - a. The feasibility of technical proposals;
 - b. Analysis of issues and problems in solid waste management;
 - c. Proposed and/or needed national and state legislation and policies;
 - d. New infrastructure required to achieve countywide goals, and;
 - e. Financing and management options for creation of such infrastructure.
10. To perform other duties as directed by the Commission.

B. *Funding.* The TAC is funded by the Solid Waste Planning Fee ("SWPF") that is charged to customers by the operators of all disposal and non-disposal facilities located within the County of Santa Clara, and remitted, by those facility operators, to the County of Santa Clara. The SWPF is also charged on tons of solid waste that are hauled directly to out-of-county disposal facilities. The amount of the SWPF is established by the Board of Supervisors based upon input and recommendations from the Commission and the TAC Implementation Committee. Additional revenues come from grants, voluntary contributions of other agencies and other sources. These, together with the SWPF funds constitute the Countywide Funds used to fund the Commission-approved Annual Workplan and Budget.

II. COMPOSITION

A. Voting members, not to exceed 27 in number, shall include:

1. One (1) staff person from each City or Town that is a PARTY
2. Three (3) staff persons from the County as follows:
 - a. One (1) to represent the Unincorporated Area
 - b. One (1) to represent County interests related to environmental health
 - c. One (1) to represent County interests related to integrated waste management
3. One (1) staff person from the Santa Clara Valley Water District
4. Up to eight (8) persons from non-governmental organizations appointed by the Commission as follows:
 - a. No more than three (3) representing for-profit industry groups and/or business organizations (however, no member shall represent a single for-profit company)
 - b. No more than four (4) representatives of non-profit groups that advocate for source reduction, recycling programs, sustainability, and/or producer responsibility
 - c. No more than two (2) representatives of institutions of higher learning located within Santa Clara County

B. Appointment of Members. All members representing a public agency shall be re-designated annually via a letter on agency letterhead addressed to the TAC Administrator ("Administrator"). The Commission will accept requests and nominations for non-governmental organizations to serve on the TAC. The Administrator will publish a notice in a daily local newspaper of general circulation to a minimum of two-hundred fifty thousand (250,000) people in September of every other year announcing that nominations and requests to serve are being accepted. The Administrator will take other reasonable and cost-effective measures to distribute the announcement via other media, including, but not limited to, websites, local publications and social media, to reach persons who might not see the notice in a daily newspaper. The Commission will select the non-governmental organizations to be represented on the TAC. Those organizations will, in turn, submit a letter to the Administrator designating a member and an alternate. Members representing non-governmental organizations shall serve for a period of two (2) years beginning in January. At the end of that time, the Commission shall select the non-governmental organizations to be represented on the TAC for the new two (2) year term. The initial group of non-governmental organization representatives will be selected by the Commission on or before December 31, 2013 and will begin serving their terms on January 1, 2014. The Administrator will publish a notice in the newspaper, and distribute the notice via other suitable media, in September 2013 announcing that the Commission will consider nominations and applications for non-governmental organizations to be represented on the TAC.

C. Alternates. Each PARTY may designate one or more alternate representative(s) to serve in the absence of the regular member. The alternate(s) will be designated in writing as described in Section II B. Alternates may serve on TAC committees,

subcommittees, and ad hoc subcommittees.

D. *Vacancies.* Each PARTY is responsible for designating a replacement for its member if the member can no longer serve. In the event of a vacancy, the Chair shall, by letter, request that the PARTY designate a new member. If a vacancy occurs with regard to a representative of a non-governmental organization, the Administrator shall notify the non-governmental organization to designate a new member. In the event the non-governmental organization declines, the TAC shall notify the Commission and request that a new non-governmental organization be selected to fill the remainder of the term created by the vacancy.

E. *Attendance.* Attendance at meetings is vital to the proper and effective functioning of the TAC. Three (3) consecutive absences or a member missing over fifty percent (50%) of the TAC meetings in a calendar year are sufficient grounds for the Administrator to notify the member and request their attendance. Should a PARTY be unable to send its representative to meetings for an extended period of time, the PARTY shall notify the Chair in writing on letterhead and a replacement representative will not be requested from that PARTY.

III. QUORUM AND VOTING

A. *Quorum.* A quorum consists of thirteen (13) voting members physically present at a meeting.

B. *Voting.* Actions of the TAC shall be taken by a majority vote of the members present at the meeting. Each member has one vote. (See Section VI B for voting and quorum requirements for the Implementation Committee that differ from those for the full TAC.)

C. *Attendance From A Remote Location.* In the event of an unavoidable schedule conflict, a member may participate in a meeting from a remote location via telephone or video-conference provided that all requirements of the Brown Act (Government Code Section 54950, et seq.) are met and further provided that the scheduled meeting room has the technical capability to accommodate the request. In such event, the member will notify the Administrator at least ten (10) days in advance of the meeting and ask to attend from a remote location. The Administrator will advise the member if this is possible. If so, the Administrator will comply with all Brown Act requirements including stating the alternate location in the meeting notice. The member shall also comply with all Brown Act requirements in Government Code Section 54953 (b), including, but not limited to, posting a meeting notice and agenda on the door of the remote location for the duration of the meeting, and allowing members of the public to participate in the meeting from the remote location along with the member. The member's vote will be counted; however, the member will not be included in the count to determine a quorum. Attendance from a remote location is to be used only in rare cases of unavoidable schedule conflicts. In-person attendance and participation at meetings is strongly preferred and encouraged.

D. *Bylaws.* The TAC may, as necessary, recommend adoption of Bylaws for its

governance to the Commission for approval, and operate according to Bylaws approved by the Commission. In the event revisions to Commission-approved Bylaws are desired, the TAC may recommend such revisions to the Commission.

IV. OFFICERS AND THEIR RESPONSIBILITIES

A. *Officer Positions.* The officers of the TAC shall be the Chair, Vice Chair, and the Subcommittee Chairs. The Chair and Vice Chair of the TAC must be voting members or alternates representing a PARTY.

B. *Election and Term.* Each officer shall be elected by majority vote of a quorum of the voting membership at the last meeting of each calendar year or as soon thereafter as possible. All officers' terms begin with the first meeting of each calendar year.

C. *Duties.* The Chair of the TAC shall be responsible for chairing all meetings of the TAC and the Implementation Committee (IC), and representing the TAC and the IC at Commission meetings. The Chair shall approve the draft agendas for TAC and IC meetings, except that any agenda item proposed by two (2) or more voting members must be placed on the next available agenda. The Vice Chair shall serve as the Chair in the Chair's absence. The Chairs of the Subcommittees shall be responsible for calling meetings of their respective Subcommittees and chairing those meetings. The Subcommittee Chairs shall approve the draft agendas for their respective Subcommittees except that any items proposed by two (2) or more voting members of a Subcommittee shall be placed on the next available Subcommittee agenda.

V. MEETINGS

A. *Meetings.* The TAC shall meet monthly at the time and place published on the agendas. Additional meetings may be called as needed. The Chair shall provide every member of the TAC with seventy-two (72) hours written notice of regular and additional TAC meetings. The agenda for each meeting shall be developed by the Administrator in consultation with the TAC Chair, and shall be approved by the Chair.

B. *Conduct of Meetings.* All meetings of the TAC, including all Committees, Subcommittees, Ad Hoc Committees and Subcommittees and any closed sessions with legal counsel, shall be properly noticed and conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.) Except for official meetings of the TAC and its Committees, Subcommittees and Ad Hoc Committees and Subcommittees, nothing herein shall be interpreted to require meetings between staff members of the individual PARTIES (including designated representatives of the PARTIES) to be subject to the Brown Act, where the Brown Act would not otherwise apply. Each PARTY is individually responsible for ensuring it complies with the Brown Act. Wherever this Agreement is silent with regard to procedure, Robert's Rules of Order shall apply.

VI. IMPLEMENTATION COMMITTEE

A. *Composition and Duties.* The TAC Implementation Committee (IC) is comprised of one voting member from each PARTY to this Agreement plus one voting member from the Santa Clara Valley Water District (SCVWD). The PARTY'S

IC representative is usually also the PARTY'S TAC representative. Each PARTY and the SCVWD may also designate an alternate. The purpose of the IC is to make decisions and recommendations on all fiscal, management and administrative issues of the TAC. The IC selects, monitors and provides oversight of the Administrator, the Fiscal Agent, the Contracting Agent, and legal counsel to the TAC. The IC recommends the level and setting of the SWPF to the Commission.

B. Quorum, Voting and Meetings. A quorum of the IC is nine (9) voting members. (Note: the City of San Jose representative counts as two (2) voting members toward the IC quorum.) The affirmative vote of at least eight (8) voting members of the IC, including PARTIES collectively representing at least forty percent (40%) of the population of the incorporated and unincorporated areas of the County of Santa Clara, is necessary to approve any measure brought before the IC. (For purposes of calculating whether or not the forty percent (40%) figure has been reached, the population of each PARTY shall be counted; however, no population shall be attributed to the SCVWD due to the fact that it encompasses such a large percentage of the population of the entire incorporated and unincorporated County.) Each member of the IC shall have one vote, with the exception of the City of San Jose which shall have two (2) votes. The IC shall meet at least annually to consider and recommend approval of the Annual Workplan and Budget to the Commission for the upcoming fiscal year. The Chair may call other meetings of the IC as needed. All IC meetings are open to the public and to all TAC members. Participation and discussion by all TAC members and by members of the public is encouraged. The Chair of the IC forwards all recommendations made by the IC directly to the Commission, and also makes an informational report to the TAC on the recommendations forwarded to the Commission. The Chair shall strive to achieve consensus among IC members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the IC along with the dissenting opinion(s) and viewpoints, to the Commission and to the TAC. In the event of a tie, the Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Chair may, in the Chair's sole discretion, re-agendize the item for another IC meeting.

C. Use of Outside Contractors. The IC is responsible for selecting any consultant(s) or contractor(s) ("Outside Contractors") to perform tasks included in the Commission-approved Annual Workplan and Budget and who are to be paid from Countywide Funds, using a process created in consultation with the Contracting Agent. The IC is responsible for reviewing and approving the parameters of any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors. The IC then directs the Contracting Agent to conduct the procurement process for Outside Contractors and to execute contracts with the selected Outside Contractor(s).

VII. TAC SUBCOMMITTEES

A. Issue and Policy Subcommittees. Issue and policy subcommittees shall be established as needed by the TAC. The TAC will evaluate and establish standing Subcommittees in December of each year. Additional Subcommittees may be established at other times throughout the year as needed.

B. Membership and Meetings. Membership on all issue and policy Subcommittees is open to all TAC voting members and designated alternates. There is no maximum size for each Subcommittee. The TAC shall appoint a Chair for each Subcommittee. A quorum is two (2) or more Subcommittee members. Subcommittees may elect a Vice-Chair to serve in the Chair's absence. Subcommittee chairs shall be responsible for calling and chairing meetings. The Subcommittee chairs shall approve the draft agenda and report the activities and recommendations of the Subcommittee to the TAC. Subcommittee chairs shall strive to achieve consensus among members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the Subcommittee along with the dissenting opinion(s) and viewpoints, to the TAC. In the event of a tie, the Subcommittee Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Subcommittee Chair, in consultation with the TAC Chair, may decide to re-agendize the item for discussion at another meeting.

C. Ad Hoc Subcommittees. The TAC may establish Ad Hoc Subcommittees as needed to address specific issues or problems. The TAC shall appoint a Chair for each Ad Hoc Subcommittee. All Ad Hoc Subcommittees shall follow the same operating procedures as the standing issue and policy subcommittees. The TAC Chair shall monitor the work of all Ad Hoc Subcommittees, and all such Subcommittees shall be promptly disbanded by the TAC once their tasks have been accomplished.

VIII. TAC ADMINISTRATOR

A. Duties. The TAC Administrator provides administration and management services to the TAC and carries out the Annual Workplan. Duties of the Administrator include, but are not limited to: scheduling meetings of the TAC and all committees, subcommittees, and ad hoc subcommittees; preparing agendas and meeting minutes; maintaining all TAC records and files; notifying the TAC of correspondence received and preparing outgoing correspondence; completing all tasks in the Annual Workplan; providing monthly reports at TAC meetings on the status of the Workplan; and other duties as directed by the IC. The Administrator reports to the Chair of the TAC. The Administrator shall work cooperatively and collaboratively with the IC, the Fiscal Agent and the Contracting Agent. The Administrator is paid from funds in the adopted TAC budget.

B. Selection. The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. The IC will receive and evaluate proposal(s) and make a recommendation to the Commission on selection of an Administrator, as further described in Attachment 2.

C. *Initial Administrator.* The initial Administrator for the TAC shall be the County of Santa Clara, Integrated Waste Management Division ("County IWMD"). The initial staff provided is described on Attachment 1. In the event of a change in the initial staff, the procedures described in Attachment 2 shall be followed. In the event the IC determines there is a need for a change in the Administrator in the future (due to costs, availability of designated employees or for other reasons), or in the event the County IWMD is unable or unwilling to serve, the procedures for selection of a new Administrator in Attachment 2 shall be followed.

D. *If Administrator Is Also A PARTY.* In the event the Administrator is a PARTY, that PARTY shall appoint a TAC/IC representative whose function is to represent the PARTY's point of view on issues, policy and fiscal matters. The PARTY'S TAC/IC representative shall be a person who is not be involved in the work of the Administrator. This designation shall be made in writing on the PARTY'S letterhead to the Chair of the TAC. The person(s) fulfilling the duties of the Administrator shall act as staff to the TAC, TAC committees and subcommittees, and to the IC.

E. *Contract With Administrator.* All duties and responsibilities of the Administrator, and a list and description of all staff assigned to provide Administrator services, shall be included in a contract between the Contracting Agent and the Administrator. The contract term may be for a single year or for multiple years, at the discretion of the IC. In the event that the Administrator is a PARTY, a letter agreement will be prepared between the Contracting Agent and the Administrator, containing all of the duties, responsibilities, staffing commitments and costs for the Administrator to serve for the upcoming fiscal year. The letter agreement will include the Annual Workplan and costs for the Administrator's services. The letter agreement shall state that the Administrator agrees to provide the described services at the approved costs for the upcoming fiscal year and that all employee and overhead costs will be maintained at the levels specified in the agreement for that fiscal year. With regard to the initial Administrator, the first letter agreement shall be prepared and executed prior to July 1, 2014 to reflect the costs and the scope of work to be performed for FY 2014/15. If the Administrator and the Contracting Agent are the same PARTY, the letter agreement will be prepared and signed by a staff person designated to represent the Administrator and also signed by a separate staff person designated to represent the Contracting Agent.

F. *Annual Workplan and Budget.* As the work of the TAC progresses each year, the Administrator will maintain a list of potential work items to be placed in the Annual Workplan for the upcoming fiscal year. Beginning with preparation of the Annual Workplan and Budget for fiscal year 2014/15, the following schedule will apply. In November of each year, the IC will review the list of potential work items compiled by the Administrator, add additional items as needed, and direct the Administrator to prepare a proposed Workplan and Budget for the upcoming fiscal year. The proposed Annual Workplan will contain the elements described in Attachment 3.

The Administrator shall submit the final draft of the proposed Annual Workplan and

Budget to the IC no later than December 15 of each year. If required, the IC will provide revisions and comments to the Administrator, who will then revise and finalize the Annual Workplan and Budget. The IC will approve the Annual Workplan and Budget on or before January 31 of each year and forward it to the Commission for approval. Commission approval is anticipated to be during the month of February. Upon approval by the Commission, the Contracting Agent will prepare agreements with the Administrator, the Fiscal Agent and the Contracting Agent that include the approved Annual Workplan and Budget (for the Administrator) and the approved costs and duties (for the Fiscal Agent and the Contracting Agent) as described in Sections VIII E, IX D and X C. The agreements will be signed by designated representatives of the Administrator, the Fiscal Agent and the Contracting Agent. In the event the Administrator, the Fiscal Agent and/or the Contracting Agent are the same PARTY, that PARTY shall designate separate representatives to execute the agreements on behalf of the Administrator, the Fiscal Agent and the Contracting Agent. Said agreements shall be fully executed and in place prior to July 1 of each year.

G. Annual Reporting and Evaluation. The Administrator shall prepare a self-evaluation/audit report to the IC including significant accomplishments, work items planned but not accomplished, work items not planned but completed, and the status of all work items in the Annual Workplan. The report will include recommendations and suggestions for improving the work of the Administrator and will be submitted on or before September 15 each year. The IC will consider the report at a regular meeting and discuss and provide recommendations and feedback to the Administrator. The IC will rate the overall implementation and effectiveness of the Workplan and, in turn, rate the performance of the Administrator based upon the ability of the Administrator to meet the timelines and budget in the Workplan and to effectively support the Commission and the TAC. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Administrator. This feedback will be used by the Administrator to make any required changes in operations, procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Administrator, the IC may, at any time, discuss questions, concerns or issues of performance with the Administrator.

IX. FISCAL AGENT

A. Duties. The Fiscal Agent serves as the treasurer of the Countywide Funds and is responsible for collecting the SWPF from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County. The Fiscal Agent also collects and receives grant funds and revenues from other sources. The Fiscal Agent shall diligently pursue collection of all SWPF funds and shall keep the IC apprised of the amount and entity owing delinquent payments, as well as of the status of collection activity initiated by the Fiscal Agent regarding the delinquent payments. The Fiscal Agent shall manage all funds in accordance with generally accepted government accounting procedures. The Fiscal Agent shall keep Countywide Funds segregated from all other funds administered by the Fiscal Agent in separately numbered and coded accounts that are readily identifiable as those containing Countywide Funds; shall credit appropriate interest income earned on such funds in each fiscal year; and shall not expend, use or transfer

any funds except in accordance with the Annual Workplan and Budget approved by the IC and the Commission, or as otherwise directed by the IC. In the event the Fiscal Agent is not also the Contracting Agent, the Fiscal Agent shall transfer Countywide Funds to the Contracting Agent as directed by the IC, in accordance with the procedures in Attachment 5. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. Initial Fiscal Agent. The initial Fiscal Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Fiscal Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the following procedures for selection of a new Fiscal Agent shall be followed.

C. Selection. Any PARTY willing to serve as the Fiscal Agent may be nominated by another PARTY. The nominated PARTY(IES) will submit a letter proposal to the IC containing the costs for performing the services of the Fiscal Agent, including all employee and overhead costs and all proposed expenses. If the same PARTY is also already serving, or is proposing to serve, as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The IC will hold discussions with representatives of the nominated PARTY(IES) as needed. The recommendation of the IC will be forwarded to the Commission for approval. Upon receipt of Commission approval, the Contracting Agent will execute an agreement with the new Fiscal Agent that includes the approved costs for the PARTY to provide Fiscal Agent services for the upcoming fiscal year.

D. Payment For Services. The Fiscal Agent shall provide the Administrator with proposed costs to perform the duties of TAC Fiscal Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Fiscal Agent is also serving as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Fiscal Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Contracting Agent will prepare an agreement to be signed by the Fiscal Agent and the Contracting Agent to perform services for the new fiscal year. In the event that the Contracting Agent and the Fiscal Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Fiscal Agent and the (separate) designated employee of the PARTY serving as the Contracting Agent.

E. Quarterly and Annual Budget Status. The Fiscal Agent shall prepare and submit quarterly budget updates to the IC every three (3) months, and shall provide a Year-End Budget Report. These reports shall be formatted in a clear and concise manner such that all expenditures, revenues, movement of monies, reallocation of funds and adjustments to the budget are detailed by project and line item (i.e. numerical reference and narrative

description). The Year-End Budget Report shall be submitted to the IC on or before October 31 each year. The IC may, at any time, request additional budget information, detail, documentation and updates. The Fiscal Agent shall respond promptly to all such requests.

F. Biennial Audit. The Fiscal Agent shall arrange for an audit by an independent third party Certified Public Accounting Firm (CPA) to be conducted every other year beginning with an audit of the 2013/14 fiscal year. The Fiscal Agent may utilize the CPA firm retained by the jurisdiction of which the Fiscal Agent is a part, to perform that PARTY's annual audit. In such event, the results of the audit of the Countywide Funds and accounts shall be clearly and separately called out in the CPA's audit report. The results of the audit shall be reported to the IC on or before January 15 every other year.

G. Evaluation of the Fiscal Agent. Each year, the Fiscal Agent shall prepare a self-evaluation, along with the Year-End Budget Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Fiscal Agent. The self-evaluation shall be submitted at the same time as the Year-End Budget Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Fiscal Agent based upon the ability of the Fiscal Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Fiscal Agent. This feedback will be used by the Fiscal Agent to make any required changes in operations and procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Fiscal Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Fiscal Agent.

X. CONTRACTING AGENT

A. Duties. The Contracting Agent executes contracts with Outside Contractors, including the Administrator and the Fiscal Agent (where applicable) that have been requested and approved by the IC. The Contracting Agent consults with the IC to establish a procurement process for Outside Contractors, and then conducts that process once the IC has approved a scope of work, schedule, budget and other parameters of the contract that will be awarded by the Contracting Agent. The Contracting Agent shall conduct the procurement process and execute all contracts within a reasonable period of time after being directed to do so by the IC. The Contracting Agent shall provide a copy of any contract executed on behalf of the TAC to any PARTY, any TAC member, and to any PARTY or person designated by any PARTY or the IC upon request. The governing body of the Contracting Agent, at its discretion, may delegate authority to execute agreements and contracts approved by the IC to a designated employee. Notice of any such delegation of authority shall be provided in writing to the Chair of the IC and to the Administrator.

In the event the Contracting Agent is not also the Fiscal Agent, the Contracting Agent shall receive Countywide Funds transferred to the Contracting Agent by the Fiscal Agent on a periodic basis as described in Attachment 5. The Contracting Agent shall manage all Countywide Funds in accordance with generally accepted government accounting procedures. The Contracting Agent shall keep Countywide Funds segregated from all other funds administered by the Contracting Agent in separately numbered and coded accounts that are readily identifiable as Countywide Funds, and shall not expend, use or transfer any funds except as specifically directed by the IC. At the close of the fiscal year, the Contracting Agent shall, pursuant to the procedures in Attachment 5, comply with all directions from the IC with regard to retention of funds for contracts with Outside Contractors that are still in effect, and with regard to return of unexpended or unencumbered funds to the Fiscal Agent. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. Initial Contracting Agent. The initial Contracting Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Contracting Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the procedures for selection of a new Contracting Agent shall be the same as those for selection of a Fiscal Agent as described in Section IX C.

C. Payment For Services. The Contracting Agent shall provide the Administrator with proposed costs to perform the duties of TAC Contracting Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Contracting Agent is also serving as the Administrator, the Fiscal Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Contracting Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Administrator will prepare an agreement to be signed by the Contracting Agent and the Administrator to perform services for the new fiscal year. In the event that the Administrator and the Contracting Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Contracting Agent and the (separate) designated employee of the PARTY serving as the Administrator.

D. Annual Contract Status Report. The Contracting Agent shall prepare and submit an annual report to the IC on the status of all contracts (listing all contracts in progress, expired, terminated, and the amount of work and budget remaining in each) on or before October 31 each year. The report shall also note the amount of Countywide Funds held by the Contracting Agent, and specify the amount(s) of funds encumbered for contracts, and the amount(s) of funds that are unspent and unencumbered. The IC may, at any time, request additional information, detail, documentation and updates on any or all contracts. The Contracting Agent shall respond promptly to all such requests.

E. *Audits.* The Contracting Agent shall cooperate with and provide all information and documentation required in order to complete the bi-annual audit described in Section IX F. In the event the IC decides that any actions or activities of the Contracting Agent are not in compliance with this Agreement, or if the IC determines there are other reasons for an audit to be performed, the IC may perform an audit of the Countywide Funds received and expended by the Contracting Agent. In such event, the Contracting Agent shall cooperate fully, and in a timely manner, with persons performing the audit.

F. *Evaluation of the Contracting Agent.* Each year, the Contracting Agent shall prepare a self-evaluation, along with the Annual Contract Status Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Contracting Agent. The self-evaluation shall be submitted at the same time as the Annual Contract Status Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Contracting Agent based upon the ability of the Contracting Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Contracting Agent. This feedback will be used by the Contracting Agent to make any required changes in operations and procedures for the next fiscal year. In addition to the annual review of the Contracting Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Contracting Agent.

XI. LEGAL COUNSEL

A. *Selection.* The IC may select an attorney or firm that is experienced in solid waste, recycling and municipal law to research legal issues, proposed legislation, and to provide legal advice to the TAC ("Legal Counsel") as provided for in the Commission-approved Annual Workplan and Budget. Legal Counsel may be a City Attorney or County Counsel (i.e. an employee of one of the PARTIES) or may be an outside attorney or law firm. The IC will interview and select Legal Counsel as needed, and direct the Contracting Agent to prepare a contract with Legal Counsel for the provision of legal services. The IC shall direct the work of Legal Counsel. The Administrator may assist in coordination of activities with Legal Counsel, but shall not give direction without prior authorization from the IC. Legal Counsel shall not be responsible for providing legal advice to individual PARTIES related to their individual compliance with Public Resources Code Section 40000 et. seq., but may provide such services under separate contract with any PARTY or PARTIES.

XII. OTHER AGREEMENTS OF THE PARTIES

A. *Term of Agreement.* The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it. This Agreement shall remain in effect until terminated by the PARTIES or until eight (8) or more PARTIES containing more than fifty percent (50%) of the population of the incorporated and unincorporated areas of County of Santa Clara withdraw from the Agreement, whichever

occurs first. A PARTY may withdraw from the Agreement by providing written notice to the Administrator, stating the effective date of the PARTY'S withdrawal. The withdrawal of a PARTY shall not entitle that PARTY to receive or retain any portion of the SWPF.

B. Ethical Code of Conduct. All TAC members and Alternates shall adhere to the Ethical Code of Conduct in Attachment 4. All TAC members and Alternates shall attend a TAC-sponsored ethics training every other year beginning in FY 2013/14. The Administrator shall arrange for this training and include the cost in the Annual Workplan and Budget for each year the training is required to be conducted.

C. Counterparts. This Agreement may be executed and delivered in any number of copies ("counterparts") by the PARTIES, including by means of facsimile and e-mail of PDF copies. When each PARTY has signed and delivered at least one counterpart to the Administrator, each counterpart shall be deemed an original, and taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

D. Non-Compliance With State and Federal Laws. No PARTY shall, by entering into this Agreement, participating in the TAC or the IC, or agreeing to serve as Administrator, Fiscal Agent, Contracting Agent, and/or Legal Counsel, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of state and federal solid waste and recycling laws, including but not limited to, the California Integrated Waste Management Act of 1989 as amended (Public Resources Code Section 40000 et seq). This Agreement is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the United States Environmental Protection Agency and the California Department of Resources, Recycling and Recovery, or any person acting on their behalf or in their stead.

E. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY, or by the Santa Clara Valley Water District in carrying out its duties under Section VI. Implementation Committee shall not be shared pro rata, but instead the PARTIES agree that pursuant to Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES, and the Santa Clara Valley Water District in the carrying out of its duties under Section VI. Implementation Committee, 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 agents or employees, or in connection with or arising from 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 incurred 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 from any work, authority or jurisdiction delegated to such

PARTY under this Agreement.

F. *Entire Agreement.* This Agreement supersedes any prior arrangement or agreement among the PARTIES regarding the composition, structure, duties and powers of the TAC including, but not limited to, the TAC Rules of Procedure dated May 22, 2006, but does not supersede any other agreements between any of the PARTIES.

G. *Amendments.* This Agreement may be amended by unanimous written agreement of the PARTIES. All PARTIES agree to bring any proposed amendments to this Agreement to their Council or Board, as applicable, within three (3) months following acceptance by the IC. The IC shall, on a biennial basis, evaluate this Agreement and determine if any amendments are needed. The first biennial evaluation shall be in 2015. The IC may recommend amendments on a more frequent basis if desired.

H. *Venue.* In the event that suit shall be brought by any PARTY to this Agreement, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

I. *Attachments.* Attachments 1 through 5 are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: JUN 04 2013

APPROVED AS TO FORM:

By: *Ken Yeager*
PRESIDENT Board of Supervisors

By: *Mark B...* 6/3/2013
Deputy County Counsel

KEN YEAGER

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

Attest:

Lynn Regadanz
Lynn Regadanz, Clerk
Board of Supervisors

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

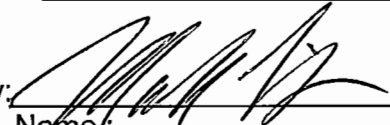
Date: _____

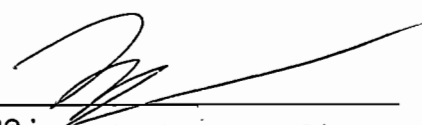
By: _____

CITY OF CAMPBELL

Date: July 17, 2013

APPROVED AS TO FORM:

By: 
Name: Mark Linder
Title: City Manager

By: 
Name: William R. Seligmann
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Mark Linder

Name: _____

Title: City Manager

Title: City Attorney

CITY OF CUPERTINO

Date: 8/28/13

APPROVED AS TO FORM:

By: Carol Atwood for
Name: David Brandt

By: Melissa Thonow
Name: Melissa Thonow

Title: City Manager

Title: City Attorney

CITY OF GILROY

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Thomas Haglund

Name: _____

Title: City Administrator

Title: City Attorney

CITY OF LOS ALTOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Marcia Somers

Name: _____

Title: City Manager

Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Carl Cahill

Name: _____

Title: City Manager

Title: Town Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

By: _____
Name: Mark Linder
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

CITY OF CUPERTINO

Date: _____

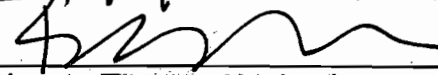
By: _____
Name: David Brandt
Title: City Manager

APPROVED AS TO FORM:

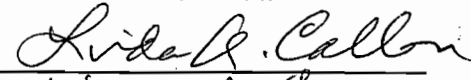
By: _____
Name: _____
Title: City Attorney

CITY OF GILROY

Date: 5/07/2013

By: 
Name: Thomas Haglund
Title: City Administrator

APPROVED AS TO FORM:

By: 
Name: LINDA A. CALLON
Title: City Attorney

ATTEST:

CITY OF LOS ALTOS

Date: _____

By: _____
Name: Marcia Somers
Title: City Manager

City Clerk

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

By: _____
Name: Carl Cahill
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: Town Attorney

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF LOS ANGELES

Date: 7-9-13

APPROVED AS TO FORM:

By: Marcia Somers
Name: MARCIA SOMERS
Title: CITY MANAGER

By: Jolie Houston
Name: Jolie Houston
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF LOS ALTOS HILLS

Date: 10/14/2013

APPROVED AS TO FORM:

By: Carl Cahill
Name: Carl Cahill
Title: City Manager

By: Steve Mattas
Name: Steve Mattas
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

By: _____
Name : _____
Title: _____

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

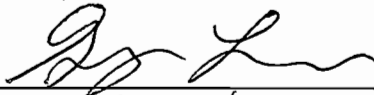
Date: _____


By: _____

~~TOWN~~
CITY OF LOS GATOS

Date: 7/1/17

APPROVED AS TO FORM:

By: 
Name: Gary Larson
Title: Town Manager

By: 
Name: Judith J. Propp
Title: Town Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Title: City Manager

Title: Town Attorney

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Greg Larson

Name: _____

Title: Town Manager

Title: Town Attorney

CITY OF MILPITAS

Date: 9/11/13

APPROVED AS TO FORM:

By: 

By: 

Name: Tom Williams

Name: Michael J. Ogaz

Title: City Manager

Title: City Attorney

CITY OF MONTE SERENO

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Brian Loventhal

Name: _____

Title: City Manager

Title: _____

CITY OF MORGAN HILL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Steve Rymer

Name: _____

Title: City Manager

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Greg Larson
Title: Town Manager

By: _____
Name: _____
Title: Town Attorney

CITY OF MILPITAS

Date: _____

APPROVED AS TO FORM:

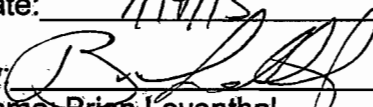
By: _____
Name: Tom Williams
Title: City Manager

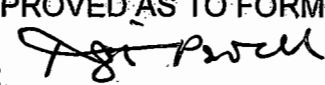
By: _____
Name: Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date: 7/19/13

APPROVED AS TO FORM:

By: 
Name: Brian Loventhal
Title: City Manager

By: 
Name: Kirsten Powell
Title: City Attorney

CITY OF MORGAN HILL

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Steve Rymer
Title: City Manager

By: _____
Name: _____
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Greg Larson
Title: Town Manager

By: _____
Name: _____
Title: Town Attorney

CITY OF MILPITAS

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Tom Williams
Title: City Manager

By: _____
Name: Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Brian Loventhal
Title: City Manager

By: _____
Name: _____
Title: _____

CITY OF MORGAN HILL

Date: 10/1/13

APPROVED AS TO FORM:

By: [Signature]
Name: Steve Rymer
Title: City Manager

By: [Signature]
Name: Rena Gutza
Title: City Attorney
Resolution NO: 6638

TAG MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: 7-24-13

By: *Daniel H. Rich*
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: *Jannie L. Quinn*
Name: Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____
Name: Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard Taylor
Title: City Attorney

TAG MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: 7.31.13

By: _____

Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Cara Silver
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name : Rosa Tsongtaarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____

Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____

Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____


By: _____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

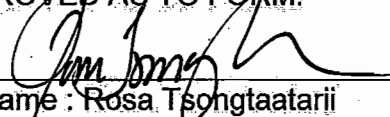
By: _____
Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: 8/1/13

By: 
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: 
Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____

Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: 9-11-13

By: _____

Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____

Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard Taylor
Title: City Attorney

AIRESI
Senior Deputy City Clerk
for City Clerk

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____

Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name: Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____

Name: Julio J. Fuentes
Title: City Manager

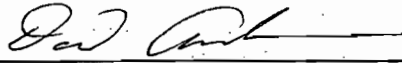
APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: 7-25-2013

By: 

Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: 

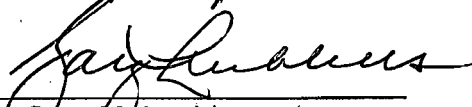
Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

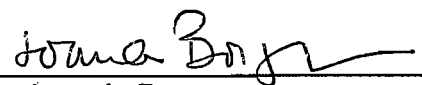
CITY OF SUNNYVALE

Date: 7/22/13

APPROVED AS TO FORM:

By: 

Name: Gary M. Luebbers
Title: City Manager

By: 

Name: Joan A. Borger
Title:

ATTACHMENT 1

INITIAL STAFFING OF ADMINISTRATOR

The following is the initial staff complement for the Administrator:

Staff Person	% FTE Committed To Administrator Duties	% FTE Committed To County Unincorporated Duties
Elizabeth Constantino, Program Manager II Provides oversight of all Annual Workplan tasks and all functions of the Administrator.	0.82 FTE	0.18 FTE
Lisa Rose, Senior Management Analyst Coordinates the Green Business Program, serves as staff to the Commission, and performs various other duties.	0.87 FTE	0.13 FTE
Clifton Chew, Management Analyst Serves as staff to the TAC, prepares state reporting and DRS, and performs various other duties.	0.80 FTE	0.20 FTE
Zachary DeVine, Management Analyst Contracts monitoring, budget tracking, Outreach Specialist, and various other duties.	0.67 FTE	0.33 FTE
Sue Sherrin, Associate Management Analyst B, Green Business Specialist	0.98 FTE	0.02 FTE
Sarah Smith, Management Analyst Home Composting Education Program Coordinator	1.0 FTE	0.00 FTE
Joanne Chapa, Office Specialist III	0.94 FTE	0.06 FTE

ATTACHMENT 2

SELECTION PROCESS FOR THE ADMINISTRATOR

1. **Selection.** The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. As part of the selection process, the potential candidate(s) shall submit a proposal to the IC for providing Administrator services. The proposal shall include: a detailed scope of work for the upcoming fiscal year, detailed costs and work hours for the completion of each task, and a list of the employees proposed to perform each part of the Annual Workplan, as well as the administrative and management duties of the Administrator. The proposal shall also include a resume and description of the education, experience and expertise of each proposed staff member highlighting experience in solid waste management, recycling, diversion programs, producer responsibility, public education and outreach, legislative analysis, budgeting, public sector management, administration and policy development. It is of great importance that each member of the Administrator staff possess a high level of experience and expertise in the listed areas. The proposal shall designate the duties and activities to be carried out by each employee. The IC will review the proposal(s) and conduct interview(s) with the potential Administrator(s). The IC will select an Administrator and recommend approval to the Commission.

2. **Change in Administrator Staff.** In the event any member of the Administrator's staff is unable or unavailable to serve in the capacity indicated in the original proposal, the IC shall work with the Administrator to determine if an acceptable alternate staff member is available. This shall include, if desired by the IC, having representatives from the IC participate in the selection process for the alternate staff person; review the resumes, references and writing samples of proposed candidates; attend and participate in interviews; and provide input to the decision-making process for selection of the proposed alternate staff member. If the proposed alternate staff person is not acceptable to the IC, and the IC determines that the employee who is unavailable is a key employee, the IC may give written notice to the Administrator that the TAC will seek another Administrator, and the IC may recommend to the Commission that the selection process for a new Administrator be commenced. Upon receipt of Commission approval, the IC will begin that process. The Administrator shall serve until such time as either a replacement Administrator is selected and approved by the Commission, or (if the Administrator is not a PARTY) until the current contract for the services of the Administrator expires, whichever occurs first. In the IC's sole discretion, the services of the Administrator may be terminated prior to the selection of a new Administrator. In the event the Administrator is not a PARTY, an early termination clause shall be placed in the contract with the Administrator for use by the IC in the event a key staff person becomes unavailable.

3. **Key Employee.** A "key employee" includes, but is not limited to, any one of the following:
 - a. An employee who is performing twenty percent (20%) or more of the work hours in the Annual Workplan.

