

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



TELECONFERENCE MEETING
BROADCAST LIVE VIA
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**JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY
REGULAR MEETING AGENDA
Monday, October 25, 2021
6:00 PM**

TELECONFERENCE PARTICIPANTS: COUNCIL MEMBERS AGUIRRE, ESPINOZA-GARNICA, GEE, REDDY AND SMITH, VICE MAYOR HALE AND MAYOR HOWARD. DUE TO THE CONTINUING COVID-19 EMERGENCY, MEETINGS WILL BE HELD BY TELECONFERENCE IN ACCORDANCE WITH ASSEMBLY BILL 361 TO PROVIDE THE SAFEST ENVIRONMENT FOR THE PUBLIC, CITY OFFICIALS AND STAFF WHILE ALLOWING FOR CONTINUED OPERATION OF THE GOVERNMENT AND PUBLIC PARTICIPATION.

PURSUANT TO THE RALPH M. BROWN ACT, 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

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, 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. 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.

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 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 - Council Member Reddy**
4. **PRESENTATIONS/ACKNOWLEDGEMENTS**
 - 4.A. **Proclamation recognizing Redwood City Woman’s Club for 112 years of service and celebrating the 110th anniversary of the clubhouse**
 - 4.B. **Welcoming Star Award - Magical Bridge Playground**
 - 4.C. **Pride and Beautification Committee update**
 - 4.D. **Presentation on Reimagine SamTrans**
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. **Provide Information Technology (IT) support services to the City of Burlingame during FY 2021-22**

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement to continue providing information technology support services to the City of Burlingame between November 1, 2021 and June 30, 2022.

CEQA:

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

- 6.B. **Side Letter of Agreement with Service Employees International Union Local 521 (SEIU)**

Recommendation:

Adopt a resolution approving a Side Letter of Agreement with Service Employees International Union Local 521 to provide for reimbursement for telephone and work from home expenses during City-required telework.

CEQA:

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

6.C. Amendment No. 5 to agreement with WRECO for the U.S. Highway 101 Pedestrian Undercrossing Project

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 5 to the Agreement for Services with WRECO in the amount of \$87,000 for a total of \$700,543.

CEQA:

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

6.D. Resolution declaring the continued state of local emergency and affirming findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue remote meetings pursuant to AB 361 to preserve public health and safety

Recommendation:

Adopt a resolution declaring the continued state of local emergency and affirming findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference in order to ensure the health and safety of the public.

CEQA:

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

6.E. FY 2020-2021 Library budget amendment to account for expenditures funded by grants to the Library Department

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City appropriating and transferring certain funds for specified purposes to conform the budgeted amounts to actual expenditures for transactions that have occurred during FY 2020-21.

CEQA:

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

6.F. Response to San Mateo County Civil Grand Jury Report: “Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act”

Recommendation:

Approve Attachment 1, a letter responding to the July 27, 2021 San Mateo County Civil Grand Jury Report entitled “Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act”, and

authorize the Mayor to execute and transmit the letter.

CEQA:

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

6.G. Agreement with Pacific Coast Sales & Service, Inc. for supply of heating, ventilating, and air conditioning equipment, systems, and installation services

Recommendation:

By motion, approve the City Manager's emergency action and determine that replacing Heating, Ventilating and Air Conditioning (HVAC) systems at the Redwood Shores Library was necessary to respond to the emergency, and authorize the City Manager to execute an Agreement for Services with Pacific Coast Sales and Service, Inc. dba Pacific Coast Trane Service in an amount not to exceed \$400,000.

CEQA:

Categorically Exempt - Class 1. Existing Facilities

6.H. Waive second reading and adopt an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from "Bicycles" to "Micromobility Devices and Operations" and adding Article IV incorporating shared micromobility services in Redwood City

Recommendation:

Waive second reading and adopt an Ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from "Bicycles" to "Micromobility Devices and Operations" and adding Article IV incorporating shared micromobility services in Redwood City.

CEQA:

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

6.I. Approve Minutes of October 11, 2021 City Council meeting

6.J. Approve claims and checks from October 25, 2021 - November 8, 2021 and the usual and necessary payments through November 8, 2021

7. STAFF REPORTS

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7.A. Appointment to one partial term seat on the Police Advisory Committee by Council Member Michael Smith

Recommendation:

Council Member Michael Smith to appoint one member to a partial term seat on the Police Advisory Committee that will expire on May 31, 2023.

CEQA:

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

7.B. Adoption of the 2021 Redwood City Equity Plan

Recommendation:

Adopt the Redwood City 2021 Equity Plan.

CEQA:

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

7.C. Repeal Resolution No. 15428 adopting the Fire Safety First Pilot Program and direct staff to develop additional fire protection measures with the next Fire Code cycle

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City rescinding Resolution No. 15428 regarding the revised Fire Safety First Pilot Program.

CEQA:

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

8. PUBLIC HEARINGS - None

9. STUDY SESSIONS

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9.A. Land Use Economics II: Evaluating community benefit proposals

Recommendation:

Study Session to provide an overview of, and receive feedback on, the current methods for receiving community benefits and the use of a financial feasibility analysis to inform action on certain individual development project proposals. No formal action will occur at this meeting.

CEQA:

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

10. MATTERS OF COUNCIL INTEREST

10.A. City Council Member Reports from Regional Committee Meetings, Events, and Conferences Attended

A. HOPE Interagency Council and Emergency Services Council (Council Member Espinoza-Garnica)

- B. Caltrain Local Policy Maker Group and Commute.org (Council Member Smith)

10.B. City Council Committee Reports

- A. Equity and Social Justice Sub-Committee
- B. Climate Action Sub-Committee
- C. Harbor View Ad Hoc Committee
- D. Finance / Audit Sub-Committee

10.C. City Manager (Oral) Update

- 11. ADJOURNMENT** - The next City Council meeting is scheduled for November 8, 2021



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Provide Information Technology (IT) support services to the City of Burlingame during FY 2021-22

RECOMMENDATION

By motion, approve and authorize the City Manager to execute an agreement to continue providing information technology support services to the City of Burlingame between November 1, 2021 and June 30, 2022.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

In the mid-1990s, the City's Information Technology (IT) Division began offering technology support services to other municipalities within San Mateo County. Initial clients were limited to those already using, or interested in implementing, the same financial system the City was using (Universe), and services were limited to the development and support of financial, human resources, payroll, and budgeting systems.

In 1999, the City began providing expanded IT services to the City of Burlingame. The expanded services included design, implementation, and infrastructure maintenance, as well as providing desktop support for end users and overseeing other applications. These expanded services effectively positioned the City's IT staff to function as Burlingame's IT department.

The City's IT division currently provides IT services for the Cities of Burlingame, East Palo Alto, Los Altos Hills, Portola Valley, as well as the Port of Redwood City and Silicon Valley Clean Water.

ANALYSIS

The agreement to provide IT services to the City Burlingame commenced in 1999. Since 2012, the City has entered into one-year contract extensions with the City of Burlingame.

Technology services provided by City IT include, but are not limited to, infrastructure and desktop support, financial system programming and support, telephone support, technology planning, and process improvements through technology.

Approving this agreement will allow the City's IT Division to continue supporting the City of Burlingame through FY 2021-22, generating approximately \$650,000 of revenue for the City.

FISCAL IMPACT

This agreement will generate approximately \$650,000 in revenue to the City of Redwood City during FY 2021-22. The direct labor costs, including salary and benefits, to provide these services to the City of Burlingame, have already been appropriated in the City of Redwood City's FY 2021-22 operating budget.

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 elect to not approve the agreement and discontinue providing IT services to the City of Burlingame.

ATTACHMENTS

Attachment A – Agreement

REPORT PREPARED BY:

Tony Gelpman, IT Manager
tgelpman@redwoodcity.org
(650) 730-7090

APPROVED BY:

Michelle Poché Flaherty, Assistant City Manager and Administrative Services Director
Melissa Stevenson Diaz, City Manager

**THE CITY OF REDWOOD CITY
INFORMATION TECHNOLOGY SERVICES
GENERAL TERMS AND CONDITIONS**

The CUSTOMER named on the applicable Services Order and the City of Redwood City (“RWC”) agree that these General Terms and Conditions (“GTC”) are applicable to all Information Technology (“IT”) Services provided by RWC to CUSTOMER. Capitalized terms have the meanings defined herein.

1. General.

The GTC describes the general terms and conditions applicable to CUSTOMER’s purchase of IT Services from RWC. The GTC together with the applicable Services Orders constitute the entire agreement between the parties. In the event of a conflict between the terms of the GTC and of any Services Order, the terms of the Services Order prevail.

2. Services Orders.

The Services to be performed by RWC are set forth in the applicable Services Order(s). Each Services Order will state the Service, the term for which Service is requested (the “Service Term”) and the pricing for the Service. A Services Order is not binding upon RWC unless signed by an authorized RWC representative.

3. Service Commencement Date; Service Term.

The Service Term will be as specified in the Services Order, and will commence on the date specified in the Services Order, or such later date as specified by RWC in a written notice to CUSTOMER. Upon expiration of the Service Term for a particular Services Order, Service will continue under the Services Order on a month-to-month basis at RWC’s then current rates, and either RWC or CUSTOMER may terminate the Service upon 30 days prior written notice. CUSTOMER will pay RWC’s then current charges for any moves, additions or changes to any Services Order or Service agreed to by the parties.

4. Compensation; Billing; Payment.

Compensation owed by CUSTOMER for Services rendered by RWC will be as set out in the applicable Services Order(s). Upon execution of a Services Order by CUSTOMER, RWC will invoice CUSTOMER for any non-recurring initial set up fees, and the first monthly recurring charges, if any. Billing for partial months is prorated. Subsequently, RWC will invoice CUSTOMER monthly in advance for any recurring charges for the Services and in arrears for any Additional Services (defined below) that were requested by CUSTOMER and performed by RWC during the monthly billing period. Payment is due within 30 days of the invoice date.

5. Additional Services.

Additional Services will be performed by RWC only at the request of CUSTOMER and will be charged to CUSTOMER at the RWC fiscal year hourly rate in effect at the time the Additional Services are

performed. The hourly rate for work performed during Normal Business Hours, as defined below, is established annually by RWC for each fiscal year. A surcharge of \$25 per hour will be added to the normal business hourly rate for work performed during Non-Business Hours.

A. Normal Business Hours: Monday through Friday, 8:00 a.m. through 5:00 p.m. except on the following currently recognized RWC holidays (calendar dates vary depending on the year):

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- 4th of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Year's Eve

B. Non-Business Hours: All hours outside of Normal Business Hours, as defined above.

6. Reliance on Professional Skill of RWC.

RWC represents that it has the necessary professional skills to perform the Services and Additional Services required and CUSTOMER may rely on such skills of RWC to do and perform the work. RWC will perform all the work in a professional manner.

7. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GTC OR SERVICES ORDERS, IN NO EVENT WILL RWC BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER ANY SERVICES ORDER. FURTHER, RWC WILL HAVE NO LIABILITY FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY IN CONNECTION WITH OR FOR RESPONDING TO EMERGENCY 911 OR OTHER EMERGENCY REFERRAL CALLS. RWC WILL HAVE NO RESPONSIBILITY FOR THE SERVICE QUALITY OR SERVICE OUTAGES (I) CAUSED BY OR CONTRIBUTED TO, DIRECTLY OR INDIRECTLY, BY ANY ACT OR OMISSION OF CUSTOMER AND/OR ITS AFFILIATES, AGENTS OR REPRESENTATIVES; (II) DUE TO POWER FAILURES (III) DUE TO INTERNET OUTAGES; (III) CAUSED BY THE FAILURE OR MALFUNCTION OF NON-RWC EQUIPMENT OR SYSTEMS; OR

(IV) DUE TO CIRCUMSTANCES OR CAUSES BEYOND THE CONTROL OF RWC OR ITS AGENTS, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GTC OR SERVICES ORDERS, RWC'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER HEREUNDER WILL BE LIMITED TO THE ACTUAL FEES PAID BY CUSTOMER TO RWC DURING THE PRECEDING TWELVE (12) MONTHS.

8. Compliance with Law.

All services rendered hereunder by RWC will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of CUSTOMER, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered.

9. Relationship of Parties.

It is understood that the relationship of RWC to CUSTOMER is that of an independent contractor and all persons working for or under the direction of RWC are its agents or employees and not agents or employees of CUSTOMER.

10. Subcontracting.

CUSTOMER acknowledges and agrees that RWC has discretion to subcontract any portion of the Services to be performed by RWC, but only after obtaining CUSTOMER'S prior written consent. RWC shall be solely responsible for compensating any approved subcontractor(s), and CUSTOMER shall have no obligation to compensate them.

11. Nonassignment.

The GTC and Services Orders are not assignable either in whole or in part without the prior written consent of RWC's City Manager.

12. Amendments.

The GTC and Services Orders may be amended or modified only by written agreement signed by both Parties.

13. Validity.

The invalidity, in whole or in part, of any provisions of the GTC or Services Orders will not void or affect the validity of any other provisions of the GTC or Services Orders.

14. Governing Law/Litigation.

The GTC and Services Orders will be governed by the laws of the State of California and any suit or action initiated by either Party will be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto to enforce any provision of the GTC and Services Orders, the unsuccessful Party will pay the reasonable expenses of litigation of the successful Party.

15. Mediation.

Should any dispute arise out of the GTC or Services Orders, the Parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to

reach a mediated resolution. The costs of the mediator, if any, will be paid equally by the Parties. If a mediated settlement is reached, neither Party will be deemed the prevailing party for purposes of the settlement and each Party will bear its own legal costs.

16. Indemnity.

CUSTOMER will defend, indemnify and hold harmless RWC and its officers, City Council, agents, employees and volunteers from and against all claims, damages, losses and expenses (including claims, damages, losses and expenses brought by third parties to this agreement) including attorney fees arising out of or relating to RWC's performance of the Services and Additional Services described in the GTC and Services Orders, including any loss of data, except where RWC has been found in a court of competent jurisdiction to be solely liable by reason of its gross negligence or willful misconduct.

17. Insurance.

RWC will not insure for any loss or damage to any of CUSTOMER's property of any kind owned or leased by CUSTOMER or its employees, servants or agents even if such property is located on RWC's premises. CUSTOMER represents and warrants that all insurance required hereunder has been or will be obtained prior to the commencement of delivery of Services by RWC under any Services Order. Upon request, CUSTOMER will furnish RWC with certificates of insurance evidencing the required coverage.

A. Liability Insurance.

CUSTOMER will take out and maintain, so long as the GTC remains in effect, such bodily injury liability and property damage liability insurance as will protect RWC while performing work covered by the GTC and Services Orders from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage or loss which may arise in connection with the provision of Services by RWC under the GTC and Services Orders. The amounts of such insurance will be a minimum of Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage for each occurrence. RWC, its officers, employees and agents will be maintained as additional insured's on said policy. All insurance will be with insurance carriers licensed in the State of California and in good standing with the California Department of Insurance.

B. Self-Insurance.

Notwithstanding the above, CUSTOMER will have the right to self-insure against any and all perils and/or liabilities against which it would otherwise be required to insure and will also have the right to effect any such insurance by means of so called "blanket" or "umbrella" policies of insurance. If CUSTOMER decides to self-insure, CUSTOMER must provide RWC with written notice of self- insurance identifying the type of policy coverage and the amount for which it will self-insure.

18. Notices.

All notices required by the GTC or Services Orders will be given to RWC and CUSTOMER in writing, by first class mail, postage paid, addressed as follows:

RWC: The City of Redwood City
Attention: IT Manager
1017 Middlefield Road
Redwood City, CA 94063

CUSTOMER: AS SPECIFIED ON SERVICES ORDER

19. Termination. If CUSTOMER fails to make any payment when due and such failure continues for 10 business days after written notice from RWC, or if either party fails to observe or perform any other material term of the GTC or Services Orders and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may: (a) terminate the GTC and/or any Services Order, in whole or in part, and/or (b) subject to the limitations of the GTC, pursue any remedies it may have at law or in equity.

20. 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.

21. Force Majeure. Neither party will be liable, nor will any remedy provided by the GTC be available, for any failure to perform any obligations under the GTC or Services Orders (except the obligation to pay invoices for Services delivered) due to causes beyond such party's reasonable control which will include without limitations, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, power or internet outages, or other similar occurrences ("force majeure").

SERVICES TO BE PROVIDED: One full-time Redwood City IT Staff will be assigned to CUSTOMER on-site to provide infrastructure, network, server, data center, printer, mobile device, desktop, telephone system support, and aid in special technology projects as requested.

In addition, Redwood City Staff will provide "best effort" limited infrastructure support to Central County Fire Department for technologies hosted in Burlingame data center.

RWC IT will assign one software developer to report to CUSTOMER Finance Department to provide software development activities in support of CUSTOMER Finance and HR systems as requested and RWC has the skills and resources to do so.

RWC will at no additional cost to CUSTOMER, continue having CUSTOMER email flow through RWC spam protection solution for CUSTOMER protection from viruses and other malware typically delivered through email.

RWC, upon request, will advise, write specifications, implement, and/or support any technology agreed to by both parties and which RWC has the skills and resources to do so.

CITY OF BURLINGAME
("CUSTOMER")

CITY OF REDWOOD CITY
("RWC")

By _____

By _____

Name:

Name: Melissa Stevenson Diaz

Title:

Title: City Manager

Date:

Date:



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Side Letter of Agreement with Service Employees International Union Local 521 (SEIU)

RECOMMENDATION

Adopt a resolution approving a Side Letter of Agreement with Service Employees International Union Local 521 to provide for reimbursement for telephone and work from home expenses during City-required telework.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Due to the dynamic nature of providing services to the community and as service needs and City operations evolve over time, City staff review the organization to recommend changes in order to make changes in support of the City's Strategic Plan and to improve operating efficiency and service delivery. City staff has worked closely and collaboratively with employee groups in accordance with State law to negotiate agreements on any changes that affect hours, wages, or terms and conditions of employment for positions within the respective group.

ANALYSIS

The City and Service Employees' International Union (SEIU) previously entered into a Memorandum of Understanding (MOU) effective February 1, 2019 - January 31, 2022. Since early 2020, the spread of the COVID-19 virus has been declared a global pandemic and a state of emergency declared by the President of the United States, the Governor of California, the County of San Mateo and the City of Redwood City.

Over the past seventeen months, multiple shelter-in-place orders for the State of California have resulted in the City requiring certain employees to work from home either part-time or full-time as of March 16, 2020.

To acknowledge the unexpected expenses employees have incurred during the time they have been required to work from home or at a location other than a City worksite, the City and SEIU have met to discuss possible reimbursement of certain expenses incurred by employees who were required to telework. These expenses include personal cell phone usage for City business, the business-related portion of the cost of Internet access, utilities, printer ink, paper, and other incidental expenses.

To provide for reimbursement of expenses incurred by employees required to telework from home or location other than a City worksite, the City and SEIU have reached tentative agreement that effective March 16, 2020 and through October 10, 2021, the City will provide reimbursement of specific expenses incurred by employees required by the City of Redwood City to telework from home or location other than City worksite, as detailed in the attached tentative agreement included as Attachment A. The City has already met with the Redwood City Management Employees' Association on this issue and the City Council approved a Telephone and Work from Home Expenses During City Required Telework Side Letter of Agreement on July 26, 2021. The City is continuing to take inventory of all positions that were required to telework as a result of the State's Shelter in Place in March 2020, and Human Resources staff will be discussing the benefit with the other unions who represent employees who may be eligible for the telework reimbursement benefit.

