

Diane Howard, Mayor  
Giselle Hale, Vice Mayor  
Alicia C. Aguirre, Council Member  
Lisette Espinoza-Garnica,  
Council Member  
Jeff Gee, Council Member  
Diana Reddy, Council Member  
Michael A. Smith, Council Member



TELECONFERENCE MEETING  
BROADCAST LIVE VIA  
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**JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY  
REGULAR MEETING AGENDA  
Monday, September 27, 2021  
6:00 PM**

**TELECONFERENCE PARTICIPANTS**

**COUNCIL MEMBERS AGUIRRE, ESPINOZA-GARNICA, GEE, REDDY AND SMITH, VICE MAYOR HALE AND MAYOR HOWARD WILL PARTICIPATE BY TELECONFERENCE PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-08-21 PURSUANT TO RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES SHALL BE BY ROLL CALL**

**PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC.** The meeting will be broadcast live to Redwood City residents on Astound Broadband cable Channel 26 and Comcast cable Channel 27, AT&T U-verse Channel 99 and streamed live via the City's website at [www.redwoodcity.org](http://www.redwoodcity.org)

**PUBLIC COMMENT:**

To maximize time for live public comment, we encourage members of the public to provide comments by joining the City Council meeting via Zoom: For web, visit [redwoodcity.zoom.us](http://redwoodcity.zoom.us), select "Join" and enter **Meeting ID 994 8182 5639**. Use the [Raise Hand feature](#) to request to speak. You may rename your profile if you wish to remain anonymous. For dial-in comments, call \*67 (669) 900-6833 (*your phone number will appear on the live broadcast if \*67 is not dialed prior to the phone number*), enter **Meeting ID 994 8182 5639** and press \*9 to request to speak. All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor.

*If multiple speakers will be joining from the same line, please contact the City Clerk's Office in advance of the meeting.*

If you wish to submit written public comment, please send an email to the City Council at [council@redwoodcity.org](mailto:council@redwoodcity.org). Please indicate the corresponding agenda item # in the subject line of your email. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record, but will not be read during the Council meeting.

**AGENDA MATERIALS:**

City Council agenda materials that are released *less than* 72 hours prior to the meeting, are available to the public via the City's website at [www.redwoodcity.org](http://www.redwoodcity.org).

**AMERICANS WITH DISABILITIES ACT:**

The City Council will provide materials in appropriate alternative formats to comply with *the Americans with Disabilities Act*. Please send a written request to Pamela Aguilar, City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address [paguilar@redwoodcity.org](mailto:paguilar@redwoodcity.org) including your name, address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 24 hours before the meeting.

**THE CITY COUNCIL MEETING WILL CONCLUDE BY 11:00 P.M. UNLESS OTHERWISE EXTENDED BY COUNCIL VOTE**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE - Vice Mayor Hale**
4. **PRESENTATIONS/ACKNOWLEDGEMENTS**
  - 4.A. **Presentation by San Mateo County Historical Association on Carriage House Project**
5. **PUBLIC COMMENT ON THE CONSENT CALENDAR, ON MATTERS OF COUNCIL INTEREST AND ON ITEMS NOT ON THE AGENDA**

6. **CONSENT CALENDAR**

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- 6.A. **Amendment No. 1 to Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board for the project study phase of the Whipple Avenue Grade Separation Project**

Recommendation:

By motion, authorize the City Manager to negotiate and execute Amendment No. 1 to the MOU between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board of the project study phase of the Whipple Avenue Grade Separation Project.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 6.B. **Agreement with the City of San Carlos for emergency management services**

Recommendation:

By motion, approve and authorize the City Manager to execute an emergency management services agreement between the cities of San Carlos and Redwood City.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 6.C. **Amendment to agreement with Community Wellness and Crisis Response Team for mental health partnership services**

Recommendation:

By motion, approve and authorize City Manager to execute a Side Letter amending the Memorandum of Understanding for the Community Wellness and Crisis Response Team, which was originally approved by Council on January 25,

2021, to reflect the decision by the County of San Mateo to assign the role of hiring clinicians for the program to StarVista.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.D. Amendment No. 1 to agreement with Gilbane Building Company for project management services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Gilbane Building Company for project management services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$53,152 for a total amount of \$2,969,196.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.E. Amendment No. 2 to agreement with ELS Architecture and Urban Design for Phase I construction administration services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Services with ELS Architecture and Urban Design for construction administration services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$219,623, for a total contract amount of \$8,567,284.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.F. Approve Live Performance Agreement between the City of Redwood City and Zoppe Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots**

Recommendation:

1. By motion, approve the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppe Circus in an amount not to exceed \$311,910; and
2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.G. 2021-2022 Extended Day Learning Services Agreement between the City of Redwood City and the Redwood City School District**

Recommendation:

By motion, approve and authorize the City Manager, or designee, to execute the Agreement for Services Between the Redwood City School District and the City of Redwood City.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.H. Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness**

Recommendation:

Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.I. Approve Minutes of September 13, 2021 and September 20, 2021 City Council meetings**

**6.J. Approve claims and checks from September 27, 2021 - October 11, 2021 and the usual and necessary payments through October 11, 2021**

**7. PUBLIC HEARINGS - None**

**8. STAFF REPORTS**

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**8.A. Property exchange with the County of San Mateo to facilitate the construction of the Blomquist Street Extension to support transportation and public safety and advance City priorities related to housing and homelessness**

Recommendation:

The City Council City Owned Property Ad Hoc Committee (Mayor Howard, Vice Mayor Hale, and Councilmember Reddy) recommend that the City Council:

1. Adopt a resolution considering an addendum to the 1548 Maple Street Project Final Environmental Impact Report for the development activities

associated with the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo in accordance with the requirements of the California Environmental Quality Act;

2. Adopt a resolution approving the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo and authorizing the City Manager to execute documents necessary to effectuate the land exchange transaction; and

3. By motion, direct and authorize the City Manager or her designee to enter into a tri-party agreement (Tri-Party Agreement) with 1548 Maple LLC and the County, to facilitate construction activities, including among other things, (1) the City and/or County allowing 1548 Maple LLC and its contractors and subcontractors to use for construction-related vehicular parking, lay down storage space and excess soil storage and fill importation, as applicable, (a) mutually acceptable portions of the 1580 Maple parcel that will not be needed for continued operation of the existing County homeless shelter as authorized by the Leaseback Agreement, and (b) mutually acceptable portions of the 1469 Maple City Parcel, and (2) 1548 Maple LLC agreeing to allow City to deliver Blomquist Extension right-of-way rights over the 1580 Maple Property by May 1, 2023 by not seeking its final temporary certificate of occupancy until that date at the earliest, all on terms, including City's standard insurance and indemnity requirements, approved by the City Attorney.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

## **9. BOARDS, COMMISSIONS AND COMMITTEES REPORTS**

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### **9.A. Library Board Work Plan for FY 2020-2021 and FY 2021-2022**

Recommendation:

By motion, approve the proposed Library Board Work Plan for FY 2020-2021 and FY 2021-2022.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

### **9.B. Parks, Recreation, and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023**

Recommendation:

By motion, approve the proposed Parks, Recreation and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**10. MATTERS OF COUNCIL INTEREST**

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**10.A. City Council Member Reports from Regional Meetings and Conferences Attended**

- A. Cal Cities Annual Conference, Caltrain, SamTrans, Transbay Joint Powers Authority (Council Member Gee)**
- B. Peninsula Clean Energy (Vice Mayor Hale)**

**10.B. City Council Committee Reports**

- A. Equity and Social Justice Sub-Committee**

**10.C. City Manager (Oral) Update**

**11. ADJOURNMENT - The next City Council meeting is scheduled for October 11, 2021**



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

Amendment No. 1 to Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board for the project study phase of the Whipple Avenue Grade Separation Project

### **RECOMMENDATION**

By motion, authorize the City Manager to negotiate and execute Amendment No. 1 to the MOU between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board for the project study phase of the Whipple Avenue Grade Separation Project.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Transportation

### **BACKGROUND**

The City Council adopted Redwood City's Strategic Plan with three top priorities: Housing, Transportation, and Children & Youth, while promoting equity in all City activities. Goals to advance the Transportation priority include creating policies and infrastructure to support zero emission trips and ensuring Redwood City is considered in all strategic regional transportation initiatives. Specific goals for this fiscal year (2021-22) include:

- Transit District Plan
- Collaborate with Caltrain, SamTrans, City/County Association of Governments, and the San Mateo County Transportation Authority to advance development of the Rail Grade Separation and Transit Center Project

These goals are directly tied to the action recommended in this report, which is to amend the Memorandum of Understanding (MOU) for the Whipple Avenue Grade Separation Project to increase grant funding to complete the project's feasibility study.

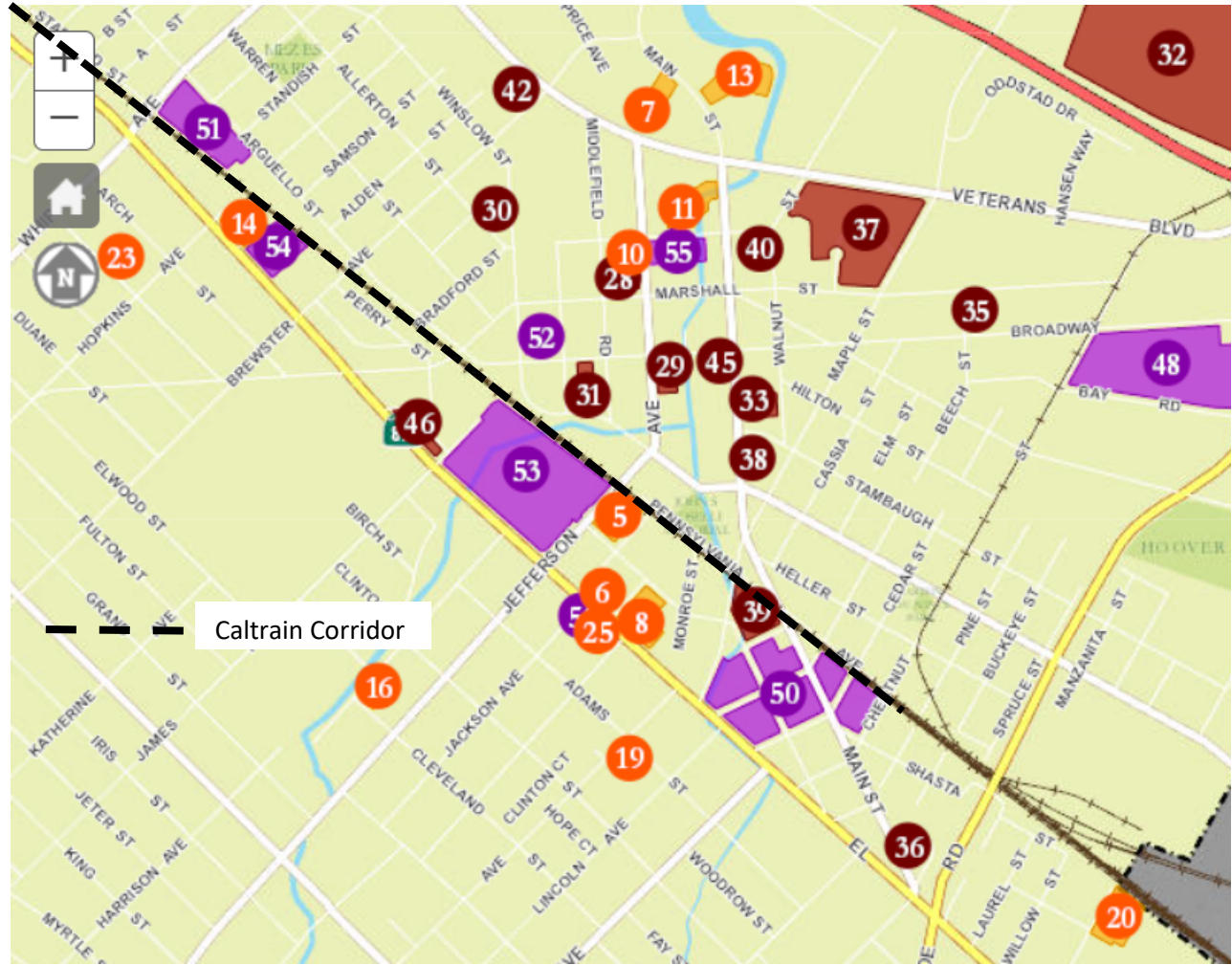
Redwood City has eight crossings of the Caltrain corridor shown on the Vicinity Map in Attachment A. Two have been previously grade separated (Jefferson Avenue and Woodside Road) and six crossings remain at-grade. The Citywide Transportation Plan, RWCmoves, identified the evaluation of these six locations as 'Signature Projects.' In response to City Council direction, City staff submitted a funding request to the San Mateo County Transportation Authority (SMCTA) requesting \$750,000 in Measure A Grade Separation Program funding to study separating the existing at-grade crossing between the Caltrain railroad tracks and Whipple Avenue. Whipple Avenue is the busiest at-grade crossing in Redwood City and has the worst safety record.

In October 2018, the City Council authorized the City Manager to execute an MOU with the SMCTA and the Peninsula Corridor Joint Powers Board (Caltrain) to complete a grade separation study and directed staff to exclude trenching or tunneling options for the railroad from the potential alternatives and to consider separating all of the at-grade crossings in the city.

As the project sponsor, the City initiated the Project in 2019 in partnership with Caltrain as the owner and manager of the consultant contract. Project goals are to establish the City's long-term vision for grade separations, to identify feasible grade separation alternatives, and to select a preferred alternative(s). While the study initially prioritized a grade separation at Whipple Avenue, based on City Council direction, the project was expanded to include the other five at-grade crossings in the City (Brewster Avenue, Broadway, and Maple, Main, and Chestnut streets).

There is significant private development interest along the rail corridor in Redwood City as illustrated in Figure 1. It is critical to establish the space needs for grade separations now in order to preserve feasibility for their construction in the future. In particular, the ability to build a four-track, transfer station in downtown Redwood City to accommodate Caltrain's long-term service vision depends on track expansion.

Figure 1: Recently Completed, Approved, or Proposed Development



**ANALYSIS**

Community outreach for the project has included a broad range of strategies to encourage engagement in this initial phase of the project – Identifying feasible alternatives and refining them into a short list of preferred alternatives. Strategies included:

- Newsletter, mailed and manually distributed (with a survey component)
- Webpage on the City’s website and a virtual open house ([www.rwctransitplan.com](http://www.rwctransitplan.com))
- Virtual meetings (project specific and at standing meetings of stakeholder groups such as Neighborhood Associations, Chamber of Commerce, Rotary)
- Posters in vacant storefronts downtown
- YouTube videos
- Online surveys

Many of these virtual strategies were added to the original outreach approach in response to the COVID-19 pandemic and limitations on in-person meetings associated with public health orders.

Evaluation of the grade separation alternatives has considered a variety of factors that were selected based on technical needs and from community input on priorities received in the first (October 2020) survey. Examples of these factors are delay/congestion, connectivity for people walking and riding bikes, safety, rail noise, potential property impacts, fundability, and creek impacts. The number of combinations of potential street closures associated with the alternatives required additional traffic analysis in order to present how travel patterns might change. An evaluation matrix summarizing these findings is posted on the project webpage<sup>1</sup> and in the virtual open house.<sup>2</sup>

Virtual conversations with community members in various venues and the most recent (closed in May 2021) online survey provided extensive feedback to reduce the number of alternatives and to guide project design. The feasibility of alternatives is also informed by separate, but related, technical studies that are exploring how a new transit center would operate. While we have received input from residents throughout Redwood City, less than 10% of the survey respondents identified as living in one of the neighborhoods around the southern (Maple, Main, or Chestnut) at-grade crossings, and only 1% of the survey respondents identified as speaking Spanish at home. As illustrated in Attachment A, neighborhoods around the southern crossings tend to be equity priority communities, previously called communities of concern. Before further narrowing of alternatives, staff will coordinate additional outreach around the southern crossings.

Due to the expanded focus on all at-grade crossings in the City, the complexity of the crossings and alternatives, as well as to account for the extensive virtual public outreach throughout COVID-19, the City requested additional Measure A Grade Separation Program funds from the SMCTA to complete the conceptual planning effort as well as to continue and expand outreach efforts in equity priority communities around the southern at-grade crossings where participation in previous virtual outreach efforts has been low. Planned for the October/November timeframe, this outreach would focus on reaching residents who haven't been participating to date. Strategies will include posting information (e.g. sidewalk stickers, posters at parks and grocery stores) close to the rail crossings and where residents frequent, partnering with existing local organizations to increase participation, emphasizing visual representations of the project and how it would fit in the neighborhood, and direct engagement (to the extent allowed by health guidelines). All of these efforts would be presented in Spanish as well as English.

This additional funding request was approved by the SMCTA Board at their September 2, 2021 meeting. As the owner and manager of the consultant contract, Caltrain will consider amending the MOU, their budget and the consultant contract at their October 7, 2021 meeting. When all entities have received approval from their governing bodies, the MOU amendment will be circulated for signature. See the draft MOU amendment in Attachment B.

The new total project cost would be \$1,201,000, an increase of \$351,000 of which \$301,000 is being provided from the Measure A Grade Separation Program along with an additional \$50,000 in matching

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<sup>1</sup> [www.redwoodcity.org/city-hall/current-projects/infrastructure-projects?id=140](http://www.redwoodcity.org/city-hall/current-projects/infrastructure-projects?id=140)

<sup>2</sup> [www.rwctransitplan.com](http://www.rwctransitplan.com)

funds from the City. The City's matching funds will be used to develop renderings of the Maple, Main, and Chestnut streets crossings to help the community visualize the grade separations.

**FISCAL IMPACT**

Additional local match (\$50,000) for the project will be provided by previously allocated funding included in the Fiscal Year 2021-22 Capital Improvement Program budget for Transportation Planning (\$500,000 budget). In addition, the City previously committed \$100,000 in Traffic Mitigation Fees from the Fiscal Year 2018-19 Capital Improvement Program budget.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because applying for and accepting funding have no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. Additional environmental review will be completed for the Project as required by state and federal law.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council could direct staff to complete the project without additional outreach work and funding or to self-fund the additional work.

**ATTACHMENTS**

Attachment A – Vicinity Map  
Attachment B – Draft MOU Amendment

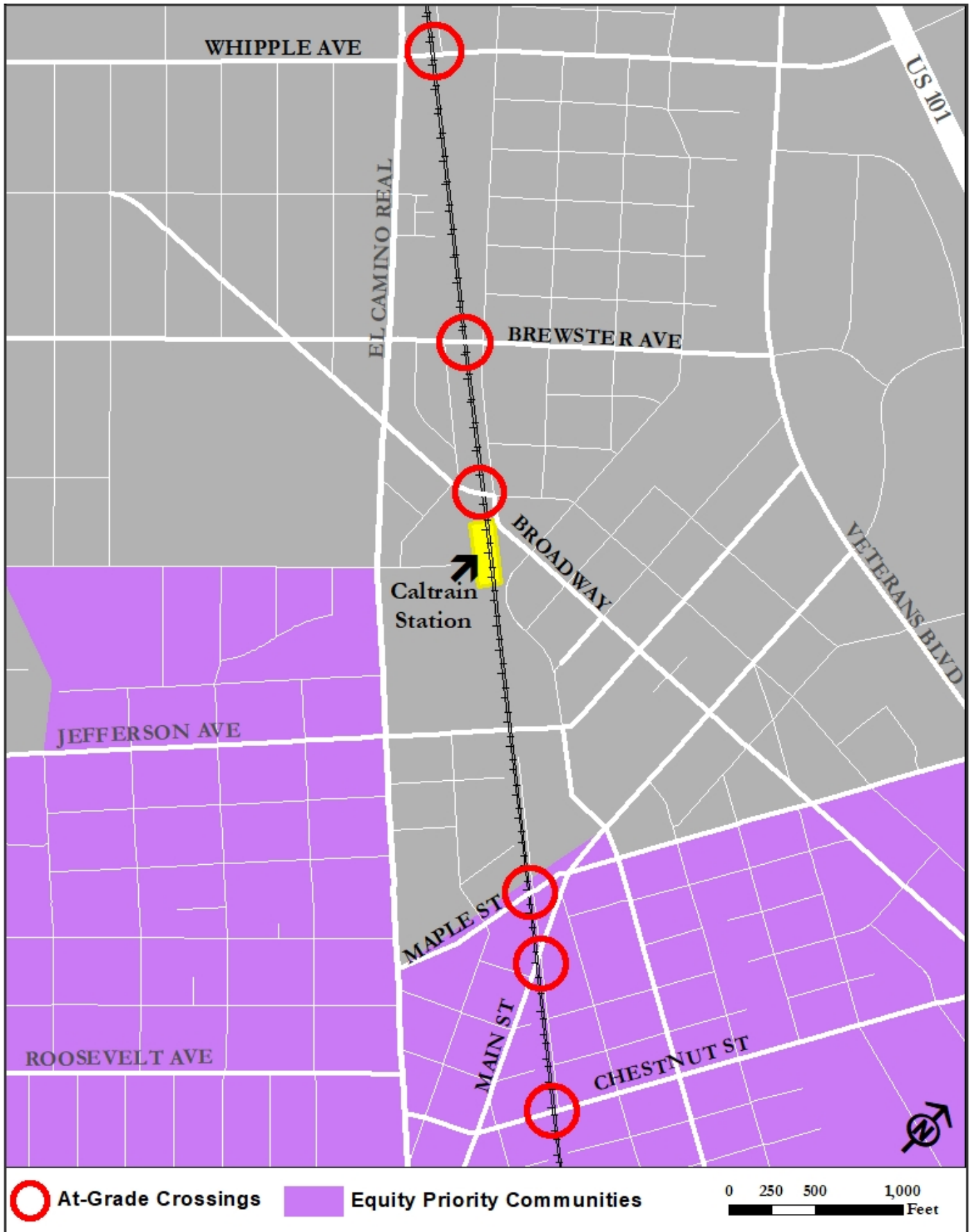
**REPORT PREPARED BY:**

Jessica Manzi, Transportation Manager  
jmanzi@redwoodcity.org  
(650) 780-7372

**APPROVED BY:**

Mark Muenzer, Community Development & Transportation Director  
Melissa Stevenson Diaz, City Manager

Attachment A: Vicinity Map including Equity Priority Communities



**FIRST AMENDMENT TO  
THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND  
THE CITY OF REDWOOD CITY AND THE PENINSULA CORRIDOR JOINT  
POWERS BOARD FOR THE PROJECT STUDY PHASE FOR THE WHIPPLE  
AVENUE GRADE SEPARATION PROJECT**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, THE CITY OF REDWOOD CITY, AND THE PENINSULA CORRIDOR JOINT POWERS BOARD FOR THE WHIPPLE AVENUE GRADE SEPARATION PROJECT (MOU) is made as of the \_\_\_ day of \_\_\_\_\_, 2021, by and between the San Mateo County Transportation Authority (TA) and the City of Redwood City (Sponsor), and the Peninsula Corridor Joint Powers Board (JPB), referred to herein individually as “Party” and jointly as “Parties.”

**WHEREAS**, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

**WHEREAS**, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half-cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

**WHEREAS**, on November 2, 2017, the TA’s Board of Directors programmed and allocated up to \$750,000 from the Measure A Grade Separation Program Category for the Planning phase (Scope of Work) of the Whipple Avenue Grade Separation Project (Project) through Resolution 2017-21; and

**WHEREAS**, the Parties entered into the MOU for the Scope of Work for the Project on October 23, 2018; and

**WHEREAS**, the Sponsor now seeks to expand the Scope of Work to incorporate all six at-grade crossings in its jurisdiction (Whipple Avenue, Brewster Avenue, Broadway, Maple Street, Main Street and Chestnut Street) to establish the City’s long-term vision for grade separations and preserve adequate real estate for potential future grade separation projects; and

**WHEREAS**, on August 10, 2021, the Sponsor submitted a letter requesting an additional \$301,000 of Measure A funds and offering an additional \$50,000 of its own matching funds to complete this expanded Scope of Work; and

**WHEREAS**, on September 2, 2021, through Resolution 2021-23, the TA's Board of Directors programmed and allocated an additional \$301,000 of Measure A Grade Separation Program Category funds to the Project for a new total of \$1,051,000 in Measure A funds (Measure A Funds); and

**WHEREAS**, the Parties desire to amend the MOU to increase the Scope of Work budget accordingly, and maintain the Sponsor's obligation to contribute, or otherwise provide for the contribution of, any amount in excess of \$1,051,000 of Measure A Funds needed to implement the Project.

**IT IS HEREBY AGREED** by the Parties that the MOU is revised and amended as follows:

1. **EFFECTIVE DATE.** This First Amendment is effective as of the day and year first written above.
2. **PROJECT INFORMATION.** Exhibit A is replaced with Exhibit A-1, which is attached to this First Amendment and incorporated herein by this reference.
3. **FUNDING COMMITMENT.** Section B.1, Funding Commitment, is hereby deleted and replaced in its entirety with the following language:
  1. Funding Commitment. The TA will provide up to \$1,051,000 of Measure A Funds and the Sponsor will provide \$150,000 in local matching funds and must provide at least 12.49% of the total costs for the performance of the Scope of Work (Scope of Work Costs). In no event will the TA provide more than its share of 87.51% pro-rata share of the Scope of Work Costs.
4. **TERM.** Section C.1, Term, is deleted in its entirety and replaced with the following language:
  1. Term. The term of this Agreement will commence upon the Execution Date and conclude the earliest of: (a) six months after the written acceptance/endorsement of the JPB of the completion of the Scope of Work, (b) termination by Sponsor, the JPB or the TA pursuant to section C.3, C.4, C.5, or C.6, or (c) February 28, 2023.
5. **TIME OF PERFORMANCE.** Section C.2, Time of Performance, is deleted in its entirety and replaced with the following language:
  2. Time of Performance. The Scope of Work must be completed no later than August 31, 2022.
6. **TA RESPONSIBILITIES.** Section D.1 is deleted in its entirety and replaced with the following language:
  1. The TA will make available up to \$1,051,000 of Measure A Funds for the Scope of Work.
7. **SPONSOR RESPONSIBILITIES.** Section F.1 is deleted in its entirety and replaced with the following language:
  1. The Sponsor will make available \$150,000 for the Scope of Work.

8. **EFFECT.** Except as and solely to the extent amended by this First Amendment, the MOU will continue in full force and effect in accordance with its terms.
  
9. **ELECTRONIC SIGNATURES.** If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

**CITY OF REDWOOD CITY**

By: \_\_\_\_\_  
Name: Melissa Stevenson Diaz  
Its: City Manager

**PENINSULA CORRIDOR JOINT POWERS BOARD**

By: \_\_\_\_\_  
Name: Michelle Bouchard  
Its: Acting Executive Director

Approved as to Form:

\_\_\_\_\_  
Attorney for JPB

**SAN MATEO COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Name: Carter Mau  
Its: Acting Executive Director

Approved as to Form:

\_\_\_\_\_  
Attorney for the TA

**EXHIBIT A-1: SCOPE OF WORK INFORMATION**

*Redwood City Grade Separation Feasibility Study*

**Sponsoring Agency:** *City of Redwood City*

**Redwood City Contact:** **Jessica Manzi, Transportation Manager**  
(650)780-7372  
[jmanzi@redwoodcity.org](mailto:jmanzi@redwoodcity.org)  
City of Redwood City  
P.O. Box 391  
Redwood City, CA 94064-0391

**Lead/Implementing Agency:** *Peninsula Corridor Joint Powers Board*

**JPB Contact:** **Melissa Reggiardo, Manager of Rail Planning**  
(650) 508-6283  
reggiardom@samtrans.com  
1250 San Carlos Avenue  
San Carlos, CA 94070

**Project Description and Scope of Work:**

The Grade Separation Feasibility Study (Project) will increase safety and decrease existing and future traffic delays associated with the at-grade crossings between the Caltrain railroad track and the six at-grade crossings (Whipple Avenue, Brewster Avenue, Broadway, Maple Street, Main Street, Chestnut Street) in Redwood City. The timing of the Project is particularly critical given the level of development that is occurring along the rail corridor. This planning work will ensure that sufficient space is preserved now, to build grade separations in the future.

Of the six at-grade crossings, the Whipple Avenue at-grade crossing is a high priority. The crossing is adjacent to the Sponsor's Downtown Specific Plan area and part of a major transportation route. High volumes of traffic use Whipple Avenue to travel between Highway 101 and El Camino Real. It is also a school route, emergency route and public transit route. The crossing's proximity to El Camino coupled with the high volume of traffic exacerbates delays when railroad gates are down. The California Public Utilities Commission's grade separation priority list for fiscal years 2020/2021 and 2021/2022 ranks the Whipple grade crossing as 4<sup>th</sup> on the statewide list of 32 crossings.

Everyone who crosses the tracks experiences delays – whether its people walking or riding bikes, emergency response vehicles, transit vehicles, or people driving personal vehicles. Planned expansions in Caltrain service, consistent with the Board adopted 2040 Service Vision, and future high speed rail service will increase train activity and exacerbate delays at all of Redwood City's crossings.

Safety is primary focus of this study and the desire to separate the railroad from city streets. In the past 10 years, there were four train-involved collisions at the Whipple Avenue at-grade crossing, three collisions at Main Street, two collisions at both Brewster Avenue and Main Street, and one collision at Chestnut Street. Pedestrian – train collisions that were deemed intentional are not included in these statistics.

Traffic and traffic delays are expected to increase due to growth in regional vehicle traffic, increased frequency of Caltrain service, and anticipated addition of high speed rail. The Project would decrease future traffic delays due to rail service and increase safety.

**Scope of Work**

The Scope of Work will result in a comprehensive summary report. The summary report will expand on prior preliminary grade separation studies and analyze feasible alternatives for the Project. The analysis will inform development of the long-term vision for grade separations in Redwood City, decisions about which grade crossings should be separated and when, and identify preferred alternatives for grade separations at each of the at-grade crossings (Whipple Avenue, Brewster Avenue, Broadway, Maple Street, Main Street, and Chestnut Street).

The Sponsor will provide input on alternatives, coordinate outreach with key stakeholders, direct policy oversight, \$150,000 in Project funding (\$100,000 to the JPB and \$50,000 to consultants supporting the Project), and will contract with and manage consultants developing renderings of the southern crossings. The JPB will manage the Project, provide technical oversight, and contract with contractors/consultants to collect data, prepare alternatives, and produce the final report.

The summary report will refine preliminary concepts and draw on any necessary additional concepts in order to develop design level concepts. Options and impacts to adjacent crossings and planned projects (such as Dumbarton Rail, California High-Speed Rail, and improvements to the transit center) will also be considered. Alternatives will include a four-track station, at least two tracks outside of the station area, and will not preclude the feasibility of the Caltrain/California High Speed Rail Blended System. The design level concepts and summary report will be used to gain community consensus around a long-term vision for grade separations in the City and to narrow down the list of preferred alternatives. The preferred alternative(s) will reflect consensus from the Sponsor, the JPB, and the Redwood City community.

**Project Schedule:**

	<u>Begin</u>	<u>End</u>
Project coordination (Sponsor)	10/2018	12/2021
Set up Work Directive with Consultant (JPB)	10/2018	5/2019
Data collection (JPB)	6/2019	6/2019
Analysis & review of previous studies (JPB)	6/2019	6/2019
Alternatives development & screening criteria (JPB)	9/2019	12/2020
Alternatives analysis & recommendation (JPB)	12/2020	10/2021
Draft & final report production (JPB)	5/2021	12/2021
Final report presentation (JPB)	12/2021	3/2022

**Project Budget/ Source of Funding:**

Include funding plan for project defined above.

Phase	Measure A Funding Amount	Other Sources*		Total
		List Fund Source	Amount	
Data collection (JPB)	\$50,000		\$0	\$50,000
Analysis & review of previous studies (JPB)	\$80,000		\$0	\$80,000
Alternatives development & screening criteria (JPB)**	\$350,000	Sponsor, local match	\$75,000	\$425,000
Alternatives analyses & recommendation (JPB/RWC)***	\$451,000	Sponsor, local match	\$75,000	\$526,000
Draft & final report production (JPB)	\$70,000		\$0	\$70,000
Final report presentation (JPB)	\$50,000		\$0	\$50,000
<b>Total for the PSR Phase:</b>	<b>\$1,051,000</b>		<b>\$150,000</b>	<b>\$1,201,000</b>

\*Total costs listed by each task/activity are best estimates and may be subject to change within the overall total amount for the awarded phase of the Project Scope of Work during the course of the Project upon mutual agreement by the Parties' authorized representatives.

\*\*Alternatives development phase will include two internal workshops with Redwood City staff, as well as one public workshop to be organized, conducted, and facilitated by the JPB's consultant in coordination with the Sponsor.

\*\*\* Alternatives analysis and recommendation phase will include one public workshop to be organized, conducted, and facilitated by the JPB's consultant in coordination with the Sponsor.

**Measure A Project Cash Flow Projection**

The cash flow projection is provided for informational purposes only.

Phase/Activity (e.g. Planning, PSE, Construction)	FY19				Subtotal FY19	FY20				Subtotal FY20
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)		1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)	
Planning		\$90,000	\$90,000	\$125,000	\$305,000	\$100,000	\$75,000	\$150,000	\$70,000	\$395,000
					\$0					\$0
<b>Total</b>	\$0	\$90,000	\$90,000	\$125,000	\$305,000	\$100,000	\$75,000	\$150,000	\$70,000	\$395,000
<b>Cumulative to Date</b>	\$0	\$90,000	\$180,000	\$305,000		\$405,000	\$480,000	\$630,000	\$700,000	

Phase/Activity (e.g. Planning, PSE, Construction)	FY21				Subtotal FY21	FY22			Subtotal FY22	Project Total
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)		1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)		
Planning	\$50,000				\$50,000		\$301,000		\$301,000	\$1,051,000
					\$0				\$0	\$0
<b>Total</b>	\$50,000	\$0	\$0	\$0	\$50,000	\$0	\$301,000	\$0	\$301,000	\$1,051,000
<b>Cumulative to Date</b>	\$750,000	\$750,000	\$750,000	\$750,000		\$750,000	\$1,051,000	\$1,051,000		

**Roles and Responsibilities:**

Sponsor: City of Redwood City

- Provide policy/oversight direction
- Serve as public spokesperson
- Coordinate public outreach efforts with City Council and other stakeholders
- Coordinate closely with the JPB to address railroad operations, including electrification and blended rail system efforts
- Contract and manage consultant for renderings

Lead: JPB

- Implement funded scope
- Technical project oversight and management
- Lead agency working with city staff and JPB contractors/consultants
- Invoice the TA and Sponsor
- Prepare and submit progress reports to the TA



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

Agreement with the City of San Carlos for emergency management services

### **RECOMMENDATION**

By motion, approve and authorize the City Manager to execute an emergency management services agreement between the cities of San Carlos and Redwood City.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Public Safety

### **BACKGROUND**

In 2018, the City implemented a shared service approach to emergency preparedness as part of the City's Financial Sustainability Plan. The approach was intended to increase efficiency and reduce costs over time, and included contracting with the County of San Mateo for administering the Community Emergency Response Team (CERT) program. This contract has ended, and a new contract is required to support the CERT program. Additionally, the City requires consultant support for emergency management services. The City of San Carlos has already begun the process to bring on consultant support to provide that service to their city. We are seeking to partner with the City of San Carlos for both CERT services and emergency management services.

### **ANALYSIS**

An agreement was created with the City of San Carlos to create a partnership with them to oversee the CERT program and emergency management program for both cities. This agreement outlines the

responsibility of the position in providing a shared approach (50% Redwood City and 50% San Carlos) for service delivery of the duties required for a CERT and emergency management program. Redwood City currently provides fire services to the City of San Carlos, and this agreement builds on the successful working relationship between the cities.

A CERT class is currently being conducted with the support of a local training group. The new contractor will be able to build on this current effort and provide a seamless transition to a fully operating CERT program. Once the new consultant group is on-boarded, they will be able to resume CERT group meetings, training sessions, and conduct two full CERT classes per year. CERT training can also be delivered in Spanish as needed.

In addition to CERT services, this contract will also provide for emergency management project work. This will include maintenance of each city's Emergency Operations Plan (EOP), Hazard Mitigation Plan (HMP) and other plan development. Additional services will also include providing emergency operations center (EOC) training to City employees and other related duties.

**FISCAL IMPACT**

The total cost of the agreement is \$100,000, as outlined in Exhibit B of the agreement. These funds have been identified within our current budget and no new or additional funds are needed.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. When the coordinator is identified, the City will notify CERT participants.

**ALTERNATIVES**

Direct staff to seek alternate methods of providing CERT and emergency management services to the community.

**ATTACHMENTS**

Attachment A – Agreement between the City of San Carlos and the City of Redwood City

**REPORT PREPARED BY:**

Dave Pucci, Deputy Fire Chief  
dpucci@redwoodcity.org  
(650) 780-7400

**APPROVED BY:**

Ray Iverson, Fire Chief  
Melissa Stevenson Diaz, City Manager

**EMERGENCY MANAGEMENT SERVICES AGREEMENT  
BETWEEN THE CITIES OF SAN CARLOS AND REDWOOD CITY**

This Agreement is entered into on \_\_\_\_\_, by and between the City of San Carlos, a municipal corporation of the State of California, hereinafter called "the City," and the City of Redwood City, a charter city and municipal corporation of the State of California, hereinafter called "RWC," and collectively referred to as "the Parties."

\* \* \*

**WHEREAS**, RWC provides contract Fire Services to the City under the Second Amended and Restated Agreement Between Cities of Redwood City and San Carlos for Fire & Emergency Services, as it may be amended from time to time; and

**WHEREAS**, the City and RWC are committed to managing, planning, and training their respective staff and community members in preparation for an emergency and actions to ensure safety during an emergency; and

**WHEREAS**, the City will contract with a vendor to provide professional emergency management services per the agreement attached hereto as Exhibit "B", and the Parties desire to enter into this Agreement for RWC to receive professional emergency management services from the City's vendor pursuant to Exhibit "B" to expedite delivering these services to their agencies both together and separately; and

**WHEREAS**, the City will be the administrators of the emergency management services contract attached as Exhibit "B" and will be responsible for paying all associated invoices; and

**WHEREAS**, the Parties will not involve themselves in the work requested by and solely for the other party as long as the work is included in the emergency management services contract attached as Exhibit "B" and does not exceed the amount authorized for each party as described in Exhibit "A", except that as administrator of the contract, the City must be the lead agency with regard to payment of invoices to manage the contract and payment of funds efficiently; and

**NOW, THEREFORE**, it is agreed by the parties to this agreement as follows:

**1. Payments**

In consideration of the activities performed by the City in accordance with all terms, conditions, and specifications set forth in this Agreement, the City shall receive and promptly review invoices from the vendor. If the work is solely on behalf of RWC or is rendered for both agencies, the City will submit the invoice to RWC for prompt review. RWC will inform the City of its approval of the invoice and the City will make payments to the vendor based on the rates and in the manner specified in Exhibit "B". The City shall then invoice RWC for work performed by the vendor for its share of the work or work performed solely on its behalf. RWC will issue payment for each invoice within thirty (30) business days of receipt of an invoice from the City. RWC's aggregate payment for work performed pursuant to the contract attached as Exhibit B shall not exceed One Hundred Thousand (\$100,000).

**2. Term**

The term of this Agreement will be from July 1, 2021 until the contract attached as Exhibit "B" expires.

## **6.B. - Page 5 of 14**

### **3. Termination of Agreement**

This Agreement may be terminated by either party at any time upon thirty (30) days' advance written notice to the other party. Upon termination, payment of all funds owing to the vendor will be paid by the City and RWC will pay any invoices issued by the City for work performed on its behalf by the vendor. Both Parties are to advise the other party immediately if funding will no longer be available for this Agreement.

### **4. Relationship of Parties**

Both Parties agree and understand that the services performed under this Agreement are performed as an independent contractor and not as an employee of the other party, and that neither the City, nor its employees, acquire any of the rights, privileges, powers, or advantages of RWC employees, and vice versa. The Parties further agree and understand that the services performed by the vendor under the attached Exhibit "B" are performed as an independent contractor and not as an employee of the City or RWC.

### **5. Performance of Work**

The vendor will perform no work on behalf of RWC or the Parties collectively unless and until RWC requests such work solely on its own behalf or expressly agrees to a request for work on behalf of both Parties in writing. For the purpose of agreeing to a request for work on behalf of both Parties in writing, electronic mail is deemed a sufficient writing.

### **6. Hold Harmless**

Both Parties shall indemnify and save harmless the other party and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services provided under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including either party's employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; or (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of either party and/or its officers, agents, employees, or consultants. Both Parties agree that to indemnify and save harmless the other party under this Section shall not apply to injuries or damage for which the other party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of both Parties to indemnify and save harmless, as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

City shall require the vendor to agree to the indemnification requirements set forth in Exhibit "B". This hold harmless provision shall survive termination of this Agreement.

### **7. Insurance**

No work shall commence related to this Agreement unless and until all insurance required by the contract as outlined in Exhibit "B", including Workers Compensation, Employers Liability, Commercial General Liability, Automobile Liability, and Professional Liability insurance has been obtained with the appropriate coverages and minimums have been approved by each party. The City shall require the vendor to agree to the insurance requirements set forth in Exhibit "B".

### **8. Compliance with Laws**

All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations. Such services shall

## **6.B. - Page 6 of 14**

also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation,

### **9. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

### **10. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

### **11. Electronic Signatures**

If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

### **12. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Redwood City:  
Deputy Fire Chief  
Redwood City Fire Department  
755 Marshall Street  
Redwood City, CA 94063  
Email: [dpucci@redwoodcity.org](mailto:dpucci@redwoodcity.org)

San Carlos:  
City Manager  
600 Elm Street  
San Carlos, CA 94070

**6.B. - Page 7 of 14**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

The City of San Carlos

By: \_\_\_\_\_  
Jeffrey Maltbie, City Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Crystal Mui, City Clerk

City of Redwood City

By: \_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Aguilar, City Clerk

**Exhibit "A"**  
**Projected Schedule and Payments**

The schedule for this work will commence on or after July 1, 2021 and extend until the full value of the contracted amount of **Two Hundred Thousand Dollars (\$200,000)** is expended or the contract attached as Exhibit B expires. In no case will the City or RWC be responsible to pay more than One Hundred Thousand (\$100,000) each for this work.

For each task under the contract attached as Exhibit "B", the vendor shall provide the City a quote. The quote shall contain the tasks to be performed, the cost, and the schedule for the work. Upon receipt of the quote, the City will review it and if approved, provide an authorization to proceed. If the quote is for work requested by RWC alone, the City will forward it to RWC for review, and if approved, provide an authorization to proceed to the City, who will then provide it to the vendor. In some cases, the cost of the work will be shared by the City and RWC, and in that case both agencies will review the quote and if acceptable to both agencies, the City will provide an authorization to proceed.

In consideration of the contract set forth in Exhibit "B", the vendor shall invoice the City for all services provided under such contract. Upon approval by the requesting party/parties, the City will pay the invoice. Upon payment of an invoice for work, requested by RWC alone or an approved request for shared work, the City will invoice RWC for the amount due for services applicable to RWC. All invoices must be paid to the City within thirty (30) days of receipt by RWC.

**Exhibit "B"**  
**Contract for Services with Vendor**

This Agreement is made and entered into as of \_\_\_\_\_ by and between the City of San Carlos hereinafter called "CITY" and \_\_\_\_\_ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY and for the City of Redwood City;
- B. That CONSULTANT is qualified to provide such services to the CITY the City of Redwood City and;

THEREFORE, the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT or termination of the Agreement. (b) Notwithstanding the provisions of (a) above, CITY may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

- 3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_) unless the performance of services and/or reimbursement of costs

and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried).

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried). Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Any additional services causing the total contract price to exceed \$75,000, shall require approval by the City Council. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder, CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder. CONSULTANT acknowledges the importance to CITY of the skill, competency, ability to appropriately work with CITY staff and expertise of individual staff assigned to the project, and accordingly the individuals assigned to the Project must be acceptable to CITY.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY and the City of Redwood City is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY or the City of Redwood City.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY’s Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, attorneys, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY, its Council, boards, commissions, officers, attorneys, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement for CITY.

CONSULTANT hereby further agrees to defend, indemnify, and save harmless the City of Redwood City (RWC), its Council, boards, commissions, officers, attorneys, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, RWC, its Council, boards, commissions, officers, attorneys, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement while providing services under this agreement for RWC.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify CITY and RWC and, its Council, boards, commissions, officers, attorneys, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

The duty of Consultant to indemnity and save harmless, as set forth herein, shall survive termination of this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance covering risks relating to CONSULTANT’s services to be performed hereunder in form subject to the approval of the City Attorney and/or CITY’s Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers’ Compensation	statutory minimum
Employer’s Liability	\$1,000,000 per accident for bodily injury or disease. CONSULTANT shall submit to City a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
Commercial General Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for

explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage must be at least as broad as Insurance Services Office form CG 00 01.

Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
<sup>1</sup> Professional Liability	\$1,000,000 per claim and if a general aggregate limit applies, general aggregate limit shall be twice the required occurrence limit.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and the City of Redwood City and each of their officers, officials, employees, and agents shall be additional insured under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37, is also required.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement.  Recommended \_\_\_\_\_ [Project Manager]  Approved \_\_\_\_\_ [Risk Manager]

Verification of Coverage

Consultant shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Consultant hereby grants to CITY a waiver of any right to subrogation which any insurer of said Consultant may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Coverage

It is a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.

Primary and Non-Contributory Coverage

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" as will not seek contribution from the CITY insurance or self-insurance and shall be at least as broad as CG 20 01 04 12.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY before the CITY insurance or self-insurance shall be called upon to protect it as a named insured.

13. CONTRACTOR acknowledges and certifies awareness of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies and agrees to compliance with such provisions before commencing the performance of the work of this agreement.

14. Non-Discrimination.

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000 (e) (17), to the end that CONTRACTOR will not exclude any person from participation in, be denied the benefits of, or be otherwise subject to discrimination from any project, program, or activity supported by this Agreement, based on the grounds of race, color, national origin, sex, disability, age, or religion,. CONTRACTOR shall comply with its EEO Certification (Form PW-7). In addition, CONTRACTOR will not

discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of San Carlos  
600 Elm Street  
San Carlos, CA 94070  
Attention: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_  
(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Business Registration. CONSULTANT agrees to comply with Chapter 5.04 of the Municipal Code and pay all fees required to be paid.
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
21. Intentionally deleted
22. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of San Carlos or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
23. Entire Agreement. Each party acknowledges that this agreement, the exhibits hereto, and the documents incorporated by reference herein constitute the complete agreement and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, verbal and written, between the parties relating to the subject matter of this agreement. This agreement may not be modified or altered except by written instrument duly executed by both parties.



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

Amendment to agreement with Community Wellness and Crisis Response Team for mental health partnership services

### **RECOMMENDATION**

By motion, approve and authorize City Manager to execute a Side Letter amending the Memorandum of Understanding for the Community Wellness and Crisis Response Team, which was originally approved by Council on January 25, 2021, to reflect the decision by the County of San Mateo to assign the role of hiring clinicians for the program to StarVista.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Healthy Community for All

### **BACKGROUND**

On January 25th, 2021, the City Council authorized Redwood City to enter into an agreement with the County of San Mateo and the cities of Daly City, San Mateo, and South San Francisco in the creation of a mental health partnership program – the Community Wellness and Crisis Response Team (CWCRT). This program will embed a clinician within police departments to optimally respond to individuals experiencing a behavioral health crisis. The pilot program is the first step toward a potential county-wide approach for supporting those experiencing behavioral health crisis. Pilot program results will be independently evaluated by the Gardner Center for Youth and Their Families at Stanford University. Staff expects that the program design will evolve over time and staff will seek opportunities to reduce police involvement in crisis calls related to behavioral health issues.

Since January, the County department assigned to the program, Behavioral Health and Recovery Services (BHRS), has been unable to hire employees to staff the clinician position. Subsequently, BHRS and the

County of San Mateo have assigned this responsibility to StarVista, an established, local, non-profit community-based organization with extensive expertise and experience in this area. As a non-profit service provider, StarVista will have greater flexibility and capacity to help staff this important position in effective and innovative ways.

### **ANALYSIS**

The amendment to the original agreement is required to institute StarVista's participation in this program. City staff have been working closely with both the County and StarVista to support recruitment and selection of qualified clinicians. StarVista staff have noted that recruitment is challenging at this time as many cities are establishing programs that enable mental health professionals to participate in crisis call response. Applications are sought on a continual basis and staff are hopeful that a qualified clinician will be hired and assigned to the City this fall.

### **FISCAL IMPACT**

There is no budgetary impact associated with this amendment.

### **ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **ALTERNATIVES**

The City Council could choose not to authorize the amendment which would cause the city to withdraw from the Community Wellness and Crisis Response Team program.

### **ATTACHMENTS**

Attachment A – Pilot Program Side Letter

**REPORT PREPARED BY:**

Ken Cochran, Lieutenant  
kcochran@redwoodcity.org  
(650) 780-7656

**APPROVED BY:**

Dan Mulholland, Police Chief  
Melissa Stevenson Diaz, City Manager

**PILOT PROGRAM SIDE LETTER AGREEMENT**

This Side Letter Agreement is entered into by and between the County of San Mateo (County), through Behavioral Health and Recovery Services (BHRS), and the Cities of San Mateo, South San Francisco, Daly City and Redwood City (collectively, the Cities).

WHEREAS, BHRS and the Cities entered into a Memorandum of Understanding (MOU) for the enactment of a Pilot Program, which was approved by the San Mateo County Board of Supervisors on January 12, 2021;

WHEREAS, BHRS conducted a four-month hiring process in furtherance of filling the four clinician positions needed to effectuate the Pilot Program;

WHEREAS, BHRS was unable to fill these roles due to fiscal and market challenges;

WHEREAS, BHRS identified a service provider, StarVista, which has enhanced capacity to meet the market needs to hire the four clinicians necessary for the Pilot Program; and

WHEREAS, BHRS wishes to assign certain duties and obligations under the MOU to StarVista.

NOW, THEREFORE, BHRS and the Cities do hereby agree as follows:

1. BHRS assigns its responsibilities under Sections 6.2, 8.3, and 8.4 of the MOU to StarVista.
  - a. All responsibilities identified under Section 6.2 of the MOU as responsibilities of a BHRS Clinician will now be the responsibility of a StarVista Clinician.
  - b. StarVista will be responsible for hiring the clinicians, pursuant to Section 8.3, and the Cities maintain entitlement to assign one member to the hiring panel.
2. BHRS will share responsibility with StarVista under Sections 5.1, 5.2, 5.3, 7, 8.1 and 8.2 of the MOU.
  - a. BHRS will be the lead entity, as between it and StarVista, for all responsibilities identified under Section 5.3.
  - b. As to Section 8.2, Conflict Resolution, StarVista will participate in the entire resolution process, starting with participation of a Supervisor in the first level of conflict resolution communications, and including the participation of the StarVista CEO should meet and confer with the Chief of Police be required.
3. The County and BHRS shall retain its obligations pursuant to Sections 9, 10, and 11.
4. Any and all other terms of the MOU not specifically identified herein which impose a duty or obligation upon BHRS or the County will ultimately rest with the County.

\*\*\* SIGNATURES ON FOLLOWING PAGE \*\*\*

IN WITNESS WHEREOF, this Side Letter is executed by the following authorized representatives of each party:

---

Scott Gilman, Director  
Behavioral Health & Recovery Services

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Date

---

Melissa Stevenson Diaz, City Manager  
City of Redwood City

---

Date

---

Drew Corbett, City Manager  
City of San Mateo

---

Date

---

Mike Futrell, City Manager  
City of South San Francisco

---

Date

---

Shawna Maltbie, City Manager  
City of Daly City

---

Date



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

Amendment No. 1 to agreement with Gilbane Building Company for project management services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions

### **RECOMMENDATION**

By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Gilbane Building Company for project management services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$53,152 for a total amount of \$2,969,196.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Healthy Community for All

### **BACKGROUND**

Since 2011, the City has embarked on reimagining the Veterans Memorial Senior Center Campus at Red Morton Park. There are a total of five separate buildings in the northern portion of the Park which includes the Veterans Memorial Senior Center (VMSC), the Gift Shop/VMSC Administration Building, the Senior Center Annex ("Old 49er Building"), the NFL Alumni Building, and Herkner Pool. All of these buildings are at various stages of decay, are inefficient in terms of energy usage, require significant maintenance obligations, and are inefficient to staff and for facility operations.

The complex of buildings receives over 150,000 annual visits, hosts dozens of senior clubs and hundreds of free or low-fee community programs each year, and serves as a "second home" for many of our honored senior citizens in Redwood City, including our veterans. Herkner Pool is a seasonal pool that only has outdoor changing spaces and showers, and is operational for just 6-8 weeks a year. Staff has, in the

past, provided contracted aquatics services using private vendors, however, the costs of maintaining and operating the pool has become too significant to retain vendors.

When the City initiated the reimagining process for these five buildings, staff were informed that the YMCA of Silicon Valley initiated their own facility scoping process so they could build a new and larger facility while retaining operations in Redwood City.

On December 14, 2011, the Parks, Recreation and Community Services (PRCS) and YMCA staff presented to the City Council a partnership agreement to consider building a joint-use intergenerational health, wellness, and recreational facility at Red Morton Park. The City Council authorized staff to move forward with the exploration of this concept and appointed a “City-Y Partnership Task Force” to provide input and feedback to staff regarding the development of a Letter of Intent (LOI) with the YMCA. The City Council approved the LOI with the YMCA on December 8, 2014.

In 2015, the City and the YMCA developed a Request for Qualifications/Proposal for Phase I of architectural services that included a full site analysis, building massing, constraints analysis, and the development of a project description. The City and the YMCA selected an architectural firm to perform this service in conjunction with the first community meeting for input about the project and specifically as to whether there was interest in preserving or rebuilding the VMSC as part of the overall project.

In October 2015, a community workshop was held and over 150 people attended. Through a facilitated input session, a majority of attendees indicated that they would prefer a new facility be built.

On June 27, 2016, the City Council approved an Exclusive Negotiating Agreement (ENA) between the City and the YMCA. The ENA allowed the City and the YMCA to exclusively negotiate the details of the joint intergenerational community center project. On November 13, 2017, the City Council approved the Professional Design Agreement with ELS Architecture and Urban Design to develop the master plan and schematic design for the project.

During 2018, the City held six public workshops and numerous stakeholder meetings that led to City Council approval of the schematic design of the project on May 21, 2018.

On September 9, 2019, the City Council approved the professional management and inspection services agreement to provide assistance during the remaining design phase, bidding, and construction. The project plans and specifications were completed and the project was advertised for construction bidding in March 2020.

On October 12, 2020, the City Council rejected all bids for the project previously received and directed staff to re-advertise the project at a later date. Due to the COVID-19 pandemic, the bond market became unstable, and it was unclear whether the City would be able to issue bonds at a favorable interest rate. Additionally, construction impacts to the adjacent neighborhood would have been especially noticeable at that time with many more residents working and attending school from home due to the pandemic. For both financial and community impact reasons, staff had determined the project construction should be delayed for at least one year.

On May 24, 2021, the City Council awarded the project to Thompson Builders Corporation contingent on the sale of bonds necessary to fund the project. The bond sale occurred in June 2021 and the City successfully acquired the necessary funds for the project.

**ANALYSIS**

Gilbane Building Company (Gilbane) was selected through a competitive qualifications and negotiation process to perform project management services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project. The City first entered into an agreement with Gilbane on September 16, 2019.

Due to the COVID-19 pandemic and the bond market being unstable at that time, the City Council approved the rejection of all bids on October 12, 2020, which then delayed the project for approximately one year. The process for rejecting bids and then restarting the process again a year later caused an unanticipated cost not included in Gilbane’s original agreement. Gilbane’s additional fees are due to the extended time from project delay.

**FISCAL IMPACT**

On May 24, 2021, the City Council approved the sale of bonds to finance Phase 1 of the Veterans Memorial Building/Senior Center-YMCA project in the aggregate principal amount not to exceed \$65,400,000 to the Redwood City Public Facilities and Infrastructure Authority. The sale of bonds and proceeds to the City was successfully completed on June 17, 2021.

The additional expenditures for construction administration related to the rejection of bid and then the restarting and award of bid for a one-year delay due to COVID-19 was anticipated in the overall project construction costs at the time for preparing the bond analysis and has been included within the financing of the project. A budget appropriation for the bond proceeds (revenue) and the associated expenditures will be proposed during FY 2021-22.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

There are no alternatives.

**ATTACHMENTS**

Attachment A – Amendment No. 1 to Agreement for Services (Gilbane Building Company)

**REPORT PREPARED BY:**

Chris Beth, PRCS Director  
cbeth@redwoodcity.org  
(650) 780-7253

**APPROVED BY:**

Chris Beth, Parks and Recreation Director  
Melissa Stevenson Diaz, City Manager

**AMENDMENT NO. 1  
TO AGREEMENT FOR SERVICES  
(Gilbane Building Company)**

This Amendment No. 1 (the "Amendment No.1 is entered into and effective as of \_\_\_\_\_ 2021 by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and Gilbane Building Company, a Rhode Island corporation ("Consultant") (collectively, the "Parties").

**RECITALS**

A. The Parties previously executed that certain Agreement for Professional Services dated as of September 16, 2019, (the "Original Agreement") (the Original Agreement and this Amendment No. 1 are collectively referred to as the "Agreement").

B. The Parties have negotiated and agreed to the terms and conditions set forth in this Amendment No. 1, including any terms and conditions of the attached Exhibit A, incorporated herein by reference

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Consultant will provide the additional services set forth in Exhibit "A", and such services will be considered part of the Services for purposes of the Agreement.

2. City will pay Consultant a flat-rate amount of Fifty-Three Thousand One Hundred Fifty-Two Dollars (\$53,152) for the completion of all the services described in Exhibit "A", which sum will include all costs or expenses incurred by Consultant. Including this Amendment No. 1, the total amount payable under the Agreement will be a not-to-exceed **amount** of Two Million Nine Hundred Sixty-Nine Thousand One Hundred Ninety-Six Dollars (\$2,969,196).

3. If all Parties agree, electronic signatures may be used in place of original signatures on this Amendment No. 1. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Amendment No. 1 based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

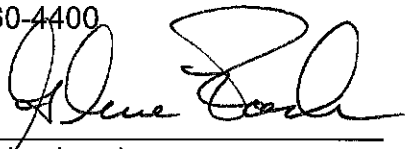
4. All other provisions of the Original Agreement will remain in full force and effect.