- b. An employee whose work tasks require a high level of technical expertise and experience in recycling, solid and/or hazardous waste management programs and practices.
- c. An employee whose work tasks require a high level of professional judgment that is the product of numerous years of experience in recycling, solid and hazardous waste management, and/or in work for public agencies.
- d. An employee whose work tasks involve a high level of interaction with the public (e.g. in trainings, liaison with businesses or non-profit organizations, etc.).
- e. An employee whose work tasks involve presentations or testimony to public agencies (e.g. City Councils, the Board of Supervisors) and/or community organizations (e.g. service organizations, community groups, homeowner's associations, etc.).

ATTACHMENT 3**ELEMENTS TO BE CONTAINED IN THE ANNUAL WORKPLAN AND BUDGET**

- 1. Scope of Work.** The proposed Annual Workplan and Budget will contain a detailed scope of work for each proposed task, the employee work hours estimated to complete each task, the name(s) of the specific employees that will perform the work for each task, the cost of the work hours for each task, all proposed overhead costs for the Administrator and all other projected costs. If the Administrator is a public agency, the costs may be shown as a percentage of each Full Time Equivalent (FTE) and the cost therefore, as long as the position (such as 'Analyst I') and the name of the employee filling that position are indicated, along with the fully burdened cost of the specified percentage of each FTE. The proposed Annual Workplan shall contain a list of key milestones for each task.
- 2. Administrative Tasks.** The Workplan shall include a task for providing administrative support for the TAC including work hours to prepare meeting agendas, to schedule meetings, attend meetings, prepare minutes and correspondence, and carry out the direction of the TAC and all Committees and Subcommittees. The Workplan shall also include a separate task for providing administrative support to the Commission including work hours to prepare agendas, attend Commission meetings, prepare minutes, and carry out the direction of the Commission, its Committees and Subcommittees.
- 3. Other Staff Commitments.** The proposed Workplan will contain a listing of the other duties and responsibilities of each assigned employee (other than the work to be performed as Administrator for the TAC and the Commission) including the work hours and a general description of the key tasks and projects to be performed. This will serve as a cross-check (regardless of whether the Administrator is a public agency or a private firm) to ensure that the time of each employee is not overcommitted, and that sufficient time exists for each employee to complete all their assigned tasks.
- 4. Fiscal Agent and Contracting Agent Costs.** The Administrator shall consult with the Fiscal Agent and with the Contracting Agent (in the event they are separate PARTIES) and shall incorporate the proposed costs for the services of each into the proposed Workplan and Budget. Such costs shall be clearly and separately identified for each function (and identified separately from those of the Administrator) and shall include the costs for employee time, expenses (such as bank fees), overhead charges and all other proposed costs.
- 5. Cost Detail For Comparison.** The budget shall be formatted in a clear and concise manner such that all projected expenditures and revenues are detailed by project and line item. The proposed Workplan and Budget shall contain sufficient detail about proposed work hours and costs such that a comparison can be made between the proposed costs for the current Administrator, the current Fiscal Agent and the current

Contracting Agent, and other potential providers of these services.

- 6. Projected Amount of Fund Transfer From Fiscal Agent to Contracting Agent.** In the event the Fiscal Agent and the Contracting Agent are different PARTIES, the budget shall include the projected amount of funds to be transferred from the Fiscal Agent to the Contracting Agent in order to pay for contracts with Outside Contractors that will be awarded by the Contracting Agent in the upcoming year. Such projections shall take into account all funds currently held by the Contracting Agent (if any) and the amount of such funds already encumbered for contracts in progress. The projection shall be accompanied by a recommendation as to the frequency of fund transfers from the Fiscal Agent to the Contracting Agent that will be required to fund contracts awarded by the Contracting Agent for the upcoming year (e.g. annual one-time transfer of funds, quarterly transfer of funds, or other recommended timing.)
- 7. Discussion Concerning Potential Conflicts.** Once the initial draft of the proposed Annual Workplan is prepared, the IC Chair, the Administrator, the Fiscal Agent and the Contracting Agent shall meet to review and discuss the Workplan and shall work cooperatively to identify and address any potential conflicts that could arise with regard to policies of the Administrator, the Fiscal Agent or the Contracting Agent. Examples include proposed sale of recycling containers or other goods at less than the purchase price (i.e. subsidized cost of compost bins for the home composting program); provision of recycling grants, prizes, incentives; and other such items. At the direction of the IC Chair, the Administrator shall further investigate any potential conflicts that have been identified, and shall, in consultation with the Fiscal Agent and the Contracting Agent, research and propose solutions for each. If solutions cannot be found, the issue may be presented to the IC for further consideration and/or the IC Chair may direct the Administrator to revise the Workplan and Budget to remove the items creating the potential conflict. In this event the IC Chair will inform the IC of such action when the Annual Workplan and Budget are considered for approval.

ATTACHMENT 4**CODE OF ETHICAL CONDUCT**

1. Members shall strive to conduct all meetings, discussions and deliberations in a spirit of collaboration and partnership. Members shall treat all persons with respect and courtesy. In the course of discussions, members shall make their arguments on the merits of the issue rather than engaging in personal remarks or attacks on persons holding positions other than their own.
2. All members shall remain aware that the activities of the TAC are funded by fees raised from the public; and that the TAC is recommending expenditures of public funds. Members shall act prudently and in the best interest of the public when making fiscal and policy decisions.
3. Members shall voluntarily recuse themselves from all discussions and votes, and shall refrain from expressing any opinion to other members on issues where any one of the following apply:
 - a. The member holds a financial interest such that the member could financially benefit from the action or issue being considered.
 - b. The member is an owner or investor of a business the TAC is considering doing business with.
 - c. The member owns land that is being considered for purchase or lease by the TAC or by any program funded by the TAC.
 - d. A charity, community group or non-governmental organization to which the member belongs or contributes funds would receive funds from the TAC for projects or services.
 - e. A person in the member's family could benefit financially from the action or issue being considered. Family includes the members' spouse, children, step-children, grandchildren and step-grandchildren, as well as siblings and parents of the member and the member's spouse.
4. A member recusing themselves shall mean (a) announcing the member has a conflict of interest when the item is opened for discussion, (b) leaving the meeting room before discussion on the matter commences, and (c) not returning to the room until after discussion and any vote on the matter is concluded.
5. Members shall periodically conduct a self-assessment and inventory of any potential conflicts of interest they may have and, if the member is unsure whether or not a conflict exists, the member shall discuss the issue with the TAC Chair, the Administrator, TAC Legal Counsel or legal counsel for the member's own agency.
6. In the event a member fails to recuse him or her self during discussion of an issue where the member appears to have a conflict of interest, the Chair of the meeting shall ask the member to recuse him or her self and shall halt discussion about the issue until the member has left the room.
7. Members shall not engage in financial transactions using non-public information nor allow the improper use of such information to further any personal or private interest.

8. Members shall not solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the TAC, or whose interests may be substantially affected by actions of the TAC. Gifts do not include coffee, tea, donuts, discounts available to the general public, greeting cards or plaques of minor intrinsic value. It is appropriate and prudent for members to decline even items of minor intrinsic value from sources described in this section.
9. Members shall not knowingly make unauthorized commitments or promises of any kind purporting to bind the TAC to take any type of action or to approve any contract, program or other commitment.
10. Members shall not use their membership on the TAC for private gain.
11. Members shall always act impartially and objectively and not give preferential treatment to any organization or individual.
12. Members shall not seek or accept any contract to provide services to the TAC for a period of at least six (6) months after termination of their membership on the TAC.
13. Members shall adhere to, and be vigilant that the TAC adheres to, all applicable state, federal and local laws and regulations.
14. All members shall participate in a TAC-sponsored Ethics Training biennially.
15. Members shall endeavor to avoid any actions or statements that violate, or that create the appearance that they are violating, the law or any ethical standards set forth in this Attachment.

**ATTACHMENT 5
PROCEDURES FOR TRANSFER OF COUNTYWIDE FUNDS FROM FISCAL AGENT
TO CONTRACTING AGENT**

The following procedures shall be used in the event the Fiscal Agent and the Contracting Agent are different PARTIES.

1. As part of its review and approval of the Annual Workplan and Budget, the IC shall establish the amount of funds and the schedule for transfer of funds from the Fiscal Agent to the Contracting Agent for the upcoming fiscal year.
2. Upon approval of the Annual Workplan and Budget by the Commission, the IC may take appropriate actions consistent with the Annual Workplan and Budget, including but not limited to, the following:
 - A. Direct the Fiscal Agent to transfer specific amount(s) of Countywide Funds to the Contracting Agent on a specified schedule. The schedule may call for annual, quarterly, or more frequent transfers, as needed for the fiscal year.
 - B. Adjust the timing and/or the amount(s) of funds to be transferred by the Fiscal Agent to the Contracting agent if circumstances change during the year, or if there are other reasons to do so.
 - C. In the event the IC directs a change in the scope of work for an existing Outside Contractor that will increase the cost of the work, the IC may direct the Fiscal Agent to transfer additional funds to the Contracting Agent to pay for the amended scope of work.
3. In the event the Fiscal Agent is also serving as the Administrator, the IC shall direct the Fiscal Agent to transfer funds to the Contracting Agent for payment of the Administrator. The Contracting Agent shall pay the Administrator pursuant to the contract executed between the Contracting Agent and the Administrator.
4. If a single PARTY is serving as the Fiscal Agent and the Contracting Agent, the IC may direct that PARTY to retain a specified amount of Countywide Funds to pay the PARTY for performing the services of Fiscal Agent and Contracting Agent.
5. In the event a single PARTY is serving as the Fiscal Agent, the Administrator and the Contracting Agent, the IC will direct the PARTY to implement the Annual Workplan and Budget as approved by the IC and the Commission. This includes paying the costs specified in the approved Budget for the PARTY performing the duties of the Administrator, the Fiscal Agent and the Contracting Agent, as well as carrying out the duties of each.
6. If the Contracting Agent is, at any time, running out of funds or projects a shortfall in funds due to changed conditions or circumstances, the Contracting Agent shall immediately inform the IC and the Fiscal Agent and proceed according to the directions of the IC.
7. When making transfers of funds to the Contracting Agent, the Fiscal Agent shall make the required arrangements for an electronic transfer of funds or for preparation of a check made payable to the Contracting Agent.
8. If the Contracting Agent does not receive funds from the Fiscal Agent pursuant to the schedule directed by the IC, the Contracting Agent shall promptly inform the Fiscal Agent and the Fiscal Agent shall promptly arrange for the funds to be transferred.

9. At the end of the fiscal year, the IC will review the Year End Contract Status Report from the Contracting Agent, the Year-End Budget Report from the Fiscal Agent, and the Year-End Report from the Administrator. The IC may direct the Contracting Agent to transfer unspent, unencumbered funds to the Fiscal Agent or to retain such funds for use in the following fiscal year. The Contracting Agent will promptly comply with the directions of the IC.

10. If the IC directs the Contracting Agent to transfer unspent funds to the Fiscal Agent, the Fiscal Agent shall acknowledge receipt of such funds to the Contracting Agent and shall note the transfer in the accounting records of the Fiscal Agent pursuant to generally accepted government accounting procedures.


County of Santa Clara

Department of Agriculture and Environmental Management
Recycling and Waste Reduction Division

1555 Berger Drive Suite 300
San Jose, CA 95112
(408) 282-3180
Fax (408) 282-3188



<http://www.ReduceWaste.org>

DATE: September 2, 2014
TO: Clerk of the Board
FROM: Lisa Rose 
RE: Memorandum of Agreement

Attached are the original, signed copies of the Agreement Creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, signed by each Party to the Agreement. Please forward an executed copy to me (electronically) and I will distribute to each of the cities. Please contact me at 408-282-3166 or lisa.rose@aem.sccgov.org if you have any questions.

**MEMORANDUM OF
UNDERSTANDING AMONG LOCAL
PUBLIC AGENCIES IN
SANTA CLARA COUNTY
FOR FOOD RECOVERY PROGRAM COSTS**

SECTION 1. OVERVIEW

This Memorandum of Understanding (“MOU”) is between the cities of Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, San José, Santa Clara, and Sunnyvale; the town of Los Altos Hills; the County of Santa Clara; and the West Valley Solid Waste Management Authority on behalf of its member agencies, the cities of Campbell, Monte Sereno and Saratoga; and town of Los Gatos; collectively “Parties” or individually as a "Party."

SECTION 2. RECITALS

WHEREAS, the signatory Parties are also “PARTIES” to the Memorandum of Agreement for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, which is a Committee of the County of Santa Clara Recycling and Waste Reduction Commission that advances the interests of Party jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget;

WHEREAS, the Parties have previously agreed to jointly fund the cost of a countywide edible food recovery program to satisfy their respective obligations under SB 1383 (2016) and the corresponding regulations;

WHEREAS, the County of Santa Clara is the Fiscal Agent for the Technical Advisory Committee (TAC) to the Santa Clara County Recycling and Waste Reduction Commission and the City of Morgan Hill is the Administrator and Contracting Agent for the TAC;

WHEREAS, the City of Morgan Hill, as Program Administrator and Contracting Agent, has contracted with Joint Venture Silicon Valley to implement and manage the countywide Food Recovery Program (“Program”) for Fiscal Year 2023/24;

WHEREAS, the Parties desire to execute this MOU to provide for their respective share of costs for the Program;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 3. PURPOSE OF THE MOU

The purpose of this MOU is to establish a means of requiring:

Payment by the Parties for their share of the costs for implementation of the Program.

SECTION 4. EFFECTIVE DATE

This MOU shall be effective upon execution of this MOU by all Parties (“Effective Date”).

SECTION 5. PAYMENTS UNDER THIS MOU

For purposes of the Program, the County of Santa Clara is the Fiscal Agent and the City of Morgan Hill is the TAC Administrator and Contracting Agent, as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

The Parties agree to share costs for the services as described in Exhibit A of this MOU.

The County of Santa Clara will, within thirty (30) days of the Effective Date of this MOU, submit to the other Parties an invoice for the amounts due under the MOU. Each party will make their payment to the County of Santa Clara based on the invoice amount.

SECTION 6. RECORDS AND ACCOUNTS

The County of Santa Clara will keep complete and accurate financial records related to accomplishing the purposes of this MOU. Upon reasonable notice to the County of Santa Clara, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 7. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties’ performance of their obligations under this MOU.

SECTION 8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

Due Execution: Each Party’s representatives who sign this MOU are duly authorized to sign and bind their respective agency.

SECTION 9. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise, and all such remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 10. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties 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 in 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 MOU. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this MOU. The obligations set forth in this paragraph will survive termination and expiration of this MOU.

SECTION 11. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 12. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

SECTION 13. COUNTERPARTS

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

SECTION 14. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, 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 City of Morgan Hill. For the purposes of this agreement, the approved methods of signing shall be via DocuSign or original ink signature signed in counterpart and scanned over to the CITY via electronic mail.

SECTION 15. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU.

SECTION 16. NO LEGAL RELATIONSHIP

By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

SECTION 17. GOVERNING LAW, VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

IN WITNESS OF, the Parties have executed the MOU as of the last date set forth below:

DocuSigned by:
Pamela Wu
AA92FF3291C7438
City of Cupertino - City Manager
Date: 5/2/2023

DocuSigned by:
Christopher D. Jenson
4EA6R27CD2B74E4
Approval as to form, Cupertino
Date: 5/1/2023

DocuSigned by:
Jimmy Forbis
FAB7DCFFD9254E3
City of Gilroy - City Manager
Date: 5/2/2023

DocuSigned by:
Andy Faber
1979C9EB5B68470...
Approval as to form, Gilroy
Date: 5/4/2023

DocuSigned by:
John
0B31E7C38B41464...
Date: 5/1/2023

DocuSigned by:
Gabriel England
City of Los Altos - City Manager
Date: 5/1/2023

DocuSigned by:
[Signature]
Approval as to form, Los Altos
Date: 5/1/2023

DocuSigned by:
Peter Pirneyad
Town of Los Altos Hills - Town Manager
Date: 5/1/2023

DocuSigned by:
Steve Mattas
Approval as to form, Los Altos Hills
Date: 5/19/2023

DocuSigned by:
Ashwini Kantak
City of Milpitas - City Manager /ACTING
Date: 5/10/2023

DocuSigned by:
[Signature]
Approval as to form, Milpitas
Date: 5/1/2023

DocuSigned by:
Christina Turner
City of Morgan Hill - City Manager
Date: 5/5/2023

DocuSigned by:
Donald Larkin
Approval as to form, Morgan Hill
Date: 5/1/2023

DocuSigned by:
Kimbra McCarthy
City of Mountain View - City Manager
Date: 5/5/2023

DocuSigned by:
Diana Fazely
Approval as to form, Mountain View
Date: 5/3/2023

DocuSigned by:
Dawn S Cameron
City of Mountain View - Public Works Director
Date: 5/1/2023

DocuSigned by:
[Signature]
City of Mountain View - Finance/
Administrative Services Director
Date: 5/2/2023

Sarah Zarate
City of San Jose - City Manager
Date: 5/26/2023

[Signature]
Approval as to form, San Jose
Date: 6/1/2023

DocuSigned by:
[Signature]
City of Santa Clara - City Manager
Date: 5/7/2023

DocuSigned by:
Luis M. Haro
Approval as to form, Santa Clara (City)
Date: 5/22/2023

DocuSigned by:
Kent Steffens
City of Sunnyvale - City Manager
Date: 5/2/2023

DocuSigned by:
Rebecca Moon
Approval as to form, Sunnyvale
Date: 5/1/2023

DocuSigned by:
Matthew Hada
County of Santa Clara - Director of Procurement
Date: 5/1/2023

DocuSigned by:
Willie Nguyen
Approval as to form, Santa Clara County
Date: 5/1/2023

DocuSigned by:
Pola Hiron
West Valley Solid Waste Management Authority - President
Date: 5/1/2023

DocuSigned by:
Kirsten Powell
Approval as to form, West Valley Solid Waste Management Authority
Date: 5/8/2023

DocuSigned by:
Ed Shikada
City of Palo Alto - City Manager
Date: 5/5/2023

DocuSigned by:
Caro Collins
Approval as to form, City of Palo Alto
Date: 5/11/2023

EXHIBIT A COSTS AND SCOPE OF SERVICES

Proposed Jurisdiction Contributions for Base Program and Infrastructure - FY 23-24 Program Costs										
Jurisdictions	Initial Local/Asst. Grant (LAG) Allocation	Initial program "pledge" 19% of LAG	Tier 1 Generators	Tier 2 Generators	Total Generators	Base Program Contract Cost (\$133 per generator)	Base Program Contribution (\$133 per generator)	Potential Infrastructure Enhancements	Enhancement Contribution	
Campbell	\$ 55,495	\$ 10,544	11	49	60	\$ 7,980	\$ 7,980	\$ 2,564	\$ 2,564	\$ 2,564
Cupertino	\$ 77,953	\$ 14,811	10	80	90	\$ 11,970	\$ 11,970	\$ 2,841	\$ 2,841	\$ 2,841
Gilroy	\$ 75,255	\$ 14,298	11	48	59	\$ 7,847	\$ 7,847	\$ 6,451	\$ 6,451	\$ 6,451
Los Altos	\$ 41,038	\$ 7,797	7	34	41	\$ 5,453	\$ 5,453	\$ 2,344	\$ 2,344	\$ 2,344
Los Altos Hills	\$ 20,000	\$ 3,800	0	2	2	\$ 266	\$ 266	\$ 3,534	\$ 3,534	\$ 3,534
Los Gatos	\$ 41,465	\$ 7,878	10	45	55	\$ 7,315	\$ 7,315	\$ 563	\$ 563	\$ 563
Milpitas	\$ 100,259	\$ 19,049	21	92	113	\$ 15,029	\$ 15,029	\$ 4,020	\$ 4,020	\$ 4,020
Monte Sereno	\$ 20,000	\$ 3,800	0	1	1	\$ 133	\$ 133	\$ 3,667	\$ 3,667	\$ 3,667
Morgan Hill	\$ 63,156	\$ 12,000	15	43	58	\$ 7,714	\$ 7,714	\$ 4,286	\$ 4,286	\$ 4,286
Mountain View	\$ 109,638	\$ 20,831	17	114	131	\$ 17,423	\$ 17,423	\$ 3,408	\$ 3,408	\$ 3,408
Palo Alto	\$ 89,759	\$ 17,054	7	106	113	\$ 15,029	\$ 15,029	\$ 2,025	\$ 2,025	\$ 2,025
San Jose	\$ 1,351,654	\$ 256,814	212	787	999	\$ 132,702	\$ 132,702	\$ 124,112	\$ 124,112	\$ 124,112
Santa Clara	\$ 172,504	\$ 32,776	40	162	202	\$ 26,866	\$ 26,866	\$ 5,910	\$ 5,910	\$ 5,910
Saratoga	\$ 41,085	\$ 7,806	2	26	28	\$ 3,724	\$ 3,724	\$ 4,082	\$ 4,082	\$ 4,082
Sunnyvale	\$ 202,777	\$ 39,368	26	144	170	\$ 22,610	\$ 22,610	\$ 16,758	\$ 16,758	\$ 16,758
Unincorporated SCC	\$ 113,337	\$ 23,000	13	35	48	\$ 6,384	\$ 6,384	\$ 16,616	\$ 16,616	\$ 16,616
Totals	\$ 2,575,374	\$ 491,627	402	1768	2170	\$ 288,445	\$ 288,445	\$ 203,182	\$ 203,182	\$ 203,182
West Valley Cities: FY 23-24 contributions funded by West Valley Solid Waste Management Authority							\$ 19,152	\$ 19,152	\$ 10,876	\$ 10,876

Note: Initial program pledge was based on program cost estimate before program establishment and experience with program scope of work. Enhancement Contributions may be reduced, but not the Base Program Contribution. Contributions to Infrastructure Enhancements by each agency are subject to change pending final approvals by each Agency.

**EXHIBIT A:
SCOPE OF SERVICES**

Base Program – Countywide Food Recovery Program Management

From July 1, 2023 to June 30, 2024, Joint Venture Silicon Valley will run the Santa Clara County Food Recovery Program, serving as the food recovery program (Program) on behalf of all jurisdictions (Jurisdictions) of the Parties, and coordinating with any Party performing their own enforcement.

The Base Program

1. Will develop and coordinate a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, “Short-Lived Climate Pollutants.” The Program will operate within the Party’s boundaries and replace the need for the Party to create such a program on its own.
2. Each year by March, the Program will conduct a review of new Tier 1 and Tier 2 Entities, to ensure that as businesses open in Santa Clara County, the appropriate regulated entities are added to the Tier 1 and Tier 2 lists. Closing businesses will be identified during the reporting process, and be eliminated from the lists.
3. Provide Parties with requirements for inclusion in the ‘large event’ list requested from each Party, as well as provide electronic materials for distribution for large event planners.
4. Shall provide Parties with the information and data necessary for the Parties to make their required reports to CalRecycle.
5. Shall retain records of inspections for each Party for a minimum of five (5) years.
6. Shall notify the Party promptly about any related issues that require the Party’s assistance or to request the Party lead in resolving the issue(s) that arise related to non-compliance.
7. Shall fulfill the annual education requirement for the Parties and provide the data needed for the Parties to complete required CalRecycle reports.
8. Shall conduct generator and Food Recovery Organization/Services requests for reports, compile the results, and communicate those results to the jurisdictions for inclusion in the Implementation Record Data Summary, and to Santa Clara County for use in future Capacity Planning efforts.
9. Shall conduct inspections and monitoring in compliance with CalRecycle expectations for Tier One businesses, Tier Two entities and Organizations, and Food Recovery Organizations and Services.
10. The Program shall supply appropriate content for the web site, SCCFoodRecovery.org, as well as a list of Food Recovery Organizations and Services. The list will be annually updated and made accessible to Tier 1 and 2 Entities.

11. The Program leadership shall represent the interests of the Program with other entities, Counties, and CalRecycle.
12. The Program leadership shall create reports about Program activities at the end of each fiscal year. These reports shall include monitoring statistics, details on overall compliance, compliance in certain sectors, total number of pounds of food recovered, and a summary of all enforcement actions taken.
13. Statistics about food recovery in Santa Clara County will be shared on the Office of Sustainability website as part of the Sustainability Master Plan Data Dashboard and the Annual Sustainability Report.

All Parties to this MOU will receive the Base Program services.

Infrastructure Enhancements Program

As shown in Exhibit A of this MOU, jurisdictions have chosen to contribute to the edible food recovery Infrastructure Enhancements Program which will direct additional food recovery resources to participating jurisdictions between July 1, 2023 and June 30, 2024. The Infrastructure Enhancements Program will include two subprograms, described as follows:

- 1) Small Capacity Grants. Grants will be issued to increase the food recovery capacity of food recovery organizations that serve contributing jurisdictions. Applications will be solicited, awards will be issued, and funds will be distributed. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Agency.
- 2) Food Waste Prevention Classes. A webinar/in-person series will be advertised for different sectors regulated under SB 1383 (e.g., restaurants, hospitals, schools, large events). The series will promote food waste prevention measures specific to each regulated sector, provide food recovery tips and best practices, and teach businesses and organizations how to comply with SB 1383 and local ordinances. The series will start with Tier 2, and then move into Tier 1 groups that answered 'zero pounds' in their reports, if funding allows. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Party.



Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: FRP_SharedCostAgrmt_MOU_removed West Valley Cities final_4sigsMV_5.1.23.pdf

Source Envelope:

Document Pages: 9

Signatures: 27

Envelope Originator:

Certificate Pages: 12

Initials: 0

City Clerk's Office

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17575 Peak Ave

EnvelopeId Stamping: Enabled

Morgan Hill, CA 95037

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cityclerk@morganhill.ca.gov

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Storage Appliance Status: Connected

Pool: City of Morgan Hill

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Signer Events

Andy Faber

andy.faber@berliner.com

City Attorney

Security Level: Email, Account Authentication (None)

Signature

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Using IP Address: 68.121.158.241

Timestamp

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Electronic Record and Signature Disclosure:

Accepted: 5/4/2023 2:33:49 PM

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Ashwini Kantak

akantak@milpitas.gov

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

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Viewed: 5/10/2023 10:15:19 AM

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Electronic Record and Signature Disclosure:

Accepted: 5/10/2023 10:15:19 AM

ID: 3d99ce9d-2d92-432f-bb5e-f3fae0bf276d

Caio Arellano

caio.arellano@cityofpaloalto.org

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Uploaded Signature Image

Using IP Address: 98.47.120.62

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Signed: 5/11/2023 6:02:43 AM

Electronic Record and Signature Disclosure:

Accepted: 5/11/2023 6:02:19 AM

ID: b8fef4c7-5026-4fad-93f9-5c1501443e4c

Christina Turner

christina.turner@morganhill.ca.gov

City Manager

City of Morgan Hill

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style

Using IP Address: 107.115.112.18

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Signed: 5/5/2023 5:53:50 AM

Electronic Record and Signature Disclosure:

Signer Events

Accepted: 5/5/2023 5:52:03 AM
ID: de0d7e7d-5dcf-41b1-a264-c221890ae38b

Christopher D. Jenson
christopherj@cupertino.org
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Christopher D. Jenson
4EA6B27CD2B74E4...

Signature Adoption: Pre-selected Style
Using IP Address: 136.24.22.194

Timestamp

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Signed: 5/1/2023 11:17:56 AM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 11:16:38 AM
ID: 1b0621ee-947f-4d4e-9466-6edb7d3f2f06

Dawn S Cameron
dawn.cameron@mountainview.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Dawn S Cameron
431D4C48F33C49F...

Signature Adoption: Pre-selected Style
Using IP Address: 38.99.34.33

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Viewed: 5/1/2023 4:53:11 PM
Signed: 5/1/2023 4:55:46 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 4:53:11 PM
ID: 3be33e4c-c54b-407a-a33e-0c220c19193c

Derek Rampone
derek.rampone@mountainview.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Derek Rampone
72AC48DEF84B4BF...

Signature Adoption: Drawn on Device
Using IP Address: 38.99.34.33

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Signed: 5/2/2023 3:28:25 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 11:21:57 AM
ID: a0de42d3-bc19-4af4-91ff-d09e62fa3f69

Diana Fazely
diana.fazely@mountainview.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Diana Fazely
7FF9A7208CBB4D1...

Signature Adoption: Pre-selected Style
Using IP Address: 73.189.195.168

Sent: 5/3/2023 1:48:51 PM
Viewed: 5/3/2023 2:22:56 PM
Signed: 5/3/2023 2:23:07 PM

Electronic Record and Signature Disclosure:

Accepted: 5/3/2023 2:22:56 PM
ID: 274e1052-6eb2-41dc-abdb-7e1a7fc9dc69

Donald Larkin
donald.larkin@morganhill.ca.gov
City Attorney/Risk Manager
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Donald Larkin
45E8F0273EA2464...

Signature Adoption: Pre-selected Style
Using IP Address: 71.93.229.68

Sent: 5/1/2023 11:08:50 AM
Viewed: 5/1/2023 11:15:41 AM
Signed: 5/1/2023 11:16:52 AM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 11:15:41 AM
ID: 9330dec4-8ed0-4b73-b974-f34f502102bc

Signer Events

Ed Shikada
ed.shikada@cityofpaloalto.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Ed Shikada
F2DCA19CC8B4F9...

Signature Adoption: Pre-selected Style
Using IP Address: 199.33.32.254

Timestamp

Sent: 5/1/2023 11:08:53 AM
Viewed: 5/3/2023 11:01:32 AM
Signed: 5/5/2023 9:56:54 AM

Electronic Record and Signature Disclosure:
Accepted: 5/3/2023 11:01:32 AM
ID: 9d7491c6-779e-4f4b-b273-c1976a41b3f0

Gabriel Engeland
gengeland@losaltosca.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Gabriel Engeland
1221E448CC844F5...

Signature Adoption: Pre-selected Style
Using IP Address: 98.248.50.11

Sent: 5/1/2023 11:08:42 AM
Viewed: 5/1/2023 8:37:12 PM
Signed: 5/1/2023 8:37:25 PM

Electronic Record and Signature Disclosure:
Accepted: 5/1/2023 8:37:12 PM
ID: 230984e0-2f4e-4f90-b622-22a859fa831d

Jimmy Forbis
jimmy.forbis@ci.gilroy.ca.us
City Administrator
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jimmy Forbis
FAB7DCFFD9254E3...

Signature Adoption: Pre-selected Style
Using IP Address: 71.93.228.96

Sent: 5/1/2023 11:08:41 AM
Viewed: 5/2/2023 10:43:36 PM
Signed: 5/2/2023 10:43:53 PM

Electronic Record and Signature Disclosure:
Accepted: 5/2/2023 10:43:36 PM
ID: 079f1c50-59b3-4ecc-83b7-32815a1f536d

Jolie Houston
jolie.houston@berliner.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jolie Houston
0B31E7C58B41464...

Signature Adoption: Pre-selected Style
Using IP Address: 68.121.158.241

Sent: 5/1/2023 11:08:45 AM
Viewed: 5/1/2023 11:54:20 AM
Signed: 5/1/2023 11:54:44 AM

Electronic Record and Signature Disclosure:
Accepted: 5/1/2023 11:54:20 AM
ID: 042df2e9-3f1d-457d-ae19-cc9eed44d0e1

Jovan D. Grogan
jgrogan@santaclaraca.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Jovan D. Grogan
5EA088DED5C343A...

Signature Adoption: Drawn on Device
Using IP Address: 172.58.88.157
Signed using mobile

Sent: 5/1/2023 11:08:49 AM
Viewed: 5/5/2023 7:45:07 AM
Signed: 5/7/2023 11:56:55 AM

Electronic Record and Signature Disclosure:
Accepted: 5/5/2023 7:45:07 AM
ID: 5e9934b0-786a-4665-8462-3e1f503a84ca

Kent Steffens
ksteffens@sunnyvale.ca.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Kent Steffens
0C91E813C0A345F...

Signature Adoption: Pre-selected Style
Using IP Address: 198.94.221.66

Sent: 5/1/2023 11:08:48 AM
Viewed: 5/2/2023 8:36:02 PM
Signed: 5/2/2023 9:33:31 PM

Electronic Record and Signature Disclosure:

Signer Events

Accepted: 5/2/2023 8:36:02 PM
ID: 40f98182-e26c-41ee-b04a-2bf2d2e405ed

Kimbra McCarthy
kimbra.mccarthy@mountainview.gov
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Kimbra McCarthy
253F6B189DF44AB...

Signature Adoption: Pre-selected Style
Using IP Address: 104.9.124.184
Signed using mobile

Timestamp

Sent: 5/1/2023 11:09:04 AM
Viewed: 5/5/2023 7:14:02 AM
Signed: 5/5/2023 7:16:33 AM

Electronic Record and Signature Disclosure:

Accepted: 5/5/2023 7:14:02 AM
ID: 9e3ea2b7-42c9-42a5-b420-67899d0a5625

Kirsten Powell
kpowell@loganpowell.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Kirsten Powell
00F15E0E71244B4...

Signature Adoption: Pre-selected Style
Using IP Address: 73.63.184.160
Signed using mobile

Sent: 5/1/2023 11:08:59 AM
Viewed: 5/8/2023 8:30:54 AM
Signed: 5/8/2023 8:31:40 AM

Electronic Record and Signature Disclosure:

Accepted: 5/8/2023 8:30:54 AM
ID: 39ea5193-a104-46d7-be4b-b83b88d7cd9b

Luis M. Haro
ggoogins@santaclaraca.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Luis M. Haro
0990184AB54C4B7...

Signature Adoption: Pre-selected Style
Using IP Address: 38.99.114.1

Sent: 5/1/2023 11:08:52 AM
Viewed: 5/1/2023 1:21:38 PM
Signed: 5/22/2023 12:39:39 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 1:21:38 PM
ID: 5cfd82b9-2c82-46c5-a742-65b978ec1475

Matthew Hada
matthew.hada@prc.sccgov.org
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Matthew Hada
CEA090A27E8B4EA...

Signature Adoption: Pre-selected Style
Using IP Address: 146.74.1.98

Sent: 5/1/2023 11:09:03 AM
Viewed: 5/1/2023 11:35:37 AM
Signed: 5/1/2023 11:35:53 AM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 11:35:37 AM
ID: 404a699c-fd90-4e90-b4ad-ffa503a42a9d

Michael Mutalipassi
mmutalipassi@milpitas.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
[Signature]
71850D37D7764FB...

Signature Adoption: Uploaded Signature Image
Using IP Address: 50.59.22.2

Sent: 5/1/2023 11:08:51 AM
Viewed: 5/1/2023 3:19:26 PM
Signed: 5/1/2023 3:21:21 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 3:19:26 PM
ID: cc4c3433-1741-4297-a0fe-337910c7d908

Signer Events

Pamela Wu
pamelaw@cupertino.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Pamela Wu
AA92FF3291C7438...

Signature Adoption: Pre-selected Style
Using IP Address: 64.165.34.3

Timestamp

Sent: 5/1/2023 11:08:40 AM
Viewed: 5/2/2023 8:37:35 AM
Signed: 5/2/2023 8:37:53 AM

Electronic Record and Signature Disclosure:

Accepted: 5/2/2023 8:37:35 AM
ID: 1c99465f-8f73-49c8-9b49-c01366e90343

Peter Pirnejad
ppirnejad@losaltoshills.ca.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Peter Pirnejad
7138697383344A2...

Signature Adoption: Pre-selected Style
Using IP Address: 50.239.26.174

Sent: 5/1/2023 11:08:54 AM
Resent: 5/1/2023 11:48:47 AM
Viewed: 5/1/2023 1:20:03 PM
Signed: 5/1/2023 1:21:01 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 1:20:03 PM
ID: 8a6c1047-d9f6-4897-b1c2-4d6b8f05017b

Rebecca Moon
rmoon@sunnyvale.ca.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Rebecca Moon
4004B8488114497...

Signature Adoption: Pre-selected Style
Using IP Address: 98.37.126.212

Sent: 5/1/2023 11:09:00 AM
Viewed: 5/1/2023 11:12:14 AM
Signed: 5/1/2023 11:17:31 AM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 11:12:13 AM
ID: 397f2456-e21a-4906-98b9-783350938b41

Rob Hilton
rchilton@hfh-consultants.com
President
Security Level: Email, Account Authentication (None)

DocuSigned by:
Rob Hilton
4A0B27640FF1481...

Signature Adoption: Pre-selected Style
Using IP Address: 24.6.115.57

Sent: 5/1/2023 11:08:58 AM
Viewed: 5/1/2023 11:09:58 AM
Signed: 5/1/2023 11:10:41 AM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2023 11:09:58 AM
ID: 8f58b590-31f7-4c05-b2de-a151a100f0ad

Steve Mattas
stevem@meyersnave.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Steve Mattas
6347662C49394C0...

Signature Adoption: Pre-selected Style
Using IP Address: 174.197.76.94

Sent: 5/1/2023 11:08:51 AM
Viewed: 5/5/2023 9:27:32 AM
Signed: 5/19/2023 9:51:08 AM

Electronic Record and Signature Disclosure:

Accepted: 5/5/2023 9:27:32 AM
ID: 1206ba84-549d-4f5a-ac2d-a9c8ab5f27bd

Willie Nguyen
willie.nguyen@cco.sccgov.org
Security Level: Email, Account Authentication (None)

DocuSigned by:
Willie Nguyen
A1756187CF04415...