FISCAL IMPACT

The maximum cost for providing the SEIU Telework Expense Stipend for the period of March 16, 2020 – October 10, 2021 is estimated to be approximately \$384,000. HR staff will monitor their budget during the current fiscal year to determine if a year-end budget amendment is needed. In addition, staff is researching the possibility of the Telework Expense Stipend cost being reimbursed by the American Rescue Plan Act of 2021 (ARPA).

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 direct staff to continue meet and confer with SEIU and propose alternative compensation.

ATTACHMENTS

Attachment A – Resolution to approve Side Letter of Agreement with SEIU – Telework Expenses

REPORT PREPARED BY:

Laurel Blaemire, Annuitant - Sr. Human Resources Analyst
lblaemire@redwoodcity.org
(650) 780-7283

APPROVED BY:

Michelle Katsuyoshi, Human Resources Director
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF REDWOOD CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 TO PROVIDE FOR REIMBURSEMENT FOR TELEPHONE AND WORK FROM HOME EXPENSES DURING CITY-REQUIRED TELEWORK

WHEREAS, the City and SEIU entered into an Memorandum of Understanding effective February 1, 2019 - January 31, 2022; and

WHEREAS, the City and the Service Employees International Union (SEIU) Local 521 have met and conferred on reimbursement for telephone and work from home expenses during City-required telework; and

WHEREAS, the City and SEIU have reached Side Letter of Agreement on reimbursement for telephone and work from home expenses during City-required telework, as described in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby incorporated by this reference as if fully set forth in their entirety.
2. The Side Letter of Agreement between the City and SEIU regarding telephone and work from home expenses during City-required telework, attached hereto as Exhibit "A", is approved.
3. The resolution shall be effective upon the date of its adoption.

* * *

Exhibit A

**SIDE LETTER BETWEEN CITY OF REDWOOD CITY AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521
RE TELEPHONE AND WORK FROM HOME EXPENSES DURING CITY-REQUIRED TELEWORK**

This side letter is by and between City of Redwood City ("City") and the Service Employees International Union (SEIU) Local 521 ("Union") (collectively referred to as the "parties"). The side letter is a tentative agreement subject to ratification of the bargaining unit and final approval of City Council.

WHEREAS, the City and Union entered a Memorandum of Understanding (MOU) effective February 1, 2019 – January 31, 2022; and

WHEREAS, since early 2020, the spread of the COVID-19 virus has been declared a global pandemic; and

WHEREAS, a state of emergency has been declared by the President of the United States, the Governor of California, and the County of San Mateo; and

WHEREAS, over the past year, multiple shelter-in-place orders for the State of California have resulted in the City requiring certain employees to work from home;

NOW THEREFORE, the parties hereby agree to the following:

Effective March 16, 2020 through October 10, 2021, to provide for reimbursement of all necessary expenses incurred by employees in the discharge of their duties while required by the City of Redwood City to telework from home or location other than a City worksite, will be entitled to one or both monthly expense stipends provided herein, upon pre-approval of the employee's supervisor.

Stipends will be paid on a monthly basis and will apply for the period of time the employee is required by the City to telework. Stipends for partial months of teleworking will be pro-rated to reflect the amount of time that the employee is required to telework.

In order to be eligible for the cell phone and/or expense stipends, the employee must issue a request to their supervisor for (1) receipt of prospective stipends, and (2) for receipt of retroactive stipend payments between March 16, 2020 and the date of this agreement, if applicable. The following stipend amounts were derived from an analysis of employee costs related to remote work. For the purpose of this side letter, full time employees include Library employees who are regularly scheduled to work 38 hours per workweek.

1. **Cell Phone Stipend:** Teleworking employees required to use a personal cell phone in performance of their job duties on behalf of the City on a regular basis will receive a Cell Phone Stipend. The supervisor will be required to verify that the employee is required to telework from home, and to verify that the employee is required to use their personal cell phone for business purposes.
 - a. For full time employees required by the City to telework, who are assigned to telework more than fifty percent (50%) of their regularly assigned work schedule, the Cell

**SIDE LETTER BETWEEN CITY OF REDWOOD CITY AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521
RE TELEPHONE AND WORK FROM HOME EXPENSES DURING CITY-REQUIRED TELEWORK**

Phone Stipend will be fifty dollars (\$50) per month during the telework period, in reimbursement for use of their personal cell phone in performance of City job duties.

- b. For full time employees required by the City to telework, who are assigned to telework for fifty percent (50%) or less of their regularly assigned work schedule, the Cell Phone Stipend will be twenty-five dollars (\$25) per month in reimbursement for use of their personal cell phone in performance of City job duties.

Employees who receive an existing City cell phone stipend or use of a City cell phone will not be entitled to receive this stipend.

The employee's direct supervisor must approve this stipend in advance of receipt.

2. Telework Expense Stipend: Employees required to telework will receive a Telework Expense Stipend in reimbursement for costs attributable to working from home, including, but not limited to, the business-related portion of the cost of Internet access, utilities, printer ink, paper and other incidental expenses. The supervisor will be required to verify that the employee is required to telework from home.

- a. For full time employees required by the City to telework, who are assigned to telework more than fifty percent (50%) of their regularly assigned work schedule, the Telework Expense Stipend will be forty dollars (\$40) per month during the telework period, in reimbursement for telework expenses.
- b. For full time employees required by the City to telework, who are assigned to telework for fifty percent (50%) or less of their regularly assigned work schedule, the Telework Expense Stipend will be twenty dollars (\$20) per month in reimbursement for telework expenses.

The employee's direct supervisor must approve this stipend in advance of receipt.

For part-time, covered, teleworking employees, the reimbursement amounts provided above will be provided on a pro rata basis to reflect the amount of time that the employee is regularly scheduled to work. For example, a non-Library employee regularly assigned to work 20 hours per workweek is a 0.5 FTE, and would be eligible for the following amounts:

- Cell Phone Stipend: If the 0.5 FTE Part Time employee is required by the City to telework more than fifty percent (50%) of their regularly assigned work schedule (i.e., more than 10 hours per workweek), the prorated Cell Phone Stipend will be twenty-five dollars (\$25) per month. If the 0.5 FTE Part Time employee is required by the City to telework fifty percent (50%) or less of their regularly assigned work schedule (i.e., 10 hours per

**SIDE LETTER BETWEEN CITY OF REDWOOD CITY AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521
RE TELEPHONE AND WORK FROM HOME EXPENSES DURING CITY-REQUIRED TELEWORK**

workweek or less), the prorated Cell Phone Stipend will be twelve dollars and fifty cents (\$12.50) per month.

- **Telework Expense Stipend:** If the 0.5 FTE Part Time employee is required by the City to telework more than fifty percent (50%) of their regularly assigned work schedule (i.e., more than 10 hours per workweek), the prorated Telework Expense Stipend will be twenty dollars (\$20) per month. If the 0.5 FTE Part Time employee is required by the City to telework fifty percent (50%) or less of their regularly assigned work schedule (i.e., 10 hours per workweek or less), the prorated Telework Expense Stipend will be ten dollars (\$10) per month.

The above stipends are in addition to: (1) the City’s Equipment Loan Program Policy (No. 55), which allows employees to borrow City equipment, such as a laptop, printer, monitor, keyboard, mouse, office chair, scanner, computer cable, Wi-Fi hotspot, and a wrist rest for City-required telework; and (2) the Expanded Professional Development/Educational Reimbursement, provided by the City between July 1, 2020 and June 30, 2021.

Employees who incur additional one-time expenses due to City-required telework may request separate reimbursement, subject to advance supervisory approval.

If the employee has requested telework expenses pursuant to this side letter and has been denied approval by the employee’s supervisor, the employee may appeal the denial to Michelle Katsuyoshi, Human Resources Director, within seven (7) calendar days of receipt of the denial. The decision of the Human Resources Director will be final.

Employees who voluntarily request and receive City approval to telework from a location other than a City worksite are not entitled to the expense stipends provided herein.

This letter shall expire on October 10, 2021, unless otherwise extended or amended by the parties. Once expired, the side letter will not be incorporated into the MOU between the parties.

EXCEPT AS EXPRESSLY AMENDED IN THIS SIDE LETTER, THE EXISTING PROVISIONS OF THE MOU BETWEEN THE PARTIES REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

SO AGREED:

FOR THE CITY



September 21, 2021

Date: _____

FOR THE UNION



Date: September 21, 2021



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Amendment No. 5 to agreement with WRECO for the U.S. Highway 101 Pedestrian Undercrossing Project

RECOMMENDATION

By motion, approve and authorize the City Manager to execute Amendment No. 5 to the Agreement for Services with WRECO in the amount of \$87,000 for a total of \$700,543.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

On October 17, 2012, the City executed an agreement with WRECO (the “Consultant”) for design and construction support services for the U.S. Highway 101 Pedestrian Undercrossing Project (Bair Island Road to Convention Way), the “Project”. The Project includes a pedestrian link between the Bayfront areas east of U.S. Highway 101 and the Downtown area.

On January 18, 2013, the City executed Amendment No. 1 to the agreement to include an expanded path area over a City-owned property, a creek overlook, and additional environmental review and supporting documents. Amendment No. 1 with WRECO increased the original agreement amount by \$54,607, from \$285,826 to \$340,433.

On January 3, 2014 the City executed Amendment No. 2 to the agreement to include additional electrical design, railing installations, easement documents and cathodic protection. Amendment No. 2 increased the agreement amount by \$30,070, from \$340,433 to \$370,503.

On October 26, 2017 the City executed Amendment No. 3 to the agreement to facilitate additional design, documentation and reporting requirements due to Caltrans regulations for projects expected to exceed \$1 million within their right-of-way, called the Permit Engineer's Evaluation Report (PEER) review process. Amendment No. 3 also included additional utility coordination, as well as exhibit preparation and construction monitoring for compliance with permits from the Regional Water Quality Control Board, California Fish and Wildlife, and Army Corps of Engineers. Amendment No. 3 increased the agreement amount by \$158,672, from \$370,503 to \$529,175.

On October 22, 2018, the City executed Amendment No. 4 to the agreement to address new requirements not previously identified by Caltrans, such as the location of maintenance gates, and to provide additional construction support for the construction phase of the Project, such as plan revisions, material submittals, and other Project documentations that require additional Caltrans oversight. Amendment No. 4 increased the agreement amount by \$84,368, from \$529,175 to \$613,543.

On February 25, 2019, City Council awarded the construction contract of the U.S. Highway 101 Pedestrian Undercrossing Project in the amount of \$3,903,165 to Joseph J. Albanese, Inc. of Santa Clara, CA. On April 1, 2019, the Notice to Proceed was issued to Joseph J. Albanese, Inc. (the "Contractor") to commence construction with the original completion date of October 28, 2019.

ANALYSIS

While the project is near completion, the Contractor still has a number of outstanding items to address. The original contractor schedule has the project reaching completion in 210 calendar days, but actual construction has taken more than 900 calendar days. Due to the extended amount of the time spent on the Project, the City needed construction support services beyond the number of hours that were originally contemplated in the agreement and the four prior amendments. The Consultant provides critical construction support tasks such as reviewing construction submittals from the Contractor, responding to Contractor's request for information, providing technical clarification/directions to assist with instruction bulletins and change orders, and assisting with extension/modification of permits from different permitting agencies.

FISCAL IMPACT

Amendment No. 5 would increase the agreement by \$87,000, from \$613,543. to \$700,543.

Funds for this project, for City staff time, consulting services, and the construction contract, were previously approved and appropriated in Fiscal Year 2018-19 budget from the following sources:

- Transportation Grants Fund
- One Marina CFD Project Fund
- California Marina – Traffic Mitigation
- Traffic Mitigation Fees Fund

6.C. - Page 3 of 12

- Gas Tax Construction Fund

No additional budget appropriation is needed to fund the amendment. There is sufficient funding already allocated in various US 101 project dedicated accounts.

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. On April 25, 2016, the City Council adopted Resolution No. 15488 adopting the Initial Study and Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the Project.

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 authorize the execution of Amendment No. 5 with WRECO and direct staff to renegotiate the terms. However, this may lead to the stoppage of construction support services from WRECO during on-going construction of the Project as the contractual expenditure limits have been reached.

ATTACHMENTS

Attachment A – Amendment No. 5 to Agreement for Services with WRECO

REPORT PREPARED BY:

Alex Chan, Assistant Engineer II
achan@redwoodcity.org
(650) 780-7307

APPROVED BY:

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

**AMENDMENT NO. 5
TO AGREEMENT FOR SERVICES
(WRECO)**

This Amendment No. 5 (the "Amendment No. 5") 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 WRECO, a California Corporation ("Consultant") (collectively, the "Parties").

RECITALS

A. The Parties previously executed that certain Design Professional Agreement, dated as of October 17, 2012, (the "Original Agreement").

B. The Parties previously executed Amendment No. 1 to the Original Agreement ("Amendment No. 1"), dated as of January 18, 2013, Amendment No. 2 to the Original Agreement ("Amendment No. 2"), dated as of January 3, 2014, Amendment No. 3 to the Original Agreement ("Amendment No. 3"), dated as of October 26, 2017, and Amendment No. 4 to the Original Agreement ("Amendment No. 4"), dated as of November 8, 2018 (the "Original Agreement" and "Amendments No. 1 to 4" are collectively known as the "Agreement").

C. The Parties have negotiated and agreed to the terms and conditions set forth in this Amendment No. 5, 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 all 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 not-to-exceed amount of Eighty Seven Thousand Dollars (\$87,000.00) for the completion of all the services described in Exhibit "A", which sum will include all costs or expenses incurred by Consultant. Including all amendments through Amendment No. 5, the total amount payable under the Agreement will be a not-to-exceed amount of Seven Hundred Thousand Five Hundred Forty Three and 50/100 Dollars (\$700,543.50).

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.

6. If all Parties agree, electronic signatures may be used in place of original signatures on this Amendment No. 5. 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. 5 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.

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CONSULTANT
WRECO, a California Corporation
1243 Alpine Rd., Suite 108
Walnut Creek, CA 94596
(925) 451-0017

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

*By: 


(sign here)

By: _____
Melissa Stevenson Diaz, City Manager

Han-Bin Liang, President

(print name/title)

ATTEST:

**By: 

(sign here)

Pamela Aguilar, City Clerk

Han-Bin Liang, Secretary

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

Itemized List of what Consultant will do for City and a Description of Price for Services including, if applicable, hourly rates.

Engineering Design Services for 101 Pedestrian Crossing

Man-Hour and Fee Estimate for the WRECO Project Team Tasks

Prepared for the City of Redwood City

Prepared by the WRECO Project Team

August 12, 2021

		Project Team	
		Subtotal Fee	Subtotal Hours
Task	Task Description		
6	CONSTRUCTION SUPPORT		
6.2	Additional Construction Support - Piles under US 101		
	Coordination with City	\$ 8,034.00	44
	Conference Call Meetings (City/Caltrans)	\$ 20,688.00	104
	Regulatory Permitting Coordination (Extension)	\$ 2,480.00	20
	Pile Drive Observation	\$ 1,260.00	6
	Additional Geotechnical Analysis and Memo	\$ 23,192.00	118
	Respond to RFIs	\$ 11,888.00	62
	Review Submittals	\$ 18,868.00	96
	Subtotal	\$ 86,410.00	450
	Phase II Subtotal	\$ 86,410.00	450
	OTHER DIRECT COST		
	Travel	\$ 590.00	
		\$ -	
	ODC Subtotal	\$ 590.00	

Total Amendment Cost	\$87,000.00	450
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\$ 87,000.00



1243 Alpine Road, Suite 108
 Walnut Creek, CA 94596
 Phone: 925.941.0017
 Fax: 925.941.0018
 www.wreco.com

HOURLY RATE SCHEDULE

Effective January 1, 2018

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Principal Professional	\$240.00	\$280.00	Senior Technician III	\$105.00	\$130.00
Supervising Professional II	\$200.00	\$240.00	Senior Technician II	\$90.00	\$105.00
Supervising Professional I	\$160.00	\$200.00	Senior Technician I	\$80.00	\$90.00
Senior Professional III	\$160.00	\$185.00	Technician III	\$65.00	\$80.00
Senior Professional II	\$130.00	\$160.00	Technician II	\$55.00	\$65.00
Senior Professional I	\$105.00	\$130.00	Technician I	\$40.00	\$55.00
Associate Professional III	\$105.00	\$120.00	Sr. Clerical / Tech Editor III	\$105.00	\$120.00
Associate Professional II	\$90.00	\$105.00	Sr. Clerical / Tech Editor II	\$95.00	\$105.00
Associate Professional I	\$80.00	\$90.00	Sr. Clerical / Tech Editor I	\$80.00	\$95.00
Staff Professional III	\$80.00	\$95.00	Clerical / Tech Editor III	\$65.00	\$80.00
Staff Professional II	\$65.00	\$80.00	Clerical / Tech Editor II	\$55.00	\$65.00
Staff Professional I	\$55.00	\$65.00	Clerical / Tech Editor I	\$40.00	\$55.00

- Professional staff includes Civil Engineers, Hydraulic Engineers, Geotechnical Engineers, Geologists, Biologists, and Environmental Scientists.
- Expenses are invoiced at 110% of cost.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.545 per mile) or as otherwise specified in contract.

| Civil Engineering | Environmental Compliance | Geotechnical Engineering | Water Resources |





Standard Schedule of Compensation

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement.

Hourly Rates

Principal	\$200/hour
Senior Associate	\$183/hour
Associate	\$173/hour
Senior Project Manager	\$157/hour
Project Manager 1	\$150/hour
Project Manager 2	\$142/hour
Construction Manager	\$153/hour
Job Captain	\$131/hour
Designer 1	\$123/hour
Designer 2	\$113/hour
Assistant Designer	\$100/hour
Project Administrator	\$105/hour
Accounting	\$126/hour

Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

Payments

Payments are due within ten days after monthly billing with amounts more than thirty days post due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

2018 BUR Fee Schedule.docx
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Landscape Architecture, Inc.



EXHIBIT A

Mark Thomas & Company, Inc. Rate Schedule

HOURLY CHARGE RATES

Engineering Services

Sr. Principal	\$388
Principal	\$357
Sr. Engineering Manager	\$313
Engineering Manager	\$267
Practice Area Leader	\$267
Sr. Project Manager	\$225
Sr. Technical Lead	\$225
Project Manager	\$186
Technical Lead	\$178
Sr. Project Engineer	\$158
Sr. Technical Engineer	\$158
Project Engineer	\$135
Design Engineer II	\$117
Design Engineer I	\$97
Sr. Technician	\$113
Technician	\$81
Intern	\$56

Survey Services

Sr. Survey Manager	\$210
Survey Manager	\$200
Sr. Project Surveyor	\$180
Project Surveyor	\$150
Sr. Surveyor	\$145
Surveyor	\$120
Lead Survey Technician	\$145
Sr. Survey Technician	\$120
Survey Technician	\$92
Survey Intern	\$70
Single Chief	\$130
Single Chainman	\$115
Apprentice	\$75
1 Person Field Crew	\$170
2 Person Field Crew	\$270
3 Person Field Crew	\$345

Urban Planning/Landscape Architecture Services

Sr. LAUD Division Manager	\$236
LAUD Division Manager	\$200
Sr. LAUD Project Manager	\$174
LAUD Project Manager	\$158
Sr. Project Landscape Architect	\$119
Project Landscape Architect	\$104
Landscape Designer	\$81
Intern	\$56

Project Support/Coordination Services

Sr. Project Accountant	\$121
Project Accountant	\$98
Sr. Project Coordinator	\$116
Project Coordinator	\$93
Sr. Project Assistant	\$87
Project Assistant	\$62
Sr. Technical Writer	\$102
Technical Writer	\$64
Sr. Graphic Designer	\$109
Graphic Designer	\$78

Special Services

Sr. Inspector	\$116
Inspector	\$82
Expert Witness	\$390
Strategic Consulting	\$390

OTHER DIRECT COSTS

Reimbursables including, but not limited to:

Reproductions, Filing Fees and Field Expenses	Cost Plus 5%
Mileage	Per IRS Rate
Outside Consultant Fees	Cost Plus 5%



ZEIGER ENGINEERS, INC.