5. All requisite insurance policies to be maintained by Consultant pursuant to the Original Agreement will include coverage for this Amendment No. 1.

6. The individuals executing this Amendment No. 1 and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment No. 1.

*[Signature Page Follows]*

CONSULTANT  
Gilbane Building Company  
Attn: Matt Tierney  
2033 Gateway Place  
San Jose, CA 95110  
(408) 660-4400

\*By:   
\_\_\_\_\_  
(sign here)

~~\_\_\_\_\_  
Matt Tierney, Sr. Vice President  
Glenn Rock, Sr. Project Executive~~

\*\*By: \_\_\_\_\_  
(sign here)

CITY OF REDWOOD CITY, a charter city  
and municipal corporation of the State of  
California

By: \_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

ATTEST: \_\_\_\_\_  
Pamela Aguilar, City Clerk

If required by City, proper notarial acknowledgment of execution by Consultant must be attached.  
If a Corporation, Agreement must be signed by one corporate officer from each of the following  
two groups.

**\*Group A.**  
Chairman,  
President, or  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

**Otherwise**, the corporation **must** attach a resolution certified by the secretary or assistant  
secretary under corporate seal empowering the officer(s) signing to bind the corporation.

Exhibit "A"

SCOPE OF SERVICES AND FEE

Project Management re-bid process: Extended time and fees due to restart of project because of COVID-19 Project Delay.

Total Fee: \$53,152.00



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

Amendment No. 2 to agreement with ELS Architecture and Urban Design for Phase I construction administration services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions

### **RECOMMENDATION**

By motion, approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Services with ELS Architecture and Urban Design for construction administration services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$219,623, for a total contract amount of \$8,567,284.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Healthy Community for All

### **BACKGROUND**

Since 2011, the City has embarked on reimagining the Veterans Memorial Senior Center Campus at Red Morton Park. There are a total of five separate buildings in the northern portion of the Park which includes the Veterans Memorial Senior Center (VMSC), the Gift Shop/VMSC Administration Building, the Senior Center Annex ("Old 49er Building"), the NFL Alumni Building, and Herkner Pool. All of these buildings are at various stages of decay, are inefficient in terms of energy usage, require significant maintenance obligations, and are inefficient to staff and for facility operations.

The complex of buildings receives over 150,000 annual visits, hosts dozens of senior clubs and hundreds of free or low-fee community programs each year, and serves as a "second home" for many of our honored senior citizens in Redwood City, including our veterans. Herkner Pool is a seasonal pool that only

has outdoor changing spaces and showers, and is operational for just 6-8 weeks a year. Staff has, in the past, provided contracted aquatics services using private vendors, however, the costs of maintaining and operating the pool has become too significant to retain vendors.

When the City initiated the reimagining process for these five buildings, staff learned that the YMCA of Silicon Valley had initiated their own facility scoping process so they could build a new and larger facility while retaining operations in Redwood City.

On December 14, 2011, the Parks, Recreation and Community Services (PRCS) and YMCA staff presented to the City Council a partnership agreement to consider building a joint-use intergenerational health, wellness, and recreational facility at Red Morton Park. The City Council authorized staff to move forward with the exploration of this concept and appointed a “City-Y Partnership Task Force” to provide input and feedback to staff regarding the development of a Letter of Intent (LOI) with the YMCA.

The City Council approved the LOI with the YMCA on December 8, 2014.

In 2015, the City and the YMCA developed a Request for Qualifications/Proposal for Phase I of architectural services that included a full site analysis, building massing, constraints analysis, and the development of a project description. The City and the YMCA selected an architectural firm to perform this service in conjunction with the first community meeting for input about the project and specifically as to whether there was interest in preserving or rebuilding the VMSC as part of the overall project.

In October 2015, a community workshop was held and over 150 people attended. Through a facilitated input session, a majority of attendees indicated that they would prefer a new facility be built.

On June 27, 2016, the City Council approved an Exclusive Negotiating Agreement (ENA) between the City and the YMCA. The ENA allowed the City and the YMCA to exclusively negotiate the details of the joint intergenerational community center project. On November 13, 2017, the City Council approved the Professional Design Agreement with ELS Architecture and Urban Design to develop the master plan and schematic design for the project.

During 2018, the City held six public workshops and numerous stakeholder meetings that led to City Council approval of the schematic design of the project on May 21, 2018.

On September 9, 2019, the City Council approved the professional management and inspection services agreement to provide assistance during the remaining design phase, bidding, and construction. The project plans and specifications were completed and the project was advertised for construction bidding in March 2020.

On October 12, 2020, the City Council rejected all bids for the project previously received and directed staff to re-advertise the project at a later date. Due to the COVID-19 pandemic, the bond market became unstable, and it was unclear whether the City would be able to issue bonds at a favorable interest rate. Additionally, construction impacts to the adjacent neighborhood would have been especially noticeable at that time with many more residents working and attending school from home due to the pandemic.

For both financial and community impact reasons, staff had determined the project construction should be delayed for at least one year.

On May 24, 2021, the City Council awarded the project to Thompson Builders Corporation contingent on the sale of bonds necessary to fund the project. The bond sale occurred in June 2021 and the City successfully acquired the necessary funds for the project.

### **ANALYSIS**

ELS Architecture and Urban Design (ELS) was selected through a competitive qualifications and negotiation process to lead the design/development and construction documentation phase for the Veterans Memorial Building/Senior Center-YMCA Project. The City first entered into an agreement with ELS on June 26, 2018.

The City Council approved Amendment No. 1 to the original agreement on March 3, 2020 to perform construction administration services critical to the success of the project.

Due to the COVID-19 pandemic and the bond market being unstable at that time, the City Council approved the rejection of all bids on October 12, 2020, which then delayed the project for approximately one year. The process for rejecting bids and then restarting the process again a year later caused an unanticipated cost not included in Amendment No. 1 to ELS' agreement. The fees documented in Amendment 2 include the time for ELS and their consultants for the additional bid phase as well as the additional construction administration fees incurred due to the project delay.

### **FISCAL IMPACT**

On May 24, 2021, the City Council approved the sale of bonds to finance Phase 1 of the Veterans Memorial Building/Senior Center-YMCA project in the aggregate principal amount not to exceed \$65,400,000 to the Redwood City Public Facilities and Infrastructure Authority. The sale of bonds and proceeds to the City was successfully completed on June 17, 2021.

The additional expenditures for construction administration related to the rejection of bid and then the restarting and award of bid for a one-year delay due to COVID-19 was anticipated in the overall project construction costs at the time for preparing the bond analysis and has been included within the financing of the project. A budget appropriation for the bond proceeds (revenue) and related expenditures will be proposed in FY 2021-22.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

There are no alternatives.

**ATTACHMENTS**

Attachment A – Amendment No. 2 to Agreement for Services (ELS Architecture and Urban Design)

**REPORT PREPARED BY:**

Chris Beth, PRCS Director  
cbeth@redwoodcity.org  
(650) 780-7253

**APPROVED BY:**

Chris Beth, Parks and Recreation Director  
Melissa Stevenson Diaz, City Manager

**AMENDMENT NO. 2  
TO AGREEMENT FOR SERVICES  
(ELS Architecture and Urban Design)**

This Amendment No. 2 (the "Amendment No. 2") is entered into and effective as of \_\_\_\_\_, 2021 by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and ELS Architecture and Urban Design, a California corporation ("Consultant") (collectively, the "Parties").

**RECITALS**

A. The Parties previously executed that certain that certain Design Professional Agreement for Design/Development/Construction Documents for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project, dated as of June 26, 2018 (the "Original Agreement").

B. The Parties previously executed Amendment No. 1 to the Original Agreement ("Amendment No.1) dated as of March 3, 2020 (the Original Agreement and Amendment No. 1 are collectively known as the "Agreement")

C. The Parties have negotiated and agreed to the terms and conditions set forth in this Amendment No. 2, including any terms and conditions of the attached Exhibit A, incorporated herein by reference.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. City will pay Consultant an additional flat rate fee amount of Two Hundred Nineteen Thousand Six Hundred and Twenty-Three Dollars (\$219,623) for the completion of all the services described in Exhibit "A" to Amendment No. 1, which sum will include all costs or expenses incurred by Consultant. Including all amendments through Amendment No. 2, the total amount payable under the Agreement will be a not-to-exceed amount of Eight Million Five Hundred Sixty Seven Thousand Two Hundred Eighty Four Dollars (\$8,567,284).

2. If all Parties agree, electronic signatures may be used in place of original signatures on this Amendment No. 2. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Amendment No. 2 based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

3. All other provisions of the Agreement will remain in full force and effect.


4. All requisite insurance policies to be maintained by Consultant pursuant to the Agreement will include coverage for this Amendment.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

*[The remainder of this page left intentionally blank]*

CONSULTANT  
ELS Architecture and Urban Design  
Clarence Mamuyac  
President and CEO  
2040 Addison Street  
Berkeley, CA 94704

\*By:

  
(sign here)

Clarence Mamuyac, President and CEO

\*\*By:

  
(sign here)

GERALD NAVARRO, CFO

CITY OF REDWOOD CITY, a charter city  
and municipal corporation of the State of  
California

By:

\_\_\_\_\_

Melissa Stevenson Diaz, City Manager

ATTEST:

\_\_\_\_\_  
Pamela Aguilar, City Clerk

If required by City, proper notarial acknowledgment of execution by Consultant must be attached.  
If a Corporation, Agreement must be signed by one corporate officer from each of the following  
two groups.

**\*Group A.**  
Chairman,  
President, or  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

**Otherwise**, the corporation **must** attach a resolution certified by the secretary or assistant  
secretary under corporate seal empowering the officer(s) signing to bind the corporation.



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 27, 2021

#### **SUBJECT**

Approve Live Performance Agreement between the City of Redwood City and Zoppe Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots

#### **RECOMMENDATION**

1. By motion, approve the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppe Circus in an amount not to exceed \$311,910; and
2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.

#### **STRATEGIC PLAN GUIDING PRINCIPLE**

Economic Vitality

#### **BACKGROUND**

Since 2008, the City of Redwood City has presented Zoppe Circus. The addition of a family friendly program at the end of October helped to extend the season of events, and provided an incredible draw to Redwood City. The Parks, Recreation and Community Services (PRCS) Department staff worked alongside a consultant (Labadie Productions) to host and coordinate the operations for Zoppe Circus. The inaugural year of the Circus realized a net loss of \$35,927 for one week of performances. However, we received rave reviews, sold over 3,000 tickets and knew that with some modifications, we could eventually turn a profit. In 2010, with two weeks of performances and almost 7,000 tickets sold, PRCS staff was able to take over management of the Circus and cover the entire costs of the circus. In 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and even in 2020 with a modified show PRCS was able to realize a profit. In 2013, due to Downtown development projects, the Circus was relocated to Red Morton Park and was extended to 3 weekends after maxing out ticket sales for two weekends of shows.

## ANALYSIS

This year, the PRCS Department coordinated with the Downtown Business Group, the Redwood City Improvement Association, the Redwood City Library and the Economic Development Division of the City Manager's Office to bring the Circus performances back to Downtown. The regular performances will help bring an influx of people into Downtown to support business recovery following pandemic-related restrictions. Staff would like to hold the circus in Library Lot B and enter into a Live Performance Agreement between the City and Zoppe for a not-to-exceed amount of \$311,910. The Circus is proposed to be held for seven weekends this year reflecting the success of ongoing programming as experienced last year. Ticket prices are significantly lower for midweek performances and higher for weekend performances, which are traditionally filled. This continues a successful practice which supports access to the Circus with varied pricing and which maximizes revenue to ensure that all costs are covered. Ticket sales proceeds help fund other community events, as planned through the City's Downtown Events Sustainability Plan.

PRCS staff has worked with Library staff to limit impacts to Library operations. Most parking in Library Lot B will be eliminated throughout the Circus run. Additionally, Library Lot C, (the parking behind the Library and along Pennsylvania Avenue) will have some spaces utilized by the Circus. Library staff has requested that parking time limits in Lots A, B and C be limited to 1 hour parking during the Circus run to accommodate Library patrons. Community Development and Transportation (CDT) staff will make changes to the parking meters to temporarily limit paid time to 1 hour for these lots while the Circus is using Library parking spaces.

## FISCAL IMPACT

The Live Performance Agreement with Zoppe Circus is a not-to-exceed amount of \$311,910. Staff estimates an additional \$50,000 will be needed for marketing, equipment and supplies, and staffing costs to support the seven weeks of performances for a total cost of \$361,910. Revenue is estimated at \$450,000 based on ticket sales from last year's shows and the multi-year trend we have realized. A midyear budget amendment will be submitted to account for the estimated cost and associated revenues.

## ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

## PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council could choose not to enter into the Agreement and do not hold the Zoppe Circus this year, in which case no modification of parking time limits in the Library parking lots is necessary.

The City Council could choose to enter into the Agreement for the Circus Performances but do not modify parking time limits in the Library parking lots.

**ATTACHMENTS**

Attachment A – Live Performance Agreement with Zoppe Circus

Attachment B – Resolution of the City Council of the City of Redwood City Establishing a Temporary One-Hour Time Limit on the Use of Parking Spaces in Library Lots A, B, and C

**REPORT PREPARED BY:**

Lucas Wilder, Assistant Director  
lwilder@redwoodcity.org  
(650) 780-7340

**APPROVED BY:**

Chris Beth, Parks and Recreation Director  
Melissa Stevenson Diaz, City Manager

**LIVE PERFORMANCE AGREEMENT  
(Zoppé Family, Inc.)**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Redwood City, a charter city and municipal corporation of the state of California( "City"), Kerby Lovallo of New World Classics, an artist management company ("Agent") and Zoppé Family, Inc., an Italian Theatrical Circus, ("Performers") (collectively, the "Parties").

**RECITALS**

- A. Performers are a family-owned Italian Theatrical Circus founded in 1842.
- B. In 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020 the Parties entered into agreements bringing Zoppé Circus performances to Redwood City, which have received satisfactory levels of patronage.
- C. The City desires to sponsor the return of Zoppé Circus to Redwood City to perform up to 81 shows in October and November 2021. Hosting the event provides the public benefit of bringing activity and commerce to the Redwood City area.
- D. Agent is a classical arts manager, who will secure Performers' services on behalf of the City.
- E. The City is entitled to all ticket sale revenues resulting from Performers' shows.

**NOW, THEREFORE**, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

- 1. Services. Performers agree to provide performances to be held in a one-ring circus tent, starring Nino the clown, with acrobatics, equestrian showmanship, canine capers, clowning, and audience participation ("Performances"), the dates, times, and locations of which are more fully described in Exhibit "A."
- 2. Place of Performances. The Performances will take place in City-owned parking lot located at the corner of Jefferson Avenue and Middlefield Road and adjacent to the Redwood City Public Library in downtown Redwood City (the "Place of Performance").
- 3. Schedule of Performances. The Performances will take place pursuant to the schedule set forth in Exhibit "A" (the "Schedule of Performances").
- 4. Compensation. Compensation will be calculated and paid as follows:
  - a) Upon execution of this, Agreement and following Performers' compliance with Section 17 "Insurance," City will pay Performers Seventy One Thousand Nine Hundred and Ten Dollars (\$71,910) by check made payable to New World Classics. Payment of this amount will be mailed to Agent at the address listed in Section 9 "Notice."

- b) Upon arrival of Performers to the Place of Performance for setup on October 4, 2021, as set forth in Exhibit "A," Schedule of Performances, City will pay Performers Fifty Thousand Dollars (\$50,000.00) via check made payable to: Zoppè Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppè at the Place of Performance by a City representative.
- c) On October 18, 2021, as set forth in Exhibit "A," Schedule of Performances, the City will pay Performers Forty Five Thousand Dollars (\$45,000.00) via check made payable to: Zoppè Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppè at the Place of Performance by a City representative.
- d) On November 1, 2021, as set forth in Exhibit "A," Schedule of Performances, the City will pay Performers Forty Five Thousand Dollars (\$45,000.00) via check made payable to: Zoppè Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppè at the Place of Performance by a City representative.
- e) On November 15, 2021, as set forth in Exhibit "A," Schedule of Performances, the City will pay Performers Forty Five Thousand Dollars (\$45,000.00) via check made payable to: Zoppè Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppè at the Place of Performance by a representative.
- f) On November 22, 2021, as set forth in Exhibit "A," Schedule of Performances, the City will pay Performers Forty Five Thousand Dollars (\$45,000.00) via check made payable to: Zoppè Family, Inc. Payment of this amount will be hand delivered to Giovanni Zoppè at the Place of Performance by a City representative.
- g) Within thirty (30) days after the final Performance, Performers and/or Agent may be entitled to the following additional compensation as set forth below:
  - i. If total gross retail ticket sale revenues are between \$620,000 and \$659,999, Performers will be paid a bonus of \$5,000; OR
  - ii. If total gross retail ticket sale revenues exceed \$660,000, Performers will be paid a bonus of \$10,000.

Such additional payment, if any, will be paid by check made payable to New World Classics. Payment of this amount, if any, will be mailed to Agent at the address listed in Section 9 "Notice."

- h) In no event will total compensation exceed Three Hundred Eleven Thousand Nine Hundred and Ten Dollars (\$311,910) without written amendment to this Agreement.

5. Exclusive Performance(s). Performers agrees that they will not accept any other engagement for a performance of any sort or kind during a period of 60 days prior to or 60 days following the performance(s) hereinabove described within a radius of 50 miles

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from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of the City. In the event of a performance of any sort or kind in the above-specified area within a 75 day period following the performance(s) defined hereinabove, no announcement of that performance may be made until after the performance(s) described hereinabove, or any portion or portions thereof, may be canceled by the City, and such cancellation will be without prejudice to City's other rights and remedies hereunder.

6. Arrival and Set-Up Time. Performers must arrive no later than one hour prior to the first performance time on each date specified in Exhibit "A." At least one hour prior to the time of the first performance of the day, the City will provide Performers and their designated representatives' sufficient access to the Place of Performance for set-up and sound check.

7. Technical Requirements. The City will provide the technical requirements as set forth in the Technical Rider attached hereto as Exhibit "B."

8. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of performance of the Performances, or in any event no later than November 30, 2021.

9. Notice. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Performers under this Agreement.

For Agent and Performers:  New World Classics Attn: Kerby Lovallo 245 Union Street, Bennington, VT 05201 Phone: 860-944-1901 kl@newworldclassics.com	For the City:  Redwood City Parks, Recreation, and Community Services Attn: Lucas Wilder 1400 Roosevelt Ave. Redwood City, CA 94061 Phone: 650-780-7340 /Fax: 650-368-5087 lwilder@redwoodcity.org
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Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular, certified mail, electronic mail, or by personal service. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

10. Recording or Televising Performances. The City will not record, broadcast, televise, videotape, photograph, film or otherwise extend beyond the Place of Performance the Performances without the prior written consent of Performers.

11. Force Majeure; Cancellation. If Performers are unable to perform any engagement set forth in the Schedule of Performance as a result of a strike, epidemic, Act of God, war, or similar force majeure, all parties named above are relieved of their respective obligations under this Agreement, and no named party may make a claim of damages against the other. In this event, all parties will make their best effort to reschedule the performance(s) within one (1) year of the date of the original performance. Inclement weather does not relieve the City from its obligations provided that 1) the City does not otherwise

## 6.F. - Page 7 of 16

determine that the weather provides unsafe conditions; and 2) Performers are ready and able to perform the engagement. If the City cancels the engagement for any reason other than those described as acceptable in this paragraph, the Performance Fee remains payable in full.

12. Merchandise. During the performances, Agent and Performers may sell albums, tapes, compact disks, and other promotional materials ("Merchandise") EXCEPT food and beverages on the premises, retaining all proceeds associated therewith. The City agrees to provide an area for the sale of the Merchandise. For the avoidance of doubt, the parties acknowledge and agree that nothing in this Section will prohibit the City of Redwood City from selling food and beverages on the premises during the Performances. The parties further acknowledge and agree that neither Agent nor Performers will share in any proceeds from such sales.

13. Licenses / Permits. City is responsible for obtaining all licenses and permits as may be required to present the Zoppé Circus at the Place of Performance. Notwithstanding the above, prior to selling Merchandise on the premises, Performers must obtain a Business License from the City of Redwood City.

14. Compliance with Law, Rules, and Regulations. Performers will comply with all applicable federal, state and local non-discrimination laws and maintain all licenses required by State, Federal, and local governments and regulatory agencies to complete the Performances. Performers will comply with all federal, state and local health orders, including but not limited to those pertaining to the COVID-19 pandemic.

15. Obligation of Performers to Provide Labor and Materials. Except as otherwise provided herein, Performers will supply and furnish all necessary labor and materials necessary to carry out their obligations under this Agreement.

16. Indemnification. Performers and Agent will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Performances, caused in whole or in part by the willful misconduct or any negligent act or omission of the Performers, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The Parties expressly agree that this section will survive the expiration or early termination of the Agreement.

17. Insurance. Performers will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property, which may arise out of or in connection with execution of the Performances by Performers or Performers' agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

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17.1 Coverages and Limits. Performers, at their sole expense, will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney, approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Performers' indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Performers pursuant to this Agreement are adequate to protect Performers. If Performers believe that any required insurance coverage is inadequate, Performers will obtain such additional insurance coverage, as Performers deem adequate, at Performers' sole expense.

17.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

17.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

17.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Performers have no employees and provides, to City's satisfaction, a declaration stating this. Performers will provide a waiver of subrogation in favor of the City from their Worker's Compensation and Employer's Liability carrier.

17.2. Additional Provisions. Performers will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

17.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance: City, its officers, agents, volunteers and employees will be named as additional insureds.

17.2.2 Performers will obtain occurrence coverage.

17.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

17.2.4. If any of the above insurance policies are "claims made" policies, then Performers will, in addition, for each such policy, provide additional insurance coverage providing an additional two year extended reporting period for all claims arising out of the performance of this Agreement.

17.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Performers or their Agent will furnish certificates of insurance and endorsements to City.

17.4 Failure to Maintain Coverage. If Performers fails to maintain any of these insurance coverages, then City will have the option to declare Performers in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Performers are responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Performers or deduct the amount paid from any sums due Performers under this Agreement.

17.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

17.6 Primary Coverage. For any claims related to the Services and this Agreement, the Performers' insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Performers' insurance and not contributory with it. Performers will submit an endorsement evidencing that their Commercial General Liability Insurance and Automobile Liability Insurance coverages are primary and non-contributory.

17.7 Reduction in Coverage/Material Changes. Performers will notify City thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

17.8 Cross Liability Endorsement. Performers will provide the City with a cross liability endorsement(s) or severability of interests endorsement(s) from Performer's Commercial General Liability carrier(s) in favor of the City.

18. Status of Performers. Performers will execute the Performances as independent contractors and not as an employee of City. The persons used by Performers to provide services under this Agreement will not be considered employees of City for any purposes.

19. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

20. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Performers or Agent without the prior consent of City, which will not be unreasonably withheld.

21. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

22. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have by their duly authorized representatives, executed this agreement as of the day and year first above written.

CITY:

CITY OF REDWOOD CITY  
a charter city and  
municipal corporation of  
the State of California  
1017 Middlefield Road  
Redwood City, CA 94063

By: \_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

ATTEST:

\_\_\_\_\_  
Pamela Aguilar, City Clerk

PERFORMER & AGENT:

Zoppé, an Italian Theatrical Circus  
Attn: Kerby Lovallo, New World Classics  
Agent for Zoppé  
245 Union Street  
Bennington, Vermont 05201

\*By: 

\*\*By: 

Zoppé Circus (Performer)

Kerby Lovallo (Agent)

Printed Name: Giovanni Zoppé

Printed Name: Kerby Lovallo

Title: Producer, ZFI

Title: Director, New World Classics

If required by City, proper notarial acknowledgment of execution by Performers must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**  
Chairman,  
President, **or**  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

**Exhibit "A"**  
**Schedule of Performances**

**Arrival and Set-up**                      Friday, October 1, 2021

**Set up and Rehearsal**                October 2-7

**Performances**

Thursday October 7 – One Performance, Dinner Show (no bleachers)

Friday October 8 – 4pm & 7pm

Saturday October 9 – 12pm, 3pm & 7pm

Sunday October 10 - 12pm, 3pm & 6pm

Wednesday October 13 – 6:30pm

Thursday October 14 - 6:30pm

Friday October 15 - 4pm & 7pm

Saturday October 16 - 12pm, 3pm & 7pm

Sunday October 17 - 12pm, 3pm & 6pm

Wednesday October 20 – 6:30pm

Thursday October 21 - 6:30pm

Friday October 22 - 4pm & 7pm

Saturday October 23 - 12pm, 3pm & 7pm

Sunday October 24 - 12pm, 3pm & 6pm

Tuesday October 26 – 6:30pm (or possible skip of this day)

Wednesday October 27 – 6:30pm

Thursday October 28 - 6:30pm Friday October 29 - 4pm & 7pm

Saturday October 30 2 - 12pm, 3pm & 7pm

Sunday October 31 3 - 11am & 2pm

Tuesday November 2 – 6:30pm (or possible skip of this day)

Wednesday November 3 – 6:30pm

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Thursday November 4 - 6:30pm

Friday November 5 - 4pm & 7pm

Saturday November 6 - 12pm, 3pm & 7pm

Sunday November 7 - 12pm & 3pm & 6pm

Tuesday November 9 – 6:30pm (or possible skip of this day)

Wednesday November 10 – 6:30pm

Thursday November 11 – 12pm, 3pm & 6:30pm

Friday November 12 - 4pm & 7pm

Saturday November 13 - 12pm, 3pm & 7pm

Sunday November 14 - 12pm & 3pm & 6pm

Tuesday November 16 – 6:30pm (or possible skip of this day)

Wednesday November 17 – 6:30pm

Thursday November 18 - 6:30pm

Friday November 19 - 4pm & 7pm

Saturday November 20 - 12pm, 3pm & 7pm

Sunday November 21 - 12pm & 3pm & 6pm

**Clean-up and Departure** November 22 – November 29

**Exhibit "B"**  
**Technical Rider**

In addition to the compensation agreement to retain Zoppé Circus, the City will provide staff time, labor, and materials, for the items below. The City's Parks and Recreation Services Department will manage the marketing, advertising, tent set up / tear down, clean up, access to electricity and water, and purchase/rental of equipment and supplies, food and beverage concessions, ushers, and ticket sales for Zoppé Circus.

City will provide the following:

**1) FREE PARKING FOR RECREATIONAL VEHICLES**

Reserved space near the performance area for up to five (5) R.V.'s upon arrival, including:

**A) Electricity in R.V. Area**

Six (6) Electrical Edison outlets with 20 amp breakers each outlet in the R.V. parking location. If non-animal R.V.'s are not able to park next to the tent area, additional power and lights will be required in that area.

**B) Water**

Water faucet connection for garden hose near R.V. parking. If system uses a key, PERFORMERS are to be given the key upon arrival. PERFORMERS will return key to CITY prior to vacating the premises. Standard hose coupling is acceptable.

**C) Animal Parking**

Animal vehicles should be permitted to park by the circus tent. If R.V. trailer parking is located in an area other than by the circus tent, additional electric and water is required. Dumpster should be placed close to the animal parking in the location PERFORMERS designate upon arrival.

**2) EMERGENCY INFORMATION**

CITY will give PERFORMERS a list containing the names and phone numbers of local veterinarians, blacksmiths (for horseshoes) and hospitals to be used in case of emergency. Directions from the performance area to the hospital will be provided upon PERFORMERS' arrival.

**3) ANIMAL REQUIREMENTS**

**A)** Six (6) bales of regular grass hay with two (3) additional bales of regular grass hay needed per performance day Forty Five (45) bags of kiln-dried wood shavings, with four (4) additional bags needed per performance day.

**B)** If site is not grass, Presenter to provide one load of dirt (8 cubic yards on a level surface, 14 c yds on a pitched surface) (baseball diamond dirt is best - 60% sand, 20% clay, 20% dirt), and additional bags of shavings may be needed.

**C)** One (1) eight yard dumpster for animal waste should be placed close to animal parking in the location PERFORMERS designate upon arrival. This will also be

used for disposal of trash from the performances and performers. If local codes require trash and animal waste to remain separate, then two (2) dumpsters are required.

#### 4) PERFORMANCE REQUIREMENTS

##### A) Performance Space

A space measuring approximately 172' diameter circle (150' diameter is the minimum), is required for the set-up of the tent. Additional space is required for the living quarters for the performers and their animals. This space should be free and clear of all obstacles, and it is preferable that the space is a grass lot. CITY should make PERFORMERS aware of any underground obstacles (such as water pipes, electrical or gas lines) prior to the set-up of the tent. City is responsible for obtaining all licenses and permits as may be required to host Performers at the designated location.

##### B) Power 220 single-phase 200 amp electrical service is required for use by the PERFORMERS for the lighting, sound, and electricity for the circus tent and for the performers' living quarters.

#### 5) MISCELLANEOUS

##### A) Set-up Assistance

A minimum of 6 able-bodied persons to help with the set-up and take down of the tent. Time of set-up and take down will be determined by the PERFORMERS. Set-up is approx. 10 hours, Strike is approx. 6 hours; bleacher assembly is approx. 6 hours.

##### B) Accommodations

Up to two (2) recreational vehicles may be required to be supplied by the CITY. CITY will be notified no later than one (1) month prior to performance date as to whether these items are in fact needed.

##### C) Ushers, Ticket-takers, Concessions

Performers provide ushers. If the City wishes, the City can also provide ushers. The City provides concession sales, ticket takers and people to sell tickets at the door. Performers sell souvenirs only. Prior to selling merchandise on the premises, Performers must obtain a Business License from the City of Redwood City.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ESTABLISHING A TEMPORARY ONE-HOUR TIME LIMIT ON THE USE OF PARKING SPACES IN LIBRARY LOTS A, B AND C**

**WHEREAS**, Chapter 20, Article VII, Division 6 of the Redwood City Code regulates off-street public parking; and

**WHEREAS**, the City has been presenting the Zoppe Circus (“the Circus”) since 2008 and plans to present the Circus again during October and November of 2021; and

**WHEREAS**, the Circus will be held in a portion of Library Lot B and the Circus will be occupying a portion of Library Lot C to store equipment and stage the production, thus impacting available parking resources for Library customers; and

**WHEREAS**, imposing a temporary one-hour time limit on the use of parking spots in Library Lots A, B and C between October 1, 2021 and November 24, 2021 will serve the public interest by ensuring Library customers have greater access to parking spots that aren’t occupied by the City’s Circus activities.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES RESOLVE AS FOLLOWS:**

1. The City Council hereby finds and determines that the foregoing recitals are true and correct.
2. The City Council hereby imposes a temporary one-hour parking limit in Library Parking Lots A, B and C beginning on October 1, 2021 and ending on November 24, 2021.
3. This resolution is repealed effective November 25, 2021, at which time there will no longer be a one-hour time limit on the use of parking spots in Library Lots A, B and C.
4. This resolution shall become effective immediately upon adoption.

\* \* \*



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

2021-2022 Extended Day Learning Services Agreement between the City of Redwood City and the Redwood City School District

### **RECOMMENDATION**

By motion, approve and authorize the City Manager, or designee, to execute the Agreement for Services Between the Redwood City School District and the City of Redwood City.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Children and Youth

### **BACKGROUND**

The Parks, Recreation and Community Services (PRCS) Department, in partnership with the Redwood City School District (District), operates After School Learning Programs directly on school campuses to approximately 600 children in Redwood City. The City has been a partner with the District for the past 23 years serving children who have been specifically identified as needing academic and homework support and/or who would benefit from social and recreational enrichment programs. Adelante Selby, Orion Alternative, Henry Ford and Roosevelt Elementary include after school academic and homework support, recreation and enrichment activities such as life skills, health and wellness, and community service. The majority of funding for the programs comes from the state After School Education and Safety Grant (ASES) and 21<sup>st</sup> Century Community Learning Federal Grant managed by the District.

**ANALYSIS**

For the past 23 years of operating After School Programs in partnership with the School District, the City has contributed staffing and operational resources annually via the PRCS operating budget to meet ASES grant matching requirements. The programs support the City Council’s Strategic Initiative of Youth.

PRCS continues to make a significant difference in lives of children who needs homework support, academic enrichment, social and emotional support and health and recreation opportunities.

**FISCAL IMPACT**

Under the agreement between the City and the School District, the City provides matching funds for the program, as has been the case since the partnership began in 1998. The anticipated grant revenue of \$546,795.28 plus the estimated \$500,000 in participant fees equals \$1,046,795.28 offset the associated expenses of \$1,508,2222 which includes \$240,000 to help subsidized fees to ensure all families have equitable access to after school programs. Funding is included in the FY 2021-2022 Adopted Budget for the Parks, Recreation and Community Services Department.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council may choose not to enter into the agreement.

**ATTACHMENTS**

Attachment A – Agreement for Services between Redwood City School District and The City of Redwood City

**REPORT PREPARED BY:**

Adilah Haqq, Recreation Manager  
asmith@redwoodcity.org  
(650) 780-7315

**APPROVED BY:**

Chris Beth, Parks and Recreation Director  
Melissa Stevenson Diaz, City Manager

**AGREEMENT FOR SERVICE BETWEEN THE REDWOOD CITY SCHOOL DISTRICT AND THE CITY OF REDWOOD CITY**

This Agreement is made as of this day of July 30, 2021 by and between Redwood City School District (“RCSD”) and the City of Redwood City (“CONTRACTOR”) to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The CONTRACTOR agrees to provide services to the RCSD in accordance with the terms and conditions of this Agreement.

The CONTRACTOR agrees to provide extended day academic and enrichment services (in person or virtually, as shall be determined by RCSD and may be subject to change at any time for the duration of the COVID-19 pandemic) as described in the RCSD Expanded Day Program & School Minimum Expectations in Attachment A and RCSD Expanded day Policies and Protocols in Attachment B at the following school sites: Orion Alternative and Mandarin Immersion, Adelante Selby, Henry Ford, and Roosevelt. The RCSD will provide the necessary support to the CONTRACTOR as described in Attachment B. If applicable, the CONTRACTOR will refer to families, who participate in the U.S. Department of Education’s 21 Century Community Learning Center (“21<sup>st</sup> CCLS”) initiative to existing literacy and related educational development services.

The CONTRACTOR and RCSD agree to modify services in accordance to any emerging state guidance for reasons related to COVID-19 health guidance which includes, but not limited to: flexibility with student ratios, suspended grant reductions due to attendance goals, suspended restricted hours of operation, and flexibility between in-person and Distance learning services.

The CONTRACTOR agrees to utilize the computer system (City Span) provided by the RCSD to enter daily attendance. Any technical difficulties associated with utilizing this system will be reported within 72 hours.

The CONTRACTOR agrees to abide by the Data Sharing MOU as described in

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Attachment C. Any additional data or changes on data sharing as desired by either party will need Superintendent Approval.

The CONTRACTOR agrees to develop site-specific protocols for collaboration within the framework of the program, which may include but are not limited to: materials, space and equipment sharing guidelines, communication protocols, shared goals, and others. Any site-specific agreement will be in compliance with this contract and its attachments.

### 2. TERM OF AGREEMENT

The term of this Agreement is from July 1, 2021 through June 30, 2022

### 3. COMPENSATION

#### A. Base Compensation (School Days)

The CONTRACTOR agrees to perform all the services of this agreement during the school days as established in the school calendar approved by the Governing Board and for an amount not to exceed \$493,274.55 subject to contingency provision on section 18 of this agreement. Requirements for compensation for this Agreement are described in Attachment B.

School	ASES	21st CCLC	RCSD	TOTAL	Number of Students
Adelante Selby	\$149,982.54	\$82,101.13		\$232,083.67	182
Henry Ford	\$81,449.67			\$81,449.67	60
Orion/ Mandarin			\$67,000.00	\$67,000.00	50
Roosevelt	\$112,741.21			\$112,741.21	83
Total	\$344,173.42	\$82,101.13	\$67,000.00	\$493,274.55	375

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B. Supplemental Compensation ( Non-School Days)

The CONTRACTOR agrees to perform all the services of this Agreement during the non school days (summer) and for an Amount not to exceed \$53,520.73, subject to contingency provision on section 18 of this agreement requirements for compensation for this Agreement as described in Attachment B. Student enrollment goals are based on a 6 hour program.

School	ASES	21st CCLC	RCSD	TOTAL	Number of Students
Adelante Selby	\$23,770.73	\$29,750.00		\$53,520.73	99

4. PAYMENT

The billing period under this Agreement will be from July 1, 2021 to June 30, 2022. The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each semester. Payment of invoice(s) is subject to the contingency provision on Section 18. The CONTRACTOR is responsible to comply with all state, federal, grant and tax requirements, which is the CONTRACTOR’S sole responsibility.

If the RCSD fails to receive full anticipated payment from California Department of Education, After School Education and Safety Program (“ASES”) and/or the U.S. Department of Education’s 21st Century Community Learning centers grant funding for the 2021-2022 school year due to CONTRACTOR not meeting enrollment and daily attendance expectation as expressed in the Agreement and Attachment A, the RCSD shall send an invoice to the CONTRACTOR for the difference in funding due to any student attendance shortfall. Contractor shall reimburse this amount to the RCSD within thirty (30) days of receipts of the invoice from the RCSD.

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#### 5. EQUIPMENT AND MATERIALS

The CONTRACTOR shall provide all equipment, materials, and supplies necessary to perform the academic and enrichment services for the RCSD in accordance with the terms, conditions and specifications set forth herein and in Attachments A and B.

#### 6. USE OF SUBCONTRACTORS

The CONTRACTOR shall not assign this Agreement or a portion thereof to a third party without the prior written consent of RCSD.

#### 7. LICENSES AND PERMIT

The CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

#### 8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES:

The CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to the performance of the work required under this agreement and shall execute all necessary certifications of compliance therewith.

#### 9. RELATIONSHIP OF THE PARTIES

The CONTRACTOR agrees and understands that the work/services performed under this agreement are performed as an independent contractor and not as an employee of RCSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of RCSD employees.

#### 10. WORKERS' COMPENSATION INSURANCE

The CONTRACTOR shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage

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11. INSURANCE

The CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect the CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR operations under this Agreement, whether such operations are by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, CONTRACTOR agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

Comprehensive General Liability .... \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)

Motor Vehicle Liability Insurance ... \$1,000,000 (to be checked if motor vehicle used in performing services)

Professional Liability.....\$1,000,000 (to be checked if Contractor is a licensed professional)

12. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, or national origin.

14. HOLD HARMLESS

The CONTRACTOR agrees to indemnify and defend RCSD and its employees and agents

from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of CONTRACTOR and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from CONTRACTOR's failed to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

Conversely, RCSD agrees to indemnify and defend the CONTRACTOR and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of RCSD and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from CONTRACTOR's failure to comply with any law, regulation or ordinance, including but not limited to those listed in this Agreement.

#### 15. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediated settlement are reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in the mediation and maintaining a good faith attempt to reach a mediated resolution.

#### 16. GOVERNING LAW

This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this agreement shall be venue in the County of San Mateo.

#### 17. TERMINATION

RCSD may at any time terminate this Agreement upon written notice to the CONTRACTOR. The RCSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination, subject to contingency provision in Section 18. In addition, RCSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of its obligations under this Agreement. In the event of termination for cause, RCSD may secure the required services from another contractor. If the cost to RCSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

18. CONTINGENCY

Notwithstanding the foregoing, or any language to the contrary, the RCSD and CONTRACTOR agree and acknowledge that this Agreement and the parties' respective obligation thereunder are entirely contingent upon the RCSD's receipt of anticipated grant funding from the California Department of Education, (ASES) After School Education and Safety Program and the U.S. Department of Education's 21<sup>st</sup> CCLC initiative for the 2021- 2022 school year and subsequent years, in an amount sufficient to cover the sum set forth above. If the RCSD does not receive the anticipated funding, it may reduce the scope of this Agreement, or terminate it at the RCSD's sole option, with no penalty to either party.

19. HEALTH AND SAFETY ASSURANCE:

CONTRACTOR: represents and warrants that it will comply with and be solely responsible for the implementation of the cleaning and disinfection protocol established by the District to control the spread of the novel coronavirus (COVID-19), as detailed in Attachment D hereto. CONTRACTOR shall provide at its sole cost and expense all equipment and materials necessary to implement the COVID-19 cleaning and disinfecting protocol in Attachment D.

20. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

[Signature Page Follows]

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Redwood City School District

Contractor



Priscilla Aquino-Dichoso  
CBO, RCSD

\_\_\_\_\_  
Name: Melissa Stevenson Diaz  
City Manager  
City of Redwood City  
Address: 1017 Middlefield Road  
City: Redwood City Zip: 94063

Dated: 8/17/2021

Dated: \_\_\_\_\_



John Baker, Ed. D  
Superintendent

Dated: 8/17/2021

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## **REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAM POLICIES & PROCEDURES**

### **ATTENDANCE**

Attendance policy is dictated by the California Department of Education. Programs must maintain a minimum eighty-five percent attendance rate for each of the funding streams. If program attendance drops below 85% during two calendar years, (four attendance periods), the grant will be recalculated and reduced. If program attendance drops below 75% at any of the attendance periods, the grant will be reduced accordingly. Dual funded sites need to achieve 85-100% attendance in ASES and 85-100% in 21<sup>st</sup> CCLC.

The state After School Education and Safety grants program requires program attendance to be reported twice a year – January 31 and July 31. Providers will also submit a copy of a Cityspan report verifying the numbers they submit and sign this copy of the report agreeing to the reported numbers. In order to have time to review and submit the forms to the state, the forms must be completed by the provider and returned to the After School Coordinator two weeks in advance of the state due date.

### **ATTENDANCE FORMS ARE DUE TO THE DISTRICT:**

**January 15** – for period July 1 – December 31

**July 15** – for period January 1 – June 30

Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the reporting period. For example, if 30 students participated Monday, 40 Tuesday, 35 Wednesday, 40 Thursday and 20 Friday, then the total students served that week is 165. The form also asks for the number of days the program was in operation during the program period.

For middle school programs, although the state only requires students to attend 3 days per week, your attendance rate is based on a 5-day a week program. Thus if students only attend 3 days a week, you must fill the other two days with students to achieve maximum attendance.

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Each provider must keep accurate and detailed attendance records that support the attendance reported to the

District, the state and federal government. Records should be kept for at least 5 years. These records shall be made available to the District at the District's request.

It is the contractor's responsibility to make sure all attendance information is submitted accurately and it is identical to the Cityspan system.

**FISCAL**

Each provider will enter into contract with the District as a contractor of the Expanded Day program. The contract's potential grant award amount is 85% of the grant award unless agreed to otherwise by the District and provider. The 85% dedicated to contracts should be used for direct services to pupils. The District retains 15% of the total grants for administrative costs, which includes any indirect costs.

Supplemental Funds are awarded at the same rate as the Base Grant. Programs willing to provide 6 hours of programming during summer need to notify the District which will get authorization from the State to adjust reimbursement rate from \$7.50 to \$15.00.

Each provider shall submit invoices to the District for payment. Invoices should be directed to the ASES Grant Manager and received bi-annually.

**INVOICES ARE DUE TO THE DISTRICT BY:**

**January 15** – for period July 1 – December 31

**July 15** – for period January 1 – June 30

Invoices should reflect services provided during the billing period. The amount of each invoice should reflect the earned attendance reimbursement for that period.

Providers are required to keep accurate fiscal records of grant expenditures and required matching funds. These records shall be made available to the District at the District's request.

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**STAFFING**

The California Department of Education also dictates many staffing requirements, including:

§ Each program employs an after school program site coordinator for each site.

§ The selection of the Site Coordinator must be approved by the school principal

§ Programs must maintain an adult-student ratio of 1:20.

§ All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

**Redwood City School District Instructional Aide requirements:**

● 2 years of college – 48 units

**OR**

● High School Diploma/GED **AND** pass District Instructional Aide Exam (75% is passing grade)

§ All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students

§ All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff needs to take the mandated reporter training once a year.

The Redwood City School District also requires that:

§ Site Coordinators are not in ratio (unless there is a staff shortage or other need) and work a minimum of 30 hours per week at the school site.

§ At the full Community Schools and part- Community Schools (Garfield, Hoover, Kennedy, Taft) the Community School Coordinator will be involved in the selection of the Site Coordinator, and will be the contact person for the provider. At all other schools the principal will fulfill this role. § Program staff will have the following:

- o Classroom management skills
- o Ability to help students with homework in a way that helps students improve their learning
- o Cultural competency and sensitivity to the unique needs of the school population
- o Ability to successfully work with high needs students including special education students

By the end of the month of September, each provider shall turn a list of staff and their qualifications in meeting the Instructional Aide requirements. Staff who need to take the exam have up to three months to pass the exam. The Redwood City School District will facilitate necessary Instructional Aide examinations. Staff are allowed to

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take the Instructional Aide exam three times. If the staff person does not pass the examination after two attempts, the staff person either needs to be taken out of ratio or removed from the program. Providers shall provide the District with a second list of staff that is updated with exam results as relevant. This list will be provided no later than December 1. If staff is added throughout the school year an updated list shall be provided to the District at the end of the school year.

Staff lists should include:

1. Name of staff person
2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
4. Number of years and name of college
5. If #4 is less than 2 years, date passed Instructional Aide exam (can mark in progress if it is still within 3 months of start date and exam has not been taken or passed)
6. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

Volunteers visiting the program for more than 15 days need to be fingerprinted and tested as well. Volunteers should never be alone with students.

### **EARLY RELEASE POLICY**

The early release policy is as follows:

A child may be released early from the extended day program, prior to the end of program time based on the following conditions:

1. Attending a parallel program (programs in the school or community centers such as outdoor education, soccer, basketball, etc.) as long as an agreement or partnership with the program exists thus making this parallel program the child's enrichment component.
2. Family Emergencies (such as death in the family, catastrophic incidents, etc.).
3. Medical appointments.

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4. Weather conditions especially if the child walks home.
5. Child accidents that occur during program time (program staff should call parents or guardians).
6. Other conditions especially on safety as prescribed by the school.

Whatever the case may be, program staff should record the date and time of the early release departure of the child. Parent, guardian, or program staff should sign the child out and it is recommended that the child's signature or initial be recorded as well.

Providers are required to notify parents of the early release policy at enrollment as part of a written program handbook or handouts.

### **PROGRAMMATIC ALIGNMENT**

Program and site will co-develop programs goals at beginning of school year, within provider's program design, mission, and capabilities. Program and site will collaborate in supporting expanded day alignment by facilitating program staff exposure and accessibility to: school day routines and expectations (including classroom visits), teacher emails, school calendar and handbook, among others.

### **EVALUATION**

Providers are required to adhere to the evaluation and quality standards initiatives led by the District. Minimally, providers have to implement the "Youth speaks out" survey twice a year and to use PQA and YPQA assessment tools or an equivalent that meets the same expectations as is approved by the District. Providers will share results with the District.

Providers are expected to participate in quarterly meetings at the District office to discuss issues of concern and interest of all providers.

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## REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAM & SCHOOL MINIMUM EXPECTATIONS

### Provider Expectations:

#### Program

- μ *Provide expanded day academic intervention and academic enrichment services 5 days a week (Monday through Friday) for a minimum of 3 hours each day for a minimum of 30 weeks while school is in session. Provide academic intervention and enrichment services during the intersession days. (The duration and length of the intersession program will be determined once approval is obtained from the CDE)*
- μ *Provide academic intervention and enrichment services to students who are at risk of retention or who are struggling academically that are identified and referred by the school*
- μ *Provide academic intervention and enrichment services to identified students regardless of families' ability to pay for the program*
- μ *Maintain an 85-100% attendance rate. Dual funded sites need to achieve 85%-100% attendance in ASES and 85-100% in 21<sup>st</sup> CCLC. Providers are required to comply with attendance monitoring and meet attendance rate requirements.*
- μ *Academic interventions are either instruction, tutoring or homework completion assistance and provided in small groups and in classrooms/small rooms (school must provide adequate space)*
- μ *Site Coordinator works with the school to implement a structured system to communicate about homework assignments and know homework requirements for the week. Program will support homework completion to its utmost abilities by creating a conducive, supportive learning environment, in a way that helps students improve their learning.*
- μ *Enrichment activities are structured and allow students to develop academic and other skills that enrich classroom learning and overall student success*
- μ *Enrichment activities are engaging and fun as reported by students on the student survey* μ *The program has a parent involvement component that minimally includes providing regular communications with parents about program news/events and about individual student challenges and successes*
- μ *Program and school rules and disciplinary procedures are in alignment*
- μ *Program can close for up to three days per year for the purpose of providing professional development to program staff. Providers must notify school, parents and families of the planned professional development 30*

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days in advance to allow ample time for them to make alternative arrangements for their child/children for the after school hours on these designated days.

### **Staff**

μ *Employ an after school program site coordinator for each site who is approved by the school principal μ Maintain an adult-student ratio of 1:20 and ensure that all staff used in this ratio meet the District's minimum qualifications for an instructional aide*

μ Site Coordinator is not in ratio (unless there is a staff shortage or other need) and works a minimum of 30 hours per week at the school site

μ Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.

μ Program staff will have the following:

- o Classroom management skills
- o Ability to help students with homework by creating a conducive, supportive learning environment, in a way that helps students improve their learning
- o Cultural competency and sensitivity to the unique needs of the school population
- o Ability to successfully work with high needs students including special education students

### **Evaluation**

μ *Participate in the District's after school evaluation which may include the following:*

- *Administration of pre and post student surveys*
- *Participation in the PQA assessment*
- *Share any evaluation data that is collected by individual programs to be included in the District wide evaluation*

### **Fiscal/Administrative**

μ *Track attendances daily using the RCSD system (Cityspan) and submit bi-annual attendance reports with invoices reflecting the earned attendance reimbursement for that period.*

### **Partnership/Communication**

μ Participate in quarterly collaborative after school provider meetings organized by the District μ Work in

partnership with site Principal and/or Community School Coordinator to develop, implement and evaluate program

- μ Site Coordinator checks in weekly with Principal or Community School Coordinator either in person or by email

- μ Site Coordinator provides monthly updated participant lists to Principal or Community School Coordinator

- μ There is a structured system in place to share information about specific students and their needs,

challenges and accomplishments

- μ A referral process is in place that identifies students most in need and most appropriate for the program μ

Work in partnership with school to develop plans to modify programming as needed based on annual evaluation data

- μ Any data collected by either party on program quality, including surveys, will be shared.

### **School Expectations:**

- μ Make time available at appropriate meetings (staff, school site council, etc) to inform school of the program and facilitate communication

- μ Make adequate space available for a full time (a minimum of 30 hours) site coordinator, classroom space for instruction/homework assistance, playground/field and multi-purpose room for recreation and enrichment activities

- μ Principal/CS Coordinator meet regularly (a minimum of monthly) with site coordinator on program design, resources and problem-solving

- μ Recruit teaching staff to be involved in the program, if necessary

- μ Facilitate knowledge sharing of academic resources, curriculum foci, school-wide learning opportunities (i.e., health fair, etc)

- μ Co-develop and manage referral process into the program and communication process to share information with teachers about specific students

- μ Make available parent newsletter for information sharing to parents

- μ Share information regarding students, when pertinent, to facilitate team approach to student's social, emotional and academic success

- μ Work in partnership with provider to develop plans to modify programming as needed based on annual evaluation data

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**District Expectations:**

- μ *Administer all state and federal requirements (application, renewals, attendance, contracts)*
- μ *Project manage evaluation, including hiring of outside evaluator*
- μ *Develop MOUs (Attachment B) that outline program and partner responsibilities*
- μ *Ensure compliance with state and federal requirements and local agreements/MOUs*
- μ *Facilitate space acquisition, referral process and other program needs at school sites*
- μ *Facilitate district/state requirements for hiring of partner staff*
- μ *Leverage district resources to facilitate integration between the school day and extended day experiences*
- μ *Support partner resource development and resource sharing among partners*
- μ *Problem-solve with partners as challenges arise*
- μ *Facilitate and support collaborative oversight body*
- μ *Collect and disseminate necessary data to partners as expressed in and limited to the data sharing MOU*
- μ *Support partner fundraising*

*Italicized expectations are state/federal requirements*

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**REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY  
LEARNING PROGRAM DATA SHARING MOU**

This Memorandum of Understanding (MOU) is made as of July 1<sup>st</sup>, 2021 through June 30<sup>th</sup>, 2022, in the State of California, by and between the Redwood City School District (RCSD) and the Redwood City Parks and Rec Program (REACH) (CONTRACTOR).

**Recitals**

WHEREAS, RCSD maintains pupil records of students that attend schools in its jurisdiction; and

WHEREAS, CONTRACTOR delivers Out-of-School Time (OST) services to certain RCSD students and CONTRACTOR requires the below identified data to support its OST programming; and

WHEREAS, as required by Education Code section 49075, CONTRACTOR will obtain written consent forms authorizing the RCSD to share the requested student information with CONTRACTOR; and

INASMUCH AS academic placement, outcomes, and other student data have been identified as indicators of school success, and such data is often available only after the students no longer participate in CONTRACTOR's programs; and

INASMUCH AS eventual and timely high school graduation and college and career readiness are shared objectives of RCSD and CONTRACTOR;

NOW, THEREFORE since RCSD and CONTRACTOR wish to collaborate to enable CONTRACTOR to obtain data directly from RCSD that may be used to improve student outcomes and measure the success of the work of CONTRACTOR, the Parties agree as follows:

**Parental Consent**

As required by Education Code section 49075, CONTRACTOR will provide RCSD with written parent/guardian consent authorizing CONTRACTOR to access data from that student's school or district education records. No identifiable pupil information will be provided to CONTRACTOR for students who do not provide an appropriate written consent. CONTRACTOR agrees to provide a copy of such consents to RCSD, and will maintain the originals in its files for five (5) years and make them available to RCSD upon its

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request.

**Consent forms must contain this language:**

*I, the parent or legal guardian for \_\_\_\_\_ hereby give my permission to the Redwood City School District (RCSD) to release information from my child's education records (listed below) to authorized staff from the (CONTRACTOR) to support the Out-Of-School Time services provided to my child. Additionally, I grant permission for teachers, counselors and other school staff to verbally communicate any academic information regarding my child to the representatives of CONTRACTOR in order to best support my child's achievement. I authorize the RCSD to share the following categories of information with CONTRACTOR:*

- *State-assigned Student ID # -- SSID*
- *CAASPP/SBAC score*
- *School ID*
- *EL designation*
- *Beginning of year, middle of year, and end-of-year reading and math proficiency levels*
- *Beginning of year, middle of year, and end-of-year reading and math performance bands*  
*6<sup>th</sup>-8<sup>th</sup> grade students' GPA*
- *Student attrition and retention (students' start and end dates in district)*
- *Attendance (tardies, absences)- Number (#) of instances*
- *Behavioral referrals (#) of instances*
- *Student and Family/caregiver names and contact information*
- *Student grades, assignments and other educational information*

*I further authorize the RCSD to provide CONTRACTOR with real-time access to the above-listed information through its electronic student information system, PowerSchool.*

*This authorization is valid for as long as my student receives services from CONTRACTOR, unless my consent is revoked earlier in writing.*

**Timing of Data Request and Return**

CONTRACTOR runs its programs during the school year and the summer. Therefore, it will be able to submit a unified annual data request in June, September, December, and March of each year (including for students who participated over the previous school year and/or summer). The data requests will be submitted by the 1<sup>st</sup> day of the months identified. CONTRACTOR will compile its data request electronically. CONTRACTOR will also share its set of student data with the District in August/September, January, and June. RCSD will provide the data in the form

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of an Excel document. The Excel document will include two sheets—one for the CONTRACTOR list of students who have returned signed consent forms authorizing the release of certain student information, and one for all students in the District, with personally identifying information removed. The data for all students in the District will be used to create comparison groups and will only be reported in the aggregate. RCSD will return the requested data to CONTRACTOR by the 30<sup>th</sup> day of the months identified.

Additionally, CONTRACTOR will have access to limited student information from PowerSchool for 2021-22 for those students for whom CONTRACTOR has provided a signed consent form, as set forth above. This feature will give CONTRACTOR the ability to access real-time data on each individual student in order to provide academic support and case management services.

### **Students Identified in Data Request**

CONTRACTOR will provide the following information on each student in an Excel File.

1. First name
2. Last name
3. Grade
4. School
5. Date of Birth

CONTRACTOR will also send a copy of the student's data release form to THE DISTRICT.

RCSD will provide the following data to CONTRACTOR for each student for whom CONTRACTOR has returned a signed authorization

- *State-assigned Student ID # -- SSID*
- *School ID*
- *EL designations*
- *CAASPP/SBAC scores*
- *Beginning of year, middle of year, and end-of-year reading and math proficiency levels*
- *Beginning of year, middle of year, and end-of-year reading and math performance bands*
- *6<sup>th</sup>-8<sup>th</sup> grade students' GPA*
- *Student attrition and retention (students' start and end dates in district)*
- *Attendance (tardies, absences)- Number (#) of instances*
- *Behavioral referrals (#) of instances*

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RCSD will provide the following aggregate, de-identified student data by school and by grade level to CONTRACTOR

- *Aggregate percent of students on Free and Reduced Lunch*

Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), the RCSD may share student records or information without the consent of the student’s parent or guardian if the records or information are de identified, which requires the removal of all personally identifiable information.

**CONTRACTOR will provide the following data to RCSD, if produced:**

Stakeholder survey results (August, January, June)

Student engagement surveys

Let’s Go Learn Reading and Math Assessment results (September, January, June)

Youth Truth survey results (June)

Other program quality assessments equivalents

**Authorized Representative of Provider**

CONTRACTOR will submit to RCSD on an annual basis the name or names of people in CONTRACTOR who are authorized to participate in data sharing with RCSD. The authorizing document will be generated by the Executive Director or equivalent. In the event there is a change in Executive Director, CONTRACTOR is required to re-execute this MOU.

List of Authorized Individuals (Name, Position):

**Use of Data**

CONTRACTOR warrants and agrees that the identifiable student data shared pursuant to this MOU shall be stripped of all individual identifiers before CONTRACTOR uses it in reports and for other institutional purposes, which may include, but are not limited to, outcomes or similar reports.

As required by Education Code section 49075, CONTRACTOR is hereby notified that the transmission of identifiable student information provided pursuant to this MOU to others without the written consent of the parent is prohibited.

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**Data Security**

CONTRACTOR agrees to maintain appropriate network and other data security to protect any RCSD student data in its possession. CONTRACTOR agrees to notify RCSD as soon as reasonably practicable if it has any reason to

believe there has been a breach of data security relevant to the data subject to this MOU, and any data has been lost, tampered with, or otherwise illegally accessed.