Signature Adoption: Pre-selected Style
Using IP Address: 146.74.60.99

Sent: 5/1/2023 11:08:57 AM
Viewed: 5/1/2023 11:10:42 AM
Signed: 5/1/2023 11:15:46 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 5/1/2023 11:10:41 AM ID: a500d164-6f76-4e97-a568-7cded4a68632		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Brad Eggleston brad.eggleston@cityofpaloalto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/1/2023 12:41:43 PM
Casey Leedom cleedom@losaltosca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:46 AM
Chuck Muir chuck.muir@cityofpaloalto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:47 AM Resent: 5/1/2023 12:41:42 PM
Clif Chew clifton.chew@cep.sccgov.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:09:02 AM Viewed: 5/1/2023 11:09:52 AM
Cynthia Iwanaga cynthia.iwanaga@morganhill.ca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/1/2023 9:24:00 AM ID: 66b4f104-4cd0-4412-aff0-d3ab5542acf7	COPIED	Sent: 5/2/2023 7:49:20 AM Viewed: 5/2/2023 8:25:53 AM
Dave Staub dstaub@santaclaraca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:09:01 AM Viewed: 5/22/2023 1:00:43 PM
Hailey Gordon hgordon@hfh-consultants.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/1/2023 11:08:59 AM

Carbon Copy Events

Status

Timestamp

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Hemali Mikhael
hemali.mikhael@mountainview.gov

COPIED

Sent: 5/1/2023 11:08:46 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ivan Carmona-Torres
ivan.carmonatorres@morganhill.ca.gov

COPIED

Sent: 5/1/2023 11:08:58 AM

Viewed: 5/1/2023 11:12:26 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Cutter
jennifer.cutter@mountainview.gov

COPIED

Sent: 5/1/2023 11:08:52 AM

Viewed: 5/1/2023 11:28:24 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kim Mancera
kim.mancera@morganhill.ca.gov

COPIED

Sent: 5/1/2023 11:08:56 AM

Municipal Services Assistant
City of Morgan Hill

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Laura Lo
laura.lo@mountainview.gov

COPIED

Sent: 5/1/2023 11:08:47 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michele Young
michele.young@cep.sccgov.org

COPIED

Sent: 5/1/2023 11:08:57 AM

Viewed: 5/1/2023 3:57:39 PM

Security Level: Email, Account Authentication
(None), Login with SSO

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Myvan Khuu-Seeman
mkhuuseeman@milpitas.gov

COPIED

Sent: 5/1/2023 11:08:54 AM

Viewed: 5/22/2023 12:41:10 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paula Borges
paula.borges@cityofpalocalto.org

COPIED

Sent: 5/1/2023 11:08:55 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Sarina Revillar
 srevillar@losaltoshills.ca.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 5/1/2023 11:08:48 AM

Shikha Gupta
 sgupta@sunnyvale.ca.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 5/1/2023 11:09:02 AM
 Viewed: 5/1/2023 11:10:34 AM

Tania Katbi
 tkatbi@losaltosca.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 5/1/2023 11:08:44 AM
 Viewed: 5/22/2023 12:41:18 PM

Tanya Carothers
 tanya.carothers@moerganhill.ca.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 5/1/2023 11:08:45 AM

Ursula Syrova
 ursulas@cupertino.org
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 5/1/2023 11:08:41 AM
 Viewed: 5/22/2023 12:41:39 PM

WVSWMA
 wswma@hfh-consultants.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 5/1/2023 11:08:55 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/1/2023 11:09:05 AM
Envelope Updated	Security Checked	5/1/2023 11:48:46 AM
Envelope Updated	Security Checked	5/1/2023 11:55:45 AM
Envelope Updated	Security Checked	5/1/2023 11:55:45 AM
Envelope Updated	Security Checked	5/1/2023 12:41:42 PM
Envelope Updated	Security Checked	5/1/2023 12:41:42 PM
Envelope Updated	Security Checked	5/2/2023 7:49:20 AM
Envelope Updated	Security Checked	5/3/2023 1:48:51 PM
Envelope Updated	Security Checked	5/3/2023 1:48:51 PM
Envelope Updated	Security Checked	5/1/2023 11:10:42 AM
Certified Delivered	Security Checked	5/1/2023 11:15:46 AM
Signing Complete	Security Checked	5/22/2023 12:39:39 PM
Completed	Security Checked	

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Morgan Hill:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michelle.bigelow@morganhill.ca.gov

To advise City of Morgan Hill of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michelle.bigelow@morganhill.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Morgan Hill as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Morgan Hill during the course of your relationship with City of Morgan Hill.

ATTACHMENT 5

FIRST AMENDMENT TO AGREEMENT
CREATING THE SANTA CLARA COUNTY
RECYCLING AND WASTE REDUCTION
TECHNICAL ADVISORY COMMITTEE

This FIRST AMENDMENT ("FIRST AMENDMENT") TO AGREEMENT CREATING THE SANTA CLARA COUNTY RECYCLING AND WASTE REDUCTION TECHNICAL ADVISORY COMMITTEE ("AGREEMENT") is entered into and becomes effective on DEC 12 2023 ("Effective Date"), by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF GILROY, a municipal corporation of the State of California; CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MORGAN HILL, a municipal corporation of the State of California; CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a chartered municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All the above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS

WHEREAS, PARTIES entered into the AGREEMENT creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC");

WHEREAS, pursuant to "**Section III, Paragraph C. Attendance From A Remote Location**" of the AGREEMENT, member participation in TAC's meetings virtually through teleconference technology was strongly discouraged;

WHEREAS, starting in December 2020, pursuant to the first state of emergency teleconferencing procedures and subsequently AB 361, PARTIES were routinely meeting virtually through teleconference technology, which continues to support robust participation and communication; and

WHEREAS, PARTIES wish to enter into this FIRST AMENDMENT to revise the language in "**Section III, Paragraph C. Attendance From A Remote Location**" of the AGREEMENT to remove any indication that participation in TAC meetings virtually through teleconference technology is prohibited or strongly discouraged and allow members to participate in TAC meetings by utilizing teleconference technology, pursuant to the teleconferencing provisions in the Ralph M. Brown Act (Government Code Section 54953(b)) ("Brown Act").

FIRST AMENDMENT

NOW, THEREFORE, it is agreed among the PARTIES to incorporate the above Recitals hereto, and that the AGREEMENT is hereby amended as follows:

- 1. **Amendment.** All terms and conditions of the AGREEMENT, as attached hereto and incorporated

Approved: 12/12/2023

118325

herein as Exhibit "1" shall remain in full force and effect except that the following amendment shall be made as set forth below. "**Section III, Paragraph C. Attendance From A Remote Location**" shall be amended and replaced in its entirety by the following:

"C. Satellite and Auxiliary Teleconferencing Attendance in Meetings.

1. Definitions:

Satellite Locations: Satellite Locations are defined in paragraph 2 below and include designated locations that will be determined in advance by the TAC in consultation with the Administrator.

Auxiliary Locations: Auxiliary Locations are defined in paragraph 3 below and do not include previously designated Satellite Locations and must be approved in advance by the Administrator.

2. Satellite Locations. Meetings of the TAC may be held via video teleconference from multiple Satellite Locations located within Santa Clara County. Each designated Satellite Location will be open to the public, and public comment may be made from all Satellite Locations. The TAC shall comply with all Brown Act teleconferencing requirements, including but not limited to, requiring a quorum of the TAC to participate from Satellite Locations within the TAC's jurisdiction, posting the agendas at all Satellite Locations, and posting the members' Satellite Location on the notice and agenda. Satellite Locations, including number and location, shall be determined by the TAC in consultation with the Administrator.

3 Auxiliary Teleconference Location. In the event of an unavoidable schedule conflict, a member may participate in a meeting from an Auxiliary Teleconference Location not previously designated as a Satellite Location via teleconferencing technology, provided that an Auxiliary Teleconference Location meeting room or rooms comply with all Brown Act teleconferencing requirements, including, but not limited to, the ability to connect the Auxiliary Teleconference Location to the other locations where TAC members are meeting and the ability for the public to address the TAC directly. The Auxiliary Teleconference Location will be open to the public, and public comment may be made from the separate Auxiliary Teleconference Locations. The agenda shall be posted at each Auxiliary Teleconference Location, and the agenda will include the member's separate Auxiliary Teleconference Location on the notice and agenda. The member shall comply with all Brown Act teleconferencing requirements.

In such event, the member will notify the Administrator at least seven (7) days in advance of the meeting and request to attend from an Auxiliary Teleconference Location. The Administrator will advise the member if attendance from the Auxiliary Teleconference Location is permissible. If attendance from the Auxiliary Teleconference Location is permissible, the Administrator will comply with all Brown Act teleconferencing requirements, including but not limited to, requiring a quorum of the TAC to participate from teleconferencing locations within the TAC's jurisdiction. The member shall be responsible for posting of the agenda and public access at the Auxiliary Teleconference Location.

A member who attends a meeting from a separate Auxiliary Teleconference Location outside the jurisdiction of Santa Clara County will not be included in the count to determine a quorum; however, the member's vote will be counted. A member who attends a meeting from a separate Auxiliary Teleconference Location within the jurisdiction of Santa Clara County shall be included in the count to determine the quorum.

Attendance from an Auxiliary Teleconference Location is to be used only in rare cases of unavoidable schedule conflicts. In person and Satellite Location attendance at meetings is strongly preferred and encouraged.

2. Except as amended by this FIRST AMENDMENT, all other applicable terms and conditions of the original Agreement and attachments shall remain in full force and effect. The terms of this First Amendment shall control if any conflict exists.
3. The unenforceability, invalidity or illegality of any provision(s) of this FIRST AMENDMENT shall not render the other provisions unenforceable, invalid or illegal.
4. The PARTIES may execute this FIRST AMENDMENT in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. The parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying a verified electronic signature using technology approved by the County.
5. The signatories to this FIRST AMENDMENT warrant and represent that each is authorized to execute this FIRST AMENDMENT and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this FIRST AMENDMENT.
6. This FIRST AMENDMENT is authorized by Article XII, Section G, of the AGREEMENT, which provides that the AGREEMENT may be amended by unanimous written agreement of the PARTIES.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the PARTIES have executed this FIRST AMENDMENT effective as of the date first written above.

COUNTY OF SANTA CLARA, a political subdivision of the State of California

Date: DEC 12 2023

By: Susan Ellenberg
Name: Susan Ellenberg
President, Board of Supervisors

Approved as to Form and Legality:
Date: 12/12/2023

DocuSigned by:
By: Willie Nguyen
Name: Willie Nguyen, Esq.
Deputy County Counsel

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

ATTEST

Date: DEC 12 2023

By: Tiffany Lennear
Name: Tiffany Lennear
Clerk of the Board of Supervisors

CITY OF CAMPBELL, a municipal corporation of the State of California

Date: 11/27/2023

By: Brian Loventhal
Name: Brian Loventhal
City Manager

CITY OF CUPERTINO, a municipal corporation of the State of California

Date: 11/21/2023

By: Pamela Wu
Name: Pamela Wu
City Manager

Approved as to Form:
Date: 11/21/2023

DocuSigned by:
By: Christopher Jensen
Name: Christopher Jensen
City Attorney

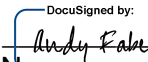
CITY OF GILROY, a municipal corporation of the State of California

Date: 11/27/2023

Approved as to Form:

Date: 12/1/2023

By: 
Name: Jimmy Forbis
City Administrator

By: 
Name: Andy Faber
City Attorney

CITY OF LOS ALTOS, a municipal corporation of the State of California

Date: 11/21/2023

Approved as to Form:

Date: 11/21/2023

By: 
Name: Gabriel Engeland
City Manager

By: 
Name: Jolie Houston
City Attorney

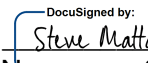
TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California

Date: 11/21/2023

Approved as to Form:

Date: 11/21/2023

By: 
Name: Peter Pirnejad
Town Manager

By: 
Name: Steve Mattas
Town Attorney


TOWN OF LOS GATOS, a municipal corporation of the State of California

Date: 11/27/2023

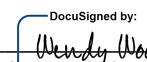
Approved as to Form:

Date: 11/21/2023

By: 
Name: Laurel Prevetti
Town Manager

By: 
Name: Gabrielle Whelan
Town Attorney

Date: 11/21/2023

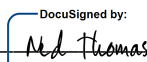
By: 
Name: Wendy Wood, Town Clerk

CITY OF MILPITAS, a municipal corporation of the State of California

Date: 11/21/2023

Approved as to Form:

Date: 11/22/2023

By: 
Name: M. Thomas

By: 

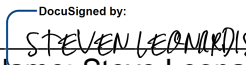
Name: Ned Thomas
Acting City Manager

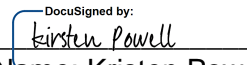
Name: Michael Mutalipassi
City Attorney

CITY OF MONTE SERENO, a municipal corporation of the State of California

Date: 11/23/2023

Approved as to Form:
Date: 11/27/2023

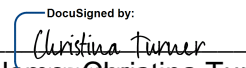
By: 
Name: Steven Leonardis
City Manager

By: 
Name: Kristen Powell
City Attorney

CITY OF MORGAN HILL, a municipal corporation of the State of California

Date: 11/26/2023

Approved as to Form:
Date: 11/22/2023

By: 
Name: Christina Turner
City Manager

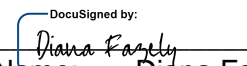
By: 
Name: Donald Larkin
City Attorney

CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California

Date: 11/23/2023

Approved as to Form:
Date: 11/21/2023

By: 
Name: Kimbra McCarthy
City Manager

By: 
Name: Diana Fazely
Assistant City Attorney

Date: 11/21/2023

Date: 11/26/2023

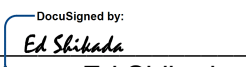
By: 
Name: Dawn Cameron
Public Works Director

By: 
Name: Derek Rampone
Finance Director & Administrative Services Director

CITY OF PALO ALTO, a municipal corporation of the State of California

Date: 11/22/2023

Approved as to Form:
Date: 12/1/2023

By: 
Name: Ed Shikada
City Manager

By: 
Name: Gaio Arellano
City Attorney

CITY OF SAN JOSE, a municipal corporation of the State of California

Date: 12/11/2023

Approved as to Form:
Date: 12/11/2023

By: *Sarah Zarate*
Email: sarah.zarate@sanjoseca.gov
Date: 12/11/2023 PST
Name: Sarah Zarate
Director of City Manager's Office of
Administration, Policy and
Intergovernmental Relations

By: *Rosalia Burgueno Tapia*
Email: rosalia.tapia@sanjoseca.gov
Date: 12/11/2023 PST
Name: Rosalia Burgueno-Tapia
Senior Deputy City Attorney

CITY OF SANTA CLARA, a chartered municipal corporation of the State of California

Date: 12/6/2023

Approved as to Form:
Date: 11/21/2023

By: *Jovan D. Grogan*
Name: Jovan D. Grogan
City Manager

By: *Luis M. Haro*
Name: Glen R. Googins
City Attorney

CITY OF SARATOGA, a municipal corporation of the State of California

Date: 11/27/2023

Approved as to Form:
Date: 11/21/2023

By: *James Lindsay*
Name: James Lindsay
City Manager

By: *Richard Taylor*
Name: Richard Taylor
City Attorney

CITY OF SUNNYVALE, a municipal corporation of the State of California

Date: 11/27/2023

Approved as to Form:
Date: 11/21/2023

By: *Kent Steffens*
Name: Kent Steffens
City Manager

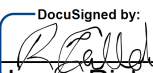
By: *Rebecca Moon*
Name: Rebecca Moon
Senior Assistant City Attorney

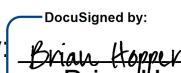
SANTA CLARA VALLEY WATER DISTRICT, a State of California Special District

Date: 12/8/2023

Approved as to Form:

Date: 12/5/2023

By: 
Name: Rick Callender, Esq.
Chief Executive Officer

By: 
Name: Brian Hopper
Senior Assistant District Counsel

RESOLUTION NO. 2024-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM
OF UNDERSTANDING AMONG LOCAL PUBLIC AGENCIES IN SANTA
CLARA COUNTY FOR COUNTYWIDE FOOD RECOVERY PROGRAM**

WHEREAS, On July 9, 2013, the City Manager signed the agreement with Santa Clara County, creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee (TAC); and

WHEREAS, On November 9, 2021, the City Council adopted ordinance No. 2021-483 amending the Los Altos Municipal Code to add Chapter 6.13 “Edible Food Recovery”; and

WHEREAS, On May 1, 2023, the City Manager signed the Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Food Recovery Program Costs; and

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

1. Authorize the City Manager to execute the Memorandum of Understanding Among Local Public Agencies in Santa Clara County for the Countywide Food Recovery Program on behalf of the City.
2. Authorizes the City Manager to take such further actions as may be necessary to implement the foregoing memorandum.
3. Authorizes the City to continue providing funding for the edible food recovery program for FY 2024/25 in the amount of \$10,446 and for FY 2025/26 in the amount of \$12,525.
4. Find that the City Council’s action in approving this resolution is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to 15273(a) in that 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.

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 11th day of June, 2024 by the following vote:

ATTACHMENT 6

AYES:
NOES:
ABSENT:
ABSTAIN:

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK



City Council Agenda Report

Meeting Date: June 11, 2024
Prepared By: Nick Zornes
Approved By: Gabe Engeland

Subject: Approve Resolution Authorizing Application to and Participation in the HCD Prohousing Designation Program

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Approve Resolution Authorizing Application to and Participation in the HCD Prohousing Designation Program.

FISCAL IMPACT

Not Applicable.

ENVIRONMENTAL REVIEW

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

BACKGROUND

Increasing the availability of housing statewide is critical to bettering the quality of life of all Californians and to ending homelessness. The 2019-2020 Budget Act provided a spectrum of support, incentives, and accountability measures to meet California’s housing goals, and provided for the establishment of the Prohousing Designation Program.

DISCUSSION

On February 27, 2024, the City Council approved the Resolution Authorizing Application to and Participation in the HCD Prohousing Designation Program (“Resolution”). The Prohousing Designation Program Application was submitted on February 29, 2024, to HCD. Staff received comments requesting a 30-day public comment and review period, which was completed on May 13, 2024. One comment was received which did not require any Application modifications. Staff is also working with the Santa Clara Continuum of Care to establish a referral process for unhoused

individuals as required by HCD’s Prohousing Designation Program. Additionally, HCD requested minor revisions to the Resolution, which has been revised to incorporate their changes and presented today for Council approval.

The Program creates incentives for Jurisdictions that are compliant with State Housing Element Law and that have enacted Prohousing Policies. These incentives will take the form of additional points or other preference in the scoring of applications for competitive housing and infrastructure programs. The administrators of each such program will determine the value and form of the preference.

Examples of HCD Prohousing Policies:

- 2H: Absence, elimination, or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.
- 2J: Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing.
- 2M: Limitation on the total number of hearings for any project to three or fewer.
- 3A: Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households.

ATTACHMENTS

1. Draft Resolution

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING
DESIGNATION PROGRAM**

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program (“Program”), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development (“Department”) has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program (“**Program Regulations**”), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City of Los Altos (“Applicant”) desires to submit an Application for a Prohousing Designation (“Application”).

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to submit an Application to the Department.
2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.
3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to Government Code sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code section 21155- 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply with and will continue to comply with the Constitution and that it has enacted best

practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

- 4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the "Program Documents").
- 5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.
- 6. The Assistant City Manager of Land Use is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

PASSED AND RE-ADOPTED this day of _____, 2024 by the following vote: AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

The undersigned, Jonathan D. Weinberg, Mayor, of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Applicant's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

ATTEST:

Melissa Thurman MMC, City Clerk



City Council Agenda Report

Meeting Date: June 11, 2024

Initiated By: City Council

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

Approved By: Gabriel Engeland, City Manager

Subject: City Council to appoint the City of Los Altos representative on the Sourcewise Advisory Council

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Staff recommends that City Council appoint the Senior Commission recommended representative to be on the Sourcewise advisory council.

At the May 6, 2024 meeting, the Senior Commission selected Commissioner Jane Cohen, by a unanimous vote, to recommend to City Council to be the City of Los Altos representative on the Sourcewise Advisory Council.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

- Does City Council wish to appoint Jane Cohen the City of Los Altos representative to the Sourcewise Advisory Council?

FISCAL IMPACT

None

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

April 30, 2024

DISCUSSION/ANALYSIS

Sourcewise is a 501 (c)(3) nonprofit organization that collaborates with Santa Clara County, state and local networks to provide access to programs and information on support services for the aging population. The purpose of the Council is to advise Sourcewise and its Board of Directors about the needs of older adults and disabled persons in the county, to advocate on behalf of the most vulnerable and those of greatest need within the community, and to inform the community of resources and services available through Sourcewise. Sourcewise was previously known as the Council on Aging for Silicon Valley.

The Advisory Council operates under the authority of the federal Older Americans Act and the state Older Californians Act. Community organizations, county districts and local agencies within Santa Clara County are represented on this 37-seat advisory council.

Advisory council members will report on events and needs within their communities and take back to their communities what they’ve learned through their council participation. Members also serve on committees of the Council that advocate for specific needs, such as transportation, legislation, or health.

Advisory council members are actively involved in the development, implementation, and monitoring of the Area Plan, which assesses unmet needs and identifies service goals and objectives. Members are also included in the evaluation of applications for grants for services such as nutrition, legal aid, and adult day care.

It is not required for advisory council members to be residents of the City but should be part of or actively engage with senior coordinating councils in their communities. They should also actively engage with advocacy organizations, elected officials, and the general public for the purpose of increasing awareness of issues of concern to older adults and disabled persons.

Sourcewise advisory council member terms are three years, beginning July 1st, and may renew for one additional term. The advisory council meetings currently take place via Zoom on the 1st Monday of each month, between 12pm and 2pm. Los Altos Senior Commission meetings are the 1st Monday of each month at 3:30pm.

The Los Altos Senior Commission is recommending Commissioner Jane Cohen to be the City of Los Altos representative on the Sourceswise Advisory Council for a three-year term starting July 2024. The Commission passed the motion for this recommendation unanimously (5-0) at its May 6, 2024 meeting.

ATTACHMENTS

- 1. Resolution

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
TO APPOINT SENIOR COMMISSIONER JANE COHEN AS THE CITY
REPRESENTATIVE TO THE SOURCEWISE ADVISORY COINCIL FOR A
THREE-YEAR TERM WITH THE POSSIBILITY OF ONE ADDITIONAL
TERM**

WHEREAS, Sourcewise is a 501 (c)(3) nonprofit organization that collaborates with Santa Clara County, state and local networks to provide access to programs and information on support services for the aging population; and

WHEREAS, the City of Los Altos would like a representative on the Sourcewise Advisory Council; and

WHEREAS, the City of Los Altos does not currently have representation on the Sourcewise 37-seat Advisory Council; and

WHEREAS, by unanimous vote at the May 6, 2024 regular meeting, the Los Altos Senior Commission recommended Senior Commissioner Jane Cohen to City Council to be the Sourcewise representative for the City of Los Altos; and

WHEREAS, Sourcewise advisory council member terms are three years, beginning July 1st, and may renew for one additional term.

WHEREAS, the Sourcewise Board of Directors will review and seat Advisory Council appointments at their meeting following receiving the appointment information; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby appoints Jane Cohen as the Sourcewise representative for 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 11th day of June, 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: June 11, 2024

Prepared By: Melissa Thurman, City Clerk

Approved By: Gabriel Engeland, City Manager

Subject: Approve the formation of a Subcommittee of the City Council for the City Manager’s Performance Review

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Approve the formation of a Subcommittee of the City Council for the City Manager’s Performance Review

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

During the “Future Agenda Items” portion of the May 28, 2024 City Council meeting, Mayor Jonathan D. Weinberg requested a future agenda item to form a Council Subcommittee of the City Manager’s Performance Review. It is recommended that Mayor Weinberg and Vice Mayor Dailey serve on this subcommittee.

Upon completion of the City Manager’s Performance Review, this subcommittee will be disbanded.



City Council Agenda Report

Meeting Date: June 11, 2024

Prepared By: Melissa Thurman, City Clerk

Approved By: Gabriel Engeland, City Manager

Subject: Approve the 2024 Youth Commission Interview Subcommittee’s appointment recommendations to the Los Altos Youth Commission for FY2024/25

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Approve the 2024 Youth Commission Interview Subcommittee’s appointment recommendations to the Los Altos Youth Commission for FY2024/25

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

- 1.) Does the Council wish to accept the recommended appointments to the Youth Commission for FY2024/25?
- 2.) Would the Council like to provide further direction to staff regarding the Youth Commission application process?

FISCAL IMPACT

Not applicable

ENVIRONMENTAL REVIEW

Not applicable

PREVIOUS COUNCIL CONSIDERATION

At the regular meeting of the City Council on December 12, 2023, the Council created the ad hoc Youth Commission Interview Subcommittee consisting of Mayor Jonathan D. Weinberg and Vice Mayor Pete Dailey.

DISCUSSION/ANALYSIS

On May 23, 2024, the Youth Commission Interview Subcommittee, consisting of Mayor Jonathan D. Weinberg and Vice Mayor Pete Dailey, in accordance with Section 2.08.030.C of the Los Altos

Municipal Code, interviewed 14 applicants to the Youth Commission. The City received 21 total applications for seven open seats to the Commission. Seven applicants were unable to attend the interviews in-person. For those who were unable to attend and who provided prior notice to the City Clerk's office regarding their schedule conflict, three questions were provided to them to submit written answers to prior to the interviews. Three of the seven applicants who could not attend in person responded with answers to those questions, and those responses were issued to Mayor Weinberg and Vice Mayor Dailey prior to the in-person interview sessions.

Out of all the applications received, none were from students from Mountain View High School.

The Youth Commission has the following vacancies to fill for FY2024/25:

- Six full-term seats, expiring in June 2026
- One partial-term seat, expiring in June 2025, due to resignation mid-term

Upon completion of the interview sessions, the Mayor and Vice Mayor confirmed their appointment recommendations for the vacancies on the Youth Commission:

Recommendations for six full-term seats, expiring in June 2026:

- Jasmine Cheng, 17 years old, 12th grade at Los Altos High School
- Darius Sayar, 16 years old, 11th grade at St. Francis High School
- Ryan Kim, 16 years old, 11th grade at Bellarmine College Preparatory School
- Asha Rammohan, 15 years old, 10th grade at Los Altos High School
- Riya Srivastava, 15 years old, 10th grade at Pinewood High School
- Ishika Anand, 14 years old, 9th grade at Los Altos High School

Recommendation for one partial-term seat, expiring in June 2025:

- Talinn Hatti (Incumbent), 16 years old, 12th grade at Los Altos High School

The following two applicants were identified as Alternates, should any of the above students be unable to accept their appointment to the Youth Commission:

- Aaroushi Sheth, 15 years old, 10th grade at Homestead High School
- Rishi Chen, 15 years old, 10th grade at Pinewood High School

If the City Council accepts the subcommittee's recommendation and each of the applicants accepts the appointment, then next year's Youth Commission will be composed as follows:

Name	Age	Grade	School
Vibha Bengani	15	11	Homestead HS
Sophie Chen	16	12	Woodside Priory
Mariana Leaver	16	11	Living Wisdom HS
Eli Sobel	17	12	Kehillah
Cheng, Jasmine	17	12	Los Altos HS
Darius Sayer	16	11	St. Francis
Ryan Kim	16	11	Bellarmino Col. Prep.
Asha Rammohan	15	10	Los Altos HS
Riya Srivastava	15	10	Pinewood
Ishika Anand	14	9	Los Altos HS
Talinn Hatti	16	12	Los Altos HS



City Council Agenda Report

Meeting Date: June 11, 2024

Prepared By: Jon Maginot

Approved By: Gabriel Engeland

Subject: Resolution authorizing application to the Director of Industrial Relations for a Certificate of Consent to self-insure Workers' Compensation liabilities

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Adopt a Resolution authorizing application to the Director of Industrial Relations, State of California for a Certificate of Consent to self-insure Workers' Compensation liabilities

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

None

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION/ANALYSIS

Historically, the City of Los Altos has been self-insured for Workers Compensation Insurance coverage. As of July 1, 2024, the City will join the Bay Cities Joint Powers Insurance Authority (BCJPIA) Workers Compensation Pool. As the City is joining BCJPIA, the City is required to adopt a resolution authorizing application to the State of California for a certificate of consent to self-insure and indicating that the City is joining the JPA.

ATTACHMENTS

1. Resolution No. 2024-xx

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AUTHORIZING APPLICATION TO THE DIRECTOR OF INDUSTRIAL
RELATIONS, STATE OF CALIFORNIA FOR A CERTIFICATE OF CONSENT
TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES**

WHEREAS, the City of Los Altos is currently self-insured for Workers' Compensation and will be joining the Bay Cities Joint Powers Insurance Authority Workers' Compensation Pool as of July 1, 2024; and

WHEREAS, the City is required to submit an application to the State of California for a Certificate of Consent to self-insure workers' compensation liabilities.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby authorizes the City of Los Altos to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and the City Manager, or his designee, is authorized to execute any and all documents required for such application.

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 D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC, CITY CLERK



City Council Agenda Report

Meeting Date: June 11, 2024

Initiated By: City Council

Prepared By: Aida Fairman, Public Works Director

Approved By: Gabriel Engeland, City Manager

Subject:

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Conduct a Hearing regarding the Report of Sewer Charges to be collected on the Fiscal Year 2024/25 Tax Roll; waive all objections and protests; adopt Resolution No. 2024-__ approving the Report of Sewer Service Charge for the Fiscal Year 2024/25 and directing the Filing of Charges for Collection by the County Tax Collector; and find that the adoption of the resolution is exempt from review under CEQA pursuant to CEQA Guidelines Section 15273

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

Not applicable

FISCAL IMPACT

There is no fiscal impact on the City’s General Fund. The annual sewer service charge of \$9,598,091.49 will be included in the FY24-25 Sewer Fund revenue budget.

ENVIRONMENTAL REVIEW

The adoption of the proposed resolution is statutorily exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15273 (Rates, Fares, Tolls, and Charges), in that the proposed action involves setting and collecting sewer rates that will be used in the ongoing operation and maintenance of existing sewer infrastructure or to fund capital projects within an existing service area.

PREVIOUS COUNCIL CONSIDERATION

June 27, 2023; June 13, 2023; May 9, 2023; February 28, 2023

DISCUSSION/ANALYSIS

Los Altos Municipal Code Chapter 10.12 authorizes the City to impose sewer service charges to fund costs associated with the City’s sanitary sewer system. The City Council passed Ordinance No. 2023-494 in June 2023, establishing sewer rates to be applied for the five-year period beginning FY 2023/24 and ending in FY 2027/28.

In accordance with Municipal Code sections 10.12.135 and 10.12.140 and Ordinance No. 2023-494, the rate structure for the sewer service charges is comprised of two components: (1) a fixed annual per parcel base charge that is determined based on the number of equivalent dwelling units (“EDU”) assigned to a property; and (2) a variable quantity charge. One EDU equates to the quantity of wastewater an average single-family residential customer discharges to the sewer system. One EDU is assigned to each single-family residential home. The number of EDUs assigned to other customers is based on their expected wastewater flows relative to an average single-family residential customer. The quantity charge is imposed on a per-unit basis, with one unit equal to one hundred cubic feet, or 745 gallons, of metered water use. The total amount of the quantity charge is based on a customer’s average winter water use from the prior year (using the three wettest months of the prior year) multiplied by 12 and is designed to reflect a customer’s estimated wastewater flow. Estimated average winter water usage best reflects actual flows into the sewer system because outdoor water use is least likely to occur.

The City’s Sewer Service Charges are imposed pursuant to California Health and Safety Code section 5471 et. Seq. Section 5471 previously required that charges adopted in accordance therewith be adopted by an ordinance approved by two-thirds of the members of the City Council. Ordinance 2018-445 amended the Municipal Code Section 10.12.130 to allow future Sewer Service Charges to be adopted by a resolution in accordance with the provisions of the amended Health and Safety Code section 5471.

In order to levy sewer service charges on property bills for FY 2024/25, the Council must hold a hearing on the report of charges to be submitted to the County for collection for the fiscal year. That report, prepared by NBS, is on file with the City Clerk, and the body of the report (excluding the parcel list) is included here as Attachment 1. Following the hearing, the Council may adopt Resolution 2024- ____ and direct the Filing of Charges for Collection by the County Tax Collector.

Notices of hearing to consider the Annual Sewer Service Charge Report were published in the Los Altos Town Crier on May 8 and May 15, 2024.

ATTACHMENTS

- 1. NBS Sewer Service Charge Report dated June 2024 without Listing of Sewer Service Charges
- 2. Resolution No. 2024 - ____

ATTACHMENT 1

CITY OF LOS ALTOS

Fiscal Year 2024/25 Annual Report For:

Sewer Service Charge

June 2024

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

**CITY OF LOS ALTOS
SEWER SERVICE CHARGE
Los Altos City Hall
1 North San Antonio Road
Los Altos, CA 94022
Phone - (650) 947-2700**

CITY COUNCIL

Jonathan Weinberg, Mayor

Pete Dailey, Vice Mayor

Lynette Lee Eng, Councilmember

Neysa Fligor, Councilmember

Sally Meadows, Councilmember

CITY STAFF

Gabriel Engeland, City Manager

Aida Fairman, Public Works Director

Thanh Nguyen, Senior Civil Engineer

NBS

Tim Seufert, Client Services Director

Adina McCargo, Project Manager

Kristin Harvey, Administrator

TABLE OF CONTENTS

- 1. INTRODUCTION 1
- 2. SEWER SERVICE CHARGE CALCULATION 2
 - 2.1 Base Charge (Per EDU) 2
 - 2.2 Usage Charge (Per Unit of Estimated Sewer Use)..... 2
- 3. SEWER SERVICE CHARGE RATES 3
- 4. WET SEASON MONTHS 4
- 5. SUMMARY OF LAND USE CLASSIFICATIONS 5
- 6. TOTAL ANNUAL CHARGES 6
- 7. LISTING OF SEWER SERVICE CHARGES 7
- 8. RESOLUTION FOR FISCAL YEAR 2024/25 8

1. INTRODUCTION

The City of Los Altos (the “City”) imposes a Sewer Service Charge to fund costs associated with the City’s sanitary sewer system in accordance with its Municipal Code Chapter 10.12. The City restructured the Sewer Service Charge in July 2013 to ensure a flow-of-funds for the on-going operation and maintenance, and to fund the upgrading and refurbishing of the City’s sanitary sewer system. The main objectives for updating the rate structure were to ensure a fair and equitable charge to all sewer users and to stabilize the charges to provide needed revenue.

A study was completed in February 2018 to support increased rates beginning July 1, 2018 and ending June 30, 2023. The City Council adopted an Ordinance in July 2018 establishing the Sewer Service Charge to be applied to each of the succeeding five fiscal years.

A study was completed in January 2023 to support increased rates beginning July 1, 2023 and ending June 30, 2028. The City Council will review a current Ordinance in June 2023 to establish the Sewer Service Charge to be applied to each of the succeeding five fiscal years, which is comprised of a base charge per equivalent dwelling unit, plus a usage charge per estimated sewer unit. The adopted rate structure is designed to reduce volatility in the City’s sewer revenue stream and equitably allocate costs to each customer class of sewer use.

The Sewer Service Charge is levied pursuant to the California Health and Safety Code, Sections 5471 et seq. and the City’s Municipal Code Chapter 10.12. Payment of the Sewer Service Charge for each parcel will be made in the same manner and at the same time as payments are made for property taxes. This report contains the necessary data required to establish the Sewer Service Charge and is submitted for filing in the office of the City Clerk, where it shall remain open for public inspection.

2. SEWER SERVICE CHARGE CALCULATION

The total annual Sewer Service Charge for a parcel will be the sum of the base charge plus the usage charge. The calculation for each charge is described in this section and detailed in the City’s Municipal Code Chapter 10.12.

2.1 Base Charge (Per EDU)

The base charge is determined by multiplying the per equivalent dwelling unit (EDU) rate by the number of EDUs on each parcel. For residential parcels, 1.0 EDU is assigned for each dwelling unit (multi-family residential parcels included).

Parcels with non-residential structures or improvements shall also be assigned 1.0 EDU for the first 110 water units (or fraction thereof) of estimated sewer use for non-residential improvements on the parcel plus a number of additional EDUs (or fractions thereof) equal to the remaining estimated sewer use for non-residential improvements on the parcel divided by 110. A minimum of 1.0 EDU is assigned to each non-residential parcel or group of parcels associated with a shared meter.

Where multiple non-residential parcels share a common water meter, the equivalent dwelling units calculated based on water use measured by that meter shall be divided equally amongst the parcels sharing the meter.

2.2 Usage Charge (Per Unit of Estimated Sewer Use)

The usage charge is based on water consumption data provided by the California Water Service Company for the previous year. The three monthly billing periods which indicate the lowest total water consumption are selected as the wet seasons in that they represent a reasonable approximation of the amount of sewer usage. Water usage from the wet season months is averaged and multiplied by 12 to calculate estimated annual sewer usage. One unit is equal to 100 cubic feet of sewer use.

Where actual monthly water consumption data is not available for a water account on a parcel (as when a structure(s) on the parcel is recently connected to a water system), sewer use is estimated as the average estimated sewer use for the prior year of all parcels in the same land use. For purposes of this section, land uses are classified as follows:

- Single-Family Home
- Condominium Unit
- Multi-Family Residence (two dwelling units)
- Multi-Family Residence (three to four dwelling units)
- Multi-Family Residence (five or more dwelling units)
- Church
- Commercial/Industrial
- Institutional
- Park
- School
- Government

3. SEWER SERVICE CHARGE RATES

To provide the revenue to keep up with the increase in projected revenue needs, the City is in the process of adopting an updated five-year rate structure based on a rate study completed in January 2023. Both the base charge and the usage charge per sewer unit will be increased annually each year. One unit is equal to 100 cubic feet of sewer use. The following table shows the proposed rates through Fiscal Year 2027/28 based on the rate study.