478 3RD STREET, OAKLAND, CALIFORNIA 94607

TEL: (510) 452-9391

FAX: (510) 452-0661

www.zeigerengineers.com

BILLING RATE SCHEDULE

Principals	\$242.00
Senior Engineers	\$218.00
Engineers	\$194.00
Electrical Designer	\$164.00
CAD Operator	\$132.00
Jr. CAD Operators	\$97.00
Expert Witness	\$431.00
Administrative	\$124.00



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Resolution declaring the continued state of local emergency and affirming findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue remote meetings pursuant to AB 361 to preserve public health and safety

RECOMMENDATION

Adopt a resolution declaring the continued state of local emergency and affirming findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference in order to ensure the health and safety of the public.

STRATEGIC PLAN GUIDING PRINCIPLES

Healthy Community for All

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of Coronavirus (COVID-19).

Subsequently on March 12, 2020, the City of Redwood City adopted a [resolution](#) proclaiming the existence of a local emergency caused by the COVID-19, as cases began rising rapidly throughout San Mateo County. Following Governor Newsom's Executive Order [N-29-20](#) on March 17, 2020, Redwood City began holding virtual meetings using the Zoom teleconference platform. Provisions of N-29-20 were extended to September 30, 2021 through succeeding Executive Order [N-08-21](#).

The persistence of the Covid-19 pandemic necessitated a longer-term solution for conducting remote public meetings, as new variants of the virus emerged and local agencies remained under a state of local emergency. On September 16, 2021 Governor Newsom signed [Assembly Bill \(AB\) 361 \(Rivas\)](#) to allow local agencies to continue teleconferencing without adhering to the Brown Act's teleconferencing requirements when the Governor proclaims a state of emergency.

On October 11, 2021 the City Council adopted Resolution 15991 declaring a continued state of local emergency and made findings caused by the COVID-19 pandemic supporting continuation of remote meetings to preserve public health and safety. Under AB 361, the legislative body is required to make specified findings every 30 days in order to continue to meet under these abbreviated teleconferencing procedures. These findings apply to all other City bodies subject to the Ralph M. Brown Act.

ANALYSIS

AB 361 allows local legislative bodies to continue to meet remotely in any of the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. (Gov. Code § 54953(e)(1)(A)-(C).)

Staff has determined the following findings can be made to meet the above provisions of AB 361:

- The state of California remains under the COVID-19 state of emergency proclaimed by the Governor pursuant to the California Emergency Services Act
- The City of Redwood City remains under a state of local emergency pursuant to Resolution 15991
- The emergency continues to directly impact the ability of members to meet safely in person
- State or local officials continue to impose or recommend measures to promote social distancing (Gov. Code § 54953(e)(3)(B)(i)-(ii).)

Staff recommends that the City Council declare a continued state of local emergency and affirm the above findings so that the City may continue to teleconference public meetings without adhering to all of the Brown Act's teleconferencing requirements, in order to ensure the health and safety of the public.

FISCAL IMPACT

There is no fiscal impact associated with adopting the proposed resolution.

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 adopt the resolution, resulting in the City being unable to use the Brown Act exemptions allowed under AB 361.

ATTACHMENTS

Attachment A – Resolution 15991 adopted on October 11, 2021
Attachment B – Draft Resolution

REPORT PREPARED BY:

Yessika Dominguez, Assistant City Clerk
ydominguez@redwoodcity.org
(650) 780-7221

APPROVED BY:

Pamela Aguilar, City Clerk
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. 15991

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DECLARING THE CONTINUED STATE OF LOCAL EMERGENCY AND NEED FOR THE CITY COUNCIL AND OTHER CITY LEGISLATIVE BODIES SUBJECT TO THE RALPH M. BROWN ACT TO CONTINUE TO TELECONFERENCE IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC

WHEREAS, on March 4, 2020, the Governor of the State of California (“Governor”) proclaimed a State of Emergency pursuant to Government Code Section 8265 due to the COVID-19 pandemic, which State of Emergency remains in effect as of the date of this Resolution, as do the existence of conditions of extreme peril to the safety of persons within the state under which the proclamation was issued; and

WHEREAS, on March 16, 2020, the City Council adopted Resolution No. 15827 declaring a local emergency due to COVID-19, which local emergency remains in effect as of the date of this Resolution, as do the facts, circumstances, and emergency under which the declaration was issued; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other electronic means; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which terminated Executive Order N-29-20’s suspension of those Ralph M. Brown Act provisions related to teleconferencing on September 30, 2021; and

WHEREAS, the City, including its City Council and all other City legislative bodies subject to the Ralph M. Brown Act (“Brown Act Bodies”) have been holding meetings using teleconferencing and virtual meeting technology in an effort to help protect City officials, the public and City staff from COVID-19; and

WHEREAS, COVID-19 continues to spread and the Delta variant (a highly infectious COVID-19 strain) has emerged, resulting in ten times the number of confirmed COVID-19 cases throughout San Mateo County since June 2021; and

WHEREAS, the California Occupation Health and Safety Administration has issued COVID-19 Prevention Emergency Temporary Standards (“ETS”) which, among other things, require employees to wear masks indoors with limited exceptions, such as when they are eating and drinking, provided they can maintain six feet of distance from other persons; and

WHEREAS, on August 2 2021, in response to the Delta variant, the San Mateo County Health Department issued Order C19-12, which requires all individuals to wear face coverings when indoors in workplaces and public settings; and

WHEREAS, the City has made social distancing recommendations to its employees, including the recommendation that they maintain six feet of distance from each other whenever possible, that only two people use a shared bathroom at a time, and that employees should refrain from sharing food; and

WHEREAS, because of the rise in COVID-19 cases due to the Delta variant, the City is concerned about the health and safety of all individuals who intend to attend public meetings of the City in person; and

WHEREAS, on September 16, 2021, the Governor signed AB 361 into law as an urgency measure that went into effect immediately; and

WHEREAS, AB 361 authorizes local legislative bodies to continue to conduct meetings using teleconferencing without complying with the Ralph M. Brown Act's standard teleconferencing requirements if certain conditions are met; and

WHEREAS, AB 361 requires local findings that meeting in person would present an imminent risk to the health and safety of attendees; and

WHEREAS, the City desires to continue conducting public meetings of its Brown Act Bodies using teleconferencing as authorized by AB 361.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY RESOLVES AS FOLLOWS:

1. The City Council hereby finds and determines that the foregoing recitals are true and correct; the recitals are hereby incorporated by reference into each of the findings as though fully set forth therein.

2. The City Council has reviewed the need for continuing the local emergency as identified in Resolution No. 15827 and finds that such proclamation remains in effect as of the date of this Resolution, as do the facts, circumstances, and emergency under which they were issued, and finds that there is a need for continuing the local emergency.

3. In compliance with AB 361, the City Council makes the following findings:

- a. The City Council has reconsidered the circumstances of the state of emergency, and the state of emergency remains active; and
- b. The state of emergency continues to directly impact the ability of the City's Brown Act Bodies, as well as staff and members of the public, to meet safely in person.
- c. State or local officials continue to impose or recommend measures to promote social distancing.

4. Meetings of the City's Brown Act Bodies will continue to be conducted via teleconference, pursuant to AB 361.

5. This Resolution will be effective upon adoption.

* * *

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 11th day of October 2021 by the following votes:

AYES:	Aguirre, Espinoza-Garnica, Gee, Hale, Reddy, Smith and Mayor Howard
NOES:	None
ABSENT:	None
ABSTAINED:	None
RECUSED:	None



Diane Howard
Mayor of the City of Redwood City

Attest:



Pamela Aguilar, CMC
City Clerk of Redwood City

I hereby approve the foregoing
resolution this 11th day of October 2021.



Diane Howard
Mayor of the City of Redwood City

RESO. # 15991
MUFF # 301

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DECLARING THE CONTINUED STATE OF LOCAL EMERGENCY AND NEED FOR THE CITY COUNCIL AND OTHER CITY LEGISLATIVE BODIES SUBJECT TO THE RALPH M. BROWN ACT TO CONTINUE TO TELECONFERENCE IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC

WHEREAS, on March 4, 2020, the Governor of the State of California (“Governor”) proclaimed a State of Emergency pursuant to Government Code Section 8265 due to the COVID-19 pandemic, which State of Emergency remains in effect as of the date of this Resolution, as do the existence of conditions of extreme peril to the safety of persons within the state under which the proclamation was issued; and

WHEREAS, on March 16, 2020, the City Council adopted Resolution No. 15827 declaring a local emergency due to COVID-19, which local emergency remains in effect as of the date of this Resolution, as do the facts, circumstances, and emergency under which the declaration was issued; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other electronic means; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which terminated Executive Order N-29-20’s suspension of those Ralph M. Brown Act provisions related to teleconferencing on September 30, 2021; and

WHEREAS, the City, including its City Council and all other City legislative bodies subject to the Ralph M. Brown Act (“Brown Act Bodies”) have been holding meetings using teleconferencing and virtual meeting technology in an effort to help protect City officials, the public and City staff from COVID-19; and

WHEREAS, COVID-19 continues to spread and the Delta variant (a highly infectious COVID-19 strain) has emerged, resulting in ten times the number of confirmed COVID-19 cases throughout San Mateo County since June 2021; and

WHEREAS, the California Occupation Health and Safety Administration has issued COVID-19 Prevention Emergency Temporary Standards (“ETS”) which, among other things, require employees to wear masks indoors with limited exceptions, such as when they are eating and drinking, provided they can maintain six feet of distance from other persons; and

WHEREAS, on August 2 2021, in response to the Delta variant, the San Mateo County Health Department issued Order C19-12, which requires all individuals to wear face coverings when indoors in workplaces and public settings; and

WHEREAS, the City has made social distancing recommendations to its employees, including the recommendation that they maintain six feet of distance from each other whenever possible, that only two people use a shared bathroom at a time, and that employees should refrain from sharing food; and

WHEREAS, because of the rise in COVID-19 cases due to the Delta variant, the City is concerned about the health and safety of all individuals who intend to attend public meetings of the City in person; and

WHEREAS, on September 16, 2021, the Governor signed AB 361 into law as an urgency measure that went into effect immediately; and

WHEREAS, AB 361 authorizes local legislative bodies to continue to conduct meetings using teleconferencing without complying with the Ralph M. Brown Act's standard teleconferencing requirements if certain conditions are met; and

WHEREAS, AB 361 requires local findings that meeting in person would present an imminent risk to the health and safety of attendees; and

WHEREAS, on October 11, 2021 the City Council adopted Resolution No. 15991 declaring the continued state of local emergency caused by the COVID-19 pandemic and making findings on the need for the City Council and other Brown Act Bodies to continue to teleconference in order to ensure the health and safety of the public; and

WHEREAS, the City desires to continue conducting public meetings of its Brown Act Bodies using teleconferencing as authorized by AB 361.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY RESOLVES AS FOLLOWS:

1. The City Council hereby finds and determines that the foregoing recitals are true and correct; the recitals are hereby incorporated by reference into each of the findings as though fully set forth therein.
2. The City Council has reviewed the need for continuing the local emergency as identified in Resolution No. 15827 and finds that such proclamation remains in effect as of the date of this Resolution, as do the facts, circumstances, and emergency under which they were issued, and finds that there is a need for continuing the local emergency.
3. In compliance with AB 361, the City Council makes the following findings:
 - a. The City Council has reconsidered the circumstances of the state of emergency, and the state of emergency remains active; and
 - b. The state of emergency continues to directly impact the ability of the City's Brown Act Bodies, as well as staff and members of the public, to meet safely in person.
 - c. State or local officials continue to impose or recommend measures to promote social distancing.

6.D. - Page 9 of 9

4. Meetings of the City's Brown Act Bodies will continue to be conducted via teleconference, pursuant to AB 361.

5. The City Council and the City's Brown Act Bodies will comply with the requirements to provide the public with access to the meetings as prescribed in Government Code § 54953(e)(2).

6. This Resolution will be effective upon adoption.

* * *



STAFF REPORT

To the Honorable Mayor and City Council From the City Manager

DATE: October 25, 2021

SUBJECT

FY 2020-2021 Library budget amendment to account for expenditures funded by grants to the Library Department

RECOMMENDATION

Adopt a resolution of the City Council of the City of Redwood City appropriating and transferring certain funds for specified purposes to conform the budgeted amounts to actual expenditures for transactions that have occurred during FY 2020-21.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City Council takes many actions throughout the fiscal year to modify the current fiscal year's Adopted Budget. In addition, as staff monitors actual revenues and expenditures during the fiscal year, projections are updated and budget adjustments are proposed as appropriate. Staff usually presents such changes to the City Council for approval twice a year: once during the fiscal mid-year report typically presented in February, and once at fiscal year-end, typically in June.

When the City Council adopted the FY 2020-2021 year-end budget amendments on June 14, 2021 via Resolution No. 15958, the resolution omitted certain expenditure adjustments for the Library budget resulting from grants received by the Library department. The resolution did increase the revenue side of the budget for these grants.

ANALYSIS

The following table summarizes currently recommended changes in budgeted appropriations for expenditures by fund type. A detailed explanation of these revisions is provided in the exhibits to the resolution in Attachment A (Exhibit A – Changes in Expenditures and Transfers Out).

Summary of Recommended Budget Changes by Fund Type			
	<u>Revenues</u>	<u>Expenditures</u>	<u>Net Change in Fund Balance</u>
	\$	\$	\$
General Fund	0	429,290	-429,290
Total Revisions	0	429,290	-429,290

FISCAL IMPACT

A General Fund increase of \$429,290 in new grant revenue was already implemented on June 14, 2021. This revenue is included in the projected fund balance for FY 2020/21. Budgeting for the expenditures associated with the grant reduces the General Fund fund balance.

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 elect not to approve the recommended adjustments. This would result in a shortfall of \$429,290 in the FY2020–2021 budget for the Library Department when the FY 2020-21 books are closed.

ATTACHMENTS

Attachment A – Resolution appropriating and transferring certain funds for specified purposes during FY 2020-21 (including Exhibit A - Changes in Expenditures and Transfers Out)

REPORT PREPARED BY:

Derek Wolfram, Library Director
dwolfram@redwoodcity.org
(650) 780-7060

APPROVED BY:

Derek Wolfram, Library Director
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROPRIATING AND TRANSFERRING CERTAIN FUNDS FOR SPECIFIED PURPOSES TO CONFORM THE BUDGETED AMOUNTS TO ACTUAL EXPENDITURES FOR TRANSACTIONS THAT HAVE OCCURRED DURING FY 2020-21

WHEREAS, during the course of a fiscal year, the City Council may take actions that change or modify the City's existing and approved budgets; and

WHEREAS, grants and revenue are received during the course of the fiscal year with were not anticipated when the City's budgets were first approved; and

WHEREAS, appropriations need to be established in order for staff to utilize grants and revenues received; and

WHEREAS, generally, twice a year staff will present appropriation changes to the City Council for approval; and

WHEREAS, Resolution No. 15958, adopted on June 14, 2021, omitted certain expenditure adjustments for the Library department budget; and

WHEREAS, staff has presented written documentation, which is attached hereto as Exhibit "A" which sets forth in particularity the changes in expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The following stated amounts, as set forth in full in Exhibit "A" which is attached hereto and made a part hereof, are hereby appropriated and transferred for specific purposes to conform the budgeted amounts to actual expenditures approved for transactions, which have occurred during fiscal year 2020-2021:

Summary of Recommended Budget Changes by Fund Type			
	<u>Revenues</u>	<u>Expenditures</u>	<u>Net Change in</u>
	\$	\$	<u>Fund Balance</u>
			\$
General Fund	0	429,290	-429,290
Total Revisions	0	429,290	-429,290

This Council does hereby establish as the appropriation revisions for Fiscal Year 2020-2021.

* * *

Exhibit "A"
CITY OF REDWOOD CITY FY 2020-21
Changes in Expenditures and Transfers Out
October 11, 2021

General Fund

A-1	Library	Increase expenditure budget for the Sensory Friendly Story time grant project	36,388
A-2	Library	Increase expenditure budget for the 2020 Census grant project	25,000
A-3	Library	Increase expenditure budget for the PLP FY19-20 Innovation Grant – Library Bike Stop project	8,000
A-4	Library	Increase expenditure budget to reflect grant funds received for Project READ.	359,902
Total General Fund			\$ 429,290

Total Expenditure Change **\$ 429,290**



STAFF REPORT

To the Honorable Mayor and City Council From the City Manager

DATE: October 25, 2021

SUBJECT

Response to San Mateo County Civil Grand Jury Report: "Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act"

RECOMMENDATION

Approve Attachment 1, a letter responding to the July 27, 2021 San Mateo County Civil Grand Jury Report entitled "Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act", and authorize the Mayor to execute and transmit the letter.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

On July 27, 2021, the San Mateo County Civil Grand Jury filed an investigative report containing findings and recommendations regarding San Mateo County Law Enforcement Agencies' readiness to collect and report Racial and Identity Profiling Act (RIPA) stop data and if that data would be used to build trust within the community and improve their departments. As one of the agencies affected by the San Mateo County Civil Grand Jury Report, the City is required to prepare a response to the findings and recommendations, consider the response at a public meeting, and submit the response by October 27, 2021.

In 2015, California Assembly Bill 953 enacted the Racial and Identity Profiling Act (RIPA). RIPA requires law enforcement agencies to collect data on every detention an officer makes and capture the officer's initial perception of the person being detained. The data collection requirement began in 2018 for the State's largest Law Enforcement Agency (LEA) and expanded each year to the next largest LEA. Redwood City, along with every Law Enforcement Agency in San Mateo County, must start collecting stop data starting January 1, 2022 and submit stop data to the California Department of Justice annually starting April 1,

2023.

Assembly Bill 953 also created the Racial and Identity Profiling Advisory Board. The RIPA Advisory Board publishes an annual report examining the stop data and complaint data collected in the prior year. The report notes problems, shares successes and offers informed recommendations on preventing and addressing racial and identity profiling.

The Redwood City Police Department began preparing for RIPA implementation in early 2021 and is currently testing and confirming their readiness for RIPA data collection mandated to begin January 1, 2022. The San Mateo County Civil Grand Jury Report's findings and recommendations, as well as the City of Redwood City's proposed responses, are outlined in the response letter attached to this staff report.

ANALYSIS

Staff has reviewed the San Mateo County Civil Grand Jury's findings and recommendations and has prepared a letter for the Mayor's signature which responds to the report. The proposed response demonstrates the City supports the recommendations made in the report. In fact, many of the recommendations have already been implemented.