**Ownership of Data**

RCSD will continue to maintain ownership of its source data. CONTRACTOR agrees that it will not alter RCSD's source data, and that RCSD is not responsible for any errors therein.

**Agreement**

This MOU may be executed in one or more counterparts, all of which taken together shall constitute one MOU. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose provided that the original signature pages are forwarded promptly to each party. This MOU will be in full force and effect from the date(s) of signing for one (1) years<sup>[AS4]</sup>, or until such time as CONTRACTOR no longer delivers OST programming to RCSD students.

The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this MOU.

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective organizations to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this MOU.

[Signature Page Follows]

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Redwood City School District

Contractor



Priscilla Aquino-Dichoso  
CBO, RCSD

Name: Parks and Rec Program (REACH)

Address:

City/State: Zip:

Date: 8/17/2021

Date: \_\_\_\_\_



John R. Baker, Ed.D  
Superintendent, RCSD

Date: 8/17/2021

## **Return to Work Protocols at RCSD Sites Contractor Guide**

All contractors are required to adhere to the following COVID-19 related health and safety measures to ensure community and workplace safety.

### **Cleaning Protocol**

- RCSD will spray all areas used with Electro-Static spray at the end of each workday.
- RCSD will disinfect restrooms each hour.
- RCSD will display cleaning checklists in each classroom and restroom and provide cleaning solutions.
- RCSD will clean high touch surface areas on at least a daily basis.

### **Monitoring of Staff and Visitors**

- Contractor shall take appropriate measures to ensure that no staff member or visitor comes on site who has a body temperature at or above 100.4 degree Fahrenheit, is experiencing any of the symptoms outlined by CDC), and/or has been in close contact with a person diagnosed with COVID-19.
- Contractor shall ensure that all staff members stay at least six feet apart from one another at all times.
- Contractor shall implement and post guidelines for staff regarding hygiene practices to slow the spread of COVID-19, consistent with CDC and CDPH recommendations.
- Contractor will ensure that the site is stocked with sufficient sanitation and handwashing supplies for staff and ensure regular access to such supplies.
- Contractor will train staff on proper handwashing practices and PPE use.
- Contractor will ensure a sufficient supply of masks and any other necessary PPE for all staff and enforce usage of such PPE.

Updated August 18, 2020

REV: 07-15-21 RL



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### SUBJECT

Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness

### RECOMMENDATION

Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness.

### STRATEGIC PLAN GUIDING PRINCIPLE

Housing

### BACKGROUND

On September 13, 2021, the City Council introduced (by a vote of 7-0) amendments to the City's Affordable Housing Ordinance. The amendments included a preference for those who live, formerly lived, or work in Redwood City, provisions to ensure the concurrent delivery of affordable units and new development, and miscellaneous clarifications to improve clarity and effectiveness. These amendments are further explained in the [September 13, 2021 staff report](#).

### ANALYSIS

The amendments contained in the Affordable Housing Ordinance Amendment (Attachment A) include the following:

- The addition of a local live/work preference for households that live, formerly lived, work, or are offered work in the City of Redwood City
- Provisions to ensure the concurrent delivery of affordable units and new development
- Miscellaneous clarifications to improve understanding and implementation of the Ordinance

If adopted, amendments to this Ordinance will be effective 30 days from this action on October 28, 2021. Additionally, if adopted, any projects subject to the Ordinance with planning applications that are deemed complete on or after April 26, 2021 would be subject to the amendments.

### **FISCAL IMPACT**

The amendments regarding clarifications of affordable housing requirements will lessen the staff time required to administer the Affordable Housing Ordinance, as it will result in fewer questions and reduce project negotiations. While this will not directly reduce City costs, it will make it easier for existing staff to address the [Housing work plan](#).

### **ENVIRONMENTAL REVIEW**

The proposed ordinance amendments are not considered a project under Public Resources Code Section 21605 and CEQA Guidelines Section 15378 as the amendments will not result in a direct physical change in the environment or a reasonably foreseeable indirect change on the environment. In addition, under CEQA Guidelines Section 15061(b)(3), the proposed ordinance amendments are exempt from CEQA as it can be seen with certainty that there is no possibility for causing a significant effect on the environment.

### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **ALTERNATIVES**

1. Reintroduce the Affordable Housing Ordinance Amendments with changes.
2. Do not adopt the Amendments.

### **ATTACHMENTS**

Attachment A – Affordable Housing Ordinance Amendments  
Attachment B – Public Comment

**LINKED DOCUMENTS**

1. [September 13<sup>th</sup> City Council Staff Report](#)
2. [Housing Work Plan](#)

**REPORT PREPARED BY:**

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**APPROVED BY:**

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Melissa Stevenson Diaz, City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING ZONING ORDINANCE ARTICLE 29 (REQUIREMENTS FOR AFFORDABLE HOUSING)**

**WHEREAS**, on June 25, 2018, the City Council of the City of Redwood City (the “City Council”) adopted Ordinance 1130-375, the Affordable Housing Ordinance, set forth in Article 29 of the Redwood City Zoning Code (the “Affordable Housing Ordinance”); and

**WHEREAS**, the purpose of the Ordinance is to: (1) increase the supply of affordable housing by imposing an inclusionary requirement for residential development project; (2) ensure that smaller-size developments continue to be encouraged as an important component of the City of Redwood City's (the “City”) housing strategy; and (3) implement the City's Housing Element by creating a mechanism to provide affordable housing, intended to meet the needs of all community members; and

**WHEREAS**, the City Council desires to amend the Affordable Housing Ordinance (the “Ordinance Amendment”) in an effort to create and maintain a jobs/housing balance and to increase affordable housing opportunities for very low to moderate-income residents and very low to moderate income persons employed in the City. The purpose and supporting findings supporting the Ordinance Amendment are more specifically outlined in Section 29.1 of the Ordinance Amendment and are incorporated herein by this reference; and

**WHEREAS**, on August 17, 2021, the Planning Commission held a duly-noticed public hearing to consider the Ordinance Amendment; and

**WHEREAS**, on September 13, 2021, the City Council held a duly noticed public hearing on the subject of the Ordinance Amendment and considered the staff reports, oral and written and testimony materials presented by all those wishing to be heard on the Ordinance Amendment at the public hearing on this matter.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS**

The foregoing recitals are true and correct, are hereby incorporated herein by this reference as if fully set forth in their entirety, and constitute findings in this matter.

**SECTION 2. FINDINGS**

The City Council finds that the proposed Ordinance Amendment is in the public interest and consistent with the Redwood City General Plan.

**SECTION 3. ARTICLE 29 AMENDED AND RESTATED**

## 6.H. - Page 5 of 26

The City Council adopts the Ordinance Amendment revising the Redwood City Zoning Ordinance Article 29, as shown in Exhibit A, attached hereto and incorporated herein by this reference. The amendments are incorporated into Article 29 by adding the text shown in double underline (example) and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

### SECTION 4. CEQA

The City Council finds, based on its own independent judgment, that the approval of the Ordinance Amendment under this Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and that State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). Passage of the Ordinance Amendment is not considered a project under Public Resources Code Section 21605 and CEQA Guidelines Section 15378, because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. In addition, the Ordinance Amendment is exempt from CEQA as it can be seen with certainty that there is no possibility for causing a significant effect on the environment (CEQA Guidelines Section 15061(b) (3)) as described in the staff report. Pursuant to CEQA Guidelines Section 15091(e), the documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in and may be obtained from the Office of the City Clerk at 1017 Middlefield Road, Redwood City, California. The City Clerk is the custodian of records for all matters before the City.

### SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Redwood City hereby declares that it would have passed this ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

### SECTION 6: APPLICABILITY

The Ordinance Amendment shall not apply to applications that are deemed complete prior to April 26, 2021, which will be subject to the requirements under the Affordable Housing Ordinance as it existed on April 26, 2021.

### SECTION 7. EFFECTIVE DATE

This Ordinance Amendment shall take effect and will be enforced thirty (30) days after the date of its adoption.

### SECTION 8. PUBLICATION AND POSTING

The City Clerk is directed to cause this ordinance to be published in the manner required by law.

**EXHIBIT "A"**

**AMENDMENTS TO ARTICLE 29**

[Article 29 is amended in its entirety to read as follows]

Article 29 - REQUIREMENTS FOR AFFORDABLE HOUSING

29.1 - Authority and Purpose.

**A. Authority.**

1. This Article shall be known and may be cited as the "Affordable Housing Ordinance."
2. The fees established pursuant to this Article are adopted under the authority of California Constitution Article XI, Section 7, which provides: "A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws," and in accordance with the purpose set forth in the ordinance codified in this Article.
3. This Article shall apply to the extent permitted by the statutes and laws of the State of California.

**B. The purpose of this Article is to:**

1. Increase the supply of affordable housing by imposing an inclusionary requirement for residential development projects; ~~and~~
2. Ensure that smaller-size developments continue to be encouraged as an important component of the City's housing strategy;
3. Require Developers to mitigate the impact of their developments on the need for affordable housing;
4. Reduce displacement of lower income residents by providing affordable housing opportunities for lower income households through the imposition of a local preference;
5. Implement TL-1 of the Green House Gas (GHG) Reduction Strategies of the City's Climate Action Plan, dated November 2020, by encouraging orderly growth with job/housing balance and reduce vehicle miles travelled (VMT);
6. Implement the 2015-2023 Housing Element of the City's General Plan, as such may be amended (the "Housing Element") by creating a mechanism to provide affordable housing, intended to meet the needs of all community members;
7. Implement the Housing Element by taking actions to meet the City's stated goal to "create and maintain a jobs/housing balance that reflects the labor force needs of city residents, supports employment opportunities, and generates revenue for the City;" and
8. Support the housing objectives contained in State Law.

**C. Findings.** The City Council finds and determines that the lack of access to affordable housing has a direct impact upon the health, safety, and welfare of the residents of the City.

1. The amendments made to this Article are necessary in order to provide increased affordable housing opportunities for very low to moderate income residents and very low to moderate income persons employed in the City are in the public interest and consistent with the Housing Element as described in the accompanying staff report.
2. As of the adoption of this amendment, approximately 46 percent of households (more than 3,000 households) are cost-burdened paying more than 30 percent of their household income for housing, and 25 percent of those are severely cost-burdened paying rent over 50 percent of their household income for housing. Approximately 80 percent of lower income households in the City pay more than 30 percent of their income for housing, and 50 percent of lower income households are severely rent burdened paying over 50 percent of their income for housing. The number of homes affordable to lower income households are significantly lower than the proportion of lower income households in Redwood City.
3. Housing production in the City has not kept up with employment growth. Over the last decade, job growth has outpaced housing units permitted by more than 8 jobs to 1 housing unit. The City's 2007-2023 Regional Housing Needs Allocation (RHNA) data shows a significant mismatch between demand for housing affordable from very low, low and moderate income households and production of housing affordable to very low, low and moderate income households. As of the 2020 Annual Progress Report, the City has an affordable housing production deficit of 502 units for moderate income, 128 units for low income, and 419 units for very low-income households.
4. Because of the high cost of both existing and newly constructed housing, the City will be limited in its ability to contribute to the attainment of State housing goals and to maintain a thriving mixed-income community.
5. A significant trend driving displacement of low-income households is the steadily increasing cost of housing in the City. Low-income households are struggling with housing prices and instability.
6. As of the adoption of this amendment, less than 15 percent of low-wage earners who work in the City live in the City; 66 percent of low wage employees in Redwood City commute more than 10 miles to work; 48 percent commute more than 25 miles. The City's Climate Action Plan identified a lack of affordable housing near the urban core and urban sprawl among contributing factors that lead to increased Vehicles Miles Travelled (VMT).
7. Implementation of a local preference will help the City: (1) reduce the impacts of the jobs/housing imbalance; (2) reduce displacement of lower income households; and (3) have the benefit of reducing GHG emissions and VMT.
8. The City commissioned a Live/Work Policy Analysis Study (2021) to review supporting data for the proposed local preference and to analyze the potential impact of the local preference. The study concluded that the data and analysis demonstrate the significant need for the City's proposed local preference and that

the imposition of such a preference is unlikely to result in violations of fair housing laws.

9. The California Legislature has required each local government agency to develop a comprehensive, long-term plan establishing policies for future development. As specified in Government Code Section 65583(c), the plan must (1) encourage the development of a variety of types of housing for all income levels, including multifamily rental housing; and (2) “[a]ssist in the development of adequate housing to meet the needs of extremely low, very low, low- and moderate-income households.” The City is also charged by the Legislature to use the powers vested in it to make adequate provision for the housing needs of all economic segments of the community (Section 65580(d)).

10. The City previously received and considered the nexus study from Strategic Economics and Vernazza Wolfe Associates, Inc. dated September 2015 entitled “Residential Impact Fee Nexus Study” and “Commercial Linkage Fee Nexus Study” which the City Council will continue to rely on.

(Ord. No. 1130-375, § 4, 6-25-18)

#### 29.2 - Definitions.

- A. “Affordable housing fund” means a fund or account designated by the City to maintain and account for all monies received pursuant to this Article.
- B. “Affordable ownership cost” means the sales price of a for-sale affordable unit resulting in projected average monthly housing payments, during the first calendar year of a household's occupancy, including interest, principal, mortgage insurance, property taxes, homeowners insurance, homeowners' association dues, if any, and a reasonable allowance for utilities, property maintenance, and repairs, not exceeding the sales prices specified by Section 50052.5 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924.
- C. “Affordable rent” means the total monthly housing expenses for a rental affordable unit not exceeding the rents specified by Section 50053 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924, except that the City may permit alternative criteria, when necessary, to be consistent with pertinent state and federal statutes and regulations governing publicly assisted rental housing. As used in this Chapter, “affordable rent” shall include the total of monthly payments by the tenant for all of the following:
  - 1. Use and occupancy of the affordable unit and land and all facilities associated with the affordable unit, including but not limited to parking (whether unbundled or not), bicycle storage, storage lockers, and use of all common areas;
  - 2. Any additional separately charged fees or service charges assessed by the owner, other than security deposits;
  - 3. An allowance for utilities paid by the tenant as established by the San Mateo County Housing Authority which may be updated from time to time, including

garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuel, but not telephone service, cable TV or Wi-Fi/internet; and

4. Any other interest, taxes, fees or charges for use of the land or affordable unit or associated facilities and assessed by a public or private entity other than the owner, and paid by the tenant.
- D. "Affordable unit" means a dwelling unit in a residential development project that is occupied by, or available to, moderate, low, very low or extremely low income households at an affordable rent or an affordable ownership cost as required by this Article.
- E. "Below Market Rate ("BMR") Tenant Selection and Management Plan", applicable to the affordable units shall include, at a minimum, procedures and requirements for determining tenant eligibility, occupancy requirements, initial and ongoing marketing policies, application process, waitlist management, income verification requirements, annual recertification, rejection of ineligible applicants and eligibility termination.
- F. "Building permit" includes full structural building permits as well as partial permits such as foundation-only permits and demolition permits.
- G. "Developer" means the person(s) or legal entity (ies), who also may be the property owner, who is seeking residential development project or non-residential development project permits or approvals from the City or developing a particular residential development project or non-residential development project, in the City.
- H. "Extremely low income households" means households with incomes no greater than the maximum income for extremely low income households, as published annually by the City for each household size, based on United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) income limits for San Mateo County.
- I. "For-sale unit" means a residential dwelling unit that may be sold individually in conformance with the Subdivision Map Act. For-sale units also include units that are converted from rental units to for-sale units.
- J. "Housing impact fee" means the fee paid by developers of residential and nonresidential development projects to mitigate the impacts that such developments have on the demand for affordable housing in the City.
- K. "Low income households" means households with incomes no greater than the maximum income for low income households, as published annually by the City for each household size, based on United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) income limits for San Mateo County.
- L. "Market rate unit" means a dwelling unit in a residential development project that is not an affordable unit.
- M. "Moderate income households" means households with incomes no greater than the maximum income for moderate-income households, as published annually by the City for each household size, based on the California Department of Housing and Community Development (HCD) income limits for San Mateo County.

- N. “Nexus Study” means a nexus study or report that uses widely used, appropriate methodology to determine the maximum amount needed to mitigate the burdens created by residential and nonresidential development on the need for affordable housing in the City.
- O. “Nonresidential development project” means an application for a planning permit or building permit that includes the new construction of gross square feet of nonresidential space or the conversion of a residential use to a nonresidential use.
- P. “Nonresidential use type” means the categories of nonresidential development established by resolution of the City Council, broadly categorized to adopt appropriate housing impact fees based on impact.
- Q. “Planning permit” means any discretionary approval of a residential development project, including, without limitation, a general or specific plan adoption or amendment, rezoning, tentative map, parcel map, conditional use permit, variances, or design review.
- R. “Rental unit” means a dwelling unit that is intended to be offered for rent or lease and that cannot be sold individually in conformance with the Subdivision Map Act.
- S. “Residential development project” means an application for a planning permit or building permit at one (1) location to create one (1) or more additional dwelling units, convert nonresidential uses to dwelling units, subdivide a parcel to create one (1) or more separately transferable parcels intended for residential development, or implement a condominium conversion, including development constructed at one (1) time and in phases. “One (1) location” includes all adjacent parcels of land under common ownership or control, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road, or other public or private right-of-way, or separated only by the lands owned or controlled by the developer.
- T. “Review authority” means the City staff person or body authorized to approve or deny an application for a planning or building permit for a residential development project.
- U. “Very low income households” means households with incomes no greater than the maximum income for very low income households, as published annually by the City for each household size, based on United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) income limits for San Mateo County.

(Ord. No. 1130-375, § 4, 6-25-18)

### 29.3 - Applicability.

The requirements of this Article 29 apply to new nonresidential development projects and residential development projects as set forth below.

- A. **Housing Impact Fee.** A housing impact fee is imposed on all developers of nonresidential development projects and residential development projects between

five (5) to nineteen (19) units, subject to the exemptions in Section 29.5 (Payment of a Housing Impact Fee).

- B. **On-Site Construction of Affordable Housing.** Residential development projects of twenty (20) units or more (excluding accessory dwelling units) are required to construct affordable units on site per Section 29.4 (Requirements for Inclusion of Affordable Housing) and other applicable provisions of this Article.
- C. **Four or Fewer Dwelling Units.** Residential development projects of four (4) or fewer dwelling units are exempt from the requirements of this Article.

(Ord. No. 1130-375, § 4, 6-25-18)

#### 29.4 - Requirements for Inclusion of Affordable Housing.

- A. **Number of Affordable Units and Level of Affordability.** The number of affordable units must be constructed as specified below unless an alternative is approved per Section 29.8 (Alternatives). For the purposes of this section, “total units” does not include units awarded above the otherwise-allowable maximum density as part of a density bonus in Section 32.19 (Affordable Housing Density Bonuses).
  - 1. **Rental Projects.** Ten percent (10%) of the proposed units in a rental residential development shall be affordable to moderate income households, five percent (5%) of the proposed units in a rental residential development shall be affordable to low income households, and five percent (5%) of the proposed units shall be set aside for very low income households. Alternative percentages and levels of affordability may be considered as part of the Affordable Housing Plan and Agreement (Section 29.7) and the review authority may approve or conditionally approve such an alternative if it determines, based on substantial evidence, that such alternative percentages and levels of affordability will provide as many or more affordable units at the same or lower income levels or will otherwise provide greater public benefit than the standard requirement.
  - 2. **Ownership Projects.** Fifteen percent (15%) of the proposed units shall be affordable to moderate income households.
  - 3. **Fractional Units.** In calculating the number of affordable units required, any fraction of a whole number shall be satisfied by either developing one (1) additional affordable unit or by paying an affordable housing in-lieu fee.
- B. **Density Bonus.** Affordable units that satisfy the requirements of this chapter may be counted toward the number of affordable units required for a density bonus under California Government Code Sections 65915-65918. To be eligible, the affordable units shall meet all of the applicable requirements in California Government Code Section 65915. These requirements, including application submittal requirements and replacement housing obligations are summarized in Section 32.19 (Affordable Housing Density Bonuses).
- C. **Affordable Housing In-Lieu Fee.** The affordable housing in-lieu fee for fractional units shall be established by resolution of the City Council and updated from time to

time. Affordable housing in-lieu fees shall not exceed the fractional cost of providing an affordable unit.

(Ord. No. 1130-375, § 4, 6-25-18)

29.5 - Payment of a Housing Impact Fee.

- A. **Amount.** The base amount of the housing impact fee shall be established from time to time by resolution of the City Council. Fees may be based on a fee per market-rate unit, fee per square foot, or any other reasonable basis. The City Council may review the fees from time to time at its sole discretion and, based on the review, may adjust the fee amount within the range justified by the most recently adopted Nexus Study. However, the Housing impact fees shall not exceed the cost of mitigating the impact of nonresidential and residential development projects on the need for affordable housing in the City. The fee amounts approved by the City Council may be adjusted once per fiscal year by the Community Development Director based on the percentage increase in the Engineering News-Record Construction Cost Index for San Francisco, California, provided that any increased adjustment does not exceed the amounts justified by the most recently adopted Nexus Study. Such adjustments will be reflected in the City's Master Fee Schedule.
- B. **Timing of Payment.** Payment of the residential and nonresidential development project housing impact fees shall be due prior to the issuance of the first building permit for the development. The fees shall be calculated based on the fee schedule in effect at the time the building permit is issued.
- C. **Exemptions.** The housing impact fee shall not apply to developers of residential or nonresidential development projects, which fall within one (1) or more of the following categories:
1. **Four or Fewer Dwellings.** The housing impact fee shall not apply to developers of residential development projects consisting of four (4) or fewer dwelling units; the creation of four (4) or fewer parcels, provided that no more than four (4) dwelling units are allowed; or accessory dwellings created under Article 37 of the Redwood City Zoning Code.
  2. **Twenty (20) or More Dwellings.** Residential development projects of twenty (20) units or more (excluding accessory dwelling units) that are required to construct affordable units on site per Section 29.4 (Requirements for Inclusion of Affordable Housing) of this Article.
  3. **Nonresidential Development of Five Thousand (5,000) Sq. Ft. or Less.** The housing impact fee shall not apply to developers of nonresidential development projects adding five thousand (5,000) square feet or less of net new square footage.
  4. **Government-Owned.** Residential or nonresidential development projects located on property owned by the state of California, the United States of America, or any of its agencies and used exclusively for governmental or educational purposes.

5. **Damaged or Destroyed.** Any structure development project proposed to repair or replace a building structure that was damaged or destroyed by fire or other calamity, so long as the square footage and permitted use of the building structure remains the same, and construction of the replacement building begins the planning application for the project is filed within one (1) year of the damage's occurrence. If and to the extent there is a change in the permitted use or an increase in the square footage of the structure, then the housing impact fee shall be calculated based on the net new square footage of the structure at the rate applicable to the type of permitted use (residential or nonresidential).
6. **Demolished Structures.** Any development project proposed to replace a structure previously located on site but which has been demolished, so long as the square footage and permitted use of the structure remains the same, and the planning application for the project is filed within two (2) years of the demolition of the structure being replaced. If and to the extent there is a change in the permitted use or an increase in the square footage, then the housing impact fee shall be calculated based on the net new square footage at the rate applicable to the type of permitted use (residential or non-residential).
7. **Abandoned Structures.** Any development project proposed to replace a structure located on site but which is not being used for its permitted use and which does not otherwise meet the exemptions under Section 29.5(C) (5) (Damaged and Destroyed) or 29.5(C) (6) (Demolished Structures), so long as the square footage and permitted use of the structure remains the same, and the planning application for the project is filed within two (2) years of the last permitted use of the site. If and to the extent there is a change in the permitted use or an increase in the square footage, then the housing impact fee shall be calculated based on the net new square footage at the rate applicable to the type of permitted use (residential or non-residential).
8. **Vested Right to Proceed.** Residential or nonresidential development projects to the extent they have received a vested right to proceed without payment of housing impact fees pursuant to state law, including those that are the subject of development agreements currently in effect with the City, if such development agreements were approved prior to the effective date of the ordinance from which this Article is derived and where such agreements expressly preclude the City from requiring payment of the housing impact fee.
9. **Provision of Affordable Housing.** A residential or nonresidential development project may mitigate its impact on the need for affordable housing by providing affordable housing units instead of paying the impact fee, so long as the affordable units are provided in accordance with an affordable housing plan (Section 29.7) and meet all of the standards in Section 29.6 and 29.8.A and the Developer provides reasonable assurances required by the City that the affordable units will be timely completed.
10. The following specific nonresidential uses are exempt from the payment of the housing impact fee:

- a. Public Uses, as defined by Article 2, Section 2.2 of the Redwood City Zoning Code, including, but not limited to, public schools, parks, playgrounds, hospitals, and administrative and service facilities;
- b. Quasi-Public Uses, as defined by Article 2, Section 2.2 of the Redwood City Zoning Code, including, but not limited to, houses of worship, schools and colleges, recreational facilities, cultural institutions and private hospitals;
- c. Child Care Centers, including Family Child Care Homes;
- d. Recreational facilities for public use and enjoyment within commercial or industrial developments;
- e. Housing for the Elderly, nursing homes, rest homes, residential care facilities, and skilled nursing facilities as defined by Article 2, Section 2.2 of the Redwood City Zoning Code;
- f. Schools, public and private, as defined by Article 2, Section 2.2 of the Redwood City Zoning Code; and
- g. Property eligible for the California Property Tax Welfare Exemption in that it is (1) used exclusively for charitable purposes, and (2) owned or held in trust by nonprofit organizations operating for those purposes and that have a current tax exempt letter from the Internal Revenue Service or the Franchise Tax Board.

11. Any other uses that may be specified by resolution of the City Council.

(Ord. No. 1130-375, § 4, 6-25-18)

#### 29.6 - Standards for Affordable Housing.

- A. Quality of Construction and Number of Bedrooms.** All affordable units required by this Article shall be comparable to the overall quality of construction to market-rate units in the same housing development as follows:
1. The exterior appearance of the affordable units shall be compatible with that of market-rate units.
  2. Interior finishes and amenities may not differ from those provided in the base model market rate units.
  3. The number of bedrooms in the affordable units shall be comparable to the average number of bedrooms in the market-rate units, include comparable square feet by unit size and the affordable units shall be reasonably dispersed within the residential development, with unit locations comparable to those of the market-rate units, subject to review and approval by the Community Development Director.
  4. The affordable units shall have access to the same amenities as the market rate units included within the affordable ownership cost or affordable rent for the affordable unit. For example, residents of the affordable units shall not be excluded from common open space, parking, storage, and other community facilities or amenities in the residential development project, nor shall households residing in

affordable units be charged more than an affordable rent or an affordable ownership cost as defined in Section 29.2 (Definitions) for the use of such facilities and amenities.

**B. Availability for Occupancy.**

1. Residential Development. All affordable units required by this Article shall be made available for occupancy concurrently with the market-rate units. For the purposes of this subsection, “concurrently” means that the City may not issue building permits for more than fifty (50) percent of the market-rate units until it has issued building permits for all of the affordable units, and the City may not approve any final inspections or certificates of occupancy (including a temporary certificate of occupancy) for more than fifty (50) percent of the market-rate units, or in the case of a multi-structure residential development project, any structure(s) containing more than fifty (50) percent of the market-rate units, until it has issued final inspections or certificates of occupancy for all of the affordable units.

2. Nonresidential Development. Pursuant to Section 29.8 (Alternatives), if the developer of a nonresidential development opts to comply with the impact fee requirements by developing or causing the development of affordable units, including purchase of existing units for conversion to affordable units, all of the affordable units shall be made available for occupancy concurrently with or prior to the nonresidential development. For the purposes of this subsection, “concurrently” means that the City may not approve any final inspections or certificates of occupancy (including a temporary certificate of occupancy) for more than fifty (50) percent of the nonresidential development (on a square foot basis), or in the case of a multi-structure development project, any structure(s) representing more than fifty (50) percent of the total project square footage of the development project, until it has issued final inspections or certificates of occupancy (including a temporary certificate of occupancy) for all of the affordable units.

C. **Duration of Affordability.** All affordable units for sale produced as required by this Article shall be legally restricted to occupancy by households of the income levels for which the units were designated at an affordable ownership cost for a period of at least thirty (30) years. All affordable units for rent produced as required by this Article shall be legally restricted to occupancy by households of the income levels for which the units were designated at an affordable rent for a period of at least fifty-five (55) years. The legal restrictions requiring affordable units shall be recorded against the applicable property in the form specified in Section 29.7(F).

D. **Eligibility.** No household may occupy an affordable unit until the Community Development Director or designee has approved a Below Market Rate Tenant Selection and Management Plan prepared by the developer, which plan shall include eligibility requirements specific to the project.

E. **Principal Residence.** Any household that occupies an affordable unit must occupy that unit as its principal residence, unless otherwise approved in writing for rental to a third party for a limited period of time due to household hardship, as determined and approved by the City in advance.

- F. **Local Preference.** To the extent permitted by applicable law including fair housing laws, developers shall grant a preference in the affordable units produced as required by this Article, to: (1) eligible households displaced by any activity (including the exercise of police powers and code enforcement) of the City or as provided in Health and Safety Code Section 33411.3 or by public projects implemented by the City; and (2) eligible households that live (or have ever lived), work or have been offered work in the City of Redwood City. The preferences stated in this Article apply to the affordable units for the applicable term specified in 29.6(C). Notwithstanding anything to the contrary herein, nothing in this section shall require that the preference be based on a minimum duration for residency or employment. To the extent, the preferences required under this Article conflict with the requirements of Section 42 of the Internal Revenue Code and implementing guidelines, the requirements of Section 42 will supersede. This section shall be read to allow developers to impose other legally required or permitted preferences to affordable housing units, so long as such additional preferences are approved in writing by the Community Development Director. All applicable preferences shall be identified in the Affordable Housing Plan and expressly incorporated into the implementing agreements and documents required under Section 29.7(F).
- G. **Guidelines.** The Community Development Director may from time to time adopt guidelines for determining household income and affordable housing cost, determining buyer eligibility, monitoring, and relevant administrative provisions, and determining acceptable alternative means of compliance within the requirements of this Chapter.
- H. **Conflict of Interest.** Officials, employees, or consultants of the City and members of City boards and commissions shall comply with all applicable laws, regulations, and policies relating to conflicts of interest as to their eligibility to develop, construct, sell, rent, lease, occupy, or purchase an affordable unit.

(Ord. No. 1130-375, § 4, 6-25-18)

#### 29.7 - Affordable Housing Plan and Agreement.

- A. **Required.** An “affordable housing plan” is required for any residential or nonresidential development project that provides affordable units, either on-site or off-site. The affordable housing plan shall be in compliance with the Guidelines and, at a minimum, describe:
1. How the proposed units conform to the requirements of this Article and City and State Density Bonus law requirements, as applicable;
  2. The location, structure (attached or detached), proposed tenure (for-sale or rental), and size of the proposed market-rate (as applicable) and affordable units and the basis for calculating the number of affordable units provided;
  3. A floor or site plan depicting the location of the affordable units;

4. A phasing plan that provides for the timely development of the number of affordable units in accordance with Section 29.6 (Standards for Affordable Housing):
5. If off-site units, or other alternatives are proposed under Section 29.8 (Alternatives), the information deemed necessary by the City to support the findings required for approval of such alternatives; and
6. Any other information reasonably requested by the Community Development Director to assist with evaluation of the Affordable Housing Plan under the standards of this Article.

Affordable housing plans are not required if the developer is only paying an affordable housing impact fee, in compliance with City requirements.

- B. Submittal and Review.** The affordable housing plan must be submitted prior to the first planning permit application being deemed complete. The affordable housing plan shall be processed concurrently with all other permits required for the residential or nonresidential development project. Affordable housing plans that meet all of the requirements of this Article shall be approved by the review authority. An affordable housing plan that requests a waiver of any the requirements set forth in this Article shall require approval by the City Council.
- C. Approval of On-site Affordable Units.** The review authority may approve or conditionally approve an affordable housing plan that proposes on-site affordable units if it makes findings, based on substantial evidence, that:
1. The proposed affordable units comply with the applicable standards in this Article, including, without limitation, the requirement that the affordable units be made available for concurrent occupancy per Section 29.6B.
  2. The affordable units will mitigate the impact of the project on the need for affordable housing if the units are being provided under the Affordable Housing Impact Fee program.
- D. Approval of Off-Site Affordable Units.** If a developer proposes off-site affordable housing units or any other alternative in the affordable housing plan, the review authority may approve such a proposal if it is able to make the above findings in section C (Approval of On-Site Affordable Units) and the proposal meets all of the following conditions:
1. Financing or a viable financing plan, which may include public funding sources, is in place for the proposed affordable housing units; ~~and~~
  2. The proposed location is suitable for the proposed affordable housing, is consistent with the Housing Element, general plan, and zoning, and will not cause residential segregation-; and
  3. The proposed affordable units comply with the applicable standards in this Article, including, without limitation, the requirement that the affordable units be made available for concurrent occupancy per Section 29.6B.

- E. **Amendments.** The approved affordable housing plan may be amended prior to issuance of any building permit for the residential or nonresidential development project. A request for a minor modification of an approved affordable housing plan may be granted by the Community Development Director if the modification is substantially in compliance with the original affordable housing plan and conditions of approval. Other modifications to the affordable housing plan shall be processed in the same manner as the original plan.
- F. **Agreements.** As a condition of approval, affordable housing agreements acceptable to the Community Development Director shall be recorded against the residential or nonresidential development project prior to approval of any final or parcel map, or issuance of any building permit, whichever occurs first. The affordable housing agreement shall specify the number, type, location, size, and phasing of all affordable units, provisions for income certification and screening of potential purchasers or renters of units, and resale control mechanisms, including the financing of ongoing administrative and monitoring costs, consistent with the approved affordable housing plan, as determined by the Community Development Director. The form of the affordable housing agreement may vary depending on the way the provisions of this Article are satisfied for a particular development project. The affordable housing agreement shall be recorded against the property in the form of a resale or rental restrictions, deeds of trust, option agreements, or regulatory agreement, as applicable, in a form approved by the City Attorney and executed by the City Manager to ensure the continued affordability of the affordable units and implementation of the local preference required under this Article. Approval of an affordable housing agreement is a condition of any discretionary or ministerial permit for any development project to which this Article applies, unless the developer is only paying an affordable housing impact fee, in compliance with City requirements.

(Ord. No. 1130-375, § 4, 6-25-18)

#### 29.8 - Alternatives.

An applicant or the City may propose an alternative means of compliance with this ordinance subject to the following provisions:

- A. **Alternatives Available to Projects Requiring an Impact Fee.** As an alternative to compliance with the impact fee requirements included in this Article, developers of residential or nonresidential development projects may propose to mitigate the affordable housing impacts of such development through the construction of affordable units on site or through an alternative mitigation program proposed by the developer and the Community Development Director, such as the provision of off-site affordable units, donation of land for the construction of affordable units, or purchase of existing units for conversion to affordable units. Property donated or dedicated shall be suitable for construction of affordable housing at a feasible cost, shall be served by utilities, streets and other infrastructure, and shall have no hazardous materials or other conditions that constitute material constraints on development of affordable housing on the property.

1. The City Council may adopt by resolution the percentage of affordable units needed to mitigate the impact of residential or nonresidential development projects on the need for affordable housing.
2. Any affordable rental or for-sale units proposed as an alternative to the payment of the housing impact fee shall be subject to the requirements described in Section 29.6 (Standards for Affordable Housing) and demonstrate financing or a viable financing plan, which may include public funding sources, is in place for the proposed affordable housing units.

**B. Alternatives Available to Projects Requiring On-Site Construction of Affordable Units.**

1. **Payment of an In-Lieu Fee.** The City may accept payment of an in-lieu fee in place of construction of on-site units if all of the following findings can be made:
  - a. The City determines that the in-lieu fee is adequate to cover the cost of providing at least an equivalent number of affordable units as would otherwise be required under this Article based upon an affordability gap analysis provided by the applicant.
  - b. The average unit size in the project seeking to pay an in-lieu fee is two thousand (2,000) square feet or four (4) bedrooms.
2. Any applicable in-lieu fees will be collected by the City prior to the issuance of the first building permit for the development. The fees shall be calculated based on the fee schedule in effect at the time the building permit is issued.
3. **Unit Size.** In projects where the market rate units all exceed two thousand (2,000) square feet, the size of the affordable units may be up to twenty percent (20%) smaller than the Market Rate Units.

**C. Approval of Off-Site Affordable Units.** If a developer proposes off-site affordable units or any other alternative in the affordable housing plan required under Section 29.6 (Standards for Affordable Housing), the review authority may approve such a proposal if it finds the proposal meets all of the following conditions:

1. Financing or a viable financing plan, which may include public funding sources, is in place for the proposed affordable housing units; and
2. The proposed location is suitable for the proposed affordable housing, is consistent with the Housing Element, general plan, and zoning, and will not cause residential segregation; and
3. Any affordable rental or for-sale units proposed as an alternative to the payment of the housing impact fee shall be subject to the requirements described in Section 29.6 (Standards for Affordable Housing).

**D. Alternatives to the Standards for Affordable Housing.** The City may consider alternatives to the requirements under Section 29.6 (Standards for Affordable Housing) and the review authority may approve such a proposal.

1. As an alternative to Section 29.6(B) Availability for Occupancy, the City may require, in-lieu of concurrent occupancy of the market-rate residential units and/or

the non-residential development and the required affordable housing units, that the developer be allowed to obtain a certificate of occupancy (including a temporary certificate of occupancy) for the market-rate residential units and/or the non-residential development so long as the completion of the affordable units is secured by the developer through an agreement under which the developer provides a completion guaranty for the construction of the affordable units and also agrees to pay a deposit or provide a letter of credit in the amount of the affordable housing impact fee and/or the in-lieu fee in the amount due under Section 29.5; or agrees to provide some other alternative mean of compliance allowed under the Guidelines.

2. As an alternative to Section 29.6(B) Availability for Occupancy, the City may require, in-lieu of concurrent occupancy of the market-rate residential units and/or nonresidential development and the required affordable housing units, that the developer be allowed to obtain a certificate of occupancy (including a temporary certificate of occupancy) for the market-rate residential units and/or the nonresidential development so long as the developer has secured building permits for the required affordable housing units and the completion of the affordable units is secured by the developer through an agreement under which the developer provides a completion guaranty for the construction of the affordable units or agrees to pay a deposit or provide a letter of credit in the amount of the affordable housing impact fee and/or the in-lieu fee in the amount due under Section 29.5; or agrees to provide some other alternative mean of compliance allowed under the Guidelines.
3. The City will have the option to exercise the guaranty, deposit, letter of credit, or any other forms of assurance for timely delivery in the event that the affordable units are not completed within five years from the date of the first building permit issued, with any allowable extensions, or other alternative.

E. Other Alternatives. The City may consider an alternative mitigation program proposed by the developer and the Community Development Director, such as the provision of off-site affordable units, donation of land for the construction of affordable units, purchase of existing units for conversion to affordable units or alternatives to the Standards for Affordable Housing.

F. Agreement with City for Financing. If the City enters into a financing agreement with the applicant, the parties may agree to alter the requirements of Section 29.6 (Standards for Affordable Housing).

G. Significant Number of Affordable Units. If an applicant exceeds the maximum percentage of affordable units set forth in the State Density Bonus law for low or very low income rental or moderate income ownership units, the City will consider an applicant's request to alter the requirements of Section 29.6 (Standards for Affordable Housing) in conjunction with its review of the planning application for the project and may reject or accept the request in its sole discretion.

(Ord. No. 1130-375, § 4, 6-25-18)

29.9 - Waiver of Requirements.

- A. **Timing of Request.** A developer may apply for a reduction, adjustment, or waiver of the requirements of this Article as part of an application for the first approval of a planning or building permit for a residential development project.
- B. **Application Requirements.** The developer must show that applying the requirements of this Article would result in an unconstitutional taking of property or would result in any other unconstitutional result. The developer shall set forth in detail the factual and legal basis for the claim, including all supporting technical documentation, and shall bear the burden of presenting the requisite evidence to demonstrate the alleged unconstitutional result.
- C. **City Assumptions.** The City may assume each of the following when applicable:
  - 1. The developer will benefit from the incentives set forth in State Density Bonus law and the zoning ordinance; and
  - 2. The developer will be obligated to provide the most economical affordable housing units feasible in terms of financing, construction, design, location and tenure.
- D. **Decision.** The review authority, based upon legal advice provided by or at the behest of the City Attorney, may approve a reduction, adjustment, or waiver of the requirements of this Article if the review authority determines that applying the requirements of this Article would effectuate an unconstitutional taking of property or otherwise have an unconstitutional application to the property. The reduction, adjustment, or waiver may be approved only to the extent necessary to avoid an unconstitutional result after adoption of written findings, based on legal analysis and the evidence.
- E. **Changes to the Project.** If a reduction, adjustment, or waiver is granted, any change in the residential development project shall invalidate the reduction, adjustment, or waiver, and a new application shall be required for a reduction, adjustment, or waiver per this section.

(Ord. No. 1130-375, § 4, 6-25-18)

29.10 - Housing Fund.

- A. **Establishment of the Fund.** There is hereby established in the City of Redwood City an “Affordable Housing Fund.” All affordable housing impact fees or other funds collected under this Article, including payment of any in-lieu fees, shall be deposited into the City's Affordable Housing Fund.
- B. **Use of Funds.** The monies in the Affordable Housing Fund and all earnings from investment of the moneys in the Fund shall be expended exclusively to provide housing affordable to extremely low income, very low income, lower income, and moderate income households in the City, consistent with the goals and policies contained in the City's Housing Element and the purposes for which the fees were collected, and for administration and compliance monitoring of the affordable housing program.
- C. **Guidelines.** The City Council may, from time to time, adopt guidelines for expenditure of monies in the affordable housing fund.

(Ord. No. 1130-375, § 4, 6-25-18)

29.11 - Enforcement.

- A. **Payment Obligation.** Payment of the housing impact fee is the obligation of the developer for a residential or nonresidential development project. 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 or development approval.
- B. **City Attorney Enforcement.** The City Attorney shall be authorized to enforce the provisions of this Article and all affordable housing agreements, regulatory agreements, and all other covenants or restrictions placed on affordable units, by civil action and any other proceeding or method permitted by law.
- C. **Developer Responsibility.** Failure of any official or agency to enforce the requirements of this Article shall not excuse any developer or owner from the requirements of this Article. No permit, license, map, or other approval or entitlement for a residential development shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this Article have been satisfied.
- D. **Remedies.** The remedies provided for in this Section shall be cumulative and not exclusive and shall not preclude the City from any other remedy or relief to which it otherwise would be entitled under law or equity.

(Ord. No. 1130-375, § 4, 6-25-18)

**From:** [Dennis Phillips, Sarah](#)  
**To:** [MGR-Jenny Lin](#); [MGR-Alin Lancaster](#)  
**Cc:** [Lillian Lew-Hailer](#); [Melissa Jeng](#); [Sears, Henry](#)  
**Subject:** City Council Meeting 9/13 Item RE 7.A. Amendments to the Affordable Housing Ordinance (concurrent delivery of affordable units and new development)  
**Date:** Monday, September 13, 2021 4:18:29 PM

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Dear Alin and Jenny,

Over the past few months, MidPen has worked with City staff to share our experience on the timelines associated with financing affordable housing, and how those timelines can make achieving concurrent delivery of market rate and affordable development challenging. Both MidPen and Tishman Speyer are thrilled that staff is incorporating considerations of those challenges in the amendments to the Affordable Housing Ordinance, through the development of guidelines for alternative means of compliance, including in regard to concurrent delivery.

We will be offering public comment to City Council in support of your efforts. In that comment, we will note that it is important that the Guidelines maintain sufficient flexibility to encourage developers to directly deliver affordable units. For example, limiting timing alternatives to the two currently discussed in the staff memo could disincentivize the direct construction of affordable housing. We hope to share our experience and insight with you to support your development of those Guidelines, in service of delivering both on-site and off-site affordable homes.

Sincerely,

Lillian Lew-Hailer,  
She | Her | Hers  
Vice President of Housing Development  
MidPen Housing Corp.  
1970 Broadway, Suite 100, Oakland, CA 94612  
t. 510.513.1320  
e. [llewhailer@midpen-housing.org](mailto:llewhailer@midpen-housing.org)



Sarah Dennis-Phillips  
**Sarah Dennis Phillips** (she/her)  
Tishman Speyer  
O: 415-344-6636  
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**From:** [MGR-Alin Lancaster](#)  
**To:** [MGR-Jenny Lin](#); [MGR-Alex Khojikian](#)  
**Subject:** FW: PUBLIC COMMENT: City Council Meeting 9/13 Item RE 7.A. Amendments to the Affordable Housing Ordinance (concurrent delivery of affordable units and new development)  
**Date:** Monday, September 13, 2021 4:28:47 PM  
**Attachments:** [image003.png](#)  
[image005.png](#)  
[image006.png](#)  
[image009.png](#)  
[image010.png](#)

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### Alin Lancaster

Housing Leadership Manager  
City of Redwood City  
Phone: (650) 780-7299  
Email: [alancaster@redwoodcity.org](mailto:alancaster@redwoodcity.org)  
Web: [www.redwoodcity.org](http://www.redwoodcity.org)  
Pronouns: she/her/hers



Redwood City Events on [Facebook](#) & [Twitter](#)

To support community and employee health, many City services are being offered virtually or with modifications. In-person services and activities will increase through the summer and fall. City Hall Summer Hours begin in July, with Building, Planning and Revenue Services offered in person on Tuesdays and Wednesdays.

For current information about City services and operating hours, please visit the [City website](#) at redwoodcity.org.

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**From:** CD-Mark Muenzer  
**Sent:** Monday, September 13, 2021 4:27 PM  
**To:** CD-Sue Exline <[sueexline@redwoodcity.org](mailto:sueexline@redwoodcity.org)>; MGR-Alin Lancaster <[ALancaster@redwoodcity.org](mailto:ALancaster@redwoodcity.org)>  
**Subject:** FW: PUBLIC COMMENT: City Council Meeting 9/13 Item RE 7.A. Amendments to the Affordable Housing Ordinance (concurrent delivery of affordable units and new development)

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**From:** Dennis Phillips, Sarah [<mailto:SPhillip@TishmanSpeyer.com>]  
**Sent:** Monday, September 13, 2021 4:24 PM  
**To:** GRP-City Council <[council@redwoodcity.org](mailto:council@redwoodcity.org)>  
**Cc:** Lillian Lew-Hailer <[llewhailer@midpen-housing.org](mailto:llewhailer@midpen-housing.org)>; Melissa Jeng <[mjeng@midpen-housing.org](mailto:mjeng@midpen-housing.org)>; Sears, Henry <[HSears@TishmanSpeyer.com](mailto:HSears@TishmanSpeyer.com)>  
**Subject:** PUBLIC COMMENT: City Council Meeting 9/13 Item RE 7.A. Amendments to the Affordable Housing Ordinance (concurrent delivery of affordable units and new development)

Some people who received this message don't often get email from [sPhillip@tishmanspeyer.com](mailto:sPhillip@tishmanspeyer.com). [Learn why this is important](#)

Some people who received this message don't often get email from [sphillip@tishmanspeyer.com](mailto:sphillip@tishmanspeyer.com). [Learn why this is important](#)

Dear Councilmembers-

As we approach tonight's hearing on Amendments to the Affordable Housing Ordinance, MidPen Housing and Tishman Speyer want to reiterate our commitment to the production of affordable housing. Our team is committed to working with Redwood City staff to help develop implementation guidelines that allow for the timely delivery of affordable housing community benefits, while not overburdening the affordable housing production process.

Having developers build affordable homes instead of paying the affordable fee will bring units to Redwood City more quickly and efficiently, but is also more cumbersome, risky and typically more expensive for developers than simply paying the fee. For example, in order to craft a feasible affordable housing benefit, Tishman Speyer took a great risk and acquired a separate property at 609 Price for the construction of 80 units of low, very, low and extremely low income affordable housing, at a time when land for affordable housing is scarce. Tishman Speyer acquired this site prior to having any surety on the approval of their commercial project at 2300 Broadway, and made a total financial commitment that is more than double what would be required by Ordinance, to support the affordable housing project's predevelopment at a much earlier point than when the fee is typically paid. Such strategic and creative leaps are only possible if developers are not overburdened by unachievable timing requirements, or duplication of financial commitments.

Therefore, we commend staff for recognizing that flexibility is required to ensure policies do not unintentionally disincentivize the direct construction of affordable housing. We greatly appreciate that the proposed amendments enable the Community Development Director to adopt Guidelines for determining acceptable alternative means of compliance, including in regard to concurrent delivery. **However, since those Guidelines are unavailable for review today, we request that the Council stay apprised of their development, and encourage City staff to leave enough flexibility in the forthcoming Guidelines to consider individual projects.** Providing this flexibility would allow developers to pursue creative methods and deliver both on-site and off-site affordable homes.

Thank you for your consideration. MidPen Housing and Tishman Speyer are committed to working as true partners to the Redwood City community.

Sincerely,

Lillian Lew-Hailer,  
She | Her | Hers  
Vice President of Housing Development  
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Sarah Dennis-Phillips

**Sarah Dennis Phillips** (she/her)

Tishman Speyer

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Diane Howard, Mayor  
Giselle Hale, Vice Mayor  
Alicia C. Aguirre, Council Member  
Lissette Espinoza-Garnica,  
Council Member  
Jeff Gee, Council Member  
Diana Reddy, Council Member  
Michael A. Smith, Council Member



## **DRAFT MINUTES**

TELECONFERENCE MEETING  
BROADCAST LIVE VIA  
CITY WEBSITE:  
[www.redwoodcity.org](http://www.redwoodcity.org)  
LOCAL CHANNEL 26  
COMCAST CHANNEL 27  
AT&T U-VERSE CHANNEL 99

### **JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING**

**Monday, September 13, 2021**

**6:00 PM**

The City Council held a closed session at 5:00 p.m. on September 13, 2021 conference with labor negotiators pursuant to California Government Code §54957.6. The meeting adjourned at 5:48 p.m.

1. **CALL TO ORDER** – Mayor Howard called the meeting to order at 6:00 p.m.
2. **ROLL CALL** – All Council Members were present.

Staff: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez and City Clerk Pamela Aguilar.

3. **PLEDGE OF ALLEGIANCE** – Council Member Gee led the pledge of allegiance.

4. **PRESENTATIONS/ACKNOWLEDGEMENTS**

- 4.A. **Recognition of CCS champions Sequoia High School baseball and basketball teams**

Sequoia High School baseball coach Mike Doyle and basketball coach Steve Picchi gave a presentation.

- 4.B. **Proclamation and presentation recognizing National Suicide Prevention Month**

Sara Mitchell and Eric Valladares from StarVista were present to accept the proclamation, and gave a presentation on StarVista's programs and services.

- 4.C. **Presentation by Fire Battalion Chief Chuck Lax on Zonehaven evacuation alert system**

Redwood City Fire Battalion Chief Chuck Lax gave a presentation.

**5. PUBLIC COMMENT ON THE CONSENT CALENDAR, ON MATTERS OF COUNCIL INTEREST AND ON ITEMS NOT ON THE AGENDA**

The following members of the public spoke:

- Jodi Paley
- Adrian Brandt

**6. CONSENT CALENDAR**

Motion and second, Aguirre and Espinoza-Garnica to approve all items on the Consent Calendar, passes unanimously by roll call vote.

**6.A. Public access easement and various agreements for the affordable housing development at 1304 El Camino Real by GS HIP 1304 ECR, LP (304) MO 21-162**

Recommendation:

1. By motion, approve the public access easement proposed for dedication along 1304 El Camino Real;
2. By motion, approve and authorize the City Manager to execute a Subdivision Improvement Agreement with GS HIP 1304 ECR, LP;
3. By motion, approve and authorize the City Manager to execute a Landscape Maintenance Agreement with GS HIP 1304 ECR, LP;
4. By motion, approve and authorize the City Manager to execute a Stormwater Treatment Measures and Maintenance Agreement with GS HIP 1304 ECR, LP; and
5. By motion, approve and authorize the City Manager to execute a Regulatory Agreement and Declaration of Restrictive Covenants (1304 El Camino) with GS HIP 1304 ECR Owner, LP.

CEQA:

Environmental Impact Report

**6.B. Sanitary Sewer Connection and Service – 475 Upland Road (APN 058-243-170), in unincorporated San Mateo County (802) Reso 15979 (0064)**

Recommendation:

Adopt a resolution authorizing approval for extension of sewer service to 475 Upland Road (APN 058-243-170), outside jurisdictional boundaries pursuant to Government Code Section 56133.

CEQA:

Categorically Exempt - Class 2. Replacement or reconstruction

**6.C. Sanitary Sewer Connection and Service – 477 Upland Road (APN 058-243-180), in unincorporated San Mateo County (802) Reso 15980 (0065)**

Recommendation:

Adopt a resolution authorizing approval for extension of sewer service to 477 Upland Road (APN 058-243-180), outside jurisdictional boundaries pursuant to Government Code Section 56133.

CEQA:

Categorically Exempt - Class 2. Replacement or reconstruction

**6.D. Amendment No. 10 to the Sanitary Sewerage Treatment Capacity Rights and Services (Town of Woodside) Agreement (304) Reso 15981 (0066)**

Recommendation:

Adopt a resolution approving Amendment No. 10 to the Sanitary Sewerage Treatment Capacity Rights and Services (Town of Woodside) Agreement, authorizing the City Manager to execute said amendment, and finding that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3).

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.E. Residential Purchase Agreement for the acquisition of a below market rate (BMR) home located at 1231 Warren Street, Unit 105 (304) Reso 15982 (0070) (501) Reso 15982 (0071)**

Recommendation:

1. Adopt a resolution approving the Residential Purchase Agreement for a BMR home located at 1231 Warren Street, Unit 105 and authorizing the City Manager to execute all necessary documents to effectuate the acquisition; and
2. Adopt a resolution approving an appropriation in the amount of \$389,180 from the City of Redwood City's Low and Moderate Income Housing Asset Fund for the acquisition of the BMR unit located at 1231 Warren Street, Unit 105.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.F. Tentative Agreement between the City of Redwood City and the Redwood City Police Supervisors' Association (PSA) (905) MO 21-163**

Recommendation:

By motion, approve Tentative Agreement relative to wages, hours, and other terms and conditions of employment for employees in the Redwood City Police Supervisors' Association for the period of August 30, 2021 to August 27, 2023.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**6.G. Waive second reading and adopt Zoning Ordinance amendments (Articles 31, 33, 36, 37, 45, 48) to amend the Accessory Dwelling Unit (ADU) requirements (602) Ord 1130-385 (540)**

Recommendation:

Waive second reading and adopt Zoning Ordinance amending the Accessory Dwelling Unit (ADU) requirements in the Zoning Ordinance (Articles 31, 33, 36, 37, 45, 48), including applying front yard setbacks and other miscellaneous amendments.

CEQA:

Multiple provisions of the California Environmental Quality Act (CEQA) apply to the proposed ordinance. The adoption of an ordinance to implement Government Code section 65852.2 (the Accessory Dwelling Unit Law) is a statutory exemption from CEQA pursuant to Public Resources Code section 21080.17. This applies to State law requirements that would be implemented by the proposed ordinance including the number of ADUs allowed, junior ADUs, ADUs in multifamily structures, setbacks, maximum allowable square footage, and providing for certain "statewide exemption" ADUs, all as specified in the staff report. In addition to implementing State law requirements, the proposed Ordinance would implement local requirements. Implementation of these additional requirements is not considered a project under CEQA because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment (CCR 15378). The implementation of both height-related standards and additional regulations related to short-term rentals (generally prohibiting), and ordinance effectiveness would not result in increases in density or intensity and would not be consider an environmental impact. These remaining items would be covered under the "common sense exemption" (CCR 15061(b)(3)).

**6.H. Approve Minutes of August 23, 2021 and August 28, 2021 City Council meetings (301) MO 21-164**

- 6.I. **Approve claims and checks from September 13, 2021 - September 27, 2021 and the usual and necessary payments through September 27, 2021**

(303) MO 21-165

7. **PUBLIC HEARINGS**

- 7.A. **Amendments to the Affordable Housing Ordinance to provide a preference for those who live or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness**

(301) MO 21-166

Housing Leadership Manager Alin Lancaster gave a presentation.

Mayor Howard opened the public hearing.

The following members of the public spoke:

- Ken Chan

Mayor Howard closed the public hearing.

Recommendation:

1. Hold a public hearing; and
2. Waive the first reading and introduce amendments to the Affordable Housing Ordinance.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**Motion and second, Espinoza-Garnica and Aguirre to waive the first reading and introduce amendments to the Affordable Housing Ordinance, passes unanimously by roll call vote.**

- 7.B. **Request for General Plan amendment initiation of the amended project at 901 El Camino Real. This initiation of the amended project supersedes the initiation of the prior project.**

Assistant Community Development and Transportation Director Sue Exline and Principal Planner Lindy Chan gave a presentation.

901 El Camino Real project developer John Fong from Kenson Ventures gave a presentation.

Mayor Howard opened the public hearing.

The following members of the public spoke:

- Marcelene Luna
- Kalisha Webster, Housing Choices
- Kris Johnson
- Clara Jaeckel
- Adrian Brandt
- Rona Gundrum

Mayor Howard closed the public hearing.

Recommendation:

Adopt a resolution initiating the amended project at 901 El Camino Real.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

**Motion and second, Hale and Reddy to adopt a resolution initiating the amended project at 901 El Camino Real, passes 6-1 with Council Member Espinoza-Garnica opposing.**

## 8. STUDY SESSIONS

### 8.A. Study session on shared micromobility services in Redwood City

Transportation Manager Jessica Manzi and Senior Transportation Planner Malahat Owrang gave a presentation.

The following members of the public spoke:

- Adrian Brandt

Recommendation:

Hold a study session on shared micromobility services in Redwood City.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

A study session was held. No Council action was taken on this item.

## 9. MATTERS OF COUNCIL INTEREST

### 9.A. City Council Member Report of Conference Attended – Council Member Espinoza-Garnica reported on Equality California’s LGBTQ Conference.

**9.B. City Council Committee Reports**

- A. Transportation / Mobility Sub-Committee** – Council Member Espinoza-Garnica gave an update.
- B. Utilities Sub-Committee** – Mayor Howard gave an update.
- C. City-Owned Property Ad Hoc Committee** – Mayor Howard gave an update.
- D. Harbor View Ad Hoc Committee** – Mayor Howard gave an update.