Adopted Rates	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Per EDU (Base Charge)	\$340.49	\$391.56	\$450.29	\$517.83	\$595.50
Per Unit of Estimated Sewer Use (Usage Charge)	\$3.30	\$3.80	\$4.37	\$5.03	\$5.78
Percentage Increase over Prior Fiscal Year	15.0%	15.0%	15.0%	15.0%	15.0%

4. WET SEASON MONTHS

The “wet season months” are the three monthly billing periods for which the records of the California Water Service Company indicate the lowest total water consumption during that calendar year by parcels connected to the City’s sewer system that are serviced by the California Water Service Company.

In 2023, the City’s three lowest months for water use were January, February, and March. Therefore, these are the months used to calculate each individual parcel’s estimated annual sewer usage for Fiscal Year 2024/25.

The following table provides the total annual sewer usage for calendar year 2023, as provided by the California Water Service Company.

Calendar Year 2023 Total Water Consumption for the City of Los Atos ^(1,2)											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
108,119	96,662	94,989	111,626	176,066	266,316	300,060	284,321	307,845	263,174	218,919	169,020

(1) Data provided by the California Water Service Company for the City of Los Altos and certain parcels located within the Town of Los Altos Hills and unincorporated areas of the Santa Clara County that are connected to the City’s sewer system.

(2) One unit = 100 cubic feet of sewer use.

5. SUMMARY OF LAND USE CLASSIFICATIONS

The following summarizes the estimated annual sewer usage for properties that are connected to the City’s sewer system for Fiscal Year 2024/25.

Land Use Classification	Number of Parcels ⁽¹⁾	Total Estimated Yearly Sewer Use (in Units) ⁽¹⁾	Average Sewer Use Per Parcel ⁽²⁾
Single-Family Home	10,368	906,744	87
Condominium Unit	1,033	53,645	52
Multi-Family Residence (two units)	65	5,900	91
Multi-Family Residence (three to four dwelling units)	11	1,208	110
Multi-Family Residence (five or more dwelling units)	68	22,838	336
Church	22	9,436	429
Commercial/Industrial	458	87,750	192
Institutional	3	15,348	5116
Park	4	2,084	521
School	10	9,560	956
Government	10	8,036	804
Vacant	2	0	0

- (1) Usage data includes all parcels in the City of Los Altos and in unincorporated Santa Clara County served by the City of Los Altos’s sewer program. The City’s program uses capacity and facilities provided to the program by the City of Mountain View to serve some parcels in the City of Los Altos. These parcels are charged a Sewer Service Charge by the City of Los Altos, and data for these parcels is included in the above table. The City of Los Altos compensates the City of Mountain View for access to the Mountain View sewer system by providing the Mountain View’s sewer program with access to a similar volume of service from the Los Altos system. Parcels located in Mountain View, but connected to the City’s sewer system, are receiving service from the Mountain View sewer program and are not included in the above table or subject to City’s Sewer Service Charge. Additionally, the City of Los Altos sells sewer services, in bulk, to the Town of Los Altos Hills, and the Town uses these services to serve parcels located in Los Altos Hills. Usage by parcels in Los Altos Hills is not shown in the above table because these parcels are not subject to the Sewer Service Charge. Instead, the full cost of the services indirectly provided by the Town of Los Altos Hills parcels is covered by the direct payment to the City from the Town of Los Altos Hills. Costs of these services are not spread to parcels directly served by the City of Los Altos sewer program.
- (2) Average consumption based upon parcels where actual usage data was available. Developed properties that are connected to the City’s sewer system, which water consumption information is not available, are charged at the average sewer use per parcel identified above.

6. TOTAL ANNUAL CHARGES

The following summarizes the total Sewer Service Charges to be levied in Fiscal Year 2024/25, as compared to the total charges in the prior two years.

Description	Fiscal Year 2024/25	Fiscal Year 2023/24	Fiscal Year 2022/23
Total Sewer Service Charges	\$9,598,091.49	\$9,662,442.16	\$8,294,902.06
Number of parcels	12,054	12,056	12,059

7. LISTING OF SEWER SERVICE CHARGES

Santa Clara County Assessor's (the "Assessor") parcel identification, for each lot or parcel subject to the Sewer Service Charge, shall be based on the Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of Assessor's parcels subject to the Sewer Service Charge for Fiscal Year 2024/25, along with the charge amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on Assessor's secured roll data, current assessor's parcels, including corrected and/or new Assessor's parcels, will be submitted and/or resubmitted to the Santa Clara County Auditor/Controller. The annual charge amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the City's Municipal Code Chapter 10.12 and charge rate approved in this report. Therefore, if a single Assessor's parcel has a status change in development, other land use change, or subdivides into multiple Assessor's parcels, the charge amounts applied to each of the new Assessor's parcels shall be recalculated and applied according to the approved method outlined in the City's Municipal Code Chapter 10.12 and charge rate rather than a proportionate share of the original charge amount.

8. RESOLUTION FOR FISCAL YEAR 2024/25

The following page presents the Resolution approving the report of Sewer Service Charges for Fiscal Year 2024/25 and directing the filing of charges for collection by the Santa Clara County Tax Collector.

RESOLUTION NO. 2024-___**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
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**

WHEREAS, PURSUANT TO Chapter 10.12 of Los Altos Municipal Code, the City of Los Altos imposes Sewer Service Charges upon parcels connected to the sewer system; and

WHEREAS, pursuant to section 5473 of the California Health and Safety Code, the City Council has elected to annually collect the Sewer Service Charges on the property tax roll; and

WHEREAS, the Public Works Director has caused to be prepared a report (the “Report”) containing a description of each parcel of real property subject to the Sewer Service Charges and the amount of the Sewer Service Charges to be imposed on each such parcel for Fiscal Year 2024/25, computed in conformity with the rates prescribed by Ordinance of this City Council, which report is filed with the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, on June 11, 2024, following publication of notice as required by law, the City Council held a full and fair public hearing with respect to the Report, and at such hearing the City Council heard and considered all protest and objections to the Report; and

WHEREAS, the City Council desires to approve the Report and to submit the Sewer Service Charges described therein to the Santa Clara County Tax Collector for collection on the Fiscal Year 2024/25 tax roll.

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

1. The City Council hereby overrules all protests and objections to the Report on the Sewer Service Charges and confirms and approves the Report and the Sewer Service Charges to be imposed on each parcel within the City subject to such charges as submitted; and
2. The City Clerk is instructed and authorized to transmit the Report to the Santa Clara County Tax Collector and to file the necessary documents with the Tax Collector that the Sewer Service Charges set forth in the Report will be included on the Santa Clara County Tax Roll for Fiscal Year 2024/25.

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 11th day of June, 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: June 11, 2024

Initiated By: City Staff

Prepared By: Gabe Engeland

Subject: Hold a Public Hearing and adopt Resolutions approving the Appropriations Limit; FY24-25 Fee Schedule; FY24-25 Salary Schedule; FY24-25 Utility User Tax; FY24-25 Transient Occupancy Tax; FY24-25 Operating Budget; and, FY24-29 CIMPP

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Staff recommends the City Council adopt the following items:

1. City of Los Altos Resolution No. 2024-XX FY24-25 Appropriations Limit
2. City of Los Altos Resolution No. 2024-XX FY24-25 Fee Schedule
3. City of Los Altos Resolution No. 2024-XX FY24-25 Salary Schedule
4. City of Los Altos Resolution No. 2024-XX FY24-25 Utility User Tax
5. City of Los Altos Resolution No. 2024-XX FY24-25 Transient Occupancy Tax
6. City of Los Altos Resolution No. 2024-XX FY24-25 Operating Budget
7. City of Los Altos Resolution No. 2024-XX FY25-29 Capital Improvement and Major Maintenance Program

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

Does the Fiscal Year 24/25 Budget and Capital Improvement and Major Maintenance Program (CIMPP) meet the priorities as established in the City Council Strategic Goals?

FISCAL IMPACT

Adoption of the attached resolutions will establish appropriations limits, fees, salaries, utility user tax, transient occupancy tax, the operating budget, and the capital improvement and major maintenance program from the 2024/25 Fiscal Year.

ENVIRONMENTAL REVIEW

These resolutions are exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act of 1970, as amended.

PREVIOUS COUNCIL CONSIDERATION

The City Council considers adoption of these resolutions at least annually.

DISCUSSION/ANALYSIS

The City Council will consider the attached resolutions which will approve the Financial Policy, the Appropriations Limit, the FY24-25 Fee Schedule, the FY24-25 Salary Schedule, FY24-25 Utility User Tax, FY24-25 Transient Occupancy Tax, FY24-25 Operating Budget, and FY25-29 Capital Improvement and Major Maintenance Program that allows the City to continue operations in the new fiscal year.

The proposed Fiscal Year 24-25 operating budget is presented as an annual budget, as opposed to budgets prior to the 23-24 operating budget, which were biennial. This change was made to allow the budget to reflect the Council Priorities as they are established annually. The operating budget, along with the 5-year (FY2025-29) Capital Improvement and Major Maintenance Plan were completed as part of a zero-based budget where the Executive Team met twice weekly over the course of several months in preparation for budget adoption. Every proposed expenditure was presented to the Executive Team to verify that the expenditure was necessary and financially prudent. The operating budget and CIMMP are intended to be the implementation of the City Council Strategic Goals, most recently established in January of 2024.

The City's mission is to be a sustainable, vibrant, and inclusive community in which to live, work, visit, and play. The City Council Strategic Goals highlight those areas identified by the Council for emphasis and focus. The City Council will accomplish these goals by engaging the community and making decisions which are equitable, sustainable, and fiscally prudent. The City Council will ensure that appropriate resources are allocated to maintain Los Altos as a great place to live and work, including providing a work culture and environment that supports recruitment and retention of exceptional employees to provide City services and maintenance and improvement of the City's assets.

Business Communities

The city of Los Altos will support the different business communities, including implementing specific projects and/or elements of the Housing Element and Downtown Vision Plan, and launching initiatives to bolster the business communities.

Circulation Safety and Efficiency

The city of Los Altos will continue implementing the City's policies as expressed in the Complete Streets Master Plan and other plans which support improving circulation safety and efficiencies, with an emphasis on improving Safe Routes to Schools.

Environmental Sustainability

The city of Los Altos will be a leader in environmental sustainability through education, incentives and adaptation initiatives, and practices identified in the City's Climate Action and Adaptation Plan.

Housing

The city of Los Altos will implement the Housing Element, programs, and policies to facilitate, incentivize and administer the availability of housing that is safe, diverse and affordable for all

income levels to meet the needs of the Community and seek to increase and protect its green space.

Neighborhood Safety Infrastructure

The city of Los Altos will conduct a public safety facilities condition assessment on the condition of the police station and the two firehouses and based on the public safety needs of the community, develop a plan to replace, repair and/or rehabilitate the City’s public safety infrastructure.

For highlighted areas where the proposed operating budget and CIMMP implement the City Council’s strategic goals, please see attachment titled “Council Priorities Budget Detail.”

Transfer to Internal Service Funds, Emergency & Operating Reserve, and Unreserved Fund Balance.

Overarching to each of the City Council strategic goals is to ensure appropriate resources are allocated to maintain Los Altos as a great place to live and work. To this end, Staff is recommending additional funds be included in the PERS Reserve fund, as well as the newly established Facility Maintenance Fund and Fleet Vehicle Fund.

Included in the year end of the current fiscal year (23/24) and proposed operating budget (24/25), Staff is proposing additional funding to the CalPERS Reserve (PERS Reserve Fund) to continue making Additional Discretionary Payments (ADP) to CalPERS in addition to the annual payment and the Unfunded Accrued Liability (UAL) payment. Staff is proposing to fund the PERS Reserve at \$5.5M through a \$5M transfer in the current budget at year end, and \$500k in the proposed budget. Similar to past years, transfer the payment to CalPERS at year end, after all other obligations have been met.

The proposed changes to the year-end current fiscal year budget and the proposed budget funds an additional \$2M be transferred to the Facility Maintenance Fund, bringing the total reserve funding to \$3M, and additional funding of \$500,000 to the Fleet Fund, bringing the total funding to \$1.5M.

Finally, the proposed budget will maintain the Emergency & Operating Reserve at 20% of proposed expenditures (\$11.08M) in the General Fund.

After all transfers from the General Fund and maintenance of the Emergency & Operating Reserve of 20%, the proposed budget includes an unreserved fund balance of approximately \$16.4M.

General Fund Revenues

Total General Fund Revenue in the proposed budget is \$58.4M, an increase of 8% over the projected actual General Fund Revenues in the current fiscal year (\$54.4M). Property taxes account for 62% of revenues (\$35.9M), Sales Tax account for 6% (\$3.57M), the Utilities User Tax (UUT) also accounts for approximately 6% of revenues (\$3.57M), and the Community Development Fees account for 9.5% of revenues (\$5.9M). All other categories of General Fund Revenue (Other Taxes, Franchise Fees, Recreation Fees, Intergovernmental, Grants and

Donations, Interest Income, and Miscellaneous Revenue combine for the remaining 16% of revenues.

For specific information on General Fund Revenues, please see attachment titled “Draft Fiscal Year 24/25 Budget General Fund.”

General Fund Expenditures

Total General Fund Expenditures in the proposed budget are \$55.4M. This is an increase of 7% over the adopted FY23/24 budget. Increases largely reflect greater costs in personnel salaries and benefits, insurance costs, CalPERS payments (including regular payment and unfunded accrued liability payment), non-profit and civic contribution through grants and contracts, and increases to contracts for service.

The greatest total increase is realized in Public Safety, which saw mandatory contract increases in the Fire Contract (\$463,000), Pets in Need Contract (\$134,000), and the Crossing Guard Contract (\$58,000).

Total Revenues over Expenditures in the proposed budget estimate an operating surplus of \$1.5M for the coming budget year.

For specific information on General Fund Expenditures, please see attachment titled “Draft Fiscal Year 24/25 Budget General Fund.”

Sewer Fund Summary:

Total Revenues for the Sewer Fund are projected to be \$10.8M, an increase from \$9.7M in the current fiscal year. The Unrestricted Fund Balance, after investments, capital outlays, and transfers is expected to decrease to \$4.2M from \$9.9M. This decrease is due to expenses and investments in infrastructure both in Los Altos as well as in the joint wastewater treatment plant, operated by Palo Alto. The joint wastewater treatment plant is expected to pursue a line of credit of up to \$31M to address cash flow shortfalls. If approved, each of the partner agencies will participate in the interest payments for the line of credit, but the annual amount is not known at this time.

For specific information on Enterprise Fund Summaries, please see attachment titled “Draft Fiscal Year 24/25 Budget Enterprise Funds.”

FY25-29 Capital Improvement and Major Maintenance Program

The City of Los Altos prepares the Capital Budget as part of the Operating Budget, which appropriates funds for specific programs and projects and is reviewed annually to enable the City Council to reassess projects in the program.

A capital project typically involves the purchase or construction of major fixed assets such as land, buildings, and any permanent improvement including additions, replacements, and major alterations having a long-life expectancy.

Additionally, capital projects may apply to: 1) expenditures that take place over two or more years and require continuing appropriations beyond a single fiscal year; 2) systematic acquisitions over

an extended period of time, or 3) scheduled replacement of specific elements of physical assets. Generally, only those items costing \$10,000 or more are considered as capital projects.

In FY23-24, the City began to identify projects in the Major Maintenance Program. Those projects apply to: 1) upgrading and maintaining buildings & transportation corridors at current, competitive standards; 2) addressing code and safety issues, mechanical, electrical, and plumbing systems, exterior and structural shortcomings, cosmetics, and immediate landscape issues; 3) dollars needed to extend the life of whatever is being corrected for the cycle of life designated for the building (typically ten years).

All Capital Improvement projects are nonrecurring capital expenditures, and all Major Maintenance Projects are recurring expenditures. In FY24-25, the City plans to appropriate \$20.1 million for Capital Improvement and Major Maintenance Program, of this amount \$8.6M are transfers into the CIMMP including \$3.9M from the General Fund.

The CIMPP coverages projects in the below categories with more detailed project listings in the program resolution:

- Civic Facilities-Buildings
- Civic Facilities-Parks and Trails
- Community Development
- Downtown Development
- Equipment & Vehicles
- Infrastructure
- Studies
- Technology
- Transportation-Pedestrian/Bicycle Safety
- Transportation-Streets/Roadways
- Wastewater Systems

For specific information on CIMPP projects, please see attachment titled “Draft Fiscal Year 24/29 CIMPP Detail.”

ATTACHMENTS

1. FY 24/25 Budget Presentation
2. Council Priorities Budget Detail
3. Draft Fiscal Year 24/25 Budget General Fund
4. Draft Fiscal Year 24/25 Budget Enterprise Funds
5. Draft Fiscal Year 24/29 CIMPP Detail
6. City of Los Altos Resolution No. 2024-XX FY24-25 Appropriations Limit
7. City of Los Altos Resolution No. 2024-XX FY24-25 Fee Schedule
8. City of Los Altos Resolution No. 2024-XX FY24-25 Salary Schedule
9. City of Los Altos Resolution No. 2024-XX FY24-25 Utility User Tax
10. City of Los Altos Resolution No. 2024-XX FY24-25 Transient Occupancy Tax
11. City of Los Altos Resolution No. 2024-XX FY24-25 Operating Budget
12. City of Los Altos Resolution No. 2024-XX FY25-29 Capital Improvement and Major Maintenance Program

FY24-25 Annual Operating Budget and Five-Year Capital Improvement & Major Maintenance Program

June 11, 2024



Recommended City Council Actions



Adopt the resolution for Gann Limit



Adopt the resolution for City's Fee Schedule



Adopt the resolution for City's Financial Policy



Adopt the resolution for FY25 Salary Schedule



Adopt the resolution for FY25 Utility User Tax (UUT)



Adopt the resolution for FY25 Transient Occupancy Tax (TOT)



Adopt the resolution for FY25 Operating Budget



Adopt the resolution for FY25-29 Capital Improvement and Major Maintenance Program



Today's Agenda

City Council Strategic Priorities

23/24 Year End Transfer

General Fund Revenue

General Fund Expenditures

Sewer

Solid Waste

CIMMP



City Council Priorities



City Council Priorities: Business Communities

<u>Item</u>	<u>Budget Information/Details</u>
Downtown Park/Parking Structure	\$500,000 IN CD-01030
Downtown Theater	Signed MOU with TWG for placement in parking plaza.
Solar Lighting	Budgeted \$200,000 in CD-01025
E-Bike Parking	Budgeted \$50,000 in CD-01025
Electric Vehicle Charging	Budgeted \$25,000 in CD-01031 (new CIP Project)



City Council Priorities: Circulation Safety and Efficiency

<u>Item</u>	<u>Budget Information/Details</u>
Safe Routes to Schools	Staff will work with CSC to finalize projects, design in Fall 24, bid in Feb 25, work complete in May/June of 25.
Annual Street Improvements: Complete streets, maintenance, rehabilitation, rebuild	Staff will work to finalize projects, design in Fall 24, bid in Feb 25, work complete in May/June of 25.
Crossing Guard Program	Contract signed for upcoming school year. Changes will be proposed to program based on meetings with Schools.
San Antonio Bike Lanes/Redesign	The construction of CIP TS-01062 is anticipated for Spring 2026.
ECR Bike Lanes	CalTrans anticipates the project to be completed by October of 2024



City Council Priorities: Environmental Sustainability

<u>Item</u>	<u>Budget Information/Details</u>
Incentivize Programs for Electrification	EC Sub Committee was formed in March. \$50k included in Operating budget to help incentivize Electrification, ACCT# 3410-5270
Tree Mitigation Fund for replanting/assistance with removal	The Tree Mitigation Fund is established
Stormwater A) Mandates or Conveyance	Proposed budget includes the design of conveyance projects under CIP CD-01012.
Stormwater B) Education and Establishment of Districts	\$25K from acct. # 3310-5270
Building Electrification	Contract signed for LAYC conversion in 4/24. Plans call for all electric building
Fleet Electrification Vehicles	PD purchased: A) Ford Mach-E extended range admin vehicle, B) Ordered 2025 Chevy Blazer pursuit rated vehicle (available July 24), c) FY 24/25 additional 3 E-Vehicles Two patrol, one Admin
Fleet Electrification Infrastructure	Fund in 24/25 \$500,000 (CIP XX-XXX) for PD E-vehicle infrastructure



City Council Priorities: Housing

<u>Item</u>	<u>Budget Information/Details</u>
330 Distel Options	Information item provided to Council.
Transitional Housing and Safe Parking	Will schedule as requested.
Moving Responsibilities from Alta Housing Contract Administration	Scheduled Completion of 6/30/24
Housing Element Implementation	On-Going



City Council Priorities: Neighborhood Safety Infrastructure

<u>Item</u>	<u>Budget Information/Details</u>
Facilities Condition Assessment for Police Building and both Fire Stations	FCA Report complete. Ready to present at June meeting.
Police	City Council to determine next steps
Fire	\$250,000 in proposed 24/25 Budget and \$1.25M in CIMMP



City Council Overarching Goals: Equitable, Sustainable, Fiscally Prudent.

FY 23/24

FY 24/25 Proposed Budget

City Council establishes funds to address overarching goals:

Facility Maintenance: (\$2M)
Fleet Vehicle Fund: (\$1M)
PERS Reserve: (\$5M)

Facility Maintenance: \$1M
Fleet Vehicle Fund: \$500k
PERS Reserve: \$500k



FY24-25 Annual Operating Budget

June 11, 2024



City Commission Review and Implementation

Prior to budget Adoption: Review

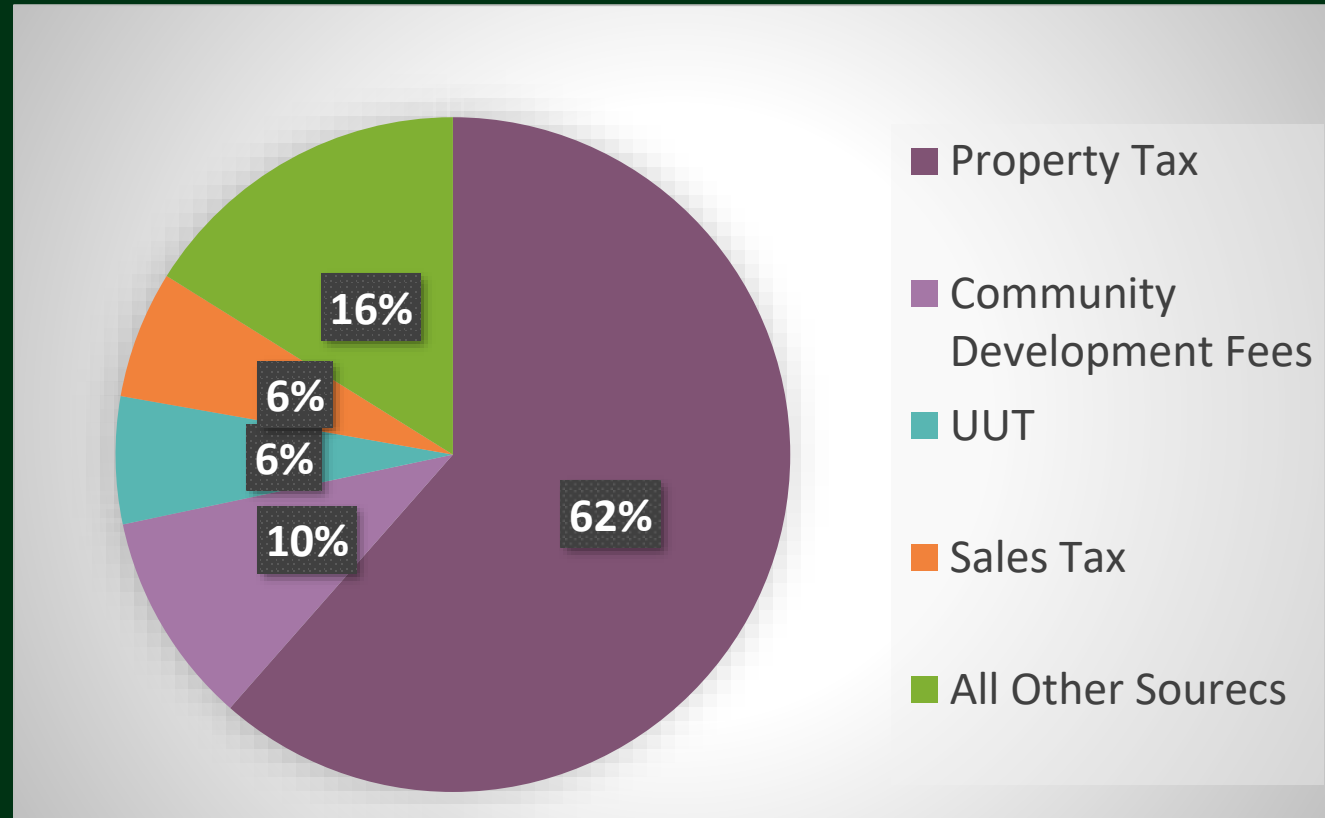
- Financial Commission
- Parks, Art, Recreation and Cultural Commission
- Environmental Commission (electrification incentive)

After Budget Adoption: Implementation

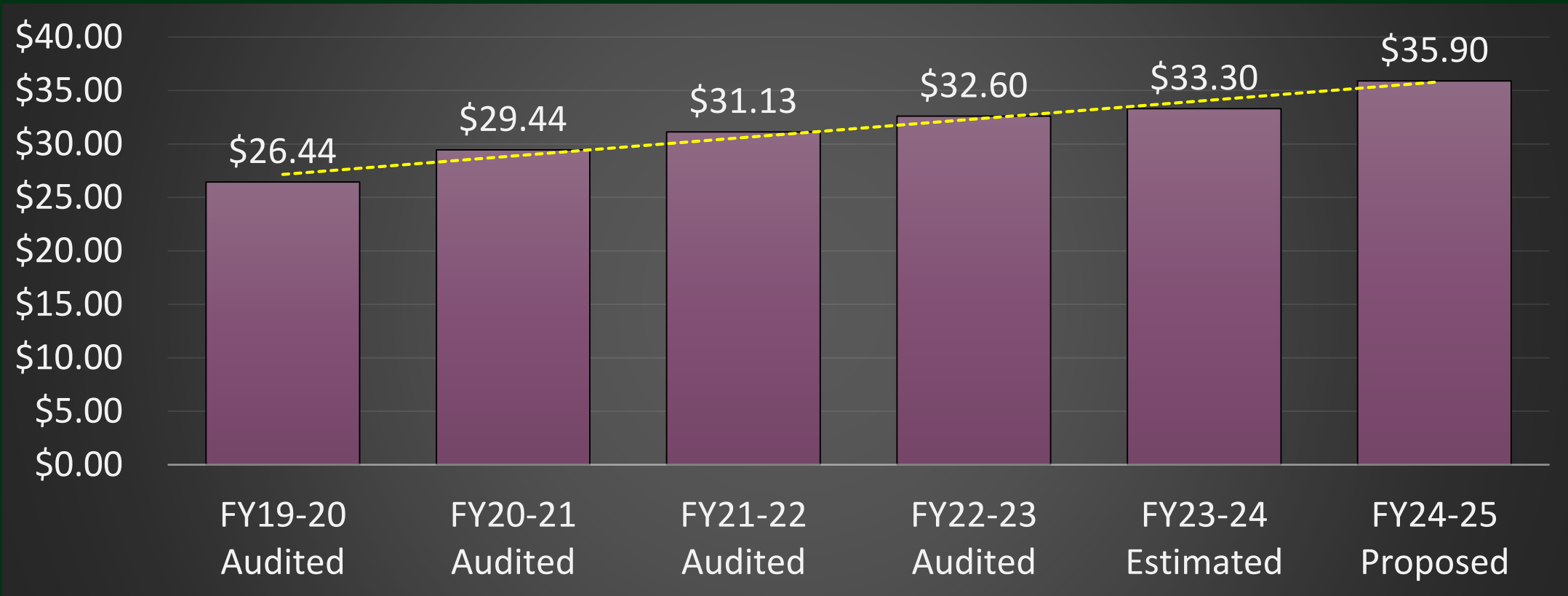
- Complete Streets Commission
- Environmental Commission
- Financial Commission
- Parks, Arts, Recreation and Cultural Commission



General Fund Revenue (\$58.4M)

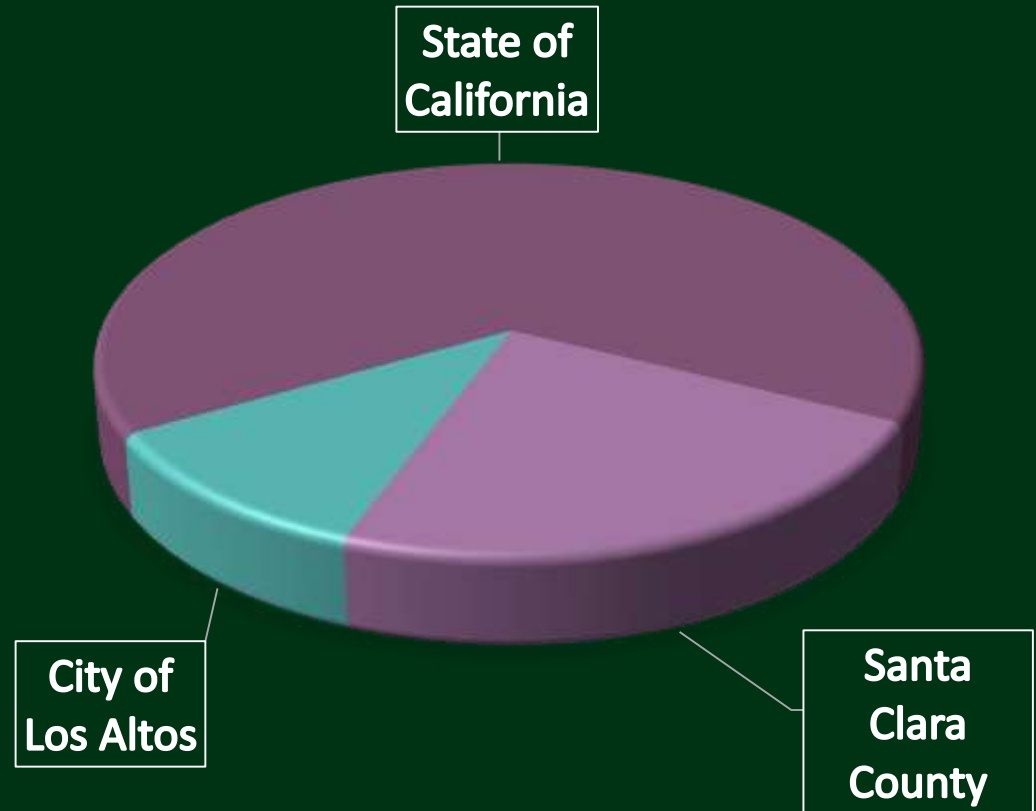


Citywide Revenues – Property Tax (\$35.9M)

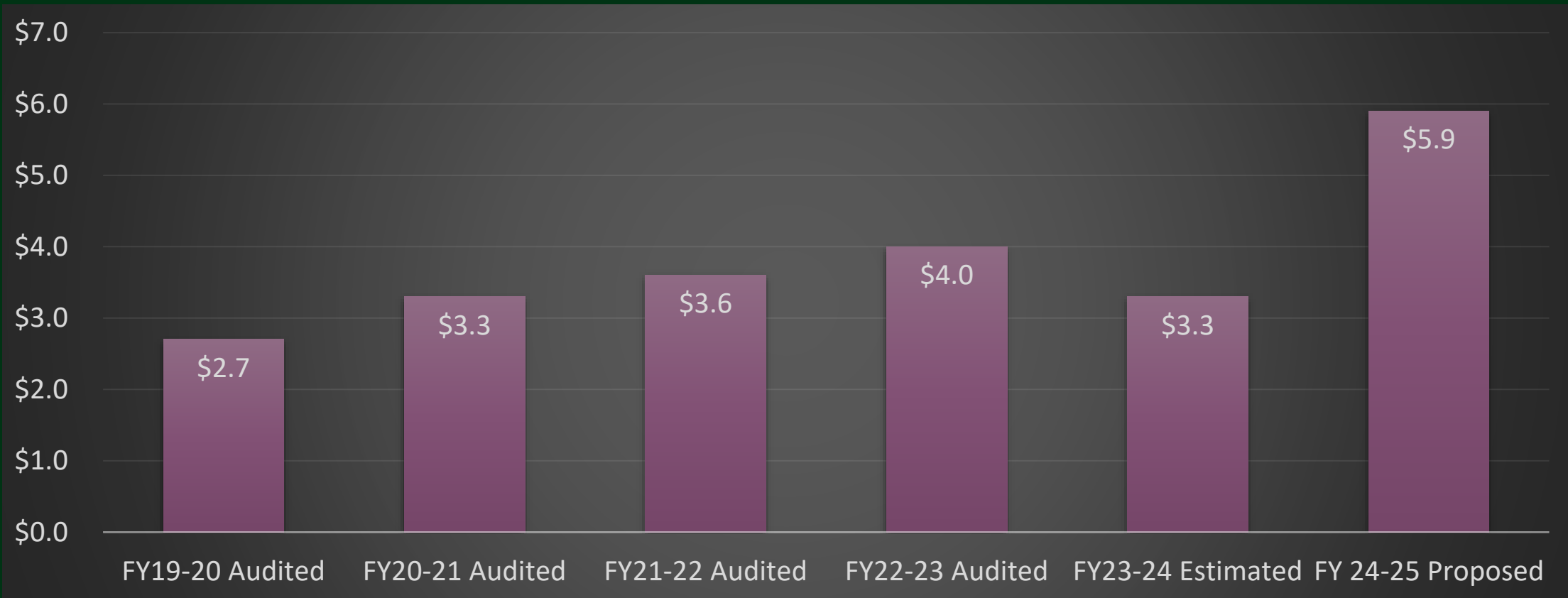


Citywide Revenues - Sales Tax

- Sales Tax: \$3.57
 - Estimated by consultant HDL and Economic Development staff
 - The 9.125% sales tax rate in Los Altos includes:
 - 6% California state sales tax
 - 0.25% Santa Clara County sales tax
 - 1.875% voter-approved transaction tax for the County
 - 1% Bradley Burns – City



Citywide Revenues – Licenses and Permits



General Fund Expenditures - \$55.4M



GF Increased Expenditures

Fire Contract:	\$463,050
Animal Controls Services:	\$134,000
<u>Crossing Guard Contract:</u>	<u>\$58,000</u>
Total Contract Increase:	\$655,050

Additional increases in personnel for pay and benefits, increased staffing levels.