San Mateo County Civil Grand Jury Findings:

The City is required to respond to findings F1-F6 and F8 in the report. For each finding the City must state whether the City agrees with the finding, or disagrees wholly or partially with the finding. The proposed response to each finding is provided below.

F1. LEAs in SMC are aware of RIPA data requirements, including the requirement that data collection starts on January 1, 2022.

Partially Disagree: Agree with finding as to Redwood City.

We have no independent knowledge to agree nor disagree with the finding that other County LEAs are aware of RIPA data requirements.

F2. County LEAs vary in their degree of understanding of: RIPA data collection requirements, technological options for collecting data, and the need for procedures and training to collect and report the data. The LEA's RIPA-preparedness correlates to their understanding of RIPA requirements.

Partially Disagree: Redwood City is well aware of the reporting requirements and data collection associated with RIPA and has secured appropriate technology to automate the collection process, including specific policy directives and training lesson plans that prompt efficient participation in RIPA reporting.

We have no independent knowledge to agree nor disagree with the finding that other County LEAs vary in their degree of understanding about RIPA.

F3. Burlingame and Menlo Park are to be commended for publicly announcing their plans for early implementation of RIPA data collection and reporting to CA DOJ. The other fifteen LEAs were in various stages of planning and acquiring their RIPA data collection system.

Partially Disagree: Agree that Redwood City has not implemented RIPA data collection and reporting, but has a plan in place and secured appropriate technology to automate the collection process.

We have no independent knowledge to agree nor disagree with the finding as to other County LEAs.

F4. The San Mateo County Chiefs & Sheriff Association RIPA Subcommittee provides a convenient forum for LEAs to benefit from peer learning and collaboration for RIPA planning, testing, deployment and best practices.

Agree.

F5. Some LEAs mistakenly believe the County Dispatch System will handle their RIPA data collection.

Partially Disagree: Redwood City is aware that County Dispatch will not handle Redwood City's RIPA data collection.

We have no independent knowledge to agree nor disagree with this finding as to other County LEAs.

F6. LEAs vary in their understanding that implementing RIPA Board recommendations would build greater trust with their communities.

Partially Disagree: Redwood City is aware that implementing RIPA Board recommendations has the potential to build greater trust with our community.

We have no independent knowledge to agree nor disagree with this finding as to other County LEAs.

F8. Between now and 2022, sixteen county LEAs have plans for "regularly analyzing data, in consultation with [academics, police commissions, civilian review bodies, or advisory boards], to assist in identifying practices that may have a disparate impact on any group relative to the general population."

Partially Disagree. Redwood City has such a plan, but we do not have independent knowledge to agree or disagree with the finding for 15 other LEAs.

San Mateo County Civil Grand Jury Recommendations:

The City is required to respond to the seven of the eight recommendations in the San Mateo County Civil Grand Jury Report.

R1. Each LEA must have a fully developed implementation plan for complying with RIPA. The plan should include data collection and reporting, training methods, policies and procedures, roll-out plans, personnel allocation, systems testing and data auditing. The plan should be reviewed and approved by October 30, 2021.

Implemented: Redwood City has a plan in place, including all of the listed items.

R2. Each LEA needs to acquire the necessary software and hardware required to comply with RIPA by October 30, 2021, in order to complete testing within 30 days and to go live by January 1, 2022.

Implemented: Redwood City has the necessary software and hardware.

R3. Each LEA must test and confirm their readiness for RIPA data collection by November 30, 2021.

Implemented: Redwood City began testing on August 30, 2021 and expects to be able to confirm readiness for RIPA data collection by November 30, 2021.

R4. Each LEA should provide regular updates to their governing entities, on their progress toward preparing for the required RIPA data collection starting on October 15, 2021.

Implemented: The City Manager and Police Chief of Redwood City regularly provide updates on key projects, such as RIPA, during City Council meetings and/or routine communication. City staff are also providing updates to the City Council's Police Advisory Committee.

R5. Each LEA should, on a quarterly basis, starting in the second quarter of 2022, provide reports on RIPA data and how it is being used to address potential identity biases, including supervisory oversight (as defined by the RIPA Board). The report should be posted and easily viewable on the entity's website.

Requires Further Analysis: We agree with the premise. However, without knowing in advance the amount of data that will be collected, it would be premature to commit to analyzing and acting on data that could potentially be too limited to be meaningful. The second quarter of 2023 is a more likely timeframe for implementation of this recommendation.

R6. By February 1, 2022, each LEA should begin considering how to obtain and use insights gained from the RIPA data to improve the operation of its department by combating implicit bias in policing and pursuing greater community trust by implementing the RIPA Board's growing list of policing best practices.

Not Yet Implemented: Given the future date of this recommendation, it is not possible for this to have been already implemented. However, we do agree with the recommendation and intend to implement it within the suggested timeframe.

R7. By February 1, 2022, each LEA should consider community engagement and transparency, including the possible use of "academics, police commissions, civilian review bodies, or advisory boards" as a mechanism to build community trust and provide bias-free policing.

Implemented: Redwood City has a long-standing history of utilizing community engagement and partnerships with academic institutions to build community trust and enhance police services. The Police Advisory Committee formed in 2021, as well as our partnership with Stanford's John W. Gardner Center for Youth and Their Communities, serve as examples of our commitment to this principle.

FISCAL IMPACT

There is no fiscal impact from responding to the San Mateo County Civil Grand Jury Report.

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

1. Approve the letter responding to the San Mateo County Civil Grand Jury Report with changes.
2. Do not approve the letter responding to the San Mateo County Grand Jury recommendation and provide alternative direction to staff.

ATTACHMENTS

Attachment A – Response Letter from the City regarding San Mateo County Civil Grand Jury Report: “Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act”

Attachment B – San Mateo County Civil Grand Jury Report entitled “Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act”

REPORT PREPARED BY:

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

APPROVED BY:

Dan Mulholland, Police Chief
Melissa Stevenson Diaz, City Manager

6.F. - Page 6 of 57

Mayor Diane Howard
Vice Mayor Giselle Hale

Council Members
Alicia C. Aguirre
Lissette Espinoza-Garnica
Jeff Gee
Diana Reddy
Michael A. Smith



1017 MIDDLEFIELD ROAD
Redwood City, California 94063
Telephone (650) 780-7220
www.redwoodcity.org

October 25, 2021

Honorable Amarra A. Lee
Judge of the Superior Court
400 County Center; 2nd Floor
Redwood City, CA 94063-1655
(Sent via email)

RE: Grand Jury Report: “Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act”

Dear Judge Lee:

On behalf of the City Council of the City of Redwood City, I would like to thank you for the opportunity to respond to the Grand Jury Report dated July 27, 2021, regarding the Racial and Identity Profiling Act (RIPA). The following response to the Grand Jury Report was reviewed and approved by the City Council at its meeting on October 25, 2021.

Pursuant to Penal Code Section 933.05, the Grand Jury requested responses from the City of Redwood City on Findings 1 through 6, and 8. The Findings and the City’s response are detailed as follows:

F1. LEAs in SMC are aware of RIPA data requirements, including the requirement that data collection starts on January 1, 2022.

Partially Disagree: Agree with finding as to Redwood City.

We have no independent knowledge to agree nor disagree with the finding that other County LEAs are aware of RIPA data requirements.

F2. County LEAs vary in their degree of understanding of: RIPA data collection requirements, technological options for collecting data, and the need for procedures and training to collect and report the data. The LEA’s RIPA-preparedness correlates to their understanding of RIPA requirements.

Partially Disagree: Redwood City is well aware of the reporting requirements and data collection associated with RIPA and has secured appropriate technology to automate the collection process, including specific policy directives and training lesson plans that prompt efficient participation in RIPA reporting.

6.F. - Page 7 of 57

We have no independent knowledge to agree nor disagree with the finding that other County LEAs vary in their degree of understanding about RIPA.

F3. Burlingame and Menlo Park are to be commended for publicly announcing their plans for early implementation of RIPA data collection and reporting to CA DOJ. The other fifteen LEAs were in various stages of planning and acquiring their RIPA data collection system.

Partially Disagree: Agree that Redwood City has not implemented RIPA data collection and reporting, but has a plan in place and secured appropriate technology to automate the collection process.

We have no independent knowledge to agree nor disagree with the finding as to other County LEAs.

F4. The San Mateo County Chiefs & Sheriff Association RIPA Subcommittee provides a convenient forum for LEAs to benefit from peer learning and collaboration for RIPA planning, testing, deployment and best practices.

Agree

F5. Some LEAs mistakenly believe the County Dispatch System will handle their RIPA data collection.

Partially Disagree: Redwood City is aware that County Dispatch will not handle Redwood City's RIPA data collection.

We have no independent knowledge to agree nor disagree with this finding as to other County LEAs.

F6. LEAs vary in their understanding that implementing RIPA Board recommendations would build greater trust with their communities.

Partially Disagree: Redwood City is aware that implementing RIPA Board recommendations has the potential to build greater trust with our community.

We have no independent knowledge to agree nor disagree with this finding as to other County LEAs.

F8. Between now and 2022, sixteen county LEAs have plans for "regularly analyzing data, in consultation with [academics, police commissions, civilian review bodies, or advisory boards], to assist in identifying practices that may have a disparate impact on any group relative to the general population."

Partially Disagree. Redwood City has such a plan, but we do not have independent knowledge to agree or disagree with the finding for 15 other LEAs.

Pursuant to Penal Code Section 933.05, the Grand Jury requested responses from the City of Redwood City on Recommendations 1 through 7. The Recommendations and the City's response are detailed as follows:

R1. Each LEA must have a fully developed implementation plan for complying with RIPA. The plan should include data collection and reporting, training methods, policies and procedures, roll-out plans, personnel allocation, systems testing and data auditing. The plan should be reviewed and approved by October 30, 2021.

Implemented: Redwood City has a plan in place, including all of the listed items.

R2. Each LEA needs to acquire the necessary software and hardware required to comply with RIPA by October 30, 2021, in order to complete testing within 30 days and to go live by January 1, 2022.

Implemented: Redwood City has the necessary software and hardware.

R3. Each LEA must test and confirm their readiness for RIPA data collection by November 30, 2021.

Implemented: Redwood City began testing on August 30, 2021.

R4. Each LEA should provide regular updates to their governing entities, on their progress toward preparing for the required RIPA data collection starting on October 15, 2021.

Implemented: The City Manager and Police Chief of Redwood City regularly provide updates on key projects, such as RIPA, during City Council meetings and/or routine communication.

R5. Each LEA should, on a quarterly basis, starting in the second quarter of 2022, provide reports on RIPA data and how it is being used to address potential identity biases, including supervisory oversight (as defined by the RIPA Board). The report should be posted and easily viewable on the entity's website.

Requires Further Analysis: We agree with the premise. However, without knowing in advance the amount of data that will be collected, it would be premature to commit to analyzing and acting on data that could potentially be too limited to be meaningful. The second quarter of 2023 is a more likely timeframe for implementation of this recommendation.

R6. By February 1, 2022, each LEA should begin considering how to obtain and use insights gained from the RIPA data to improve the operation of its department by combating implicit bias in policing and pursuing greater community trust by implementing the RIPA Board's growing list of policing best practices.

Not Yet Implemented: Given the future date of this recommendation, it is not possible for this to have been already implemented. However, we do agree with the recommendation and intend to implement it within the suggested timeframe.

6.F. - Page 9 of 57

R7. By February 1, 2022, each LEA should consider community engagement and transparency, including the possible use of “academics, police commissions, civilian review bodies, or advisory boards” as a mechanism to build community trust and provide bias-free policing.

Implemented: Redwood City has a long-standing history of utilizing community engagement and partnerships with academic institutions to build community trust and enhance police services. The Police Advisory Committee formed in 2021, as well as our partnership with Stanford’s John W. Gardner Center for Youth and Their Communities, serve as examples of our commitment to this principle.

Sincerely,

Diane Howard, Mayor
City of Redwood City

CC: City Council, Redwood City
Melissa Stevenson Diaz, City Manager
Dan Mulholland, Chief of Police



Superior Court of California, County of San Mateo
Hall of Justice and Records
400 County Center
Redwood City, CA 94063-1655

NEAL TANIGUCHI
COURT EXECUTIVE OFFICER
CLERK & JURY COMMISSIONER

(650) 261-5066
FAX (650) 261-5147
www.sanmateocourt.org

July 27, 2021

City Council
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063



Re: Grand Jury Report: "Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act"

Dear Councilmembers:

The 2020-2021 Grand Jury filed a report on July 27, 2021 which contains findings and recommendations pertaining to your agency. Your agency must submit comments, within 90 days, to the Hon. Amarra A. Lee. Your agency's response is due no later than October 27, 2021. **Please note that the response should indicate that it was approved by your governing body at a public meeting.**

For all findings, your responding agency shall indicate one of the following:

21. The respondent agrees with the finding.
22. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

Additionally, as to each Grand Jury recommendation, your responding agency shall report one of the following actions:

41. The recommendation has been implemented, with a summary regarding the implemented action.
42. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
43. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
44. The recommendation will not be implemented because it is not warranted or reasonable, with an explanation therefore.

Kindly submit your responses in ALL of the following formats:

31. Responses to be placed on file with the Clerk of the Court by the Court Executive Office.

- Prepare original on your agency's letterhead, indicate the date of the public meeting that your governing body approved the response address and mail to:

Hon. Amarra A. Lee
Judge of the Superior Court
c/o Jenarda Dubois
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655.

32. Responses to be placed at the Grand Jury website.

- Scan response and send by e-mail to: grandjury@sanmateocourt.org. (Insert agency name if it is not indicated at the top of your response.)

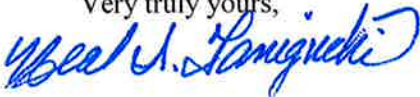
33. Responses to be placed with the clerk of your agency.

- File a copy of the response directly with the clerk of your agency. Do not send this copy to the Court.

For up to 45 days after the end of the term, the foreperson and the foreperson's designees are available to clarify the recommendations of the report. To reach the foreperson, please call the Grand Jury Clerk at (650) 261-5066.

If you have any questions regarding these procedures, please do not hesitate to contact David Silberman, Chief Deputy County Counsel, at (650) 363-4749.

Very truly yours,



Neal Taniguchi
Court Executive Officer

Enclosure

cc: Hon. Amarra A. Lee
David Silberman



**BUILDING GREATER TRUST BETWEEN
THE COMMUNITY & LAW ENFORCEMENT
VIA THE RACIAL AND IDENTITY PROFILING ACT**

ISSUE

California enacted the Racial and Identity Profiling Act in 2015 (RIPA, Assembly Bill 953), to highlight one of the more serious problems that can obstruct effective and fair law enforcement: implicit bias and racial and identity profiling. By requiring “stop data,” be documented and reported, law enforcement agencies will gain a tool to improve racial and identity awareness in law enforcement.

Are San Mateo County Law Enforcement Agencies (LEAs) ready to collect and report the RIPA stop data? Will the LEAs use the data to build trust within the community and improve their departments?

SUMMARY

Professor Paul Butler of Georgetown University Law Center in an NPR interview shared:

In my class at Georgetown, I have a real-life police officer come and talk to my students about what it's like to be a cop in D.C. And to demonstrate how much power he has, he plays a game with the students where he invites them to come on a ride-along, sit in the back seat of his car for a night, and the game is called **“Pick That Car.”** And he tells the student, **pick any car you want on the street, and I'll stop it. He's a good cop. He waits until he finds a legal reason.** But he says that he can follow any car for four or five minutes, and he'll find a reason. There are so many traffic infractions that any time you drive, you commit one. And **that gives police an extraordinary amount of power,** and we know that they selectively use this power against Black and brown people.¹

Peace officers² have a great deal of individual discretion on who they stop. And, as is true of all humans, they have implicit biases. Addressing implicit bias is key to addressing racism, reducing inequities in policing, and helping to eliminate needless or unwarranted peace officer-initiated

¹ NPR Interview with Paul Butler, April 16, 2021, <https://www.npr.org/transcripts/987956420> (emphasis added)

² The terms peace officer and police officer are used interchangeably in this report. The RIPA Board prefers “peace officer.”

shootings.³ The connection between racism and implicit bias is well documented,⁴ as is the fact that racism is present at individual and institutional levels.⁵

California's 2015 Racial and Identity Profiling Act, AB 953, seeks to address potential racial and identity profiling by peace officers.⁶ RIPA requires law enforcement agencies (LEAs) to collect data on every stop⁷ and capture the officer's *initial perception* of the people stopped. This data can help identify whether one demographic group is being stopped and searched more frequently than others due to implicit biases. The data collection requirement began in 2018 for the State's largest LEAs and expanded each year to the next largest LEAs. Every LEA in the County must collect stop data starting January 1, 2022 and submit stop data to the California Department of Justice (CA DOJ) annually, starting April 1, 2023.

The RIPA Advisory Board (RIPA Board) publishes an annual report examining the stop data and complaint data collected in the prior year. The report notes problems, shares successes, and offers informed recommendations on preventing and addressing racial and identity profiling. The report is released to the public at the end of the year or start of the next year. Thus, there is a significant lag time between the data collection and the RIPA Board report. Accordingly, the 2021 report, issued in January of this year, covers the stop data from 2019. If an LEA submits data identifying a potential problem but takes no action until the Board report is issued, it will be a reaction to the data versus a proactive response by the LEA in a timelier fashion.

For this Grand Jury report, all seventeen of the County's LEAs were surveyed and subsequently interviewed to ascertain their progress and plans for:

- RIPA data collection and reporting;
- using insights gained from the RIPA data to improve the operation of their departments by combating implicit bias in policing; and

³ Racial Equity Tools, Act, Communicating, Implicit Bias

<https://www.racialequitytools.org/resources/act/communicating/implicit-bias>

⁴ Gaertner S, Dovidio JF. "The aversive form of racism." In: Dovidio JF, Gaertner S, editors. *Prejudice, discrimination, and racism*. Orlando: Academic Press; 1986. pp. 61–89

⁵ Jones CP. "Levels of racism: a theoretic framework and a gardener's tale." *Am J Public Health*. 2000;90(8):1212-1215. doi:10.2105/ajph.90.8.1212

⁶ RIPA definition: "[P]eace officer, ... is limited to members of the California Highway Patrol, a city or county law enforcement agency, and California state or university educational institutions. "Peace officer," as used in this section, does not include probation officers and officers in a custodial setting." (Gov. Code, § 12525.5 (g)(1).)

⁷ RIPA definition: "[S]top' means any detention by a peace officer of a person, or any peace officer interaction with a person in which the peace officer conducts a search, including a consensual search, of the person's body or property in the person's possession or control." (Gov. Code, § 12525.5 (g)(2).)

- pursuing greater community trust by implementing the RIPA Board’s growing list of policing best practices.