**9.C. City Manager (Oral) Update** – City Manager Stevenson Diaz gave an update on new Fire Department personnel, Covid-19 booster vaccines, and Welcoming Week that was kicked off in Redwood City over the weekend. Upcoming Welcoming events include story time at Marlin Park on Tuesday, September 14 and Welcoming Week for Families on Saturday, September 18.

**10. ADJOURNMENT** – Mayor Howard read a biography on Mervin G. Morris and adjourned the meeting in his memory at 9:50 p.m.

Respectfully submitted for approval.

Pamela Aguilar, CMC  
City Clerk

Diane Howard, Mayor  
Giselle Hale, Vice Mayor  
Alicia C. Aguirre, Council Member  
Lissette Espinoza-Garnica,  
Council Member  
Jeff Gee, Council Member  
Diana Reddy, Council Member  
Michael A. Smith, Council Member



**DRAFT MINUTES**  
TELECONFERENCE MEETING  
BROADCAST LIVE VIA  
CITY WEBSITE:  
[www.redwoodcity.org](http://www.redwoodcity.org)  
LOCAL CHANNEL 26  
COMCAST CHANNEL 27  
AT&T U-VERSE CHANNEL 99

**CITY COUNCIL SPECIAL MEETING  
CLOSED SESSION**

**Monday, September 20, 2021, 5:00 PM**

1. **CALL TO ORDER** – Mayor Howard called the meeting to order at 5:00 p.m.
2. **ROLL CALL** – All Council Members were present via teleconference. Council Member Gee joined the meeting at 5:05 p.m.

City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez, City Clerk Pamela Aguilar and City consultant Greg Larson were present.

3. **PUBLIC COMMENT** – Two members of the public provided public comment (Gerd Stieler and Johanna Rasmussen), which were read into the record by the City Clerk.

At 5:10 p.m., after Public Comment, City Clerk Aguilar left the meeting.

4. **CLOSED SESSION**

**4.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [Gov't. Code §54957]**

Titles: City Manager and City Attorney

Closed session regarding a public employee performance evaluation pursuant to paragraph (1) of subdivision (b) of Section 54957:

*Gov't Code § 54957(b)(1) "...this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."*

5. **ADJOURNMENT** – Mayor Howard adjourned the meeting at 8:15 p.m.

Respectfully submitted for approval.

Pamela Aguilar, CMC  
City Clerk



## STAFF REPORT

### To the Honorable Mayor and City Council From the City Manager

**DATE:** September 27, 2021

#### **SUBJECT**

Property exchange with the County of San Mateo to facilitate the construction of the Blomquist Street Extension to support transportation and public safety and advance City priorities related to housing and homelessness

#### **RECOMMENDATION**

The City Council City Owned Property Ad Hoc Committee (Mayor Howard, Vice Mayor Hale, and Councilmember Reddy) recommend that the City Council:

1. Adopt a resolution considering an addendum to the 1548 Maple Street Project Final Environmental Impact Report for the development activities associated with the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo in accordance with the requirements of the California Environmental Quality Act;
2. Adopt a resolution approving the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo and authorizing the City Manager to execute documents necessary to effectuate the land exchange transaction; and
3. By motion, direct and authorize the City Manager or her designee to enter into a tri-party agreement (Tri-Party Agreement) with 1548 Maple LLC and the County, to facilitate construction activities, including among other things, (1) the City and/or County allowing 1548 Maple LLC and its contractors and subcontractors to use for construction-related vehicular parking, lay down storage space and excess soil storage and fill importation, as applicable, (a) mutually acceptable portions of the 1580 Maple parcel that will not be needed for continued operation of the existing County homeless shelter as authorized by the Leaseback Agreement, and (b) mutually acceptable portions of the 1469 Maple City Parcel, and (2) 1548 Maple LLC agreeing to allow City to deliver Blomquist Extension right-of-way rights over the 1580 Maple Property by May 1, 2023 by not seeking its final temporary certificate of occupancy until that date at the earliest, all on terms, including City's standard insurance and indemnity requirements, approved by the City Attorney.

**STRATEGIC PLAN GUIDING PRINCIPLE**

Transportation  
Housing  
Healthy Community for All

**BACKGROUND**

The proposed property exchange advances multiple City priorities, including improving circulation and public safety, supporting increased County services for homeless individuals in Redwood City, and preserving approximately 10 acres of City property adjacent to water for future community uses which could include park, recreational and open space uses. The recommended terms address community feedback received in 2020 related to housing, transportation, environmental and recreational concerns, and preservation of existing industrial uses in the area. The proposed exchange terms were developed through extended exploration of shared interests and alternative approaches with the active support of the City Council’s City Owned Property Ad Hoc Committee.

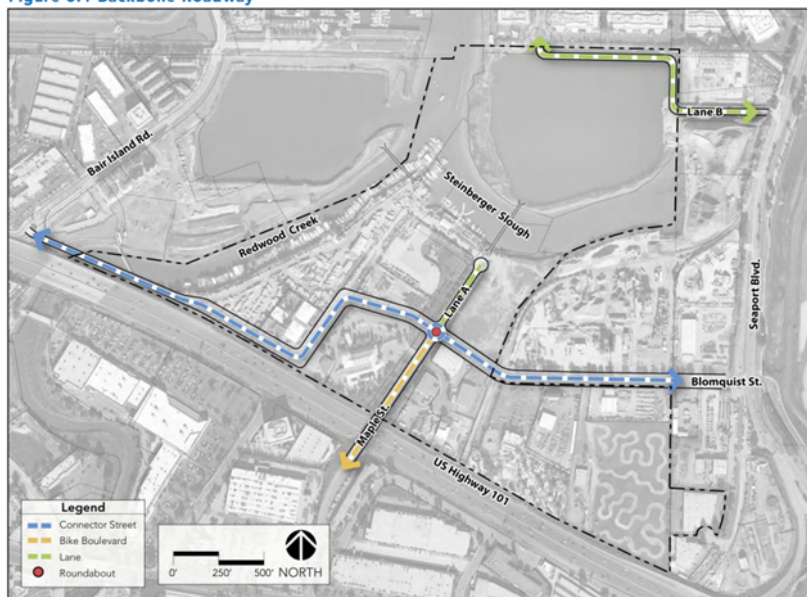
**Blomquist Extension**

Over the past four years, the City and the County of San Mateo have discussed a potential property exchange of two properties in the Inner Harbor area of the City. For the City of Redwood City, this exchange would allow Phase 1 construction of the Blomquist Street Extension (Blomquist Extension). The Blomquist Extension consists of extending Blomquist Street from Maple Street to Bair Island Road through a vehicular bridge (Figure 1).

**Figure 1**

chapter 6: circulation and transportation demand management

Figure 6.1 Backbone Roadway



redwood city inner harbor specific plan | october 2015 | 6 - 3

Both the City's 2010 General Plan and the Citywide Transportation Plan, rwcMoves, identify extending Blomquist Street as a key project to improve circulation and safety east of US 101 and create additional access for residents to enjoy the waterfront. This extension meets identified goals of transportation network gap closure, connectivity and safety.

The Blomquist Extension will provide multiple benefits for residents, visitors, and employees, including:

- Improved access for emergency responders by providing a second point of entry and exit to the neighborhood and faster public safety response times to the northern portion of the City limits
- Improved community access to and from the Inner Harbor area and Pacific Shores (for the Bay Trail, jobs at Pacific Shores, visits to a future Bayfront park, and access to recreational waterfront activities such as rowing at the Bair Island Aquatic Center)
- Improved non-vehicular access along the Bay Trail

In 2020 some residents raised concerns that the Blomquist Extension would be highly travelled as an alternative to US 101. While it is possible that drivers on US 101 could use Blomquist as a parallel route when the US 101 is extremely congested, the Blomquist Extension is designed as a localized street to support neighborhood traffic needs. The project's circuitous route includes a number of traffic calming elements such as the use of multiple roundabouts. According to the City's traffic engineering team, there would be very limited travel time benefit which would discourage this as a cut-through route for US 101 traffic.

The construction of the Blomquist Extension would require the demolition of an existing County facility on County-owned property at 1580 Maple. This facility currently serves as a shelter for persons experiencing homelessness, so the County of San Mateo would require a new location for its existing services. County acquisition of a new site would present future opportunities for construction of a Homeless Navigation Center (a shelter offering housing and social services to homeless individuals), transitional housing and supportive permanent affordable housing. The County has investigated potential locations throughout the County for many years, without success. As such, the County sees its 1580 Maple site as the best location to develop a navigation center, unless the City and County agree on a property exchange.

The two properties originally involved in the potential exchange were the City's 3.29 acre parcel at 1402 Maple Street and the County's 2.00 acre parcel at 1580 Maple Street (See Figure 2).

Figure 2

(Red- City owned property; Yellow-County owned property)



City and County staff negotiated a property exchange agreement that was considered by the City Council at the [July 13, 2020 City Council meeting](#). During the meeting, the City Council received significant public comment. Ultimately, the City Council directed staff to work with the City Council City Owned Property Ad Hoc Committee in negotiating with the County to facilitate a property exchange.

#### City Council City Owned Property Ad Hoc Committee

Mayor Howard initially appointed herself, Vice Mayor Masur and Councilmember Bain to the City Owned Property Ad Hoc Committee in 2020. In January 2021, Mayor Howard appointed Vice Mayor Hale, and Councilmember Reddy to the Committee, replacing Vice Mayor Masur and Councilmember Bain as their City Council terms ended in December 2020. The Committee met several times over the past 14 months, seeking an approach that would enable the Blomquist Extension, enable the creation of a new homeless navigation center, and preserve a large area for future public passive/active recreational and open space. These goals reflected community feedback received in June 2020.

The Committee met with County officials to explore shared interests. The Committee recommended that the City Council hold a [study session on November 9, 2020](#) on a potential Bayfront park and county navigation center in the Inner Harbor area. During the study session, the City Council received input and feedback from the community and the full City Council provided City staff with guidance for potential next steps. San Mateo County representatives also presented their vision for addressing homelessness at the study session. Three potential property exchange options were presented; each option included exchanging a portion of the City's 1402 Maple parcel with the County's 1580 Maple parcel. During the meeting, City Councilmembers expressed interest in exploring an exchange that involved a portion of the City-owned parcel behind the City's Police Department (~1469 Maple) that sits diagonally adjacent to the County's current 1580 Maple Homeless Shelter, instead of exchanging City property at 1402 Maple (See Figure 2).

During the Study Session, the City Council provided input on seeking an approach that would:

- Build the Blomquist Extension to create increased access to the waterfront and the Bair Island neighborhood, which will increase connectivity and safety
- Preserve as much of the remaining City owned property in the Inner Harbor area for recreational, open space and waterfront uses generally consistent with the Vision of the 2015 Draft Inner Harbor Specific Plan and help address future sea level rise
- Address the rising challenges with homelessness in San Mateo County and specifically in Redwood City by developing a new Homeless Navigation Center

Since the November 9, 2020 study session on the Bayfront Park and Navigation Center, which was well received by the community, the City Owned Property Ad Hoc Committee has met regularly to discuss the development of a draft property exchange proposal. The City Owned Property Ad Hoc Committee has been actively involved in engaging community stakeholders and negotiating with the County to ensure a fair transaction for both parties. City staff conducted additional due diligence and issue analysis on the middle parcel at 1469 Maple (Figure 3).

The City Owned Property Ad Hoc Committee is balancing competing policy priorities in the Inner Harbor area:

- Preserve as large an area as possible for future passive/active recreational and open space generally consistent with the Vision of the 2015 Draft Inner Harbor Specific Plan and help address future sea level rise
- Address rising challenges with homelessness in San Mateo County and specifically in Redwood City
- Support waterfront access, connectivity and safety with the Blomquist Extension

### ANALYSIS

#### Property Exchange Proposal

Since the November 9, 2020 study session, City staff have conducted additional research and analysis on the parcel at 1469 Maple. Figure 3 is an aerial view of City owned property in the inner harbor area. Shown in red is the 2.5 acre parcel at 1469 Maple that the City proposes to exchange with the County so the County can build a new homeless navigation center. The proposed Real Property Exchange Agreement provides for exchange of 2.5 acres of City owned property 1469 Maple for 2 acres of County owned property at 1580 Maple.

Figure 3

≈1469 Maple St - 2.5 Acres



The proposed approach supports important City goals for improved traffic circulation, safety for residents east of 101, reducing homelessness, preserving opportunities for public use of property adjacent to the water, and avoiding potential conflicts with existing industrial uses. It also leverages private investment for public amenities (1548 Maple frontage improvements and Phase 1 Blomquist Extension)

#### *1469 Maple Parcel (City Owned)*

In Figure 3, the purple lines adjacent to the parcel on Maple and the new Blomquist Extension show the frontage improvements and parking that will be completed by the private developer. These improvements include streets, sidewalks, curb, gutter, street trees and street lights. After the property exchange is completed there will be approximately 10+ acres (in green) in the Inner Harbor area that can be planned for future park space, waterfront recreation and passive open space. The wetland areas within 1469 Maple are not included in the exchange. The area bounded in red at 1469 Maple is entirely outside of the jurisdictional boundaries of the Regional Water Quality Control Board, United States Fish and Wildlife Service, and Army Corps of Engineers. These agencies will not need to approve development in the parcel to be exchanged with the County. The City will also be retaining a 20 foot wide public use easement on the property frontage along Maple for public utilities.

The City's 1469 Maple parcel, designated as San Mateo County Assessor's Parcel No. 052-398-010, and referenced in Figure 2 above, is approximately 4.5 acres in size. Most of the parcel is currently being used by the City's auto dealerships to store dealership vehicles. Over the past year, City staff has been in regular contact with the City's auto dealerships and has been working on alternative parking arrangements for dealership vehicle storage. Current alternative arrangements include parking some vehicles at the City owned 1402 Maple parcel (on an area not occupied by the City's Safe Parking Program) and additional vehicles at the County's parking garage at County Center. City staff is also investigating additional parking on the top floor of the City owned Marshall Street Garage in the downtown and is discussing additional potential parking options with private property owners. Adequate vehicle parking and storage is very important for the City's automobile dealers to successfully sell cars. In turn, the City receives a significant portion of its sales tax revenues from these dealerships via their auto sales.

### *1580 Maple Parcel (County Owned)*

1580 Maple Street (County owned) The County owns the real property located at 1580 Maple Street ("County Parcel") and referenced in Figure 2, designated as San Mateo County Assessor's Parcel No. 052-532-020. This parcel is approximately 2 acres. The County is currently operating a homeless shelter on the site with approximately 145 beds, kitchen and shower facilities. The shelter has been in operation at least since 1987. The County plans to relocate the homeless shelter and construct a new navigation center at the 1469 Maple Street site within 14 months.

### **Other Terms of the Property Exchange Agreement**

#### *On Demand Homeless Shelter Housing Preference*

To equalize the value of the two exchange properties, on an ongoing basis the County will provide up to five shelter hold units at its Navigation Center for immediate placement of unsheltered individuals by Redwood City staff or contractors. The shelter provider will administer the program as part of the navigation center. Unsheltered individuals will transition from the hold units and will be assessed as part of the Coordinated Entry System (CES) and transition into the County's Homeless Crisis Resolution system as soon as a CES placement is available. The hold units would be similar to the remaining navigation center units, but utilized specifically for the purpose of immediately providing emergency housing for unsheltered individuals in Redwood City while those individuals transition into the Coordinated Entry System. The use of hold units at the Navigation Center is critical for helping the City address community concerns for sheltering individuals, and for reducing community impacts associated with homeless encampments. The City routinely hears from residents concerned about homelessness in Redwood City.

#### *Development Fees and Existing Shelter Lease Back*

The County will also agree to pay up to \$390,000 in certain City development fees, including water and sewer system capital facilities fees, sewer facility fees, and water and wastewater treatment capacity fees. The County will receive City impact fee credits for up to approximately 42,000 square feet for the existing buildings at 1580 Maple Street (current homeless shelter and decommissioned jail facility).

In addition to these terms, the City and County will agree to a limited term leaseback of the County building that currently houses the homeless shelter once the City obtains ownership of 1580 Maple Street. This will allow the County to continue operating the homeless shelter until the Leaseback Agreement

expiration date of November 1, 2022 which is also the date by which the property needs to be vacated to facilitate timely development of Phase 1 of the Blomquist Extension. The Leaseback Agreement may be extended by both parties if there is mutual agreement. Should the County not vacate 1580 Maple Street by November 1, 2022, the County would then be obligated to pay City \$5.5 million in liquidated damages to compensate City for anticipated costs arising from the Phase 1 Blomquist Extension project delay. The County would also have to pay fair market rent (\$16,000 per month) for its use of 1580 Maple Street if the County holds over beyond the expiration of the Leaseback Agreement.

The County has also agreed to pay up to \$175,000 towards additional anticipated demolition costs for the demolition of those buildings and improvements, or portions thereof, on the County Parcel, which do not have to be demolished to accommodate construction of the Blomquist Extension. Demolition of those additional improvements will make it possible to reuse the remainder of the County Parcel for other uses to be determined in the future, including potentially for additional affordable housing.

The escrow period for the proposed property exchange transaction is 45 days after City and County approval, which can be extended if needed.

*1580 Maple- City Affordable Housing Land Lease Option for County Consideration*

As part of the property exchange, the County has a five year option period to potentially ground lease from the City the portion of the County Parcel not needed for the Blomquist Extension (“Lease Option”). This allows the City to construct the Blomquist Extension (solid yellow area in Figure 4), and leaves 1.5 acres (outlined in red) that could be used for other uses including potential additional affordable housing or permanent supportive affordable housing.

Figure 4



The proposed deal terms for the County's Lease Option include:

- City to own and provide the County with a 5 year option to ground lease from the City the 1.5 acre remnant/remainder parcel for affordable housing or permanent supportive affordable housing
- Up to a 65 year land lease
- Nominal rent of \$100 for the term in light of the required affordable housing use
- Development timing requirements – The ground lease would terminate if County does not move forward with an affordable housing development project within 5 years after exercising the ground lease option
- City can move forward with an affordable housing project on its own thereby terminating County's option at any time prior to County's exercise of its ground lease option
- County to pay all development fees for any future project on the remnant parcel

**County of San Mateo Goal of Functional Zero Homelessness and New Navigation Center**

San Mateo County continues to face an unprecedented and growing shelter crisis with homelessness experienced disproportionately by race and other protected characteristics. According to the County 2019 One-Day-Count, over 1,500 County residents were experiencing homelessness, with over 900 unsheltered. The largest number of unsheltered individuals were in Redwood City with a substantial population living in tents and on the street and facing numerous daily challenges, including exposure, high stress levels, sleep deprivation, unsanitary surroundings, lack of access to hygiene and care, and poor nutrition.

Although the County has not undertaken a One Day Count since 2019, owing to the COVID-19 pandemic, the City did conduct its own one day count on April 30, 2021 and counted 111 unsheltered residents in Redwood City. All indications are that the pandemic, and its associated medical, social, and economic impacts, have exacerbated the housing crisis and strained existing shelter capacity, due to social distancing protocols. This has further imperiled those experiencing homelessness.

In response to these circumstances, the County redoubled its efforts to prevent and end homelessness. The County target is functional zero homelessness, meaning that every resident experiencing homelessness who seeks assistance can be sheltered in an emergency shelter, or in temporary or permanent housing and that these residents receive services that promote stable long-term housing. In pursuit of this functional zero goal, the County has provided resources through the County Rapid Rehousing Program; secured temporary non-congregate shelter at local hotels; developed alternative care sites to house those experiencing homeless who need to quarantine; and acquired and converted multiple hotels to affordable or supportive housing. Despite these efforts, the County continues to have a substantial shortage of beds for those experiencing homelessness, with a minimum need for this site of 240-260 additional beds.

To meet this urgent and critical need, the County Manager’s Office has directed the County’s Project Development Unit (PDU) to install, on an emergency basis, an appropriately sized low-barrier navigation center. The navigation center model provides short-term housing, while also offering on site a range of intensive safety-net and other housing, stability, and recovery focused case management services.

This contemplated navigation center, presently referred to as the Maple Street Navigation Center, and would be located at 1469 Maple Street. The elevation of the site would be raised through soil importation to protect against sea level rise.

The navigation center, which would serve single individuals, as well as couples, would provide 240 non-congregate accessible sleeping units, approximately two-thirds of which would contain restrooms. Early schematic design contemplates a secured array of prefabricated sleeping, support, and service units, some stacked (up to three stories) and others single level, along with a commercial kitchen, dining hall, community building, training center, outdoor respite and recreation space, storage, and parking area. The modular sleeping and support units will be clad with a rain screen siding facade to provide the facility with a coordinated, contemporary, and residential aesthetic. Landscaping and green space will play a key component in the Navigation Center, and the County has retained a landscape architect to design

beautiful, restorative, and sustainable on-site green spaces appropriate for the location and surrounding development.

County staff anticipates that design and construction of the navigation center, for which a formal budget is currently being developed, will be funded through a combination of federal, state, county, and philanthropic funds. Taking these in order, the County has applied for and received a federal grant of \$500,000 to be spent on the furniture, fixtures, and equipment necessary to complete and operate the facility.

The County also intends to apply for funds through the California Department of Housing and Community Development Project Homekey 2.0 program. The County will apply either singly or in collaboration with a nonprofit partner. The State's project Homekey 2.0 program grant application process just opened, and the State plans to allocate approximately \$150,000 in support for each bed for certain rapidly acquired/delivered housing.

The City and County both seek to provide housing that is affordable at all income levels, to support the most vulnerable members in our community, and to end homelessness. The property exchange reflects these shared priorities. The City Council Ad Hoc Committee has worked with staff to support a property exchange that addresses multiple community interests and which benefits both the City and the County.

### **Synergy with 2015 Draft Inner Harbor Specific Plan and Possibilities for Open Space and Waterfront Access**

In 2014-15 the City conducted a community engagement process to develop a 2015 Draft Inner Harbor Specific Plan. Although the 2015 Draft Inner Harbor Specific Plan was never approved by the City Council, the City received substantial community input which was considered during the property exchange negotiations. Many elements proposed in the 2015 Draft Inner Harbor Specific Plan can be implemented with the property exchange.

Planning consultant MIG, the same firm which conducted the Inner Harbor Specific Plan process, analyzed the proposed land exchange's consistency with the 2015 Draft Inner Harbor Specific Plan's Vision and Guiding Principles. In particular, MIG assessed circulation and park, open space, and recreational amenities. MIG's analysis was reviewed as part of the November 2020 study session on the potential creation of a Bayfront Park.

- Circulation – The 2015 Draft Inner Harbor Specific Plan called for the extension of Blomquist Street across the Redwood Creek and for a widening and enhancement of the Maple Street overcrossing connecting Inner Harbor to Downtown Redwood City. With the property exchange, both the Blomquist Street extension and the Maple Street overcrossing could be achieved. The roadway design has been refined since 2015.
- Park, Open Space, and Recreational Amenities – The 2015 Draft Inner Harbor Specific Plan envisioned a multi-field sports park, tot lots, passive recreation areas, Bay Trail extension, waterfront promenade, boat launches, observation plazas and amphitheater, possible boat house, and wetlands.

Figure 5



MIG developed Figure 5 to illustrate potential opportunities to provide public recreational and open space amenities on City property following the property exchange with the County. Conceptually, the Bay Trail could be extended and the boat house and launches, observation plazas and amphitheater previously contemplated could be provided along with a promenade and a tot lot. A sport field could be accommodated and the water tower could be incorporated into the design. Sea level rise improvements could also be included in the future park development. This illustration is meant to provide a sense of scale, however, it is not a firm plan.

On a separate path from the property exchange, City staff is planning a robust public process for future park, recreation and open space uses on the remaining 10+ acres of City-owned property in the Inner Harbor area. At its February 26, 2021 meeting, the City Council budgeted \$50,000 in one-time funds for planning studies for this purpose. Engagement activities will begin in spring 2022, led by the City's Parks and Recreation Commission and Planning Commission. The City will hire a planning consultant to draft a plan for the public space area after conducting community engagement. Engagement will include stakeholder groups, businesses and residents in the area

### Community Outreach

The City Council received extensive public comment at the July 13, 2020 City Council meeting when the property exchange item was originally introduced for City Council consideration. Furthermore, the City

Council hosted a study session regarding the potential property exchange at its November 9, 2020 City Council meeting to receive public input on a future Bayfront park and a navigation center in the Inner Harbor area. City staff and the City Council City Owned Property Committee considered this feedback in developing the property exchange proposal. Additionally, City staff and the City Council City Owned Property Committee engaged with the following stakeholders periodically:

- 1548 Maple Developers (Carlyle)
- Auto Dealerships
- Bair Island Aquatic Center
- Bair Island Neighborhood Association
- Granite Rock
- Housing Leadership Council San Mateo County
- LifeMoves
- Port of Redwood City
- Redwood City Parks and Arts Foundation
- Seaport Industrial Association
- Sierra Club

All stakeholders were appreciative that the City reached out to communicate the work that City staff and the City Owned Ad Hoc Committee conducted over the past 14 months. Manny commented they believed the proposed approach addresses most of the concerns that have been raised.

A few stakeholders commented that they would like to make sure that the Blomquist Extension does not attract speeding motorists and is not used as a preferred alternative to bypass Highway 101 traffic. To address those concerns, they would like to see traffic calming elements incorporated into the overall design of the Extension. As noted above, the Blomquist Extension is designed as a localized street to support neighborhood traffic needs. The project's circuitous route includes a number of traffic calming elements such as the use of multiple roundabouts.

The leadership of the Bair Island Neighborhood Association supported the property exchange, but expressed concerns about the future Blomquist bridge extension that would connect the neighborhood to the Inner Harbor area and the overall cost associated with the future bridge project. Industrial stakeholders appreciated that the 1469 Maple Parcel provides adequate distance from active industrial uses for the development of a navigation center.

Park and recreational water sports advocates appreciated that the waterfront was preserved for future park space and that the City will begin the future Bayfront park visioning process for 10+ acres in spring 2021.

Housing and homelessness advocates supported the development of a new navigation center and the option to develop affordable housing on the remnant/remainder parcel at 1580 Maple.

Some parks advocates would like the remnant/remainder parcel at 1580 Maple to be dedicated to future park space.

Auto dealership representatives appreciated that City staff were working to make alternative arrangements for storing dealership vehicles.

**Next Steps**

Should the City Council approve the property exchange agreement, the County Board of Supervisors is scheduled to discuss the property exchange agreement at the September 28, 2021 Board of Supervisors meeting. If both legislative bodies approve the agreements, escrow will be opened and the parties will move forward with the goal of consummating the exchange transaction within the 45-day escrow period. The City has notified all dealerships currently leasing the City's property at 1469 Maple that they will need to vacate the site in the near future to facilitate the real property exchange and development of the Blomquist Extension and that alternative arrangements for vehicular parking discussed in this report will be pursued.

1548 Maple LLC, who is tasked with constructing the City's Phase 1 Blomquist Extension as part of the 1548 Maple townhome development, plans to begin construction of portions of the Blomquist Extension not involving the County Parcel next month and commence movement of imported dirt from their project site at 1548 Maple to 1469 Maple Street to begin raising a portion of that parcel which will facilitate construction of the extension and raise the elevation of a portion of the existing parcel (figure 3) prior to development to account for anticipated sea level rise.

Should the City Council give authority to the City Manager to enter into the proposed Tri-Party Agreement with 1548 Maple LLC and the County, then City staff will proceed to negotiate, draft and execute an agreement among the three parties that would allow 1548 Maple LLC and its contractors and subcontractors to facilitate construction activities, including among other things, (1) the City and/or County allowing 1548 Maple LLC and its contractors and subcontractors to use for construction-related vehicular parking, lay down storage space and excess soil storage and fill importation, as applicable, (a) mutually acceptable portions of the 1580 Maple parcel that will not be needed for continued operation of the existing County homeless shelter as authorized by the Leaseback Agreement, and (b) mutually acceptable portions of the 1469 Maple City Parcel, and (2) 1548 Maple LLC agreeing to allow City to deliver Blomquist Extension right-of-way rights over the 1580 Maple Property by May 1, 2023 by not seeking its final temporary certificate of occupancy until that date at the earliest.

**FISCAL IMPACT**

On August 3, 2018 the City and 1548 Maple, LLC executed a development agreement in order to facilitate the development of the 1548 Maple Street Project which will consist of up to 131 townhomes. To facilitate that development, the City vacated a portion of Maple Street in exchange for a public right-of-way and utility easement over, under and through a portion of the 1548 Maple Street property. 1548 Maple, LLC agreed to, among other things, construct or pay for certain public improvements including the construction of Phase 1 of the Blomquist Extension. Since a portion of the planned Blomquist Extension goes through the County Parcel, the City agreed to make efforts to obtain fee title to or a right-of-way easement over the County Parcel in time for 1548 Maple, LLC to construct the full length of Phase 1. Strada

Investment Group, the principal member/owner of 1548 Maple, LLC sold its interests in the LLC entity to Carlyle Group who is now controlling the company and leading the development of the project. City staff has been in regular communications with representatives of Carlyle regarding facilitating the development of the first phase of the Blomquist Extension.

Should the City be unable to obtain the required fee interest or right-of-way over the County Parcel prior to the issuance of a certificate of occupancy for the final 1548 Maple Street townhome building, Carlyle, in lieu of constructing certain segments of the Blomquist Extension, may make an in-lieu payment to the City in the amount of \$1,992,370 (to be escalated by percentage increases in construction costs since 2018) and assign plans and drawings for the Blomquist Extension to the City, in which case the City would be responsible for constructing these segments.

There are comparative advantages, including economies of scale, in having Carlyle construct these additional segments, including the segment that goes through the County Parcel; staff estimate it would cost the City approximately \$7.5 million to construct these segments if Carlyle does not undertake the work. The difference in construction cost between Carlyle and the City is due to the City's need for additional construction management, the economies of scale benefits of including the roadway extension with a much larger project if Carlyle does the work, and the requirements of government agencies to comply with Public Contracting Code requirements.

Should the City lose the opportunity to have Carlyle undertake construction of the entire Phase 1 Blomquist Extension because County holds over beyond the November 30, 2022 Leaseback Agreement expiration date, the County would pay \$5.5 million in liquidated damages to the City. This is intended to cover some of the incremental increase in City's construction costs if Carlyle were unable to fully construct all segments of the Phase 1 Blomquist Extension due to City's inability to timely deliver the required right-of-way. In order to assure that the anticipated timing of City's delivery of the County Parcel right-of-way will track with Carlyle's construction schedule, City staff is currently discussing with Carlyle a potential minor amendment of the development agreement as part of the potential City Manager negotiated and executed tri-party agreement that the City will have until at least May 1, 2023 to deliver the required County Parcel right-of-way to Carlyle. As part of a proposed Tri- Party agreement Carlyle seeks to license portions of City and County owned real property on 1580 maple and 1469 Maple for limited durations to facilitate construction of the Blomquist Extension and Maple Street improvements. Carlyle has verbally indicated that based on current construction schedules there is no practical way for Carlyle or its successor to be in position to seek the final building certificate of occupancy permit until well after April 2023. However, absent a further clarifying agreement with Carlyle, there is some risk that City would have to take on the obligation to complete the two segments of the Phase 1 Blomquist Extension, including the County Parcel segment, if Carlyle or its successor is able to obtain a certificate of occupancy for the final townhome building prior to the County's vacation of 1580 Maple Street.

City staff intend to actively monitor progress of the 1548 Maple development and engage in ongoing progress discussions with County and Carlyle (or its successor) with the goal of ensuring that City does not have to take on that burden. Carlyle plans to begin constructing the first portion of the Phase 1 Blomquist Extension project next month.

Funding for Phase 2 of the Blomquist Extension (bridge over Redwood Creek) has yet to be secured. It is anticipated that construction of the vehicular bridge will be funded by fair share payments from future developments on Bair Island and the Inner Harbor area and other federal, state, and local funding. There are costs associated with executing the land exchange in order to complete a close of escrow. It is anticipated that staff will submit a mid-year budget amendment request to cover these costs.

### **ENVIRONMENTAL REVIEW**

A Final Environmental Impact Report (EIR) was prepared and certified by the City on May 7, 2018, in connection with the 1548 Maple Street Project. The EIR has been reviewed and an Addendum to the EIR (EIR Addendum) has been prepared to address certain development activities associated with the Real Property Exchange Agreement. The purpose of the addendum is to determine whether and to what extent the EIR is sufficient for addressing the potential impacts of, and providing required mitigation for, the Real Property Exchange Agreement development activities.

The EIR Addendum concludes that the changes in the 1548 Maple Street project associated with the Real Property Exchange Agreement development activities, namely the need to demolish buildings and improvements on the County Parcel and the planned installation of frontage improvements along the perimeter of the 1469 Maple Street property at the time County develops such property with permanent improvements, will not result in significant environmental effects (including effects that would be substantially more severe than impacts identified in the EIR) and that existing regulations (including City General Plan policies and ordinances in the Municipal Code) and mitigation measures included in the EIR will be adequate to reduce the impacts resulting from the Real Property Exchange Agreement development activities to a less than significant level. See attached EIR Addendum for further discussion.

### **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. City staff and the City Owned Property Committee also contacted stakeholders as noted above.

### **ALTERNATIVES**

Although City Council could decide not to complete a land exchange with the County, doing so would indefinitely delay completion of the Blomquist Extension and make it more difficult to construct an additional vehicular connection to the Bair Island neighborhood west of Redwood Creek.

### **ATTACHMENTS**

Attachment A – Resolution approving addendum to EIR

## 8.A. - Page 17 of 148

Attachment B – Addendum to EIR

Attachment C – Resolution approving Real Property Exchange Agreement

Attachment D – Real Property Exchange Agreement

### REPORT PREPARED BY:

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(650) 780-7302

### APPROVED BY:

Melissa Stevenson Diaz, City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY CONSIDERING AN ADDENDUM, WITH THE 1548 MAPLE STREET PROJECT FINAL ENVIRONMENTAL IMPACT REPORT, FOR THE DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE REAL PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF REDWOOD CITY AND THE COUNTY OF SAN MATEO IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City of Redwood City and 1548 Maple LLC are parties to a development agreement dated August 3, 2018, recorded in the Official Records of the County as Instrument No. 2018-088890 (“Development Agreement”), with respect to the development of a 131-unit townhome project at 1548 Maple Street, Redwood City, together with certain on- and off-site public improvements, including an extension of Blomquist Street (collectively, the “1548 Maple Project”); and

**WHEREAS**, the Development Agreement provides, among other things, for 1548 Maple LLC to construct, at its expense, three segments of an extension of Blomquist Street from Maple Street to Redwood Creek, with two of the segments subject to City’s ability to acquire from the County of San Mateo certain right-of-way over property owned by the County; and

**WHEREAS**, in connection with City’s approval of the 1548 Maple Project, including the Development Agreement, the City Council by Resolution No. 15661 adopted on May 7, 2018 certified a Final Environmental Impact Report [State Clearinghouse Number 2017072011] (“EIR”) and adopted a Mitigation Monitoring and Reporting Program (“MMRP”) for such project under the California Environmental Quality Act (“CEQA”) (set forth in Public Resources Code Section 21000 *et seq.*) and the Guidelines for Implementation of CEQA ( Title 14, Sections 15000 *et seq.* of the California Code of Regulations; hereafter, the “CEQA Guidelines”); and

**WHEREAS**, because neither the City’s approval of the 1548 Maple Project nor its certification of the EIR was challenged, pursuant to Public Resources Code Section 21167.2, the EIR is presumed to be valid; and

**WHEREAS**, since the approval of the 1548 Maple Project and to facilitate construction of all three segments of the Blomquist Street extension by 1548 Maple LLC as contemplated by the Development Agreement, City and County desire to enter into a Real Property Exchange Agreement pursuant to which (a) City will transfer to County a fee interest in an approximately 2.50 acre portion of the undeveloped City-owned property at 1469 Maple Street (“City Property”) for the approximately 2.00 acre County-owned property at 1580 Maple Street, including the buildings and improvements thereon, which include a former women’s correctional center building, a portable building, a homeless shelter building and parking facilities (collectively, the “County Property”), (b) City will

leaseback to County the existing homeless shelter buildings until November 1, 2022, (c) County will commit to undertake certain frontage public improvements and pay certain development related fees to City at such time as County undertakes development of the City Property, (d) County to pay to City 33.33% of the costs of demolishing or causing demolition of the buildings and improvements on the County Property, including portions of such buildings and improvements that would not otherwise have to be demolished to facilitate the Blomquist Street extension work (“Exchange Agreement” or “Exchange Agreement Project”, and (e) City to provide County with a 5-year option to ground lease for a term of 65 years at a nominal rent the remnant/remainder portion of the County Property that is not needed for the Blomquist Street extension project; and

**WHEREAS**, pursuant to State CEQA Guidelines Section 15164, because the Exchange Agreement Project nonetheless requires the City to make some changes and additions to the previously certified EIR, an EIR Addendum and Initial Study of Environmental Significance (“Addendum”) has been prepared to assess the changes to the 1548 Maple Project contemplated by the Exchange Agreement; and

**WHEREAS**, City staff has evaluated the Exchange Agreement Project in light of the standards for subsequent environmental review outlined in Public Resources Code Section 21166 and State CEQA Guidelines Section 15162 and, based on the information and analysis contained in the Addendum, has concluded that the previously certified EIR fully analyzed and mitigated all potentially significant environmental impacts, if any, that would result from the Exchange Agreement Project; and

**WHEREAS**, the City Council has been provided the Addendum and has reviewed it in connection with the previously certified EIR; and

**WHEREAS**, on September 27, 2021, at a duly noticed public meeting, the City Council considered the Addendum together with the previously certified EIR, and accepted oral and written testimony from interested parties; and

**WHEREAS**, having reviewed and considered the information contained in the Addendum together with the previously certified EIR, all comments made at the public meeting, and all other information in the administrative record, the City Council has determined that all potentially significant environmental effects of the Exchange Agreement Project were fully examined and mitigated in the previously certified EIR; and

**WHEREAS**, the Addendum was prepared pursuant to and in full compliance with CEQA and the State CEQA Guidelines; and

**WHEREAS**, all other legal requirements for and prerequisites to the adoption of this Resolution have been met/occurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:**

1. The above recitals are true and correct and together with the staff report and supporting materials, including without limitation the Addendum, and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City's file for the proposed Exchange Agreement Project, and other applicable City laws and regulations, and all associated approved and certified environmental documents, have together served as an adequate and appropriate evidentiary basis for the findings and actions set forth in this Resolution and are incorporated herein by reference.

2. State CEQA Guidelines Section 15164 requires lead agencies to prepare an addendum to a previously certified EIR or MND if some changes or additions to the project analyzed therein are necessary, but none of the conditions requiring preparation of subsequent EIR or negative declaration are present. The City Council of the City of Redwood City, which is the lead agency under CEQA for preparing the Addendum and has reviewed and considered the Addendum and EIR, hereby finds that those documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the Exchange Agreement Project. The City Council further finds that the Addendum and administrative record have been completed and compiled in accordance with CEQA, the State CEQA Guidelines. The City Council further finds and determines that the Addendum reflects the City's independent judgment.

3. Based on the substantial evidence set forth in the record, including but not limited to the Addendum, the City Council finds that an addendum is the appropriate document for disclosing the minor changes and additions to the EIR that are necessary to account for the Exchange Agreement Project. The City Council further finds that based on the whole record before it, including but not limited to the Addendum, the EIR, all related and supporting technical reports, and the staff report, none of the conditions identified in State CEQA Guidelines Section 15162 requiring further subsequent environmental review have occurred because:

- a) The Exchange Agreement Project does not constitute a substantial change that would require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- b) There have been no substantial changes with respect to the circumstances under which the Exchange Agreement Project or the 1548 Maple Project will be constructed that would require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- c) There has been no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified that has come to light, and that shows any of the following: (i) that the Exchange Agreement Project or the 1548 Maple Project would have one or more significant effects not discussed in the EIR; (ii) that

significant effects previously examined would be substantially more severe than shown in the EIR; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City Council declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

4. Upon approval of the Exchange Agreement by the City Council, the City Clerk or his/her designee is hereby directed to file a Notice of Determination with County Clerk of the County of San Mateo pursuant to the provisions of Section 21152 of CEQA and Section 15094 of the State CEQA Guidelines.

5. The documents and materials that constitute the record of proceedings upon which this Resolution is based are located at the City of Redwood City Office of the City Clerk at 1017 Middlefield Road, Redwood City, California. The custodian for these records is the City Clerk of the City of Redwood City.

6. This Resolution is effective upon its adoption

\* \* \*

**ADDENDUM TO THE 1548 MAPLE STREET  
PROJECT ENVIRONMENTAL IMPACT REPORT**

**MAPLE STREET LAND EXCHANGE PROJECT  
REDWOOD CITY, CALIFORNIA**

**LSA**

September 2021

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# ADDENDUM TO THE 1548 MAPLE STREET PROJECT ENVIRONMENTAL IMPACT REPORT

## MAPLE STREET LAND EXCHANGE PROJECT REDWOOD CITY, CALIFORNIA

Submitted to:

City of Redwood City  
1017 Middlefield Road  
Redwood City, California 94063

Prepared by:

LSA  
157 Park Place  
Richmond, California 94801  
510.236.6810

Project No. RWC1401H



September 2021

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## 1.0 INTRODUCTION

This document, prepared pursuant to the California Environmental Quality Act (CEQA) and the regulations and policies of the City of Redwood City (City), is an Addendum to the 1548 Maple Street Project (2018 project) Final Environmental Impact Report (2018 EIR) that was certified by the City of Redwood City on May 8, 2018.<sup>1,2</sup> Per CEQA Section 15164, this Addendum evaluates whether modifications and refinements associated with the proposed Maple Street Land Exchange Project (proposed project) would result in new or substantially more adverse significant effects or require new mitigation measures not identified in the 2018 EIR. The City of Redwood City is the CEQA Lead Agency for environmental review of the proposed project.

For purposes of this review, the proposed project evaluated in this Addendum would consist of an exchange of a parcel of land located at 1580 Maple Street and currently owned by San Mateo County (County) and an approximately 2.5-acre portion of a 4.5-acre parcel of land owned by the City located adjacent to the City of Redwood City Police Department, which is located at 1469 Maple Street. In addition to the land exchange, the proposed project would consist of the eventual decommissioning and demolition of the existing LifeMoves Maple Street Homeless Shelter (Maple Street Shelter) and other temporary buildings and improvements on the County parcel. The project would also consist of infrastructure improvements at the existing City parcel, including new driveway approaches on Maple Street and Blomquist Street and joint trenching for utility connections, which the County would commit to undertake at such time as the County develops the property with permanent improvements.

Other potential physical improvements and commitments included as part of the proposed land exchange include:

- A commitment by the County to raise the elevation of the City parcel;
- A commitment by the County to install frontage landscaping in addition to the driveways and utility trenching (described above);
- A commitment by the City and County an option to explore strategies addressing future sea level rise in the area; and
- A commitment by the City to grant County an option to ground lease for potential future affordable housing development the remainder of the County parcel not needed for the Blomquist Extension.

Although these commitments would be included with the proposed land exchange, the details and timing of such improvements, including the extent and type of development proposed by the

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<sup>1</sup> LSA. 2018a. *1548 Maple Street Project Draft Environmental Impact Report, State Clearinghouse #2017072011*. January.

<sup>2</sup> LSA. 2018b. *1548 Maple Street Project Response to Comments Document, State Clearinghouse #2017072011*. April.

County on the City parcel or the remnant portion of the County parcel that would subject to the option to ground lease, and strategies, including potential improvements, needed to address future sea level rise have not yet been determined; therefore it would be speculative to evaluate these potential improvements at this time. Consequently these elements of the proposed land exchange are not included as part of the proposed project and would undergo separate, subsequent CEQA review at the time that details of the specific improvements are identified and proposed.

Section 2.0 of this Addendum provides a detailed project description and summary of the project history, background, location, and existing site characteristics.

As discussed in this Addendum, the proposed revisions to the 2018 project resulting from approval of the proposed project would not cause new significant environmental effects not identified in the 2018 EIR, nor would impacts associated with the project revisions be substantially more severe. The analyses in this Addendum also shows that no substantive changes have occurred with respect to current circumstances under which the project would be undertaken that would cause new or substantially more severe significant environmental effects than were identified in the 2018 EIR. In addition, no new information has become available that shows that the project would cause new or substantially more severe significant environmental effects which have not already been analyzed in the 2018 EIR.

### **1.1 PURPOSE OF THIS ADDENDUM**

The purpose of this Addendum is to evaluate whether the proposed revisions to the 2018 project resulting from the proposed project would result in any new or substantially more severe significant environmental effects or require any new mitigation measures not identified in the 2018 EIR for the 2018 project. This Addendum, together with the 2018 EIR, will be used by the City when considering approval of the proposed project. The 2018 EIR is hereby incorporated by reference.

### **1.2 CEQA FRAMEWORK FOR USE OF AN ADDENDUM**

CEQA Guidelines Section 15164 allows for the preparation of an Addendum to a certified EIR “if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” CEQA Guidelines Section 15164 identifies the following conditions that would require preparation of a subsequent EIR:

- Substantial changes in the project are proposed which require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes occur with respect to the circumstances under which the project is undertaken which require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of EIR certification, shows any of the following:

- The project will have one or more significant effects not discussed in the EIR;
- The project will result in impacts substantially more severe than those disclosed in the EIR;
- Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measure or alternative; or
- Mitigation measures or alternatives that are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative.

Pursuant to CEQA Guidelines Section 15164(e), this Addendum summarizes the revisions to the 2018 project resulting from the proposed project, the less-than-significant impacts associated with the proposed project, and the reasons for the City's conclusion that proposed changes to the project and associated environmental effects do not meet the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR. The following chapters provide a description of the proposed revised project and provides substantial evidence to confirm that the proposed revisions to the project do not result in any new or more severe impacts and the mitigation measures included in the 2018 EIR are adequate for the current project, per CEQA Guidelines Section 15164, and that no further CEQA review is required.

Section 2.0 provides a complete project description of the project history, current application, location, existing site characteristics, proposed development, and a comparison of the original and proposed project.

Section 3.0 provides an analysis of the potential environmental effects for each environmental topic to evaluate the changes to the project and identify the mitigation measures identified in the 2018 EIR that are required for the proposed project.

Section 4.0 provides a conclusion and statement that an Addendum is the appropriate CEQA document to identify and evaluate the changes to the 2018 project, in accordance with CEQA Sections 15162 and 15164.

Section 5.0 provides a description of the report preparers and the references cited in this Addendum.

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## 2.0 PROJECT DESCRIPTION

The following describes the proposed Maple Street Land Exchange Project, which includes a land exchange between the City of Redwood City (City) and County of San Mateo (County), demolition of buildings on the existing County parcel, importation of clean fill to raise the elevation of the existing City parcel, and driveway and utility improvements at the existing City parcel. This section includes a summary description of the project's location and existing site characteristics, required approvals, and entitlements.

### 2.1 PROJECT SITE

The following section describes the location and characteristics of the project site and provides a brief overview of the existing land uses within and in the vicinity of the site.

#### 2.1.1 Location

The project site consists of two separate, non-contiguous parcels - one located at 1580 Maple Street and a vacant parcel located at 1469 Maple Street adjacent to the City of Redwood City Police Department, both of which are located in the City of Redwood City. The parcel at 1580 Maple Street is bounded by U.S. Highway 101 (U.S. 101) to the south, Maple Street to the east, and vacant land (future 1548 Maple Street residential development) to the north and west. The vacant 1469 Maple Street parcel is bounded by Maple Street to the north, west, and east and the City of Redwood City Police Department to the south. The 1548 Maple Street development is located just to the north.

Regional vehicular access to the site is provided by U.S. 101, via the Woodside Road on- and off-ramps located to the east. Direct local access is via Maple Street, Blomquist Street approximately 0.2 miles to the east, and Veterans Boulevard about 0.5 miles to the south of the project site.

Figure 1 shows the regional and local context of the project site. Figure 2 depicts an aerial photograph of the project site and surrounding land uses.

#### 2.1.2 Site Characteristics and Current Site Conditions

##### 2.1.2.1 County Parcel

The parcel at 1580 Maple Street (Assessor's Parcel Number [APN] 052-532-020), referred to as the County parcel, is owned by San Mateo County and is currently occupied by the LifeMoves Maple Street Homeless Shelter (Maple Street Shelter). Further east of the site and across the existing terminus of Maple Street is the Redwood City Police Department and vacant City-owned property. The San Mateo County Sheriff's Office Correctional Center is located further east, across the Maple Street overpass.

The County property is currently developed with a 22,000-square-foot one-story commercial building (1580A & 1580B Maple Street) along the northeastern portion of the County property. The building is constructed of wood framing with concrete masonry exterior walls. The main entrances to the building are located along the northern, southern, and eastern portions of the building. Additional entrances are located along the eastern and western portions. The Maple Street Shelter

currently occupies the northern portion of this building. The site also includes paved parking areas, several portable buildings and fencing.

The County parcel is approximately 5 feet above mean sea level (msl) and is relatively flat. Vegetation on the site is generally limited to trees and shrubs along Maple Street and along the northern boundary of the site. The rest of the site is covered with existing impervious surfaces consisting of existing buildings and pavements.

#### 2.1.2.2 City Parcel

The vacant parcel at 1469 Maple Street, referred to as the City parcel (APN 052-398-010), is owned by the City and is generally undeveloped, with the exception of a paved parking area and several shipping containers used for storage. Vegetation on the site is generally limited to some scattered ruderal vegetation and shrubs along the northern and eastern boundary of the site. A drainage ditch with associated vegetation runs along the entire eastern boundary of the project site. A chain link fence surrounds the site.

#### 2.1.3 Regulatory Setting

The County parcel is designated Mixed Use – Waterfront Neighborhood in the City’s General Plan<sup>3</sup>, and is within the TP (Tidal Plain) zoning district.<sup>4</sup> The City parcel is designated Mixed Use – Waterfront Neighborhood in the City’s General Plan<sup>5</sup>, and is within the IR (Industrial Restricted) zoning district.<sup>6</sup>

## 2.2 PROJECT BACKGROUND

The project site is located within the study area of the Inner Harbor Specific Plan (IHSP), for which a Draft Environmental Impact Report was prepared and released for public review in 2014.<sup>7</sup> The IHSP was not adopted and the IHSP Draft EIR was not certified. Work on the IHSP has been suspended indefinitely, and individual landowner proposals are currently under independent consideration.

On May 8, 2018, the City of Redwood City certified the 1548 Maple Street Project Final Environmental Impact Report (2018 EIR) prepared by LSA pursuant to CEQA.<sup>8</sup> The 1548 Maple Street Project (2018 project), evaluated in the 2018 EIR, includes redevelopment of the 1548 Maple Street site with 131 three-story for sale, market-rate townhomes at a density of 17 units per acre, as well as associated open space, circulation and parking, infrastructure, soil remediation, and grading improvements. No changes to the proposed residential development or the 1548 Maple Street site, as evaluated in the 2018 EIR, are contemplated with the proposed land exchange project.

<sup>3</sup> Redwood City, City of. 2015a. Redwood City Community GIS v.5. website: [webgis.redwoodcity.org/community/](http://webgis.redwoodcity.org/community/) (accessed May 27, 2021).

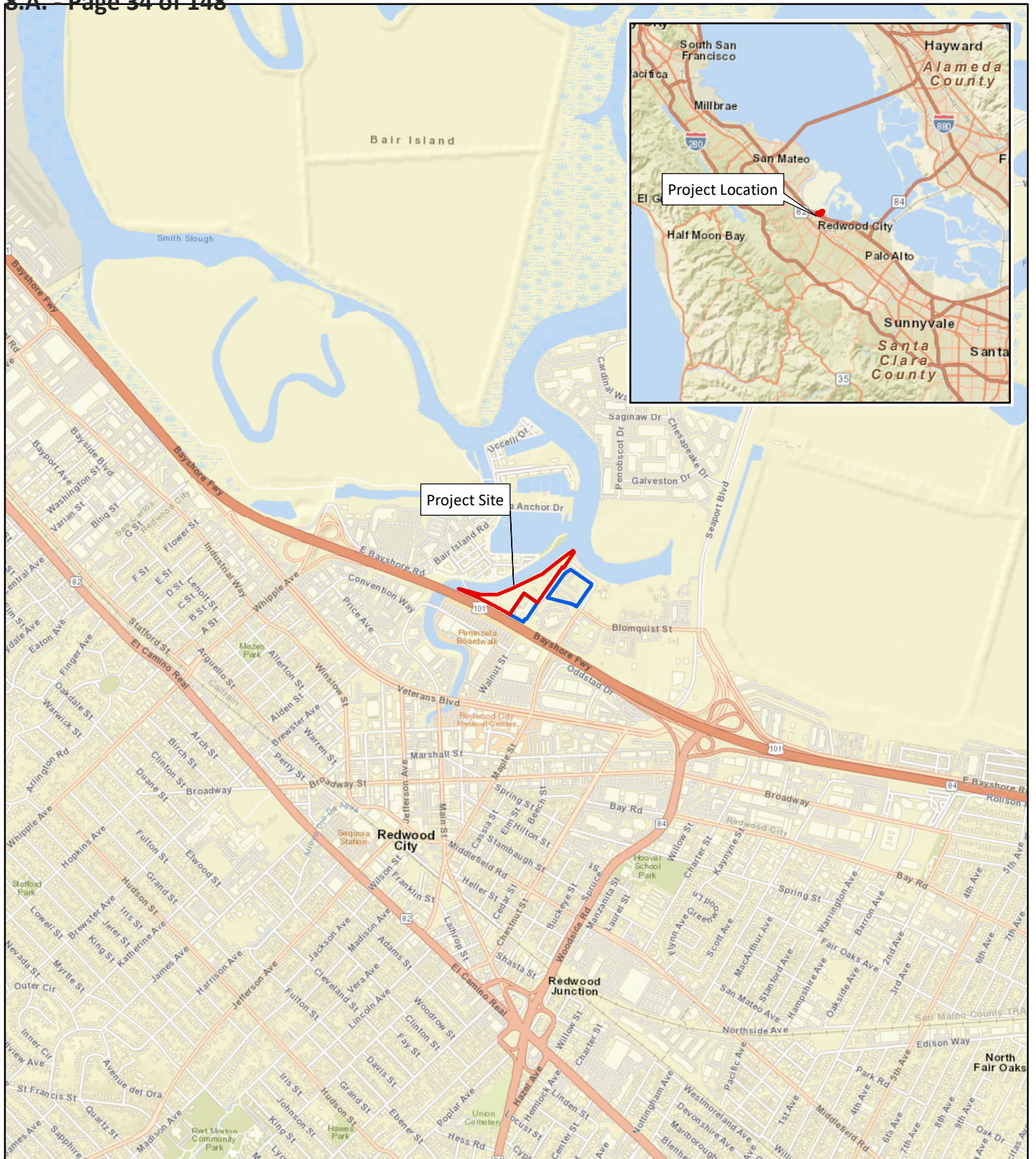
<sup>4</sup> Ibid.

<sup>5</sup> Ibid.

<sup>6</sup> Ibid.

<sup>7</sup> Redwood City, City of. 2015b. *Inner Harbor Specific Plan and Harbor View Project Draft Environmental Impact Report*, State Clearinghouse No. 2014112027. October.

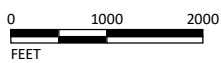
<sup>8</sup> LSA. 2018a, op. cit.



LSA

LEGEND

- 1548 Maple Street Project Site
- Parcel Boundaries



SOURCE: ESRI World Street Map (2020).

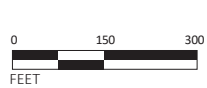
I:\RWC1401H\GIS\Maps\Figure 1\_Project Location & Regional Vicinity Map.mxd (6/4/2021)



FIGURE 1



FIGURE 2

LSA



-  Parcel Boundaries
-  1548 Maple Street Project Site

SOURCES: GOOGLE EARTH, 8/9/18; LSA, 2020.

P:\RWC1401H Maple St Land Exchange\PRODUCTS\Graphics\Figure 2.ai (6/3/2021)

Maple Street Land Exchange Draft Addendum  
Aerial Photograph of Project Site and Surrounding Land Uses

As described in the 2018 EIR, primary access to the 1548 Maple Street project site would be provided by two access points, including the improved internal section of Maple Street and the proposed extension of Blomquist Street from Maple Street north of the Police Station property to the newly reconstructed Maple Street. In addition, a second segment of the Blomquist Street Extension that would include extending the roadway from its current terminus at Maple Street to Redwood Creek would provide a third access point to the internal driveways within the 1548 Maple Street project site.

The 2018 EIR evaluated off-site improvements associated with the extension of Blomquist Street, which included the 1548 Maple Street project sponsor (1548 Maple LLC) dedicating a 0.87-acre portion of land along the southern portion of the parcel located at 1548 Maple Street, and the City vacating a portion of Maple Street to be included into the project area and a reconstruction of Maple Street to provide adequate access. A land exchange involving the County parcel was also considered in the 2018 EIR to accommodate the extension of Blomquist Street, though it only consisted of a portion of the subject County parcel.

Since certification of the 2018 EIR, the design for the proposed Blomquist Street extension has been refined and the City and County have further clarified their land exchange agreement, including the extent of land to be exchanged, the disposition of the existing buildings on the County property, and the scope of proposed improvements to be constructed on the City property. These refinements to the roadway design and scope of improvements constitute modifications to the 2018 project that were not evaluated in the 2018 EIR, which necessitates subsequent environmental review/documentation under CEQA. The 2018 project, as modified, constitutes the “proposed project,” as described further in Section 2.3, Proposed Project, below.

## 2.4 PROPOSED PROJECT

The proposed project to be evaluated in the Addendum would consist of an exchange of the full County parcel and part of the City parcel, demolition/decommissioning of existing facilities on the County parcel, importation of clean fill to raise the elevation of the City parcel, and construction of infrastructure improvements at the City parcel. Each of these project elements is described further below.

### 2.4.1 Land Exchange

The proposed project would consist of an exchange of the full County parcel of approximately 2 acres and approximately 2.5 acres of the 4.5-acre City parcel, such that the City would receive fee ownership and control of the parcel at 1580 Maple Street and the County would receive fee ownership and control a portion of the City parcel at 1469 Maple Street.

### 2.4.2 Demolition/Decommissioning of Existing Structures on the 1580 Maple Street Site

In addition to the land exchange, the proposed project would consist of the eventual decommissioning and demolition of the existing homeless shelter facility, as well as all other structures and associated infrastructure on the 1580 Maple Street site. The City would coordinate the demolition activities, which would be performed by others.