General Fund Operating Surplus

	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Budget	FY2023/24 Estimated Actual	FY2024/25 Proposed Budget
Revenues over Expenditures					
Surplus / (Deficit)	(3,113,664)	9,562,582	(1,378,999)	11,421,634	1,456,350



Sewer Fund

SEWER FUND	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Budget	FY2023/24 Estimated Actual	FY2024/25 Proposed Budget
Beginning Unrestricted Fund					
Balance	\$ -	\$ -	\$ -	\$ 10,913,090	\$ 9,996,298
Interest Income	(299,579)	118,371	-	100,799	-
Sewer Charges	8,252,447	8,840,756	8,510,000	9,662,442	10,800,874
Sewer Connection Fees	7,410	2,106	5,000	2,000	14,000
Misc Sewer Fees	22,469	6,616	15,000	20,000	20,000
Total Revenues	7,982,747	8,967,849	8,530,000	9,785,241	10,834,874
Sewer Administration	6,618,077	6,523,741	8,735,642	7,761,242	10,470,873
Sewer Equipment/Depreciation	281,528	563,339	229,344	720,000	59,000
Capital Program	2,023,475	2,344,704	8,423,265	1,000,791	5,505,000
Total Expenditures	8,923,080	9,431,784	17,388,251	9,482,033	16,034,873
Net Operations	(940,333)	(463,935)	(8,858,251)	303,208	(5,199,999)
Transfer In / (Out)	(554,612)	(201,000)	(500,000)	(1,220,000)	(500,000)
Ending Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ 9,996,298	\$ 4,296,299



Solid Waste Fund

SOLID WASTE FUND	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Budget	FY2023/24 Projected Actual	FY2024/25 Proposed Budget
Beginning Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ 4,031,550	\$ 3,842,394
Interest Income	(171,727)	30,231	-	39,675	45,000
Administrative Charges	966,002	919,848	962,708	900,000	1,000,000
AB939 Tax	6,814	49,186	41,970	40,000	40,000
Grants and donations	44,027	-	-	-	-
Solid Waste Revenues	845,116	999,265	1,004,678	979,675	1,085,000
Solid Waste Administration	1,092,457	2,151,447	2,398,654	1,168,831	2,563,755
Transfer In / (Out)	(138,002)	(57,700)	-	-	-
Ending Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ 3,842,394	\$ 2,363,639



Capital Improvement & Major Maintenance Program

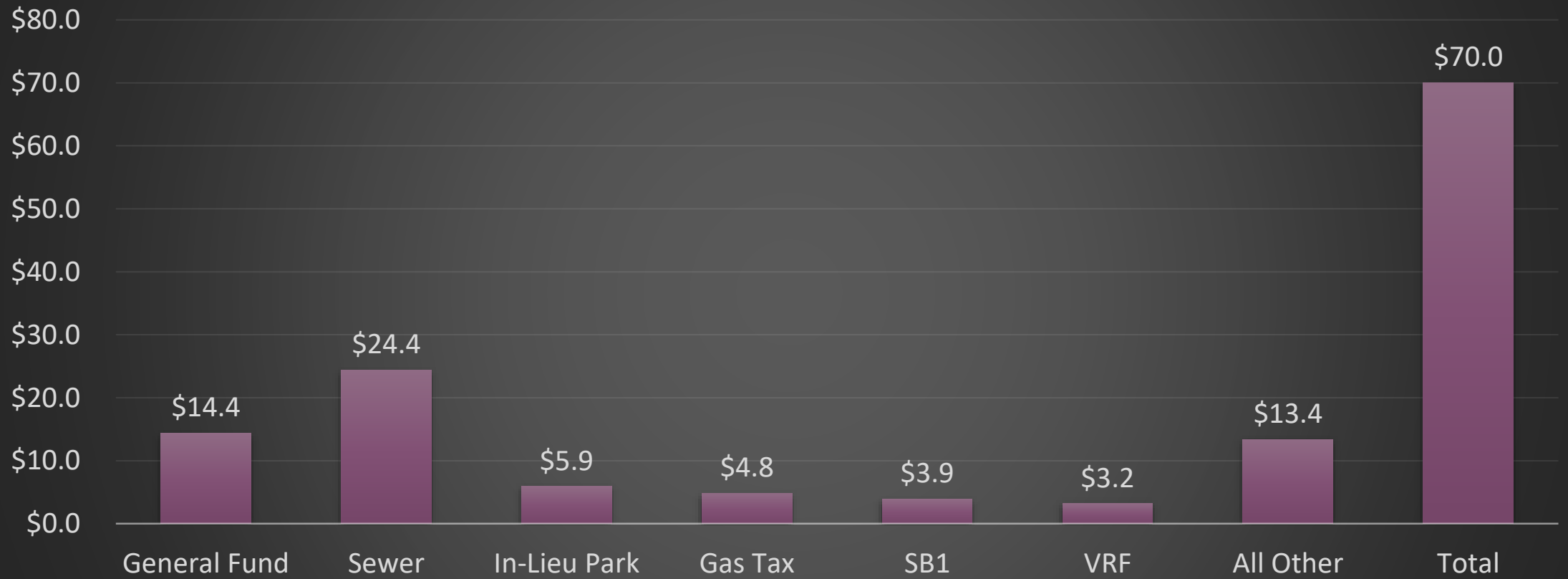
June 11, 2024



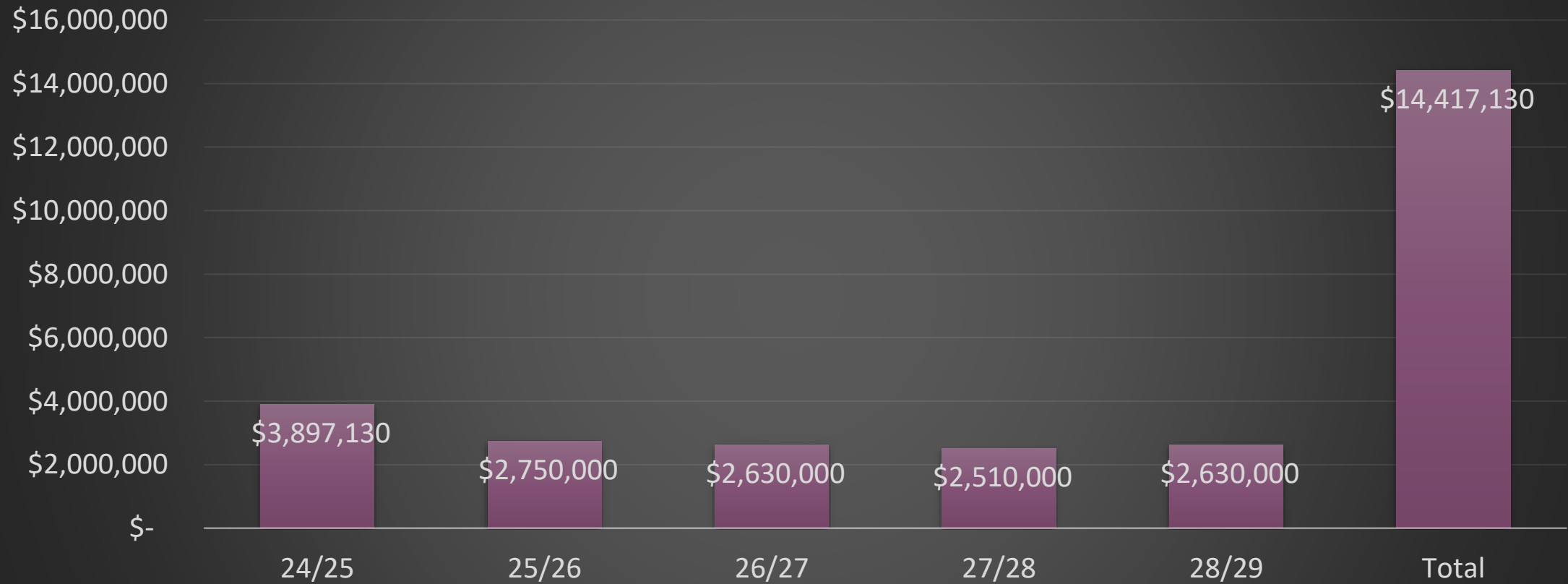
CIMMP FY 24/25 Expenditures by Source



CIMMP 25-29 Expenditures by Source (5 yr.)



CIMMP 25-29: General Fund (5 yr.)



FY 2024/25 CIP Project

1. 56 CIP project are proposed for the FY 24/25
2. Placing focus on Council priorities.
3. Establish routine maintenance
 1. Restriping existing roads
 2. Upgrade signs to meet current reflectivity requirements
 3. Upgrade curb ramps
 4. Slurry Seal/micro-resurfacing



Project with \$500,000 budget or greater

1. Downtown Park Space with parking - \$500,000
2. Downtown EV Charging - \$500,000
3. Hillview Dog Park - \$1,000,000
4. Grant Park Facility (Electrical, Hot Water, & HVAC) - \$580,000
5. Downtown Parking Lot Resurfacing - \$750,000
6. Annual Street Resurfacing - \$2,483,000
7. Annual Street Slurry Seal - \$970,000
8. San Antonio Road Complete Street Project - \$1,403,000
9. Annual Structural Reach Replacement - \$1,080,000
10. Annual CIPP Corrosion Replacement - \$1,200,000
11. Adobe Creek Sewer Main Replacement - \$2,000,000



Questions

- Thank you



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Housing Element Implementation	On-Going

City Council Priorities: Neighborhood Safety Infrastructure	
<u>Item</u>	<u>Budget Information/Details</u>
Facilities Condition Assessment for Police Building and both Fire Stations	FCA Report complete. Ready to present at June meeting.
Police	City Council to determine next steps
Fire	\$250,000 in proposed 24/25 Budget and \$1.25M in CIMMP

GENERAL FUND SUMMARY

Agenda Item # 15.

GENERAL FUND	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Budget	FY2023/24 Estimated Actual	FY2024/25 Proposed Budget	% Change Over FY24 Estimated	% Change over FY Budget
REVENUES							
Taxes	\$ 40,463,961	\$ 43,653,732	\$ 42,350,073	\$ 44,884,517	\$ 46,669,216	4%	9%
Fees	8,161,297	11,691,808	9,568,983	8,811,169	10,462,578	16%	9%
Interest	(949,567)	376,624	300,000	292,624	444,000	34%	32%
Misc. Revenue	764,739	1,443,680	1,447,097	401,902	863,840	53%	-68%
One Time Revenue	3,598,964	-	-	-	-		
Total General Fund Revenue	52,039,394	57,165,844	53,666,153	54,390,212	58,439,634	8%	8%
PROGRAM EXPENDITURES							
Legislative	451,763	392,169	443,875	480,040	1,032,668	54%	57%
City Manager's Office	6,503,402	4,541,441	5,286,357	4,001,907	6,061,125	34%	13%
Finance	6,098,134	1,730,254	2,536,764	1,895,989	2,442,246	22%	-4%
Human Resources	947,606	1,131,239	1,813,549	1,497,120	1,839,309	19%	1%
Development Services	3,766,902	4,521,131	5,715,298	4,025,975	5,320,944	24%	-7%
Public Works	4,316,763	3,297,241	3,718,208	2,858,127	3,356,835	15%	-11%
Public Safety	21,085,849	20,716,876	23,281,731	20,415,413	25,925,267	21%	10%
Recreation	7,211,907	7,300,834	8,699,355	7,005,992	9,434,890	26%	8%
Total General Fund Expenditure	50,382,326	43,631,185	51,495,137	42,180,563	55,413,284	24%	7%
Debt Service	49,438	-	788,015	788,015	-		
Transfers In/Out	(4,721,294)	(3,972,077)	(2,762,000)	-	(1,570,000)		
Revenues over Expenditures							
Surplus / (Deficit)	(3,113,664)	9,562,582	(1,378,999)	11,421,634	1,456,350		

ENTERPRISE FUND SUMMARY

SEWER FUND	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Budget	FY2023/24 Estimated Actual	FY2024/25 Proposed Budget
Beginning Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ 10,913,090	\$ 9,996,298
Interest Income	(299,579)	118,371	-	100,799	-
Sewer Charges	8,252,447	8,840,756	8,510,000	9,662,442	10,800,874
Sewer Connection Fees	7,410	2,106	5,000	2,000	14,000
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Capital Program	2,023,475	2,344,704	8,423,265	1,000,791	5,505,000
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Transfer In / (Out)	(554,612)	(201,000)	(500,000)	(1,220,000)	(500,000)
Ending Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ 9,996,298	\$ 4,296,299

SOLID WASTE FUND	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Budget	FY2023/24 Projected Actual	FY2024/25 Proposed Budget
Beginning Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ 4,031,550	\$ 3,842,394
Interest Income	(171,727)	30,231	-	39,675	45,000
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AB939 Tax	6,814	49,186	41,970	40,000	40,000
Grants and donations	44,027	-	-	-	-
Solid Waste Revenues	845,116	999,265	1,004,678	979,675	1,085,000
Solid Waste Administration	1,092,457	2,151,447	2,398,654	1,168,831	2,563,755
Transfer In / (Out)	(138,002)	(57,700)	-	-	-
Ending Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ 3,842,394	\$ 2,363,639

FY 24/29 CIMMP Detail

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
1	CD-01003	Public Arts Program	The primary purpose of the project is to bring new art to Los Altos and to maintain the public art currently in place in the City. Project funds could be utilized for construction of pedestals for sculptures, plaques identifying pieces of art, stipends for artists and maintenance of pieces of art owned by the City. Future allocations will be proposed as identified in the upcoming years.	Public Art Fund	\$374,000.00	\$165,000.00	\$128,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$333,000.00
2	CD-01006	Police Records Management & Dispatch System	Procurement of regional tri-city (Los Altos, Mountain View & Palo Alto) “virtual consolidation” public safety information system, which includes the sharing of a Computer Aided Dispatch (CAD) system, Records Management System (RMS), Field Based Reporting (FBR) and Mobile for Public Safety (MPS) system. These enterprise-wide applications will serve as the centerpiece for the larger project including a common 9-1-1 phone system and a shared police radio frequency. It will provide both technical and physical redundancy for all three cities.	Equipment Replacement	\$0.00	\$247,000.00	\$247,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$494,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
3	CD-01008	IT Initiatives	The project focuses on business continuity, specifically targeting backup, disaster recovery, storage expansion, and the modernization of the City's data center. Examples are server rack reconfiguration, UPS replacement, backup appliance and high-availability firewall deployment. The third phase will target the business applications utilized by all departments. This phase will have the greatest impact on the public as the majority of those systems are customer-facing applications. The final phase of the strategic roadmap targets a complete and continuous hardware and software refresh of the technology utilized by the City, focusing on systems that were not replaced, updated or addressed any upgrade needs after the addition of new systems in previous phases. This will allow IT staff to support the City's business continuity and respond more quickly to the changing needs of various departments while reducing maintenance and security threats.	Technology Fund	\$2,000.00	\$450,000.00	\$200,000.00	\$91,000.00	\$0.00	\$0.00	\$0.00	\$741,000.00
4	CD-01012	Annual Storm Drain Improvement	The project provides for rehabilitation or replacement of existing infrastructure, installation of new infrastructure, and professional service as they relate to special studies or reports needed to remain in compliance with the San Francisco Regional Permit (MPRP under the National Pollutant Discharge Elimination System (NPDES) permit, and FEMA requirements.) Planned activity includes: Conveyance project shown in Master plan	General Fund (CIP)	-	-	\$300,000.00	\$100,000.00	\$220,000.00	\$100,000.00	\$220,000.00	\$940,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
5	CD-01018	Downtown Lighting Cabinet replacement	Some of the downtown lighting cabinets have reached the end of their useful life and need replacement. This project will replace three lighting cabinets in downtown and provide additional outlets in locations of need.		\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	
6	CD-01019	Public Works Electronic Document Management	The Electronic Document Management System project includes the conversion of hardcopy documents into digital format, and the maintenance of the operating software for the storage and retrieval of documents. The goal is to improve information sharing among departments and staff. This project increases efficiency in work flow for the creation, maintenance, preservation, and retrieval of project records and documentation, which improves the overall utilization of resources including funds, space, and staff time.		\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$120,000.00
7	CD-01029	Downtown Bicycle Parking Installation	Downtown has a number of bicycle parking within the downtown core, but there are not many locations for safe electric bicycle parking area. City staff will work to identify some electric bicycle storage options that may include charging if feasible.	Public Art Fund	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
				Grant	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
8	CD-01030	Downtown Park Space with parking	Downtown Park Space with parking. Feasibility study to evaluate the underground parking structure, preliminary layout and public outreach for the project. Also look into possible project funding	In-Lieu Park Fund	\$0.00	\$0.00	\$500,000.00	-	-	-	-	\$500,000.00
9	CD-01031	Downtown EV charging	Install new EV charging station in the downtown area	Grant	\$0.00	\$230,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$730,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
10	CD-01024	General Plan	The General Plan is the vision about how a community will grow, reflecting priorities and values while shaping the future. The City of Los Altos General Plan was last updated in 2002. Countless State laws have been established which necessitates a comprehensive overhaul of the exististing adopted plan. Most recently the City adopted its 6th Cycle Housing Element to comply with State Housing law. Upon adoption of a City's 6th Cycle Housing Element, the jurisdiction must update its Safety Element. When a jurisdiction is required to update two or more required elements of the General Plan it necessitates the creation of an additional required element, the Environmental Justice Element. Additionally, the City in 2022 adopted both its Climate Acition & Adaptaton Plan (CAAP) and it Complete Streets Master Plan (CSMP) both of which provide direction on how the City should continue to grow and develop well into the future. However, it is important for the City of Los Altos to integrate policies and the overall vision of both documents into the General Plan as it is the highest level regulatory land use document within the City.	General Fund (CIP)	\$0.00	\$500,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,750,000.00
11	CD-01025	Downtown Lighting Improvements	City staff will improve the lighting within the downtown core because sidewalks, Veterans Community Plaza, and parking plazas are not extremely well lit in some locations. This will improve safety for residents and businesses while also increasing downtown vibrancy. City staff will identify other lighting solutions that may limit their impact on the overall electrical infrastructure.	Downtown Parking Fund	\$16,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
				Grant	\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	CD-01028	Downtown Pothole Improvement	As City staff aims to improve all of our parking plazas in the long-term, there are smaller issues, such as potholes, that need to be addressed on a regular basis. These pot holes can be addressed as they are identified.	Downtown Parking Fund	\$0.00	\$25,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
13	CD-XXXXX	Civic Center way finder signage	Remove existing way finder signs that has deteriorated and replace with new way finder signs around the Civic Center	General Fund (CIP)	-	-	\$75,000.00	-	-	-	-	\$75,000.00
14	CF-01004	Halsey House Rehabilitation	Halsey House Rehabilitation The Facilities Maintenance Division manages the annual rat abatement contract and the fencing rental for the Halsey House.	General Fund (CIP)	\$9,000.00	\$10,000.00	\$210,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$260,000.00
15	CF-01006	999 Fremont	The City-owned facility at 999 Fremont Ave. is currently unoccupied. The Los Altos Police Department plans to use it as a sub-station with a few interior upgrades that will allow officers better access to the south side of the city. The facility will have a reception area for the public along with workspace, fitness area and break area for officers. Funding for this project is to install a small kitchen space as well as a shower and changing space. Prior year funding added the walls that created the reception area.	General Fund (CIP)	-	\$110,000.00	\$110,000.00	-	-	-	-	\$220,000.00
16	CF-01009	Pathway Rehabilitation	The project provides for rehabilitation or replacement of existing bicycle and pedestrian pathway infrastructure that is not on the street system. Improvements will be based on condition assessment, the City's Pedestrian Master Plan, Bicycle Transportation Master Plan, and Parks Plan.	In-Lieu Park Fund	-	\$550,000.00	\$200,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,750,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
17	CF-01011	City Hall Emergency Back-up Power Generator	The existing stand-by generator at City Hall was installed in 1998 and was brought over from the Police Department. The City has been required by Bay Area Air Quality Management District (BAAQMD) and California Air Resources Board (CARB) to register the emergency generator under the Portable Equipment Registration Program. The generator is subject to unscheduled inspections by the State for compliance with emission requirements. While the existing generator is meeting the current emission requirements, it is aging and at risk of exceeding emission standards soon. A new more energy-efficient generator will meet all BAAQMD requirements and will be more cost-effective to operate.	General Fund (CIP)	-	-	\$140,000.00	-	-	-	-	\$140,000.00
18	CF-01028	Designated Picnic Area	Purchase and install new picnic tables, BBQ grills, trash cans, and bulletin board to create a new reservable picnic area for the public that will follow the same occupancy limit as Grant Park picnic area. The chosen location for this park upgrade is Heritage Oaks Park. This will provide an additional option for the community to have a gathering space for small groups and reservable picnic space that can provide revenue for the City.	In-Lieu Park Fund	\$0.00	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,000.00
19	CF-01030	Drainage and Drinking Fountains	Some of the parks in Los Altos have aged drinking fountains that are in need of replacement. This project will fund the purchase and installation of new "hydration station" drinking fountains that include bottle fillers and dog bowl fountains. The parks targeted for this project may need extensive plumbing work, while other may be a simple switchout with the existing drinking fountain.	In-Lieu Park Fund	\$17,000.00	\$180,000.00	\$163,000.00	-	-	-	-	\$343,000.00
				Grant	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
20	CF-01032	Hillview Dog Park	This funding is for the design and construction of the permanent dog park at Hillview. It is planned to be located where the current auxillary parking area currently is across from the main library. Funding for this project includes conceptual design & public outreach in previous year and construction in the coming year. Construction includes drainage, grading, irrigation, fencing, plumbing, pathway lighting, landscape, hardscape, furniture signage and dog play equipment. The design phase will produce a preferred option that will be a divided "small dog/all dog" park and an alternative option that is an undivided "all-dog" park, leaving the option to retain the current temporary dog run at Hillview for small dogs, with upgrades.	In-Lieu Park Fund	\$75,000.00	\$1,075,000.00	\$1,000,000.00	-	-	-	-	\$2,075,000.00
21	CF-01034	Grant Park Facility (Electrical, Hot Water, & HVAC)	Grant Park Facility (Electrical, Hot Water, & HVAC). Upgrade existing service from PG&E, install new HVAC and duct for the Grant Park Facility. Also upgrade existing water boiler for the facility.	In-Lieu Park Fund	\$22,000.00	\$600,000.00	\$578,000.00	-	-	-	-	\$1,178,000.00
22	CF-01036	New Financial System	This project is replacing the City's existing financial system with a more modern ERP system. The new system will enhance the reporting capabilities and streamline workflow processes within the organization. The City signed the contract with the vendor on December 2022.	Technology Fund	\$21,000.00	\$450,000.00	\$340,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$790,000.00
23	CF-01038	Shoup Park Playground	This project is to redesign and replace the children's play structures at Shoup Park.	In-Lieu Park Fund	\$0.00	\$242,000.00	\$242,000.00	\$828,000.00	-	-	-	\$1,312,000.00
24	CF-01039	Marymeade Playground	This project is to redesign and replace the children's play structures at Marymeade Park.	In-Lieu Park Fund				\$110,000.00	\$440,000.00	-	-	\$550,000.00
25	CF-01041	Hillview Fitness Equipment	This project is to redesign and replace the aged outdoor fitness equipment at Hillview Park near the Little League baseball field.	In-Lieu Park Fund	\$0.00	\$145,000.00	\$145,000.00	-	-	-	-	\$290,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
26	CF-01042	Garden House Upgrades	This project is to make basic upgrades to the main room and kitchen of the Garden House. The Garden house kitchen and main hall is rented on a regular basis and is highly desirable by the community based on its location and setting alongside Adobe creek. The kitchen is in need of cabinet, appliance and countertop updates, while the main event room is in need of new flooring, paint and window treatments.	In-Lieu Park Fund	\$0.00	\$285,000.00	\$285,000.00	-	-	-	-	\$570,000.00
				Grant	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	CF-01043	San Antonio Club Upgrade	Upgrades to the interior and exterior of the historic facility.	In-Lieu Park Fund	-	-	-	-	-	-	-	-
28	CF-01045	Police Station Redevelopment	999 Fremont Ave is a City owned building which has sat vacant for several years. This facility is being updated to house a new Police substation and City employee gym. The facility requires some updating to the interior plumbing system and other minor infrastructure improvements to make it inhabitable for use and compliant with building codes.	General Fund (CIP)	\$0.00	\$50,000.00	\$50,000.00	-	-	-	-	\$100,000.00
29	CF-01047	Police Department Building Security Upgrades	The security glass surrounding the communications center is aging and beginning to crack and break. The weakened glass poses a safety and security risk and needs to be replaced/repaired. In addition, the Police department security cameras need replacement/upgrading.	General Fund (CIP)	\$3,000.00	\$20,000.00	\$170,000.00	-	-	-	-	\$190,000.00
30	CF-01049	Caretaker House Demolition	This project is to demo the Caretaker house that is located in Redwood Grove. Based on the house location and condition, it is not usable as a public building and is currently being utilized as a storage facility for camp and open space restoration supplies.	In-Lieu Park Fund	-	\$60,000.00	\$402,000.00	-	-	-	-	\$462,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund	
31	CF-XXXX1	Energization Project	The Energization Station will provide a combination of Electric Vehicle Charging Stations (EVCS), energy generating workout equipment, a solar charging table, and an outdoor learning lab with educational signage. The project proposes to utilize City Sustainability Operating Budget to fund the civil design and educational signage.	Grant	\$0.00	\$0.00	\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00	
32	CF-XXXX2	Police Dept EV infrastructure	Construct necessary infrastructure to accommodate new EV vehicles for the PD Dept.	General Fund (CIP)	-	-	\$200,000.00	-	-	-	-	\$200,000.00	
33	CF-XXXX3	Almond fire station re-roofing	Make necessary upgrade and modification of the fire station to accommodate new equipments and address building deficiencies.	General Fund (CIP)	-	-	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,250,000.00	
34	CF-XXXX4	Downtown Parking Lot Resurfacing	To prepare topographic survey of all parking lots in the downtown area. Design and reconstruct Parking lot 4, 5 and 6	Downtown Parking Fund	\$0.00	\$0.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	
35	TS-01001	Annual Street Resurfacing	The annual street resurfacing project includes milling and an overlay of asphalt concrete (AC) on existing street surfaces that are approaching the end of their useful life, as evidenced by cracking and minor pavement failures.	General Fund (CIP)	\$0.00		\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$7,500,000.00	
				Gas Tax	\$0.00	\$400,000.00	\$0.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,400,000.00
				Measure B	\$0.00	\$675,000.00	\$622,000.00	\$622,000.00	\$622,000.00	\$622,000.00	\$622,000.00	\$622,000.00	\$3,785,000.00
				Road Maint & Acct (RMAA)	\$0.00	\$758,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$2,558,000.00
36	TS-01002	Street Striping	Roadway striping and markers throughout the City need to be refreshed on a regular basis. Adjustments of striping on existing roadway to reduce conflicts are also considered. Visibility of pavement markings is important to prevent traffic accidents and improve traffic flow. This project will refresh City streets with thermoplastic pavement striping each year	General Fund (CIP)	-	-	-	-	-	-	-	\$0.00	
				Gas Tax	\$0.00	\$109,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$859,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund			
	TS-01000	Street Striping	thermo-plastic pavement striping each year after they are resurfaced. It will also improve striping layouts per the City's Complete Streets Master Plan, where appropriate, to improve safe access for bicycles and pedestrians and safer routes to schools. For economies of scale, this project is typically integrated with the annual street resurfacing contract.	Vehicle Registration Fee (VRF)	\$1,000.00	\$100,000.00	\$99,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$599,000.00			
				Road Maint & Acct (RMAA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
37	TS-01004	Annual Street Slurry Seal	This project slurry- or micro-seals City streets annually, including cutout and repair of minor pavement failures. The seal typically places a thin layer of sand and oil over City streets. Neighborhood streets should receive a surface treatment (slurry seal) other than an overlay about every seven years. Sealing is a preventative maintenance treatment that prevents moisture from penetrating the pavement and softening the base material supporting the pavement.	General Fund (CIP)	\$0.00	\$0.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,000,000.00		
				Gas Tax	\$0.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$2,100,000.00	
				Vehicle Registration Fee (VRF)	\$0.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$2,400,000.00	
				Measure B	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$100,000.00
				Road Maint & Acct (RMAA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	TS-01005	Annual Concrete Repair	This project addresses new sidewalk gap and curb/gutter installations and improvements to sidewalk and curb/gutter repairs that do not fall within the legal responsibility of adjacent property owners. For economies of scale, this project may be integrated with the annual street resurfacing contract.	Traffic Impact Fee (TIF)	\$25,766.54	\$412,000.00	\$0.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$1,312,000.00		
39	TS-01006	Traffic Sign Replacement	Upgrade existing street signs to meet current signing traffic sign and reflectivity requirements, maintain existing traffic signals, street lights, and pedestrian crossing apparatus.	Traffic Impact Fee (TIF)	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00		
				Road Maint & Acct (RMAA)	\$0.00	\$0.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$1,500,000.00	
40	TS-01008	ADA Improvements (Streets and Roadways)	Upgrade existing ADA ramps at various locations to meet current ADA standards	Vehicle Registration Fee (VRF)	\$6,000.00	\$111,000.00	\$105,000.00	-	-	-	-	\$216,000.00			
				Road Maint & Acct (RMAA)	\$0.00	\$0.00	\$150,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$550,000.00	
41	TS-01055	Fremont Ave Pedestrian Bridge Rehabilitation	Fremont Ave Pedestrian Bridge Rehabilitation	General Fund (CIP)	\$122,000.00	\$366,000.00	\$244,000.00	\$240,000.00	-	-	-	\$850,000.00			

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
42	TS-01057	Ped LED flashing sign installation	Replace existing in ground light system with rectangular rapid flashing beacons	General Fund (CIP)	\$1,870.00	\$135,000.00	\$98,130.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$633,130.00
				Traffic Impact Fee (TIF)	\$0.00	\$445,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$447,000.00
				Measure B	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$250,000.00
43	TS-01060	SR2S Improvement Project	SR2S Improvement Projects		\$2,000.00	\$0.00	\$0.00					\$0.00
44	TS-01062	San Antonio Road Complete Street Project	San Antonio Road Complete Street Project. The project will reconstruction San Antonion from Foothill Expressway to El Camino Real. The project will construct new sidewalk, dedicated bike lane, upgrade existing traffic signals, upgrade existing corner cuts to comply with current ADA requirements and modify existing center median landscaping.	OBAG	\$0.00	\$1,120,000.00	\$1,120,000.00	\$6,178,000.00	\$0.00	\$0.00	\$0.00	\$8,418,000.00
				Traffic Impact Fee (TIF)	\$0.00	\$280,000.00	\$283,000.00	\$950,000.00	\$0.00	\$0.00	\$0.00	\$1,513,000.00
				Vehicle Registration Fee (VRF)	-	-	-	\$591,000.00	-	-	-	\$591,000.00
45	TS-01064	Cristo Rey Guard Rail Repair Project	Cristo Rey Guard Rail Repair Project	Gas Tax	\$0.00	\$0.00	\$371,000.00	-	-	-	-	\$371,000.00
46	TS-XXXXXX	City wide traffic survey	Conduct traffic survey to determine necessary speed limits	General Fund (CIP)	\$0.00	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$500,000.00
47	WW-01001	Annual Sewer System Repair Program	The 2013 Sanitary Sewer Master Plan Update recommended replacement of segments of pipes located at various locations throughout the City that are included in the focused cleaning schedule that have severe sags. Such sags can cause accumulation of debris and grease which necessitates frequent cleaning.	Sewer Fund	\$829,000.00	\$2,596,000.00	\$300,000.00	\$880,000.00	\$300,000.00	\$880,000.00	\$300,000.00	\$5,256,000.00
48	WW-01002	Annual Structural Reach Replacement	The 2013 Sanitary Sewer Master Plan Update recommended replacement of segments of pipes at various locations throughout the City that have multiple moderate-to-severe structural defects. The areas selected for replacement were identified by closed-circuit television (CCTV) inspection. The annual program to repair these segments began in FY 2013/14.	Sewer Fund	\$97,000.00	\$2,600,000.00	\$1,080,000.00	\$200,000.00	\$1,080,000.00	\$200,000.00	\$1,080,000.00	\$6,240,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
49	WW-01003	Annual Root Foaming	The Sewer Master Plan Update recommends that an annual project be performed to remove invasive tree roots within sewer mains. Root removal products currently on the market provide protection from future root growth for two to three years following application.	Sewer Fund	\$287,000.00	\$300,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,550,000.00
50	WW-01005	Annual CIPP Corrosion Replacement	This project consists of work to repair pipe corrosion using the cured-in-place pipe (CIPP) repair method for the trunk sewer. The pipe sizes range from 24-inches to 42-inches, which are the largest pipe diameter sections in the system that deliver sewage to the Palo Alto Regional Water Quality Control Plant. The trunk sewer rehabilitation is divided into several phases to be more manageable to prioritize the rehabilitation of the most corroded reaches.	Sewer Fund	\$46,000.00	\$1,612,000.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$7,612,000.00
51	WW-01006	Annual Fats, Oils, Grease Program (FOG)	The Fats, Oil and Grease (FOG) Program is critical to the operation of a sewer system. This project provides funding for inspections and follow-up and to educate customers on best management practices (BMPs) to prevent sewer back-ups resulting from FOG being deposited into drains and ultimately to the sewage collection system.	Sewer Fund	\$51,000.00	\$130,000.00	\$60,000.00	\$74,000.00	\$75,000.00	\$76,000.00	\$77,000.00	\$492,000.00
52	WW-01008	Annual GIS Updates	Annual GIS Updates	Sewer Fund	\$80,000.00	\$83,000.00	\$0.00					\$83,000.00
53	WW-01009	Sewer System Management Plan Update	In accordance with State requirements, this project will update the City of Los Altos Sewer System Management Plan. The updating is typically done by a sewer management consultant. The update of the SSMP will be based on compliance with the State Water Resources Control Board (SWRCB) Sanitary Sewer Discharge Requirements (WDR).	Sewer Fund	\$12,000.00	\$63,000.00	\$75,000.00	-	\$75,000.00	-	\$75,000.00	\$288,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
54	WW-01011	Sanitary Sewer Video Inspection	As sewer system networks age, the risk of deterioration, blockages, and collapses become a major concern. Cleaning and inspecting sewer lines is essential to maintaining a properly functioning system. These activities further a community's reinvestment into its wastewater infrastructure. Inspection programs are required to determine current sewer conditions and to aid in planning a maintenance or rehabilitation strategy. Closed-circuit television (CCTV) inspections are the most frequently used, most cost efficient, and most effective method to inspect the internal condition of a sewer.	Sewer Fund	\$20,000.00	\$516,400.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$2,716,400.00
55	WW-01012	Adobe Creek Sewer Main Replacement	The 2013 Sanitary Sewer Master Plan Update recommends full video inspection of the sanitary sewer system every 5 years. Current system CCTV data was last collected between 2021 and 2023.	Sewer Fund	\$61,000.00	\$423,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$8,423,000.00
56	WW-01013	Document Scanning	The Document Scanning project includes the conversion of hardcopy documents into digital format and the maintenance of the operating software for the storage and retrieval of documents. This project increases efficiency in work flow for the creation, maintenance, preservation, and retrieval of project records and documentation, which improves the overall utilization of resources including space and staff time.	Sewer Fund	\$0.00	\$100,000.00	\$100,000.00	-	-	-	-	\$200,000.00

Funding Source	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget
General Fund (CIP)	\$1,191,000.00	\$3,897,130.00	\$2,750,000.00	\$2,630,000.00	\$2,510,000.00	\$2,630,000.00

No.	Project #	Project Name	Project Scope	Funding Source	Estimated Appropriated Project Balance	FY 23-24 Budget	FY 24-25 Budget	FY 25-26 Budget	FY 26-27 Budget	FY 27-28 Budget	FY 28-29 Budget	Total by Fund
				Gas Tax	\$859,000.00	\$871,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00		
				Downtown Parking Fund	\$125,000.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
				Sewer Fund	\$8,423,400.00	\$5,505,000.00	\$5,044,000.00	\$5,420,000.00	\$5,046,000.00	\$3,422,000.00		
				Vehicle Registration Fee (VRF)	\$611,000.00	\$604,000.00	\$1,091,000.00	\$500,000.00	\$500,000.00	\$500,000.00		
				OBAG	\$1,120,000.00	\$1,120,000.00	\$6,178,000.00	\$0.00	\$0.00	\$0.00		
				Traffic Impact Fee	\$1,337,000.00	\$285,000.00	\$1,175,000.00	\$225,000.00	\$225,000.00	\$225,000.00		
				Road Maint & Acct (RMAA)	\$758,000.00	\$810,000.00	\$760,000.00	\$760,000.00	\$760,000.00	\$760,000.00		
				Measure B	\$0.00	\$692,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00		
				In-Lieu Park Fund	\$3,207,000.00	\$3,585,000.00	\$1,188,000.00	\$690,000.00	\$250,000.00	\$250,000.00		
				Public Art Fund	\$180,000.00	\$128,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
				Grants	\$270,000.00	\$1,010,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
				Equipment Replacement	\$247,000.00	\$247,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
				Technology Fund	\$900,000.00	\$540,000.00	\$91,000.00	\$0.00	\$0.00	\$0.00		
				Annual CIP Total budget	\$19,228,400.00	\$20,094,130.00	\$19,357,000.00	\$11,305,000.00	\$10,371,000.00	\$8,867,000.00		

RESOLUTION NO. 2024-xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ESTABLISHING THE FY24/25 APPROPRIATIONS LIMIT**

WHEREAS, California Constitutional Article 13B limits the total annual appropriations of cities;
and

WHEREAS, it is the desire of this Council to establish its appropriations limit pursuant to
Article13B.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby
determines that said City’s appropriations limit, pursuant to Article 13B of the California
Constitution using the annual percent change in population for Santa Clara County and the percent
change in California for per capita personal income, is as follows:

FY 2024/25 \$46,373,845

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 D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS SETTING CERTAIN FEES AND CHARGES TO BE COLLECTED IN FY 2024/25

WHEREAS, the Los Altos Municipal Code specifies that certain fees and charges shall be set by Resolution of the City Council; and

WHEREAS, these fees and charges should be in amounts sufficient to recover the costs incurred by the City with respect to the functions to be performed by the City; and

WHEREAS, certain development impact fees are set by separate Resolution of the City Council.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby adopts the fees and charges set forth in the attached FY 2024/25 Fee Schedule for the City and these fees shall become effective July 1, 2024 and shall remain in effect until a new Resolution amending the same is adopted by the City Council.

BE IT FURTHER RESOLVED that all other fees previously established by other City Council Resolution or Ordinance remain in effect.