Those best practices include “community-based accountability.”⁸

The Board encourages law enforcement agencies to partner with local community-based organizations or colleges or universities to help with analyzing the data that drives the implementation of these best practices.⁹

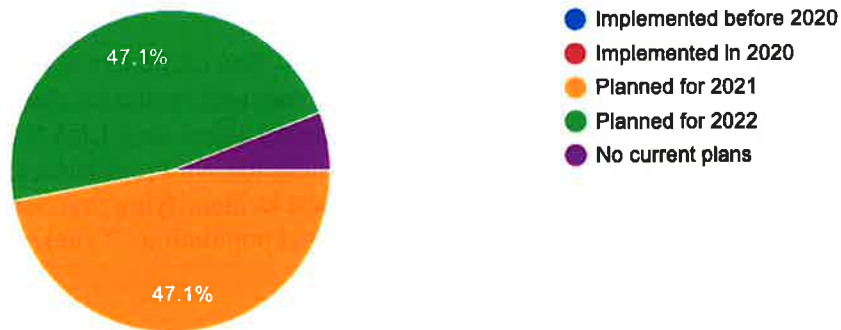
The Grand Jury found, as of the first quarter of 2021, two of the County’s LEAs are ahead in preparing for RIPA data collection, others are on track and should be able to comply, and a few are lagging in implementation. The Grand Jury survey asked each I.F.A their “plans for RIPA recommendation: ‘regularly analyze data, in consultation with [academics, police commissions, civilian review bodies, or advisory boards], to assist in identifying practices that may have a disparate impact on any group relative to the general population.’” Their responses are summarized in the chart below:

⁸ Racial & Identity Profiling Advisory Board, 2021, “Annual Report 2021,” at p. 91, <https://oag.ca.gov/sites/all/files/agweb/pdfs/ripa/ripa-board-report-2021.pdf>

⁹ 2021 RIPA Report Best Practices (ca.gov) <https://oag.ca.gov/sites/all/files/agweb/pdfs/ripa/ripa-best-practices-2021.pdf>

What are your plans for RIPA recommendation: "regularly analyze data, in consultation with [academics, police commissions, civilian review bodies, or advisory boards], to assist in identifying practices that may have a disparate impact on any group relative to the general population."

17 responses



The Grand Jury recommends that all LEAs, in collaboration with their governing bodies:

1. finalize, implement, and test departmental systems and processes to collect and analyze RIPA stop data;
2. *start* collecting RIPA stop data *as soon as possible*, including earlier than the mandatory data collection date, to gain time to test, validate, and improve processes, and begin evaluating the collected data to identify possible signs of biased-policing;
3. plan how to analyze the RIPA stop data to improve local policing activities by “regularly analyzing data, in consultation with [academics, police commissions, civilian review bodies, or advisory boards], to assist in identifying practices that may have a disparate impact on any group relative to the general population;” and
4. evaluate and consider RIPA Board recommendations and peer-LEA examples of community engagement and transparency to build community trust and provide bias-free policing, sought by all stakeholders.¹⁰

¹⁰ Stakeholders include local governance leaders (city/town councils, Boards of Supervisors), residents, local community leaders and organizers, to name a few.

GLOSSARY

Bias – prejudice in favor of or against one thing, person, or group compared with another, usually in a way considered to be unfair.¹¹

Bias by proxy – “when an individual calls the police and makes false or ill-informed claims about persons they dislike or are biased against.”¹² The bias starts outside the agency.

BOS – Board of Supervisors, San Mateo County.

CAD – Computer Aided Dispatch; used by public safety agencies to dispatch public safety personnel and to respond to calls.

CA DOJ – California Department of Justice.

Contracting Entities – The Sheriff’s Office “provides contract law enforcement services for the cities of Half Moon Bay, Millbrae, San Carlos ... the towns of Portola Valley and Woodside, as well as for the Peninsula Corridor Joint Powers Board and the San Mateo County Transit District.”¹³ This report restricted itself to the contracting entities that are towns and cities.

County – San Mateo County.

Implicit Bias – The RIPA Board defines implicit bias as “the attitudes or stereotypes that affect a person’s understanding, actions, and decisions in an unconscious manner.”

LEA – Law Enforcement Agency – a police department or the County Sheriff’s Office.

POST – The California Commission on Peace Officer Standards and Training (POST), established by the Legislature in 1959.

RIPA – The Racial and Identity Profiling Act of 2015, California Assembly Bill 953.¹⁴

RIPA Advisory Board – Racial and Identity Profiling Advisory Board, created by AB 953.

¹¹ Unconscious Bias | diversity.ucsf.edu <https://diversity.ucsf.edu/resources/unconscious-bias>

¹² Racial & Identity Profiling Advisory Board, “2021 Best Practices,” p. 3, available at Racial and Identity Profiling Advisory Board | State of California - Department of Justice - Office of the Attorney General <https://oag.ca.gov/ab953/board>

¹³ San Mateo County Sheriff’s Office. “Patrol Services.” Undated. <https://www.smcsheriff.com/patrol-services>

¹⁴ An act to add Section 12525.5 to the Government Code, and to amend Sections 13012 and 13519.4 of the Penal Code, relating to racial profiling.

SDCS – Stop Data Collection System, the CA DOJ RIPA data input portal.

SMC – San Mateo County.

Stop – “means (1) any detention by a peace officer of a person; or (2) any peace officer interaction with a person in which the peace officer conducts a search, including a consensual search, of the person’s body or property in the person’s possession or control.”¹⁵

Stop data – the specific racial and identity data required to be collected under RIPA.

BACKGROUND

RIPA: The Racial and Identity Profiling Act (AB 953) & the RIPA Advisory Board

The 2015 Racial and Identity Profiling Act (AB 953) is designed to address potential racial and identity profiling by peace officers. Key provisions of RIPA:

1. required all LEAs in the State to collect peace officer *perceived* demographic and relevant data on all pedestrian and traffic stops and provide that data to the CA DOJ for public reporting and analysis purposes;
2. created the Racial and Identity Profiling Advisory Board (RIPA Board) to oversee RIPA implementation and guide LEAs on appropriate procedures, training and best practices; and
3. changed existing laws on the reporting of civilian complaints (Pen. Code, § 13012) and updated POST training guidelines.¹⁶

This report focuses on the first two provisions. The *annual* data collection requirement began with the State’s largest LEAs, which submitted their initial data, covering the last half of 2018, to the CA DOJ in 2019. RIPA expanded each year to smaller LEAs each year. All County LEAs are required to start collecting RIPA data on January 1, 2022 and to submit the data to CA DOJ by April 1, 2023. The data collection focuses on implicit bias by capturing the officer’s *initial perception* of the person’s race, sex, gender identity, sexual preference, age, physical or mental handicap, and English fluency.

Unlike existing data on traffic citations, arrests, and other interactions, the focus of the RIPA data is on the officer’s observation and *perception* of the stopped person’s race and identity. AB

¹⁵ Cal. Govt. Code § 12525.5(g)(2)

¹⁶ California DOJ webinar presentation “Reporting Stop Data for the Racial & Identity Profiling Act” for the California Police Chiefs Association. October 21, 2020.

953 also expanded and clarified the definition of racial and identity profiling as “the consideration of, or reliance on, to any degree, actual or perceived race, color, ethnicity, national origin, age, religion, gender identity or expression, sexual orientation, or mental or physical disability in deciding which persons to subject to a stop or in deciding upon the scope or substance of law enforcement activities following a stop, except that an officer may consider or rely on characteristics listed in a specific suspect description.”¹⁷

The law specifically requires that “the identification of these characteristics shall be based on the observation and perception of the peace officer making the stop, and the information shall not be requested from the person stopped.”¹⁸ RIPA also requires that *any detention* of a person by a peace officer, *or any peace officer interaction with a person in which the officer conducts a search, including a consensual search, is recorded.*¹⁹ Thus, a traffic stop that only resulted in a warning also generates a RIPA data record, unlike previous practice where citations resulted in a record, but warnings did not.

In California there are two main types of local law enforcement agencies: first, police departments, which operate in cities and towns (or special districts) and are headed by a police chief. The police chief is hired by and reports to a city or town manager, who in turn are governed by a city or town council. The other LEA in a county is the county sheriff. A sheriff is elected by the county residents. The Sheriff does *not* report to the county board of supervisors. And a county board of supervisors is specifically barred from obstructing the “constitutionally and statutorily designated investigative ... functions of the sheriff of the county...”²⁰

The 19-member RIPA Board includes a wide range of stakeholders, representing law enforcement, academia, religious clergy, and the community.²¹ Annually, the RIPA Board:

- analyzes the stop data information, by LEA;
- analyzes current law enforcement training;
- works in partnership with State and local law enforcement agencies to review and analyze racial/identity profiling policies/practices across geographic areas in California;

¹⁷ <https://oag.ca.gov/ab953> The entirety of the new definition can be found in Penal Code section 13519.4, subdivision (e).

¹⁸ Govt. Code §12525.5(b)(6)

¹⁹ California DOJ webinar presentation “Reporting Stop Data for the Racial & Identity Profiling Act” for the California Police Chiefs Association. October 21, 2020.

²⁰ California Government Code Section 25303

²¹ California Penal Code Section 13519.4(j)(2)

- makes policy recommendations for eliminating racial and identity profiling,²² and
- publishes the following three reports:
 - An Annual Report detailing the past and current status of racial and identity profiling,
 - A Quick Facts document showing a statewide summary of the stop data (see Appendices F and G), and
 - A Best Practices document²³

**RIPA | RACIAL AND IDENTITY PROFILING ACT
2020 REPORT QUICK FACTS**

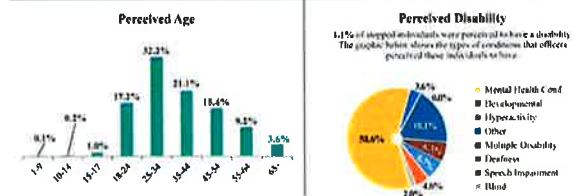
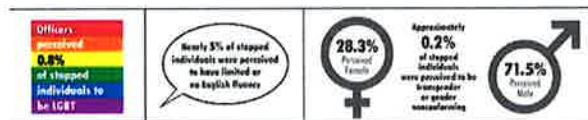
Between July 1, 2018 to December 31, 2018 the eight largest agencies in California collected data on vehicle and pedestrian stops. RIPA officers in stop as a detention or search.

California Highway Patrol
Los Angeles County Sheriff's Department
Los Angeles Police Department
Riverside County Sheriff's Department

San Bernardino County Sheriff's Department
San Diego County Sheriff's Department
San Diego Police Department
San Francisco Police Department



Demographics of Stopped Individuals



followed-up with interviews of all seventeen LEAs in SMC. The aggregate results are available in the Discussion section.²⁴

²² California DOJ webinar presentation “Reporting Stop Data for the Racial & Identity Profiling Act”
²³ [RIPA Board Reports and Videos | State of California - Department of Justice - Office of the Attorney General](#)
²⁴ As previously mentioned, the Grand Jury is not allowed to reveal information it obtained during interviews, or via the survey, in ways that might identify the source.

Implicit Bias

The RIPA Board defines implicit bias as “the attitudes or stereotypes that affect a person’s understanding, actions, and decisions in an unconscious manner.”²⁵ These biases could be favorable or unfavorable assessments, and they are activated involuntarily and without an individual’s awareness or intention. Implicit biases differ from explicit biases, which are known to the individual and include biases that the individual may not be comfortable revealing.²⁶

All humans have biases. Explicit bias is easier to identify and address, if people are willing to speak up and have a growth mindset.²⁷ Overt racism and racist comments are examples of explicit biases.²⁸

Implicit bias affects our decision making, even when we are unaware of it. Multiple academic studies, dating back into the 1990s and repeated many times since, show that when an identical resume is sent to a large and diverse set of evaluators for a clearly defined job, a majority of evaluators – regardless of their own race, age, sex, etc. – offer the job to white males more often, and at a higher salary. The only difference is the candidate names on the resume. The researchers intentionally used names that are historically connected to a particular sex/gender, or race/ethnicity.²⁹

Similarly, orchestras that recognize the problem of implicit bias switched to curtained live auditions, thus blinding the evaluator’s view of the auditioning musician’s visible race or gender. The result: more women and people of color were hired into nationally renowned orchestras.³⁰ A pop-culture acknowledgement of the role of implicit bias is seen in the TV show “The Voice,” where the coaches conduct blind auditions of contestants.³¹

²⁵ RIPA Board 2021 Report, p. 23.

²⁶ RIPA Board 2020 Report – Best Practices; see also Eberhardt 2020 Ted Talk.

²⁷ Great Schools Partnership, “Glossary of Education Reform, Growth Mindset” August 29, 2013, <https://www.edglossary.org/growth-mindset/>

²⁸ Lorie Fridell, “This Is Not Your Grandparents’ Prejudice: The Implications of the Modern Science of Bias for Police Training,” *Translational Criminology*, Fall 2013: 10-11, <http://cebcp.org/wp-content/TCmagazine/TC5-Fall2013>

²⁹ Steinpreis, R.E., Anders, K.A. & Ritzke, D. The Impact of Gender on the Review of the Curricula Vitae of Job Applicants and Tenure Candidates: A National Empirical Study. *Sex Roles* 41, 509–528 (1999). <https://doi-org.stanford.idm.oclc.org/10.1023/A:1018839203698>

³⁰ *Orchestrating Impartiality: The Impact of "Blind" Auditions on Female Musicians*, Claudia Goldin and Cecilia Rouse *AMERICAN ECONOMIC REVIEW* VOL. 90, NO. 4, SEPTEMBER 2000 (pp. 715-741)

³¹ [https://en.wikipedia.org/wiki/The_Voice_\(American_TV_series\)](https://en.wikipedia.org/wiki/The_Voice_(American_TV_series))

Although we generally associate implicit bias in policing with racial biases, implicit bias can also be expressed in relation to non-racial factors such as gender, age, religion, or sexual orientation. As with all types of bias, implicit bias can distort one's perception and subsequent treatment either in favor of or against a given person or group. Although most police officers do not intentionally discriminate, we as a nation have been confronted with multiple episodes of officers relying on racial stereotypes in judging who to stop and search. Last year's heavily reported incidents of police violence show that implicit biases may unconsciously link African American motorists and pedestrians with crime or with a propensity towards violence or hostility. The result could explain a tendency for police to shoot unarmed black people at a higher rate than white people (per capita).³²

What is Bias-Free Policing?

LEAs committed to bias-free policing provide services and enforce laws in a professional, nondiscriminatory, fair, and equitable manner. This keeps the community and officers safe and protected. It requires LEAs to recognize explicit and implicit biases can occur at individual and institutional levels, and a focused commitment to examining and eradicating both. This results in greater effectiveness of the LEA and builds mutual trust and respect with the diverse communities the LEAs serve.³³

Why Stops Matter

A 2020 guidebook³⁴ for LEAs and stakeholders on RIPA data collection, analysis and response, prepared by New York University researchers, notes: "Despite the prominence of stops, there is much we still do not know about them, including their efficacy in achieving public safety and their impact on the public. These questions, asked by law enforcement executives and communities alike, go largely unanswered because the data needed to answer them are lacking."³⁵ This research indicates that vehicle stops and pedestrian stops disproportionately burden non-white communities and the operational realities of stops—particularly vehicle stops—pose dangers both to those stopped and to law enforcement officers.³⁶ This research concludes that collecting and analyzing stop data can shed light on all of these issues.³⁷ By

³² The Stanford Open Policing Project, <https://openpolicing.stanford.edu>

³³ RIPA Board 2020 Report – Best Practices, p.2

³⁴ Pryor, Marie, Phillip Atiba Goff, Farhang Heydari, and Barry Friedman. 2020. "Collecting, Analyzing, and Responding to Stop Data: A Guidebook for Law Enforcement Agencies, Government, and Communities." New York. https://policingequity.org/images/pdfs-doc/COPS-Guidebook_Final_Release_Version_2-compressed.pdf

³⁵ Pryor, *Guidebook for LEAs*, *ibid.*, at 7.

³⁶ Pryor, *Guidebook for LEAs*, *ibid.*

³⁷ Pryor, *Guidebook for LEAs*, *ibid.*

embracing stop data collection and analysis in a transparent way, law enforcement can realize a range of benefits, such as:

- obtaining concrete evidence about whether stops are achieving law enforcement and public safety objectives;
- providing a better understanding of how stops impact the community and whether certain groups bear a disproportionate burden from those stops;
- permitting agencies to better assess the conduct of individual officers; and
- building community trust through improved transparency and dialogue about policing practices.

Again, the only way to answer these questions is to collect and analyze data.”³⁸

RIPA data: What is collected? And why *perceived* identity information?

For each stop the officer will collect RIPA Data regarding the stop, the officer’s perception of the person(s) stopped, and information about the officer. The 2021 RIPA Board report groups the information as shown in the table.³⁹

Officer Reporting Requirements
Information Regarding Stop
1. Date, Time, and Duration 2. Location 3. Reason for Stop 4. Was Stop in Response to Call for Service? 5. Actions Taken During Stop 6. Contraband or Evidence Discovered 7. Property Seized 8. Result of Stop
Information Regarding Officer’s Perception of Person Stopped

³⁸ Ibid.

³⁹ 2021 RIPA Board Annual Report, p. 21

Officer Reporting Requirements
<ol style="list-style-type: none"> 1. Perceived Race or Ethnicity 2. Perceived Age 3. Perceived Gender 4. Perceived to be LGBT 5. Limited or No English Fluency 6. Perceived or Known Disability
Information Regarding Officer
<ol style="list-style-type: none"> 1. Officer's Identification Number 2. Years of Experience 3. Type of Assignment

A full list of the fields for which data is collected is available in Appendix A.

The RIPA-recorded perception is intended to be the first one the officer has of the stopped person. For example, in a traffic stop of a car with tinted windows, or at night, the officer may not see the driver until they roll down the window. The perception is the one at that moment, when the officer first sees the driver.⁴⁰ Capturing perception allows implicit biases to be examined. It does not matter if the actual identity information differs; what counts is how the officer perceives the person and deals with them.

Data Integrity & Is Data Collection a Burden?