The schedule for decommissioning and demolition activities is currently unknown. Upon closing of the land exchange transaction, the City would lease the homeless shelter facility back to the County until the County constructs a new permanent or temporary replacement facility to provide shelter and related services for the San Mateo County homeless population. The County has indicated its desire to build a permanent replacement homeless shelter on the City parcel at a future date. However, details and timing of this potential separate project and action are not yet known; therefore it would be speculative to evaluate these potential improvements at this time. These improvements are not included as part of the proposed project and would undergo separate, subsequent CEQA review by the County prior to approval.

Once demolition activities commence, it is anticipated that demolition would occur over an approximately one-month period once the homeless shelter facility is vacated. It is anticipated that less than 2,300 tons of demolition waste would be generated. It is not anticipated that site soils would need to be off-hauled as the site would need to be surcharged to accommodate construction of the Blomquist Street Extension.

The City would utilize approximately 22,000 square feet or 0.5 acre of the property, for the Blomquist Avenue roadway extension project, with construction of the roadway occurring over the entire County parcel. This project would be undertaken by the 1548 Maple Street Project sponsor provided City is able to deliver the required right-of-way within the time set forth in the development agreement between City and sponsor. If the City is unable to deliver the required right-of-way to the 1548 Maple Street Project sponsor within such time, then the project would be undertaken by the City and the costs of the project would be funded, in part, by the 1548 Maple Street Project sponsor, in part with funds to be paid by the County to the City if the County does not vacate the 1580 Maple Street property by November 1, 2022, with the balance, if any, paid by City from other funding sources. The roadway extension, and potential impacts of its construction, were evaluated in the 2018 EIR.

#### **2.4.3 Importation of Fill to Raise the Elevation of the City Parcel**

As part of the proposed project, the County would commit to import approximately 7,000 cubic yards of fill to address sea level rise in preparation for future development. The placement of fill would raise the elevation of the City parcel to a minimum elevation of 14 feet across the 2.52 acre parcel to be transferred to the County, which has been determined to be the minimum elevation needed to address anticipated sea level rise. Fill material would come from the 1548 Maple Street Project site. As described and evaluated in the 2018 EIR, the 1548 Maple Street Project would require excavation of approximately 15,000 cubic yards of soil, which would be off-hauled to an off-site disposal facility. With implementation of the proposed project, a portion of that excavated soil would instead be transferred the short distance across Maple Street to the City parcel. Consistent with Mitigation Measure HAZ-1 identified in the 2018 EIR, fill material shall be tested prior to being imported to the City parcel to ensure that it would not pose an unacceptable risk to human health or the environment. In addition, in accordance with the land transfer agreement, no fill material would be placed within any wetland areas.

#### 2.4.4 Infrastructure Improvements on the City Parcel

The project would also consist of installation of minimal infrastructure improvements, which the County would commit to undertake at such time as the County develops the relevant portion of the 1469 Maple Street property with permanent improvements. Proposed improvements would include installation of two new driveway approaches – one on Maple Street and one on Blomquist Street, and joint trenching for utility connections, including sewer, stormwater, recycled water for irrigation and dual plumbed internal uses, and potable water supply.

#### 2.5 APPROVALS/PERMITS

The following approvals and permits would be required for the project:

- City Council approval of the Land Exchange Agreement Leaseback Agreement, Site Preparation and Development Fees Agreement and Option to Ground Lease Agreement; and
- City encroachment permit with respect to the County's utility and driveway improvements work.

County Board of Supervisors approval of the Land Exchange Leaseback Agreement, Site Preparation and Development Fees Agreement and Option to Ground Lease between the City and County.

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### 3.0 ANALYSIS OF POTENTIAL ENVIRONMENTAL EFFECTS

CEQA Guidelines 15168(c)(4) recommends using a written checklist or similar device to confirm whether the environmental effects of a subsequent activity were adequately covered in an original project's EIR. The focus of this analysis is on the identified changes and whether there would be any difference in identified impacts or required mitigation measures from those identified in the 2018 EIR.

The following analysis is used to: (1) compare the environmental impacts of the proposed project with impacts expected to result from development of the 2018 project and evaluated in the 2018 EIR; (2) to identify whether the proposed project would result in new or more severe significant environmental impacts; and (3) to identify if there have been substantial changes with respect to the circumstances under which the revised project would be undertaken since the 2018 EIR was certified that would result in new or more severe significant environmental effects.

Mitigation measures are measures that would minimize, avoid, or eliminate a significant impact. The analysis contained herein evaluates each topic to identify whether additional mitigation measures beyond those identified in the 2018 EIR would be warranted. As discussed for each topic in the following analysis, no new mitigation measures would be required for the proposed project.

This analysis confirms that the revised project is within the scope of the 2018 EIR, and the project would cause no new or more severe significant effects and no new mitigation measures are required.

The following discussion has been undertaken pursuant to the provisions of CEQA Guidelines Sections 15162 and 15164 to provide the City of Redwood City with the factual basis for determining whether any changes in the project, any changes in circumstance, or any new information since the 2018 EIR was certified requires additional environmental review.

#### 3.1 AESTHETICS

The analysis in the 2018 EIR determined that there were no potentially significant impacts to aesthetics/visual resources associated with development of the 2018 project. The 2018 EIR determined that the 2018 project would not result in any change in views of or from Bair Island, Greco Island, or the salt crystallization ponds east of Seaport Boulevard, or scenic views of these areas; therefore, views from scenic vistas across the baylands towards San Francisco Bay would continue to be available. Overall, the 2018 project would represent an improvement to visual quality and character of the site through the development of a cohesive residential community with opportunities for public recreation. The development review process and compliance with the Building Code and Title 24 standards would ensure that light and glare impacts from the 2018 project would not affect scenic views in the area. In addition, the 2018 project would be required to comply with City ordinances and regulations governing development design standards and thus would not degrade the existing visual character or quality of the site and its surroundings.

The proposed project would modify the 2018 project to include an exchange of land between the City and County, demolition/decommissioning of existing facilities on the County parcel,

importation/placement of fill to raise the elevation of the City parcel, and construction of minimal improvements at the existing City parcel. Like the 2018 project, the proposed project would not result in any change of views to/from the project site and scenic views across the baylands towards San Francisco Bay would be preserved. The proposed project would represent an improvement to visual quality and character of the site through demolition and removal of existing vacant and underutilized buildings on the County property and removal of parked cars and the existing shipping containers at the City property. No streetlights would be installed as part of the improvements proposed at the City property; therefore, the proposed project would not result in a significant source of light or glare. In addition, like the 2018 project, the proposed project would be required to comply with City ordinances and regulations governing development design standards and thus would not degrade the existing visual character or quality of the site and its surroundings.

***No new or substantially more severe significant effects related to aesthetics would occur with the proposed project and no mitigation measures are required.***

### 3.2 AGRICULTURE AND FORESTRY RESOURCES

The analysis in the 2018 EIR determined that there were no potentially significant impacts to agricultural resources associated with development of the 2018 project. Implementation of the proposed project would not result in the conversion of agricultural or forest land, nor would it conflict with existing zoning or Williamson Act contract. The proposed project would be located on and within the immediate vicinity of the site analyzed as part of the 2018 project and the site and vicinity are not zoned for agricultural or forestry production.

***No new or substantially more severe significant effects related to agricultural and forestry resources would occur with the proposed project and no mitigation measures are required.***

### 3.3 AIR QUALITY

#### 3.3.1 Conflict with Current Air Quality Plans

As discussed in the 2018 EIR, implementation of the 2018 project would not disrupt or hinder implementation of the applicable measures outlined in the Bay Area Air Quality Management District's (BAAQMD) 2017 Clean Air Plan, including Transportation and Mobile Source Control Measures, Land Use and Local Impact Measures, and Energy Measures. The proposed project would entail demolition/decommissioning of existing buildings, importation/placement of fill to raise the elevation of the City parcel, and construction of minimal improvements at the City parcel. Similar to the conclusions of the 2018 EIR, the proposed project's potential to conflict with the applicable air quality plan would be less than significant, as further supported by the analysis below.

#### 3.3.2 Criteria Pollutant Analysis

**Short-Term Construction Emissions.** As discussed in the 2018 EIR, during construction, short-term degradation of air quality may occur due to the release of particulate matter emissions (i.e., fugitive dust) generated by demolition, excavation, grading, utility removal, importation of fill, hauling, and other activities. Emissions from construction equipment are also anticipated and would include carbon monoxide (CO), nitrogen oxides (NO<sub>x</sub>), reactive organic gases (ROG), directly-emitted

particulate matter (PM<sub>2.5</sub> and PM<sub>10</sub>), and toxic air contaminants (TACs) such as diesel exhaust particulate matter. The 2018 EIR determined that with implementation of the BAAQMD Basic Construction Mitigation Measures (Mitigation Measure AIR-1, identified in the 2018 EIR), construction-related air quality impacts would be less than significant.

The proposed project would result in additional construction activities as the proposed project would consist of the eventual decommissioning and demolition of the existing homeless shelter facility, as well as other structures and associated infrastructure on the 1580 Maple Street site. During demolition, it is anticipated that less than 2,300 tons of demolition waste would be generated. It is not anticipated that site soils would need to be off-hauled. The proposed project would also consist of the importation/placement of fill material and construction of minimal infrastructure improvements at the City parcel, including two driveway approaches and joint trenching for utility connections.

Construction emissions for the 2018 project were estimated using the California Emissions Estimator Model version 2016.3.2 (CalEEMod), consistent with BAAQMD recommendations. For the purposes of the CalEEMod analysis, demolition activities associated with the 2018 project were assumed to generate approximately 10,000 tons of demolition waste. In addition, a total of approximately 14,350 cubic yards of soils would be excavated and off-hauled and 67,750 cubic yards of fill would be brought to balance the site. Construction activities for the 2018 project were assumed to occur over a 33 month period. Construction-related emissions associated with the 2018 project, as presented in the 2018 EIR, are presented in Table A.

**Table A: 2018 Project Construction Emissions in Pounds Per Day**

Project Construction	ROG	NO <sub>x</sub>	Exhaust PM <sub>10</sub>	Fugitive Dust PM <sub>10</sub>	Exhaust PM <sub>2.5</sub>	Fugitive Dust PM <sub>2.5</sub>
2018 Project Average Daily Emissions	5.5	25.3	1.0	NA	0.9	NA
Combined Daily Emissions	7.3	40.1	1.5	NA	1.4	NA
BAAQMD Average Daily Emission Thresholds	54.0	54.0	82.0	BMP	54.0	BMP
<b>Exceed Threshold?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>NA</b>	<b>No</b>	<b>NA</b>

Source: LSA (June 2017).

BAAQMD = Bay Area Air Quality Management District

BMP = best management practices

NA = Not applicable

NO<sub>x</sub> = nitrogen oxides

PM<sub>2.5</sub>, PM<sub>10</sub> = directly-emitted particulate matter

ROG = reactive organic gases

As shown in Table A, construction emissions associated with the 2018 project were determined to be substantially below the BAAQMD thresholds for ROG, NO<sub>x</sub>, and PM<sub>2.5</sub> and PM<sub>10</sub> exhaust emissions. Additional demolition and ground disturbing activities associated with the proposed project would be minimal and would be completed over a short period of time (approximately one month); therefore, construction emissions for ROG, NO<sub>x</sub>, and PM<sub>2.5</sub> and PM<sub>10</sub> exhaust emissions would continue to be less than significant. In addition, fill material to be imported/placed on the City parcel would come from the 14,350 cubic yards of excavated soils, which were evaluated as part of the 2018 EIR.

The BAAQMD also requires implementation of the BAAQMD Basic Construction Mitigation Measures to reduce construction fugitive dust impacts to a less-than-significant level. Implementation of Mitigation Measure AIR-1 as identified in the 2018 EIR would require implementation of these measures, which would reduce construction dust emissions to a less-than-significant level.

**Long-Term Operational Emissions.** Long-term air emission impacts are those associated with stationary sources and mobile sources involving any change related to the proposed project. Stationary source emissions result from the consumption of natural gas and electricity. Mobile source emissions result from vehicle trips and result in air pollutant emissions affecting the entire air basin. The 2018 EIR found that operational emissions associated with the 2018 project would not exceed the BAAQMD's significance criteria and would have a less-than-significant impact on regional air quality. The proposed project would entail demolition/decommissioning of existing buildings and importation/placement of fill and construction of minimal improvements at the City property. The proposed project is not expected to result in the addition of vehicle trips that would increase mobile source emissions. The proposed project would not result in the installation of any stationary sources of air emissions. Therefore, this impact would remain less than significant.

**Localized CO Impacts.** The 2018 EIR found that the 2018 project would not result in localized CO concentrations that exceed State or federal standards and that this impact would be less than significant. As discussed above, the project would not result in the addition of vehicle trips. As such, this impact would remain less than significant.

### 3.3.3 Expose Sensitive Receptors to Substantial Pollutant Concentrations

The 2018 EIR found that operation of the 2018 project would expose future residents of the project site to toxic air contaminants. The 2008 EIR identified Mitigation Measure AIR-2 to reduce health impacts to future residents to a less-than-significant level. The proposed project would not introduce new sensitive receptors to the project site; therefore, the project would not expose sensitive receptors to substantial pollutant concentrations. This impact would be less than significant.

### 3.3.4 Odors

The 2018 EIR found that the proposed land uses would not be expected to produce any offensive odors that would result in frequent odor complaints and impacts would therefore be less than significant. The proposed project would entail demolition/decommissioning of existing buildings, importation/placement of fill and construction of frontage improvements. During demolition and construction, the various diesel powered vehicles and equipment in use on site would create localized odors. These odors would be temporary and are not likely to be noticeable for extended periods of time beyond the project site. The potential for diesel odor impacts is therefore considered less than significant. Additionally, once operational, the proposed project is not expected to produce any offensive odors that would result in frequent odor complaints. Therefore, similar to the 2018 project, odor impacts associated with the proposed project would be less than significant.

***No new or substantially more severe significant effects related to air quality would occur with the proposed project and no additional mitigation measures are required.***

### 3.4 BIOLOGICAL RESOURCES

The 2018 EIR concluded that the 2018 project would have no impact, or a less-than-significant impact related to riparian habitat, wildlife movement and nursery sites, and no conflicts with policies or ordinances protecting biological resources. Like the 2018 project site, no riparian habitat is located on the proposed project site. The proposed project would entail demolition/decommissioning of existing buildings, importation/placement of fill (in non-wetland areas), and construction of utility and driveway improvements. These activities would not create any significant new permanent barriers to terrestrial or aquatic wildlife movement. Therefore, the proposed project, like the 2018 project, would not affect riparian habitat, interfere with wildlife movement or nursery sites or conflict with policies or ordinances protecting biological resources.

The 2018 EIR identified a potentially significant impact related to special-status species. Specifically, the 2018 EIR concluded that construction of the 2018 project could impact nesting white-tailed kites and other native birds protected under the federal Migratory Bird Treaty Act due to the removal of trees and other vegetation, and to longfin smelt and other native fish species due to impacts to water quality. However, the 2018 EIR determined these impacts could be reduced to a less-than-significant level with implementation of Mitigation Measure BIO-1, which requires a preconstruction survey and establishment of buffers around nests for work conducted during the nesting season, and Mitigation Measures BIO-2a, BIO-2b, BIO-2c, BIO-2d, and BIO-2e, which require implementation of measures to protect water quality during the construction period. The 2018 EIR also determined that construction of the 2018 project could interfere with the movement or habitat quality of these special-status species and included Mitigation Measures BIO-3a, BIO-3b, BIO-3c, BIO-3d, and BIO-3e, BIO-3f, and BIO-3g to reduce this potentially significant impact to a less-than-significant level.

The proposed project would result in an expansion of the project site to include the full County parcel and a portion of the City parcel, although no new structures would be developed and the additional demolition, fill importation and site improvement activities would not occur adjacent to Redwood Creek. Therefore, impacts to special status species would be the same as those identified in the 2018 EIR and there would be no increase in severity of the identified impacts. Implementation of Mitigation Measures BIO-1a, BIO-1b, BIO-2a, BIO-2b, and BIO-3a, BIO-3b, BIO-3c, BIO-3d, and BIO-3e, BIO-3f, and BIO-3g, identified in the 2018 EIR would continue to be required and implemented with development of the residential project to ensure that impacts to special-status species would be reduced to less-than-significant levels.

The 2018 EIR also identified a potentially significant impact related to federally protected seasonal wetlands and freshwater emergent wetlands located within the 2018 project site. However, the 2018 EIR determined that this impact could be reduced to a less-than-significant level with implementation of Mitigation Measures BIO-4a and BIO-4b, which require compliance with San Francisco Bay Regional Water Quality Control Board (Water Board) requirements and mitigation for fill of wetlands. Three wetland ditches were identified within or in proximity to the 2018 project site: Wetland Ditch 1 on the southeast side of Maple Street adjacent to the City Police Department, Wetland Ditch 2 on the northwest side of Maple Street, and Wetland Ditch 3 on the western edge of the eastern portion of Maple Street. Although not delineated as part of the 2018 EIR, Wetland Ditch 1 likely extends further north along the eastern boundary of 1541 Maple Street. Like the 2018 project, the proposed project would entail construction activities in proximity to these wetland

features and could result in impacts through filling and/or hydrological interruption; however, as outlined in Section 2.3, Proposed Project, imported fill material used to raise the elevation of the City parcel would not be placed in wetland areas. Implementation of Mitigation Measures BIO-4a and BIO-4b, identified in the 2018 EIR, would be required to ensure impacts to wetlands would be reduced to a less-than-significant level.

***No new or substantially more severe significant effects related to biological resources would occur with the proposed project and no additional mitigation measures are required.***

### 3.5 CULTURAL RESOURCES

Section IV.C. of the 2018 EIR analyzed impacts to cultural resources associated with implementation of the proposed project. The 2018 EIR identified potential impacts to build-environment historical resources and archaeological resources. These potential impacts consisted of removal of the Water Tank—a circa 1915 structure of local historical significance—and disturbance of historic-period deposits associated with archaeological site P-41-002393 and Frank’s Tannery, which operated at the site and vicinity. Mitigation Measure CUL-1 reduced potential impacts to the Water Tank to less than significant. Mitigation Measures CUL-2a, 2b, and 2c reduced potential impacts to buried archaeological deposits to less than significant. No impacts were identified for paleontological resources and human remains in the 2018 EIR.

The proposed project evaluated in this Addendum includes parcels not addressed in the 2018 EIR. To address potential impacts from the project to cultural resources, LSA reviewed the cultural resource records search completed in 2017 for the 1548 Maple Street project, the Draft IHSP, and the Built Environment Resource Directory.<sup>9</sup> The 2017 cultural resource records search indicates that the proposed project would potentially impact buried historic-period archaeological deposits associated with P-41-002393. Implementation of the proposed project would result in the same potentially significant impacts related to archaeological historical resources; however, the proposed project would not result in an increase in severity to archaeological historical resources and no new mitigation measures are required. Implementation of Mitigation Measures CUL-2a, 2b, and 2c—as described in the 2018 EIR—would be applicable to the proposed project and would reduce potential impacts to archaeological historical resources from the proposed project to less than significant.

Neither the Draft ISHP nor the Built Environment Resource Directory identify built-environment historical resources in the proposed project area. The City does not recognize any of the buildings on either the City or County parcels as historical resources. The proposed project area does not include the Water Tank and no additional mitigation for that resource is required.

***No new or substantially more severe significant effects related to cultural resources would occur with the proposed project and no additional mitigation measures are required.***

<sup>9</sup> California Office of Historic Preservation. 2020. Built Environment Resource Directory for San Mateo County. Available online at: [ohp.parks.ca.gov/?page\\_id=30338](http://ohp.parks.ca.gov/?page_id=30338) (accessed June 29, 2020).

### 3.6 ENERGY

Since certification of the 2018 EIR, the CEQA Guidelines have been updated to include a discussion of potential project impacts related to energy. The 2018 EIR addressed the consumption of nonrenewable resources, including increased energy consumption in Section V, CEQA-Required Assessment Conclusions of the 2018 EIR. Similar to the 2018 project, construction of the proposed project would require the use of energy, including energy produced from non-renewable resources.

Construction of the proposed project would require the use of energy to fuel grading vehicles, trucks, and other construction vehicles. All or most of this energy would be derived from non-renewable resources. In order to increase energy efficiency on the site during project construction, equipment idling times would be restricted to 5 minutes or less and construction workers would be required to shut off idle equipment, as required by BAAQMD Basic Construction Mitigation Measures (Mitigation Measure AIR-1, identified in the 2018 EIR). In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. Energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the State's available energy sources. Therefore, construction energy impacts would be less than significant.

Typically, energy consumption is associated with fuel used for vehicle trips and natural gas and energy use. However, the proposed project would entail demolition/decommissioning of existing buildings, importation/placement of fill material and construction of driveway and utility improvements. Once demolition, fill importation, and other improvement activities are complete, the proposed project is not expected to result in the addition of vehicle trips that would increase gasoline consumption or require long-term demand for electricity and natural gas. The nature of the proposed project would not require substantial amounts of energy for either construction or operation. Therefore, the proposed project would not use non-renewable resources in a wasteful or inefficient manner.

As indicated above, energy usage on the project site during construction would be temporary in nature and operation of the proposed project would not require any energy usage. Because California's energy conservation planning actions are conducted at a regional level, and because the project's total impact to regional energy supplies would be minor, the proposed project would not conflict with California's energy conservation plans as described in the California Energy Commission 2019 Integrated Energy Policy Report. Thus, as shown above, the proposed project would avoid or reduce the inefficient, wasteful, and unnecessary consumption of energy and not result in any irreversible or irretrievable commitments of energy.

***Impacts related to energy would be less than significant and no mitigation measures are required.***

### 3.7 GEOLOGY AND SOILS

The 2018 EIR concluded that the 2018 project would have less-than-significant impacts related to seismic hazards and unstable soils, including liquefaction, lateral spreading, surface settlement and landslide due to adherence to the California Building Code (CBC) and the recommendations of a site-

specific design-level geotechnical investigation. In addition, the 2018 project would be required to implement a Stormwater Pollution Prevention Plan to ensure that impacts associated with soil erosion would be reduced to less than significant. The 2018 project was also determined to have a less-than-significant impact related to alternative wastewater disposal as it would connect to existing local wastewater facilities.

Construction of the proposed project would occur in the same vicinity as the 2018 project and would be subject to similar geological and soil conditions. No additional impacts or increase in the severity of impacts would occur with implementation of the proposed project. The proposed project would demolish existing buildings on the County property, import/place fill material to raise the elevation of the City parcel, and construct driveway and utility improvements at the City property. Like the 2018 project, proposed improvements would be developed in conformance with the current CBC and City standards. Compliance with these regulatory requirements would ensure that potential impacts related to geology and soils would be reduced to less-than-significant levels.

Impacts related to paleontological resources were evaluated in Section IV.C., Cultural Resources, of the 2018 EIR. The 2018 EIR concluded that the project site is situated on artificial fill overlying Holocene Bay Mud, which is too recent to contain scientifically important fossils, and project excavation would not extend below this geologic deposit. Like the 2018 project, the proposed project would be located on artificial fill overlying Holocene Bay Mud and project excavation would only extend a maximum of 20 feet for installation of utility connections, which would not extend below the Holocene Bay Mud. Therefore, the proposed project, like the 2018 project, would have no impact on unique paleontological resources or a unique geological feature.

***No new or substantially more severe significant effects related to geology and soils would occur with the proposed project and no mitigation measures are required.***

### 3.8 GREENHOUSE GAS EMISSIONS

#### 3.8.1 Generate Greenhouse Gas Emissions

**Short-Term Construction Emissions.** Potential greenhouse gas (GHG) impacts were discussed in Section VII, Greenhouse Gas Emissions, of the Initial Study included as Appendix B of the 2018 EIR. As discussed in the 2018 EIR, construction activities associated with the proposed project would produce combustion emissions from various sources. During construction, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically use fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous oxide (N<sub>2</sub>O). Furthermore, CH<sub>4</sub> is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

The proposed project would result in additional construction activities as the proposed project would consist of the eventual decommissioning and demolition of the existing homeless shelter facility, as well as importation/placement of fill and construction of infrastructure improvements on the City parcel. However, as described in Section 3.3, Air Quality, additional construction activities would be minimal and would be completed within a 30-day period. Further, excavated soil from the 1548 Maple Street Project would be used as fill material at the City parcel; therefore, the proposed

project would not require additional truck trips to import of soil materials and excavated soils would travel less distance than previously assumed, thereby potentially reducing greenhouse gas emissions associated with construction.

The BAAQMD does not have an adopted threshold of significance for construction-related GHG emissions. However, lead agencies are encouraged to quantify and disclose GHG emissions that would occur during construction. Using CalEEMod, it is estimated that construction of the proposed project would generate less than 38.8 metric tons of “CO<sub>2</sub> equivalents” (CO<sub>2</sub>e) during construction of the proposed project. Implementation of the BAAQMD’s Basic Construction Mitigation Measures (Mitigation Measure AIR-1, identified in the 2018 EIR) would ensure that construction GHG emissions are reduced to the extent feasible by limiting construction idling emissions. Therefore, project construction impacts associated with GHG emissions would be less than significant.

**Long-Term Operational Emissions.** Long-term GHG emissions are typically generated from mobile and area sources as well as indirect emissions from sources associated with energy consumption. Mobile-source GHG emissions typically include project-generated vehicle trips to and from a project. Area-source emissions would be associated with activities such as landscaping and maintenance on the project site. Energy source emissions are typically generated at off-site utility providers as a result of increased electricity demand generated by a project. Waste source emissions generated by projects include energy generated by land filling and other methods of disposal related to transporting and managing project generated waste. In addition, water source emissions associated with projects are generated by water supply and conveyance, water treatment, water distribution, and wastewater treatment.

The 2018 EIR found that operational GHG emissions associated with the 2018 project would not exceed BAAQMD significance criteria and would have a less-than-significant impact related to GHG emissions. The proposed project would entail demolition/decommissioning of existing buildings, import/placement of fill, and construction of driveway and utility improvements. Following construction, the proposed project is not expected to result in the addition of vehicle trips that would increase mobile source emissions nor would the proposed project result in any off-site emissions due to energy generation. However, these emissions would be minimal and would not exceed thresholds established by the BAAQMD. Therefore, the proposed project would not generate substantial GHG emissions or result in substantial new vehicle trips that would contribute to an increase in GHG emissions. GHG emissions generated by the proposed project would be less than significant.

### 3.8.2 Conflict with Applicable Plan, Policy, or Regulation

As discussed in the 2018 EIR, implementation of the 2018 project would be consistent with the Redwood City Community Action Plan. The proposed project would entail demolition/decommissioning of existing buildings, import/placement of fill and construction of driveway and utility improvements. Similar to the conclusions of the 2018 EIR, the proposed project would not conflict with any applicable plan, policy or regulation for the purpose of reducing GHG emissions and impacts would be less than significant.

***No new or substantially more severe significant effects related to greenhouse gas emissions would occur with the proposed project and no additional mitigation measures are required.***

### 3.9 HAZARDS AND HAZARDOUS MATERIALS

The 2018 EIR concluded that the 2018 project would have no impact, or a less-than-significant impact related to routine transport, use, or disposal of hazardous materials, handling hazardous materials near schools, and emergency evacuation routes. Like the 2018 project, development of the proposed project would be subject to applicable State and federal procedures and regulations related to hazards and hazardous materials, would not be located within 0.25 miles of a school, and would not impair or interfere with an emergency evacuation route. Implementation of the proposed project would facilitate construction of the Blomquist Street extension, which would improve the accessibility of the 1548 Maple Street project by providing a third access point to the southwest portion of the 1548 Maple Street project site.

The 2018 EIR identified a potentially significant impact related to an accidental release of hazardous materials during construction due to the presence of hazardous materials, including lead in the soil; volatile organic compounds (VOCs) in soil, groundwater and soil gas; and lead-based paint (LBP), asbestos containing materials (ACM) and polychlorinated biphenyls (PCBs) in structures to be demolished. However, the 2018 EIR determined these impacts could be reduced to a less-than-significant level with implementation of Mitigation Measure HAZ-1, which requires the preparation and implementation of a Construction Risk Management Plan (CRMP) and Mitigation Measure HAZ-2, which requires that a Hazardous Building Materials Survey be performed and abatement specifications be identified and implemented in accordance with all applicable laws and regulations.

The 2018 EIR also identified a potentially significant impact related to the site's location on a hazardous materials site listed pursuant to Government Code Section 65962.5. Specifically, the 2018 project site is listed as a Leaking Underground Storage Tank (LUST) cleanup site on the on the State Water Board's GeoTracker online database, with a "completed – case closed" status as of September 1990. The project site is also listed as a cleanup site on DTSC's Envirostor online database, with a "no further action" status as of June 2010. The 2018 project site is known to be impacted by releases of hazardous materials and the Regional Water Quality Control Board is overseeing the environmental investigation and planned remediation activities for the 2018 project site, including implementation of the proposed Response Plan, which includes removal of impacted soil and backfill with clean imported soil. However, the potential health risks of VOC contamination could be incorrectly evaluated; therefore, construction of the 2018 project could result in potential health risks associated with exposure to VOCs. The 2018 EIR the 2018 EIR determined that this impact could be reduced to a less-than-significant level with implementation of Mitigation Measure HAZ-3, which requires revisions to the Response Plan to ensure that potential health risks associated with exposure to VOCs are below established thresholds.

According to the Phase I Environmental Site Assessment and the Soil and Groundwater Investigation Report prepared for the County property at 1580 Maple Street, polynuclear aromatic hydrocarbon (PAH) concentrations detected at the project site are considered to be typical of ambient

concentrations of PAH reports for urban areas in northern California.<sup>10,11</sup> Further, PAH concentrations do not exceed the corresponding Human Health Risk Screening Levels (HHRLs) for commercial properties, construction worker exposure or the most conservative corresponding Risk Screening Levels (RSLs) established by the United States Environmental Protection Agency. Additionally, TPH and VOC concentrations detected in groundwater appear attributed to up-gradient sources. Soil vapor sampling is recommended to assess the potential for impacts to soil vapor at 1580 Maple Street. In addition, the Soil and Groundwater Investigation Report recommends that on-site soils be capped with hardscape or imported top soil.

According to the Hazardous Materials Survey reports prepared for the existing homeless shelter located on the County property, this existing facility contains ACM, LBP, polychlorinated biphenyls (PCBs) containing devices, devices which contain ozone depleting chemicals, and other hazardous materials.<sup>12,13</sup>

Implementation of the proposed project would result in the demolition of existing facilities at the County parcel, import/placement of fill to raise the elevation of the City parcel and construction of driveway and utility improvements at the City parcel. Implementation of the proposed project, like the 2018 project, could result in the accidental releases of hazardous materials that could result in impacts to construction workers, the public and/or the environment. Implementation of Mitigation Measures HAZ-1, HAZ-2 and HAZ-3, identified in the 2018 EIR, would be required to ensure these impacts would be less than significant.

***No new or substantially more severe significant effects related to hazards and hazardous materials would occur with the proposed project and no additional mitigation measures are required.***

### 3.10 HYDROLOGY AND WATER QUALITY

#### 3.10.1 Groundwater

The 2018 EIR concluded that the 2018 project would have a less-than-significant impact related to the depletion of groundwater during the construction or operational period as construction-related dewatering would be temporary and limited to the areas of excavation, and the 2018 project would increase groundwater infiltration and would not require the use of groundwater during the operational period. Similar to the 2018 project, the proposed project may require dewatering during the construction period, but this would be temporary and limited to the areas of excavation. Additionally, the proposed project would also result in a decrease in impervious surface coverage and would include the construction of stormwater infrastructure that would increase stormwater

<sup>10</sup> ACC Environmental Consultants. 2017a. *Phase I Environmental Site Assessment Report, 1580-1590 Maple Street, Redwood City, California, 94063, Project Number: 6806-011.00*. May 10.

<sup>11</sup> ACC Environmental Consultants. 2017b. *Soil & Groundwater Investigation Report (REV1), 1580-1590 Maple Street, Redwood City, California 94066*.

<sup>12</sup> Vista Environmental Consulting. 2016a. *Pre-Renovation Hazardous Materials Survey LifeMoves Shelter 1580 Maple Street, Redwood City, California*. July 14.

<sup>13</sup> Vista Environmental Consulting. 2016b. *Pre-Renovation Hazardous Materials Survey Former Women's Jail 1590 Maple Street, Redwood City, California*. September 19.

infiltration to the ground surface and groundwater recharge beneath the project site. Therefore, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts related to groundwater recharge, and no new mitigation measures are required.

### 3.10.2 Housing in Flood Zones

The 2018 EIR determined that that proposed project would have a less-than-significant impact related to the placement of housing within a flood zone as the 2018 project included raising the ground surface of the site above the current base flood elevation.<sup>14</sup> The proposed project would not include any new residential uses on the project site. Therefore, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts related to housing in flood zones, and no new mitigation measures are required.

### 3.10.3 Inundation

The 2018 EIR concluded that the 2018 project would have a less-than-significant impact related to inundation by seiche, tsunami and mudflows. The project site is generally level, and therefore would not be susceptible to mudflows. Seiches are not considered a hazard in the San Francisco Bay based on its dimensions and geometry. A small portion of the 2018 project site is located within a tsunami inundation zone; however, the 2018 project included raising the site out of the current base flood elevation, and therefore would not exacerbate potential tsunami inundation. Similar to the 2018 project, the project site is generally level, not located near any major bodies of water aside from the San Francisco Bay, and would also raise the project site out of the current base flood elevation. Therefore, the proposed project would not result in any new previously unconsidered impacts or substantially more severe previously identified impacts related to inundation related to mudflow, seiche, or tsunami, and no new mitigation measures are required.

### 3.10.4 Water Quality Standards, Additional Sources of Polluted Runoff

The 2018 EIR identified a potential significant impact related to water quality standards associated with the reuse of existing contaminated soils or contaminated imported fill materials during the construction period. However, the 2018 EIR determined that this impact could be reduced to a less-than-significant level with implementation of Mitigation Measure HYD-1, which requires implementation of Mitigation Measure HAZ-1. Mitigation Measure HAZ-1 requires engineering fill and surcharge materials to be tested and approved by the City and Water Board prior to being imported to the project site or prior to re-use of existing material excavated from the project site. As described in Section 3.9, Hazards and Hazardous Materials, contaminated soils are present on the project site, and therefore construction activities associated with the proposed project, including the re-use of excavated soils from the 1548 Maple Street Project to raise the elevation of the City parcel, could result in a similar impact related to water quality standards, and therefore Mitigation Measure HYD-1 would be required to reduce this impact to less than significant.

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<sup>14</sup> Since the time of the certification of the 2018 EIR, the CEQA Guidelines have been updated and revised. As result of this update, Section X, Hydrology and Water Quality, of Appendix G to the CEQA Guidelines no longer includes significance criteria specifically relating to the placement of housing within a flood zone.

The 2018 EIR determined that the 2018 project would result in less-than-significant impacts related to water quality standards during the operational period, as it would be required to comply with Provision C.3 of the Municipal Regional Permit (MRP) because it would replace over 10,000 square feet of existing impervious surface area.<sup>15</sup> The 2018 EIR also identified potential new sources of polluted runoff associated with motor vehicle traffic and the use of fertilizers for landscaped areas. However, the 2018 EIR determined that compliance with Provision C.3 of the MRP and implementation of stormwater treatment (bio-retention areas) would ensure that this impact would be less than significant. The proposed project could result in new sources of pollution similar to the 2018 project and would also be required to comply with Provision C.3 of the MRP. Therefore, because the proposed project would also be required to comply with Provision C.3 of the MRP and implement stormwater facilities, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts related to water quality standards and additional sources of polluted runoff, and no new mitigation measures are required.

### 3.10.5 Erosion and Siltation

The 2018 EIR determined that the 2018 project would be subject to the Construction General Permit, which requires the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) that includes erosion and sediment control Best Management Practices (BMPs). The 2018 EIR determined that compliance with these regulations would ensure that potential construction-period impacts related to erosion and siltation would be less than significant. Similar to the 2018 project, the proposed project would be required to comply with the Construction General Permit, including implementation of a SWPPP and erosion and sediment control BMPs, which would ensure that construction-period impacts related to erosion and siltation would be less than significant.

The 2018 EIR identified a potentially significant impact related to operational-period erosion and siltation as a result of the construction of a 2- to 3-foot retaining wall along the shoreline of Redwood Creek, portions of which would be located within the current 100-year flood zone. However, the 2018 EIR determined that this impact could be reduced to a less-than-significant level with implementation of Mitigation Measure HYD-2, which requires detailed hydraulic evaluations for any proposed improvements within 100-year flood zones. Similar to the 2018 project, portions of the project site are within the 100-year flood zone.<sup>16</sup> As evaluated in the 2018 EIR, the grade of the 1548 Maple Street project site, including the County parcel would be raised approximately 3 feet above the base flood elevation, to an elevation of 13 feet to account for future conditions anticipated to occur with sea level rise and in compliance with FEMA requirements. As part of the proposed project, the grade of the City parcel would also be raised to a **minimum elevation of 14 feet**. Therefore, with implementation of Mitigation Measure HYD-2, the proposed project would not result in any new,

<sup>15</sup> San Francisco Bay Regional Water Quality Control Board. 2015. San Francisco Bay Region Municipal Regional Stormwater NPDES Permit, Order No. R2-20155-0049, NPDES Permit No. CAS612008. November 19.

<sup>16</sup> Federal Emergency Management Agency. 2019. Flood Rate Insurance Map, San Mateo County, California, Map Number 06081C0301F, effective April 5, 2019.

previously unconsidered impacts or substantially more severe previously identified impacts related to erosion and siltation, and no new mitigation measures are required.

### 3.10.6 Flooding Due to Changes in Drainage Patterns

The 2018 EIR determined that construction of the 2018 project could contribute to localized flooding at off-site locations as a result of raising the elevation of the project site and surcharging of the project site with fill material. However, the 2018 EIR determined that this impact would be reduced to a less-than-significant level with the implementation of Mitigation Measure HYD-3, which requires the preparation and implementation of a Construction Period Stormwater Drainage Control Plan. As noted above, the proposed project would include the raising of elevation of both the City and County parcels, which could also result in increased localized flooding. Therefore, the implementation of Mitigation Measure HYD-3 would be required to ensure that potential impacts related to flooding as a result of a change in drainage patterns due to construction of the proposed project would be less than significant.

The 2018 EIR also identified a potentially significant impact related to operational-period changes in drainage patterns, as the 2018 project would include new stormwater drainage infrastructure that would alter drainage patterns compared to existing conditions. The 2018 EIR determined that implementation of Mitigation Measure HYD-2, which requires detailed hydraulic evaluations for any proposed improvements within 100-year flood zones would ensure this impact would be reduced to a less-than-significant level. As noted above, the proposed project could result in similar impacts related to operational-period drainage patterns, and Mitigation Measure HYD-2 would reduce this impact to a less-than-significant level. Therefore, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts related to flooding due to changes in drainage patterns, and no new mitigation measures are required.

### 3.10.7 Stormwater Drainage System Capacity

The 2018 EIR determined that both construction and operation of the 2018 project could redirect stormwater runoff to the existing stormwater drainage systems along Maple Street and contribute to the exceedance of the capacity of these systems. However, the 2018 EIR identified Mitigation Measures HYD-2 and HYD-3, described above, which would ensure the 2018 project would have a less-than-significant impact related to stormwater drainage system capacity during both the construction and operational periods, as detailed hydraulic evaluations would be required for both the construction and operational periods. In the event that either of these evaluations determine that the 2018 project could contribute to an exceedance of the existing stormwater drainage system capacity, modifications to the project design, which could include altering the location and design of retaining walls and embankments or improving existing off-site stormwater drainage systems, would be required. As discussed above, the proposed project would also alter the existing drainage patterns on the project site during both the construction and operational periods, and therefore would be required to implement Mitigation Measures HYD-2 and HYD-3. Therefore, with implementation of Mitigation Measures HYD-2 and HYD-3, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts related to stormwater drainage system capacity, and no new mitigation measures are required.

### 3.10.8 Impede or Redirect Flood Flows

The 2018 EIR identified a potentially significant impact related to impeding or redirecting flood flows as a result of construction and operation of improvements within 100-year flood zones that would occur with implementation of the 2018 project. However, the 2018 EIR determined that implementation of Mitigation Measures HYD-2 and HYD-3, described above, would ensure that this impact would be reduced to a less-than-significant level as detailed hydraulic evaluations would be required for both the construction and operational periods. In the event that either of these evaluations determine that the 2018 project could contribute to an exceedance of the existing stormwater drainage system capacity, modifications to the project design, which could include altering the location and design of retaining walls and embankments or installing cross-flow culverts for improvements through flood zones, would be required. As described above, portions of the proposed project are also located within the 100-year flood zone, and the proposed project would include infrastructure improvements, import/placement of fill materials, and a sloped area that could redirect flood flows. Therefore, with implementation of Mitigation Measures HYD-2 and HYD-3, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts related to flood flows, and no new mitigation measures are required.

### 3.10.9 Water Quality Control Plan or Sustainable Groundwater Management Plan

The 2018 EIR did not include a direct evaluation of the 2018 project's consistency with the applicable water quality control plan or sustainable groundwater management plan as it was not required by CEQA at the time of certification.<sup>17</sup>

The project site is within the jurisdiction of the Water Board. The Water Board adopted a Water Quality Control Plan (Basin Plan) in May 2017, which designates beneficial uses for all surface and groundwater within its jurisdiction and establishes the water quality objectives and standards necessary to protect those beneficial uses.<sup>18</sup> As previously discussed, the proposed project would be required to comply with Provision C.3 of the MRP by providing treatment of stormwater prior to discharge or infiltration. Implementation of construction and post-construction BMPs would reduce pollutants of concern in stormwater runoff so that the project would not degrade water quality, cause the receiving waters to exceed the water quality objectives, or impair the beneficial use of receiving waters. As such, the project would not conflict with the Water Board's Basin Plan and impacts would be less than significant.

The Sustainable Groundwater Management Act (SGMA) was enacted in September 2014.<sup>19</sup> The SGMA requires governments and water agencies of high- and medium-priority basins to halt overdraft of groundwater basins. The SGMA requires the formation of local groundwater

<sup>17</sup> Since the certification of the 2018 EIR, the CEQA Guidelines have been revised and updated and now require this evaluation.

<sup>18</sup> California Regional Water Quality Control Board. 2017. San Francisco Bay Region, *San Francisco Bay Basin (Region 2) Water Quality Control Plan*. May 4.

<sup>19</sup> California Department of Water Resources. 2020. SGMA Groundwater Management. Website: [water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management](http://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management) (accessed July 9, 2020).

sustainability agencies (GSAs), which are required to adopt Groundwater Sustainability Plans to manage the sustainability of groundwater basins. As described in the 2018 EIR, the project site is located within the Santa Clara Valley Groundwater Basin, San Mateo Plain Subbasin. Under the SGMA, only high- and medium-priority basins are required to form GSAs and develop GSPs, and low- or very-low priority basins are not subject to the SGMA.<sup>20</sup> The San Mateo Plain Subbasin is identified by the California Department of Water Resources as a very low priority basin, and is therefore not subject to the SGMA. Therefore, the proposed project would not conflict with or obstruct the implementation of a sustainable groundwater management plan, and no impact would occur. Therefore, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts related to water quality control plans or sustainable groundwater management plans, and no new mitigation measures are required.

No substantial changes in environmental circumstances that would result in new or substantially more severe significant impacts related to this topic have occurred, nor is there any new information that could not have been known at the time the 2018 EIR was certified leading to new or substantially more severe significant impacts. With implementation of Mitigation Measures HYD-1 through HYD-3, the proposed project would not result in any new, previously unconsidered impacts or substantially more severe previously identified impacts, and no new mitigation measures are required.

***No new or substantially more severe significant effects related to hydrology and water quality would occur with the proposed project and no additional mitigation measures are required.***

### 3.11 LAND USE AND PLANNING

The 2018 EIR concluded that the 2018 project would have a less-than-significant impact related to land use and planning. Specifically, the 2018 project would not result in the removal of a means of access and therefore would not physically divide an established community, would be consistent with and further the goals and policies contained in the Redwood City General Plan and Zoning Ordinance, and would not result in land use conflicts with surrounding uses.

Implementation of the proposed project would facilitate construction of the Blomquist Street extension, which would generally improve access to and in the vicinity of the site, and would not limit pedestrian, bicycle or vehicular connections to the site or shoreline uses. The proposed project would result in similar development as that associated with the 2018 project, which was determined to be consistent with the patterns of development in the vicinity of the site.

***No new or substantially more severe significant effects related to land use and planning would occur with the proposed project and no mitigation measures are required.***

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<sup>20</sup> California Department of Water Resources. 2018. *DWR Releases Draft Prioritization of Groundwater Basins Under SGMA*. Available online at: [water.ca.gov/News/News-Releases/2018/May-18/DWR-Releases-Draft-Prioritization-of-Groundwater-Basins-Under-SGMA](https://water.ca.gov/News/News-Releases/2018/May-18/DWR-Releases-Draft-Prioritization-of-Groundwater-Basins-Under-SGMA) (accessed July 9, 2020). May 18.

### 3.12 MINERAL RESOURCES

The 2018 EIR concluded that the 2018 project would have no impact related to mineral resources. More specifically, no known mineral resources were identified within the City of Redwood City, or on the site associated with the project. As such, the proposed project would not result in the loss of availability of a known mineral resource.

***No new or substantially more severe significant effects related to mineral resources would occur with the proposed project and no mitigation measures are required.***

### 3.13 NOISE

#### 3.13.1 Generate Substantial Increase in Ambient Noise Levels

**Land Use Compatibility.** The 2018 EIR found that the 2018 project would locate residential land uses in an area that, based on the City's Noise and Land Use Compatibility Guidelines, is generally considered an unacceptable noise environment for residential land uses. The 2018 EIR identified Mitigation Measure NOI-1 to ensure that noise levels are met per City standards, resulting in a less-than-significant impact with mitigation. The proposed project would not introduce new land uses to the site; therefore, the project would not result in a land use compatibility conflict and there would be no impact.

**Short-Term Construction Noise Impacts.** The 2018 EIR found that noise from construction activities would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. As discussed in the 2018 EIR, construction activities associated with the 2018 project could result in substantial temporary or periodic increases in ambient noise levels. Maximum construction noise would be short-term, generally intermittent depending on the construction phase, and variable depending on receiver distance from the active construction zone. The duration of noise impacts generally would be from one day to several days depending on the phase of construction. The level and types of noise impacts that would occur during construction are described below.

The 2018 EIR identifies maximum noise levels recommended for noise impact assessments for typical construction equipment, based on a distance of 50 feet between the equipment and a noise receptor. Typical average noise levels range up to 86 dBA  $L_{max}$  at 50 feet during the noisiest construction phases when multiple pieces of equipment would operate at once. The site preparation phase, including excavation and grading of the site, tends to generate the highest noise levels because earthmoving machinery is the noisiest construction equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full-power operation followed by 3 or 4 minutes at lower power settings.

The 2018 EIR found the closest sensitive receptors may be subject to short-term construction noise reaching 100 dBA  $L_{max}$  when construction is occurring at the project site boundary. This noise level would be below the City's construction noise standard of 110 dBA at 25 feet. In addition, construction noise would be intermittent and sporadic as construction occurs over the entirety of the project site.

Noise levels would attenuate at sensitive receptors as construction activity moves further into the site due to distance divergence factors. However, the 2018 EIR found that while construction noise levels would not be expected to result in a substantial temporary or periodic increase in ambient noise levels, they could still result in disturbances of noise sensitive receptors in the project vicinity. Therefore, to ensure compliance with the Municipal Code and to reduce any potential noise impacts to off-site sensitive receptors to a less-than-significant level, Mitigation Measure NOI-2 was identified.

The proposed project would result in additional construction-period activities as the proposed project would consist of the eventual decommissioning and demolition of the existing homeless shelter facility, as well as all other structures and associated infrastructure on the 1580 Maple Street site and importation of fill and construction of driveway and utility improvements at the 1469 Maple Street site. However, construction noise impacts would be similar to impacts identified for the 2018 project. As such, the proposed project would also be required to implement Mitigation Measure NOI-2 (as identified in the 2018 EIR). Implementation of Mitigation Measure NOI-2 would reduce construction-period noise impacts to a less-than-significant level.

**Long-Term Operational Noise Impacts.** The 2018 EIR found that traffic-related noise level increases associated with the 2018 project would not result in a perceptible increase in noise levels. The proposed project would entail demolition/decommissioning of existing buildings, importation/placement of fill at the City property and construction of minimal driveway and utility improvements at the City property. The proposed project is not expected to result in the addition of vehicle trips and would not increase noise levels. Therefore, traffic-related noise generated by the proposed project would be less than significant.

### 3.13.2 Result in Excessive Groundborne Vibration or Groundborne Noise Levels

As discussed in the 2018 EIR, typical sources of groundborne vibration are construction activities (e.g., pavement breaking and operating heavy-duty earthmoving equipment), and occasional traffic on rough roads. In general, groundborne vibration from standard construction practices is only a potential issue when it occurs within 25 feet of sensitive uses. Groundborne vibration levels from construction activities very rarely reach levels that can damage structures; however, these levels are perceptible near the active construction site. With the exception of old buildings built prior to the 1950s or buildings of historic significance, potential structural damage from heavy construction activities rarely occurs. When roadways are smooth, vibration from traffic (even heavy trucks) is rarely perceptible.

The streets surrounding the project area are paved, smooth, and unlikely to cause significant groundborne vibration. In addition, the rubber tires and suspension systems of buses and other on-road vehicles make it unusual for on-road vehicles to cause groundborne noise or vibration problems. It is therefore assumed that no such vehicular vibration impacts would occur and, therefore, no vibration impact analysis of on-road vehicles is necessary. Additionally, once constructed, the proposed project would not contain uses that would generate groundborne vibration.

As discussed in the 2018 EIR, during construction, with distance attenuation, groundborne vibration levels from the operation of heavy construction equipment that would be used in construction of the proposed project would not cause damage to residential buildings of normal northern California

construction. Therefore, groundborne vibration impacts from project-related construction activities were determined to be less than significant. Demolition, fill importation/placement, and site improvement activities associated with the proposed project would be similar to the types of construction activities analyzed for the 2018 project. Therefore, groundborne vibration and noise levels would remain a less-than-significant impact.

### 3.13.3 Expose People to Excessive Airport Noise Levels

As discussed in the 2018 EIR, although noise from aircraft activity is occasionally audible in the project vicinity, due to the distance of the project site from surrounding airports, no portion of the project site lies within the 60 dBA CNEL noise contours of any public airport. Therefore, the proposed project would not result in the exposure of residents or recreational users of the site to excessive noise levels from aircraft noise sources.

***No new or substantially more severe significant effects related to noise would occur with the proposed project and no additional mitigation measures are required.***

## 3.14 POPULATION AND HOUSING

The 2018 EIR concluded that the 2018 project would have a less-than-significant impact related to population and housing, as the project could increase the local population by up to 360 persons and would not displace any housing units. This project population growth was included within the anticipated growth projections identified by the Association of Bay Area Governments and the City of Redwood City.

Implementation of the proposed project would result in development of the same number of housing units as proposed in the 2018 project. Therefore, like the 2018 project, the proposed project would neither directly nor indirectly lead to substantial or unforeseen population growth in the City beyond what is already planned.

As outlined in Section 2.0, Project Description, the proposed project would include the eventual decommissioning and demolition of the existing homeless shelter on the 1580 Maple Street site. Upon completion of the land swap agreement, the City would lease the homeless shelter facility back to the County until November 1, 2022 or, if earlier, the date on which the County constructs a new or temporary replacement facility to provide shelter and related services for the San Mateo County homeless population. Therefore, the proposed project would not displace any existing housing units or people, and would not necessitate the construction of replacement housing elsewhere, as the replacement shelter would be constructed prior to demolition of the existing facility.

***No new or substantially more severe significant effects related to population and housing would occur with the proposed project and no mitigation measures are required.***

## 3.15 PUBLIC SERVICES

The 2018 EIR concluded that the 2018 project would have a less-than-significant impact related to public services. Similar to the 2018 project, the proposed project would not require the construction of new or physically altered governmental facilities in order to maintain acceptable service ratios,

response times, or other performance standards for fire protection, police protection, schools, parks, or other public facilities. Minor changes to the 2018 project would include a land exchange between the City and County, demolition/decommissioning of existing buildings on the County property and import/placement of fill and construction of minimal improvements at the City property. None of these facilities would result in an increased demand for public services.

***No new or substantially more severe significant effects related to public services would occur with the proposed project and no mitigation measures are required.***

### 3.16 RECREATION

The 2018 EIR concluded that the 2018 project would have a less-than-significant impact related to recreation. Implementation of the proposed project would result in development of the same number of housing units as proposed in the 2018 project. Similar to the 2018 project, implementation of the proposed project would incrementally increase the use of local parks and community facilities and regional recreational facilities; however, this minor increase in use is not expected to result in substantial deterioration of these facilities and this impact would be less than significant.

The recreational components, including on-site open space and public recreational uses (e.g., a segment of the Bay Trail), of the 2018 project were fully evaluated in the 2018 EIR. The proposed project would not include development of any additional recreational facilities not previously evaluated in the 2018 EIR.

***No new or substantially more severe significant effects related to recreation would occur with the proposed project and no mitigation measures are required.***

### 3.17 TRANSPORTATION

The 2018 EIR concluded that the 2018 project would have less-than-significant impacts related to traffic hazards, freeway operations, air traffic, emergency access, public transit, and bicycle and pedestrian facilities. Specifically, these impacts would be less than significant because new roadways would be designed in compliance with all Redwood City design guidelines to ensure safety for all modes and freeway segments would continue to operate at or better than the Congestion Management Program (CMP) standard. The proposed project would not introduce any new land uses that would increase the number of vehicle trips to local roadways as analyzed in the 2018 EIR and would also be required to comply with the City's design guidelines; therefore, the proposed project would not result in a substantial increase in hazards due to design features, or impacts related to freeway operations, air traffic, emergency access, public transit, or bicycle and pedestrian facilities.

The 2018 EIR identified a potentially significant impact related to increased traffic at the Broadway/Woodside Road (State Route 84)/U.S. 101 Southbound Off-Ramp intersection, which currently operates at LOS F in the AM peak hour. However, the 2018 EIR determined this impact could be reduced to a less-than-significant level with implementation of Mitigation Measure TRA-1, which requires the 1548 Maple Street project sponsor to pay for retiming and optimizing of the traffic signals at the affected intersection, in coordination with the City and Caltrans. Because trip generation, distribution, and assignment as analyzed in the 2018 EIR would not be altered with the

proposed project, no changes to this impact would occur. Mitigation Measure TRA-1, as identified in the 2018 EIR, would continue to be required to ensure this impact would be less than significant.

The 2018 EIR also identified a potentially significant impact related to construction-related traffic, which would cause temporary increased congestion and/or disruption of vehicle, pedestrian, bicycle and transit circulation. However, the 2018 EIR determined this impact could be reduced to a less-than-significant level with implementation of Mitigation Measure TRA-2, which requires the 1548 Maple Street project sponsor to develop and implement a construction management plan to reduce impacts to motor vehicle, bicycle, pedestrian and transit circulation during construction activities. Construction of the proposed project would occur in the same location as the 2018 project and would use similar construction techniques that could create traffic impacts during construction. Implementation of Mitigation Measure TRA-2, identified in the 2018 EIR, would be applicable to the proposed project and would ensure that impacts related to construction traffic would be reduced to a less-than-significant level.

The 2018 EIR did not include an evaluation of potential impacts associated with CEQA Guidelines Section 15064.3(b), which require the evaluation of vehicle miles traveled (VMT) as the criteria for analyzing transportation for land use projects, as the 2018 EIR was certified prior to December 2018, when this requirement became effective. Minor changes to the 2018 project would include a land exchange between the City and County, demolition/decommissioning of existing buildings on the County property and import/placement of fill and construction of minimal improvements at the City property. None of these proposed activities would generate significant vehicle trips or result in increased VMT. Therefore, the proposed project would neither conflict nor be inconsistent with CEQA Guidelines Section 15064.3, and there would be no impact.

***No new or substantially more severe significant effects related to transportation and traffic would occur with the proposed project and no additional mitigation measures are required.***

### 3.18 TRIBAL CULTURAL RESOURCES

The 2018 EIR concluded that the 2018 project would have no impact related to tribal cultural resources. The CEQA process requires consultation with Native Americans under Assembly Bill (AB) 52. As stated in the 2018 EIR, the City of Redwood City invited interested Native American tribes that may be culturally or traditionally affiliated with the project site to conduct consultation. The City received no responses from the tribal representatives during the 30-day comment period and this impact was considered less than significant. No changes to this impact conclusion are anticipated with the proposed project.

***No new or substantially more severe significant effects related to tribal cultural resources would occur with proposed project and no mitigation measures are required.***

### 3.19 UTILITIES AND SERVICE SYSTEMS

The 2018 EIR concluded that the proposed project would have less-than-significant impacts related to water and wastewater capacity and facilities, and electricity, gas and telecommunications. Specifically, these impacts would be less than significant because the 2018 project would be consistent with the development assumed for the project site under the General Plan and would be

within the anticipate range for projected growth within the City. Further, new infrastructure that would be installed to serve the 2018 project would need to satisfy the City's requirements, including the Redwood City Recycled Water Development Standards Guide, as required for all development projects within the recycled water service area.

Similarly, the proposed project would be consistent with the General Plan and would be within the anticipate range for projected growth within the City. As described in Section 2.0, Project Description, the proposed project would include demolition of existing buildings on the County property, resulting in approximately 2,300 tons of demolition waste. As described in the 2018 EIR, demolition waste would be collected and off-hauled to the Shoreway Environmental Center Transfer Station for landfill diversion and recycling. As required by Assembly Bill (AB) 939, the California Integrated Waste Management Act, a minimum of 50 percent of the City's waste must be recycled. Per Section 9.192 of the Redwood City Municipal Code, the construction contractor would be required to recycle and/or salvage a minimum of 50 percent, or 5,000 tons, of the nonhazardous construction and demolition debris. Additionally, all new construction projects are required to divert a minimum of 60 percent of the total generated nonhazardous construction and demolition debris. The Ox Mountain Sanitary Landfill has approximately 22 million cubic (approximately 16 million tons) yards of capacity. Therefore, the proposed project, like the 2018 project, would not substantially decrease the available capacity at the Ox Mountain Sanitary Landfill.