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 June, ___ by the following vote:

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

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK

City of Los Altos Fee Schedule FY 2024/25

DEVELOPMENT SERVICES	
BUILDING DIVISION	
Building Permit	
Valuation based on price per square foot of construction. Minimum valuation for new residential and commercial construction is \$564.00 per square-foot.	
Total Valuation	
\$1.00 - \$3,000.00	\$240.21
\$3,001.00 - \$25,000.00	
First \$3,000	\$240.21
Each Additional \$1,000	\$30.99
\$25,001.00 - \$50,000.00	
First \$25,000	\$921.88
Each Additional \$1,000	\$31.92
\$50,001.00 - \$100,000.00	
First \$50,000	\$1,719.82
Each Additional \$1,000	\$17.35
\$100,001.00 - \$500,000.00	
First \$100,000	\$3,472.20
Each Additional \$1,000	\$7.59
\$500,001.00 - \$1,000,000.00	
First \$500,000	\$7,549.02
Each Additional \$1,000	\$12.33
\$1,000,001.00 and up	
First \$1,000,000	\$14,276.78
Each Additional \$1,000	\$6.17
ADU Building Permit	\$0.00

Electrical, Mechanical or Plumbing Permit	
\$1.00 - \$3,000.00	\$204.01
\$3,001.00 - \$25,000.00	
First \$3,000	\$389.92
Each Additional \$1,000	\$24.18
\$25,001.00 - \$50,000.00	
First \$25,000	\$921.88
Each Additional \$1,000	\$25.51
\$50,001.00 - \$100,000.00	
First \$50,000	\$1,559.68
Each Additional \$1,000	\$52.47
\$100,001.00 and up	1.62%
ADU Electrical, Mechanical or Plumbing Permit	\$0.00
Plan Check	
ADU Plan Check	\$0.00
Building Plan Check	135%
Energy Plan Check (Title 24)	25%
Solar/Photovoltaic Permit	
Residential	
15 kw or less	\$300.00
15kw - 50kw	\$300.00
Per kw above 15kw	\$10.00
51kw - 250kw	\$500.00
Per kw above 50kw	\$5.00
250+ kw	\$500.00
Per kw above 250kw	\$5.00

Commercial	
50kw or less	\$300.00
50kw - 250kw	\$500.00
Per kw above 50 kw	\$5.00

250+ kw	\$500.00
Per kw above 250 kw	\$5.00

Standalone Building Permits

Water Heater	\$150.00
Water Line/Sewer Line	\$302.00
Electric Vehicle (EV) Charging Station	\$300.00
Energy Storage System	\$400.00

Demolition Permit

Single Family	\$233.00
Commercial/Mixed-Use/Multifamily	\$356.00

Inspections

Re-inspection Request	\$248.00
Inspections Outside of Normal Business Hours	
(Minimum Charge of 2 hours)	\$576.00
Each Additional Hour	\$288.00

Expired Permits

Expired Permit Fees	Based on Original Permit Fees
Penalty for Expired Permits	
0 to 30 days	\$0.00
31st day through 60th day	\$200.00/per day
61st day through 120th day	\$400.00/per day

121st day and everyday thereafter	\$800.00/per day
Misc. Building Fees	
Alternate Means and Methods Request (AMMR)	\$444.00
Certificate of Occupancy	\$109.00
Temporary Certificate of Occupancy	\$653.00
Duplicate Permit Request	\$109.00
Street Address Change	\$726.00
Stop Work Penalties	2-4x All Plan review and Permit Fees
In House Plan Check Review	\$296.00/per hour
Consultant Review	Actual Cost
Building Code Compliance Review	\$148.00
Fees Assessed at Time of Building Permit Issuance	
California Green Building Fund	Assessed at the rate of \$4.20 per \$100,000 in valuation, with appropriate fractions thereof, but not less than \$1.00 per every \$25,000 in valuation
Construction Tax (Established per LAMC Chapter 3.24)	
Single Family	\$0.41/per Square Foot
Commercial/Multifamily	\$0.68/per Square Foot
Strong Motion and Seismic Hazard Mapping	
Strong Motion Instrumentation & Seismic Hazard Mapping Fees – SMIP (1-3 Story Residential)	Valuation Amount x 0.00013 (Minimum Fee \$0.50)
Strong Motion Instrumentation &	

Seismic Hazard Mapping Fees – SMIP (Over 3 story residential & all commercial)	Valuation Amount x 0.00028 (Minimum Fee \$0.50)
General Plan Maintenance Fee (Charged based Building Permit Fee)	7%
Technology Surcharge Fee (Charged based Building Permit Fee)	5%

ENGINEERING DIVISION	
Encroachment Permit	
Parking Stall	
Base	\$291.00
Per Stall Per Day	\$34.00
Special	
	\$705.00
Miscellaneous	
	\$1,192.00
Plan Check	
County Sewer Plan Check	
	\$1,793.00
Public Works Plan Check	
	Actual Cost
Stormwater Management Plan Check	
	\$1,873.00
Transportation Plan Check	
	Actual Cost
Sewer Permit & Fees	
City	
	\$724.00
County	
	\$1,594.00
Sewer Tap-in	
	\$145.00
Sewer Dye Test	
	\$191.00
Transportation Permits	
Transportation Permits	
Single	\$16.00
Annual	\$90.00

Inspection	
Engineering Inspection Fee (Based on Construction Costs)	6%
Additional Inspection Visit	\$352.00
Mapping Fees	
Final Subdivision Map Check	
Base	\$4,693.00
City Land Surveyor (Minimum Deposit)	\$2,000.00
Lot-Line Adjustment	\$2,717.00
Misc. Engineering Fees	
Vacating Easement/Right-of-Way	\$11,143.00
Utility Street Cut Permit (Based on Construction Costs)	4%
Temporary Lane Closure Permit	
Application	\$628.00
Fees Assessed at Time of Engineering Permit Issuance	
Technology Surcharge Fee (Charged based Engineering Permit Fee)	5%
PLANNING DIVISION	
General Applications	
Annexation	\$18,001.00
Appeal	\$1,000.00
Application Modification	
Single Family	\$1,012.00
Commercial/Multi-Family	\$1,703.00

Applicaton Modification	
Single-Family	\$2,341.00
Commercial/Multi-Family	\$5,127.00
Development Agreement	\$13,986.00
Environmental Review (Deposit)	Actual Cost
Flood Hazard Letter	\$691.00
Home Occupation Permit	\$461.00
Preliminary Project Review	
Staff Review	\$6,649.00
Planning Commission	\$11,068.00
Zoning Compliance/Verification Letter	\$691.00
Conditional Use Permit	
New Use Permit or Modification	\$9,180.00
New Use Permit or Modification (Non-Profit)	\$8,809.00
Temporary Use Permit	\$451.00
Design Review	
Single Family	
Administrative (<150 sq. ft.)	\$691.00
Administrative (>150 sq. ft.)	\$3,469.00
Zoning Administrator	\$6,415.00
Commercial/Multi-Family	
Administrative	\$7,131.00
Planning Commission	\$14,825.00

Historic Permit	
Alteration Permit	\$7,172.00
Resource/Landmark Designation	\$4,275.00
Mills Act	\$6,579.00
Sign Review	
Modification of Existing Sign	\$461.00
New/Modification of Sign Program	\$1,382.00
New Sign	\$691.00
Public Notification	
Public Notice	\$2.00/per resident or occupant within notification boundary
Tree Removal	
Tree Removal Permit	
First Tree	\$300.00
Each Additional Tree	\$150.00
Invasive Species (subject to verification)	\$0.00
In-Lieu Tree Replacement Fee	\$1,200.00
Consulting Arborist	Actual Cost
Long Range Planning	
General Plan Amendment (Deposit)	Actual Cost
Zone Change	Actual Cost

Zone Text Amendment (Deposit)	Actual Cost
Map Amendment (Deposit)	Actual Cost
Planned Unit Development (PUD)	Actual Cost
Single-Story Overlay Zone	Actual Cost
Parklet Permit	
Initial Application	\$553.00
Annual Fee (Calculated per Square Foot of Parklet Area)	\$3.00/sq. ft.
Sidewalk Dining	
Sidewalk Permit	
Initial Application	\$553.00
Annual Review	\$357.00
Outdoor Display Permit	
Outdoor Display Permit	\$1,152.00
Subdivision Review	
Certificate of Compliance	\$4,003.00
Reversion to Acreage	\$7,279.00
Tentative Subdivision Map Review	
Tract Map	\$10,546.00
Parcel Map	\$10,546.00
Urban Lot Split	\$5,987.00
Lot Line Adjustment/Lot Merger	\$5,020.00
Map Extension or Modification	
Administrative	\$3,728.00
Planning Commission/City Council	\$6,674.00

Variance	
Variance	
Single Family	\$10,595.00
Commercial/Multi-Family	\$12,900.00
Fees Assessed at Time of Planning Project/Permit Submittal	
Technology Surcharge Fee (Charged based Planning Project/Permit Fee)	5%
POLICE	
Alarm Permit	\$43.50 per permit
Renewal	\$43.50 per permit
Late Renewal/Unpermitted Alarm response	\$90.50
False Alarm Response	
First two responses in a permit year	No charge
Third and subsequent responses	\$260.00
Alcohol Permit	\$120.00
Concealed Carry Weapon Permit	
Initial Application	\$260.00
Bi-annual renewal	\$52.00
DUI Accident Response	
Police Response	\$1,375.00
Fire Response	\$1,675.00
Fatal accident	Fully allocated hourly rate for all emergency personnel responding, not to exceed \$12,000.00 per incident
Jail Booking Fees	Actual County Cost
Massage Establishment Permit	
New	\$324.00
Annual Renewal	\$90.00
Massage Appeal Hearing	\$2,323 per appeal Includes one hour of City Attorney time

Miscellaneous Police Permit	\$179.30 Per Application
Parking Permit	
Quarterly	\$46.00
Annual	\$114.00
Second Response Call-Back	
Standard Response	\$221.00 Per Response After an Initial Warning
Juvenile Alcohol Party Response	\$957.00
Secondhand Dealer/Pawn Shop Permit	
New	\$310.60
Annual Renewal	\$179.50
Solicitor Permit	\$179.30 Per Application
Special Event Permit Application	
New For-Profit	\$500
New Non-Profit	\$400
On-Going For-Profit	\$200
On-Going Non-Profit	\$150
Special Event Police Service	Actual Cost
Vehicle Impound Release	\$358.75 per vehicle
Vehicle Repossession	\$17.70 per vehicle
Verification/Clearance Letter	\$47.75 per letter
Subpoena	\$315.60
Subpoena Duces Tecum	\$15.60
Police Report Copies	\$0.20 per page and no charge for victims of crimes
PUBLIC WORKS/ENVIRONMENTAL SERVICES AND UTILITIES	
County Sewer Plan Check	\$717.50 Per Plan
Encroachment Permit	
Parking Stall	\$118.45 Plus \$35.45 Per Stall Per Day
Special	\$508.10

Miscellaneous	\$299.00 Per Permit
Final Subdivision Map Check	\$1,399.00 Per Map Plus Actual outside Costs
Flood Hazard Letter	\$83.55 Per Letter
Heavy Haul Permit	\$729.20 Per Permit
Public Works Inspection	6% of the Estimated Cost of Construction
Lot-Line Adjustment	\$657.75 Plus Actual outside Costs
Sewer Dye Test	\$173.75 Per Test
Stormwater Management Plan Check	\$478.35 Per Application
Temporary Lane Closure Permit	\$627.75 Per Permit Plus \$70.95 Per Day After First Day
Utility Street Cut Permit	2% of Construction Cost (\$200.00 Minimum)
Additional Inspection Visit (for existing permit)	\$191.10
Sewer Permit (City)	\$143.35
Sewer Permit (County)	\$268.95
Sewer Tap-in	\$59.80
Transportation Permit	\$29.75
Public Works Plan Check	Actual Costs
Transportation Plan Check	Actual Costs
Technology Surcharge – Permit System Maintenance, Document Archiving Maintenance, Document Backfile Conversion	5% of all permits

PARKS AND RECREATION	
Banner Hanging	
San Antonio/El Camino Real	\$464.60 Per Two Weeks
Downtown	\$464.60 Per Two Weeks
Fremont/Grant	\$384.50 Per Two Weeks
Lincoln Park	
9-foot	\$192.30 Per Week
18-foot	\$384.60 Per Week
30-foot	\$464.65 Per Week
Los Altos Community Center Facility Rentals (per hour)	
Community Room (Grand Oak)	
Resident	\$286.10
Non-Resident	\$343.30
Non-Profit	\$143.00
Commercial	\$429.15
Meeting Room (Sequoia)	
Resident	\$114.45
Non-Resident	\$143.00
Non-Profit	\$57.25
Commercial	\$171.65
Multi-purpose Room (Apricot, Manzanita, Birch, Sycamore, Maple, Courtyard only)	
Resident	\$91.55
Non-Resident	\$114.45
Non-Profit	\$45.80
Commercial	\$137.35
Kitchen	
Resident	\$57.25
Non-Resident	\$85.85
Non-Profit	\$28.55
Commercial	\$114.45
Lobby	
Resident	\$114.45
Non-Resident	\$143.00
Non-Profit	\$57.25

Commercial	\$171.65
Courtyard	
Resident	\$57.25
Non-Resident	\$85.85
Non-Profit	\$28.55
Commercial	\$114.45
Package (Sequoia/Manzanita/Lobby)	
Resident	\$240.30
Non-Resident	\$291.85
Non-Profit	\$120.15
Commercial	\$480.65
Package (Sequoia/Manzanita/Apricot)	
Resident	\$240.30
Non-Resident	\$291.85
Non-Profit	\$120.15
Commercial	\$480.65
Package (Sequoia/Manzanita/Buckeye/Madrone)	
Resident	\$183.10
Non-Resident	\$223.15
Non-Profit	\$91.55
Commercial	\$366.20
Full Facility Deposit	\$1,144.40
Other Facility Rentals (per hour)	
Multi-purpose rooms	
Resident	\$137.35
Non-Resident	\$171.70
Non-Profit	\$68.65
Commercial	\$274.65
Classrooms	
Resident	\$57.25
Non-Resident	\$68.65
Non-Profit	\$45.80
Commercial	\$114.45

San Antonio Club	
Resident	\$137.35
Non-Resident	\$171.70
Non-Profit	\$68.65
Commercial	\$274.65
Tennis and Bocce Courts	
Resident	\$10.40
Non-Resident	N/A
Non-Profit	\$7.90
Commercial	N/A
Athletic Fields	
Resident	\$57.25
Non-Resident	\$68.65
Non-Profit	\$28.60
Commercial	N/A
Gymnasium (Half)	
Resident	\$97.30
Non-Resident	\$125.85
Non-Profit	\$51.50
Commercial	\$183.10
Gymnasium (Full)	
Resident	\$160.20
Non-Resident	\$206.00
Non-Profit	\$91.55
Commercial	\$320.45
Classroom Deposit	\$286.10
Multi-purpose room Deposit	\$572.20
Other Facility Rentals (per hour)	
Veterans Community Plaza Half Day	
Resident	\$160.90
Non-Resident	\$206.00
Non-Profit	\$63.00
Commercial	N/A

Veterans Community Plaza Full Day	
Resident	\$251.75
Non-Resident	\$314.75
Non-Profit	\$103.00
Commercial	N/A
Patriot Corner Picnic Area Half Day	
Resident	\$171.65
Non-Resident	\$217.50
Non-Profit	N/A
Commercial	\$343.30
Patriot Corner Picnic Area Full Day	
Resident	\$251.75
Non-Resident	\$314.75
Non-Profit	N/A
Commercial	\$503.50
Grant Picnic Area Half Day	
Resident	\$103.00
Non-Resident	\$125.85
Non-Profit	N/A
Commercial	\$206.00
Grant Picnic Area Full Day	
Resident	\$137.30
Non-Resident	\$166.00
Non-Profit	N/A
Commercial	\$274.65
Miscellaneous	
Key Replacement	
	\$144.45
Facility Rentals	
Additional Facility Attendant	\$25.15 per hour
Linen Rental	\$28.60 per linen
Senior Lunch Program	
Weekly Lunch	Donation Only
Holiday Lunch	Donation Only

OTHER FEES	
Business License Listing	\$47.75 Per Request
Business License Duplicate	\$11.70 Per Request
City Initiative Filing	\$200.00 Per Initiative, Refunded if Within One Year of Filing the Notice of Intent, the Elections Official Certifies the Sufficiency of the Petition
Damage to City Property	Time/Material
Document Certification	\$25.00 Per Certification
Document Reproduction	\$0.25 Per Page
Fair Political Practices Commission Related	\$0.10 Per Page
DVD Copy	\$2.00 Per Disk
Non-Sufficient Funds Check Processing	\$41.50 Per NSF Check
Notary Fee	\$11.00
Tobacco Retailer License	
Initial	\$286.10
Annual	\$171.70

RESOLUTION NO. 2024-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
APPROVING THE UPDATED FISCAL YEAR 2024/25 PAY SCHEDULE TO COMPLY
WITH CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)
STATUTORY AND REGULATORY REQUIREMENTS FOR COMPENSATION
EARNABLE AND PUBLICLY AVAILABLE PAY SCHEDULES**

WHEREAS, all employers must comply with the compensation earnable and publicly available pay schedules provisions contained within California Government Code (GC) section 20636(d) and California Code of Regulations (CCR) 570.5; and

WHEREAS, it is necessary for the City Council to review and duly approve and adopt in accordance with requirements of applicable public meetings laws a publicly available pay schedule; and

WHEREAS, attached to this resolution and incorporated by reference is the City's comprehensive pay schedule which will be made publicly available on the City's external website and provide upon request; and

WHEREAS, the City reviews and may revise employee compensation and pay schedule ranges; and

WHEREAS, the City benefits from a highly qualified, municipal workforce; and

WHEREAS, to assist in retaining such a workforce, it is critical that the City's compensation levels are competitive in the marketplace; and

WHEREAS, the City should adjust pay to reflect changes in the region's cost of living; and

WHEREAS, represented classifications are covered by current contracts which specify the amount of the pay adjustments in the fiscal year.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Los Altos hereby adopts the Update Fiscal Year 2024/25 Pay Schedule in Exhibit A reflecting these classification market pay adjustments.

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 D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK

City Manager: N/A
Unrepresented Department Heads: 3.8% COLA & Market Range Adjustment to Individual Classifications effective 06/23/24
Unrepresented Management: 3.8% COLA & Market Range Adjustment to Individual Classifications effective 06/23/24
Unrepresented Confidential: 3.8% COLA & Market Range Adjustments to Individual Classifications increase effective 06/23/24

LAMEA: 3.8% COLA increase effective 06/23/24
POA: N/A
Teamsters: 3.5% increase and Market Adjustments to Individual Classifications effective 06/23/24

(M) Market Adjustment
 (R) Market Range Adjustment

City of Los Altos - Full Time Salary Schedule FY 24/25
Resolution 2024-XX

<i>Unrep. Department Head Classifications</i>	<i>FLSA Status</i>	Biweekly					Monthly					Annual				
		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
City Manager	Exempt					\$10,945.96					\$23,716.25					\$284,595.00
Assistant City Manager (R)	Exempt	\$8,986.24		Open Range		\$10,922.77	\$19,470.19		Open Range		\$23,666.01	\$233,642.24		Open Range		\$283,992.14
Police Chief (R)	Exempt	\$8,986.24		Open Range		\$10,922.77	\$19,470.19		Open Range		\$23,666.01	\$233,642.24		Open Range		\$283,992.14
Public Works Director (R)	Exempt	\$8,509.13		Open Range		\$10,342.85	\$18,436.45		Open Range		\$22,409.50	\$221,237.38		Open Range		\$268,914.04
Development Services Director (R)	Exempt	\$8,127.62		Open Range		\$9,879.12	\$17,609.84		Open Range		\$21,404.76	\$211,318.12		Open Range		\$256,857.17
Parks, Recreation, & Community Svcs. Director (R)	Exempt	\$8,127.62		Open Range		\$9,879.12	\$17,609.84		Open Range		\$21,404.76	\$211,318.12		Open Range		\$256,857.17
Finance Director (R)	Exempt	\$8,125.10		Open Range		\$9,876.06	\$17,604.38		Open Range		\$21,398.12	\$211,252.52		Open Range		\$256,777.43
Human Resources Director	Exempt	\$7,690.04		Open Range		\$9,347.25	\$16,661.76		Open Range		\$20,252.37	\$199,941.16		Open Range		\$243,028.49

<i>Unrep. Management Classifications</i>	<i>FLSA Status</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Deputy City Manager (R)	Exempt	\$7,357.83		Open Range		\$8,943.49	\$15,941.97		Open Range		\$19,377.56	\$191,303.58		Open Range		\$232,530.70
Deputy Director (R)	Exempt	\$7,210.67		Open Range		\$8,764.62	\$15,623.13		Open Range		\$18,990.01	\$187,477.51		Open Range		\$227,880.08
Police Captain	Exempt	\$7,195.11		Open Range		\$8,745.70	\$15,589.41		Open Range		\$18,949.03	\$187,072.92		Open Range		\$227,388.31
Capital Improvement Projects Manager	Exempt	\$6,848.41		Open Range		\$8,324.29	\$14,838.23		Open Range		\$18,035.96	\$178,058.70		Open Range		\$216,431.46
City Engineer	Exempt	\$6,848.41		Open Range		\$8,324.29	\$14,838.23		Open Range		\$18,035.96	\$178,058.70		Open Range		\$216,431.46
Financial Services Manager	Exempt	\$6,518.42		Open Range		\$7,923.18	\$14,123.24		Open Range		\$17,166.88	\$169,478.84		Open Range		\$206,002.58
Information Technology Manager	Exempt	\$6,518.42		Open Range		\$7,923.18	\$14,123.24		Open Range		\$17,166.88	\$169,478.84		Open Range		\$206,002.58
Human Resources Manager	Exempt	\$6,518.42		Open Range		\$7,923.18	\$14,123.24		Open Range		\$17,166.88	\$169,478.84		Open Range		\$206,002.58
Building Official	Exempt	\$6,053.00		Open Range		\$7,357.46	\$13,114.83		Open Range		\$15,941.16	\$157,377.95		Open Range		\$191,293.88
Development Services Manager	Exempt	\$6,053.00		Open Range		\$7,357.46	\$13,114.83		Open Range		\$15,941.16	\$157,377.95		Open Range		\$191,293.88
Planning Services Manager	Exempt	\$6,053.00		Open Range		\$7,357.46	\$13,114.83		Open Range		\$15,941.16	\$157,377.95		Open Range		\$191,293.88
Transportation Services Manager	Exempt	\$6,053.00		Open Range		\$7,357.46	\$13,114.83		Open Range		\$15,941.16	\$157,377.95		Open Range		\$191,293.88
Maintenance Superintendent (R)	Exempt	\$5,995.95		Open Range		\$7,288.11	\$12,991.23		Open Range		\$15,790.92	\$155,894.70		Open Range		\$189,490.98
City Clerk (R)	Exempt	\$5,995.93		Open Range		\$7,288.09	\$12,991.18		Open Range		\$15,790.86	\$155,894.18		Open Range		\$189,490.35
Assistant to the City Manager	Exempt	\$5,711.63		Open Range		\$6,942.52	\$12,375.19		Open Range		\$15,042.12	\$148,502.28		Open Range		\$180,505.45
Project Manager	Exempt	\$5,620.81		Open Range		\$6,832.13	\$12,178.42		Open Range		\$14,802.95	\$146,141.07		Open Range		\$177,635.38
Recreation Manager (R)	Exempt	\$5,407.59		Open Range		\$6,572.96	\$11,716.45		Open Range		\$14,241.41	\$140,597.34		Open Range		\$170,896.95
Public Information Officer	Exempt	\$5,222.93		Open Range		\$6,348.51	\$11,316.36		Open Range		\$13,755.10	\$135,796.27		Open Range		\$165,061.22

<i>Unrep. Confidential Classifications</i>	<i>FLSA Status</i>	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Senior Accountant	Exempt	\$4,631.42	\$4,862.99	\$5,106.14	\$5,361.45	\$5,629.52	\$10,034.75	\$10,536.49	\$11,063.31	\$11,616.48	\$12,197.30	\$120,417.00	\$126,437.85	\$132,759.75	\$139,397.73	\$146,367.62
Senior Human Resources Analyst	Exempt	\$4,631.42	\$4,862.99	\$5,106.14	\$5,361.45	\$5,629.52	\$10,034.75	\$10,536.49	\$11,063.31	\$11,616.48	\$12,197.30	\$120,417.00	\$126,437.85	\$132,759.75	\$139,397.73	\$146,367.62
Management Analyst II	Exempt	\$4,518.46	\$4,744.38	\$4,981.60	\$5,230.68	\$5,492.22	\$9,790.00	\$10,279.50	\$10,793.48	\$11,333.15	\$11,899.81	\$117,480.00	\$123,354.00	\$129,521.70	\$135,997.79	\$142,797.68
Human Resources Analyst II	Exempt	\$4,408.26	\$4,628.67	\$4,860.10	\$5,103.11	\$5,358.26	\$9,551.22	\$10,028.78	\$10,530.22	\$11,056.73	\$11,609.57	\$114,614.64	\$120,345.37	\$126,362.64	\$132,680.77	\$139,314.81
Human Resources Analyst I	Exempt	\$4,300.74	\$4,515.77	\$4,741.56	\$4,978.64	\$5,227.57	\$9,318.26	\$9,784.18	\$10,273.39	\$10,787.05	\$11,326.41	\$111,819.16	\$117,410.12	\$123,280.62	\$129,444.65	\$135,916.89
Management Analyst I (R)	Exempt	\$4,287.80	\$4,502.19	\$4,727.30	\$4,963.66	\$5,211.84	\$9,290.23	\$9,754.74	\$10,242.48	\$10,754.60	\$11,292.33	\$111,482.73	\$117,056.87	\$122,909.71	\$129,055.20	\$135,507.96
Confidential Executive Assistant (R)	Non-Exempt	\$3,658.66	\$3,841.59	\$4,033.67	\$4,235.35	\$4,447.12	\$7,927.09	\$8,323.44	\$8,739.62	\$9,176.60	\$9,635.43	\$95,125.08	\$99,881.33	\$104,875.40	\$110,119.17	\$115,625.13
Human Resources Technician	Non-Exempt	\$3,529.82	\$3,706.31	\$3,891.62	\$4,086.20	\$4,290.51	\$7,647.93	\$8,030.33	\$8,431.85	\$8,853.44	\$9,296.11	\$91,775.19	\$96,363.95	\$101,182.15	\$106,241.26	\$111,553.32
Deputy City Clerk	Exempt	\$3,433.98	\$3,605.68	\$3,785.96	\$3,975.26	\$4,174.02	\$7,440.29	\$7,812.30	\$8,202.92	\$8,613.06	\$9,043.72	\$89,283.45	\$93,747.62	\$98,435.00	\$103,356.75	\$108,524.59

LAMEA: 3.8% COLA increase effective 06/23/24

City of Los Altos - Full Time Salary Schedule FY 24/25
 Resolution 2024-XX

		Biweekly					Monthly					Annual				
LAMEA Classifications	FLSA Status	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Senior Engineer	Exempt	\$5,598.15	\$5,878.06	\$6,171.97	\$6,480.56	\$6,804.59	\$12,129.33	\$12,735.80	\$13,372.59	\$14,041.22	\$14,743.28	\$145,552.01	\$152,829.61	\$160,471.09	\$168,494.65	\$176,919.38
Senior Planner	Exempt	\$5,468.74	\$5,742.18	\$6,029.28	\$6,330.75	\$6,647.29	\$11,848.93	\$12,441.38	\$13,063.45	\$13,716.62	\$14,402.45	\$142,187.20	\$149,296.56	\$156,761.39	\$164,599.46	\$172,829.44
Senior Network Systems Administrator	Exempt	\$5,245.22	\$5,507.48	\$5,782.85	\$6,072.00	\$6,375.60	\$11,364.64	\$11,932.87	\$12,529.52	\$13,155.99	\$13,813.79	\$136,375.70	\$143,194.48	\$150,354.21	\$157,871.92	\$165,765.51
Information Technology Analyst II	Exempt	\$4,995.45	\$5,245.22	\$5,507.48	\$5,782.85	\$6,072.00	\$10,823.47	\$11,364.64	\$11,932.87	\$12,529.52	\$13,155.99	\$129,881.62	\$136,375.70	\$143,194.48	\$150,354.21	\$157,871.92
Network Systems Administrator	Exempt	\$4,995.45	\$5,245.22	\$5,507.48	\$5,782.85	\$6,072.00	\$10,823.47	\$11,364.64	\$11,932.87	\$12,529.52	\$13,155.99	\$129,881.62	\$136,375.70	\$143,194.48	\$150,354.21	\$157,871.92
Associate Civil Engineer	Non-Exempt	\$4,885.75	\$5,130.04	\$5,386.54	\$5,655.87	\$5,938.66	\$10,585.80	\$11,115.08	\$11,670.84	\$12,254.38	\$12,867.10	\$127,029.54	\$133,381.02	\$140,050.07	\$147,052.57	\$154,405.20
Information Technology Analyst I	Exempt	\$4,757.57	\$4,995.45	\$5,245.22	\$5,507.48	\$5,782.85	\$10,308.06	\$10,823.47	\$11,364.64	\$11,932.87	\$12,529.52	\$123,696.78	\$129,881.62	\$136,375.70	\$143,194.48	\$150,354.21
Associate Planner	Non-Exempt	\$4,614.59	\$4,845.32	\$5,087.59	\$5,341.97	\$5,609.07	\$9,998.29	\$10,498.20	\$11,023.11	\$11,574.27	\$12,152.98	\$119,979.47	\$125,978.44	\$132,277.36	\$138,891.23	\$145,835.79
Senior Building Inspector	Exempt	\$4,551.74	\$4,779.32	\$5,018.29	\$5,269.20	\$5,532.66	\$9,862.09	\$10,355.20	\$10,872.96	\$11,416.61	\$11,987.44	\$118,345.13	\$124,262.39	\$130,475.51	\$136,999.28	\$143,849.25
Assistant Civil Engineer	Non-Exempt	\$4,318.79	\$4,534.73	\$4,761.46	\$4,999.54	\$5,249.51	\$9,357.37	\$9,825.24	\$10,316.50	\$10,832.33	\$11,373.95	\$112,288.47	\$117,902.90	\$123,798.04	\$129,987.95	\$136,487.34
Accountant	Non-Exempt	\$4,277.06	\$4,490.91	\$4,715.46	\$4,951.23	\$5,198.80	\$9,266.97	\$9,730.32	\$10,216.83	\$10,727.67	\$11,264.06	\$111,203.61	\$116,763.79	\$122,601.98	\$128,732.08	\$135,168.68
Administrative Officer	Exempt	\$4,277.06	\$4,490.91	\$4,715.46	\$4,951.23	\$5,198.80	\$9,266.97	\$9,730.32	\$10,216.83	\$10,727.67	\$11,264.06	\$111,203.61	\$116,763.79	\$122,601.98	\$128,732.08	\$135,168.68
Senior Recreation Supervisor	Non-Exempt	\$4,271.95	\$4,485.55	\$4,709.83	\$4,945.32	\$5,192.58	\$9,255.89	\$9,718.69	\$10,204.62	\$10,714.85	\$11,250.60	\$111,070.73	\$116,624.27	\$122,455.48	\$128,578.26	\$135,007.17
Maintenance Supervisor	Non-Exempt	\$4,189.37	\$4,398.84	\$4,618.78	\$4,849.72	\$5,092.21	\$9,076.97	\$9,530.82	\$10,007.36	\$10,507.73	\$11,033.12	\$108,923.67	\$114,369.85	\$120,088.34	\$126,092.76	\$132,397.40
Emergency Response Coordinator	Non-Exempt	\$4,188.14	\$4,397.55	\$4,617.42	\$4,848.29	\$5,090.71	\$9,074.30	\$9,528.02	\$10,004.42	\$10,504.64	\$11,029.87	\$108,891.62	\$114,336.20	\$120,053.01	\$126,055.66	\$132,358.45
Economic Development Coordinator	Non-Exempt	\$4,188.14	\$4,397.55	\$4,617.42	\$4,848.29	\$5,090.71	\$9,074.30	\$9,528.02	\$10,004.42	\$10,504.64	\$11,029.87	\$108,891.62	\$114,336.20	\$120,053.01	\$126,055.66	\$132,358.45
Sustainability Coordinator	Non-Exempt	\$4,188.14	\$4,397.55	\$4,617.42	\$4,848.29	\$5,090.71	\$9,074.30	\$9,528.02	\$10,004.42	\$10,504.64	\$11,029.87	\$108,891.62	\$114,336.20	\$120,053.01	\$126,055.66	\$132,358.45
Public Information Coordinator	Non-Exempt	\$4,188.14	\$4,397.55	\$4,617.42	\$4,848.29	\$5,090.71	\$9,074.30	\$9,528.02	\$10,004.42	\$10,504.64	\$11,029.87	\$108,891.62	\$114,336.20	\$120,053.01	\$126,055.66	\$132,358.45
Assistant Planner	Non-Exempt	\$4,177.05	\$4,385.90	\$4,605.19	\$4,835.45	\$5,077.23	\$9,050.27	\$9,502.78	\$9,977.92	\$10,476.82	\$11,000.66	\$108,603.21	\$114,033.37	\$119,735.04	\$125,721.79	\$132,007.88
Building Inspector	Non-Exempt	\$4,117.88	\$4,323.78	\$4,539.97	\$4,766.97	\$5,005.31	\$8,922.08	\$9,368.19	\$9,836.60	\$10,328.43	\$10,844.85	\$107,065.01	\$112,418.26	\$118,039.17	\$123,941.13	\$130,138.19
Recreation Supervisor	Non-Exempt	\$4,063.65	\$4,266.84	\$4,480.18	\$4,704.19	\$4,939.40	\$8,804.58	\$9,244.81	\$9,707.05	\$10,192.41	\$10,702.03	\$105,654.99	\$110,937.74	\$116,484.63	\$122,308.86	\$128,424.31
GIS Technician	Non-Exempt	\$3,925.61	\$4,121.89	\$4,327.99	\$4,544.38	\$4,771.60	\$8,505.49	\$8,930.76	\$9,377.30	\$9,846.17	\$10,338.47	\$102,065.87	\$107,169.16	\$112,527.62	\$118,154.00	\$124,061.70
Junior Engineer	Non-Exempt	\$3,925.61	\$4,121.89	\$4,327.99	\$4,544.38	\$4,771.60	\$8,505.49	\$8,930.76	\$9,377.30	\$9,846.17	\$10,338.47	\$102,065.87	\$107,169.16	\$112,527.62	\$118,154.00	\$124,061.70
Police Records Supervisor	Non-Exempt	\$3,925.61	\$4,121.89	\$4,327.99	\$4,544.38	\$4,771.60	\$8,505.49	\$8,930.76	\$9,377.30	\$9,846.17	\$10,338.47	\$102,065.87	\$107,169.16	\$112,527.62	\$118,154.00	\$124,061.70
Construction Inspector	Non-Exempt	\$3,738.27	\$3,925.18	\$4,121.44	\$4,327.51	\$4,543.89	\$8,099.58	\$8,504.55	\$8,929.78	\$9,376.27	\$9,845.08	\$97,194.90	\$102,054.65	\$107,157.38	\$112,515.25	\$118,141.01
Engineering Technician	Non-Exempt	\$3,738.27	\$3,925.18	\$4,121.44	\$4,327.51	\$4,543.89	\$8,099.58	\$8,504.55	\$8,929.78	\$9,376.27	\$9,845.08	\$97,194.90	\$102,054.65	\$107,157.38	\$112,515.25	\$118,141.01
Information Technology Technician	Non-Exempt	\$3,612.55	\$3,793.17	\$3,982.83	\$4,181.98	\$4,391.07	\$7,827.19	\$8,218.55	\$8,629.47	\$9,060.95	\$9,513.99	\$93,926.23	\$98,622.54	\$103,553.67	\$108,731.36	\$114,167.92
Code Enforcement Officer	Non-Exempt	\$3,522.37	\$3,698.49	\$3,883.41	\$4,077.59	\$4,281.46	\$7,631.80	\$8,013.40	\$8,414.06	\$8,834.77	\$9,276.51	\$91,581.66	\$96,160.74	\$100,968.78	\$106,017.22	\$111,318.08
Accounting Technician II	Non-Exempt	\$3,399.32	\$3,569.29	\$3,747.75	\$3,935.14	\$4,131.89	\$7,365.19	\$7,733.45	\$8,120.12	\$8,526.13	\$8,952.44	\$88,382.31	\$92,801.43	\$97,441.50	\$102,313.57	\$107,429.25
Development Services Technician	Non-Exempt	\$3,308.11	\$3,473.52	\$3,647.19	\$3,829.55	\$4,021.03	\$7,167.58	\$7,525.96	\$7,902.25	\$8,297.37	\$8,712.23	\$86,010.92	\$90,311.47	\$94,827.04	\$99,568.39	\$104,546.81
Executive Assistant	Non-Exempt	\$3,208.28	\$3,368.69	\$3,537.13	\$3,713.98	\$3,899.68	\$6,951.27	\$7,298.83	\$7,663.77	\$8,046.96	\$8,449.31	\$83,415.21	\$87,585.97	\$91,965.27	\$96,563.53	\$101,391.71
Recreation Coordinator	Non-Exempt	\$3,086.26	\$3,240.57	\$3,402.60	\$3,572.73	\$3,751.36	\$6,686.89	\$7,021.23	\$7,372.30	\$7,740.91	\$8,127.96	\$80,242.68	\$84,254.81	\$88,467.55	\$92,890.93	\$97,535.48
Facilities Coordinator	Non-Exempt	\$3,086.26	\$3,240.57	\$3,402.60	\$3,572.73	\$3,751.36	\$6,686.89	\$7,021.23	\$7,372.30	\$7,740.91	\$8,127.96	\$80,242.68	\$84,254.81	\$88,467.55	\$92,890.93	\$97,535.48
Lead Records Specialist	Non-Exempt	\$2,995.05	\$3,144.80	\$3,302.04	\$3,467.14	\$3,640.50	\$6,489.27	\$6,813.74	\$7,154.42	\$7,512.15	\$7,887.75	\$77,871.29	\$81,764.85	\$85,853.10	\$90,145.75	\$94,653.04
Accounting Technician I	Non-Exempt	\$2,951.91	\$3,099.51	\$3,254.48	\$3,417.21	\$3,588.07	\$6,395.81	\$6,715.60	\$7,051.38	\$7,403.95	\$7,774.14	\$76,749.69	\$80,587.17	\$84,616.53	\$88,847.35	\$93,289.72
Records Specialist	Non-Exempt	\$2,720.20	\$2,856.20	\$2,999.02	\$3,148.97	\$3,306.41	\$5,893.76	\$6,188.44	\$6,497.87	\$6,822.76	\$7,163.90	\$70,725.08	\$74,261.33	\$77,974.40	\$81,873.12	\$85,966.77
Accounting Office Assistant	Non-Exempt	\$2,595.71	\$2,725.50	\$2,861.77	\$3,004.86	\$3,155.10	\$5,624.04	\$5,905.24	\$6,200.50	\$6,510.53	\$6,836.05	\$67,488.45	\$70,862.87	\$74,406.02	\$78,126.32	\$82,032.63
Office Assistant II	Non-Exempt	\$2,585.85	\$2,715.14	\$2,850.90	\$2,993.44	\$3,143.12	\$5,602.67	\$5,882.81	\$6,176.95	\$6,485.80	\$6,810.08	\$67,232.08	\$70,593.69	\$74,123.37	\$77,829.54	\$81,721.02
Office Assistant I	Non-Exempt	\$2,322.09	\$2,438.19	\$2,560.10	\$2,688.11	\$2,822.51	\$5,031.19	\$5,282.75	\$5,546.89	\$5,824.23	\$6,115.44	\$60,374.28	\$63,393.00	\$66,562.65	\$69,890.78	\$73,385.32