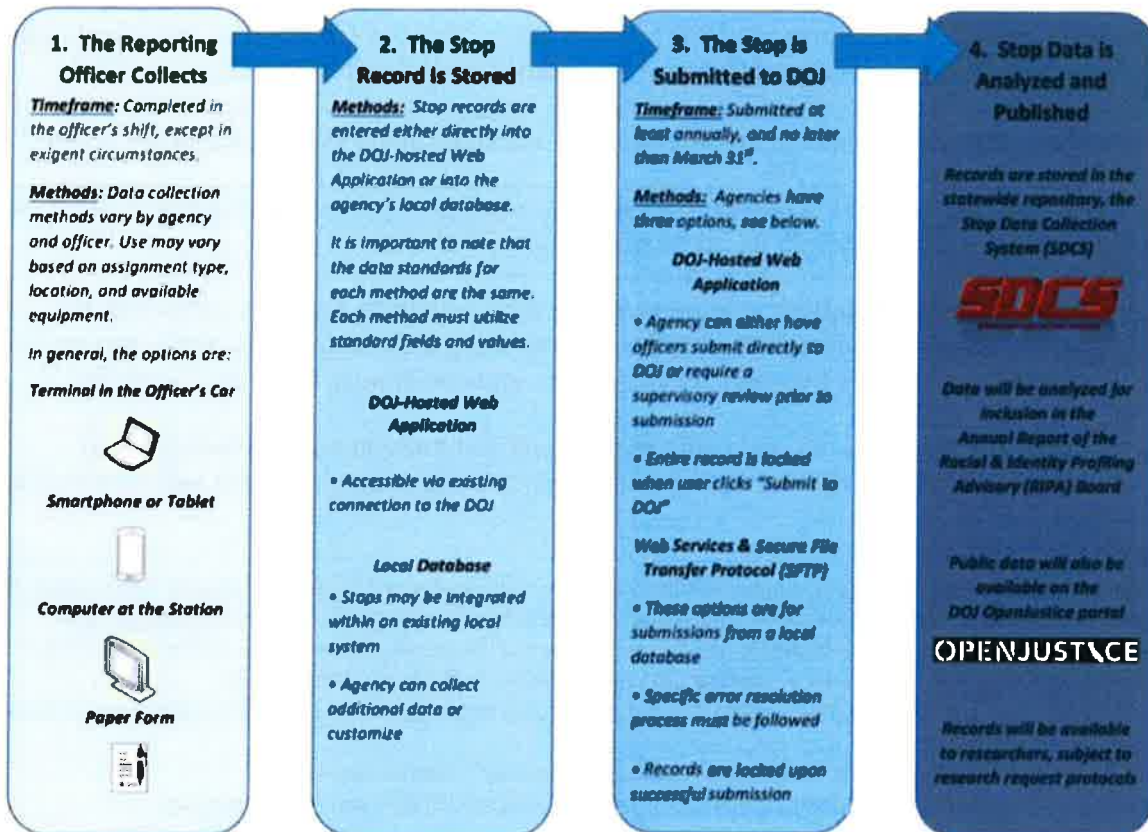
Any set of data is only as useful as the quality of its components. Incomplete and contradictory data must be minimized to make the data useful. Recognizing the importance of RIPA data integrity, the CADOJ produced a five-minute video on the subject in May 2019. [RIPA – Data Integrity](#), available on YouTube.⁴¹ A LEA that collects data without following the CA DOJ requirements will have its data rejected, requiring reexamination of the data and resubmission.⁴²

How much time does it take to gather this valuable data? Experienced LEAs elsewhere in California have found that data collection, on average, only took three- to -five minutes per

⁴⁰ DOJ webinar, “Reporting Stop Data for the Racial & Identity Profiling Act (RIPA / AB 953)”, slide 42 of 111.
⁴¹ RIPA Data Integrity, California Department of Justice, May 2, 2019, available at <https://youtu.be/F2evScIOFo0>
⁴² RIPA Stop Data Collection Stop Presentation, 2018, Slide 14 of 16

person stopped.⁴³ Private software vendors have created RIPA solutions for LEAs. See Appendix B for screenshots of one vendor’s RIPA application.

The illustration below, from the 2019 RIPA Board report, illustrates the collection, submission, and analysis process:



RIPA Board Best Practices and Learning from Peer LEAs

The RIPA Board offers “policy recommendations for eliminating racial/identity profiling” via an annually published RIPA Board Best Practices Report. An outline of the 2020 and 2021 Best Practices Report is available in Appendix C.

⁴³ Grand Jury Interviews.

The RIPA Board Best Practices Report includes recommendations for policies, training, and interactions with the community to eliminate “racial and identity profiling and improving diversity and racial and identity sensitivity in law enforcement.”⁴⁴

Many peer LEAs have begun implementing community advisory boards for community-based accountability and trust building, unrelated to RIPA. These include, but are not limited to, the University of California, Berkeley⁴⁵, Chula Vista⁴⁶, Davis⁴⁷, Walnut Creek⁴⁸, Fremont⁴⁹, Hayward⁵⁰, Salinas⁵¹, and others. The RIPA Board notes: “For law enforcement agencies to fully practice accountability, the community must be included in those efforts to keep individual officers and the agency as a whole accountable. The Board will review avenues for community involvement, including community participation in oversight, advisory, or disciplinary boards.”⁵²

The RIPA best practices and Statewide LEA actions intended to promote transparency and trust building that are most relevant to the scope of this report include:

- **Accountability practices** to improve police and community relations composed of a comprehensive system which includes: data tracking and transparency, early intervention systems, supervisory oversight, clear policies, and community-based accountability.⁵³
- **Peer-LEA examples of community engagement and transparency, including use of community advisory boards** as a mechanism to build community trust and provide bias-

⁴⁴ Penal Code §13519.4 (j)(1)

⁴⁵ “Recommendation 15 states each campus would create independent advisory boards with representatives from the campus who can facilitate and enhance communication between the police department and the greater campus community as well as work collaboratively with the departments on issues involving campus safety and security” University of California, UC Berkeley, “Update On Campus Safety Task Force” March, 2021.

<https://www.ucop.edu/research-policy-analysis-coordination/policies-guidance/campus-safety/updates-on-campus-safety-task-forces.pdf>

⁴⁶ Chula Vista Police Department. “Community Advisor Committee” Accessed May 2021.

<https://www.chulavistaca.gov/departments/police-department/programs/chief-s-advisory-committee>

⁴⁷ Davis Police Department, “Community Advisory Board”, (board formed in 2005), Accessed May 2021.

<https://www.cityofdavis.org/city-hall/police-department/administration/community-advisory-board>

⁴⁸ Walnut Creek, City of. “Chief’s Community Advisory Board.” Undated. Accessed May 2021.

<https://www.walnut-creek.org/government/commissions-committees/chief-s-community-advisory-board>

⁴⁹ Fremont Police Department. “Community Advisory Group (CAG).” Undated.

<https://www.fremontpolice.gov/about-us/office-of-the-chief-of-police/community-advisory-group>

⁵⁰ <https://www.hayward-ca.gov/your-government/boards-commissions/hpd-community-advisory-panel>

⁵¹ <https://www.cityofsalinas.org/our-government/boards-commissions/police-community-advisory-committee>

⁵² Racial & Identity Profiling Advisory Board, *2021 Annual Report*, p. 91,

⁵³ Racial & Identity Profiling Advisory Board, *2021 Best Practices*, p. 2,

<https://oag.ca.gov/sites/all/files/agweb/pdfs/ripa/ripa-best-practices-2021.pdf?>

free policing, sought by all stakeholders⁵⁴. The 2021 RIPA Board notes: “13 of the 25 agencies surveyed indicated that they have a civilian review board. Of those agencies, five reported discussing the RIPA Board’s findings with their civilian review boards.”⁵⁵

- **A Stand-alone Bias-free Policing Policy** which should: use clear language, including definitions of relevant terms; express the agency’s responsibility to identify and eliminate racial and identity profiling; include references to relevant training that agency personnel receive on racial and identity profiling and bias; include components on encounters with the community, data analysis, accountability, and supervisory review; be easily accessible to both agency personnel and the public; and include cross references to other relevant agency policies on subjects such as civilian complaints, stops, use of force, training, and accountability.⁵⁶
- **Processes to Address Bias by Proxy** which occurs “when an individual calls the police and makes false or ill-informed claims about persons they dislike or are biased against.”⁵⁷ The RIPA Board recommends that all LEAs adopt a policy to prevent bias by proxy or bias-based call by filtering out the biased information.
- **Civilian Complaints practices** - The RIPA Board has in- depth recommendations on how a LEA should handle complaints from members of the public so that they are not all dismissed as unfounded.⁵⁸
- **Training on Bias** - The RIPA Board also makes recommendations related to Racial and Identity Profiling training. In California, the Commission on Peace Officers Standards and Training (POST) creates training programs and materials for use by LEAs Statewide. The RIPA Board specifically recommends that POST training: uses stop data findings from RIPA reports to examine the disparities between racial and identity groups to identify topic areas of concern for future course development; provides courses with deeper discussions on possible officer bias that leads to a stop, how the situation evolves during the stop, and communication skills to prevent stops from escalating; provides guidance and discussion about the legal implications and consequences of bias; connects recruitment academy training to field officer training and determines how implicit bias

⁵⁴ Stakeholders include local governance leaders (city/town councils, Boards of Supervisors), residents, local community leaders and organizers, to name a few.

⁵⁵ RIPA Board 2021 Annual Report, p. 85

⁵⁶ RIPA Board 2021 Best Practices, *supra*, at p. 2

⁵⁷ RIPA Board 2021 Best Practices, *supra*, at p. 3

⁵⁸ RIPA Board 2021 Best Practices, *supra*, at p. 5

and racial and identity profiling and cultural awareness training are being applied; and, ensures that field training officers have up-to-date racial and identity profiling training.⁵⁹

RIPA Stop Data Impact on New Legislation

RIPA data has triggered the creation of new legislation. For example, early in 2021, a California assemblyman proposed a change in the State's laws regarding jaywalking (AB-1238, 2021, Ting and Friedman).⁶⁰ The bill was prompted, in part, by RIPA data showing that African Americans were four and one-half times more likely to be ticketed for jaywalking than whites. A ticket for jaywalking can escalate into a violent confrontation with law enforcement.⁶¹ On June 2, 2021, AB-1238, passed in the Assembly, it has moved to the State Senate.

DISCUSSION

Do SMC LEAs Have a Bias Problem?

It is easy to believe that biased policing is only a problem of big cities in other counties. Los Angeles, Oakland, Sacramento, San Francisco, and San Jose have all had publicized problems with documented episodes of their respective peace officers exhibiting biases in their interactions with civilians.⁶²

⁵⁹ RIPA Board 2021 Best Practices, *supra*, at pp. 4-5

⁶⁰ Bill Text - AB-1238 Pedestrian access. (ca.gov)

https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB1238

⁶¹ Ting Proposes to Eliminate Jaywalking Tickets In California | Official Website - Assemblymember Phil Ting Representing the 19th California Assembly District (asmdc.org) <https://a19.asmdc.org/press-releases/20210325-ting-proposes-eliminate-jaywalking-tickets-california>

⁶² Edwards, Ezekiel, "San Francisco Is a Hotbed of Illegal Race-Based Policing" San Francisco Is a Hotbed of Illegal Race-Based Policing | American Civil Liberties Union (aclu.org) 2018, <https://www.aclu.org/blog/criminal-law-reform/reforming-police/san-francisco-hotbed-illegal-race-based-policing> ; Louie, David, (April 10, 2015) "Report: SJPd has a big problem being racially biased," ABC, KGO-TV, <https://abc7news.com/san-jose-police-department-sjpd-report-racial-bias/649558/>; Eberhardt, Jennifer, "To end racial disparities in policing, we must look beyond the data" The Guardian, April 18, 2019, <https://www.theguardian.com/commentisfree/2019/apr/17/race-policing-oakland-biased-jennifer-eberhardt>; Bretón, Marcos, "'Implicit bias' replaces the 'R' word. This is how we explain cops killing black men." Sacramento Bee, April 8, 2018, <https://www.sacbee.com/news/local/news-columns-blogs/marcos-bretón/article208230624.html>; Times Editorial Board, "Editorial: The more LAPD changes...", Los Angeles Times, May 28, 2021, <https://www.latimes.com/opinion/story/2021-05-28/lapd-changes-reform-needed> ; see also FiveThirtyEight, February 4, 2021, <https://fivethirtyeight.com/features/the-biden-administration-wants-to-address-racial-bias-in-policing-what-cities-should-it-investigate/>

When asked, SMC LEAs generally do not think they have a problem with biased policing, based in part, on how few public bias-complaints they get.⁶³ Few departments have more than a small handful of complaints annually alleging any type of bias. All have both policies and training designed to eliminate biased policing.

Analysis of data shows that speaking up or complaining to authorities such as the local police are not reliable indicators of bias-free policing. For example, in Los Angeles, from 2012 to 2014, there were 1,356 allegations of biased policing. None of the complaints were upheld.⁶⁴

“AB 953 expanded the type of complaints that agencies are required to report to the Department of Justice, as well as the specific data to be reported for complaints.”⁶⁵ Complaint data for the County’s LEAs shows that while there were a total of 43 racial or identity profiling complaints reported during 2016 to 2019, none were sustained. The complaints were examined and resolved by the LEAs. (See Appendix H).

Are the County’s LEAs prepared for RIPA?

As previously mentioned, the RIPA timeline for County LEAs requires official data collection to begin on January 1, 2022, and submission to the CA DOJ by April 1, 2023. In order to comply, each individual LEA must have processes, technology, training, and system debugging completed before the end of 2021.

Are County LEAs prepared for RIPA data collection and submission? Do they have qualified personnel to analyze and use the data? How will they use the data for greater local transparency, training, and trust building? These are the questions this investigation set out to answer. The data for all local LEAs is based on the Grand Jury’s survey⁶⁶ and subsequent interviews with the leadership of all seventeen LEAs that took place in January and February 2021. The LEAs will have moved ahead with specific RIPA-related plans since the interviews.

The survey and interview results indicate levels of preparedness across LEAs that fall along a classic bell curve.⁶⁷ Some LEAs began collecting RIPA stop data in early 2021. The majority

⁶³ Grand Jury Interviews.

⁶⁴ Mather, Kate. “LAPD found no bias in all 1,356 complaints filed against officers.” Los Angeles Times, Dec. 15, 2015.

⁶⁵ AB 953: The Racial and Identity Profiling Act of 2015 | State of California - Department of Justice - Office of the Attorney General <https://oag.ca.gov/ab953#complaints>

⁶⁶ See Appendix D for the survey form.

⁶⁷ Grand Jury Confidentiality rules dictate that the identity of individuals interviewed is kept confidential.

have begun looking at solutions to comply, and a few are lagging and relying on other LEAs to lead the way. As of the first quarter of 2021:

- Burlingame announced it would begin collecting RIPA data early.⁶⁸
- Menlo Park indicated it purchased the necessary software.⁶⁹
- Most LEAs had either decided on their technology platform for RIPA data collection or had narrowed their approach to two or three alternatives.
- A few of the LEAs had barely begun their RIPA preparations.
- At least one of the contracted entities did not know about RIPA nor that it will be able to request RIPA data from the Sheriff.⁷⁰
- Some LEAs were confused and believed the County Dispatch System would collect the RIPA data. The dispatch system is part of the existing traffic citation writing procedure. The Grand Jury did not find any technology platforms that rely on County-level dispatch systems for RIPA data collection and question the efficacy of such a system.
- None of the LEAs had a firm plan for what personnel will be needed to ensure accurate data collection and analysis. Some thought they might add the task to the existing command group while others indicated a possible need for a data analyst. For the smaller departments, sharing one data analyst may make sense.

While each LEA is responsible for its own RIPA compliance, the LEAs in SMC can consult each other through the San Mateo Police Chiefs & Sheriff Association. The group meets monthly and has a RIPA Subcommittee.⁷¹

⁶⁸ Walsh, Austin. "Police address policy reforms in Burlingame - Chief details variety of efforts department has adopted in the wake of George Floyd's killing." The Daily Journal. December 28, 2020. https://www.smdailyjournal.com/news/local/police-address-policy-reforms-in-burlingame/article_4ff4a732-48ca-11eb-9dcf-f3b429ebbeb7.htm

⁶⁹ Menlo Park City Manager's Office. "Staff Report 20-150-CC: Add institutionalized bias reform as a top priority for City staff in 2020-21 and provide input to staff on how to address police" for July 16, 2020 meeting. <https://menlopark.org/DocumentCenter/View/25679/F2-20200714-CC-Institutionalized-bias-reform>

⁷⁰ Grand Jury interviews.

⁷¹ Grand Jury interviews.

Costs

The range of technology solutions for RIPA compliance include using existing systems without the purchase of new software or hardware, using the CA DOJ option which requires human labor, or acquiring technology for budget and time-friendly solutions.

City and town LEAs anticipated initial *direct* costs to range from \$0 - \$30,000. Some had existing systems which offer RIPA add-ons as part of the annual software fee, others expected to purchase either an add-on or standalone solution. None expressed budgetary concerns.⁷²

The County's largest LEA, the Sheriff's Office, has designated patrol services for the unincorporated parts of the county. The Sheriff's Office also provides contracted law enforcement services for the cities of Half Moon Bay, Millbrae, San Carlos, for the towns of Portola Valley and Woodside, as well as for the Peninsula Corridor Joint Powers Board and the San Mateo County Transit District.⁷³ Its preliminary estimate of RIPA costs range from \$15,000 to \$250,000, depending on the technology platform.

There are also *indirect* costs involved in complying with RIPA. They include:

- basic startup costs of any new program: installation of software and debugging, which may, or may not, be included in the direct costs mentioned above;
- training of officers on the use of the software, the purposes of RIPA, RIPA compliant data collection, etc.;
- personnel costs to audit the data collection to ensure, at a minimum, accurate data collection and reporting; and
- resources required to regularly analyze and use the data for improving bias-free policing.

Technology cost miscalculations can occur as evidenced by the experience of larger agencies. For example, a 2018 San Diego Police Department news report shared that the Peace Officers Research Association of California and the California State Sheriffs' Association had raised concerns that the RIPA requirements, which began in July 2018 for the State's largest agencies, would be expensive. In February 2017, then-Police Chief Shelley Zimmerman mentioned potential RIPA-related expenses to the city council. Later in May, council members budgeted an additional \$200,000 to cover the cost of implementation. SDPD Lieutenant Jeff Jordon said the money was intended to pay for the development of new tools to meet the mandate, but the agency instead received a free mobile application and program from the San Diego County Sheriff's Department. Ultimately, the department spent \$6,228, Jordon said, and the remaining

⁷² Grand Jury interviews.

⁷³ <https://www.smcsheriff.com/index.php/patrol-services>

\$193,772 went back to the city’s general fund at the end of the fiscal year in June, a mayor’s office spokesman confirmed.⁷⁴

To prevent such miscalculations and deliver on community and local-governance expectations, SMC LEAs would benefit from early planning and consultation with peer-LEAs that are leading in this effort.

RIPA’s Bias Free Policing Opportunity

The RIPA Board recommendations map out a path for local LEAs to deliver on the aspirations of bias-free -policing. The 2020-Summer-of-Race-Reckoning and ongoing national coverage of the subject⁷⁵ reinforces the need for racial equity in policing everywhere, including San Mateo County.

The Annual RIPA Report summarizes and publishes stop data findings along with recommendations to improve bias-free-policing. Local LEAs, in collaboration with their city/town councils and residents, can review their local RIPA data. A quarterly review, engaging internal and external stakeholders, can identify opportunities for addressing potential biases and course-correcting before the Annual RIPA Report is published. The appended table below summarizes: 1) legislated requirement (**bold**), and 2) RIPA Board intent and recommendations (italics).