***No new or substantially more severe significant effects related to utilities and service systems would occur with the proposed project and mitigation measures are required.***

### 3.20 WILDFIRE

The 2018 EIR analyzed impacts related to wildfire in Section VIII, Hazards and Hazardous Materials, of the Initial Study (Appendix B to the 2018 EIR). Like the 2018 project, the proposed project is located in an urbanized area and is not situated near wildlands or very high fire hazard severity zones.<sup>21</sup>

***No new or substantially more severe significant effects related to wildfire would occur with the proposed project and no mitigation measures are required.***

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<sup>21</sup> California Department of Forestry and Fire Protection. 2020. California Fire Hazard Severity Zone Viewer. Available online at: [gis.data.ca.gov/datasets/789d5286736248f69c4515c04f58f414](https://gis.data.ca.gov/datasets/789d5286736248f69c4515c04f58f414) (accessed July 1, 2020). January 13.

### **3.21 COMPARISON TO THE CONDITIONS LISTED IN CEQA GUIDELINES SECTIONS 15162 AND 15164**

The following discussion summarizes the reasons that additional environmental analysis pursuant to CEQA Guidelines Sections 15162 and 15163, is not required to evaluate the environmental effects of the proposed project. The analyses prepared for each CEQA topic in the previous sections demonstrate that the proposed project is addressed and within the scope of the 2018 EIR, and no new impacts are identified, no impacts are more severe, no new mitigation measures are required, and no substantial changes to the existing environmental circumstances have occurred leading to new or more severe previously identified impacts.

#### **3.21.1 Substantial Changes to the Project**

As discussed in Section 2.0, Project Description, the proposed project has not substantially changed from the project identified and evaluated in the 2018 EIR. Additionally, the changes identified for the proposed project do not substantially change the assumptions concerning the future development of the project site and evaluated in the 2018 EIR. As such, an Addendum is the appropriate document to address these minor modifications rather than a Subsequent EIR.

#### **3.21.2 Substantial Changes in Circumstances**

As described for each CEQA topic in the previous sections, the existing environmental conditions or circumstances in and around the project sites have not changed such that implementation of the proposed minor modifications to the project would result in new significant environmental effects or a substantial increase in the severity of environmental effects identified in the 2018 EIR, and thus major revisions to the 2018 EIR are not required.

#### **3.21.3 New Information**

No new information of substantial importance, which was not known and could not have been known when the 2018 EIR was adopted, has been identified to show that the proposed minor modifications to the project would be expected to result in: (1) new significant environmental effects not identified in the 2018 EIR; (2) substantially more severe environmental effects than shown in the 2018 EIR; (3) mitigation measures or alternatives previously determined to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project sponsor declines to adopt the mitigation measure or alternative; or (4) mitigation measures or alternatives which are considerably different from those identified in the 2018 EIR would substantially reduce one or more significant effects of the project but the project sponsor declines to adopt the mitigation measure or alternative. In addition, the proposed minor modifications to the project would require no new mitigation measures because no new or substantially more severe impacts are expected beyond those identified in the 2018 EIR.

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## 4.0 CONCLUSION

On the basis of the evaluation presented in Section 3.0, the minor modifications to the 2018 project evaluated in the 2018 EIR associated with the exchange of land, demolition/decommissioning of existing facilities on the County property, and import/placement of fill and construction of improvements on the City property, would not trigger any of the conditions listed in Section 1.2 of the Addendum requiring preparation of a subsequent or supplemental EIR.

Overall, the proposed project would result in similar activities and improvements as those, which were originally proposed as part of the 2018 project, and would therefore generate comparable effects. The proposed project would not result in new significant effects or effects that would be substantially more severe than those identified in the 2018 EIR. As stated in Section 3.0, for the topics of aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire, the proposed project would not result in any new or more severe significant environmental impacts. The mitigation measures included in the 2018 EIR would remain applicable to the proposed project.

The analyses and conclusions in the 2018 EIR remain current and valid. The proposed revisions to the project would not cause new or substantially more severe significant effects than identified in the 2018 EIR. No change has occurred with respect to circumstances surrounding the revised project that would cause new or substantially more severe significant environmental effects than identified in the 2018 EIR, and no new information has become available that shows that the project would cause significant environmental effects not already analyzed in the 2018 EIR. Therefore, no further environmental review is required beyond this Addendum to the 2018 EIR, and the Addendum satisfies the requirements of CEQA Guidelines Section 15162 and 15164.

This Addendum demonstrates that no major revisions are necessary to the 2018 EIR to include the proposed project; none of the conditions described above are triggered by the proposed project, and an Addendum to the 2018 EIR is the appropriate CEQA document.

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## 5.0 REPORT PREPARATION

### 5.1 REPORT PREPARERS

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING A REAL PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF REDWOOD CITY AND THE COUNTY OF SAN MATEO FOR THE EXCHANGE OF A PORTION OF THE CITY-OWNED PROPERTY AT 1469 MAPLE STREET [APN 052-398-010] FOR COUNTY-OWNED PROPERTY AT 1580 MAPLE STREET [APN 052-532-020]**

**WHEREAS**, the City of Redwood City and 1548 Maple LLC are parties to a development agreement dated August 3, 2018, recorded in the Official Records of the County as Instrument No. 2018-088890 (“Development Agreement”), with respect to the development of a 131-unit townhome project at 1548 Maple Street, Redwood City (the “1548 Maple Project”); and

**WHEREAS**, the Development Agreement provides, among other things, for 1548 Maple LLC to construct, at its expense, three segments of an extension of Blomquist Street from Maple Street to Redwood Creek, with two of the segments subject to City’s ability to acquire from the County of San Mateo the necessary right-of-way over certain County-owned property; and

**WHEREAS**, in connection with City’s approval of the 1548 Maple Project, including the Development Agreement, the City certified an Environmental Impact Report (“EIR”) and a Mitigation Monitoring and Reporting Program (“MMRP”) under the California Environmental Quality Act (“CEQA”) (set forth in Public Resources Code Section 21000 et seq.); and

**WHEREAS**, to facilitate construction of a portion of the Blomquist Street extension by 1548 Maple LLC as contemplated by the Development Agreement, City and County desire to pursue a land exchange transaction under which City will transfer to County a fee interest in an approximately 2.50 acre portion of the undeveloped City-owned property at 1469 Maple Street (“City Property”) for the approximately 2.00 acre County-owned property at 1580 Maple Street, including the buildings and improvements thereon, which include a former women’s correctional center building, homeless shelter building, portable building and parking facilities (collectively, the “County Property”); and

**WHEREAS**, the State Surplus Lands Act (California Government Code section 54220 et seq.) includes within the definition of “exempt surplus land”, surplus land that a local agency is transferring to another local, state, or federal agency for the agency’s use; and

**WHEREAS**, the County Property and City Property each qualify as exempt surplus land under section 54221(f)(1)(D) of the State Surplus Lands Act; and

**WHEREAS**, City and County have prepared the Real Property Exchange Agreement attached to the staff report for this Resolution (“Exchange Agreement”), which Exchange Agreement provides among other things for: (a) City to transfer the City Property to County in exchange for County’s transfer of the County Property to City; (b) City to leaseback to County the existing homeless shelter building on the County Property until November 1, 2022; (c) County to commit to undertake certain frontage public improvements and pay certain development related fees to City at such time as County undertakes development of the City Property; (d) County to pay to City 33.33%, not to exceed \$175,000, of the costs of demolishing or causing demolition of the buildings and improvements on the County Property, including portions of such buildings and improvements that would not otherwise have to be demolished to facilitate the Blomquist Street extension work (“Exchange Agreement Project”); and (e) City to provide County with a 5-year option to ground lease for a term of 65 years at a nominal rent the remnant/remainder portion of the County Property that is not needed for the Blomquist Street extension project; and

**WHEREAS**, immediately prior to consideration of this Resolution for approval the City Council, by Resolution No. \_\_\_\_\_, has considered an Addendum to the EIR, which concludes that all potentially significant environmental effects of the Exchange Agreement Project were fully examined and mitigated in the previously certified EIR such that no further subsequent or supplemental environmental review is necessary or required pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Section 15162 and that existing regulations (including City General Plan policies and ordinances in the Municipal Code) and mitigation measures included in the MMRP are adequate to reduce the impacts resulting from implementation of those changes to the project to a less than significant level.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES RESOLVE AS FOLLOWS:**

1. The City Council hereby finds and determines that the foregoing recitals are true and correct.
2. The City Council finds that the exchange of the City Property for the County Property as described in the Exchange Agreement is consistent with the objectives, policies, general land uses, and programs specified in the City of Redwood City’s General Plan, because: the real property exchange will facilitate the Blomquist Street extension consistent with Program BE-7 to provide access to residential waterfront neighborhoods and Policy BE-23.1 to accommodate a range of land uses to meet the economic, environmental, and social needs of Redwood City.
3. The City Council hereby determines based on the evidence in the record that the fair market value of the City Property is equal to the fair market value of the County Property.

4. The City Council hereby approves and authorizes the City Manager or her designee, to execute and enter into the Exchange Agreement in the form attached to the staff report, subject to approval of the City Attorney, with such further minor conforming, technical or clarifying changes or revisions as may be agreed to and approved by the City Attorney, which do not materially increase the obligations of the City thereunder. The City Manager or her designee and the City Clerk are further authorized and directed to take such further actions and execute such documents on behalf of the City as are necessary to carry out the transaction contemplated by the Exchange Agreement on behalf of the City, including without limitation, execution of a grant deed with respect to the City Property and a certificate of acceptance with respect to the County Property and execution and delivery of all other documents necessary for the exchange of the City Property for the County Property, including without limitation the Easement Agreement, Public Services Easement Agreement, Memorandum of Lease and Lease Option Agreement (all as defined in the Exchange Agreement).

5. This resolution shall become effective immediately upon its passage and adoption.

\* \* \*

Project: Maple Street Exchange  
County Property: APN: 052-532-020  
City Property: APN: 052-398-010

**REAL PROPERTY EXCHANGE AGREEMENT**

**THIS REAL PROPERTY EXCHANGE AGREEMENT** (“Agreement”) dated as of \_\_\_\_\_, 2021 (“Effective Date”) is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as the “COUNTY”, and the CITY OF REDWOOD CITY, a charter city and municipal corporation, hereinafter referred to as “CITY”, with reference to the following:

**WHEREAS**, COUNTY is the owner of certain real property located at 1580 Maple Street, in the City of Redwood City, State of California, consisting of approximately 2.00 acres, designated as San Mateo County Assessor’s Parcel Number 052-532-020, as legally described on **Exhibit A**, attached hereto and incorporated herein by reference, hereinafter referred to as the “County Property;” and

**WHEREAS**, CITY is the owner of certain real property in the City of Redwood City, State of California, consisting of approximately 4.56 acres, bounded by Maple Street on three sides and the intended Blomquist Street extension right-of-way on its fourth side, designated as San Mateo County Assessor’s Parcel Number 052-398-010, hereinafter referred to as the “City Property”; and

**WHEREAS**, CITY intends to construct or cause the construction of an extension of Blomquist Street (“Blomquist Extension”), which borders both the City Property and the County Property, to serve the transportation needs of the local area, and construction of the Blomquist Extension would require demolition of portions of some existing buildings on the County Property and placement of the Blomquist Extension partially on the County Property; and

**WHEREAS**, the construction of the Blomquist Extension will displace the existing COUNTY uses on the County Property, including the existing housing facility for persons experiencing homelessness, so COUNTY desires to acquire for public uses, which may include use as a future homeless housing facility or other public uses, an approximately 2.52 acre portion of the City Property, as depicted in **Exhibit B** attached hereto and incorporated herein by reference (“City Parcel”), with a metes and bounds legal description of the City Parcel to be prepared by CITY and approved by COUNTY prior to the Closing; and

**WHEREAS**, COUNTY and CITY have determined it is in their respective interests and the interest of the community for the COUNTY to exchange the County Property with the CITY for the City Parcel, to facilitate construction of the Blomquist Extension; and

**WHEREAS**, California Government Code section 25365(a) authorizes the COUNTY, by a four-fifths vote of the Board of Supervisors, to exchange real property with a city upon the terms

and conditions as are agreed upon, where the real property to be acquired is required for County use; and

**WHEREAS**, California Government Code section 37351 authorizes the CITY to exchange real property as is necessary or proper for municipal purposes; and

**WHEREAS**, the State Surplus Lands Act (codified at California Government Code section 54220, *et seq.*) includes within the definition of “exempt surplus land,” surplus land that a local agency is transferring to another local, state, or federal agency for the acquiring agency’s use; and

**WHEREAS**, COUNTY, by a four-fifths vote of the Board of Supervisors, has adopted Resolution No. \_\_\_\_\_ determining the City Parcel, which is located diagonally across Maple Street from the County’s Maple Street Correction Center at 1300 Maple Street, is required for County use and that the County Property to be exchanged for such City Parcel therefore qualifies as exempt surplus land under Government Code section 54221(f)(1)(D); and

**WHEREAS**, the City Council has adopted Resolution No. \_\_\_\_\_ determining that the County Property is necessary for the CITY’s municipal purpose of extending Blomquist Street and that the City Parcel to be exchanged for such County Property therefore qualifies as exempt surplus land under Government Code section 54221(f)(1)(D); and

**WHEREAS**, the Blomquist Street extension project is the subject of an Environmental Impact Report (“EIR”) and a Mitigation Monitoring and Reporting Program (“MMRP”) under the California Environmental Quality Act (“CEQA”) (codified at Public Resources Code Section 21000, *et seq.*) certified and adopted by the City Council by Resolution No. 15661 on May 7, 2018, and an Addendum to Environmental Impact Report considered by the City Council by Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2021; and

**WHEREAS**, concurrently with its approval of this Agreement, CITY has found the transfer of the City Parcel to the COUNTY and the transfer of the County Property to the CITY to be consistent with the CITY’s General Plan; and

**WHEREAS**, COUNTY desires to transfer the County Property to the CITY in exchange for the City Parcel, and CITY desires to transfer the City Parcel to the COUNTY in exchange for the County Property, upon the terms and conditions set forth herein, including CITY’s commitment to leaseback to COUNTY the existing shelter facility with a street address of 1580A Maple Street, for a set time period, and COUNTY’s commitment to raise the elevation of the City Parcel and to voluntarily pay certain specified development fees and fair share contributions for public improvements at such time as COUNTY develops the City Parcel, all as more particularly set forth herein; and

**WHEREAS**, CITY has agreed to grant to COUNTY and COUNTY has agreed to accept from CITY, an option to lease that portion of the County Property that is not used by CITY for the Blomquist Extension (the “Remainder Parcel”) for the purposes of affordable housing development, which is understood to include permanent supportive housing, with the key terms of such option to be consistent with the key terms set forth in Exhibit C attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the foregoing, and the other considerations hereinafter set forth, it is mutually agreed and understood by the parties as follows:

1. **EXCHANGE OF PROPERTY INTERESTS:** COUNTY and CITY have determined that the property interests to be exchanged according to the terms and conditions contained herein will further CITY's municipal purpose of extending Blomquist Street and COUNTY's governmental purposes of securing for COUNTY a key site proximate to the County's Maple Street Correction Center at 1300 Maple Street. Subject to the terms and conditions contained in this Agreement, COUNTY agrees to transfer to CITY, and CITY agrees to transfer to COUNTY, fee ownership of the described property interests, as follows:

a. CITY hereby agrees to transfer to COUNTY by Grant Deed the City Parcel. CITY will retain ownership of the remainder (approximately 2 acres) of the City Property (the "City Remainder"). In return, COUNTY hereby agrees to transfer to CITY by Grant Deed the entirety of the County Property.

b. The City Parcel is separated from the proposed Blomquist Street Extension roadway by a strip of land, varying in width (but averaging approximately 18 feet in width) and containing approximately 0.14 acre of the City Remainder (the "Blomquist Buffer"), as depicted in **Exhibit B**, which shall remain in CITY ownership. CITY hereby agrees to grant COUNTY the following easements: (i) a floating easement across the Blomquist Buffer (the "Future Blomquist Driveway Easement") which COUNTY may use to install and locate a driveway and pedestrian pathway to provide ingress and egress to and from the future improvements on the City Parcel and the Blomquist Extension, subject to COUNTY bearing all expenses of required traffic studies to confirm feasibility of the driveway and pedestrian pathway and CITY's approval in its reasonable discretion as to location, dimensions and specifications of such improvements; and (ii) a floating easement across the Blomquist Buffer which COUNTY may use to construct, install and use lateral utility lines to connect utility lines in the Blomquist Extension to the City Parcel (the "Blomquist Utility Easement"), subject to CITY approval in its reasonable discretion as to location, dimensions and specifications for such utility related improvements. Any and all costs and expenses of improving, repairing or modifying the Blomquist Extension to accommodate construction and installation of the COUNTY's driveway and pedestrian entrance and utility lateral lines, including conformity of the driveway to final grade and any traffic study, shall be paid by COUNTY. The Future Blomquist Driveway Easement and Blomquist Utility Easement shall be documented in an easement agreement in a form mutually acceptable to the parties ("Easement Agreement") to be entered into by the parties and recorded through escrow at Closing.

c. COUNTY hereby agrees to grant CITY the following easement: A 20-foot wide public services easement abutting the full length of the Maple Street right-of-way frontage of the City Parcel (the "Maple Buffer Area") for installation, maintenance and repair of public utilities, including a storm drain (the "Maple Public Services Easement"). The public services easement shall be documented in an easement agreement in a form mutually acceptable to the parties ("Public Services Easement Agreement") to be entered into by the parties and recorded through escrow at Closing.

This Agreement is subject to approval by the San Mateo County Board of Supervisors, which approval is an express condition precedent to COUNTY's duty to perform. This Agreement is also subject to approval by the City Council of the City of Redwood City, which is an express condition precedent to CITY's duty to perform.

**2. ESCROW; CLOSING AND TITLE INSURANCE:** Within TEN (10) days following the Effective Date, COUNTY shall open escrow at First American Title Company, located at 303 Twin Dolphin Drive, Suite 600, in Redwood City, California, or at such other escrow company as may be agreed to by COUNTY and CITY (“Escrow Holder” or “Title Company”), and COUNTY shall deliver a copy of this Agreement to the Escrow Holder. This Agreement shall constitute the basic instructions to the Escrow Holder and the Escrow Holder shall prepare documents as are reasonably required to complete the Closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. COUNTY and CITY may each prepare supplemental escrow instructions consistent with the terms of this Agreement, but in case of any conflict between this Agreement and any such supplemental escrow instructions, the terms of this Agreement shall control.

a. The Closing shall be 45 days after execution of this Agreement, or such other date as the parties hereto shall mutually agree in writing. The “Closing” is defined as the satisfaction of all conditions herein stated, except those conditions that may be waived by an express written waiver duly executed by COUNTY or CITY, as applicable, and the recordation of the Grant Deeds, Certificates of Acceptance and Memorandum of Lease, and delivery of other closing documents and disbursement of funds, all as set forth in Section 3 below. Immediately following execution of this Agreement, each party will cooperate in providing all information in its possession regarding the property it is transferring pursuant to the terms of this Agreement.

b. Escrow, title and other fees shall be paid as follows:

i. COUNTY and CITY shall share equally in all costs related to escrow and recording fees.

ii. COUNTY and CITY shall each pay for their respective owner’s title insurance policy premiums for the property being acquired by that party under the terms of this Agreement, including the costs of any endorsements requested by such party.

**3. DEPOSITS TO ESCROW; CONDITIONS TO CLOSING:** Prior to the Closing Date, each party, at its own expense, shall complete all desired due diligence investigations of the property to be acquired by such party, including title review and any additional desired market, geotechnical, soils, ground water, and/or building condition investigations, as applicable, to confirm the suitability of the property to be acquired by such party. In addition, prior to the Closing Date, each party shall execute, acknowledge where applicable, and delivery into escrow the Grant Deeds, Certificates of Acceptance, Easement Agreement, Public Services Easement Agreement, Site Preparation and Development Fees Agreement, Memorandum of Lease, City/County Leaseback Agreement and all other documents contemplated under this Agreement and required to consummate the property exchange described herein.

COUNTY will deposit with the Escrow Holder required funds and transaction-related documents, including, but not limited to, the following:

- a. COUNTY's share of Closing costs and expenses.
- b. A Grant Deed duly executed and acknowledged by COUNTY transferring fee title to the County Property from COUNTY to CITY in substantially the form attached hereto as **Exhibit D** and incorporated herein by reference.
- c. A duly executed and acknowledged Certificate of Acceptance of the Grant Deed for the City Parcel in substantially the form attached hereto as Exhibit G and incorporated herein by reference.
- d. Two (2) duly executed counterpart originals of the City/County Leaseback Agreement (defined below) in substantially the form attached hereto as Exhibit H and incorporated herein by reference.
- e. A duly executed and acknowledged counterpart Memorandum of Lease in the form attached as Attachment 3 to the City/County Leaseback Agreement (defined below) (“Memorandum of Lease”).
- f. Two (2) duly executed counterpart originals of the Site Preparation and Development Fees Agreement (defined below).
- g. Two (2) duly executed and acknowledged counterpart originals of each of the Easement Agreement, the Public Services Easement Agreement and the Lease Option Agreement, together with any required certificate of acceptance with respect to the easement interest.

CITY will deposit with the Escrow Holder such transaction-related documents, including, but not limited to, the following:

- i. CITY's share of Closing costs and expenses.
- ii. A Grant Deed duly executed and acknowledged by CITY transferring fee title to the City Parcel from CITY to COUNTY in substantially the form attached hereto as Exhibit F and incorporated herein by reference.
- iii. A duly executed and acknowledged Certificate of Acceptance of the Grant Deed for the County Property in substantially the form of the Certificate of Acceptance attached hereto as Exhibit E and incorporated herein by reference.
- iv. Two (2) duly executed counterpart originals of the City/County Leaseback Agreement (defined below) in substantially the form attached hereto as Exhibit H and incorporated herein by reference.
- v. A duly executed and acknowledged counterpart Memorandum of Lease.

vi. Two (2) duly executed counterpart originals of the Site Preparation and Development Fees Agreement.

vii. Two (2) duly executed and acknowledged counterpart originals of each of the Easement Agreement, the Public Services Easement Agreement and the Lease Option Agreement.

The parties' obligation to close the transaction shall be conditioned on the following:

h. CITY, prior to the Closing, shall have prepared a metes and bounds legal description of the City Parcel describing the area shown on Exhibit B hereof in a form and in substance reasonably satisfactory to the COUNTY, to be attached to the Grant Deed for the City Parcel.

i. Title Company shall have irrevocably committed at Closing to issue to COUNTY and CITY California Land Title Association owner's policies of title insurance, showing title to the applicable property vested in COUNTY or CITY, as applicable, subject only to those title exceptions that have been approved by the acquiring party, in its sole discretion. CITY and COUNTY may opt to obtain an ALTA extended coverage policy in lieu of the CLTA policy; provided, however, that issuance of such ALTA coverage shall not delay the Closing.

j. CITY and COUNTY shall have determined, each in its sole discretion, that the condition of the property to be acquired by such party pursuant to this Agreement is acceptable to such party and suitable for its intended use. If the parties elect to close the transaction contemplated by this Agreement, each party shall be deemed to have made the determination that the property being acquired is acceptable to such party and suitable for its intended use.

**4. CITY/COUNTY LEASEBACK:** At or prior to Closing, CITY and COUNTY shall execute and deliver to Escrow Holder two counterpart originals of a leaseback agreement substantially in the form of Exhibit H attached hereto and incorporated herein (the "City/County Leaseback Agreement") pursuant to which CITY shall leaseback to COUNTY on a triple net basis the existing homeless shelter buildings, as more particularly described and set forth in the City/County Leaseback Agreement. Prior to Closing the parties shall each execute, acknowledge and deliver into escrow one counterpart original of a Memorandum of Lease in the form of Attachment 3 to the City/County Leaseback Agreement. Escrow Holder shall record the Memorandum of Lease immediately following recordation of the Grant Deed conveying title to the County Property from COUNTY to CITY.

**5. SITE PREPARATION AND DEVELOPMENT FEES AGREEMENT; SURCHARGING LICENSE AGREEMENT:** At or prior to Closing, CITY and COUNTY shall execute and deliver into escrow a site preparation and development fees agreement substantially in the form of Exhibit I attached hereto and incorporated herein (the "Site Preparation and Development Fees Agreement") pursuant to which COUNTY shall commit to (1) raise the elevation of the City Parcel, (2) comply with specified conditions on construction set forth in the Site Preparation and Development Fees Agreement, and (3) pay certain specified development fees to CITY at such time as the City Parcel is developed in the future, all on terms set forth in such Site Preparation and Development Fees Agreement. Subject to COUNTY executing a license agreement in a form

reasonably acceptable to CITY, CITY agrees to permit COUNTY to occupy the City Parcel prior to Closing for purposes of importing clean fill and other actions necessary to complete surcharging of the City Parcel. The license agreement shall include commercially reasonable indemnity and insurance requirements and covenants prohibiting COUNTY from introducing hazardous materials and shall also include provisions requiring COUNTY, in the event escrow fails to close, to remove all or a portion of the surcharge materials from City Property at COUNTY's expense if so directed by CITY.

**6. PRORATIONS; SURVIVING TAX OBLIGATIONS:** The County Property and City Parcel are each publicly owned and exempt from property taxes and therefore no property tax prorations are anticipated to occur at Closing. To the extent any real or personal property taxes or assessments for any period prior to the Closing become due after Closing, the party which owned such property prior to the Closing shall promptly pay such taxes and assessments and indemnify the acquiring party from any and all liabilities arising from its failure to timely pay such taxes and assessments. The parties' obligations under this Section 6 shall survive the Closing.

**7. REPRESENTATIONS AND WARRANTIES:**

a. The following constitute representations and warranties of COUNTY to CITY which shall be true and correct as of the date hereof and the Closing Date as if remade in a separate certificate at that time:

i. Authority. COUNTY has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by COUNTY are and shall be valid, legally binding obligations of and enforceable against COUNTY in accordance with their terms.

ii. Agreements. To COUNTY's actual knowledge, there are no agreements affecting the right to possession of the County Property, and there are no maintenance, service or other agreements affecting or relating to the County Property that cannot be terminated or cancelled by giving not more than thirty (30) days' notice.

b. The following constitute representations and warranties of CITY to COUNTY which shall be true and correct as of the date hereof and the Closing Date as if remade in a separate certificate at that time:

i. Authority. CITY has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by CITY are and shall be valid, legally binding obligations of and enforceable against CITY in accordance with their terms.

ii. Agreements. To CITY's actual knowledge, except as noted below, there are no agreements affecting the right to possession of the City Parcel and there are no maintenance, service or other agreements affecting or relating to the City Parcel that cannot be terminated or cancelled by giving not more than thirty (30) days' notice. CITY has entered into

four (4) license agreements with auto dealerships allowing them to park vehicles on the City Parcel, each with one-year terms subject to renewal at CITY's discretion, which allow CITY to terminate at any time and require surrender of the City Parcel within thirty (30) days. CITY warrants that it shall terminate all such agreements and ensure that such use is terminated and the City Parcel vacated by such users on or before the Closing Date; provided, COUNTY in its sole discretion may notify CITY in writing that it accepts such continued use and will succeed to CITY's interest in one or more such agreements or enter into new agreements. CITY will provide COUNTY copies of the license agreements.

**8. "AS IS WITH ALL FAULTS":** Except as specifically set forth in this Agreement, CITY and COUNTY specifically acknowledge that the properties being exchanged pursuant to the terms of this Agreement are being accepted on an "AS IS WITH ALL FAULTS" basis and that, except as to the limited representations and warranties expressly set forth in Section 7 above, neither party is relying on any representations or warranties of any kind whatsoever, expressed or implied, from the other as to any matters concerning the properties, including without limitation: their physical condition; geology; the development potential of the properties and their use, habitability, merchantability, or fitness for a particular purpose; their zoning or other legal status; compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the properties or any neighboring property.

**9. GOOD FAITH DISCLOSURE:** CITY and COUNTY have made and shall continue to make good faith disclosure to the other of any and all known facts, findings, reports or information regarding the properties that are the subject of this Agreement, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCBs, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination.

**10. INSPECTION:** Either party shall have the right of entry onto the other party's property, upon reasonable notice, to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in that party's sole discretion, necessary to reasonably determine the condition of the property being acquired. The scope of any such testing or inspection which requires physical sampling of all or any part of the property shall be subject to: (a) the prior written approval of the other party, which may be withheld or conditioned; (b) receipt of a certificate of insurance evidencing any insurance coverage reasonably required pursuant to this Section; and (c) the requirement that such party conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to the other party. Any such inspections and testing shall be completed prior to the Closing and all areas of the property shall be restored to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered, notification shall be provided immediately, and the notified party shall have the right, but not the responsibility, to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion.

Written notice shall be provided prior to the commencement of any testing or inspections in, on or about the applicable property, and the property owner shall have the right to post notices of testing, and/or notices of non-responsibility as provided by law. The party performing the testing or inspections shall keep the property free and clear of claims, charges and/or liens for labor and materials, and the testing or inspecting party shall defend, indemnify and save harmless the other party, its officials, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of, related to, or in connection with any such testing, inspection or entry by the testing or inspecting party, its partners, officers, directors, members, shareholders, independent contractors, agents or employees. The parties' respective obligations under this Section 10 shall survive the expiration or termination of this Agreement.

**11. CITY AND COUNTY COVENANTS:** Between the Effective Date and the Closing, CITY and COUNTY will not (a) enter into any material contract or lease that will be an obligation affecting its property being conveyed to the other party after the Closing, (b) enter into any contract regarding its property without the other party's prior written consent, or (c) construct or alter any improvements or buildings currently existing on its property without the other party's prior written consent. Each party shall pay any stop notice claims or mechanics' and materialmen's liens arising from labor and materials furnished on behalf of such party prior to the Closing with respect to its property, and pay and fulfill all of its obligations and liabilities under any existing agreements with regard to its property arising prior to the Closing.

**12. TERMINATION:** CITY and COUNTY shall each have the right to terminate this Agreement at any time prior to the Closing Date by written notice to the other party.

**13. NATURAL HAZARD DISCLOSURE:** To the extent required by applicable law, each party, at least 10 days prior to Closing, shall cause a natural hazard disclosure statement with respect to its property to be made available to the other party.

**14. CLOSING INSTRUCTIONS:** At the Closing, the Escrow Holder shall:

- a. Date, as of the Closing Date, all instruments calling for a date, attach the correct legal description to all instruments, as applicable, and combine the counterparts of instruments delivered in counterpart;
- b. Record the Grant Deeds, Certificates of Acceptance, Easement Agreement, Public Services Easement Agreement, Memorandum of Lease, and Lease Option Agreement, in that order, in the Official Records of the County of San Mateo;
- c. Give CITY and COUNTY telephonic or email notice that the Closing has occurred, and send the final closing statement to each party by email;
- d. Make required filings, if any, with the federal and state tax authorities; and
- e. Deliver documents, release funds and comply with all instructions as set forth in this Agreement and the approved closing statement, and the supplemental instructions of CITY and COUNTY, to the extent consistent with the instructions in this Agreement.

15. **WAIVER**: No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties.

17. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto. The recitals preceding this Agreement and the exhibits attached and referred to in this Agreement are incorporated herein by this reference. If the date on which CITY or COUNTY is required to take any action under the terms of this Agreement occurs on a Saturday, Sunday or Federal or state holiday, then, the action shall be taken on the next succeeding business day.

18. **SECTION HEADINGS**: The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction, or effect thereof.

19. **NOTICES**: Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

COUNTY: Don Grady  
Real Property Manager  
San Mateo County  
555 County Center, 4th Floor  
Redwood City, CA 94063  
Tel: (650) 363-4047

With a copy to:

Justin W. Mates  
Deputy County Manager  
San Mateo County  
400 County Center, First Floor  
Redwood City, CA 94063  
Tel: (650) 363-4136

and

County of San Mateo, Office of the County Counsel  
Attn: Timothy Fox, Deputy County Counsel  
400 Country Center  
Redwood City, CA 94063  
Tel: (650) 363-4250

CITY: City of Redwood City  
Attn: City Manager  
1017 Middlefield Road  
Redwood City, CA 94063  
Tel: (650) 780-7200

With a copy to:

City of Redwood City  
Attn: City Attorney  
1017 Middlefield Road  
Redwood City, CA 94063  
Tel: (650) 780-7200

**20. COOPERATION:**

a. Each party agrees to execute and deliver such instruments or to perform such acts as reasonably necessary to carry out the provisions of this Agreement. CITY agrees that upon COUNTY'S submission of an application and payment of all applicable processing and application fees, the CITY shall, as promptly and diligently as possible under the circumstances, and subject to applicable laws, commence review of the application and complete such review as quickly as feasible. Upon the COUNTY's written request and at COUNTY's sole cost and expense, the CITY will reasonably consider the use of contractor consultant services to expedite processing of COUNTY's applications.

b. CITY and COUNTY shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Lease Agreement, the Site Preparation and Development Fees Agreement, the Easement Agreement, the Public Services Easement Agreement, the Lease Option Agreement, or any other agreement between the parties related to this transaction (“Litigation Challenge”), and shall enter into a mutually acceptable joint defense agreement in response to a Litigation Challenge to facilitate sharing of materials and strategies without waiver of attorney client privilege. The parties shall notify each other promptly upon learning of any actual or threatened Litigation Challenge, and the parties shall keep each other informed of all developments relating to such Litigation Challenge. The parties shall mutually agree on outside counsel that will be retained to defend against the Litigation Challenge and shall share equally all costs of defense. To the extent each party retains separate counsel or uses in-house counsel to advise or monitor the defense, each party shall bear its own costs. If the terms of a proposed settlement would constitute an amendment or modification of this Agreement, the settlement shall not become effective unless such amendment or modification is approved by both parties in accordance with the applicable law, and each party reserves its full legislative discretion with respect thereto. In the event of a court order issued as a result of a successful Litigation Challenge, the parties shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such manner as will maintain the integrity of the transaction and property improvements and uses contemplated by this Agreement and the related agreements, and will avoid or minimize to the greatest extent possible (i) any impact on such transaction and property improvements and uses or (ii) frustration of the intent or purpose of this Agreement and the related agreements. The parties shall equally bear any adverse third party attorneys’ fee awards.

**21. NO ASSIGNMENT; SUCCESSORS AND ASSIGNS:** Unless otherwise specified in this Agreement or its exhibits or attachments, neither party may assign or transfers its rights or obligations under this Agreement. Without limiting the effect of the foregoing sentence, this Agreement shall be binding upon the heirs, devisees, executors, administrators, successors, and assigns of the parties.

**22. PARTIAL INVALIDITY:** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

**23. TIME OF ESSENCE:** CITY and COUNTY hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

**24. EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**25. COOPERATION REGARDING CITY REMAINDER:** CITY acknowledges that COUNTY has an interest in how the City Remainder may be used and improved, or how its natural resources may be preserved, and that COUNTY has a potential interest in acquiring available portions of the City Remainder at some future time. CITY agrees to notify COUNTY of any proposed preservation, land use planning or improvement efforts involving the City Remainder, and to confer with COUNTY and to reasonably consider its input in making decisions regarding such efforts. Such cooperative planning efforts may include consideration of methods to address sea level rise affecting the area, preservation of wetlands, public uses as open space or recreational amenities, and/or development for affordable housing or other public purposes.

**26. COOPERATION REGARDING COUNTY REMAINDER:** The parties anticipate that following construction of the Blomquist Extension through the County Property, the balance of the County Property not used for the roadway project may be available for other uses (the “County Remainder”). CITY acknowledges that COUNTY may be interested in seeing the County Remainder used as a site to develop permanent supportive housing, or another affordable housing use. CITY has agreed to grant to COUNTY and COUNTY has agreed to accept from CITY, an option to lease such County Remainder, which shall be set forth in a Lease Option Agreement consistent with the key terms set forth in **Exhibit C** attached hereto and incorporated herein by reference. CITY and COUNTY will use good faith, diligent efforts to negotiate and draft a final form of Lease Option Agreement consistent with the key terms to be executed, delivered and recorded through escrow at closing.

**27. COOPERATION TO ADDRESS SEA LEVEL RISE:** In recognition of the fact that future anticipated sea level rise threatens low lying areas along the San Francisco Bay, particularly properties located to the east of Highway 101, including the County Property and City Property, the parties agree to cooperate in good faith to identify and evaluate potential methods to address sea level rise, flooding, coastal erosion, and regional stormwater infrastructure needs affecting the area and to actively coordinate their respective planning efforts with regional and sub-regional organizations, including the San Mateo County Flood and Sea Level Rise Resiliency District (a/k/a OneShoreline). With respect to such planning efforts, the parties acknowledge their shared goal that the County Property and City Property be treated in a manner comparable to other substantially similar publicly- and privately-owned properties in the immediate vicinity of the County Property and City Property.

**28. SHELTER SPACE ALLOCATION TO CITY:** The County Property currently is used by COUNTY to operate a shelter for persons experiencing homelessness, which may continue operating for a time after the Closing pursuant to the City/County Leaseback Agreement. COUNTY intends to use the City Parcel to operate a facility offering shelter for persons experiencing homelessness as well as support services (referred to as a “Navigation Center”). COUNTY agrees to provide CITY an “Shelter Housing Preference” as follows:

a. On an ongoing basis, COUNTY shall provide up to five (5) shelter units, first at the existing shelter on the County Property and then at the Navigation Center on the City Parcel, for immediate placement of unsheltered individuals by the City of Redwood City staff or representatives. As applied to the existing facility, a “unit” shall mean a bed. As applied to the Navigation Center, a “unit” shall mean a sleeping facility with its own ingress door. The shelter operator will administer this program as part of the Navigation Center. Unsheltered individuals will transition from the hold units and will be assessed as part of the Coordinated Entry System (CES) and transition into the County’s Homeless Crisis Resolution system as soon as a CES placement is available.

b. The units shall be similar to the other Navigation Center units, but utilized specifically for the purpose of immediately providing emergency housing for unsheltered individuals while those individuals transition into the Coordinated Entry System. COUNTY acknowledges that continued availability of and use of the hold units at the Navigation Center is critical as CITY works towards the Countywide goal of functional zero homelessness.

COUNTY’s obligations under this Section 28 shall survive the Closing and remain in effect for so long as COUNTY operates a homeless shelter or homeless navigation center on the County Property or Navigation Center on the City Parcel.

**29. COUNTY CONTRIBUTION TO DEMOLITION COSTS:** In consideration for CITY’s covenants and agreements hereunder, including CITY’s obligations under Sections 4, 25 and 26 above, COUNTY shall pay to CITY the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000) (“Demolition Payment”) to reimburse CITY or its designee for costs incurred or to be incurred in connection with demolition of certain buildings and improvements (or portions thereof) located on the County Remainder which buildings and improvements would not otherwise have to be demolished to accommodate the Blomquist Extension work. COUNTY shall make the payment to CITY or its designee, as directed by CITY, within 30 days following City’s written demand therefor. City agrees to submit its Demolition Payment demand no sooner than 30 days after expiration or earlier termination of the City/County Leaseback Agreement. COUNTY’s obligations under this Section 29 shall survive the Closing.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, COUNTY and CITY have executed this Real Property Exchange Agreement by the respective authorized officers as set forth below to be effective as of the later of the dates this Agreement is executed by the COUNTY and CITY.

**“COUNTY”:**

**COUNTY OF SAN MATEO**

By: DAVID J. CANEPA, PRESIDENT OF THE BOARD OF SUPERVISORS

Signature: \_\_\_\_\_

Name: David J. Canepa

Dated: \_\_\_\_\_, 2021

**“CITY”:**

**CITY OF REDWOOD CITY**

By: \_\_\_\_\_

Melissa Stevenson Diaz, City Manager

Dated: \_\_\_\_\_, 2021

Approved As To Form:

By: \_\_\_\_\_

Veronica Ramirez, City Attorney

Attest:

By: \_\_\_\_\_

Pamela Aguilar, City Clerk, CMC

CONSENT OF ESCROW HOLDER

Escrow Holder hereby acknowledges receipt of a copy of a fully executed original of this Agreement. Escrow Holder hereby agrees (i) to be and serve as Escrow Holder pursuant to this Agreement; and (ii) subject to further escrow instructions mutually agreeable to the parties and Escrow Holder, to be bound by the Agreement in the performance of its duties as Escrow Holder and to hold and disburse all funds received by Escrow Holder in accordance with the provisions of this Agreement; provided, however, Escrow Holder shall have no obligation, liability, or responsibility under any amendment to the Agreement unless and until the same is accepted by Escrow Holder in writing.

FIRST AMERICAN TITLE COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

Legal Description of County Property

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

PORTION OF THE SOUTHWEST ¼ OF SECTION 17, IN TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE LANDS DESCRIBED IN PARCEL SIX OF THE DEED FROM S.H. FRANK & CO., A CORPORATION, TO S. H. FRANK TANNING COMPANY, A CORPORATION, DATED OCTOBER 31, 1945 AND RECORDED NOVEMBER 1, 1945 IN BOOK 1214 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 445 (71130-F), WHICH LINE IS ALSO THE NORTHWESTERLY LINE OF STEINBERGER STREET, WITH THE EASTERLY TERMINUS OF THAT CERTAIN CURVE HAVING A RADIUS OF 35 FEET, A CENTRAL ANGLE OF 42° 11' 08" AND AN ARC DISTANCE OF 25.77 FEET, WHICH CURVE FORMS A PORTION OF THE NORTHEASTERLY BOUNDARY LINE OF THE BAYSHORE FREEWAY, AS DESCRIBED IN THE DEED FROM S. H. FRANK & COMPANY, A CALIFORNIA CORPORATION, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 2, 1956 AND RECORDED DECEMBER 17, 1956 IN BOOK 3144 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 580 (12548-P); THENCE FROM SAID POINT OF BEGINNING NORTH 34° 46' 48" EAST ALONG SAID NORTHWESTERLY LINE OF STEINBERGER STREET 286.73 FEET; THENCE NORTH 55° 13' 12" WEST 241.98 FEET; THENCE SOUTH 34° 46' 48" WEST 372.53 FEET TO THE GENERAL NORTHERLY LINE OF THE BAYSHORE FREEWAY, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA HEREINABOVE MENTIONED; THENCE ALONG THE LAST MENTIONED LINE AS FOLLOWS; SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 9115.00 FEET, A CENTRAL ANGLE OF 0° 41' 56", AN ARC DISTANCE OF 111.16 FEET, SOUTH 59° 48' 01" EAST TANGENT TO THE PRECEDING CURVE 122.55 FEET, NORTH 34° 46' 48" EAST 42.93 FEET AND EASTERLY ON THE ARC OF A TANGENT CURVE TO RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 42° 11' 08", AN ARC DISTANCE OF 25.77 FEET TO THE POINT OF BEGINNING.

APN: 052-532-020  
JPN: 052-053-532-02A



## Exhibit C

**LEASE OPTION AGREEMENT KEY TERMS**

<b>Option Period</b>	County will have 5 years following the closing date of the land exchange to exercise its option to ground lease the Remainder Parcel. If County timely exercises the option, the parties will enter into a ground lease within 120 days following County's exercise of the option. The effective date of the ground lease will be the date on which the ground lease is entered into by the parties.
<b>Conditions to Lease Term Commencement</b>	County will have 5 years following the effective date of the ground lease to obtain entitlements and permits, including CEQA clearance, for development of a supportive housing or other affordable housing project on the Remainder Parcel.
<b>City Right to Preempt County's Option Rights</b>	If at any time prior to County's exercise of the option, City desires to move forward with development of a supportive housing or other affordable housing project on the Remainder Parcel, City may terminate the option agreement by written notice to County. However, if City fails to move forward with development of an affordable housing project within five (5) years after exercising its termination right, then the parties shall enter a new option agreement providing County with a new 5 year option to ground lease the Remainder Parcel. The terms of such new option agreement would be consistent with the original option agreement.
<b>Commencement Date/Outside Date</b>	The ground lease term will commence upon satisfaction of the conditions precedent to lease term commencement. If the conditions to commencement have not been satisfied within 5 years following the ground lease effective date then the Ground Lease shall automatically terminate.
<b>Term</b>	65 years from the commencement date.
<b>Base Rent</b>	\$100 for the entire ground lease term payable upon execution.
<b>Use</b>	Affordable housing, including potentially permanent supportive housing, targeted to low income households (80% AMI) or below.
<b>Payment of Fees</b>	County shall be responsible to pay City Standard Development Fees and Processing Fees as identified in the Site Preparation and Development Fees Agreement, provided, however, the land use category for fee calculation will be residential rather than motel, and the County will not be eligible for any fee credits from prior uses.
<b>Design Review</b>	County shall engage with City and the community through presentation of its conceptual design at a public City Council meeting in order to receive feedback regarding, inter alia, the aesthetic and architectural characteristics of the contemplated project.
<b>Taxes and Assessments</b>	County will pay all taxes and assessments.

Exhibit C

<b>Ownership of Improvements</b>	County or its successor will own the affordable housing improvements until ground lease termination/expiration at which time ownership of all improvements will vest in the City as fee owner/lessor
<b>Construction Provisions</b>	Ground lease to contain language addressing construction scope and schedule
<b>As-Is</b>	Remainder Parcel to be leased in its then AS-IS condition. City will have no obligation to do any demolition, remediation or site preparation work.
<b>Transfer and Assignment</b>	County may transfer its option to ground lease to a non-profit affordable housing developer subject to City review and approval not to be unreasonably withheld, conditioned or delayed.

Exhibit C

**Exhibit D**

Grant Deed (County to City)

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Redwood City  
Attn: City Clerk  
1017 Middlefield Road  
Redwood City, CA 94063

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):  
DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_;  
CITY TRANSFER TAX \$.00;  
SURVEY MONUMENT FEE \$ \_\_\_\_\_

- ] Computed on the consideration or full value of property conveyed, OR
- ] Computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- ] Unincorporated area;  ] City of Redwood City

**GRANT DEED**

For valuable consideration, the receipt of which is hereby acknowledged,

THE COUNTY OF SAN MATEO, a political subdivision of the State of California, hereby grants to CITY OF REDWOOD CITY, a charter city and municipal corporation, the real property legally described in the document attached hereto, labeled Attachment 1, and incorporated herein by this reference.

GRANTOR:

COUNTY OF SAN MATEO

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

*NOTARY ACKNOWLEDGMENT*

*[to be inserted]*

**ATTACHMENT 1**

LEGAL DESCRIPTION

*[to be inserted]*

**Exhibit E**

City's Certificate of Acceptance of the Grant Deed (County Property)

This is to certify that the interests in real property conveyed by Grant Deed dated \_\_\_\_\_, 2021, by the County of San Mateo, as grantor, to the City of Redwood City, are hereby accepted by the \_\_\_\_\_ of the City pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the City Council adopted on \_\_\_\_\_, 2021, and the City, as grantee, consents to recordation of said Grant Deed.

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit E

*[NOTARY ACKNOWLEDGMENT]*

To be inserted

Exhibit E

**Exhibit F**

**Grant Deed (City to County)**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

County of San Mateo  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):  
DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_;  
CITY TRANSFER TAX \$.00;  
SURVEY MONUMENT FEE \$ \_\_\_\_\_

- ] Computed on the consideration or full value of property conveyed, OR
- ] Computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- ] Unincorporated area;  ] City of Redwood City

**GRANT DEED**

For valuable consideration, the receipt of which is hereby acknowledged,

THE CITY OF REDWOOD CITY, a charter city and municipal corporation, hereby grants to COUNTY OF SAN MATEO, a political subdivision of the State of California, the real property legally described in the document attached hereto, labeled Attachment 1, and incorporated herein by this reference.

GRANTOR:

CITY OF REDWOOD CITY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

*NOTARY ACKNOWLEDGMENT*

*[to be inserted]*

**ATTACHMENT 1**

LEGAL DESCRIPTION

*[to be inserted]*

**Exhibit G**

County's Certificate of Acceptance of the Grant Deed (City Parcel)

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2021, from the CITY OF REDWOOD CITY, a charter city and municipal corporation, as Grantor, to the COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by order of the Board of Supervisors of the County of San Mateo on \_\_\_\_\_, 2021, pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo adopted on \_\_\_\_\_, 2021, and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2021

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Michael P. Callagy  
Clerk of the Board

Exhibit G

*NOTARY ACKNOWLEDGMENT*

*[to be inserted]*

Exhibit G

**Exhibit H**  
City/County Leaseback Agreement

Exhibit H

**LEASE AGREEMENT  
(Shelter)**

**By and Between**

CITY OF REDWOOD CITY,  
a California charter city and municipal corporation  
("Landlord")

**and**

COUNTY OF SAN MATEO,  
a political subdivision of the State of California  
("Tenant")

Dated: \_\_\_\_\_, 2021

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<u>Attachment 2</u>	Legal Description of Property
<u>Attachment 3</u>	Form of Memorandum of Lease

**LEASE AGREEMENT  
(Shelter)**

**BASIC LEASE INFORMATION**

1. **“Landlord” City of Redwood City**

Attn: City Manager  
1017 Middlefield Road  
Redwood City, CA 94063  
Tel: (650) 780-7200

With a copy to: City of Redwood City  
Attn: City Attorney  
1017 Middlefield Road  
Redwood City, CA 94063  
Tel: (650) 780-7200

2. **“Tenant” County of San Mateo**

Don Grady  
Real Property Manager  
San Mateo County  
555 County Center, 4th Floor  
Redwood City, CA 94063  
(650) 363-4047

With a copy to: Justin W. Mates  
Deputy County Manager  
San Mateo County  
400 County Center, First Floor  
Redwood City, CA 94063  
(650) 363-4136

3. **“Effective Date”** The Effective Date shall be the Closing date for Landlord’s acquisition of the Property from Tenant, evidenced by the date of recordation of the Grant Deed vesting title to the Property in Landlord.
4. **“Premises”** The Premises are defined as the buildings, 22 parking spaces, open space and common areas located on the Property (defined below), commonly referred to as 1580 Maple Street, Redwood City, California, highlighted and shown as “County Lease Area” in Attachment 1 attached hereto, and incorporated herein by reference.
5. **“Property”** That certain real property located at 1580 Maple Street, in the City of Redwood City, State of California, consisting of

approximately 2.00 acres, designated as San Mateo County Assessor's Parcel Number 052-532-020, as shown and legally described on Attachment 2, attached hereto and incorporated herein by reference.

6. **"Permitted Uses"** The Premises shall be used as a shelter for persons experiencing homelessness, including ancillary County office use and provision of associated services, consistent with Tenant's existing use immediately preceding the Commencement Date defined below. See also Section 10 below.
7. **"Initial Term"** The Initial Term shall commence upon the Effective Date which shall be the date on which title to the Property vests in Landlord, (**"Commencement Date"**) and shall continue until November 1, 2022 unless otherwise provided by written agreement. (**"Expiration Date"**).
8. **"Base Rent"** There will be no Base Rent payable for the Initial Term. If Tenant remains in possession of the Premises after the Expiration Date without Landlord's express written consent, the Base Rent shall be as set forth in Section 18.9.2.
9. **"Security Deposit"** N/A

The Basic Lease Information set forth above and the Attachments and Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD'S INITIALS \_\_\_\_\_

TENANT'S INITIALS \_\_\_\_\_

**LEASE AGREEMENT  
(Shelter)**

This Lease Agreement ("**Lease**") is made and entered into as of the effective date specified in Section 3 of the Basic Lease Information above ("**Effective Date**"), by and between the CITY OF REDWOOD CITY, a California charter city and municipal corporation ("**Landlord**"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("**Tenant**").

**1. PREMISES.**

**1.1 Premises; License.** Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises, including without limitation the buildings, and all infrastructure on the Property (collectively, the "**Improvements**").

**1.2 Landlord's Reserved Rights.** Landlord reserves the right to enter the Property or the Premises upon reasonable notice to Tenant (except that advance notice shall not be required in case of an emergency) for the following purposes: (i) to inspect the condition of the Property or the Premises; (ii) to ascertain the performance by Tenant of the terms and conditions hereof; (iii) to respond to an emergency at the Property; (iv) to maintain, inspect and repair the Premises to the extent required or permitted under this Lease; (v) to post notices of non-responsibility for alterations, additions or repairs undertaken by Tenant; and (vi) to perform any other right or duty of Landlord under this Lease. Landlord may exercise this right of entry without any abatement of Rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises.

**2. TERM.**

**2.1 Term.** The "**Initial Term**" of this Lease shall be as set forth in Section 7 of the Basic Lease Information. The Initial Term shall commence as of the Commencement Date set forth in Section 7 of the Basic Lease Information and expire on the Expiration Date set forth in Section 7 of the Basic Lease Information. The Initial Term, together with any extension or renewal term(s), are collectively referred to herein as the "**Term**."

**2.2 Early Termination.** Notwithstanding the Initial Term described in Section 2.1 above, Tenant may, in its sole option, elect to terminate this Lease before the Expiration Date at any time pursuant to this Section 2.2 (the "**Early Termination Option**"). Tenant may exercise the Early Termination Option at any time with at least 30 days written notice to Landlord as otherwise provided in this Lease, which specifically says it is an "Early Termination Notice Under Lease" and identifies an early termination date which is at least 30 days after the effectiveness of the written notice as otherwise provided in this Lease. No such early termination will relieve Tenant of any obligation accruing before the early termination date or which would otherwise survive expiration or termination of the Lease or result in a reduction or abatement of any Rent otherwise due.

3. **RENT.**

**3.1 Base Rent, Rent.** All Rent under this Lease shall commence as of the Commencement Date. Rent shall be paid as set forth in this Section. If Tenant holds over following the Expiration Date, Tenant shall pay to Landlord, at Landlord's address designated in Section 1 of the Basic Lease Information, or at such other address as Landlord may designate in writing to Tenant for the payment of Rent, the Base Rent designated in Section 8 of the Basic Lease Information, without notice, demand, offset or deduction, in advance, on the first day of each month following such Expiration Date. The term "**Rent**" means the Base Rent payable during such holdover period, and all Additional Rent payable as provided in Section 3.2 below.

3.1.1 **Application of Payments.** All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

3.1.2 **Interest.** All delinquent amounts shall bear interest from the date such amount was due until paid in full at a rate per annum ("**Applicable Interest Rate**") equal to the lesser of (a) the maximum interest rate permitted by Law or (b) five percent (5%) above the rate publicly announced by Bank of America, N.A. (or if Bank of America, N.A. ceases to exist, the largest bank then headquartered in the State of California) ("**Bank**") as its "**Reference Rate.**" If the use of the announced Reference Rate is discontinued by the Bank, then the term Reference Rate shall mean the announced rate charged by the Bank which is, from time to time, substituted for the Reference Rate. Landlord and Tenant recognize that the damage which Landlord shall suffer as a result of Tenant's failure to pay such amounts is difficult to ascertain and said interest amount is the best estimate of the damage which Landlord shall suffer in the event of late payment. Landlord's acceptance of late Rent and partial Rent and late charges (if any) does not equate with a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any rights and remedies available under this Lease and/or by operation of Law.

**3.2 Additional Rent.** In addition to paying any Base Rent that may be payable hereunder, Tenant shall pay as "**Additional Rent**" any Taxes as provided in Section 5 and any other amounts of any kind that become due or payable by Tenant to Landlord under the terms of this Lease. All amounts due under this Section 3.2 as Additional Rent (if any) are payable within thirty (30) days of Landlord's written invoice to Tenant. Tenant's obligation to pay Rent under this Lease survives the Term to the extent such obligation has not been fulfilled during the Term. In addition, Landlord reserves the right to charge Tenant and Tenant shall pay for any Utilities as described in Section 4 not directly paid by Tenant to the utility company.

4. **UTILITIES.**

**4.1 Tenant Utility and Service Costs.** Tenant, at Tenant's sole cost and expense, shall be responsible and directly contract and pay for any and all utilities and services required or desired by Tenant in connection with its use or occupancy of the Premises, including: (i) heat and air conditioning; (ii) water; (iii) gas, if applicable; (iv) elevator or lift service, if any; (v) electricity; (vi) telephone, computer and communications; (vii) trash pick-up; and (viii) any other materials, services, or utilities (individually and collectively, the "**Services**"). To the extent Landlord or any entity acting through or on behalf of Landlord in connection with its use of other portions of the Property uses utilities which are jointly metered with utilities serving the Premises, Landlord shall reimburse Tenant (without markup) for Landlord's fair share of such utility charges, as determined

by Tenant by comparing any increase in utility costs with an average of the prior six months of utility costs for the Property.

**4.2 Conservation and Use Policies.** Tenant, at its expense, shall comply with federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term.

**4.3 No Furnished Services.** Landlord shall have no obligation to provide any Services to the Premises. Notwithstanding the foregoing, if Landlord, in Landlord's sole discretion, and with the agreement by Tenant, elects to provide Services, Tenant shall pay to Landlord upon demand the cost of any and all Services furnished to Tenant; the cost of installing, maintaining and repairing equipment and/or facilities for the delivery of such Services, if any; and any cost incurred by Landlord in keeping account of or determining such Services in accordance with rates established by Landlord, and Landlord may discontinue such Services upon thirty (30) days prior written notice to Tenant. Landlord, at its election, may cause an electrical or water meter (including, without limitation, any additional wiring, conduit or panel required therefor) to be installed (and Tenant shall pay to Landlord upon demand the cost therefor) to measure use of Services consumed by Tenant.

**4.4 Exculpation of Liability.** Landlord is not obligated to furnish any security patrol or any other Services to Tenant, and shall not be liable for any loss or damage suffered by Tenant or others, by reason of Landlord's failure to furnish or election to discontinue providing any security patrol or any of the Services. Landlord makes no representation with respect to the presence, adequacy or fitness of the heating, air conditioning or ventilation equipment on or about the Premises to maintain temperatures which may be required for, or because of, any equipment of Tenant. The exculpation of liability under this Section 4.4 shall not apply to the extent claims are caused by Landlord's sole or active negligence or willful misconduct. This Section 4.4 shall be interpreted only to extend to Services provided in a Proprietary Capacity as described in Section 18.3. Nothing in this Section shall be interpreted to extend to Services provided by Landlord in a Governmental Capacity within the meaning of Section 18.3.

## **5. TAXES.**

**5.1 Taxes.** As used in this Lease "**Taxes**" means Property Taxes, Possessory Interest Taxes and Personal Taxes (if any). Tenant's obligations for Taxes for the last full or partial year of the Term and for any prior unpaid Taxes shall survive the expiration or earlier termination of this Lease.