POA: N/A

City of Los Altos - Full Time Salary Schedule FY 24/25
Resolution 2024-XX

<i>POA Classifications</i>	<i>FLSA Status</i>	Biweekly					Monthly					Annual				
		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Police Sergeant	Non-Exempt	\$5,689.97	\$5,974.47	\$6,273.19	\$6,586.85	\$6,916.20	\$12,328.27	\$12,944.69	\$13,591.92	\$14,271.52	\$14,985.09	\$147,939.26	\$155,336.22	\$163,103.04	\$171,258.19	\$179,821.10
Police Corporal	Non-Exempt	\$5,062.14	\$5,315.25	\$5,581.01	\$5,860.06	\$6,153.06	\$10,967.97	\$11,516.36	\$12,092.18	\$12,696.79	\$13,331.63	\$131,615.59	\$138,196.37	\$145,106.19	\$152,361.50	\$159,979.58
Communications Supervisor	Non-Exempt	\$4,758.17	\$4,996.08	\$5,245.88	\$5,508.18	\$5,783.59	\$10,309.37	\$10,824.84	\$11,366.08	\$11,934.39	\$12,531.11	\$123,712.48	\$129,898.10	\$136,393.01	\$143,212.66	\$150,373.29
Police Officer	Non-Exempt	\$4,821.61	\$5,062.69	\$5,315.83	\$5,581.62	\$5,860.70	\$10,446.83	\$10,969.17	\$11,517.63	\$12,093.51	\$12,698.18	\$125,361.93	\$131,630.02	\$138,211.53	\$145,122.10	\$152,378.21
Lead Communications Officer	Non-Exempt	\$4,531.59	\$4,758.17	\$4,996.08	\$5,245.88	\$5,508.18	\$9,818.45	\$10,309.37	\$10,824.84	\$11,366.08	\$11,934.39	\$117,821.41	\$123,712.48	\$129,898.10	\$136,393.01	\$143,212.66
Police Officer Trainee	Non-Exempt	\$4,414.38	\$4,635.10	\$4,866.85	\$5,110.20	\$5,365.71	\$9,564.49	\$10,042.71	\$10,544.85	\$11,072.09	\$11,625.70	\$114,773.87	\$120,512.56	\$126,538.19	\$132,865.10	\$139,508.35
Communications Officer	Non-Exempt	\$4,117.71	\$4,323.60	\$4,539.78	\$4,766.77	\$5,005.10	\$8,921.71	\$9,367.79	\$9,836.18	\$10,327.99	\$10,844.39	\$107,060.49	\$112,413.51	\$118,034.19	\$123,935.90	\$130,132.69
Crime Analyst*	Non-Exempt	\$3,943.64	\$4,140.82	\$4,347.86	\$4,565.26	\$4,793.52	\$8,544.55	\$8,971.78	\$9,420.37	\$9,891.39	\$10,385.96	\$102,534.64	\$107,661.37	\$113,044.44	\$118,696.66	\$124,631.50
Community Service Officer	Non-Exempt	\$3,242.41	\$3,404.53	\$3,574.76	\$3,753.50	\$3,941.17	\$7,025.23	\$7,376.49	\$7,745.31	\$8,132.58	\$8,539.21	\$84,302.71	\$88,517.84	\$92,943.73	\$97,590.92	\$102,470.47

Teamsters: 3.5% increase and Market Adjustments to Individual Classifications effective 06/23/24

City of Los Altos - Full Time Salary Schedule FY 24/25

Resolution 2024-XX

<i>Teamsters Classifications</i>	<i>FLSA Status</i>	Biweekly					Monthly					Annual				
		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Senior Wastewater Maintenance Worker	Non-Exempt	\$3,843.09	Open Range			\$4,671.30	\$8,326.69	Open Range			\$10,121.14	\$99,920.28	Open Range			\$121,453.73
Equipment Mechanic II	Non-Exempt	\$3,660.08	\$3,843.09	\$4,035.24	\$4,237.00	\$4,448.85	\$7,930.18	\$8,326.69	\$8,743.02	\$9,180.18	\$9,639.18	\$95,162.17	\$99,920.28	\$104,916.29	\$110,162.11	\$115,670.21
Senior Maintenance Technician	Non-Exempt	\$3,660.08	\$3,843.09	\$4,035.24	\$4,237.00	\$4,448.85	\$7,930.18	\$8,326.69	\$8,743.02	\$9,180.18	\$9,639.18	\$95,162.17	\$99,920.28	\$104,916.29	\$110,162.11	\$115,670.21
Wastewater Maintenance Worker II	Non-Exempt	\$3,493.73	Open Range			\$4,246.65	\$7,569.74	Open Range			\$9,201.06	\$90,836.86	Open Range			\$110,412.77
Maintenance Leadworker	Non-Exempt	\$3,327.35	\$3,493.72	\$3,668.40	\$3,851.82	\$4,044.41	\$7,209.26	\$7,569.72	\$7,948.20	\$8,345.61	\$8,762.90	\$86,511.07	\$90,836.62	\$95,378.45	\$100,147.37	\$105,154.74
Equipment Mechanic	Non-Exempt	\$3,327.35	\$3,493.72	\$3,668.40	\$3,851.82	\$4,044.41	\$7,209.26	\$7,569.72	\$7,948.20	\$8,345.61	\$8,762.90	\$86,511.07	\$90,836.62	\$95,378.45	\$100,147.37	\$105,154.74
Maintenance Technician	Non-Exempt	\$3,327.35	\$3,493.72	\$3,668.40	\$3,851.82	\$4,044.41	\$7,209.26	\$7,569.72	\$7,948.20	\$8,345.61	\$8,762.90	\$86,511.07	\$90,836.62	\$95,378.45	\$100,147.37	\$105,154.74
Wastewater Maintenance Worker I	Non-Exempt	\$3,169.78	Open Range			\$3,852.88	\$6,867.85	Open Range			\$8,347.92	\$82,414.22	Open Range			\$100,175.00
Maintenance Worker II	Non-Exempt	\$3,018.84	\$3,169.78	\$3,328.27	\$3,494.68	\$3,669.41	\$6,540.81	\$6,867.85	\$7,211.24	\$7,571.81	\$7,950.40	\$78,489.73	\$82,414.22	\$86,534.93	\$90,861.68	\$95,404.76
Maintenance Worker I (M)	Non-Exempt	\$2,699.44	\$2,834.41	\$2,976.13	\$3,124.94	\$3,281.19	\$5,848.79	\$6,141.23	\$6,448.29	\$6,770.71	\$7,109.24	\$70,185.49	\$73,694.77	\$77,379.50	\$81,248.48	\$85,310.90

Minimum Wage Increase: \$17.75 effective 01/01/24

Part-Time Classifications: Market Range Adjustment to Individual Classifications, effective 06/23/24

(R) Market Range Adjustment

City of Los Altos - Part-Time Hourly Rate Schedule FY 24/25

Resolution 2024-XX

<i>Part-Time Classifications Title</i>	<i>FLSA Status</i>	<i>Employment Status</i>	<i>Rate Type</i>	<i>Min</i>	<i>Max</i>
Project Manager (R)	Non-Exempt	Part-Time	Hourly	\$42.50	\$85.40
Network Engineer (R)	Non-Exempt	Part-Time	Hourly	\$53.90	\$75.90
Public Safety Specialist - Dispatch	Non-Exempt	Part-Time	Hourly	\$61.77	\$75.08
Police Officer (Reserve) - Level I (R)	Non-Exempt	Part-Time	Hourly	\$67.00	\$67.00
Emergency Preparedness Coordinator (R)	Non-Exempt	Part-Time	Hourly	\$52.35	\$63.63
IT Technician (R)	Non-Exempt	Part-Time	Hourly	\$45.16	\$54.89
Parking Enforcement Officer (R)	Non-Exempt	Part-Time	Hourly	\$44.03	\$53.52
Property & Evidence CSO	Non-Exempt	Part-Time	Hourly	\$43.12	\$52.41
Department Support Specialist (R)	Non-Exempt	Part-Time	Hourly	\$36.00	\$46.00
Project Coordinator (R)	Non-Exempt	Part-Time	Hourly	\$32.32	\$44.85
Public Safety Specialist - Records (R)	Non-Exempt	Part-Time	Hourly	\$34.00	\$41.33
Clerical Assistant II (R)	Non-Exempt	Part-Time	Hourly	\$27.50	\$35.00
Preschool Teacher III (R)	Non-Exempt	Part-Time	Hourly	\$27.50	\$33.00
Recreation Specialist	Non-Exempt	Part-Time	Hourly	\$25.00	\$30.00
Maintenance Worker I (R)	Non-Exempt	Part-Time	Hourly	\$24.50	\$30.00
Intern (R)	Non-Exempt	Temporary	Hourly	\$18.00	\$30.00
Clerical Assistant I (R)	Non-Exempt	Part-Time	Hourly	\$20.00	\$29.50
Preschool Teacher II (R)	Non-Exempt	Temporary	Hourly	\$22.25	\$27.50
Summer Camp Director (R)	Non-Exempt	Seasonal	Hourly	\$20.00	\$23.00
Facility Attendant (R)	Non-Exempt	Part-Time	Hourly	\$17.75	\$22.75
Preschool Teacher I (R)	Non-Exempt	Temporary	Hourly	\$18.75	\$22.25
Recreation Leader	Non-Exempt	Seasonal	Hourly	\$17.75	\$21.50
Council Member	Non-Exempt	Part-Time	Stipend	Stipend \$300.00 / Month	
Police Officer (Reserve) - Level II	Non-Exempt	Per-Diem	Stipend	Stipend \$200.00 / Month	

RESOLUTION NO. 2024-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
REAFFIRMING THE FY 2024-25 UTILITY USERS TAX RATE**

WHEREAS, the rate of tax for each of the Utility Users Taxes imposed in Section 3.40.070, 3.40.090, and 3.40.110 of the Los Altos Municipal Code does hereby remain fixed and levied at 3.5 percent until further action of the City Council; and

WHEREAS, the Los Altos Municipal Code requires that each year, following the adoption of the City’s budget, the City Council will determine the rate to be charged for the Utility Users Tax and shall set that rate in an amount not to exceed the rate authorized by the ordinance; and

WHEREAS, the City Council reviewed and adopted the budget on June 11, 2024.

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

1. The rate of tax for each of the utility users taxes imposed in Sections 3.40.070, 3.40.090, and 3.40.110 of the Los Altos Municipal Code does hereby remain fixed and levied at 3.5 percent until further action of the City Council
2. Maintain this rate to fund general governmental operational expenses as necessary

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 D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK

RESOLUTION NO. 2024-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
REAFFIRMING THE FY 2024-2025 TRANSIENT OCCUPANCY TAX RATE**

WHEREAS, on November 6, 2018 the voters of the City of Los Altos approved an increase in the Transient Occupancy Tax from 11% to a maximum of 14%; and

WHEREAS, the Los Altos Municipal Code requires that each year, following the adoption of the City’s budget, the City Council will reaffirm the rate for the Transient Occupancy Tax as approved by the voters on November 6, 2018; and

WHEREAS, the City Council reviewed and adopted the budget on June 11, 2024.

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

- 1. Adopt the Transient Occupancy Tax of 14% pursuant to Section 3.36.020
- 2. Maintain this rate to fund general governmental operational expenses as necessary

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 D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK

RESOLUTION NO. 2024-xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ADOPTING THE FY 2024/25 OPERATING BUDGET**

WHEREAS, it has been determined that the adoption of an annual Operating Budget is an effective and prudent management tool; and

WHEREAS, the City Council reviewed the FY 2024/25 Operating Budget at a public meeting held on May 28, 2024 and June 11, 2024; and

WHEREAS, increases in salary ranges are to take effect in the first full pay period in July 2024.

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

1. The City of Los Altos FY 2024/25 Annual Operating Budget has been presented and reviewed by City Council with regard to the approval of estimated revenues, appropriations, capital projects, and transfers for all City funds in accordance with adopted Financial and Investment Policies; and
2. City programs, services, and activities will be provided and maintained within the confines of this Financial Plan/Operating Budget in a manner consistent with adopted Financial Policies; and
3. Funds are deemed appropriated for those purposes and in amounts contained in said Financial Plan/ Operating Budget and the City Manager is authorized to approve appropriations and transfers of these funds to the extent allowed by law and Financial Policies in implementing the work programs incorporated within the adopted budget; and
4. This budget includes the maintenance of an Operating Reserve of 20%
5. Encumbrances (obligated contract commitments), active capital improvement projects, and active grant awards that have not been completed or received at the end of each fiscal year shall be carried forward and re-appropriated into the next fiscal year.

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 D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK

RESOLUTION NO. 2024-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ADOPTING THE FY 2024-29 FIVE-YEAR CAPITAL IMPROVEMENT AND
MAJOR MAINTENANCE PROGRAM (CIMMP)**

WHEREAS, the City Council reviewed the FY 2024-29 Capital Improvement and Major Maintenance Program (CIMMP) at a public meeting held on May 28, 2024; and

WHEREAS, modifications and/or adjustments identified in the aforementioned public meeting are incorporated within the five-year CIMMP before the Council.

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

1. Adopts the FY 2024 – 29 Five-Year Capital Improvement and Major Maintenance Program submitted as presented for those respective fiscal years; and appropriates funds, for all respective funds, for those projects identified within the FY2024/25; and
2. Authorizes the City Manager to proceed with those FY 2024/25 projects identified for implementation or the commencement of planning for them.

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 D. Weinberg, MAYOR

Attest:

Melissa Thurman, MMC
CITY CLERK



City Council Agenda Report

Meeting Date: June 11, 2024

Prepared By: Nick Zornes

Approved By: Gabe Engeland

Subject: Development Impact Fee and In-Lieu Fee Ordinance & Resolution

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Two (2) separate actions for City Council consideration:

Introduce an Ordinance of the City Council of the City of Los Altos Adding Chapter 3.60 to Title 3 Revenue and Finance of the Los Altos Municipal Code Enacting Regulations for Development Impact and In-Lieu Fees and find that this Ordinance is exempt from environmental review pursuant to Section 15378(b)(4) and 15273(a)(1) and (a)(2) of the State Guidelines implementing the California Environmental Quality Act of 1970.

Introduce a Resolution of the City Council of the City of Los Altos Adopting Development Impact and In-Lieu Fees Based on the Adopted Nexus Study and find that this Resolution is exempt from environmental review pursuant to Section 15378(b)(4) and 15273(a)(1) and (a)(2) of the State Guidelines implementing the California Environmental Quality Act of 1970.

FISCAL IMPACT

No Applicable.

ENVIRONMENTAL REVIEW

Pursuant to CEQA Guidelines Section 15378(b)(4) and 15273(a)(1) and (a)(2) this item is exempt from environmental review. CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies.

BACKGROUND

On May 28, 2024, the Los Altos City Council adopted a Development Impact Fee Nexus Study to provide a comprehensive review and support for the establishment of Impact Fees within the City.

Development Impact Fees in California are governed by the Mitigation Fee Act, which includes AB1600 and AB602.

AB1600 specifies that there needs to be reasonable relationship or “nexus” between the fees collected and the services provided. To establish nexus the following must be analyzed:

- Purpose of Fee
- Impact Relationship
- Proportionality
- Benefit Relationship
- Use of Fee Revenue

On January 1, 2022, AB602 went into effect. The bill is applicable to all impact fees adopted or implemented after the effective date. The following are the main criteria of AB602:

- Prior to adoption of any new impact fee, the Nexus Study needs to be adopted (independently) at a Public Hearing with a 30-day notice.
- Nexus Study shall demonstrate and explain the service level accomplished by the fee.
- Impact Fees shall be proportionate and calculated on a square footage basis.

Additional key provisions and changes apart of AB602:

- Impact Fee schedule and Adopted Nexus Study shall be posted online.
- Impact Fees must be collected by the time of final inspection or certificate of occupancy.
- Members of the public or developer can contest the impact fee compliance with AB602 and AB1600.
- Impact Fee Nexus Studies are **only valid for 8 years maximum.**

Program 3.D: Evaluate and adjust impact fees.

The City will evaluate applying the park in-lieu and traffic impact fees on a per square foot basis rather than per unit to encourage the development of higher densities and smaller, more affordable housing units. Based on this evaluation, the City will modify impact fees in accordance with Assembly Bill 602 (AB 602) with completion of the comprehensive fee evaluation.

Responsible Body: Development Services Department, City Council

Funding Source: General Fund

Time Frame: Initiate comprehensive fee evaluation August 2023; complete comprehensive fee evaluation and modify fees December 2024

Maximum Justifiable Fee

It is important to note that the Nexus Study, dated May 2024 establishes the *Maximum Justifiable Fee* allowed to be collected by the City of Los Altos.

The Nexus Study calculates the maximum justifiable Development Impact Fees that can be charged on new development, and therefore, the City Council may adopt reduced Development Impact Fees below the maximum justifiable amount identified within the Nexus Study if doing so effectuates a policy of the City. Additionally, although the City of Los Altos could reduce one (or more) Development Impact Fee the City cannot then in turn raise another Development Impact Fee as each Fee is independently calculated based on the associated impact. All Development Impact Fees contained within the Final Report establish the Maximum Fees allowed.

ANALYSIS

Through the course of this analysis, the project team evaluated impact fees based upon the current projected population impacts between 2024 and 2040. Based on the results, the maximum justifiable impact fees were calculated for Parks and Recreation, Police, General Government, Fire, Library, Transportation, and Commercial Linkage. As outlined in the Mitigation Fee Act, proportional costs associated with future infrastructure impacts, along with administrative overhead, were used to calculate the full cost of the impact fees presented.

It is important to note that AB602 states that residential (single-family and multi-family) should be calculated based upon proportional square footage, rather than per dwelling unit. For compliance with this regulation, all residential fees have been converted to a per square footage calculation.

RECOMMENDATION

Based on the Comprehensive Nexus Study conducted by Matrix Consulting Group, City staff proposes establishing all Development Impact Fees at the Full Cost identified for each impact fee except for the Commercial Linkage Fee. Full implementation of this recommendation does necessitate modification to existing Municipal Code chapters, which are included as a part of this recommendation.

The following table identifies the recommended Development Impact Fees:

Parks and Recreation Impact Fee	
Category	Full Cost
Single-Family	\$12.12/sqft.
Multi-Family	\$44.15/sqft.
Public Art Development Fee	
All Development	1% of Construction Cost
Public Safety Impact Fee	
Single-Family	\$0.09/sqft.
Multi-Family	\$0.34/sqft.
Commercial/Retail	\$1.22/sqft.
Office	\$1.62/sqft.
General Government Impact Fee	
Single-Family	\$0.13/sqft.
Multi-Family	\$0.48/sqft.

Commercial/Retail	\$2.14/sqft.
Office	\$2.86/sqft.
Transportation Impact Fee	
Single-Family	\$1.55/sqft.
Multi-Family	\$6.29/sqft.
Commercial/Retail	\$10.71/sqft.
Office	\$9.45/sqft.
Commercial Linkage Fee	
Commercial/Retail	\$35.10/sqft.
Office	\$12.25/sqft.

ATTACHMENTS

- 1. Draft Ordinance – Adopting Chapter 3.60**
- 2. Appendix A – Chapter 3.60 Text**
- 3. Draft Resolution – Adopting Development Impact & In-Lieu Fees**
- 4. Draft Ordinance – Repealing Chapter 3.48**
- 5. Appendix A – Chapter 3.48 Text**
- 6. Draft Ordinance – Amending Chapter 3.49**
- 7. Appendix A – Chapter 3.49 Text**

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS ADDING CHAPTER 3.60 TO TITLE 3 REVENUE AND FINANCE OF THE LOS ALTOS MUNICIPAL CODE ENACTING REGULATIONS FOR DEVELOPMENT IMPACT AND IN-LIEU FEES

WHEREAS, the mitigation Fee Act contained in Government Code Section 66000 permits the City to impose development impact fees on new development for the purposes of funding public facilities necessary to serve that new development; and

WHEREAS, the City of Los Altos has existing Development Impact Fees; and

WHEREAS, new development projects attract new residents and employees to the City, generating an increased demand for park, transportation, public safety and general government facilities; and

WHEREAS, the City of Los Altos has determined that City parks, transportation, public safety and general government facilities are reaching capacity, and that the city requires a cost-effective and efficient way of serving future residents and employees while maintain existing levels of service; and

WHEREAS, the City of Los Altos wishes to update existing Development Impact fees, and establish new Development Impact Fees in direct relationship to associated development within the City; and

WHEREAS, the City desires to adopt a Park Impact Fee on new development to fund the costs associated with increased demand for community parks and recreational facilities created by new development; and

WHEREAS, the City Council has determined additional funds are necessary for maintain and operating the City’s Public Safety Infrastructure; and

WHEREAS, the City Council desires to acquire vehicles and transportation-related equipment and improve, replace and/or construct one or more public safety facilities to serve new development in the City; and

WHEREAS, the City Council has determined that the creation of a Public Safety Impact Fee on new development within the City would provide the necessary funding for police and fire services related to new development; and

WHEREAS, the City’s General Plan and Complete Streets Master Plan calls for strategies to provide an efficient, reliable, and convenient transit system; improved bicycle routes; and a balanced street system to serve automobiles, pedestrians, bicycles, and transit; and

WHEREAS, it is appropriate for new development to pay for improvements and development to the transportation network proportionate to the demands the new development places on the City’s transportation infrastructure; and

WHEREAS, the City desires to impose a Transportation Impact Fee on new development to fund the costs associated with maintaining adequate street and transportation facilities related to new development; and

WHEREAS, the City Council has determined additional funds are necessary for maintain and operating the City’s General Government Infrastructure related to Municipal Operations; and

WHEREAS, the City Council desires to replace and/or construct new municipal facilities to serve new development in the City; and

WHEREAS, the City Council has determined that the creation of a General Government Impact Fee on new development within the City would provide the necessary funding for municipal operations related to new development; and

WHEREAS, the City Council has determined the physical development or funding of public art within the community is necessary; and

WHEREAS, the City Council has determined that the creation of a Public Art Development Fee on new development within the City would provide the necessary funding for public art within the community related to new development; and

WHEREAS, the City Council has determined funds are necessary for mitigating the impacts associated with non-residential development with the City; and

WHEREAS, the City Council has determined that the creation of a Commercial Linkage Fee on new development within the City would provide the necessary funding for the creation of affordable housing related to new development; and

WHEREAS, the City Council has determined funding the creation of affordable housing is necessary to further the City’s Housing related goals; and

WHEREAS, the City Council has determined that the creation of an Affordable Housing Fee on new development within the City in-lieu of construction of affordable units onsite would provide the necessary alternatives in helping to construct more housing within the City; and

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

WHEREAS, Program 2.B of the Housing Element calls for the establishment of an affordable housing in-lieu fee; and

WHEREAS, Program 2.B of the Housing Element requires the City of Los Altos to conduct a feasibility analysis to support the establishment of an affordable housing in-lieu fee for residential development; and

WHEREAS, Program 2.B of the Housing Element requires the City of Los Altos to adopt an affordable housing in-lieu fee based on the feasibility study prepared; and

WHEREAS, on January 23, 2024, the City Council adopted an Inclusionary Housing In-Lieu Fee based on the results of the Inclusionary Housing Economic Feasibility Study completed by Bae Urban Economics; and

WHEREAS, Program 3.D of the Housing Element calls for the City of Los Altos to Evaluate and Adjust Impact Fees; and

WHEREAS, Program 3.D of the Housing Element expressly requires the modification of Development Impact Fees to be charged on a per square foot basis rather than per unit to encourage the development of higher densities and smaller, more affordable housing units; and

WHEREAS, Program 3.D of the Housing Element expressly requires the modification of Development Impact Fees to be completed no later than December 2024; and

WHEREAS, Government Code Section 66016 requires the City of Los Altos adopt a Nexus Study to support modifications to existing Development Impact Fees, and the establishment of new Development Impact Fees; and

WHEREAS, consultant Matrix Consulting Group, and subconsultants DKS Associates, and Strategic Economics on behalf of the City of Los Altos prepared the Development Impact Fee Nexus Study dated May 2024 (the “Nexus Study”); and

WHEREAS, the Nexus Study substantiates a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, there is a reasonable relationship between the Development Impact Fees and the development projects on which the Fees will be imposed because the Fees will only fund costs necessitated by each new development; and

WHEREAS, the Development Impact Fees will not exceed the estimated reasonable cost of providing the land and facilities for which the Fees are imposed; and

WHEREAS, the Development Impact Fees will not be levied, collected, or imposed for general revenue purposes, but are levied specifically to fund facilities of the types set forth in the Nexus Study; and

WHEREAS, the Nexus Study establishes proposed amounts and provides an evaluation of the need for new Development Impact Fees and establishes the nexus between the imposition of the new Fees and the estimated reasonable costs of providing the services for which the Fees are charged; and

WHEREAS, the Nexus Study identifies the City’s existing level of parks, transportation, public safety and general government services, identifies the level of service, and includes an explanation of why the level of service is appropriate; and

WHEREAS, the Nexus Study includes information that supports the City’s actions, as required by Government Code Section 66001(a); and

WHEREAS, the Nexus Study calculates the maximum justifiable Development Impact Fees that can be charged on new development, and therefore, the City Council may adopt reduced Development Impact Fees below the maximum justifiable amount identified within the Nexus Study if doing so effectuates a policy of the City; and

WHEREAS, on May 28, 2024, the City Council adopted a Nexus Study for Development Impact Fees in Compliance with Assembly Bill 602 (AB602) following a thirty-day public notice and review period; and

WHEREAS, the amendments were processed in accordance with the applicable provisions of the California Government Code and the Los Altos Municipal Code; and

WHEREAS, the City Council held a duly noticed public hearing on June 11, 2024, and June 25, 2024; and

WHEREAS, this Ordinance is exempt from environmental review pursuant to Section 15378(b)(4) and 15273(a)(1) and (a)(2) of the State Guidelines implementing the California Environmental Quality Act of 1970, as amended; and

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

SECTION 1. AMENDMENT OF TITLE 3 OF THE MUNICIPAL CODE. Chapter 3.60 is hereby added to the Los Altos Municipal Code as set forth in Appendix A to this Ordinance, underline indicates addition, strikethrough indicates deletion.

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 sixty-first day following the adoption hereof.

The foregoing Ordinance was duly and properly introduced at a regular meeting of the City Council of the City of Los Altos held on June 11, 2024, and was thereafter, at a regular meeting held on June 25, 2024, passed and adopted by the following vote:

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

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman MMC, City Clerk

**APPENDIX A
AMENDMENTS TO CHAPTER 3.60**

APPENDIX A

Chapter 3.60 DEVELOPMENT IMPACT AND IN-LIEU FEES

3.60.010 Purpose.

Development Impact and In-Lieu Fees are fees imposed on specific development projects to defray the cost of new or additional public facilities that are needed to serve those developments. Common types of impact and in-lieu fees include traffic mitigation, multi-modal transportation facilities fees, park facilities fees, sewer facilities fees, library facilities fees, public art fees, public safety facilities fees, general government facilities fees, and commercial linkage fees. For purposes of this chapter the term “fee” shall be used to refer to any such development impact or in-lieu fee, regardless of how denominated elsewhere in this code.

3.60.015 Applicability.

- A. This Chapter applies to any development impact and in-lieu fee payment imposed under any provision of this code.
- B. The following fees are hereby established and shall be imposed as a condition of the approval of, or permit for, any development, whether residential or nonresidential, except as otherwise exempted by this chapter:
 - i. A fee, known as a “Park Impact Fee,” to fund acquisition of land and improvements for parks within the City of Los Altos, in an amount as set forth in the municipal fee schedule.
 - ii. A fee, known as a “Transportation Impact Fee,” to expand the citywide multimodal transportation network to accommodate increased demand from new development within the City of Los Altos, in an amount as set forth in the municipal fee schedule.
 - iii. A fee, known as a “Public Safety Impact Fee,” to upgrade existing Police and Fire stations, relocate, and reconstruct existing stations, as well as replace outdated public safety equipment within the City of Los Altos, in an amount as set forth in the municipal fee schedule.
 - iv. A fee, known as a “General Government Impact Fee,” to upgrade existing City Hall, Public Works Facilities, Library Branches and City equipment within the City of Los Altos, in an amount as set forth in the municipal fee schedule.
 - v. A fee, known as a “Public Art Development Fee,” to either place public art on private property or contribute to the public art fund within the City of Los Altos, in an amount as set forth in the municipal fee schedule and implementing ordinance.
 - vi. A fee, known as a “Commercial Linkage Fee,” to impose a fee on new development for its impact on creating the need for affordable housing in the community within the City of Los Altos, in an amount as set forth in the municipal fee schedule.
 - vii. A fee, known as a “Affordable Housing Fee,” to either construct inclusionary housing units onsite as a part of new development or contribute to the affordable housing fund within the City of Los Altos, in an amount as set forth in the municipal fee schedule.

3.60.020 Exemptions.

The provision of this chapter shall not apply to the following:

- A. Any city-owned buildings, structures or parcels;
- B. Public school buildings or structures for the use of education facilities;
- C. Residential housing units, either for sale or rental, which, by recordable means, is permanently obligated to be 100% affordable;
- D. Accessory dwelling units (ADU) less than 750 square feet in size. Any impact fees to be charged for an accessory dwelling unit of 750 square feet or more shall be proportional to the square footage of the primary dwelling unit;

- E. Junior accessory dwelling units (JADU).

3.60.025 Establishment of Fees.

The establishment of any fee shall be supported by an adopted Nexus Study consistent with all provisions of the Mitigation Fee Act. To establish a nexus between new development and the need for new facilities or infrastructure each fee shall determine the following the purpose of the fee, impact relationship, proportionality, benefit relationship and the use of fee revenue.

3.60.030 Annual Adoption of Fees.

All fees shall be adopted annually during the City of Los Altos annual budget process unless modification of fees prior is necessary to meet the intent or legal requirement of the fee.

3.60.035 Creation of Separate Fund Accounts.

The Finance Director is hereby directed to establish and maintain the following funds, into which all fees of each type described in this chapter, and any interest thereon, shall be deposited. Each fund shall be maintained as a separate account in a manner to avoid any commingling of the fees with other revenues, funds or accounts of the city. The separate funds established by this Chapter are:

- A. Park Development Fund;
- B. Transportation Improvement Fund;
- C. Public Safety Fund;
- D. General Government Fund;
- E. Public Art Development Fund;
- F. Affordable Housing Fund.

3.60.040 Payment of Fees.

A fee shall be paid on or before the issuance of the first building permit for the project. For a phased project, payments may be made for each portion of a phased project prior to issuance of the first building permit for that phase. If there is no building permit for the project, the fee shall be paid upon issuance of the first city permit or other approval. If no city permit(s) or other approval is required, and the obligation to pay the fee is triggered by a change in use, payment of the fee must be made before the change in use occurs.

3.60.045 Deferred Payment of Fees.

For housing developments only as defined by the Housing Accountability Act (HAA), payment of a development impact fee (excluding any in-lieu fee) may be deferred to the date of final building inspection approval of the development, provided the owner of the real property for which the fees are required enters into a recordable agreement with the city prior to issuance of the building permit for the development, which from the date of recordation, shall constitute a lien on the property and shall be enforceable against successors in interest to the property owner. The agreement shall provide that final occupancy approval shall not be given until the fees are paid. The Development Services Director or their designee may execute the agreement on behalf of the city in a form acceptable to the city attorney.

3.60.050 Calculation of Fees.

A fee shall be payable at the rate specified in the City Council adopted municipal fee schedule. When the Calculation of Fees is determined based upon a square footage basis for a housing development the fee shall take into account only habitable square footage as defined by the California Building Code.

3.60.055 Credit of Existing Habitable Square Footage.

Credit of existing habitable square footage shall only be given for existing square footage that is known and provided on the latest County of Santa Clara Assessors Office Tax Roll. No credit shall be provided for non-habitable square footage. Any proposed development shall pay the net new habitable square footage above the existing assessed square footage.

3.60.060 Notice of Protest Rights.

- A. Each applicant is hereby notified that, in order to protest the imposition of any impact fee required by this chapter, the protest must be filed in accordance with the requirements of this chapter and the Mitigation Fee Act. Failure of any person to comply with the protest requirements of this chapter or the Mitigation Fee Act shall bar that person from any action or proceeding or any defense of invalidity or unreasonableness of the imposition.
- B. On or before the date on which payment of the fee is due, the applicant shall pay the full amount required by the city and serve a written notice to the Development Services Director with all of the following information:
 - 1. a statement that the required payment is tendered, or will be tendered when due, under protest; and
 - 2. a statement informing the city of the factual elements of the dispute and the legal theory forming the basis for the protest.
 - 3. The applicant shall bear the burden of proving, to the satisfaction of the director, entitlement to a fee adjustment.

3.60.065 Informal Hearing.

- A. The director shall schedule an informal hearing regarding the protest, to be held no later than sixty days after the imposition of the impact fees upon the development project, and with at least ten days' prior notice to the applicant (unless either date are otherwise agreed by the director and the applicant).
- B. During the informal hearing, the director shall consider the applicant's protest, relevant evidence assembled as a result of the protest, and any additional relevant evidence provided during the informal hearing by the applicant and the city. The director shall provide an opportunity for the applicant to present additional evidence at the hearing in support of the protest.
- C. The director shall issue a written determination regarding the protest. The director's determination shall support the fee imposed upon the development project unless the applicant establishes, to the satisfaction of the director, entitlement to an adjustment to the fee.
- D. The director may elect to appoint a designee to hear and decide a protest under this section.

3.60.070 Appeal of Director Determination.

- A. Any applicant who desires to appeal a determination issued by the director shall submit a written appeal to the director and the city manager. A complete written appeal shall include a complete description of the factual elements of the dispute and the legal theory forming the basis for the appeal of the director's determination. An appeal received by the city manager more than ten calendar days after the director's determination may be rejected as late. Upon receipt of a complete and timely appeal, the city manager shall appoint an independent hearing officer to consider and rule on the appeal.
- B. The independent hearing officer shall, in coordination with the applicant and the director, set the time and place for the appeal hearing, and provide written notice thereof. The independent hearing officer shall consider relevant evidence, provide an opportunity for the applicant and the city to present additional noncumulative evidence at the hearing, and preserve the complete administrative record of the proceeding.
- C. Within thirty days after the independent hearing officer closes the hearing and receives post-hearing briefs (if any), the independent hearing officer shall issue a written decision on the appeal hearing which shall include a statement of findings of fact in support of the decision. The independent hearing officer's discretion shall be limited to a determination that either supports the director's determination or orders the city to refund all or a portion of the impact fees to the applicant. The applicant shall bear the burden of proving entitlement to a fee adjustment. The decision of the hearing officer is final and conclusive and is subject to judicial review.

3.60.075 Cost of Appeal/Protest.

The applicant shall pay all city costs related to any protest or appeal pursuant to this chapter, in accordance with the fee schedule adopted by the city. At the time of the applicant's protest, and at the time of the applicant's appeal, the applicant shall pay a deposit in an amount established by the city to cover the estimated reasonable cost of processing the protest and appeal. If the deposit is not adequate to cover all the city costs, the applicant shall pay the difference within twenty days after receipt of written notice from the director.

3.60.080 Administration.

The city manager or their designee is authorized to adopt administrative regulations or guidelines that are consistent with and that further the terms and requirements set forth in this code. All such administrative regulations or guidelines must be in writing. Such regulations or guidelines may interpret any provision of this chapter, as well as any provision of this code relating to the calculation of a fee.

3.60.085 Annual Adjustments.

Annual adjustments will provide the ability to increase any fee covered by this chapter based upon the Construction Code Index (CCI). Annual increase based upon CCI shall only be allowed for eight (8) years post adoption of the Nexus Study. The City of Los Altos shall reevaluate its development impact and in-lieu fees no later than every eight (8) years.

3.60.090 Annual Reporting.

Pursuant to Government Code Section 66006 within 180-days of the close of the fiscal year, the City of Los Altos must make available to the public detailed information regarding impact fees. The annual reporting required as a part of this chapter must be submitted and reviewed by the City Council within 15 days of being posted publicly. The detailed information shall include but is not limited to:

1. Impact Fee Description and Fund Number;
2. Impact Fee Amount;
3. Beginning and Ending balance of the account or fund;
4. Amount of the fees collected in the fiscal year and the total interest earned;
5. Identification of project(s) one which the funds are being earmarked for;
6. Identification of the approximate date on which the projects would commence;
7. Identification of any interfund loans or transfers related to capital projects, and the amount of the transfer;
8. Amount of any refunds or allocations made on behalf of the impact fee funds.

3.60.095 Severability.

If any portion of this chapter is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, that decision will not affect the validity of the remaining portions of this code. The city council declares that this chapter and each portion would have been adopted without regard to whether any portion of this chapter would be later declared invalid, unconstitutional, or unenforceable.

RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ADOPTING DEVELOPMENT IMPACT AND IN-LIEU FEES BASED ON THE
ADOPTED NEXUS STUDY**

WHEREAS, the Los Altos Municipal Code specifies that certain fees and charges shall be set by Resolution of the City Council; and

WHEREAS, the mitigation Fee Act contained in Government Code Section 66000 permits the City to impose development impact fees on new development for the purposes of funding public facilities necessary to serve that new development; and

WHEREAS, the City of Los Altos has existing Development Impact Fees; and

WHEREAS, new development projects attract new residents and employees to the City, generating an increased demand for park, transportation, public safety and general government facilities; and

WHEREAS, the City of Los Altos has determined that City parks, transportation, public safety and general government facilities are reaching capacity, and that the city requires a cost-effective and efficient way of serving future residents and employees while maintain existing levels of service; and

WHEREAS, the City of Los Altos wishes to update existing Development Impact fees, and establish new Development Impact Fees in direct relationship to associated development within the City; and

WHEREAS, the City desires to adopt a Park Impact Fee on new development to fund the costs associated with increased demand for community parks and recreational facilities created by new development; and

WHEREAS, the City Council has determined additional funds are necessary for maintain and operating the City’s Public Safety Infrastructure; and

WHEREAS, the City Council desires to acquire vehicles and transportation-related equipment and improve, replace and/or construct one or more public safety facilities to serve new development in the City; and

WHEREAS, the City Council has determined that the creation of a Public Safety Impact Fee on new development within the City would provide the necessary funding for police and fire services related to new development; and

WHEREAS, the City’s General Plan and Complete Streets Master Plan calls for strategies to provide an efficient, reliable, and convenient transit system; improved bicycle routes; and a balanced street system to serve automobiles, pedestrians, bicycles, and transit; and

WHEREAS, it is appropriate for new development to pay for improvements and development to the transportation network proportionate to the demands the new development places on the City’s transportation infrastructure; and

WHEREAS, the City desires to impose a Transportation Impact Fee on new development to fund the costs associated with maintaining adequate street and transportation facilities related to new development; and

WHEREAS, the City Council has determined additional funds are necessary for maintain and operating the City’s General Government Infrastructure related to Municipal Operations; and

WHEREAS, the City Council desires to replace and/or construct new municipal facilities to serve new development in the City; and

WHEREAS, the City Council has determined that the creation of a General Government Impact Fee on new development within the City would provide the necessary funding for municipal operations related to new development; and

WHEREAS, the City Council has determined the physical development or funding of public art within the community is necessary; and

WHEREAS, the City Council has determined that the creation of a Public Art Development Fee on new development within the City would provide the necessary funding for public art within the community related to new development; and

WHEREAS, the City Council has determined funds are necessary for mitigating the impacts associated with non-residential development with the City; and

WHEREAS, the City Council has determined that the creation of a Commercial Linkage Fee on new development within the City would provide the necessary funding for the creation of affordable housing related to new development; and

WHEREAS, the City Council has determined funding the creation of affordable housing is necessary to further the City’s Housing related goals; and

WHEREAS, the City Council has determined that the creation of an Affordable Housing Fee on new development within the City in-lieu of construction of affordable units onsite would provide the necessary alternatives in helping to construct more housing within the City; and

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

WHEREAS, Program 2.B of the Housing Element calls for the establishment of an affordable housing in-lieu fee; and

WHEREAS, Program 2.B of the Housing Element requires the City of Los Altos to conduct a feasibility analysis to support the establishment of an affordable housing in-lieu fee for residential development; and

WHEREAS, Program 2.B of the Housing Element requires the City of Los Altos to adopt an affordable housing in-lieu fee based on the feasibility study prepared; and

WHEREAS, on January 23, 2024, the City Council adopted an Inclusionary Housing In-Lieu Fee based on the results of the Inclusionary Housing Economic Feasibility Study completed by Bae Urban Economics; and

WHEREAS, Program 3.D of the Housing Element calls for the City of Los Altos to Evaluate and Adjust Impact Fees; and

WHEREAS, Program 3.D of the Housing Element expressly requires the modification of Development Impact Fees to be charged on a per square foot basis rather than per unit to encourage the development of higher densities and smaller, more affordable housing units; and

WHEREAS, Program 3.D of the Housing Element expressly requires the modification of Development Impact Fees to be completed no later than December 2024; and

WHEREAS, Government Code Section 66016 requires the City of Los Altos adopt a Nexus Study to support modifications to existing Development Impact Fees, and the establishment of new Development Impact Fees; and

WHEREAS, consultant Matrix Consulting Group, and subconsultants DKS Associates, and Strategic Economics on behalf of the City of Los Altos prepared the Development Impact Fee Nexus Study dated May 2024 (the “Nexus Study”); and

WHEREAS, the Nexus Study substantiates a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, there is a reasonable relationship between the Development Impact Fees and the development projects on which the Fees will be imposed because the Fees will only fund costs necessitated by each new development; and

WHEREAS, the Development Impact Fees will not exceed the estimated reasonable cost of providing the land and facilities for which the Fees are imposed; and

WHEREAS, the Development Impact Fees will not be levied, collected, or imposed for general revenue purposes, but are levied specifically to fund facilities of the types set forth in the Nexus Study; and

WHEREAS, the Nexus Study establishes proposed amounts and provides an evaluation of the need for new Development Impact Fees and establishes the nexus between the imposition of the new Fees and the estimated reasonable costs of providing the services for which the Fees are charged; and

WHEREAS, the Nexus Study identifies the City’s existing level of parks, transportation, public safety and general government services, identifies the level of service, and includes an explanation of why the level of service is appropriate; and

WHEREAS, the Nexus Study includes information that supports the City’s actions, as required by Government Code Section 66001(a); and

WHEREAS, the Nexus Study calculates the maximum justifiable Development Impact Fees that can be charged on new development, and therefore, the City Council may adopt reduced Development Impact Fees below the maximum justifiable amount identified within the Nexus Study if doing so effectuates a policy of the City; and

WHEREAS, on May 28, 2024, the City Council adopted a Nexus Study for Development Impact Fees in Compliance with Assembly Bill 602 (AB602) following a thirty-day public notice and review period; and

WHEREAS, the amendments were processed in accordance with the applicable provisions of the California Government Code and the Los Altos Municipal Code; and

WHEREAS, the City Council held a duly noticed public hearing on June 11, 2024; and

WHEREAS, this Ordinance is exempt from environmental review pursuant to Section 15378(b)(4) and 15273(a)(1) and (a)(2) of the State Guidelines implementing the California Environmental Quality Act of 1970, as amended; and

NOW THEREFORE, that the City Council of the City of Los Altos hereby adopts the following development impact and in-lieu fees:

Parks and Recreation Impact Fee	
Category	Full Cost
Single-Family	\$12.12/sqft.
Multi-Family	\$44.15/sqft.
Public Art Development Fee	
All Development	1% of Construction Cost
Public Safety Impact Fee	
Single-Family	\$0.09/sqft.
Multi-Family	\$0.34/sqft.
Commercial/Retail	\$1.22/sqft.
Office	\$1.62/sqft.
General Government Impact Fee	
Single-Family	\$0.13/sqft.
Multi-Family	\$0.48/sqft.
Commercial/Retail	\$2.14/sqft.
Office	\$2.86/sqft.
Transportation Impact Fee	
Single-Family	\$1.55/sqft.
Multi-Family	\$6.29/sqft.
Commercial/Retail	\$10.71/sqft.
Office	\$9.45/sqft.
Commercial Linkage Fee	
Commercial/Retail	\$35.10/sqft.
Office	\$12.25/sqft.

BE IT FURTHER RESOLVED that the resolution shall be effective upon the commencement of the sixty-first day post adoption and shall remain in effect until a new Resolution amending the same is adopted by the City Council.

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 11th day of June 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman, CITY CLERK

ORDINANCE NO. 2024-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
REPEALING IN ITS ENTIRETY THE TRAFFIC IMPACT FEE ORDINANCE,
CHAPTER 3.48 OF THE LOS ALTOS MUNICIPAL CODE**

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

WHEREAS, the City Council repeals in its entirety the Traffic Impact Fee Ordinance, Chapter 3.48 of the Los Altos Municipal Code; and

WHEREAS, this Ordinance is exempt from environmental review pursuant to Section 15378(b)(4) and 15273(a)(1) and 15273(a)(2) of the State Guidelines implementing the California Environmental Quality Act of 1970, as amended; and

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

SECTION 1. AMENDMENT OF CHAPTER 3.48 OF THE MUNICIPAL CODE. Chapter 3.48 of the Los Altos Municipal Code is hereby amended as set forth in Appendix A to this Ordinance, underline indicating addition, and strikethrough indicating deletion.

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

SECTION 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 sixty-first day following the adoption hereof.

The foregoing Ordinance was duly and properly introduced at a regular meeting of the City Council of the City of Los Altos held on __, 2024, and was thereafter, at a regular meeting held on __, 2024, passed and adopted by the following vote:

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

Jonathan D. Weinberg, MAYOR

**APPENDIX A
AMENDMENTS TO CHAPTER 3.48**

APPENDIX A

Title 3 - REVENUE AND FINANCE
Chapter 3.48 ~~RESERVED TRAFFIC IMPACT FEE~~

Chapter 3.48 ~~RESERVED TRAFFIC IMPACT FEE~~

Sections:

~~3.48.010 RESERVED FOR FUTURE USE -Authority-~~

~~This chapter is enacted pursuant to Sections 66000 through 66008 of the California Government Code. The fees established are based on an analysis of potential future growth and its impact on the city's transportation system as identified in the 2005 city of Los Altos traffic impact fee program report, herein referred to as the traffic impact fee report.~~

~~(Ord. 05-286 § 1 (part))~~

~~3.48.020 Application-~~

~~This chapter applies to fees charged as a condition of development approval to defray the cost of certain transportation improvements required to serve new development within the city. This chapter does not replace other subdivision map exactions or other measures required to mitigate site-specific impacts of a development project including, but not limited to, mitigations pursuant to the California Environmental Quality Act, regulatory and processing fees, fees required pursuant to a development agreement, or assessment district proceedings, benefit assessments, or taxes.~~

~~(Ord. 05-286 § 1 (part))~~

~~3.48.030 Intent and purpose-~~

- ~~A. Adequate transportation improvements are needed to protect the health, safety, and general welfare of the citizens, to facilitate transportation, and to promote economic well-being within the city. Transportation improvements are provided for residents, businesses, and employees within the city. Individual traffic improvements are part of an integrated transportation system serving and providing benefits to the entire city. New development within the city will create an additional burden on the existing street system. Improvements to the existing street system in the city are needed both to mitigate the cumulative impacts of new development and to accommodate future development by maintaining the appropriate level of service on streets and intersections, or providing offsetting sidewalk and bicycle improvements to meet the goals and policies of the city's general plan and the county of Santa Clara's congestion management program requirements.~~
- ~~B. All types of development require and use the street system. There are no adequate public funds available to maintain designated levels of service at all intersections in the city. In order to ensure that the appropriate level of service is maintained and to promote the health, safety, and general welfare of the community, it is necessary that new development pay a fee representing its share of costs of the necessary improvements. The traffic impact fee is based upon the evidence that new development generates additional residents, employees, and structures, which in turn place an additional cumulative burden upon the local street system, and should be expected to pay a share of the new facilities.~~
- ~~C. The purpose of this fee is to help provide adequate transportation-related improvements to serve cumulative development within the city. However, the fee does not replace the need for all site-specific~~

traffic improvements that may be needed to mitigate the impact of specific projects upon the city's street system. The transportation improvements for which the fee will be used are identified in the city's capital improvement program and/or in the traffic impact fee report in effect at the time this chapter is enacted or as subsequently amended.

(Ord. 05-286 § 1 (part))

3.48.040 Fee requirement.

- A. ~~A traffic impact fee is hereby imposed on new development which generates traffic and meets the requirements of this section. The amount of the fee shall be established periodically by the city council. The fee shall be based on the percentage of the cost of the new improvements attributable to new development as determined in the traffic impact fee program report in effect at the time this chapter is enacted or as subsequently amended.~~
- B. ~~The fee shall be applicable to development projects throughout the city as follows:
 - 1. ~~Single-family housing—per residential unit;~~
 - 2. ~~Multiple-family housing—per residential unit;~~
 - 3. ~~Senior housing—per residential unit;~~
 - 4. ~~Commercial—per one thousand (1,000) gross square feet;~~
 - 5. ~~Office—per one thousand (1,000) gross square feet.~~~~
- C. ~~Residential units and nonresidential uses shall only be charged for net increases. No fee shall be charged for the remodeling, restoration or replacement of an existing residential unit or the remodeling, restoration or replacement of existing gross floor area for a nonresidential use.~~
- D. ~~When a multiple-family or senior housing project replaces a nonresidential project the traffic impact fee shall either be the unit cost for every one thousand (1,000) square feet of net new building area, or the unit cost for the total number of residential units, whichever is less.~~
- E. ~~The city engineer shall determine the appropriate traffic impact fee for projects that do not fall into one of the categories defined herein based on the number of additional p.m. peak hour trips the project generates in excess of any current p.m. peak hour trips generated by current site uses, as indicated in the most current edition of the Institute of Transportation Engineers Trip Generation Manual and based on the traffic impact fee program report in effect at the time this chapter is enacted or as subsequently amended. Any determination made by the city engineer pursuant to this subsection may be appealed to the city council.~~

(Ord. 08-325 § 1; Ord. 05-286 § 1 (part))

3.48.050 Fee adjustment.

- A. ~~The traffic impact fee shall be adjusted automatically each July 1st by the increase or decrease in the Engineering News Record Construction Cost Index for the San Francisco Bay Area for the period ending December 31st of the preceding calendar year.~~
- B. ~~In addition to the automatic adjustment of subsection A of this section, the city council may periodically adjust the traffic impact fee to reflect revisions in the transportation improvement projects, increases in land values or other factors.~~

(Ord. 08-325 § 2; Ord. 05-286 § 1 (part))

3.48.060 Fee payment.

The fee shall be paid in full to the city before any building permit is issued or any final subdivision map is recorded, whichever is applicable or occurs first.

(Ord. 05-286 § 1 (part))

3.48.070 Authority for additional mitigation.

Fees collected pursuant to this chapter are not intended to replace or limit requirements to provide mitigation of traffic impacts not mitigated by the fee, created by a specific project, and imposed upon development projects as part of the development review process.

(Ord. 05-286 § 1 (part))

3.48.080 Exemptions.

Public park facilities, city buildings, and those government facilities entitled to an exemption under law are exempt from the traffic impact fee.

(Ord. 05-286 § 1 (part))

3.48.090 Fee credit.

The city engineer may adjust the fee imposed pursuant to this chapter in consideration for certain on-site and off-site facilities or improvements constructed or paid for by the developer. In determining an adjustment, the director shall consider a credit for the value of improvements if the improvements are identified in the city's capital improvement program and/or the traffic impact fee report in effect at the time this chapter is enacted or as subsequently amended. Credit shall not be given for subdivision map exactions or other measures required to mitigate site-specific impacts of a development project.

(Ord. 05-286 § 1 (part))

3.48.100 Accumulation and use of funds.

- A. The city shall deposit the fees collected under this chapter in a special fund designated solely for transportation improvements.
- B. The fees and interest earned on accumulated funds shall be used only to:
 - 1. Complete the traffic improvement projects specified in the city's capital improvement program and/or the traffic impact fee report in effect at the time this chapter is enacted or as subsequently amended; or
 - 2. Pay costs required for the administration of this chapter.

(Ord. 05-286 § 1 (part))

3.48.110 Periodic review.

The fee authorized by this chapter, and as established by the traffic impact fee report, shall be reviewed every five years in order to make findings required by the California Government Code.

(Ord. 05-286 § 1 (part))

ORDINANCE NO. 2024-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
AMENDING CHAPTER 3.49 OF TITLE 3 REVENUE AND FINANCE OF THE LOS
ALTOS MUNICIPAL CODE FOR AFFORDABLE HOUSING FEES**

WHEREAS, the amendments was processed in accordance with the applicable provisions of the California Government Code and the Los Altos Municipal Code; and

WHEREAS, the City Council held a duly noticed public meeting on June 11, 2024, and June 25, 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; and

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

SECTION 1. AMENDMENT OF TITLE 3 OF THE MUNICIPAL CODE. Chapter 3.49 is hereby amended 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 sixty-first day following the adoption hereof.

The foregoing Ordinance was duly and properly introduced at a regular meeting of the City Council of the City of Los Altos held on June 11, 2024, and was thereafter, at a regular meeting held on June 25, 2024, passed and adopted by the following vote:

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

Jonathan D. Weinberg, MAYOR

Attest:

Melissa Thurman MMC, City Clerk

**APPENDIX A
AMENDMENTS TO CHAPTER 3.49**

APPENDIX A

Title 3 - REVENUE AND FINANCE
Chapter 3.4962 AFFORDABLE HOUSING IMPACT FEES

Chapter ~~3.49~~ 3.62 AFFORDABLE HOUSING IMPACT FEES

3.4962.010 Purpose.

This chapter requires the payment of housing impact fees for the impact of residential and non-residential development on the need for affordable housing in the City of Los Altos and to implement the housing element of the city's general plan and California Government Code Section 65583(c), which expresses the state housing policy that requires cities to assist in the development of adequate housing to meet the needs of lower income households.

3.4962.020 Affordable Housing Fund. ~~Housing mitigation fund.~~

All ~~housing~~ impact fees associated with the creation or retention of affordable housing shall be placed in the city's affordable housing ~~mitigation~~ fund and used to support the development and retention of affordable housing within the city ~~and the region~~.

3.4962.030 Applicability.

- A. New Construction. Projects that include, single-family parcels, new market rate multiple-family dwelling ownership units, new market rate rental housing units and non-residential construction shall be subject to the affordable housing ~~impact~~ fees required in this chapter. Payment of the affordable housing ~~impact~~ fees shall be a condition of approval for all development projects subject to this chapter.
- B. Pipeline Projects. The following development projects shall be exempt from payment of the affordable housing ~~impact~~ fees required in this chapter:
 - 1. Projects for which a development application pursuant to this title has been filed and deemed complete by July 13, 2018; and
 - 2. Projects that have received final approval pursuant to this title by July 13, 2018, and which are subsequently the subject of a pending application for modifications to the approved plans or permit, except that any increase in floor area from the amount already approved shall be subject to the housing impact fees required by this chapter.

3.4962.040 Affordable Housing ~~impact~~ fFee.

- A. Adoption of Affordable Housing ~~Impact~~ Fees. Affordable Housing ~~impact~~ fees amounts for each applicable use shall be established by city council resolution, which may be amended from time to time by council. The fee amounts shall be adjusted annually based on the provisions set forth in Chapter 3.60 of the Los Altos Municipal Code. ~~on the Consumer Price Index for all urban consumers for the San Francisco-Oakland-San Jose area unless otherwise modified by council. Such fees shall not exceed the cost of mitigating the impact of developments on the need for housing for lower income households in the city.~~
- B. Timing of Payment. Housing impact ~~f~~ees shall be paid in accordance with the provisions set forth in Chapter 3.60 of the Los Altos Municipal Code. ~~prior to issuance of the first building permit for the project. A developer may pay all or a portion of the fee owed at any time prior to issuance of the building permit, at the rate in effect at the time payment is made. For phased projects, the amount due shall be paid on a pro rata basis across the entire square footage of the approved development, and each portion shall be paid prior to the issuance of any building permit for each phase.~~

3.4962.050 Affordable Housing ~~impact~~ Fees for residential ownership development.

- A. Applicability. Affordable housing ~~impact~~ fees shall be imposed on all new residential ownership developments that result in a net increase of one unit or more, excluding accessory dwelling units, regardless of zoning designation of the project site, unless the applicant elects to provide one of the alternatives listed in subsection (D).
- B. Calculation of Fee. The amount of the fee, as further described in the fee resolution, is imposed on a per square foot basis for new gross habitable floor area commensurate with the building type (e.g., townhome or condominium). The following formula shall be used in calculating the required affordable housing ~~impact~~ fee for new residential housing developments: (New gross habitable square foot area of all units) minus (existing gross habitable square foot area of all units) multiplied by (per square foot fee) equals (total affordable housing ~~impact~~ fee).
- C. Gross habitable Square Foot Area. Gross habitable square foot area means the total living area of each dwelling unit within a project measured to the outside of the exterior walls and does not include areas outside of the dwelling units such as common areas, corridors, parking facilities, outside storage lockers and shared laundry facilities.
- D. Alternatives in-Lieu of an Affordable Housing ~~Impact~~ Fee. As an alternative to paying the affordable housing ~~impact~~ fee for residential ownership developments, a developer may request to provide affordable ownership units on the project site, dedicate land for affordable housing, or provide affordable units off-site, as detailed in this section.
 - 1. On-site units. A developer may request to mitigate the housing impacts through construction of affordable residential ownership units on the subject development site consistent with the requirements outlined in Chapter 14.28. However, payment of the in-lieu ~~impact~~ fee does not preclude a developer from meeting the inclusionary housing requirements specified in Chapter 14.28.
 - 2. Off-site units or dedication of land. As an additional alternative, a developer may request to designate affordable units in an off-site location or dedicate land for the construction of affordable units within the Los Altos City Limits. The city priority shall be for a location that is accessible to public transit. Any off-site units shall be either new or renovated to near-new conditions. Such requests shall be granted in the sole discretion of the city council if the city council determines that the proposed alternative will mitigate the impact of the project on the need for affordable housing. When off-site units or dedication of land is proposed as an alternative to on-site construction of affordable units, the developer shall demonstrate how the alternative will Affirmatively Further Fair Housing (AFFH).
 - 3. In calculating the number of required affordable units either on-site or off-site, any fraction of a whole unit shall be satisfied by either developing one additional affordable unit or by paying the remaining fee amount as further described in the fee resolution.
 - 4. All affordable units developed either on-site or off-site shall be subject to the city's standard affordable housing agreement and deed restriction.
 - 5. The applicant must enter into an affordable housing developer agreement with the city to be recorded against the property prior to recordation of a final or parcel map or issuance of any building permit, acknowledging that the affordable units or land dedication are provided in consideration for a direct financial contribution from the city in the form of a waiver of the affordable housing ~~impact~~ fee.
 - 6. The city council may approve this request if the proposed alternative forms of affordable housing opportunities in the city are equal to or greater than the payment of the affordable housing fee.
- ~~E. The city council may approve this request if the proposed alternative forms of affordable housing opportunities in the city are equal to or greater than the payment of the housing impact fee.~~

3.4962.060 Affordable Housing ~~impact~~ Fees for multiple-family residential rental development.

- A. Applicability. Affordable housing ~~impact~~ fee shall be imposed on all new residential rental developments that result in a net increase of one unit or more, excluding accessory dwelling units, regardless of zoning designation of the project site, unless the applicant elects to provide one of the alternatives listed in subsection (D). For purposes of this section, new market-rate rental housing developments shall include developments that have recorded a condominium map, but the developer intends to initially rent the units.
- B. Calculation of Fee. The amount of the fee, as further described in the fee resolution, is imposed on a per square foot basis for new gross habitable floor area commensurate with the building type (e.g., townhome or condominium). The following formula below shall be used in calculating the required affordable housing ~~impact~~ fee for new residential rental housing developments: (New gross habitable square foot area of all units) minus (existing gross habitable square foot area of all units) multiplied by (per square foot fee) equals (total affordable housing ~~impact~~ fee).
- C. Gross habitable Square Foot Area. Gross habitable square foot area means the total living area of each dwelling unit within a project measured to the outside of the exterior walls and does not include areas outside of the dwelling units such as common areas, corridors, parking facilities, outside storage lockers and shared laundry facilities.
- D. Alternatives in-Lieu of an Affordable Housing ~~Impact~~ Fee. As an alternative to paying the affordable housing ~~impact~~ fee for residential rental developments, a developer may request to provide affordable units on the project site, dedicate land for affordable housing, or provide affordable units off-site, as detailed in this section.
 - 1. On-site units. A developer may request to mitigate the housing impacts through construction of affordable residential rental units on the subject development site consistent with the requirements outlined in Chapter 14.28. However, payment of the in-lieu ~~impact~~ fee does not preclude a developer from meeting the inclusionary housing requirements specified in Chapter 14.28.
 - 2. Off-site units or dedication of land. As an additional alternative, a developer may request to designate affordable units in an off-site location or to dedicate land for the construction of affordable units within the Los Altos City Limits. The city priority shall be for a location that is accessible to public transit. Any off-site units shall be either new or renovated to near-new conditions. Such requests shall be granted in the sole discretion of the city council if the city council determines that the proposed alternative will mitigate the impact of the project on the need for affordable housing. When off-site units or dedication of land is proposed as an alternative to on-site construction of affordable units, the developer shall demonstrate how the alternative will Affirmatively Further Fair Housing (AFFH).
 - 3. In calculating the number of required affordable rental units either on-site or off-site, any fraction of a whole unit shall be satisfied by either developing one additional affordable unit or by paying the remaining fee amount as further described in the fee resolution.
 - 4. All affordable units developed either on-site or off-site shall be subject to the city's standard affordable housing agreement and deed restriction.
 - 5. The applicant must enter into an affordable housing developer agreement with the city to be recorded against the property prior to recordation of a final or parcel map or issuance of any building permit, acknowledging that the affordable units or land dedication are provided in consideration for a direct financial contribution from the city in the form of a waiver of the affordable housing ~~impact~~ fee.
 - 6. The city council may approve this request if the proposed alternative forms of affordable housing opportunities in the city are equal to or greater than the payment of the affordable housing fee.

~~E. The city council may approve this request if the proposed alternative forms of affordable housing opportunities in the city are equal to or greater than the payment of the housing impact fee.~~

3.4962.070 Affordable Housing ~~impact~~ Fees for non-residential development.

- A. Applicability. A non-residential affordable housing ~~impact~~ fee and commercial linkage fee shall be imposed on all new construction of commercial, office, retail and hotel/motel development projects, as defined by Chapter 14.02.070 of the Zoning Code, that result in a ny net increase of square footage five hundred (500) square feet or greater of new floor area, regardless of zoning designation of the project site, unless the applicant elects to provide one of the alternatives listed in subsection (D).
- B. Calculation of Fee. The amount of the affordable housing ~~impact~~ fee and commercial linkage fee, as further described in the fee resolution, is imposed on a per square foot basis for new gross floor area. The following formula below shall be used in calculating the amount of the affordable housing ~~impact~~ fee: (Gross square feet non-residential floor area) minus (existing square feet floor area) multiplied by (per square foot fee) equals (total affordable housing ~~impact~~ fee).
- C. Exemptions to New Gross Floor Area. The following areas are exempt from the new gross floor area used in affordable housing ~~impact~~ fee and commercial linkage fee calculations for non-residential developments:
 - 1. Any incidental and accessory storage, structures or appurtenances, such as sheds, trash enclosures, ground-mounted equipment enclosures, garden features, trellises or shade structures;
 - 2. Architectural design features not utilized for occupancy or storage; and
 - 3. Existing floor area square footage of structures that were vacated or demolished no more than twelve (12) months prior to the filing date of the development application.
- D. Alternatives in-Lieu of an Affordable Housing ~~Impact~~ Fee. As an alternative to paying the affordable housing ~~impact~~ fee, a developer may request the following:
 - 1. On-site units. A developer may request to mitigate the housing impacts through construction of affordable residential units on the subject development site. If applicable, the number of affordable units shall be those indicated ~~at~~in Chapter 14.28.
 - 2. Off-site units or dedication of land. As an additional alternative, a developer may request to designate affordable units in an off-site location or to dedicate land for the construction of affordable units within the Los Altos City Limits. The city priority shall be for a location that is accessible to public transit. Any off-site units shall be either new or renovated to near-new conditions. Such requests shall be granted in the sole discretion of the city council if the city council determines that the proposed alternative will mitigate the impact of the project on the need for affordable housing. When off-site units or dedication of land is proposed as an alternative to on-site construction of affordable units, the developer shall demonstrate how the alternative will Affirmatively Further Fair Housing (AFFH).
 - 3. In calculating the number of required affordable units either on-site or off-site, any fraction of a whole unit shall be satisfied by either developing one additional affordable unit or by paying the remaining fee amount as further described in the fee resolution.
 - 4. All affordable units developed either on-site or off-site shall be subject to the city's standard affordable housing agreement and deed restriction.
 - 5. The applicant must enter into an affordable housing developer agreement with the city to be recorded against the property prior to recordation of a final or parcel map or issuance of any building permit, acknowledging that the affordable units or land dedication are provided in consideration for a direct financial contribution from the city in the form of a waiver of the affordable housing ~~impact~~ fee.
 - 6. The city council may approve this request if the proposed alternative forms of affordable housing opportunities in the city are equal to or greater than the payment of the affordable housing fee.

~~E. The city council may approve this request if the proposed alternative forms of affordable housing opportunities in the city are equal to or greater than the payment of the affordable housing impact fee.~~

3.4962.080 Exception to Municipal Code Section 14.28.

Those projects that pay an affordable housing ~~impact~~ fee in compliance with this chapter shall not be required to comply with the affordable housing requirements (inclusionary units) found at Section 14.28.030 of the Municipal Code.

3.4962.090 Waiver.

Notwithstanding any other provision of this chapter, the requirement to pay the ~~affordable~~ housing ~~impact~~ fee may be waived, adjusted or reduced by the city council if an applicant shows, based on substantial evidence, that there is no reasonable relationship between the impact of the proposed development and the requirement to pay the ~~affordable~~ housing ~~impact~~ fee, or that applying the requirements of this chapter would take property in violation of the United States Constitution or California Constitution or would result in any other unconstitutional result.

3.4962.100 Enforcement.

The provisions of this chapter shall apply to all agents, successors and assigns of an applicant proposing or constructing a development governed by this chapter. The city may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including but not limited to, actions to revoke, deny or suspend any permit, including a development approval, building permit or certificate of occupancy. The city shall be entitled to costs and expenses for enforcement of the provisions of this chapter, or any agreement pursuant thereto, as awarded by the court, including reasonable attorneys' fees.

3.4962.110 Severability.

If any portion of this chapter is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, that decision will not affect the validity of the remaining portions of this ~~zoning~~ code. The city council declares that this chapter and each portion would have been adopted without regard to whether any portion of this chapter would be later declared invalid, unconstitutional, or unenforceable.



City Council Agenda Report

Meeting Date: June 11, 2024

Initiated By: City Council

Prepared By: Anthony Carnesecca

Approved By: Gabriel Engeland

Subject:

Implement measures that would support parklet applicants as they transition to the permanent program

COUNCIL PRIORITY AREA

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

RECOMMENDATION

Direct staff to provide any of the following implementation measures that would support parklet applicants as they transition to the permanent program.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION

- Would the City Council wish to direct staff to provide any of the following implementation measures that would support parklet applicants as they transition to the permanent program?

FISCAL IMPACT

Fiscal impact would depend upon the approved actions by City Council.

PREVIOUS COUNCIL CONSIDERATION

November 19, 2019; August 28, 2020; November 30, 2021; January 24, 2023; & April 11, 2023

SUMMARY

- The City of Los Altos has adopted permanent parklet guidelines for restaurants that wish to operate in the public right-of-way.
- 11 restaurants have received approval of their parklet applications that are now working to prepare construction of their parklets.
- City Council requested that City staff identify measures that would support parklet applicants as they transition to the permanent program which are included for discussion today.

BACKGROUND

In August 2018, the Los Altos City Council adopted the Downtown Vision. The vision provides the City of Los Altos with long-term improvements and short-term programs that will increase vibrancy in the downtown triangle. Outdoor dining was identified as an effective way to provide unique and positive dining opportunities for residents and visitors in Downtown Los Altos.

In November 2019, the Los Altos City Council unanimously approved the City of Los Altos Pilot Parklet Program. This pilot program was intended to allow restaurant owners to build parklets that would expand outdoor seating opportunities through Fall 2021 and would allow restaurants to have two full years with their parklets before a Council review of the program. Many restaurants were interested, but some were hesitant to invest money on a parklet installation for a two-year period without a long-term timeline. Zero parklet applications were received from restaurants under the pilot program prior to the start of the COVID-19 pandemic.

In summer 2020, the City began exploring potential options for restaurants to expand their outdoor dining space into the public right-of-way. Through many meetings with community stakeholders, the City decided to close sections of downtown streets for “Open Streets Los Altos” allowing restaurants to expand their outdoor seating area into the public right-of-way with approved permit application and proof of liability insurance. This program closed Main Street and State Street for pedestrian-only traffic every Thursday morning through Sunday night from June 2020 through September 2020. City staff met with restaurants, retailers, and personal service businesses who indicated that parklets may be a middle ground solution allowing restaurants to have outdoor dining space while re-opening the street to vehicular traffic and open additional parking spaces near storefronts.

As Open Streets Los Altos came to a close, the City implemented the COVID Parklet Program in Fall 2020. Through the COVID Parklet Program, businesses installed a protective barrier of wine barrels filled with 500 lbs. of water, sand or concrete along the perimeter of the parklet.

At the January 24, 2023 City Council meeting, staff presented a draft outdoor dining program. City staff then presented to the Los Altos Chamber of Commerce Government Affairs Committee on February 1, 2023, hosted a direct Q&A session with business owners on February 2, 2023, and presented to Los Altos Property Owners Downtown on February 8, 2023 for larger group feedback sessions before meeting individually with all COVID parklet operators.

At the April 11, 2023 City Council meeting, the City Council adopted the Los Altos Outdoor Dining Program which provided guidelines for permanent parklet installations, sidewalk dining, and outdoor displays within the public right-of-way. Council directed restaurants to begin this process by January 1, 2024 allowing them to get through summer and end of the year rush prior to beginning their work on parklets.

City Council directed staff to procure molds for the concrete planters through a precast concrete company to lower the per-item expense for restaurants moving forward.

In the middle of summer last year, the City was notified that the County Assessor’s Office may levy property tax assessments on parklet areas. The City collaborated with the Silicon Valley Economic Development Alliance, a consortium of fellow economic development professionals across the Bay Area, to understand this potential new assessment, specifically cost basis, parameters, requirements, and more information. The County responded in October 2023 with little information because they are still working through the logistics of these assessments.

The City was not able to ascertain if there was any way to modify our existing program to limit this assessment under this program so City staff moved forward with preparations for the existing program. The City has included language within our parklet agreement that ensures restaurants are aware of this possibility and understand they will be responsible for any associated assessments.

City staff met individually with all COVID parklet operators downtown to discuss the program moving forward and help them understand their options before the end of December 2023.

All non-conforming parklets, which are parklets at businesses that have not applied or denied, have been removed from the public right-of-way.

DISCUSSION/ANALYSIS

At this point in time, the Development Services Department approved 11 parklet applications. These restaurants are now working to construct their new parklets to the approved specifications with deck structures that will meet the sidewalk grade and concrete planters with metal railings between them, per the Parklet Guidelines.

Approved applicants have been given until June 30, 2024 to complete construction of their parklets, but they are facing the challenge of needing more time to procure their concrete planters. Restaurants are able to use any vendor to create planters that meet the program specifications. The City has purchased three molds through a precast concrete company that is working as quickly as possible to create these barriers at a lower cost, but there is a fixed number of planters that can be created per day per mold.

The most significant fixed cost in the parklet installation are the concrete barriers that are intended to provide significant public safety by ensuring that customers do not enter the street from the parklet and that vehicles will not be able to enter into the parklet dining area. The barriers cost about \$800 per barrier so a restaurant will pay roughly \$9,000 for ten barriers and delivery costs to Los Altos.

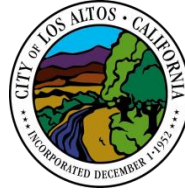
The Chamber of Commerce requested a meeting with City staff on May 22, 2024 to discuss potential options for restaurants as they transition to permanent parklets. At this meeting, City staff agreed to pick up wine barrels and dispose of them to lower the cost and effort required of businesses in the transition process. Additionally, City staff agreed to review individual

applicants' materials to ensure they are compliant with the guidelines if they are able to find alternative options for the procurement of cheaper materials.

At the May 28, 2024 City Council meeting, Mayor Weinberg, Council member Fligor, and Vice Mayor Dailey requested that City staff return with information on how the City could further support the implementation of parklets at restaurants.

City staff identified some potential ways that City Council could support restaurants through the implementation of their permanent parklets:

- Allow restaurants to continue operating in their temporary parklets through the delivery of their concrete planters as long as there is a defined end date, such as August 30, 2024. This would ensure that all remaining parklets will not need to be de-constructed by the targeted date of June 30, 2024, but can remain in place while they complete construction.
- Direct City staff to purchase more molds from the current vendor to expedite the speed with which these planters can be created. Each mold costs roughly \$4,000 and can create 25 planters per mold.
- Create a parklet barrier grant program where the City could provide reimbursed grants for the cost of the concrete planters up to a pre-determined amount, such as \$10,000 per restaurant. These barriers would then become property of the City so that they could be retained if restaurants close and they can be re-proposed by future restaurants.



City of Los Altos 2024 Tentative Council Agenda Calendar
JUNE 25, 2024

Closed Session: TBD

Study Session: TBD

SPECIAL ITEMS:

CONSENT:

- Adoption of the Development Impact Fee Resolution (Development Services)
- Award the Annual Street Resurfacing Project (Public Works)
- Approve the Foreign Issues Policy (Council)
- Adoption of a Resolution – Weed Abatement (Development Services)

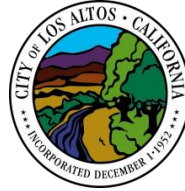
DISCUSSION:

- Introduction of Public Arts Ordinance (City Manager's Office)
- Discuss and approve the Library Improvements RFP (City Manager's Office)
- Adopt the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) (Police Department)
- Discussion on Facility Maintenance (Parks & Recreation)
- Discussion on a Childcare Subsidy Program (Council)

PUBLIC HEARING:

- Hold a Public Hearing regarding a Project Modification at 330 Distel (Development Services)

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
JULY 9, 2024**

Closed Session: Anticipated Litigation: Letter from Shenkman & Hughes

Study Session: Public Hearing #2 – Transition to Districts-Based Elections System

SPECIAL ITEMS:

CONSENT:

- Award of On-Call Spot Repair and CCTV Inspection Services for FY24/25 (Public Works)

DISCUSSION:

- Receive Update on CHAC (City Attorney and City Manager’s Office)
- Discussion on a Special Events Policy (City Manager’s Office)
- Discussion on the Proposed Dog Park (Parks & Recreation)

PUBLIC HEARING:

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	