RIPA Components	Understanding the RIPA Opportunity for Moving Toward Bias-Free Policing	Suggestions for Implementing RIPA ⁷⁶	Delivering on RIPA goal of Bias-Free-Policing
Stop Data	Collection & Reporting to CA DOJ (legislated)	<i>Regularly analyzing RIPA data at the LEA level</i>	<i>Training and mentoring officers and dispatch teams; evolving policies, etc.</i>

⁷⁴ Mento, Tarryn. “SDPD Didn’t Need Additional \$200K To Implement New Anti-Racial Profiling Law.” KPBS. December 20, 2018. <https://www.kpbs.org/news/2018/dec/20/sdpd-didnt-need-additional-200k-implement-new-anti/>

⁷⁵ Chang, Ailsa, Rachel Martin, Eric Marrapodi. “Summer of Racial Reckoning.” KQED. August 16, 2020. <https://www.npr.org/2020/08/16/902179773/summer-of-racial-reckoning-the-match-lit>

⁷⁶ Grand Jury Interviews

RIPA Components	Understanding the RIPA Opportunity for Moving Toward Bias-Free Policing	Suggestions for Implementing RIPA ⁷⁶	Delivering on RIPA goal of Bias-Free-Policing
<i>Technology Platform</i>	<i>Easy plug-in for quick data collection</i>	<i>Ongoing and auto-auditing</i>	<i>Sophisticated, regular reporting at LEA level for local management via neighborhoods, etc.</i>
<i>Training front line officers for data collection; Training Supervisors for data collection & auditing</i>	<i>A mindset shift whereby all LEA teams understand the need to address implicit bias aka perceptions. Noting: we're all human</i>	<i>Awareness via ongoing Implicit bias training and discussions. Creating safe and brave spaces for learning from human frailty of implicit bias.</i>	<i>Transparency with external stakeholders on the need for the journey to learn and grow in order to deliver bias-free-policing</i>
<i>Community Engagement</i>	<i>Community is aware of stop data reports via annual RIPA Reports and easily accessible online data</i>	<i>LEAs engage City or Town Councils and the public on local RIPA data on a regular basis. Data should be easily accessible</i>	<i>Engage diverse stakeholders to advise, inform, guide collaborative bias-free-public safety</i>

Analysis of Stop Data

The RIPA stop data will require analysis using statistical or analytical tools. The RIPA Board’s annual analysis compares the stop data-breakdown by race and identity against that of the community. But that comparison can be misleading when the diversity of day visitors doesn’t match that of the residents. For example, populations vary in Half Moon Bay with a high beach-day-use or seasonal-agricultural workers; and Colma has day-work, transient populations. When the day-population diversity is different from the fulltime resident population, RIPA data could either suggest or hide biases.

The mandated data collection creates an opportunity for local LEAs to use their data on a regular basis as an early alert of possible individual or unit bias. Collection and analysis could promote early addressing of potential issues via training or mentorship. Sharing the data with the local

community on a regular basis, and engaging them in ascertaining possible solutions, is a RIPA Advisory Board recommendation implemented by many California LEAs.

Using RIPA to Improve Law Enforcement

A few SMC LEAs have plans to review the data monthly or quarterly, to identify patterns of bias; but a majority don't. Pryor, et al. *Guidebook for LEAs, supra*, recommends:⁷⁷

- Data analysis is crucial; thus LEAs should either allocate resources to hire experts or look to partner with universities or researchers;
- Analysis can be used to assess both the effectiveness of specific tactics and any disparities in how those tactics are applied in the community; and
- Three levels of explanation for police-data analysis, namely: *community, department, and relationship* between community and department.

What Could Governing Bodies Expect of Their LEAs Regarding RIPA?

Municipal governing bodies (city or town councils) should already be aware of RIPA, *and* of the plans of their respective LEAs to implement it. This is important because the LEA interviews raised the following concerns:⁷⁸

- LEA may request additional funding to implement RIPA data collection;
- LEA may need to reassign personnel to enable it to make use of RIPA data to improve its operation;
- LEA may show an initial drop in traffic citations and other interactions with the public when it starts collecting RIPA data;
- RIPA data will be analyzed by CA DOJ and department deficiencies will become public for citizens, advocacy groups, and academic researchers to view and further analyze and question; and

⁷⁷ Pryor, Marie, Phillip Atiba Goff, Farhang Heydari, and Barry Friedman. 2020. "Collecting, Analyzing, and Responding to Stop Data: A Guidebook for Law Enforcement Agencies, Government, and Communities." New York. https://policingequity.org/images/pdfs-doc/COPS-Guidebook_Final_Release_Version_2-compressed.pdf

⁷⁸ Grand Jury Interviews

- RIPA data may bring to light a policing problem that is not otherwise apparent to the council.

IN SUMMARY

RIPA provides LEAs with an opportunity to improve operations. Explicit bias is readily identified in the words and actions of individuals, as well as in organizations. Implicit bias, in contrast, operates subtly, often without awareness by the person whose behavior the bias affects. Collecting and analyzing stop data can shed light on ways in which implicit biases are leading to uneven and unfair law enforcement. Once the problem is known, steps can be taken to minimize the bias and reduce its impact. It is crucial for the community to trust law enforcement.

FINDINGS

All seventeen LEAs responded to the Grand Jury survey on RIPA-readiness and participated in one or more interviews. Grand Jury confidentiality rules prevent specific identification of the responses of each LEA. The Grand Jury's aggregate relevant findings are:

RIPA Data Collection and Reporting

- F1. LEAs in SMC are aware of RIPA data requirements, including the requirement that data collection starts on January 1, 2022.
- F2. County LEAs vary in their degree of understanding of: RIPA data collection requirements, technological options for collecting the data, and the need for procedures and training to collect and report the data. The LEA's RIPA-preparedness correlates to their understanding of RIPA requirements.
- F3. Burlingame and Menlo Park are to be commended for publicly announcing their plans for early implementation of RIPA data collection and reporting to the CA DOJ. The other fifteen LEAs were in various stages of planning and acquiring their RIPA data collection system.
- F4. The San Mateo County Police Chiefs & Sheriff Association RIPA Subcommittee provides a convenient forum for LEAs to benefit from peer learning and collaboration for RIPA planning, testing, deployment and best practices.
- F5. Some LEAs mistakenly believe the County Dispatch System will handle their RIPA data collection.

Using RIPA Data for Transparent Community Trust Building

- F6. LEAs vary in their understanding that implementing RIPA Board recommendations would build greater trust with their communities.

- F7. Some contracting entities were unaware of the RIPA requirements, and that RIPA data breakdown for their respective cities could be requested from the Sheriff's Office beginning in the spring of 2022.
- F8. Between now and 2022, sixteen county LEAs have plans for "regularly analyzing data, in consultation with [academics, police commissions, civilian review bodies, or advisory boards], to assist in identifying practices that may have a disparate impact on any group relative to the general population."

RECOMMENDATIONS

RIPA Data Collection and Reporting – Milestones for January 1, 2022 compliance

- R1. Each LEA must have a fully developed implementation plan for complying with RIPA. The plan should include data collection and reporting, training methods, policies and procedures, roll-out plans, personnel allocation, systems testing and data auditing. The plan should be reviewed and approved by October 30, 2021.
- R2. Each LEA needs to acquire the necessary software and hardware required to comply with RIPA by October 30, 2021, in order to complete testing within 30 days and to go live by January 1, 2022.
- R3. Each LEA must test and confirm their readiness for RIPA data collection by November 30, 2021.
- R4. Each LEA should provide regular updates to their governing entities, on their progress *toward preparing* for the required RIPA data collection starting on October 15, 2021.

Using RIPA Data for Transparent Community Trust Building – don't wait for the annual report

- R5. Each LEA should, on a quarterly basis, starting in the second quarter of 2022, provide reports on RIPA data and how it is being used to address potential identity biases, including supervisory oversight (as defined by the RIPA Board). The report should be posted and easily viewable on the entity's website.
- R6. By February 1, 2022, each LEA should begin considering how to obtain and use insights gained from the RIPA data to improve the operation of its department by combating implicit bias in policing and pursuing greater community trust by implementing the RIPA Board's growing list of policing best practices.
- R7. By February 1, 2022, each LEA should consider community engagement and transparency, including the possible use of "academics, police commissions, civilian

review bodies, or advisory boards” as a mechanism to build community trust and provide bias-free policing.

R8. In the second quarter of 2022, each of the contracting entities should begin requesting RIPA stop data for its jurisdiction, separate from the rest of the Sheriff’s stop data.

REQUEST FOR RESPONSES

Penal Code Section 933.05 (emphasis added)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall report one of the following:

- (1) The respondent **agrees** with the finding.
- (2) The respondent **disagrees** wholly or partially with the finding, in which case the response shall **specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.**

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
- (2) The recommendation has not yet been implemented, but will be implemented in the future, **with a timeframe for implementation.**
- (3) The recommendation requires further analysis, **with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.**
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefor.**

Pursuant to Gov. Code § 933.05, the Grand Jury requests responses from the following entities, for the listed **Findings**:

Responses to FINDINGS from City/Town Councils and the Sheriff									
FINDINGS	F1	F2	F3	F4	F5	F6	F7	F8	
Atherton	X	X	X	X	X	X		X	
Belmont	X	X	X	X	X	X		X	

Responses to FINDINGS from City/Town Councils and the Sheriff									
FINDINGS	F1	F2	F3	F4	F5	F6	F7	F8	
Brisbane	X	X	X	X	X	X		X	
Burlingame	X	X	X	X	X	X		X	
Colma	X	X	X	X	X	X		X	
Daly City	X	X	X	X	X	X		X	
East Palo Alto	X	X	X	X	X	X		X	
Foster City	X	X	X	X	X	X		X	
Hillsborough	X	X	X	X	X	X		X	
Menlo Park	X	X	X	X	X	X		X	
Pacifica	X	X	X	X	X	X		X	
Redwood City	X	X	X	X	X	X		X	
San Bruno	X	X	X	X	X	X		X	
San Mateo	X	X	X	X	X	X		X	
South San Francisco	X	X	X	X	X	X		X	
Broadmoor Police District Board	X	X	X	X	X	X		X	
Millbrae	X	X	X	X	X	X	X	X	
San Carlos	X	X	X	X	X	X	X	X	
Portola Valley	X	X	X	X	X	X	X	X	
Woodside	X	X	X	X	X	X	X	X	
Half Moon Bay	X	X	X	X	X	X	X	X	
Sheriff	X	X	X	X	X	X	X	X	

Pursuant to Gov. Code § 933.05, the Grand Jury requests responses from the following entities for the listed Recommendations:

Responses to RECOMMENDATIONS from City/Town Councils and the Sheriff									
RECOMMENDATIONS	R1	R2	R3	R4	R5	R6	R7	R8	
Atherton	X	X	X	X	X	X	X	X	
Belmont	X	X	X	X	X	X	X	X	
Brisbane	X	X	X	X	X	X	X	X	
Burlingame	X	X	X	X	X	X	X	X	
Colma	X	X	X	X	X	X	X	X	
Daly City	X	X	X	X	X	X	X	X	

Responses to RECOMMENDATIONS from City/Town Councils and the Sheriff								
RECOMMENDATIONS	R1	R2	R3	R4	R5	R6	R7	R8
East Palo Alto	X	X	X	X	X	X	X	
Foster City	X	X	X	X	X	X	X	
Hillsborough	X	X	X	X	X	X	X	
Menlo Park	X	X	X	X	X	X	X	
Pacifica	X	X	X	X	X	X	X	
Redwood City	X	X	X	X	X	X	X	
San Bruno	X	X	X	X	X	X	X	
San Mateo	X	X	X	X	X	X	X	
South San Francisco	X	X	X	X	X	X	X	
Board of the Broadmoor Police Protection District	X	X	X	X	X	X	X	
Millbrae	X	X	X	X	X	X	X	X
San Carlos	X	X	X	X	X	X	X	X
Portola Valley	X	X	X	X	X	X	X	X
Woodside	X	X	X	X	X	X	X	X
Half Moon Bay	X	X	X	X	X	X	X	X
Sheriff	X	X	X	X	X	X	X	X

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda, and open meeting requirements of the Brown Act.

METHODOLOGY

Documents

Reports, presentations, and other documents from the California RIPA Board were reviewed, along with websites for the Sheriff’s Office, police departments, and city and town councils. In response to the survey (below) certain LEAs provided additional documents. The California Department of Justice also provided materials to inform the investigation. For a comprehensive list of the documents reviewed and consulted, see the Bibliography below.

Site Tour(s)

Due to the Covid-19 pandemic, no physical site tours were scheduled for this report.

Interviews & Surveys

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

All interviews were conducted by videoconference using Zoom or Google Meets. For this report the Grand Jury interviewed:

- Law enforcement personnel at the commander, captain, or chief level, or equivalent from each LEA in the County
- Current and past members of the RIPA advisory boards
- Members of law enforcement with experience outside of the County
- At least one city manager

A comprehensive survey on RIPA preparedness and bias-free policing was sent to all 17 active LEAs in the County. All 17 responded. Appendix D shows the form used in the survey. Some of the answers from that survey, anonymized, are shown in Appendix E.

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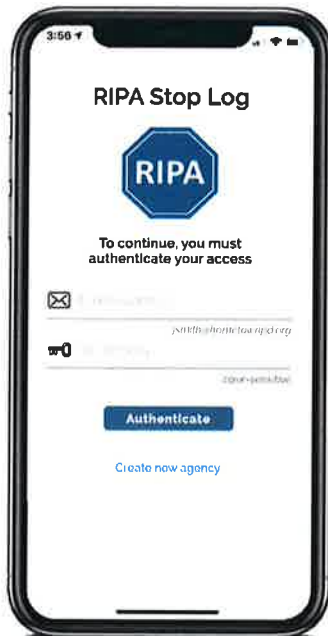
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APPENDIX A: List of RIPA Data Fields and Variables

https://www.sanmateocourt.org/documents/grand_jury/2020/ripa_appendix_a.pdf

APPENDIX B: Screenshots of RIPALog Software



APPENDIX C: Outline of RIPA Board Best Practices Documents for 2020 and 2021

2020 Best Practices Document (21 pgs.) - [Best Practices - 2020 RIPA Board Report - Racial and Identity Profiling Advisory \(RIPA\) Board \(ca.gov\)](#)

<https://oag.ca.gov/sites/all/files/agweb/pdfs/ripa/ripa-best-practices-2020.pdf>

- 1) Model Bias-Free Policing Policies
 - a) Policy Language
 - b) Definitions
 - c) Exception language - when characteristics may be considered
 - d) Encounters with Community
 - e) Training
 - f) Data Collection & Analysis
 - g) Accountability & Adherence to the Policy
 - h) Supervisory Review
- 2) Bias by Proxy Recommendations
 - a) [multiple subparts]
- 3) Civilian Complaint Forms best practices
 - a) Background
 - b) General Complaint Information
 - c) Complaint Information
 - d) Incident Information
 - e) Processing of Complaints
- 4) Lack of Uniformity in what is a complaint and how to quantify
- 5) Accessibility & Knowledge of LEA's Complaint Process
- 6) Barriers to Reporting Civilian Complaints
- 7) Complaint Access for the Disabled

2021 Best Practices Document (6 pgs.) [2021 RIPA Report Best Practices \(ca.gov\)](#)

<https://oag.ca.gov/sites/all/files/agweb/pdfs/ripa/ripa-best-practices-2021.pdf>

- 1) Explicit Bias, Implicit Bias, and Other Driving Forces for Stop Data Disparities
- 2) Racial and Identity Profiling Policies and Accountability
- 3) Calls for Service and Bias by Proxy
- 4) Civilian Complaints: Policies and Data Analysis
- 5) California Commission on Peace Officer Standards and Training (Post) Training Related to Racial and Identity Profiling

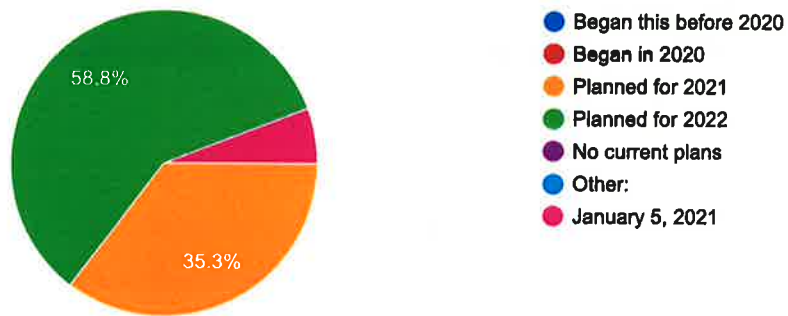
APPENDIX D: Grand Jury Survey – Delivering on DEI & Ready for RIPA

https://www.sanmateocourt.org/documents/grand_jury/2020/RIPA_appendix_d.pdf

APPENDIX E – Selected LEA Responses to GJ RIPA Survey

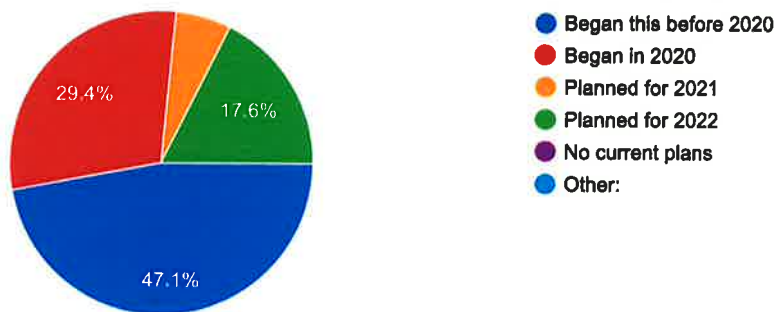
When did you begin collecting stop data with race and identity, as defined by RIPA demographics?

17 responses



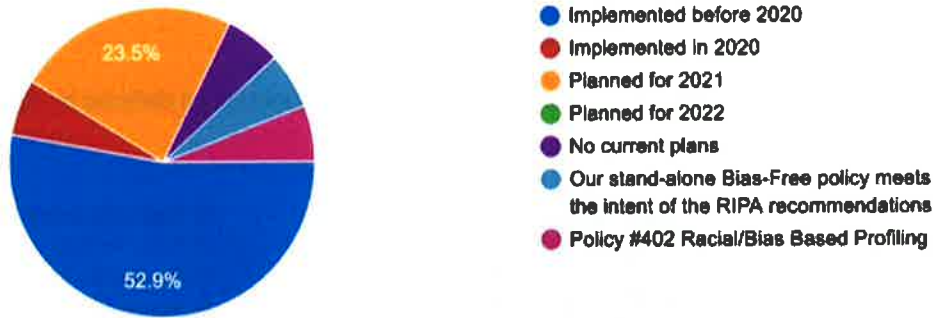
Has your LEA started preparing for compliance with Racial and Identity Profiling Act of 2015 (AB 953)? *

17 responses



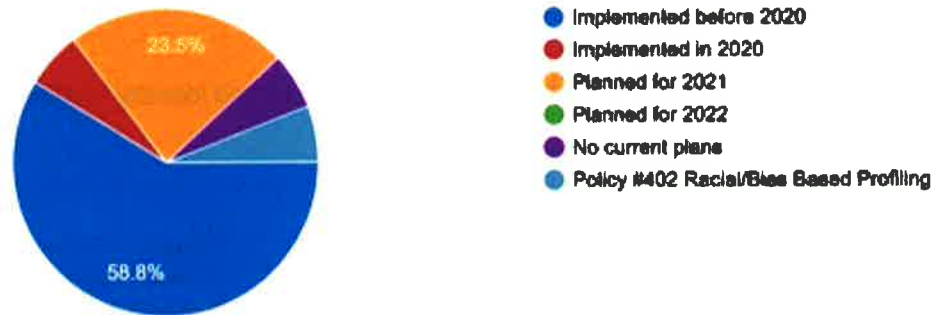
Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which is clearly written and easily accessible by all employees?

17 responses



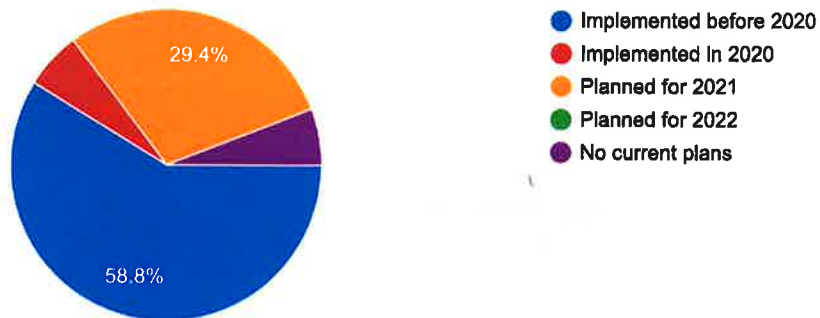
Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which uses concrete definitions of Bias-Free Policing and/or Racial & Identity Profiling?