**5.2 Property Taxes.** Although no Property Taxes are currently assessed, in the event they are assessed, whether due to a change in ownership or otherwise, Tenant shall pay such Property Taxes pursuant to Section 5.5 below. "**Property Taxes**" means and includes all of the following: all real property taxes, public infrastructure improvement assessments or any other assessments, levies, fees, exactions or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in lieu" of any such tax or assessment) which are assessed, levied, charged, conferred or imposed by any public authority upon the Property) or its operations, together with all taxes, assessments or other fees imposed by any public authority upon or measured by any Rent or other charges payable hereunder, including any gross receipts tax or excise tax levied by any governmental authority with respect to receipt of rental income, or upon, with respect to or by reason of the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or

any portion thereof, together with any tax imposed in substitution, partially or totally, of any tax previously included within the aforesaid definition or any additional tax the nature of which was previously included within the aforesaid definition. Nothing contained in this Lease shall require Tenant to pay any franchise, corporate, estate or inheritance tax of Landlord, or any income, profits or revenue tax or charge upon the net income of Landlord. Landlord shall deliver to Tenant copies of the assessment and tax bill from the applicable taxing authority.

**5.3 Possessory Interest Taxes.** This Lease may create a possessory property interest in Tenant. Tenant's property interest may be subject to property taxation, and Tenant or the party in whom the possessory interest is vested shall be responsible for payment of any and all property taxes levied on the interest (collectively, "**Possessory Interest Taxes**").

**5.4 Personal Taxes.** In the event any personal property on or about the Premises becomes subject to taxation, Tenant shall pay directly to the taxing authority all taxes and assessments levied upon the trade fixtures, alterations, additions, improvements, partitions, cabling, wiring, furniture, equipment, inventories and other personal property located and/or installed on the Premises by or on behalf of Tenant (individually and collectively "**Tenant's Property**") and Improvements (collectively, "**Personal Taxes**").

**5.5 Payment of Taxes.** Tenant shall pay all Taxes (if any) prior to delinquency. To the extent any such taxes are not separately assessed or billed to Tenant by the taxing authority, Landlord shall deliver to Tenant copies of the assessment and tax bill. Tenant shall pay such amount directly to the taxing authority no later than ten (10) business days prior to the date on which such Taxes are due. Should Tenant fail to pay its Taxes, Landlord may elect to do so on Tenant's behalf within five (5) days of Landlord's demand therefor. Tenant shall reimburse Landlord for such Taxes and any penalties and fines, together with interest at the Applicable Interest Rate, from the date Landlord tendered payment.

## **6. INSURANCE.**

**6.1 Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force at all times during the Term the following "**Tenant's Insurance**," and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith.

**6.1.1 Commercial General Liability Insurance.** A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, providing coverage for, among other things, blanket contractual liability (including Tenant's indemnification obligations under this Lease), premises liability, products and completed operations liability, owner's protective coverage, broad form property damage, and bodily injury (including wrongful death). If necessary, Tenant shall provide for restoration of the aggregate limit.

**6.1.2 Automobile Liability Insurance.** Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and insuring Tenant against liability for claims arising out of the ownership, maintenance, or use of any owned, hired, or non-owned automobiles.

**6.1.3 Property Insurance—Improvements.** A policy of Standard Fire and Extended Coverage Insurance, with vandalism and malicious mischief endorsements, to the

extent of at least full replacement value for the Improvements (including Alterations). The insurance policy shall be issued in the names of Landlord and Tenant, as their interests appear. Tenant shall use the proceeds from any such policy to restore the Improvements, unless this Lease is terminated as herein permitted, in which case the insurance proceeds shall be made payable to and be retained by Landlord.

6.1.4 Property Insurance—Tenant's Personal Property. "All risk" property insurance including fire and extended coverage, sprinkler leakage, vandalism and malicious mischief coverage, covering damage to or loss of any portion of Tenant's Personal Property (and any Alterations which constitute personal property under applicable Law), in an amount not less than the full replacement cost thereof.

6.1.5 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by Law, which complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts.

6.1.6 Other Insurance. Any other form or forms of insurance as Landlord or the mortgagees of Landlord may reasonably require from time to time, in form, amounts and for insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

## 6.2 General.

6.2.1 Insurance Companies. Tenant's Insurance shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VII (or such higher rating as may be required by a lender having a lien on the Premises) as set forth in the most current issue of "Best's Insurance Guide." Alternatively, Tenant may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a county through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code section 6500, or similar collective)

6.2.2 Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance for Tenant's Insurance, in the form of the ACORD standard certificate of insurance, prior to the Commencement Date. Tenant shall, at least thirty (30) days prior to expiration of the policy, furnish Landlord with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days' prior written notice to the parties named as additional insureds as required in this Lease. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and costs resulting from said failure.

6.2.3 Additional Insureds. Landlord and any property management company of Landlord for the Premises shall be named as additional insureds on the commercial general liability policy required by Section 6.1.1 above. An additional insured endorsement naming such parties as additional insured(s) shall be attached to the certificate of insurance.

6.2.4 Primary Coverage. Tenant's Insurance shall be primary, without right of contribution from any insurance, self-insurance or joint self-insurance which Landlord may, in its sole discretion, elect to maintain ("**Landlord's Insurance**").

6.2.5 Umbrella/Excess Insurance. Any umbrella liability policy or excess liability policy shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance shall not limit Tenant's liability under this Lease.

6.2.6 Waiver of Subrogation. Tenant waives any right to recover against Landlord for claims for damages to Tenant's Property or any Improvements to the extent covered (or required by this Lease to be covered) by Tenant's Insurance. This provision is intended to waive fully, and for the benefit of Landlord, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Tenant pursuant to this Lease shall include a waiver of subrogation endorsement attached to the certificate of insurance.

6.2.7 Notification of Incidents. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accident or incident on or about the Property or any portion thereof which could give rise to a claim against Landlord, Landlord's Insurance, Tenant, or Tenant's Insurance, except that Tenant shall not be obligated to give Landlord notice of any accident or incident which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice shall be accompanied by a copy of any report(s) relating to the accident or incident.

6.2.8 Compliance with Insurance Requirements. Tenant shall not do anything in the Premises, or bring or keep anything therein, or subject the Property or any portion thereof to any use which would damage the same or increase the risk of loss or fire, or violate Landlord's Insurance, or Tenant's Insurance, or which shall conflict with the regulations of the fire department or any Laws or with any insurance policy on the Premises or any part thereof, or with any rules or regulation established by any administrative body or official having jurisdiction. Tenant shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted.

6.2.9 Tenant Self-Insured. Notwithstanding the provisions of this Section 6, Landlord accepts Tenant's self-insured coverage as satisfying all provisions of this Section.

## 7. INDEMNITY; LIABILITY EXEMPTION.

7.1 Indemnity. Except to the extent claims are caused by Landlord's sole negligence or willful misconduct, Tenant shall indemnify, protect, defend, and hold harmless Landlord and its elected officials, officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns (together, "**Landlord Parties**") from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon (together, "**Claims**"), arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (ii) Tenant's or Tenant's Parties use of the Premises, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant or Tenant's Parties in or about the Premises or the Property; or (iii) any act, error or omission of Tenant or Tenant's Parties in or about the Property or any portion thereof (collectively, the "**Indemnification**"). Without limiting the foregoing, Tenant shall indemnify, protect, defend, and hold harmless Landlord and the other Landlord Parties from and against any and all Claims which arise from or relate in any manner to

the relocation of any person(s), business(es), or other occupant(s) located on within, on, or about, the Premises following the full or partial termination or expiration of Tenant's leasehold interest in the Premises (collectively, "**Relocation Claims**") under Government Code sections 7260 et seq. or any federal laws ("**Relocation Assistance Law**"). Tenant's indemnity obligations under this Section 7.1 shall survive the expiration or earlier termination of this Lease.

**7.2 Exemption of Landlord from Liability.** Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property and Improvements, and injury to or death of persons in, upon or about the Premises, arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole negligence or willful misconduct. For purposes of this Section 7.2, "Landlord" shall include any person or entity acting through or on behalf of Landlord. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant, Tenant's Parties or any other person in or about the Premises or the Property, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Premises or the Property or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's sole negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Property or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

## **8. REPAIRS AND MAINTENANCE.**

**8.1 Landlord's Obligations.** The Premises are being leased to Tenant in their current, existing, "AS-IS" condition. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, decorate or paint the Premises, construct or install any Improvements, or otherwise alter or improve the Premises, Property, or any portion thereof. As Tenant owned and occupied the Premises and Property prior to the Effective Date, Tenant is extremely familiar with the existing condition of the Premises and Improvements, and acknowledges that Landlord has made no representation or warranty regarding the condition thereof.

**8.1.1 Tenant's Waiver.** Notwithstanding anything in this Lease to the contrary, whether stated or implied in this Lease, Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1932(1), 1941, and 1942 or any similar Laws.

**8.2 Tenant's Obligations.** Tenant, at its expense, shall maintain the Premises and Improvements in good order, condition and repair, including without limitation all structural and non-structural components thereof, the roof (including structural portions of the roof), foundation, exterior and interior walls (including structural and load-bearing portions), interior floor surfaces and floor coverings, interior walls and wall coverings, paintings, glass, doors, signs, plumbing, heating, ventilation, landscaping, driveways and parking areas, air conditioning and electrical systems regardless of when or by whom installed, and any items required for compliance with

applicable Laws. Under no circumstances shall Tenant maintain the Premises to a lesser standard than it did so prior to the Effective Date.

**9. ALTERATIONS.**

**9.1 Alterations.** Subject to the conditions and requirements of this Section 9, Tenant may make alterations, additions or improvements, including without limitation necessary utility installations, trade fixtures, signs, equipment and furniture in the Premises, provided that such items are installed and are removable without structural or material damage to the Premises and Improvements. For purposes of this Lease, "**trade fixtures**" means specialty fixtures or equipment used in Tenant's homeless service operations. Tenant shall not construct, or allow to be constructed, any alterations, physical additions, or improvements in, about, or to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. If Landlord approves proposed alterations, additions or improvements, Landlord's consent may be conditioned upon Tenant's establishing compliance with Laws and with Landlord's reasonable requirements regarding selection of contractors and construction of improvements and alterations. Should Tenant make any alterations, additions, improvements without the prior written consent of Landlord, Landlord may, at any time during the Term of this Lease, require Tenant to remove any or all of the same and restore the Premises to their prior condition, at Tenant's sole cost and expense. The term "**Alterations**" shall mean any modification of the Improvements (including without limitation new utility installations and trade fixtures), from and after the Effective Date.

**9.2 Standard of Work.** All work to be performed by or on behalf of Tenant shall be performed diligently and in a commercially reasonable, workmanlike manner, and in compliance with all applicable Laws and all insurance carrier requirements. Landlord shall have the right, but not the obligation, to periodically inspect such work and may require changes in the method or quality thereof.

**9.3 Damage; Removal.** Tenant shall repair all damage to the Premises, Improvements and any portions thereof caused by the installation or removal of Tenant's trade fixtures or other work performed by or on behalf of Tenant, or Tenant's operations on the Premises, if requested by Landlord. Upon the expiration or other termination of this Lease, and upon request by Landlord, Tenant shall remove Tenant's trade fixtures and other improvements, alterations and additions, and all personal property (including without limitation all personal property of any homeless shelter residents) and restore the Premises to their condition existing prior to the construction or installation of any such items and perform any closure work, investigation and environmental remedial work required by the presence or suspected presence of any Hazardous Materials under Hazardous Materials Laws (as hereinafter defined) or by any other applicable Laws. Notwithstanding the foregoing, at Landlord's election, all improvements, alterations and additions, and all personal property remaining on the Premises on expiration or other termination of the Lease shall be and become the property of Landlord, and Landlord may dispose of them in any manner it elects at its sole discretion. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises or the Property whatsoever and in strict accordance with all applicable Laws.

**9.4 Liens.** Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises and Property and all portions thereof free of all mechanics' and materialmen's liens in connection

therewith. Tenant shall provide at least ten (10) business days' prior written notice to Landlord before any labor is performed, supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. If any lien is filed, Tenant shall cause such lien to be released and removed within ten (10) days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon, at the Applicable Interest Rate, from the date of expenditure.

**9.5 Bonds.** Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, lien, performance, and payment completion bonds in an amount equal to one and one-half times the estimated cost of any alterations, additions, or improvements to insure Landlord, the Premises and the Property against any liability for mechanic's and materialmen's liens, and to ensure completion of the work and payment of any contractors or subcontractors.

**10. USE.**

**10.1 Usage.** The Premises shall be used only for the permitted uses set forth in Section 6 of the Basic Lease Information and for no other purpose without the prior written consent of Landlord, which Landlord may decline, delay or condition for any reason whatsoever in Landlord's sole discretion. Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation or warranty with regard to the Premises, Improvements, or the Property with respect to their suitability for the conduct of Tenant's homeless services operations. Tenant's execution of this Lease and continued use of the Premises hereunder shall conclusively establish that the foregoing were at such time in satisfactory condition. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually "**Law**" and collectively "**Laws**"), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Premises. Tenant shall be responsible for obtaining any permit or license required by any governmental agency permitting Tenant's use of the Premises. Landlord makes no representation concerning the availability of any permits or approvals required or permitted under this Lease. Tenant shall comply with such reasonable additional requirements as Landlord may from time to time prescribe. Tenant shall not commit waste; overload the floors or structure of the Improvements; permit any unreasonable odors, smoke, dust, gas, substances, noise, or vibrations to emanate from the Premises that are offensive or objectionable to Landlord or nearby property owners or occupants; take any action which would constitute a nuisance or would disturb, obstruct, or endanger Landlord or nearby property owners or occupants; take any action which would abrogate any warranties; or use or allow the Premises to be used for any unlawful purpose; and shall cooperate with Landlord and Landlord's agents to prevent those actions. Landlord shall not be responsible for Landlord's failure to enforce any of the Additional Requirements.

11. **ENVIRONMENTAL MATTERS.**

**11.1 Environmental Compliance.** Tenant shall, at its sole cost and expense, comply with all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force (collectively, "**Hazardous Materials Laws**") concerning the management, use, generation, storage, transportation, discharge or disposal of any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act. "**Hazardous Materials**" include asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl ("**PCB**") or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by-product thereof (collectively, "**Hazardous Materials**"). Neither Tenant nor Tenant's Parties shall use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials anywhere in, on, under or about the Premises or the Property. Tenant shall cause any and all Hazardous Materials brought onto, used, generated, handled, treated, stored, released or discharged on or under the Premises or the Property to be removed from the Premises and Property and transported for disposal in accordance with applicable Hazardous Materials Laws. Landlord shall have the right (but not the obligation) to enter the Premises from time to time to conduct tests, inspections and surveys concerning Hazardous Materials and to monitor Tenant's compliance with its obligations concerning Hazardous Materials and Hazard Materials Laws. Tenant shall immediately notify Landlord in writing of: (i) any release or discharge of any Hazardous Material; (ii) any voluntary clean-up or removal action instituted or proposed by Tenant, (iii) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened, or (iv) any claim made or threatened by any person against Landlord, Tenant, the Premises, or the Property or any portion thereof relating to Hazardous Materials or Hazardous Materials Laws. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof and concerning Hazardous Materials or Hazardous Materials Laws. In the event Tenant institutes a cleanup or removal action, Tenant shall provide copies of all work plans and subsequent reports submitted to the governmental agency with jurisdiction to Landlord in a timely manner.

**11.2 Tenant's Indemnification.** Except to the extent caused by Landlord's negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the presence of Hazardous Materials in, on, under, about, or emanating from the Premises or the Property, including, without limitation, any bodily injury, death, property damage, natural resource damage, decrease in value of the Premises or the Property, caused or alleged to have been caused by Tenant or Tenant's Parties' use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials in violation of Tenant's obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including without limitation, claims made against Landlord with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by Tenant or Tenant's Parties' use, storage, handling, treatment, generation,

presence, discharge or release of Hazardous Materials. Tenant's indemnity obligations under this Section 11.2 shall survive the expiration or earlier termination of this Lease.

**12. DAMAGE AND DESTRUCTION.**

**12.1 Casualty.** If, during the Term, the Premises or Improvements are totally or partially destroyed from any cause rendering them totally or partially inaccessible or unusable (the "**Casualty**"), then Tenant shall have the right at Tenant's option to give written notice to Landlord within ninety (90) days after the date of the occurrence of such damage of Tenant's intention to either (i) repair such damage as soon as reasonably possible at Tenant's expense, or (ii) terminate this Lease as of the date of the occurrence of such damage. If Tenant elects to repair the damage, and if the restoration can be made under then existing Laws and Tenant obtains all necessary permits therefor, then Tenant shall restore the Premises (including Improvements) to substantially the same condition as they were in immediately before the destruction, or as Landlord may otherwise approve in its reasonable discretion. If the restoration cannot be so made, then Tenant may terminate this Lease immediately by giving written notice to Landlord. If the existing Laws do not permit the restoration, either party may terminate this Lease by giving sixty (60) days' prior written notice to the other party, with no abatement or reduction of Rent.

**12.2 Waiver.** The provisions of this Lease contain an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant fully waives the provisions of any statute or regulation, including California Civil Code sections 1932(2) and 1933(4) (as amended from time to time, and successor statutes thereto) for any rights or obligations concerning a Casualty.

**13. INTENTIONALLY OMITTED.**

**14. DEFAULT.**

**14.1 Events of Default.** Where "**default**" is used in this Lease with reference to Tenant, default refers to any breach of Tenant's obligations under this Lease, however brief. Where Tenant's default continues for the period specified below, it shall, at Landlord's option, constitute an Event of Default giving rise to the remedies set forth in Sections 14.2 and 14.3 below. The occurrence of any of the following events shall, at Landlord's option, constitute an "**Event of Default:**"

14.1.1 Abandonment of or vacating the Premises for a period of thirty (30) consecutive days;

14.1.2 Failure to pay Rent or other sums on the date when due and the failure continuing for a period of ten (10) days after such payment is due;

14.1.3 Failure to perform Tenant's covenants and obligations hereunder (except default in the payment of Rent) where such failure continues for a period of thirty (30) days; or

14.1.4 The making of a general assignment by Tenant for the benefit of creditors; the filing of a voluntary petition by Tenant or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation or reorganization of Tenant under any

Laws relating to bankruptcy, insolvency or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the same within sixty (60) days of such filing; the appointment of a receiver or other custodian to take possession of substantially all of Tenant's assets or this leasehold; Tenant's insolvency or inability to pay Tenant's debts or failure generally to pay Tenant's debts when due; any court entering a decree or order directing the winding up or liquidation of Tenant or of substantially all of Tenant's assets; Tenant taking any action toward the dissolution or winding up of Tenant's affairs; the cessation or suspension of Tenant's use of the Premises; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets or this leasehold.

## 14.2 Remedies.

14.2.1 Termination. In the event of the occurrence of any Event of Default, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice (which date shall be at least three (3) business days following the date of delivery of such notice), this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other Events of Default at the time existing shall have been fully remedied to the satisfaction of Landlord.

(a) Repossession. Following termination, without prejudice to other remedies Landlord may have, Landlord may (i) peaceably re-enter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Premises; and (iii) remove all personal property therefrom.

(b) Unpaid Rent. Landlord shall have all the rights and remedies of a landlord provided by applicable Laws, including the right to recover from Tenant: (a) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination, (b) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after the date of termination until the time of award exceeds the amount of loss of rent that Tenant proves could have been reasonably avoided, (c) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, and (d) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. The phrase "**worth, at the time of award**," as used in (a) and (b) above, shall be computed at the Applicable Interest Rate, and as used in (c) above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) Liquidated Damages. If owed pursuant to Section 18.9 below, Tenant shall pay "Liquidated Damages" as defined and provided in Section 18.9.

**14.3 Cumulative.** Each right and remedy of Landlord provided for herein or now or hereafter existing at Law or in equity, by statute or otherwise shall be cumulative and shall not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise.

**15. ASSIGNMENT AND SUBLETTING.**

**15.1 Landlord's Consent.** Landlord hereby acknowledges that the shelter located on the Premises is operated by a contractor of Tenant and Landlord consents to the continued operation of the shelter by Tenant's current contractor or any other contractor as may be chosen by Tenant in its sole reasonable discretion. Otherwise, Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of Law, this Lease, the Premises, the Improvements or any part thereof, without Landlord's prior written approval, which Landlord may withhold in its sole absolute discretion, without any obligation to consider any proposed assignment, sublet or transfer in good faith or otherwise. Tenant's attempted assignment/subletting without first obtaining Landlord's written consent shall be void at Landlord's election. Landlord's consent to one assignment or subletting shall not be deemed a consent to subsequent assignments and/or sublettings. The merger of Tenant with any other entity or the transfer of any controlling or managing ownership or beneficial interest in Tenant, or the assignment of a substantial portion of the assets of Tenant, whether or not located at the Premises shall constitute an assignment hereunder. In the event Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any other act Tenant proposes to do then Tenant shall pay Landlord's attorneys' fees incurred in connection with each such request.

**16. ESTOPPEL, ATTORNMENT AND SUBORDINATION.**

**16.1 Estoppel.** Within ten (10) days after request by Landlord, Tenant shall deliver an estoppel certificate duly executed and acknowledged to any proposed mortgagee, beneficiary, purchaser, or Landlord, in a commercially reasonable form substantially similar to that requested and a statement certifying, without limitation: (i) the date of commencement of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; (v) no deposit of any nature has been made in connection with the Lease (other than deposits the nature and amount of which are expressly described in the Lease), and (vi) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section 16 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises, the Property or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance, (iii) not more than one (1) month's rental has been paid in advance; and (iv) no deposit of any nature has been made in connection with the Lease except as represented by Landlord. Except to the extent caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify and hold Landlord harmless from and against any and all damages, penalties, fines, taxes, costs, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees and court costs) which Landlord may sustain or incur as a result of or in connection with Tenant's failure or delay in delivering such estoppel certificate. If any financier should require that this Lease be amended (other than in the description of the Premises, the Term, the permitted uses, the Rent or as will substantially, materially and adversely affect the rights of Tenant), Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a Lease supplement

embodying such amendments. Tenant shall, within ten (10) days after the receipt of Landlord's notice, execute and deliver to Landlord the tendered Lease supplement.

**16.2 Subordination.** This Lease shall be subject and subordinate to all ground leases, any CC&Rs, and the lien of all mortgages and deeds of trust which now or hereafter affect the Premises or Landlord's interest therein, and all amendments thereto, all without the necessity of Tenant's executing further instruments to effect such subordination; provided, however, that Tenant's rights hereunder shall not be disturbed, except in accordance with the terms and provisions of this Lease. If requested, Tenant shall execute and deliver to Landlord within ten (10) days after Landlord's request, whatever documentation that may reasonably be required to further effect the provisions of this Section 16.2.

**16.3 Attornment.** In the event of a foreclosure proceeding, the exercise of the power of sale under any mortgage or deed of trust or the termination of a ground lease, Tenant shall, if requested, attorn to the purchaser thereupon and recognize such purchaser as Landlord under this Lease. The transferee shall not be liable for any acts, omissions or defaults of Landlord that occurred before the sale or conveyance, or the return of any security deposit except for deposits actually paid to transferee, and except as reduced as expressly provided by operation of Law.

**17. RELOCATION WAIVER.**

**17.1 Waiver.** The parties do not believe that any Relocation Assistance Law provides any benefits to public entity tenants such as Tenant. Nevertheless, in the event any such Law does provided any benefits to Tenant, Tenant fully releases and discharges Landlord (in its capacity as Landlord and otherwise as a municipal corporation) from all and any manner of Relocation Claims, including waiver and release of any relocation rights under any Relocation Assistance Law.

**18. MISCELLANEOUS.**

**18.1 General.**

18.1.1 Entire Agreement. Except for that certain Real Property Exchange Agreement between Landlord and Tenant, dated on or about September 28, 2021 ("**Exchange Agreement**"), and any agreement identified or referenced in the Exchange Agreement, this Lease sets forth all the agreements between Landlord and Tenant concerning the Premises, and there are no agreements either oral or written other than as set forth herein.

18.1.2 Time of Essence. Time is of the essence of this Lease.

18.1.3 Attorneys' Fees. If any action is commenced which arises out of or related to this Lease, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenses in the action, in addition to costs and expenses otherwise allowed by Law.

18.1.4 Severability. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

18.1.5 Law. This Lease shall be construed and enforced in accordance with the Laws of the State of California, without reference to its choice of law provisions.

18.1.6 Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Lease, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Lease shall be interpreted as though prepared jointly by both parties.

18.1.7 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, subject to compliance with the terms of Section 15, Tenant.

18.1.8 Third Party Beneficiaries. Nothing herein is intended to create any third-party benefit.

18.1.9 Memorandum of Lease. On the Commencement Date, the parties will execute and record in the official records of San Mateo County a Memorandum of Lease substantially in form attached hereto as Attachment 3 ("**Memorandum**"). Upon the expiration or other termination of this Lease, Tenant shall immediately execute and deliver to Landlord a quitclaim deed to the Premises, as required, in recordable form, designating Landlord as transferee or grantee. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises or any portion thereof.

18.1.10 No Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.

18.1.11 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

**18.2** Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

**18.3** Proprietary and Governmental Roles by City; Actions by City. Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Redwood City ("**City**") in this Lease shall be as owner and lessor of property only ("**Proprietary Capacity**"), and any obligations or restrictions imposed by this Lease on the City shall be limited to that capacity and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect its governmental capacities, including enacting laws, inspecting structures, reviewing and issuing permits, and all of the other legislative and administrative or enforcement functions pursuant to

federal, state or local law ("**Governmental Capacity**"). In addition, nothing in this Lease shall supersede or waive any discretionary or regulatory approvals required to be obtained from the City under applicable Law.

**18.4 Intentionally omitted.**

**18.5 Notices.** Except as otherwise specified in this Lease, all notices to be sent pursuant to this Lease shall be made in writing, to Landlord's address and Tenant's address set forth in Sections 1 and 2 of the Basic Lease Information, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

**18.6 Brokerage Commission.** Landlord and Tenant each represents that they have not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation (individually and collectively, "**Commission**") is due or payable. Tenant agrees to indemnify and hold harmless Landlord from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of Tenant.

**18.7 Authorization.** Each individual or entity executing this Lease on behalf of Tenant represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Tenant and that such execution is binding upon Tenant.

**18.8 Surrender.** Upon the expiration or other termination of this Lease or Tenant's right to possession of the Premises, Tenant will surrender and vacate the Premises, together with all keys, broom-swept clean and in good condition and repair, reasonable wear and tear excepted, and all personal property (whether owned by tenant or any shelter resident) removed. Conditions existing because of Tenant's failure to perform maintenance, repairs or replacements shall not be deemed "reasonable wear and tear."

**18.9 Holding Over; Liquidated Damages.**

18.9.1 If, with Landlord's express written consent, Tenant holds over the Premises or any part thereof after expiration or earlier termination of the Term, such holding over shall constitute a month-to-month tenancy on all the other terms and conditions of this Lease. This section shall not be construed as Landlord's permission for Tenant to hold over. Acceptance of Rent by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of the Initial Term except as specifically set forth above.

18.9.2 If Tenant remains in possession of the Premises after expiration or other termination of this Lease without Landlord's express written consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as Base Rent during the holdover period an amount equal to \$16,000.00 per month (approximately \$1.00 psf). The holdover period Base Rent shall be in addition to the liquidated damages amount to be paid by Tenant under Section 18.9.3 below. Base Rent following expiration or earlier termination of the Term shall be due on or before the first day of each month and shall be prorated for any partial

month. If Landlord has not received any installment of Base Rent under this Section 18.9 within five (5) days after such amount is due, Tenant shall pay a late charge of ten percent (10%) of the delinquent amount immediately. The Parties agree that this ten percent (10%) late charge represents a reasonable estimate of Landlord's additional costs, including administration and collection costs and processing and accounting expenses ("**Delinquency Costs**"), caused by the delinquency.

18.9.3 Landlord and Tenant entered into this Lease solely to allow the Tenant to continue operating (directly or indirectly) the existing shelter facility on the Premises until such time (on or about the Expiration Date) at which Landlord must either: (i) provide third-party developer 1548 Maple, LLC (including successors and assigns, "**Developer**") either fee title to or a right-of-way easement across the Property, including the Premises, vacant and free and clear of this Lease, so that Developer, pursuant to a separate agreement with Landlord and at Developer's sole cost and expense, can construct certain roadway improvements ("**Blomquist Street Segments**"); or (ii) permit Developer to make an approximately \$2.2 Million in-lieu payment to Landlord ("**In-Lieu Payment**"), in which case Landlord would be responsible for constructing the Blomquist Street Segments at Landlord's sole cost and expense. As Landlord currently estimates it will cost Landlord at least \$7.7 Million to itself construct the Blomquist Street Segments, Landlord estimates it will suffer at least \$5.5 Million in damages (the difference between the current estimated Blomquist Street Segments cost and the In-Lieu Payment) if Landlord is unable to provide the necessary rights to the Property, including the Premises, to Developer promptly following the Expiration Date. Therefore, Tenant agrees to pay Landlord liquidated damages in the amount of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) if Tenant fails to vacate and surrender to Landlord the Premises by the Expiration Date as required by this Lease.

18.9.4 Execution of this Lease by Tenant constitutes Tenant's acknowledgement and agreement that Tenant understands, has ascertained and agrees that Landlord will sustain substantial damages if Tenant fails to surrender and vacate the Premises as required by this Lease by the Expiration Date. The parties agree that the liquidated damages amount in Section 18.9.3 above shall be presumed to be the damages sustained by Landlord, and that because of the nature of this Lease and the difficulty of projecting the actual cost of the Blomquist Street Segments, it would be impracticable or extremely difficult to fix the amount of actual damages. The liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Landlord because Tenant failed to surrender and vacate the Premises as required by this Lease by the Expiration Date.

LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS SECTION 18.9 AND BY THEIR INITIALS AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
LANDLORD'S INITIALS

\_\_\_\_\_  
TENANT'S INITIALS

18.9.5 Liquidated damages shall not be deemed to include within their scope additional damages arising from any other Tenant breach of this Lease, including without limitation failure to comply with any indemnification obligations, nor shall any liquidated damages apply to any breach of this Lease other than as set forth in Section 18.9.3 above.

18.9.6 If Tenant holds over beyond the Lease Expiration Date and therefore pays the liquidated damages amount specified above to Landlord, Landlord shall use the proceeds of such liquidated damages solely to pay the costs of constructing or causing construction of the Blomquist Street Segments at such time as Landlord determines in its sole discretion. Landlord shall keep copies of invoices and other appropriate records of all hard and soft costs incurred by Landlord in connection with the construction of the Blomquist Street Segments, and Landlord, promptly following Tenant's request, shall provide a copy of such invoices and cost records to Tenant. If, following completion of the Blomquist Street Segments, the total hard and soft costs incurred by Landlord are less than the sum of: (a) the liquidated damages amount paid by Tenant to Landlord as provided above, plus (b) the In-Lieu Payment made by Developer to City, then City shall pay the excess funds remaining, if any, to Tenant.

**18.10 Covenants and Conditions.** Each provision to be performed by Tenant hereunder shall be deemed to be both a covenant and a condition. This Lease shall be construed as though the covenants between Landlord and Tenant are independent and not dependent. Tenant expressly waives the benefit of any statute to the contrary and agrees that even if Landlord fails to perform its obligations under this Lease, Tenant shall not be entitled to make repairs or perform any acts at Landlord's expense, or to any setoff against Rent or other amounts owing under this Lease against Landlord.

***[SIGNATURES FOLLOW ON NEXT PAGE]***

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

**“TENANT”:**

**COUNTY OF SAN MATEO**

By: DAVID J. CANEPA, PRESIDENT OF THE BOARD OF SUPERVISORS

Signature: \_\_\_\_\_

Name: David J. Canepa

Dated: \_\_\_\_\_, 2021

**“LANDLORD”:**

**CITY OF REDWOOD CITY**

By: \_\_\_\_\_

Melissa Stevenson-Diaz

Its: City Manager

Dated: \_\_\_\_\_, 2021

Approved as To Form:

By: \_\_\_\_\_

Veronica Ramirez, City Attorney

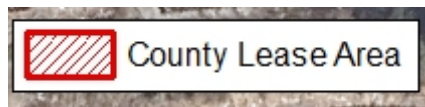
Attest:

By: \_\_\_\_\_

Pamela Aguilar, City Clerk, CMC

**ATTACHMENT 1**  
**Diagram of Premises**

**1580 Maple Street – County Lease Area**



**ATTACHMENT 2**

**Legal Description of Property**

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17, IN TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE LANDS DESCRIBED IN PARCEL SIX OF THE DEED FROM S.H. FRANK & CO., A CORPORATION, TO S. H. FRANK TANNING COMPANY, A CORPORATION, DATED OCTOBER 31, 1945 AND RECORDED NOVEMBER 1, 1945 IN BOOK 1214 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 445 (71130-F), WHICH LINE IS ALSO THE NORTHWESTERLY LINE OF STEINBERGER STREET, WITH THE EASTERLY TERMINUS OF THAT CERTAIN CURVE HAVING A RADIUS OF 35 FEET, A CENTRAL ANGLE OF  $42^{\circ} 11' 08''$  AND AN ARC DISTANCE OF 25.77 FEET, WHICH CURVE FORMS A PORTION OF THE NORTHEASTERLY BOUNDARY LINE OF THE BAYSHORE FREEWAY, AS DESCRIBED IN THE DEED FROM S. H. FRANK & COMPANY, A CALIFORNIA CORPORATION, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 2, 1956 AND RECORDED DECEMBER 17, 1956 IN BOOK 3144 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 580 (12548-P); THENCE FROM SAID POINT OF BEGINNING NORTH  $34^{\circ} 46' 48''$  EAST ALONG SAID NORTHWESTERLY LINE OF STEINBERGER STREET 286.73 FEET; THENCE NORTH  $55^{\circ} 13' 12''$  WEST 241.98 FEET; THENCE SOUTH  $34^{\circ} 46' 48''$  WEST 372.53 FEET TO THE GENERAL NORTHERLY LINE OF THE BAYSHORE FREEWAY, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA HEREINABOVE MENTIONED; THENCE ALONG THE LAST MENTIONED LINE AS FOLLOWS; SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 9115.00 FEET, A CENTRAL ANGLE OF  $0^{\circ} 41' 56''$ , AN ARC DISTANCE OF 111.16 FEET, SOUTH  $59^{\circ} 48' 01''$  EAST TANGENT TO THE PRECEDING CURVE 122.55 FEET, NORTH  $34^{\circ} 46' 48''$  EAST 42.93 FEET AND EASTERLY ON THE ARC OF A TANGENT CURVE TO RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF  $42^{\circ} 11' 08''$ , AN ARC DISTANCE OF 25.77 FEET TO THE POINT OF BEGINNING.

APN: 052-532-020

JPN: 052-053-532-02A

Form of Memorandum of Lease

ATTACHMENT 3

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Redwood City  
Attn: City Clerk  
1017 Middlefield Road  
Redwood City, CA 94063

*(Space Above This Line for Recorder's Use Only  
[Exempt from recording fee per Gov. Code § 2738]*

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE ("**Memorandum**") is dated as of \_\_\_\_\_, 2021, by and between the CITY OF REDWOOD CITY, a California charter city and municipal corporation ("**Landlord**"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("**Tenant**").

R E C I T A L S:

A. Landlord and Tenant entered into that certain Lease Agreement dated as of \_\_\_\_\_, 2021 (the "**Lease**"), with respect to the portion (described in Exhibit 1 attached hereto and made a part hereof, the "**Premises**") of the property located in the City of Redwood City, County of San Mateo, State of California, described in Exhibit 2 attached hereto and made a part hereof (the "**Property**"). All capitalized terms used herein without definition shall have the respective meanings given to them in the Lease.

B. Landlord and Tenant desire to record a Memorandum of the Lease confirming the existence of the Lease on the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Lease.** In consideration of the covenants and agreements contained in the Lease, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, on all of the terms, covenants and conditions set forth in the Lease.

2. **Term.** The term of the Lease shall commence on the date first set forth above (the "**Commencement Date**") and unless sooner terminated as provided in the Lease, shall expire on \_\_\_\_\_, 202\_\_ ("**Expiration Date**"). The Lease includes a liquidated damages provision that applies in the event Tenant does not vacate and surrender possession of the Premises to Landlord by the Expiration Date or such later date as Landlord may agree in writing in its sole and absolute discretion.

3. **Lease Incorporated.** The purpose of this Memorandum is solely to provide notice of the existence of the Lease. All terms, conditions and covenants of the Lease are incorporated herein by this reference and are not amended, modified or varied in any way by this Memorandum. The terms of the Lease shall govern in the event of any conflict with this Memorandum.

4. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

**“TENANT”:**

**COUNTY OF SAN MATEO**

By: DAVID CANEPA, PRESIDENT OF THE BOARD OF SUPERVISORS

Signature: \_\_\_\_\_

Name: David Canepa

Dated: \_\_\_\_\_, 2021

**“LANDLORD”:**

**CITY OF REDWOOD CITY**

By: \_\_\_\_\_

Melissa Stevenson-Diaz

Its: City Manager

Dated: \_\_\_\_\_, 2021

Approved as To Form:

By: \_\_\_\_\_  
Veronica Ramirez, City Attorney

Attest:

By: \_\_\_\_\_  
Pamela Aguilar, City Clerk, CMC

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_)

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_)

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_,  
(insert name of notary)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_)

**EXHIBIT 1**  
**Diagram of Premises**

*[To be inserted]*

**EXHIBIT 2**

**Legal Description of Property**

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17, IN TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE LANDS DESCRIBED IN PARCEL SIX OF THE DEED FROM S.H. FRANK & CO., A CORPORATION, TO S. H. FRANK TANNING COMPANY, A CORPORATION, DATED OCTOBER 31, 1945 AND RECORDED NOVEMBER 1, 1945 IN BOOK 1214 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 445 (71130-F), WHICH LINE IS ALSO THE NORTHWESTERLY LINE OF STEINBERGER STREET, WITH THE EASTERLY TERMINUS OF THAT CERTAIN CURVE HAVING A RADIUS OF 35 FEET, A CENTRAL ANGLE OF  $42^{\circ} 11' 08''$  AND AN ARC DISTANCE OF 25.77 FEET, WHICH CURVE FORMS A PORTION OF THE NORTHEASTERLY BOUNDARY LINE OF THE BAYSHORE FREEWAY, AS DESCRIBED IN THE DEED FROM S. H. FRANK & COMPANY, A CALIFORNIA CORPORATION, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 2, 1956 AND RECORDED DECEMBER 17, 1956 IN BOOK 3144 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 580 (12548-P); THENCE FROM SAID POINT OF BEGINNING NORTH  $34^{\circ} 46' 48''$  EAST ALONG SAID NORTHWESTERLY LINE OF STEINBERGER STREET 286.73 FEET; THENCE NORTH  $55^{\circ} 13' 12''$  WEST 241.98 FEET; THENCE SOUTH  $34^{\circ} 46' 48''$  WEST 372.53 FEET TO THE GENERAL NORTHERLY LINE OF THE BAYSHORE FREEWAY, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA HEREINABOVE MENTIONED; THENCE ALONG THE LAST MENTIONED LINE AS FOLLOWS; SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 9115.00 FEET, A CENTRAL ANGLE OF  $0^{\circ} 41' 56''$ , AN ARC DISTANCE OF 111.16 FEET, SOUTH  $59^{\circ} 48' 01''$  EAST TANGENT TO THE PRECEDING CURVE 122.55 FEET, NORTH  $34^{\circ} 46' 48''$  EAST 42.93 FEET AND EASTERLY ON THE ARC OF A TANGENT CURVE TO RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF  $42^{\circ} 11' 08''$ , AN ARC DISTANCE OF 25.77 FEET TO THE POINT OF BEGINNING.

APN: 052-532-020

JPN: 052-053-532-02A

**Exhibit I**

Site Preparation and Development Fees Agreement

Exhibit I

**SITE PREPARATION AND DEVELOPMENT FEES AGREEMENT**

THIS SITE PREPARATION AND DEVELOPMENT FEES AGREEMENT (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (“County”), and the CITY OF REDWOOD CITY, a California charter city and municipal corporation (“City”) with reference to the following facts:

***RECITALS***

A. County and City are parties to a Real Property Exchange Agreement (“Exchange Agreement”), which provides among other things for: (a) City to transfer to County a fee interest in that certain undeveloped real property consisting of approximately 2.52 acres located within the City of Redwood City, County of San Mateo, State of California, described in Attachment 1, attached hereto and incorporated herein by reference (the “Property”) in exchange for County’s transfer to City of certain County-owned property, including the buildings and improvements thereon; (b) City to leaseback by a separate written agreement to County an existing homeless shelter building on the County-owned property until November 1, 2022; (c) County to commit to undertake certain work of public improvements and pay certain development related fees to City at such time as County undertakes permanent development of the Property; and (d) City or the developer of the adjacent 1548 Maple Street property, to be solely responsible for demolishing or causing demolition of those portions of the buildings and improvements on the County-owned property as necessary to facilitate the Blomquist Street extension work.

B. As contemplated by the Exchange Agreement, upon Closing, County has acquired from the City a fee interest in the Property.

C. In accordance with the Exchange Agreement, City and County now desire to enter into this Agreement committing County, at such time as the Property is developed in the future, (i) to raise the elevation of the Property (as described below), and (ii) to pay to City certain Processing Fees and Impact Fees (specified below), all as set forth in this Agreement.

***AGREEMENT***

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to require and guarantee (a) County’s importation of clean fill (“Fill Importation”) to raise the elevation of the Property to a minimum NAVD elevation 14 feet across the 2.52 acre parcel transferred to the County, which the parties have agreed is the minimum needed in light of anticipated sea level rise, with the slope down from Property onto and upon the City remainder land, except that no fill is allowed within any wetlands areas; and (b) County’s payment of certain Processing Fees and Impact Fees to City, at such time as the Property is developed with permanent improvements; and confirm City’s agreement that County’s completion, dedication, and payment pursuant to this Agreement satisfies the entirety of the County’s obligations with regard to the such elevation increase and payment of such fees.

2. Property Subject to Agreement. The Property shall be subject to this Agreement upon Closing of the Exchange Agreement and during the entirety of the County’s ownership of the Property. In

the event the property is ever alienated by County, this Agreement shall have no further effect and neither party shall have any further duty of performance, nor can any subsequent purchaser rely on, enforce or assume the County's rights and obligations hereunder.

3. Duty to Undertake Fill Importation. At such time as County develops the Property with permanent improvements, County shall complete the Fill Importation, in accordance with improvement plans and drawings to be prepared by County and submitted to the City Engineer for review and approval not to be unreasonably withheld, conditioned or delayed ("Plans"). The Fill Importation and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work." In the event County proposes to develop the Property in phases, the parties will cooperate in good faith to agree upon a schedule for phased installation of the Work. If, prior to County's development of permanent improvements on the Property, City proposes to undertake adjacent street improvements which may include elevation of the adjacent right of way, the parties will cooperate in good faith to agree upon a schedule for County's accelerated performance of the Work. The Work shall be in compliance with the provisions of Chapter 30 of the Redwood City Code. In the event a conflict exists between the Plans and the requirements of Chapter 30 of the Redwood City Code, the requirement or standard as reasonably determined by the City Engineer shall govern. The County may install a fill slope on the City's remainder parcel to facilitate raising the 2.52 acre County parcel to a minimum elevation of 14 NAVD88, except that no fill may be installed within any wetlands area.

4. Completion Timing. Except as otherwise agreed by City in its sole discretion, County will complete the Work, or applicable phase thereof, prior to occupying all or any portion of the buildings or improvements whose construction triggered the obligation to complete the Work. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices and consistent with the Plans.

5. Intentionally omitted.

6. Modifications to the Plans. County agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with accepted design and construction standards and consistent with the Plans as approved by the City Engineer.

7. Intentionally omitted.

8. Intentionally omitted.

9. Examination of Work. All of the Work shall be consistent with the Plans and performed to the satisfaction of the City Engineer, in his or her reasonable discretion. City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and the Property as reasonably necessary to examine the Work, and shall be allowed to examine the Work and all materials used and to be used in the Work.

10. City Costs. County shall pay to City, the actual cost for all engineering, inspection, administration, plan check, laboratory and field testing, construction, and other services furnished by City in connection with this Agreement, including those performed by consultants under contract with City which consultants have been approved by County ("City Costs"). County agrees to complete payment of such sums for the services provided by City within thirty (30) days after billing by City.

11. Completion of Work. After County (a) completes the Work or applicable phase thereof in accordance with the Plans and the terms and conditions of this Agreement, (b) repairs any private or public property damaged as a result of the Work or applicable phase thereof or pays the full cost of such repair to the owner whose property was damaged and (c) obtains the written acceptance of such repair or payment from any owner whose private property was repaired by County or to whom County paid the full cost of such repair, County will provide City with a written notice of completion, together with copies of all written acceptances.

12. Final Acceptance; Notice of Completion. Within thirty (30) days of receipt of each written notification by County pursuant to Section 11 above, the City Engineer shall inspect the applicable Work and review the written acceptances, if any, and send County a written notice stating whether the Work is complete to the satisfaction of the City Engineer, in his/her reasonable discretion, and whether the written acceptances have been provided. If the Work is, in the opinion of the City Engineer, not complete and satisfactory, the City Engineer will list the deficiencies that County must correct to make the Work complete and satisfactory. Upon satisfactory completion of the Work and repairs and submittal of written acceptances, if any, the City Engineer will send County a written notice of satisfactory completion. The requirement for written acceptances, if any, may be waived by the City Engineer, in his/her reasonable discretion, if County has made commercially reasonable efforts to obtain such acceptances.

13. Intentionally Omitted.

14. County Not Agent of City. Neither County nor County's contractors, subcontractors, agents, officers, or employees are agents or employees of City and the County's relationship to City, if any, arising herefrom is strictly that of an independent contractor.

15. Indemnification.

15.1 Neither the City, nor its officers, agents nor employees, will be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the Work. County shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, for property damage, bodily injury or death arising out of or attributable to County's or its employees', agents', or contractors' performance of the Work under this Agreement. Notwithstanding the forgoing, County shall not be obligated under this Agreement to defend and/or indemnify the City to the extent that any of the damage or injury is caused by the gross negligence or willful misconduct of the City or its agents or employees. This indemnification obligation shall expire at the conclusion of the Warranty period.

15.2 County's obligations under this Section 15 are not conditioned or dependent upon whether the City or its contractors, agents or employees prepared, supplied or reviewed any Plans or related specifications in connection with the County's development project, or whether the City has insurance or other indemnification covering any of these matters.

16. Insurance. Prior to commencing construction or development on or about the Property and throughout the entire duration of the Work, County shall obtain and maintain in full force and effect, or require its contractor to obtain and maintain in full force and effect, the following insurance policies:

16.1 General Liability. Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million

Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. County's or its contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

16.2 Workers' Compensation. Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). County shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

16.3 Auto Liability. Auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars (\$1,000,000) per accident. If County's contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

16.4 Contractors Pollution Liability. Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000) per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

16.5 Other Requirements. Prior to commencing construction or development on or about the Property, County shall furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

16.5.1. Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

16.5.2. Providing that County's or its Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

16.5.3. Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and

16.5.4. Providing that County's or its contractor's insurance shall be primary insurance relating to all Work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and agents, and further providing that any insurance, self-insurance or joint self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents shall not be excess of County's or its

Contractor's insurance and shall not be contributory with it. Such insurance shall also specifically insure any contractual liability assumed by County under the terms of this Agreement.

16.6 Replacement Coverage Obligation. In the event the County contractor's insurance is cancelled, County shall provide replacement coverage or all Work must cease as of the cancellation date until replacement insurance coverage is provided.

16.7 County Self-Insured. Notwithstanding any other provision of this Section 16, City accepts County's self-insured coverage as satisfying the provisions of this Section.

17. Compliance with Laws. County shall comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement except those as to which it is immune, provided however the immunity carve out shall not be deemed to exempt or relieve County from any of its obligations under this Agreement. County shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

18. Encroachment Permits. County shall obtain, at its sole cost and expense, any encroachment permits required by City in order to perform the Work. Such encroachment permits may include only such conditions as are generally applied to construction work such as the Work elsewhere in the City.

19. Payments. County agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. This paragraph shall not be interpreted to enlarge or expand the County's duty to pay its own employees or employees or consultants of City as to which reimbursement had been provided elsewhere in this Agreement.

20. Intentionally Omitted.

21. Monuments. All pipes and monuments, if any, which are destroyed or displaced during construction operations shall be replaced by County at the time of the final inspection of the permanent improvements.

22. Payment of Specified City Standard Development Fees.

22.1 In connection with County's permanent development of the Property, County agrees to pay to City those processing fees ("Processing Fees") and development fees ("Development Fees") set forth in Attachment 1 attached hereto and incorporated herein. The Development Fees shall be at the rates and in the amounts in effect as of the Effective Date of this Agreement, subject to annual increases on the first anniversary of the Effective Date and each year thereafter based on the increase in the Construction Cost Index for San Francisco over the prior one-year period, as published from time to time by the Engineering News Record ("ENR Index"). Except as otherwise set forth above with respect to payment of the Processing Fees and Development Fees, County shall have no obligation to pay any other City development related fees or charges, nor shall County be required to contribute to area wide improvements.

22.2 County shall receive credits against any Development Fees, including fees for water, sewer, and wastewater treatment capacity, for use of the Maple Street Shelter (22,320 sq. ft. /141 residents/ 20 employees) formerly operated by County at 1580 Maple and the Women's Jail

at 1590 Maple (19,218 sq. ft. / 120 occupants / 20 employees). Standard Development Fees shall only be imposed to the extent that a permanent development exceeds this baseline. For purposes of calculating fees and credits for water capacity, sewer system capital facilities, and wastewater treatment capacity, shelter space shall receive Land Use Category designation "Motel."

22.3 Notwithstanding the above, the Development Fees payable by County for a navigation center shall not exceed the sum of Three Hundred Ninety Thousand Two Hundred Forty-Six Dollars (\$390,246.00) (the "Fee Cap"), subject to annual increases beginning on the third anniversary of the Effective Date based on the increase in the ENR Index. County acknowledges that the Fee Cap is based on City's estimate of potential Impact Fees for a navigation center containing up to 275 beds, and County agrees that if it proposes to use the Property for a facility containing more than 275 shelter beds, the Fee Cap shall not apply and County shall pay when due the increased Impact Fees applicable to such larger navigation center use.

23. Intentionally omitted.

24. Notice of Default; Opportunity to Cure. If City believes County is in default of any of its obligations under this Agreement, City shall provide written notice of default to County, and County shall have 30 days within which to correct, remedy or cure the default. If the written notification states that the problem is urgent and relates to the public health and safety, then County shall have 72 hours to correct, remedy or cure the default. If County does not take measures to cure the default within the applicable timeframe, City may pursue the remedies set forth in Section 25 below.

25. Remedies.

25.1 City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any.

25.2 City may recover actual damages equal to the sum total of any fees, financial contributions or other amounts payable by County.

25.3 No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

25.4 The rights and remedies of City are cumulative, and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

26. Intentionally omitted.

27. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To the County: Don Grady  
Real Property Manager  
San Mateo County  
555 County Center, 4th Floor  
Redwood City, CA 94063

With a copy to: Justin W. Mates  
Deputy County Manager  
San Mateo County  
400 County Center, First Floor  
Redwood City, CA 94063

To the City: City of Redwood City  
1017 Middlefield Road  
Redwood City, California 94063  
Attn: City Manager

With a copy to: City of Redwood City  
1017 Middlefield Road  
Redwood City, California 94063  
Attn: City Attorney

28. Interpretation. The word “including” shall be construed as if followed by the words “without limitation.” All recitals to this Agreement are incorporated by reference as though fully restated herein. All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both parties. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

29. Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

30. Entire Agreement. The terms and conditions of this Agreement, together with the Exchange Agreement, constitute the entire agreement between City and County with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of all parties hereto. Performance of this Agreement shall constitute full performance of all duties and obligations of the County enforceable by the City with regard to the Work and payment of any development related fees and fair share infrastructure contributions.

31. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California.

32. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

33. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

*[Signatures on next page]*

IN WITNESS WHEREOF, City and County have executed this Agreement as of the Effective Date.

**COUNTY:**

**COUNTY OF SAN MATEO**, a  
political subdivision of the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature must be notarized]*

**CITY:**

**CITY OF REDWOOD CITY**, a California  
charter city and municipal corporation

\_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

*[Signature must be notarized]*

ATTEST:

\_\_\_\_\_  
Pamela Aguilar, City Clerk

[*NOTARY ACKNOWLEDGMENTS*]

to be inserted

**ATTACHMENT 1**

Legal Description of the Property

*[TO BE REPLACED WITH FINAL VERSION.]*



August 31, 2021  
BKF No. 20211043

Page 1 of 1

**EXHIBIT "B"**  
Legal Description

**CITY PARCEL**  
Maple Street, Redwood City, CA

Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being a portion of Parcel 1, as said Parcel is shown on Parcel Map No. 91-10, filed for record on January 13, 1994 in Book 67 of Parcel Maps at Pages 26 and 27, Records of San Mateo County, more particularly described as follows:

**BEGINNING** at the most westerly corner of said Parcel 1, said corner being also the intersection of the southeasterly line of Maple Street with the northeasterly line of Blomquist Street, as said Streets are shown on said Parcel Map No. 91-10;

Thence leaving said corner and along said southeasterly line of Maple Street, the North 34°46'43" East, 387.59 feet;

Thence leaving said southeasterly line of Maple Street, the following courses and distances:

South 55°13'12" East, 265.51 feet to the beginning of a tangent curve to the right, having a radius of 100.00 feet;

Southerly along said curve, through a central angle of 90°00'00", with an arc length of 157.08 feet;

South 34°46'48" West, 144.78 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 252.50 feet, with a radial line that bears North 28°23'13" East;

Westerly along said curve, through a central angle of 13°18'39", with an arc length of 58.66 feet;

North 74°55'26" West, 214.41 feet to the beginning of a tangent curve to the left, having a radius of 252.50 feet;

Westerly along said curve, through a central angle of 21°45'54", with an arc length of 95.92 feet to said northeasterly line of Blomquist Street, being 48.00 feet in width;

Thence along said northeasterly line of Blomquist Street, North 74°55'26" West, 26.08 feet to the Point of **BEGINNING**.

Containing an area of 2.519 acres, more or less.

Being a portion of Assessor's Parcel Number 052-398-010 per Roll Year 2021-2022.

This legal description was prepared by me, or under my direct supervision, in conformance with the requirements of the Professional Land Surveyors' Act.

**INITIAL DRAFT-FOR REVIEW**

By: \_\_\_\_\_

John Koroyan  
P.L.S. No. 8883

Date: \_\_\_\_\_



ATTACHMENT 2

\*

List of Development Fees<sup>1</sup>

Sewer System Capital Facilities Fee <sup>2</sup>	Water System Capital Facilities Fee
Wastewater Treatment Capacity Fee <sup>2</sup>	Water Capacity Charge <sup>2</sup>
Sewer Facilities Fee	

List of Processing Fees<sup>3</sup>

Address Change	Review of Final Parcel Map (Deposit)
Preliminary Plan Review (Deposit)	Revocable Encroachment Permit (Deposit)
Water Service Line and Meter Installation Fee	Storm Water Discharge (Deposit)

1. Development Fees shall be calculated based on rates in effect as of Effective Date with annual escalations based on ENR Index as provided in Section 22 above.
2. Development Fees for shelter space shall be calculated using Motel Land Use Category with a credit assuming full capacity usage at (a) the former women’s jail (120 beds) based on Boarding House Use and (b) the Maple Street shelter (141 beds) based on Motel Use.
3. Processing Fees shall be based on cost recovery of City staff time spent on the project on an “Actual Cost” basis. Actual Costs are determined by the fully burdened hourly rates by position performing service. The rates are on file with the City Clerk. For items marked as (Deposit), the County shall make a deposit into a City account that staff will charge their time against.



## STAFF REPORT

To the Honorable Mayor and City Council

From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

Library Board Work Plan for FY 2020-2021 and FY 2021-2022

### **RECOMMENDATION**

By motion, approve the proposed Library Board Work Plan for FY 2020-2021 and FY 2021-2022.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Excellence in Government Operations

### **BACKGROUND**

The Library Board is composed of seven community members who are appointed by the City Council. The Library Board acts in an advisory capacity to the City Council in policy matters related to the Library and literacy services provided in Redwood City Public Library's three Library facilities. The Library Board helps create, approve, and review the Library's Service Priorities, a document that serves as the Library Department's strategic plan for new and ongoing initiatives, programs, and services. The Library Board also gathers community feedback and shares it with the Library Director; seeks collaborative opportunities to cultivate partners, raise funds, and recruit volunteers; and provides input regarding the Library budget and capital improvement program requests.

The City Council has asked each City Board, Commission, and Committee (BCC) to prepare two-year work plans for City Council review and approval. The purpose of the work plan is to align the Library Board's work with the City Council's Strategic Plan, which includes Equity as a foundational guiding principle, and established Housing, Transportation, and Children and Youth as the City's top Strategic Priorities.

In 2019, the Library Board created a new Mission Statement and updated its work plan with new goals for FY 2018-19 and FY 2019-20. The Board presented the work plan and its recent accomplishments to the

City Council on June 10, 2019. In October 2020, the Board approved an updated mission statement and work plan for FY 2020-21 and FY 2021-22.

## ANALYSIS

The mission of the Redwood City Library Board is to passionately support the purpose of the Redwood City Public Library as an inclusive literacy hub for the community through advocacy, collaboration, and strategic direction.

The powers and duties of the Library Board are found in Section 16.7 of the Municipal Code. Duties include advice and recommendations to the Library Director, City Manager, and City on matters relating to the Library, as well as the following duties:

- a. Ensure that literacy remains a core value and a long-term guiding principle
- b. Help create, approve and review the strategic plan
- c. Act as a community liaison and Library advocate by actively soliciting community input and providing feedback to the public concerning Library policies and services, as well as issues being considered by the City
- d. Seek collaborative opportunities to cultivate partnerships, raise funds and recruit volunteers
- e. Be well informed about public policy and other issues affecting the Library
- f. Act as an advocate for legislation and funding that will help meet identified needs of the community and Library
- g. Enthusiastically represent the Library at the community and regional level
- h. Review and comment on the Library Director's proposed budget prior to submission to the City Manager and City Council
- i. Appoint, chair and disband committees as needed, to study issues to the extent and purpose defined by the Library Board
- j. Provide advice on matters assigned by the City Council
- k. Make recommendations to the Library Director and/or City Manager pertaining to the disposition of major gifts of money, personal property and real property to the City to be used for Library purposes
- l. Provide input regarding the construction and renovation of capital facilities

The Library Board's proposed Work Plan for FY 2020-21 and FY 2021-22 supports the City Council's Strategic Priorities with particular emphases on the Strategic Priority of Children and Youth and the Foundational Guiding Principle of Equity. The full Work Plan is attached to this report, but some key highlights are:

- Advocacy
  - Continue to support State and Federal funding for libraries
  - Continue to identify and share potential grant opportunities

- Collaboration
  - Connect with other Boards, Commissions and Committees (Arts; Housing; Parks, Recreation and Community Services; Senior Affairs; Youth and Teen Boards) to identify potential collaborations and gather feedback about the Library
  - Reconvene a summit of Library support groups to encourage cross promotion, communication, and collaboration
  - Support the Parks, Recreation and Community Services Department in development of Downtown Park adjacent to Library
  
- Strategic Direction
  - Work with Library staff to support community engagement to develop new Library service priorities in early 2022
  - Support advancement of RCPL CARES (Cultivating and Advancing Racial Equity Systemically) racial equity goals

**FISCAL IMPACT**

Staff time is required to administer the work plans and to assist the Library Board in achieving its goals. This is provided within the Library operating budget. It is not anticipated that an additional appropriation will be required this fiscal year.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council could provide alternative or additional direction on the work plan.

**ATTACHMENTS**

Attachment A – Library Board Work Plan for FY 2020-21 and FY 2021-22

**REPORT PREPARED BY:**

Derek Wolfram, Library Director  
dwolfram@redwoodcity.org  
(650) 780-7060

**APPROVED BY:**

Derek Wolfram, Library Director  
Melissa Stevenson Diaz, City Manager

## Boards, Commissions and Committees Work Plan Guidelines

- Step 1** Review purpose of Commission as defined by Charter/Ordinance.
- Step 2** Develop a mission statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, and ideas
  - B. Determine the benefit if the project or item is completed
  - C. Is it mandated by State or local law or by Council direction?
  - D. Would the task or item require a policy change at Council level?
  - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
  - F. Completion time? (1-year, 2-year, or longer term?)
  - G. Measurement criteria? (How will you know you are on track? Is it effective?)
- Step 5** Prioritize projects from urgent to low priority.
- Step 6** Prepare final Work Plan for submission to Council for review and approval in the following order:  
Work Plan Cover Sheet, Listing of Members, Priority List, Work Plan Worksheet – Steps 1 through 8
- Step 7** Use your approved work plan throughout its term as a guide to focus on the work at hand
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of approved priorities or goals
  - B. Status of each item, including any additional resources required in order to complete
  - C. If an item on the list is not completed, indicate why it was not completed and list any additional time and/or resources that will be needed in order to complete

**Commission Work Plan Guidelines  
Work Plan Worksheet**

**Step 1**

<p>Review purpose of Commission as defined by Charter/Ordinance</p>	<p><b>Redwood City Municipal Code, Section 16.7 – Powers and Duties of the Library Board</b></p> <p>The powers and duties of the Library Board shall include the authority to advise and to make recommendations to the Library Director, City Manager and City Council on matters relating to the Redwood City Library. In accordance with the policies and budget of the City Council, the Library Board shall have the following duties:</p> <ul style="list-style-type: none"> <li>A. Ensure that literacy remains a core value and a long-term guiding principle</li> <li>B. Help create, approve and review the strategic plan</li> <li>C. Act as a community liaison and Library advocate by actively soliciting community input and providing feedback to the public concerning Library policies and services, as well as issues being considered by the City</li> <li>D. Seek collaborative opportunities to cultivate partnerships, raise funds and recruit volunteers</li> <li>E. Be well informed about public policy and other issues affecting the Library</li> <li>F. Act as an advocate for legislation and funding that will help meet identified needs of the community and Library</li> <li>G. Enthusiastically represent the Library at the community and regional level</li> <li>H. Review and comment on the Library Director's proposed budget prior to submission to the City Manager and City Council</li> <li>I. Appoint, chair and disband committees as needed, to study issues to the extent and purpose defined by the Library Board</li> <li>J. Provide advice on matters assigned by the City Council</li> <li>K. Make recommendations to the Library Director and/or City Manager pertaining to the disposition of major gifts of money, personal property and real property to the City to be used for Library purposes</li> <li>L. Provide input regarding the construction and renovation of capital facilities</li> </ul> <p>Personnel policies and decisions shall not be within the duties or responsibilities of the Library Board.</p>
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**Step 2**

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<p>Develop or review a Mission Statement that reflects that purpose</p> <p><i>Who we are, what we do, who we do it for, and why we do it</i></p>	<p>Passionately support the purpose of the Redwood City Public Library as an inclusive literacy hub for the community through advocacy, collaboration, and strategic direction.</p>
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**Step 3**

<p>Discuss any priorities already established by Council as they relate to your respective BCC</p>	<ol style="list-style-type: none"> <li>1. Community Building</li> <li>2. Community for All Ages (with focus on Children and Youth)</li> <li>3. Government Operations</li> </ol>
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**Step 4**

Brainstorm goals, projects or priorities of the Commission	Benefit, if completed	Mandate d by State/loc al law or by Council direction ?	Required policy change at Council level?	Resources needed for completion? Staff or creation of subcommittees?	Estimated Completion Time	Measurement criteria How will we know how we are doing?

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<p><b>A. Ensure that literacy remains a core value and a long-term guiding principle</b></p> <ul style="list-style-type: none"> <li>● Participate in and promote the intergenerational services of Project READ             <ul style="list-style-type: none"> <li>○ Participate in the annual Trivia Bee</li> <li>○ Promote the services and volunteer opportunities available</li> </ul> </li> <li>● Support library staff in expansion of STEAM programs for children in both English and Spanish</li> <li>● Support library staff in digital literacy initiatives such as wifi hotspots and other programs that help bridge the digital divide</li> </ul>	<p>Support a more literate, better educated, and increasingly connected community</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Maintain or increase attendance at Library STEAM programs.</p> <p>Maintain or increase circulation of wifi hotspots.</p>
<p><b>B. Help create, approve and review the strategic plan</b></p> <ul style="list-style-type: none"> <li>● Receive, discuss, and approve the strategic plan/service priorities.</li> <li>● Receive semi-annual oral reports on the Library's progress toward the five community aspirations identified in its service priorities</li> </ul>	<p>Ensure the Library's focus on providing the services that matter most to the community</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Staff time to prepare reports</p>	<p>End of 2021</p>	<p>Track completion of new initiatives, services, and programs in the Library's Service Priorities.</p>

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<ul style="list-style-type: none"> <li>● Suggest opportunities to align Library activities with City Council priorities</li> <li>● Suggest opportunities to align library activities with broad goals of equity and inclusion</li> <li>● Assist Library staff with identifying ROI on specific programs and adjusting priorities based on findings</li> <li>● Assist Library staff with the development of new Library Service Priorities when current plan expires at end of 2021</li> </ul>						
<p><b>C. Act as a community liaison and Library advocate by actively soliciting community input and providing feedback to the public concerning Library policies and services, as well as issues being considered by the City</b></p> <ul style="list-style-type: none"> <li>● Support Library Director in interpreting community feedback and responding to possible service changes</li> <li>● Proactively solicit community feedback for upcoming projects through a variety of channels, including digital. Assist the Library staff with implementing more</li> </ul>	<p>Give residents an ongoing voice in the development and delivery of Library services</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing. Equity audit of policies to be completed by March 2021.</p>	<p>Regular discussions of community input will track the amount and type of input received, as well as how it was integrated into Library services</p>

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<p>feedback mechanisms for events and programs.</p> <ul style="list-style-type: none"> <li>● Solicit feedback from other City Boards, Commissions, and Committees to inform library services (Arts Commission, Housing and Human Concerns Committee, PRCS Commission, Senior Affairs Commission, Youth and Teen Advisory Board)</li> <li>● Hold regular discussions on community feedback regarding the Library</li> <li>● Identify strategies, including digital approaches where appropriate, for gathering feedback from targeted vulnerable populations</li> <li>● Attend at least one North Fair Oaks Community Council (NFOCC) meeting and invite NFOCC representatives to address Library Board annually</li> <li>● Continue quarterly meeting rotation to visit each branch at least once per year</li> <li>● Assist Library staff with public promotion of services and accomplishments</li> <li>● Provide feedback to the Library Director on proposed policy changes</li> </ul>						
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<ul style="list-style-type: none"><li>• Equity audit of policies</li><li>• RCPL CARES community engagement plan</li></ul>						
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<p><b>D. Seek collaborative opportunities to cultivate partnerships, raise funds and recruit volunteers</b></p> <ul style="list-style-type: none"> <li>● Work with the Library Director to facilitate ongoing communication and collaboration among Library support groups<sup>1</sup>. Plan another summit to bring groups together. Explore ways to streamline communications and fundraising through consolidation, joint marketing efforts, or other strategies.</li> <li>● Support fundraising efforts of the Library support groups by participating and by promoting to the community at large and to personal and professional networks</li> <li>● Share any funding opportunities relevant to Library services with Library Director</li> <li>● Spread the word about Library volunteer</li> </ul>	<p>Maximize available resources by ensuring that supplemental funding and human resources are fully utilized.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Board has worked with Library staff and a consultant from PCRC to facilitate gatherings of all Library support groups</p>	<p>Ongoing</p>	<p>Library support groups demonstrate increased communication and coordination with each other.</p> <p>The Library continues to receive supplemental funding for programs or services that support its Service Priorities.</p> <p>The Library maintains or increases its volunteer base.</p>
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<sup>1</sup> Library support groups include Redwood City Library Foundation, Friends of Redwood City Public Library, Redwood City Friends of Literacy, and Archives Committee

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opportunities to the community at large and to personal and professional networks						
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<p><b>E. Be well informed about public policy and other issues affecting the Library</b></p> <ul style="list-style-type: none"> <li>● Receive updates &amp; react as needed to changes in public policy from the Library Director</li> <li>● Network with other library support groups throughout the Bay Area at workshops or other convenings</li> </ul>	<p>Serve as more effective community liaisons and advocates for Library services</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Track progress through Board discussion of relevant activities.</p>
<p><b>F. Act as an advocate for legislation and funding that will help meet identified needs of the community and Library</b></p> <ul style="list-style-type: none"> <li>● Support California legislation affecting public libraries by sending letters as a Board and by contacting local legislators personally</li> <li>● Support Federal funding for libraries by sending letters as a Board and by contacting local legislators personally</li> </ul>	<p>Support State and Federal policies and funding initiatives that benefit the residents served by Redwood City Public Library</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Contacts made with policy makers and other constituents in support of designated legislation.</p>

<p><b>G. Enthusiastically represent the Library at the community and regional level</b></p> <ul style="list-style-type: none"> <li>Attend in-person and online community meetings, conversations, and events on behalf of the Library Board</li> <li>Maintain membership in California Public Library Advocates group</li> </ul>	<p>Give residents an ongoing voice in the development and delivery of Library services</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Track progress through Board discussion of relevant activities.</p>
<p><b>H. Review and comment on the Library Director's proposed budget prior to submission to the City Manager and City Council</b></p> <ul style="list-style-type: none"> <li>Provide guidance on proposed mid-year changes to Library budget in fall 2020</li> <li>Ensure that Library budget proposals reflect strategic priorities</li> </ul>	<p>Give residents an ongoing voice in the development and delivery of Library services</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Track progress through Board discussion of relevant activities.</p>
<p><b>I. Appoint, chair and disband committees as needed, to study issues to the extent and purpose defined by the Library Board</b></p>	<p>Give residents an ongoing voice in the development and delivery of Library services</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Appointment of Work Plan Subcommittee</p>	<p>Ongoing</p>	<p>Completion of work plan.</p>

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- Review the Board work plan on an annual basis

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<p><b>J. Provide advice on matters assigned by the City Council</b></p>	<p>Support development of policies or initiatives that support the City Council’s strategic priorities.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Track progress through Board discussion of relevant activities.</p>
<p><b>K. Make recommendations to the Library Director and/or City Manager pertaining to the disposition of major gifts of money, personal property and real property to the City to be used for Library purposes</b></p>	<p>Maximize available resources by ensuring that supplemental funding is appropriately utilized.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Track progress through Board discussion of relevant activities.</p>
<p><b>L. Provide input regarding the construction and renovation of capital facilities</b></p> <ul style="list-style-type: none"> <li>● Partner with Parks, Recreation, and Community Services on the conceptual plan for updating Rosselli Garden as part of the Downtown Parks Initiative</li> <li>● Provide guidance to Library staff in facility modifications to respond to COVID-19 health and safety concerns</li> </ul>	<p>Ensure the Library’s focus on providing the facilities to deliver the services that matter most to the community</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		<p>Ongoing</p>	<p>Track progress through Board discussion of relevant activities.</p>

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Step 5

List identified Goals, Priorities and/or Tasks for the Commission	Prioritize Tasks by their significance			
	1 Urgent	2 1-year	3 2-year	4 Long Term
Participate in and promote the intergenerational services of Project READ <ul style="list-style-type: none"> <li>● Participate in the annual Trivia Bee</li> <li>● Promote the services and volunteer opportunities available</li> </ul>				X
Support library staff in expansion of STEAM programs for children in both English and Spanish			X	
Support library staff in digital literacy initiatives such as wifi hotspots and other programs that help bridge the digital divide			X	
Receive, discuss, and approve the strategic plan/service priorities.			X	
Receive semi-annual oral reports on the Library’s progress toward the five community aspirations identified in its service priorities			X	
Suggest opportunities to align Library activities with City Council priorities		X		
Assist Library staff with identifying ROI on specific programs and adjusting priorities based on findings		X		
Assist Library staff with the development of new Library Service Priorities when current plan expires at end of 2021			X	
Support Library Director in interpreting community feedback and responding to possible service changes				X
Proactively solicit community feedback for upcoming projects through a variety of channels, including digital. Assist the Library staff			X	

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with implementing more feedback mechanisms for events and programs.				
Solicit feedback from other City Boards, Commissions, and Committees to inform library services (Arts Commission, Housing and Human Concerns Committee, PRCS Commission, Senior Affairs Commission, Youth and Teen Advisory Board)			X	
Hold regular discussions on community feedback regarding the Library				X
Identify strategies, including digital approaches where appropriate, for gathering feedback from targeted vulnerable populations			X	
Attend at least one North Fair Oaks Community Council (NFOCC) meeting and invite NFOCC representatives to address Library Board annually			X	
Continue quarterly meeting rotation to visit each branch at least once per year				X
Assist Library staff with public promotion of services and accomplishments				
Provide feedback to the Library Director on proposed policy changes <ul style="list-style-type: none"> <li>● Equity audit of policies</li> <li>● RCPL CARES community engagement plan</li> </ul>		X		
Work with the Library Director to facilitate ongoing communication and collaboration among Library support groups <sup>2</sup> . Plan another summit to bring groups together. Explore ways to streamline communications and fundraising through consolidation, joint marketing efforts, or other strategies.		X		

<sup>2</sup> Library support groups include Redwood City Library Foundation, Friends of Redwood City Public Library, Redwood City Friends of Literacy, and Archives Committee

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Support fundraising efforts of the Library support groups by participating and by promoting to the community at large and to personal and professional networks			X	
Share any funding opportunities relevant to Library services with Library Director				X
Spread the word about Library volunteer opportunities to the community at large and to personal and professional networks			X	
Receive updates & react as needed to changes in public policy from the Library Director			X	
Network with other library support groups throughout the Bay Area at workshops or other convenings			X	
Support California legislation affecting public libraries by sending letters as a Board and by contacting local legislators personally			X	
Support Federal funding for libraries by sending letters as a Board and by contacting local legislators personally			X	
Attend in-person and online community meetings, conversations, and events on behalf of the Library Board			X	
Maintain membership in California Public Library Advocates group			X	
Provide guidance on proposed mid-year changes to Library budget in fall 2020	X			X
Ensure that Library budget proposals reflect strategic priorities			X	
Review the Board work plan on an annual basis			X	

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Provide advice on matters assigned by the City Council				X
Make recommendations to the Library Director and/or City Manager pertaining to the disposition of major gifts of money, personal property and real property to the City to be used for Library purposes				X
Partner with Parks, Recreation, and Community Services on the conceptual plan for updating Roselli Garden as part of the Downtown Parks Initiative			X	
Provide guidance to Library staff in facility modifications to respond to COVID-19 health and safety concerns		X		

**Step 6** Prepare final work plan for submission to the City Council for review, possible direction and approval and attach the Worksheets used to determine priorities, resources and time lines.

**Step 7** Once approved, use this plan as a tool to help guide you in your work as an advisory body.

**Step 8** Report out on status of items completed. Provide any information needed regarding additional resources needed. Indicate items that will need additional time in order to complete.

*Mission Statement*

Passionately support the purpose of the Redwood City Public Library as an inclusive literacy hub for the community through advocacy, collaboration, and strategic direction.



Library Board

Two Year Work Plan for FY2020-21 and FY2021-22

**Library Board  
2021**

**Board Members**

Board Member	Tracie Sugiyama - Chair
Board Member	Hamsa Rajaraman – Vice Chair
Board Member	Hinda Chalew - Secretary
Board Member	Desiree Bartley
Board Member	Tiffany Chao
Board Member	Heather Liu
Board Member	Yin Lu

## Library Board Priority List

The \_\_\_\_\_ Library Board \_\_\_\_\_ has identified the following priorities to focus on during 2020-2022:

1.	Literacy initiatives
2.	Community Voice and Input
3.	Supporting Volunteerism and Fundraising efforts by other Library support groups
4.	
5.	



## STAFF REPORT

To the Honorable Mayor and City Council  
From the City Manager

**DATE:** September 27, 2021

### **SUBJECT**

Parks, Recreation, and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023

### **RECOMMENDATION**

By motion, approve the proposed Parks, Recreation and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023.

### **STRATEGIC PLAN GUIDING PRINCIPLE**

Excellence in Government Operations

### **BACKGROUND**

The City Council has asked each City Board, Commission, and Committee (BCC) to prepare a new two-year work plan for City Council review and approval. The purpose of the work plan is to align BCC work with the City Council's Strategic Plan, which include Equity as a foundational guiding principle, and set Housing, Transportation, and Children and Youth as Strategic Priorities.

The Parks, Recreation, and Community Services (PRCS) Commission is composed of seven community members who are appointed by the City Council. The PRCS Commission advises the City Council in policy matters pertaining to the acquisition of real and personal property and matters pertaining to recreational activities and programs to meet the needs of our citizens.

On March 25, 2019, the City Council approved the PRCS Commission's updated mission statement as well as their Work Plan for FY 2018-2019 and FY 2019-2020. The Commission's mission statement reads:

## 9.B. - Page 2 of 12

*Through community outreach and engagement, the PRCS Commission advocates, advises, and recommends policies and programs to the City Council that enrich the lives of those that live, work, and play in Redwood City.*

The four main goals were:

1. **Funding:** Complete Park Impact Fee Nexus Study and make recommendation to City Council  
Status: The Park Impact Fee Nexus Study was completed and updated Park Impact Fees are scheduled to be presented to the City Council for consideration.
2. **Community Engagement Activities:** Engage residents and businesses for park advocacy, use, clean-ups and more  
Status: Pre-COVID, new park events and outreach to neighborhood associations were initiated. Commissioners are assigned as liaisons to each of the neighborhood associations to provide program and park updates and to listen to ideas and concerns to report back at Commission meetings.
3. **Park Safety:** Maintain safe parks  
Status: A standing item on the Commission's agenda each month is a report about park safety and to address concerns reported.
4. **Park Amenities:** Develop a Park Amenity Improvement Plan  
Status: A park amenity improvement plan was completed.

At their meeting on August 25, 2021, the PRCS Commission unanimously approved their new two-year work plan for FY 2021-2022 and FY 2022-2023.

### ANALYSIS

The new PRCS Commission two-year work plan reflects similar goals from the last two-year work plan. However, the objectives and measurement criteria have been enhanced with specific focus and alignment to the City Council's strategic initiatives and priorities of Equity and Children and Youth.

The goal areas and objectives include:

1. Increase Park Funding/Partnerships  
This goal includes updating the Park Impact Fee ordinances to better align the fees with the costs of land and park and recreation amenity improvements for the entire community. The emphasis for this goal is to provide additional funding for parks in order to enable "increased equity in the parks system". The [2019 Park Needs Assessment Study](#) identified neighborhood parks with limited amenities. With additional funding from increasing Park Impact Fees, staff will focus on improving these parks through the Capital Improvement Project (CIP) program. This goal also includes the creation of a business opportunity program to encourage business donations to support neighborhood parks and improve the overall park system.

2. Increase Community Engagement Activities

An engaged community increases as sense of place. This goal includes engaging Neighborhood Associations by having Commissioners make presentations to Neighborhood Associations, listen, share ideas, and support neighborhood events. The Commission will work with Neighborhood Associations to facilitate events in parks, especially those that have not had any events in their parks before. The Commission also seeks to increase youth and teen engagement through the Department's "Volun-Teen" program and to work with local schools to help with park and event clean-ups and other service opportunities. The PRCS Commission will also be working with the Planning Commission to help facilitate the community engagement process for potential park, open space and recreational uses on public property in the Inner Harbor area.

3. Maintain Safe Parks

An increased sense of safety equals improved sense of place and community. It's imperative that we provide children and youth a safe place to play. Ongoing efforts to improve safety include working with the Neighborhood Associations and park users, updating park signage, and conducting safety audits.

4. Implement Park Amenity Improvement Plan

Using data from the Park Needs Assessment, the Commission will focus on park amenity improvements for neighborhoods with low park acreage per thousand residents. Improvements will also focus on mobility for safe bike and pedestrian access to parks.

**FISCAL IMPACT**

Staff time is required to administer the work plan and to assist the PRCS Commission in achieving its goals. It is not anticipated that any additional budget appropriation will be required.

**ENVIRONMENTAL REVIEW**

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**ALTERNATIVES**

The City Council could provide alternatives or additional direction on the work plan goals.

**ATTACHMENTS**

Attachment A – FY 2021-2022 and FY 2022-2023 PRCS Commission Work Plan

**REPORT PREPARED BY:**

Chris Beth, PRCS Director  
cbeth@redwoodcity.org  
(650) 780-7253

**APPROVED BY:**

Chris Beth, Parks and Recreation Director  
Melissa Stevenson Diaz, City Manager

## Boards, Commissions and Committees Work Plan Guidelines

- Step 1** Review purpose of Commission as defined by Charter/Ordinance.
- Step 2** Develop a mission statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, and ideas
  - B. Determine the benefit if the project or item is completed
  - C. Is its mandated by State or local law or by Council direction?
  - D. Would the task or item require a policy change at Council level?
  - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
  - F. Completion time? (1-year, 2-year, or longer term?)
  - G. Measurement criteria? (How will you know you are on track? Is it effective?)
- Step 5** Prioritize projects from urgent to low priority.
- Step 6** Prepare final Work Plan for submission to Council for review and approval in the following order:  
Work Plan Cover Sheet, Listing of Members, Priority List, Work Plan Worksheet – Steps 1 through 8
- Step 7** Use your approved work plan throughout its term as a guide to focus on the work at hand
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of approved priorities or goals
  - B. Status of each item, including any additional resources required in order to complete
  - C. If an item on the list is not completed, indicate why it was not completed and list any additional time and/or resources that will be needed in order to complete

## Parks, Recreation, and Community Services Commission Work Plan Worksheet

### Step 1

<p>Review purpose of Commission as defined by Charter/Ordinance</p>	<ul style="list-style-type: none"> <li>Act in an advisory capacity to the City Council in policy matters pertaining to the acquisition and development of parks and the formulation of a recreation program to meet the needs of the citizens;</li> <li>Periodically review and make recommendations on the recreation and parks element of the City General Plan;</li> <li>Actively promote recreation and park activities within the City;</li> <li>Review and make recommendations to the City Council on the City Manager's annual proposed budget for recreation and parks from a pure policy standpoint, pertaining only to programs, levels of service, and capital improvements.</li> </ul>
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### Step 2

<p>Develop or review a Mission Statement that reflects that purpose</p> <p><i>Who we are, what we do, who we do it for, and why we do it</i></p>	<p>Through community outreach and engagement, the PRCS Commission advocates, advises, and recommends policies and programs to the City Council that enrich the lives of those that live, work, and play in Redwood City.</p>
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### Step 3

<p>Discuss any priorities already established by Council as they relate to your respective BCC</p>	<ul style="list-style-type: none"> <li>Equity (Foundational Guiding Principle)</li> <li>Housing</li> <li>Transportation</li> <li>Children and Youth</li> </ul>
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9.B. - Page 7 of 12

Step 4

Brainstorm goals, projects or priorities of the Commission	Benefit, if completed	Mandated by State/local law or by Council direction?	Required policy change at Council level?	Resources needed for completion? Staff or creation of subcommittees?	Estimated Completion Time	Measurement criteria How will we know how we are doing?
<p><b>Increase Park Funding / Partnerships</b></p>	<p>Updating current Park Impact Fees and consideration of new fees from development.</p> <p><i>Increased equity in the parks system</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Staff and consultant to complete Nexus Study and make recommendation to the City Council.</p> <p>Work with Parks and Arts Foundation</p>	<p><b>2<sup>nd</sup> Quarter of 2022</b></p>	<ul style="list-style-type: none"> <li>• Adopt and increase park impact fees.</li> <li>• Creation of corporate / business opportunity program.</li> </ul>
<p><b>Increase Community Engagement Activities:</b> <i>Engage residents for park advocacy, use, clean-ups and more.</i></p>	<p>Better engaged community. Increased sense of place. Development of more park Advocates</p> <p><i>Increased youth and teen engagement</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>	<p>Commission / Create Community Engagement Subcommittee / Staff Support</p> <p>Engage with Neighborhood Associations (City Manager’s Office)</p>	<p>Begin community engagement efforts in <b>Winter 2021</b></p> <p>Ongoing efforts to continue community engagement with review each year by Commission</p>	<ul style="list-style-type: none"> <li>• Engage with Neighborhood Associations by having Commissioners speak, listen, share ideas, and support neighborhood events.</li> <li>• Support Park Champions pilot programs.</li> <li>• Develop volunteer program with local schools to help with park and event clean-ups, serving the community, etc.</li> </ul>
<p><b>Maintain Safe Parks</b></p>	<p>Maximize park usage. Improve perception of RWC parks. Increased sense of safety equals improved sense of place and community.</p> <p><i>Provide children and youth with safe place to play.</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>	<p>Staff and Commission driven effort.</p>	<p>Ongoing efforts to improve safety and education for park users</p> <p>Commission will review progress with staff at end of each fiscal year.</p>	<ul style="list-style-type: none"> <li>• Identify strategic assignments for Park Ranger Program</li> <li>• Complete updated Signage Program in parks</li> </ul>

<p><b>Implement Park Amenity Improvement Plan</b></p>	<p>Increased amenity access <i>Transportation – improved walkability and accessibility of various amenities.</i></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Staff and Commission subcommittee</p>	<p>Continue planning efforts in <b>Winter 2021</b> to align with annual Capital Improvement Plan report. Commission will review with staff at end of each fiscal year.</p>	<ul style="list-style-type: none"> <li>• Using data from new Park Needs Assessment, focus on underserved and underused parks for new amenities (CIP plan)</li> <li>• Work on Park Wi-Fi plan</li> <li>• Integrate Art in Parks</li> </ul>
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Step 5

List identified Goals, Priorities and/or Tasks for the Commission	Prioritize Tasks by their significance			
	1 Urgent	2 1-year	3 2-year	4 Long Term
<b>Increase Park Funding</b>		X	X	
<b>Increase Community Engagement Activities</b>		X	X	
<b>Maintain Safe Parks</b>		X	X	
<b>Implement Park Amenity Improvement Plan</b>		X	X	

**Step 6** Prepare final work plan for submission to the City Council for review, possible direction and approval and attach the Worksheets used to determine priorities, resources and time lines.

**Step 7** Once approved, use this plan as a tool to help guide you in your work as an advisory body.

**Step 8** Report out on status of items completed. Provide any information needed regarding additional resources needed. Indicate items that will need additional time in order to complete.

*Mission Statement*

Through community outreach and engagement, the PRCS Commission advocates, advises and recommends policies and programs to the City Council that enrich the lives of those that live, work and play in Redwood City.



Parks, Recreation, and Community Services Commission  
Work Plan for FY 2021-2022, and FY 2022-2023

**Commission Members**

Chair	<u>Pablo Lopez</u>
Vice-Chair	<u>Paul Demers</u>
Commissioner	<u>Tinka Blackmond</u>
Commissioner	<u>Matthew Greenberg</u>
Commissioner	<u>Brian Levenson</u>
Commissioner	<u>Marcella Padilla</u>
Commissioner	<u>Jennifer Tipton</u>

## **Parks, Recreation, and Community Services Commission Priority List**

The Parks, Recreation, and Community Services Commission has identified the following priorities to focus on during 2021-2022:

<b>1.</b>	<b>Increase Park Funding</b>
<b>2.</b>	<b>Increase Community Engagement Activities</b>
<b>3.</b>	<b>Maintain Safe Parks</b>
<b>4.</b>	<b>Implement Park Amenity Improvement Plan</b>



**CITY COUNCIL MEMBER REPORT OF CONFERENCE/MEETING ATTENDANCE**

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League of California Cities (Cal Cities) Annual Conference  
9/22/21 – 9/24/21  
Attendees: Council Members Aguirre and Espinoza-Garnica  
Held in Sacramento, CA

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The Administrative Code requires reports of conferences or meetings for which a council member requests per diem or expense reimbursement. Reports must be submitted to the City Clerk no later than the Wednesday of the week before the next City Council meeting. Reports must be submitted before the City of Redwood City will pay per diem or reimbursement for the conference or the meeting. Reports are not required for City Council meetings, or meetings with Council members, the City Manager, City Attorney or City Clerk.



**JOINT CITY COUNCIL/SUCCESSOR  
AGENCY/PUBLIC FINANCE AUTHORITY  
REGULAR MEETING**

**September 27, 2021  
6:00PM**





**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE – Vice Mayor Hale**



## 4. PRESENTATIONS/ACKNOWLEDGEMENTS

### 4.A. Proclamation recognizing National Hispanic Heritage Month



## 4. PRESENTATIONS/ACKNOWLEDGEMENTS

### 4.B. Presentation by San Mateo County Historical Association on Carriage House Project

## 5. PUBLIC COMMENT

To maximize time for live public comment, we encourage members of the public to provide comments by joining the City Council meeting via Zoom.

**For web:** visit [redwoodcity.zoom.us](https://redwoodcity.zoom.us), select “Join” and enter Meeting ID **994 8182 5639**. Use the Raise Hand feature to request to speak. Rename your profile if you wish to remain anonymous.

**For dial-in comments:** Call \*67 (669) 900-6833 (your phone number will appear on the live broadcast if \*67 is not dialed prior to the phone number), enter Meeting ID **994 8182 5639** and press \*9 to request to speak, and \*6 to unmute yourself when prompted to speak.

All public comments are subject to a **2-minute time limit** unless otherwise determined by the Mayor.

If you wish to submit written public comment, please send an email to the City Council at [council@redwoodcity.org](mailto:council@redwoodcity.org). Please indicate the corresponding agenda item # in the subject line of your email. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record, but will not be read during the Council meeting.

**ATTENTION:** If you are using Internet Explorer and are having difficulty viewing the live stream via the City’s website, please switch to Google Chrome.

To report any technical issues with the live stream, please email:

[rwccavsupport@redwoodcity.org](mailto:rwccavsupport@redwoodcity.org)

\*Please note that this is a reporting line only; no response will be provided





## 6. CONSENT CALENDAR

### 6.A. Amendment No. 1 to Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board for the project study phase of the Whipple Avenue Grade Separation Project

Recommendation:

By motion, authorize the City Manager to negotiate and execute Amendment No. 1 to the MOU between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board of the project study phase of the Whipple Avenue Grade Separation Project.



## 6.B. Agreement with the City of San Carlos for emergency management services

Recommendation:

By motion, approve and authorize the City Manager to execute an emergency management services agreement between the cities of San Carlos and Redwood City.



## 6.C. Amendment to agreement with Community Wellness and Crisis Response Team for mental health partnership services

### Recommendation:

By motion, approve and authorize City Manager to execute a Side Letter amending the Memorandum of Understanding for the Community Wellness and Crisis Response Team, which was originally approved by Council on January 25, 2021, to reflect the decision by the County of San Mateo to assign the role of hiring clinicians for the program to StarVista.



## 6.D. Amendment No. 1 to agreement with Gilbane Building Company for project management services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions

### Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Gilbane Building Company for project management services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$53,152 for a total amount of \$2,969,196.

## CONSENT CALENDAR - Continued



**6.E. Amendment No. 2 to agreement with ELS Architecture and Urban Design for Phase I construction administration services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Services with ELS Architecture and Urban Design for construction administration services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$219,623, for a total contract amount of \$8,567,284.



**6.F. Approve Live Performance Agreement between the City of Redwood City and Zoppe Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots**

Recommendation:

1. By motion, approve the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppe Circus in an amount not to exceed \$311,910; and
2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.



## 6.G. 2021-2022 Extended Day Learning Services Agreement between the City of Redwood City and the Redwood City School District

Recommendation:

By motion, approve and authorize the City Manager, or designee, to execute the Agreement for Services Between the Redwood City School District and the City of Redwood City.

## CONSENT CALENDAR - Continued



**6.H. Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness**

Recommendation:

Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness.

## CONSENT CALENDAR - Continued



**6.I. Approve Minutes of September 13, 2021 and September 20, 2021 City Council meetings**

**6.J. Approve claims and checks from September 27, 2021 - October 11, 2021 and the usual and necessary payments through October 11, 2021**

## 7. PUBLIC HEARINGS - NONE



## 8. STAFF REPORTS



### 8.A. Property exchange with the County of San Mateo to facilitate the construction of the Blomquist Street Extension to support transportation and public safety and advance City priorities related to housing and homelessness

#### Recommendation:

The City Council City Owned Property Ad Hoc Committee (Mayor Howard, Vice Mayor Hale, and Councilmember Reddy) recommend that the City Council:

1. Adopt a resolution considering an addendum to the 1548 Maple Street Project Final Environmental Impact Report for the development activities associated with the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo in accordance with the requirements of the California Environmental Quality Act;
2. Adopt a resolution approving the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo and authorizing the City Manager to execute documents necessary to effectuate the land exchange transaction; and
3. By motion, direct and authorize the City Manager or her designee to enter into a tri-party agreement (Tri-Party Agreement) with 1548 Maple LLC and the County, to facilitate construction activities, including among other things, (1) the City and/or County allowing 1548 Maple LLC and its contractors and subcontractors to use for construction-related vehicular parking, lay down storage space and excess soil storage and fill importation, as applicable, (a) mutually acceptable portions of the 1580 Maple parcel that will not be needed for continued operation of the existing County homeless shelter as authorized by the Leaseback Agreement, and (b) mutually acceptable portions of the 1469 Maple City Parcel, and (2) 1548 Maple LLC agreeing to allow City to deliver Blomquist Extension right-of-way rights over the 1580 Maple Property by May 1, 2023 by not seeking its final temporary certificate of occupancy until that date at the earliest, all on terms, including City's standard insurance and indemnity requirements, approved by the City Attorney.

## 9. BOARDS, COMMISSIONS AND COMMITTEES REPORTS



### 9.A. Library Board Work Plan for FY 2020-2021 and FY 2021-2022

Recommendation:

By motion, approve the proposed Library Board Work Plan for FY 2020-2021 and FY 2021-2022.

## 9. BOARDS, COMMISSIONS AND COMMITTEES REPORTS



### 9.B. Parks, Recreation, and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023

Recommendation:

By motion, approve the proposed Parks, Recreation and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023.

## 10. MATTERS OF COUNCIL INTEREST



### 10.A. City Council Member Reports from Regional Meetings and Conferences Attended

A. City Council Member Reports from Regional Meetings and Conferences Attended

B. Peninsula Clean Energy (Vice Mayor Hale)

# 10. MATTERS OF COUNCIL INTEREST



## 10.B. City Council Committee Reports

A. Equity and Social Justice Sub-Committee

## 10.C. City Manager (Oral) Update

## 10. ADJOURNMENT



**Edna Mangini**  
**1922 - 2021**

**11. ADJOURNMENT - The next City Council meeting is scheduled for October 11, 2021**





# FUTURE COUNCIL MEETING DATES

- ✓ October 11, 2021 – Regular Meeting
- ✓ October 25, 2021 – Regular Meeting
- ✓ November 8, 2021– Regular Meeting
- ✓ November 22, 2021 – Regular Meeting

# CITY OF REDWOOD CITY STRATEGIC INITIATIVES



HOUSING



TRANSPORTATION



GOVERNMENT  
OPERATIONS



COMMUNITY  
FOR ALL AGES



PUBLIC  
SAFETY



COMMUNITY  
BUILDING AND  
COMMUNICATION



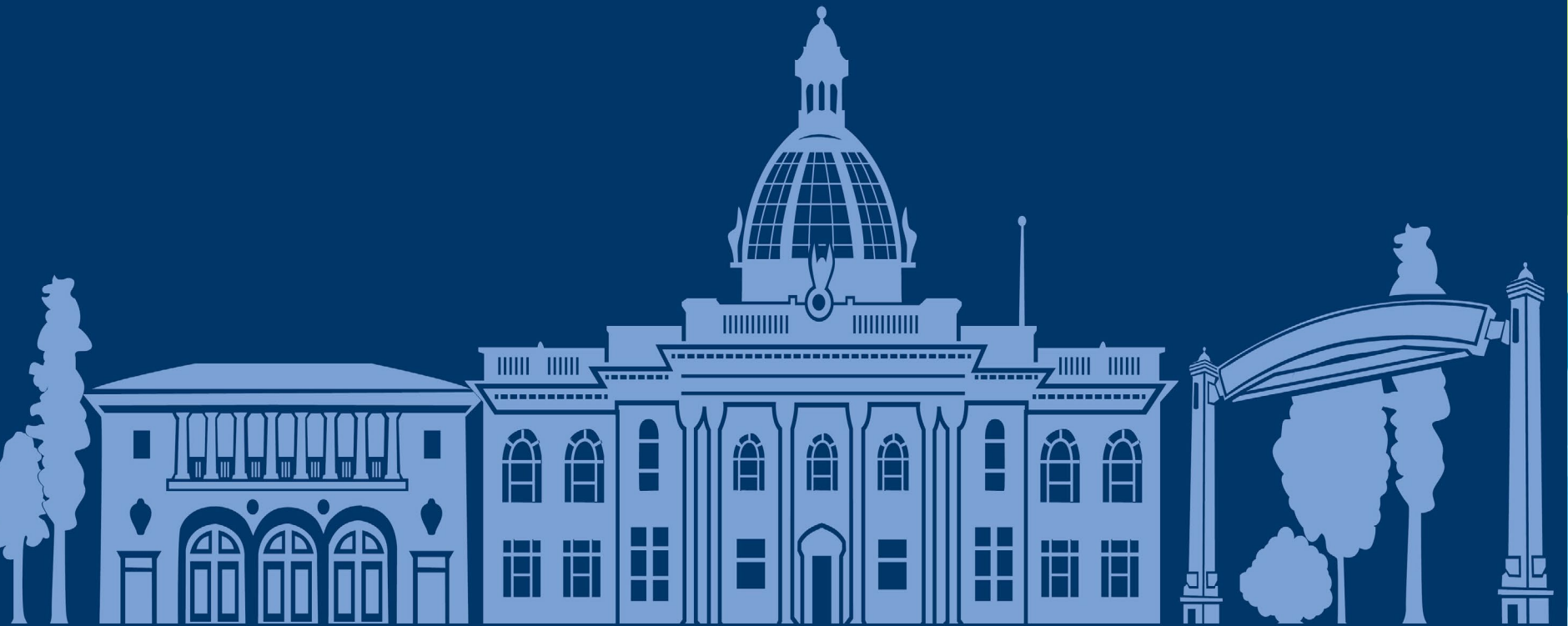
ECONOMIC  
DEVELOPMENT





# Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



[WWW.REDWOODCITY.ORG/NASIGNUP](http://WWW.REDWOODCITY.ORG/NASIGNUP)

# CITY OFFERS ONLINE TOOLS TO ANSWER YOUR QUESTIONS!



Would you like to...

- ▶ Find a Downtown restaurant?
- ▶ Learn about City construction projects?
- ▶ Search the library's catalog?
- ▶ Locate community centers or parks?
- ▶ Apply for a job?

Go to [www.redwoodcity.org](http://www.redwoodcity.org) for the answers!

# REDWOOD CITY PUBLIC LIBRARY



The Redwood City Public Library offers many programs and services for all to enjoy!

The Redwood City Downtown Branch is located at 1044 Middlefield Road

You can also call to ask questions over the phone at 650-780-7026, or visit the library online, 24 hours a day, 7 days a week at

<http://www.redwoodcity.org/library>

# SEND A SERVICE REQUEST WITH EASE

[www.redwoodcity.org/myrwc](http://www.redwoodcity.org/myrwc)



**FREE and easy to use from Redwood City!**



Your One-Stop  
Redwood City  
Resource



## myRWC

The smart phone app that puts  
Redwood City "at your fingertips!"



# CONNECT WITH US!



## Ways To Connect With Us



[www.redwoodcity.org/myrwc](http://www.redwoodcity.org/myrwc)



@RedwoodCityGov



@RedwoodCity



[www.youtube.com/cityofredwoodcity](http://www.youtube.com/cityofredwoodcity)



[www.facebook.com/cityofredwoodcity](http://www.facebook.com/cityofredwoodcity)



Nextdoor  
Redwood City



@CityofRedwoodCity



Redwood City VOICE



[www.downtownredwoodcity.org](http://www.downtownredwoodcity.org)



[www.redwoodcity.org](http://www.redwoodcity.org)

# NEW DEVELOPMENT PROJECT WEBPAGE



[www.redwoodcity.org/currentprojects](http://www.redwoodcity.org/currentprojects)

Learn more about development projects at various stages of review at the City's NEW development project webpage.

Calendar | News | Subscribe | City Events | Contact Us | Select Language

# Redwood City CALIFORNIA

CLIMATE BEST BY GOVERNMENT TEST Mostly Sunny, 71°

Search...

- ABOUT THE CITY
- CITY HALL
- DEPARTMENTS
- RESIDENTS
- BUSINESS
- I WANT TO...

- + City Council
- + Advisory Bodies and Committees
- How the City Works!
- City Budget and Financial Information
- City Charter
- + Code and Ordinances
- CURRENT PROJECTS
  - ▶ Development Projects
    - Infrastructure Projects
  - Documents Archives
  - Other Government Links
- + Sign up for Newsletters
- Locate/Contact City Hall
- City Hall Holiday Closures

Font Size: [+] [-] [x] Share & Bookmark Feedback Print

## Current Projects

### DEVELOPMENT PROJECTS




The following are major development projects at various stages of the City's review process or construction phase. To get notified of new building permit applications in your area, visit Redwood City's [buildingeye page](#).

If you have comments on this webpage or on specific projects, please click the "feedback" button above to submit your thoughts.

[Click here to view projects on Interactive Map \(GIS\).](#)

Sort By: Status | Submittal Date | Type | Name | Address

#### Proposed

-   
[601 El Camino Real](#)
-   
[929 Main Street](#)  
"Young's Automotive"
-   
[1175 Marshall St](#)  
"Kaiser Hospital Phase II"

# UTILITY RATE ASSISTANCE PROGRAM



Need help paying your utilities?

The City of Redwood City offers the Water and Sewer Rate Assistance Program (WSRAP) to qualifying utility rate payers.

Eligibility is based on household income and qualifying applicants will receive a credit of around \$20 on their utility bill each month.

Learn more at [www.redwoodcity.org/rateassistance](http://www.redwoodcity.org/rateassistance)

# TIPS FOR SAVING WATER



1

Use the EPA WaterSense website to find out if your household has water efficient products. Redwood City offers rebates for WaterSense toilets.



2

Turn off the tap while shaving or brushing your teeth. The City offers low flow faucet aerators for FREE!



3

Take a shower over a bath...just be aware of how long you are showering! We offer residents FREE low flow showerheads and shower timers!



4

In the kitchen...plug the sink or use a wash basin if washing dishes by hand.



5

Use a dishwasher, and fill it up before you do!



6

Scrape your plate instead of rinsing before loading it into the dishwasher.



7

Keep a pitcher of drinking water in the refrigerator so you're not waiting for water to cool as it comes out of the faucet.



8

Avoid the garbage disposal...it's not good for your pipes or water conservation. Throw food scraps in the compost bin.



9

Wash only full loads of laundry or use the appropriate load size selection on your machine. The City and PG&E offer rebates for High Efficiency Washing Machines!



10

Check plumbing fixtures and irrigation systems for leaks.



11

Give your garden hose a break. Sweep driveways, sidewalks, and steps rather than hosing off.



12

Wash the car with water from a bucket, or use a commercial car wash that recycles water.



# PENINSULA CLEAN ENERGY



## CLEANER ENERGY IS HERE

Find out what the  
buzz is about!



PENINSULA  
CLEAN ENERGY



LEARN MORE HERE:

[www.peninsulacleanenergy.com](http://www.peninsulacleanenergy.com)

# NEW PARKING OPTIONS



## PARKING DOWNTOWN REDWOOD CITY

Street parking free Mon – Sat before 10am and after 6pm; free all day Sunday.

### Commuter

Street parking 25c per hour Mon-Sat, 10am-6pm; First 1 1/2 hours free in garages at all times

### GARAGES

- MARSHALL**  
387 spaces  
(\$1 per hour before 6pm)
- JEFFERSON**  
585 spaces  
(25c per hour before 6pm)

### Downtown Event & Dinner Visitor (FREE with validation)

\$2.50 per hour after 6pm (First 1 1/2 hours free at all times/first 4 hours free with validation from Century Theater)

### GARAGES

- MARSHALL**  
387 spaces
- JEFFERSON**  
585 spaces
- CROSSING 900**  
900 spaces  
(Open to the public nights & weekends)

### Downtown Event & Dinner Visitor (FREE)

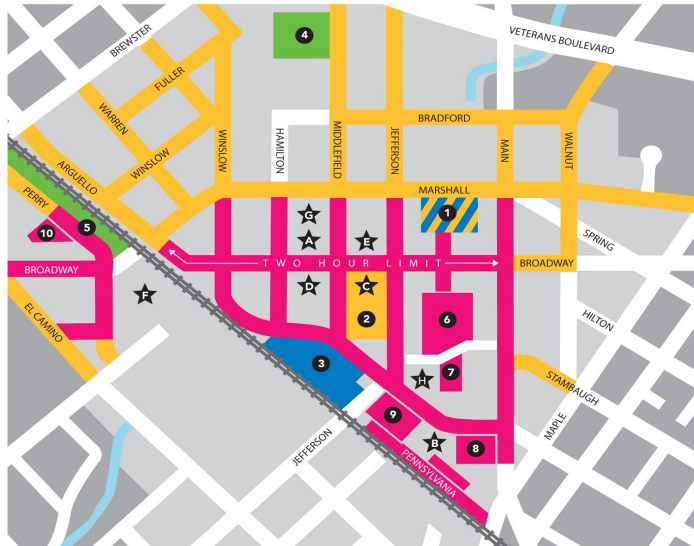
Free Mon - Fri after 6pm, all day on weekends

- COUNTY GARAGE**  
797 spaces
- CALTRAIN LOT**  
160 spaces

### Lunchtime/Daytime Visitor

\$1 per hour Mon-Sat, 10am-6pm; lots free Mon-Sat after 6pm and all day Sunday

- MAIN STREET LOT**  
150 spaces
- CITY HALL LOT**  
15 spaces
- LIBRARY LOT A**  
88 spaces
- LIBRARY LOT B**  
98 spaces
- PERRY STREET LOT**  
52 spaces



### LANDMARKS & DESTINATIONS

- |                      |                    |                     |                                    |
|----------------------|--------------------|---------------------|------------------------------------|
| A. Courthouse Square | C. Century Theatre | E. Dragon Theatre   | G. San Mateo County History Museum |
| B. Library           | D. Fox Theatre     | F. Caltrain Station | H. City Hall                       |

Find the parking new map and more details online at [www.redwoodcity.org/parking](http://www.redwoodcity.org/parking)

# JOIN THE CONVERSATION



The City is looking for your input!

Learn about ways to share your ideas, concerns and input on issues facing the City.

Visit [www.redwoodcity.org/jointheconversation](http://www.redwoodcity.org/jointheconversation) for more details!





# DOWNTOWN REDWOOD CITY



Retail, restaurants, events, and more are located right here in downtown Redwood City.

Visit [www.downtownredwoodcity.org](http://www.downtownredwoodcity.org) to learn more.

# VOLUNTEER IN REDWOOD CITY



Thanks to our volunteers for their time and involvement supporting our community!

Join thousands of volunteers who have contributed over 200,000 hours of service!

Make an impact in the community by volunteering today!

Visit [www.redwoodcity.org/volunteer](http://www.redwoodcity.org/volunteer) to learn more and get involved.



# REDWOOD CITY FIRE DEPARTMENT



The **CERT** program will provide participants with basic training in disaster survival and rescue skills.

**For More Information Please Contact:**

Redwood City Fire Department

(650) 780-7400

[www.redwoodcity.org/cert](http://www.redwoodcity.org/cert)

# HOME IMPROVEMENT LOAN PROGRAM!



CITY OF REDWOOD CITY  
HOME IMPROVEMENT LOAN PROGRAM



## DO YOU NEED HELP WITH HOME IMPROVEMENT PROJECTS?



Apply now and we can help you enjoy a more comfortable home environment with a new heating system, roof and/or windows as well as improved energy efficiency.



If your roof is 15 years or older or leaks, it may be time to consider getting a new roof. Window leaks can also be a problem.



Protect your investment and don't allow water damage to ruin your home. Energy-efficient windows, and heating systems can pay for themselves with energy cost savings over time.

These improvements will provide energy efficiency, comfort, better home value, and peace of mind.

### TAKE ADVANTAGE OF REDWOOD CITY'S HOME IMPROVEMENT LOAN PROGRAM!

Low interest home improvement loans are available to eligible owners of single-family homes and owners of rental property located within incorporated Redwood City. Single-family homes include structures of 1-4 units, one of which must be owner-occupied. Rental property owners must rent 51% of their units to low-income tenants. Rehabilitate your home and take advantage of these generous loan terms – 2% interest fully amortized over 15 years. There are no points and no "out-of-pocket" expenses for loan fees.

**MORE INFORMATION CALL US AT 650.780.7290  
OR GO TO [WWW.REDWOODCITY.ORG/HILP](http://WWW.REDWOODCITY.ORG/HILP)**

# Housing Resource Guide/Guía de Recursos de Vivienda

Do you need help with a challenging rental housing issue? Are you looking for affordable housing?

For a list of programs and services to help, go to the City's website for a housing resource guide.

¿Necesita ayuda con un problema de difícil vivienda de alquiler? ¿Está buscando una vivienda asequible?

Para obtener una lista de programas/servicios traducido en español ve **aquí:**  
[www.redwoodcity.org/housingresourceguide](http://www.redwoodcity.org/housingresourceguide)





To: Mayor Diane Howard  
Vice Mayor Giselle Hale  
Councilmember Alicia Aguirre  
Councilmember Lissette Espinoza-Garnica  
Councilmember Jeff Gee  
Councilmember Diana Reddy  
Councilmember Michael A. Smith

From: Pat Mapelli - Graniterock

Date: September 27, 2021

Subject: Staff Report – Property Exchange with the County of San Mateo to Facilitate the Construction of the Blomquist Road Extension

On behalf of Graniterock, I would like to express our support for the property exchange between the City of Redwood City and the County of San Mateo of the properties located at 1580 Maple Street and 1469 Maple Street. 1469 Maple Street will provide the County the opportunity to expand its efforts in housing those in need and do it in a location adjacent to other housing and future public spaces. I want to thank the city staff for their work on this project and commend both the City and the County for tireless efforts in helping address such a significant issue – housing those in need.

Should you have any questions, please feel free to contact me at \_\_\_\_\_ or alternatively by email at \_\_\_\_\_

Respectfully yours,

A handwritten signature in blue ink that reads "Pat Mapelli".

Pat Mapelli  
Land Use Manager  
Graniterock

## MGR-Crystal Tuifua

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**Subject:** FW: BIAC comments re: Redwood City/San Mateo County land swap - Sept 27, 2021  
Agenda Item 8.A.

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**From**

**Sent:** Monday, September 27, 2021 2:32 PM

**To:** GRP-City Council <council@redwoodcity.org>

**Subject:** BIAC comments re: Redwood City/San Mateo County land swap - Sept 27, 2021 Agenda Item 8.A.

## BIAC comments re: Redwood City/County of San Mateo land swap

Sept 27, 2021 Council Meeting Agenda item 8.A.

Diane Howard, Mayor

Giselle Hale, Vice Mayor, Councilmembers Alicia Aguirre, Lissette Espinoza-Garnica, Jeff Gee, Diana Reddy, Michael Smith

Dear Redwood City Council,

When the City/County land swap of 1402 Maple Street was discussed in November 2020, BIAC emphasized the importance of keeping waterfront property available for recreational use of the Bay.

- BIAC believes “waterfront is precious” and should not be given up
- BIAC would like to develop an aquatic community center for the long term and that property makes sense

Therefore, BIAC supports the new proposal to swap the 1469 Maple Street parcel (where auto sales parking is currently in use). We believe it preserves the waterfront for public recreational use and makes much more sense than the previous proposal. BIAC is happy to see the waterfront area preserved and supports its longer-term development for recreational use.

BIAC greatly appreciates the support we receive from the city and strives to continue to be a benefit to bay access and recreation in RWC. Thank you very much for your consideration.

Sincerely,

Jon Carlson

President, Bair Island Aquatic Center

Bair Island Aquatic Center (“BIAC”) is a non-profit aquatic center dedicated to rowing and paddling recreation in the Redwood Creek area. BIAC’s user population is around 700 people, a majority of whom are on the waters of the Redwood City (“RWC”) harbor on a daily to weekly basis. Our members and users include Olympic athletes, high school rowers, youth paddling programs, adaptive rowers, veterans programs, dragon boats, and adults of all ages and abilities. We are strong advocates for water recreation on Redwood Creek - a unique treasure on the bay.

To the Residents of Redwood City

In regards to item: **“Property exchange with the County of San Mateo”**

I know the City Manager wants to discourage public outreach and comment for this item, but this deserves a summary.

Timeline summary for public record:

- In 2009 Redwood City acquired 1402 Maple Street to build a waterfront park and we-the-people are still waiting
- The 2010 General Plan showed Blomquist Extension, but also a Ped/Bike connection between 5th Ave and E. Bayshore Rd. - only one of those two is important in the modern transportation era. A true 'Vision Zero' city would only care about one of those two. Leaders understanding Climate Change and Sea Level Rise would only support one of those two.
- In 2015 Redwood City published it's Inner Harbor Plan. This plan showed a lot of recreational areas and opportunities in Inner Harbor and we are still waiting.
- But what is missing in the 2015 Inner Harbor map are Docktown's affordable housing and the homeless shelter.
- Since 2015 the City Manager works diligently to remove both from the Inner Harbor, even using Education funds which we need for Safe-Routes-To-School programs (see Elwood/Brewster or that "Vera Bike Boulevard" mess)  
<https://www.change.org/p/redwood-city-city-council-4-way-stop-needed-at-dangerous-redwood-city-ca-intersection-brewster-elwood>
- In 2016 the County had plans to upgrade their Maple Street Homeless Shelter from 141 units to 216 units
- The bidding process had already started and the price for the upgrade was anywhere between \$4.5-8M
- The County also imagined to demolish the old woman's shelter having more space there for temp housing or RV parking
- This would have added up to over 400 units (216 at the shelter, >200 in modular units incl. Navigation Center)
- The Inner Harbor plans however interfered and the shelter-upgrade project was put on ice
- In 2020 Covid hit us and the need for more homeless shelter units become more urgent, but we only had 101 at the Maple Street shelter
- 2020: The county receives several rounds of CARES and 'Project Homekey' to add housing short term and long term
- 2020: the County acquires three motels with 222 units for \$60M using State and Federal funds
  - Redwood City (\$21.5M for 74 units)
  - Redwood Shores (\$29.25M for 95 units)
  - Half Moon Bay (\$8M for 52 units)

- 2021: the city and county collude to finally remove the Maple Street shelter and its 141 units from the map.
- 2022: the county may or may not add 200 units in modular units incl. a Navigation Center at the new site (1469 Maple Street)

Which means instead of 400 units in an upgraded Homeless Shelter and a Navigation Center in 2016, we end up with only 200 units at motels. (Actually the Function Zero presentation only shows 120 units at owned motels).

The county made out like bandits in this deal. The County managed to spend \$60M and still end up with fewer units. Going forward they will spend even less on unsheltered residents. And in a great real estate deal paid for with Federal and State funds, the county ends up with property that is still gaining in value. And if they really build a Navigation Center with 200 units, they can still sell the motels in a few years when nobody is watching. Redwood City in comparison gets a property that is losing value and will have high maintenance costs for many years to come. And even the affluent neighborhood has concerns about the Blomquist Extension Bridge; they don't seem to want it either. The EIRs of several developments on Bair Island also warned about adding a bridge here as it would attract more traffic into an otherwise calm neighborhood. A bridge is a horrible investment these days.

Anyways, with this swap the County is basically \$60M and 3 Motels in the plus and gaining in value and Redwood City is wasting \$20-40M on a bridge and more money in years to come on 'traffic calming' projects.

[https://www.smdailyjournal.com/news/local/redwood-city-san-mateo-county-land-swap-deal-nearing/article\\_20457ffc-1b5b-11ec-a10b-0f6e505d435a.html](https://www.smdailyjournal.com/news/local/redwood-city-san-mateo-county-land-swap-deal-nearing/article_20457ffc-1b5b-11ec-a10b-0f6e505d435a.html)

While this article has a lot of things wrong (1450 Maple Street is the current BIAC lot), it does indirectly blame council members Giselle Hale, Diane Reddy, Alicia Aguirre and Shelly Masur for this fiasco. Which does sound about right. But we shouldn't forget the city manager and traffic people either. 'Underserving' is such a team sport in RWC. These leaders are willing to spend \$20-40M on car infrastructure in an affluent neighborhood, instead of connecting the Friendly Acres neighborhood east and west of the highway.

A quality-of-life project for an 'underserved' community or a highly questionable and unneeded car bridge in an affluent neighborhood? In modern cities this wouldn't be a choice at all, but 'underserving' is just so ingrained in Redwood City decision making, the council just can't help itself to choose wrong every single time.

Best regards,  
Gerd Stieler