17 responses



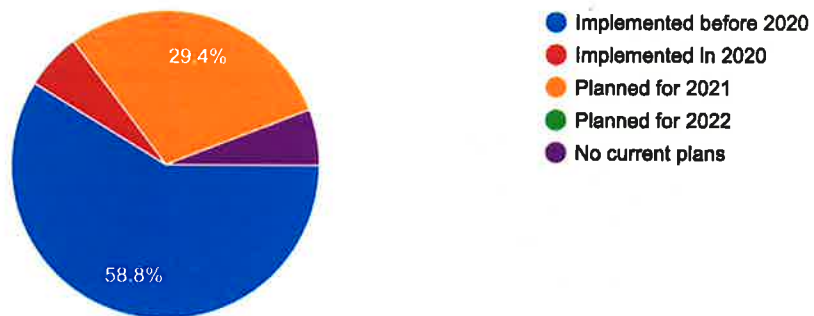
Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which includes a component on limited circumstances in which characteristics of individual may be considered?

17 responses

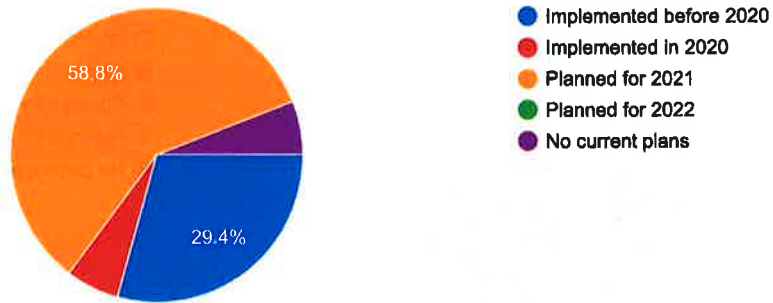


Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which includes a component on encounters with community?

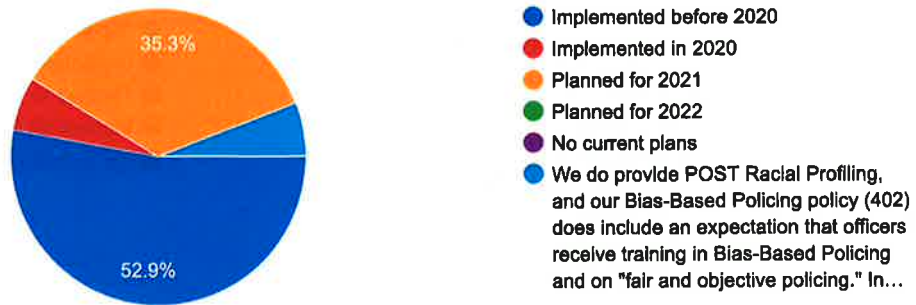
17 responses



What is the status of your LEA's RIPA recommended: "Agencies should have a policy detailing how sworn personnel and dispatchers should respond to ...or integrated into the bias-free policing policy."
17 responses

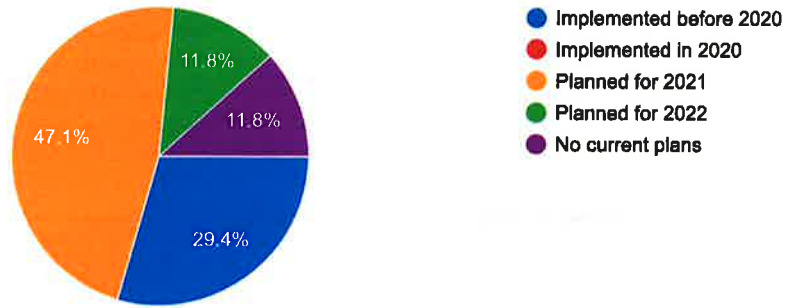


Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which includes a component on Racial and Identity Profiling Training?
17 responses



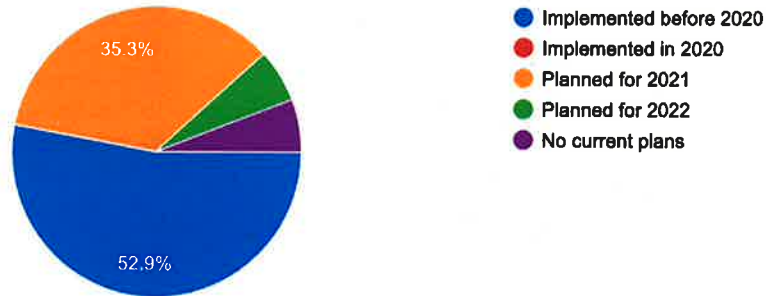
Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which includes a component on Data Analysis?

17 responses



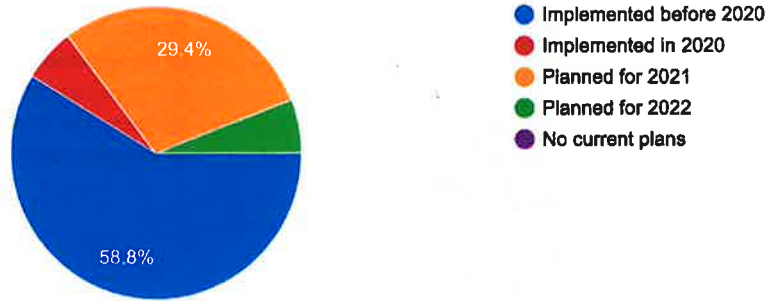
Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which includes a component on requiring accountability?

17 responses



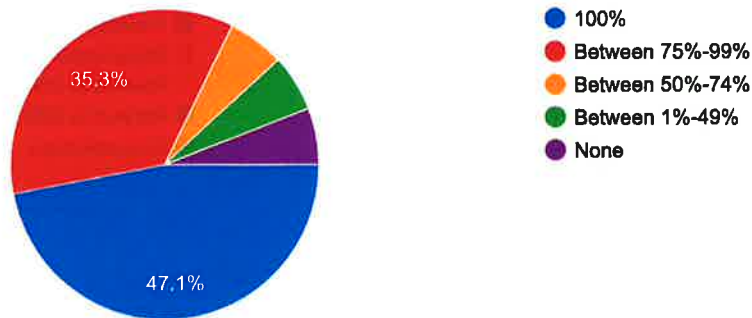
Does your LEA have a RIPA recommended Stand-Alone Bias-Free Policing Policy which includes a component on required Supervisory Review?

17 responses



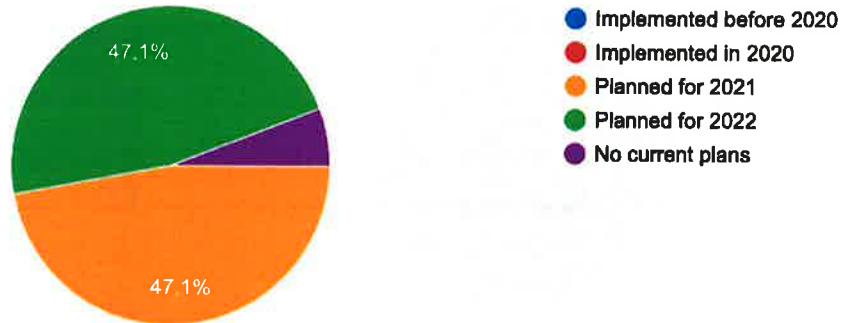
What percent of your officers have completed comprehensive training on bias free policing in the last 2 years?

17 responses



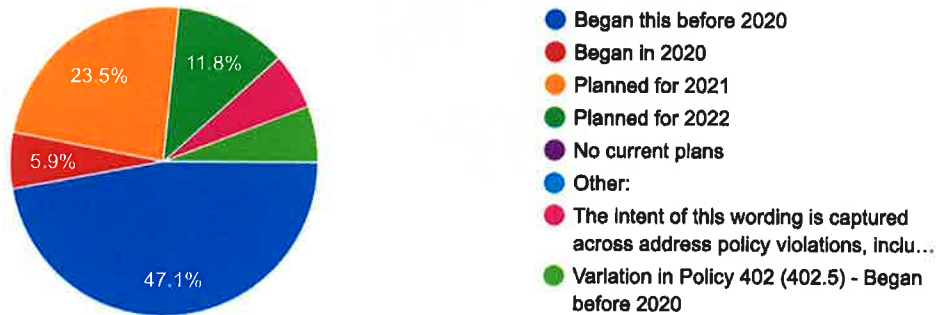
What are your plans for RIPA recommendation: "regularly analyze data, in consultation with [academics, police commissions, civilian review bod... on any group relative to the general population."

17 responses



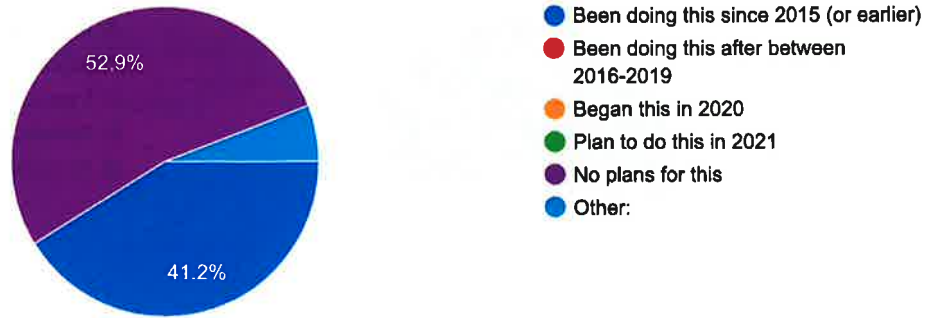
RIPA Model Policy Language for Supervisory Review: " Supervisors shall ensure that all personnel under their command, including dispatchers and no...s and procedures for review should be included."

17 responses



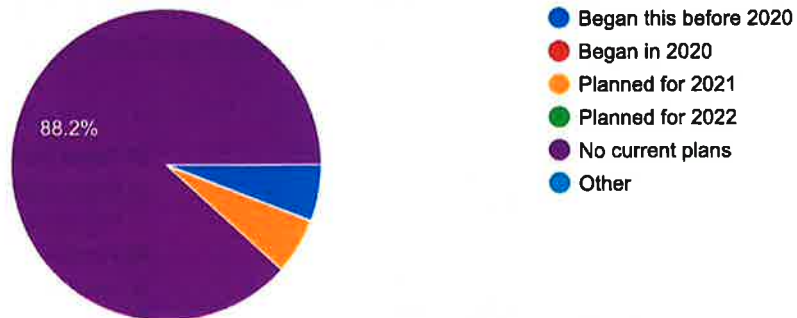
Do you currently proactively and formally seek community input when making decisions about hiring and resource allocation?

17 responses



Do you currently have a formal community advisory board for your LEA?

17 responses



APPENDIX F: RIPA Quick Facts 2020

https://www.sanmateocourt.org/documents/grand_jury/2020/RIPA_appendix_f.pdf

APPENDIX G: RIPA Quick Facts 2021

https://www.sanmateocourt.org/documents/grand_jury/2020/RIPA_appendix_g.pdf

APPENDIX H: Summary of Profiling Complaints for San Mateo County Law Enforcement Agencies 2016-2019

AB 953 amended “Penal Code section 13012 pertaining to the collection and reporting of Citizens’ Complaints Against Peace Officers (CCAPO).” To add as a separate category “complaints involving racial or identity profiling.” This took effect January 1, 2016. For more information see [Information Bulletin: Citizens' Complaints Against Peace Officers \(ca.gov\)](#)⁷⁹

Total Racial or Identity Profiling Complaints SMC LEAs 2016-2019						
Reported	Exonerated	Not Sustained	Unfounded	Pending	Sustained	(missing)
43	9	9	19	4	0	2

Source: CA DOJ, OpenJustice Data, Citizens Complaints Against Peace Officers, file: CCAPO_2016-2019_Agency_0.xlsx from <https://openjustice.doj.ca.gov/data>

File was sorted by agency name, the SMC LEAs Identified and separately totaled, for the Racial Profiling Complaints category, which was defined in the Readme file as “The total number of complaints reported with a racial or identity profiling component.” The number of complaints for any particular agency ranged from 0 to 5 per year. Some agencies had none for the four years of available data.

⁷⁹ https://oag.ca.gov/sites/all/files/agweb/pdfs/law_enforcement/dle-2015-06.pdf?





STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Agreement with Pacific Coast Sales & Service, Inc. for supply of heating, ventilating, and air conditioning equipment, systems, and installation services

RECOMMENDATION

By motion, approve the City Manager's emergency action and determine that replacing Heating, Ventilating and Air Conditioning (HVAC) systems at the Redwood Shores Library was necessary to respond to the emergency, and authorize the City Manager to execute an Agreement for Services with Pacific Coast Sales and Service, Inc. dba Pacific Coast Trane Service in an amount not to exceed \$400,000.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City of Redwood City's (City) Public Works Services Department (PWS) is responsible for maintaining all City-owned facilities. In carrying out this responsibility, staff routinely assess the condition of systems vital to daily operations and identify those needing repair or replacement. Heating, ventilating, and air conditioning (HVAC) systems are essential for maintaining indoor air quality for human occupancy. They are also required to keep buildings operable should facilities need to serve as emergency shelters or response centers.

Staff continuously plan for the need to replace HVAC systems when projecting budgetary needs however there is always a risk that systems can fail or reach the end of their life cycle sooner than anticipated. Recently, the HVAC system at the Redwood Shores Library experienced the failure of multiple components critical for air circulation and temperature regulation within the facility. Many of the control mechanisms

had been discontinued and replacement parts were not readily available through third-party retailers. Given that the facility had returned to having staff working in-person and was open to the public, staff requested and received the City Manager's approval to forgo a competitive bidding process to take corrective and preventative actions to ensure the welfare of the public, maintain the quality of public property, and allow services to continue being provided to the community. Such action allowed the facility to remain open during the summer months while serving as a Cooling Center for the community during warm weather. It is also a Clean-air Facility in the event wild fire smoke inhibits the area. If emergency action was not taken, the facility would have been forced to close for months, while the competitive bidding process could be administered.

ANALYSIS

Section 2.67.4.D in Article VII of Chapter 2 in the City's Municipal Code authorizes the emergency procurement of goods, materials, equipment, supplies or support services that are required to remedy a situation where the health, safety, welfare or quality of welfare of the public or public property is endangered or severely reduced if (1) immediate corrective or preventive action is not taken, (2) the emergency will not permit a delay resulting from a competitive bidding process, and (3) that the action is necessary to respond to the emergency."

Staff requested an estimate from a known service provider capable of taking the necessary corrective action of replacing the HVAC automation system in an expedited fashion. The estimate received was for \$329,800. Based on staff's knowledge of the industry this proposal price was fair and appropriate given the exigency of the situation.

Staff requested emergency authorization from the City Manager to move forward with this proposal as the circumstances that had developed at the facility would result in a severe reduction of welfare for staff and the public and quality of public property if immediate action was not taken. The emergency would not permit a delay resulting from a Competitive Bidding Process, and the action was necessary to respond to the emergency. In staff's experience, projects of this nature can often incur hidden costs as preliminary site assessments do not always reveal the extent of the repairs needed to make systems fully operational. Therefore, staff requested additional funding as a contingency to facilitate any unforeseen change orders that may arise during the system replacement.

Given the exigent circumstances dictating the need for system replacement, work at the Redwood Shores Library commenced prior to the execution of an Agreement for Services. Staff recommends approval of the City Manager's emergency action and a determination that replacing Heating, Ventilating and Air Conditioning (HVAC) systems at the Redwood Shores Library was necessary to respond to the emergency, and authorization for the City Manager to execute an Agreement for Services with Pacific Coast Sales and Service, Inc. dba Pacific Coast Trane Service in an amount not to exceed \$400,000.

FISCAL IMPACT

Funds in the amount of \$400,000 are available in the Tenant Improvement Account of the Capital Outlay Fund.

ENVIRONMENTAL REVIEW

This project meets the CEQA exemption criteria as set forth in CEQA Guidelines Section 15301 (Class 1. Existing Facilities) in that it involves the minor repair and alteration of an existing City facility with negligible or no expansion of use.

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 available as the replacement is being conducted in order to restore the HVAC system to standard operating conditions under emergency circumstances.

ATTACHMENTS

Attachment A – Agreement for Services

REPORT PREPARED BY:

Aaron Nair, Management Analyst
anair@redwoodcity.org
(650) 780-7474

APPROVED BY:

Terence Kyaw, Public Works Director
Melissa Stevenson Diaz, City Manager

AGREEMENT FOR SERVICES
Pacific Coast Sales & Service, Inc. dba Pacific Coast Trane Service

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2021 (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and Pacific Coast Sales & Service, Inc. dba Pacific Coast Trane Service, a California corporation ("Contractor").

RECITALS

- A. City requires heating, ventilating, and air conditioning equipment, systems, and installation services.
- B. Contractor has the necessary experience in providing such services.
- C. Selection of Contractor is expected to achieve the desired results in an expedited fashion.
- D. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

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

1. Scope of Work. City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Contractor may not change the list of Key Personnel without the prior written consent of the City.
2. Standard of Performance. While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the urban Northern California Area. Contractor will also use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will begin on the Effective Date and will end when Contractor has performed the Services completely.
4. Schedule. Contractor will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work

stoppages, or other labor disturbances conducted by, or on behalf of, Contractor's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Contractor a not-to-exceed amount of Four Hundred Thousand Dollars (\$400,000) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Contractor, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1 Contractor must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Contractor is billing City;

6.1.2. Percentage of Services completed to date;

6.1.3. Amount/percent billed to date;

6.2. The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its officers, agents, employees, Contractors, or subcontractors (collectively, "Contractor Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or any Contractor Personnel. Contractor agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Contractor or any Contractor Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Contractor.

7. Status of Contractor. Contractor will perform the Services as an independent contractor and not as an employee of City. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

8. Labor Code Prevailing Wage. To the extent required by law, Contractor will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and

mechanics employed in the execution of the Services by the Contractor or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Contractor will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Contractor will forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. Subcontracting. Contractor will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the subcontractor's acts and omissions as Contractor is for the acts and omissions of persons directly employed by Contractor. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, Contractors, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Contractor will be responsible for paying subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Contractor unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Contractors. City reserves the right to employ other Contractors in connection with the Services.

11. Indemnification.

11.1 Contractor will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") arising out of the performance of the Services, caused or claimed to be caused by the acts, errors and/or omissions of Contractor, or any Contractor Personnel or anyone for whose acts any of them may be liable (collectively, "Responsible Parties"). Contractor's responsibilities under this Section 11 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Contractor's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2 Notwithstanding Contractor's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Contractor, if City chooses to do so.

11.3 Contractor agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4 Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5 Nothing contained in this Agreement will be construed to require Contractor to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Contractor to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6 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 plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7 Acceptance by City of Contractor's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8 The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Contractor 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 performance of the Services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

12.1 Coverages and Limits. Contractor, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.

12.1.1 Commercial General Liability Insurance. Contractor will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject

of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.2 Business Automobile Liability Insurance. Contractor will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3 Workers' Compensation Insurance. Contractor will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.1.4 Employer's Liability Insurance. Contractor will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

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

12.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Contractor commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

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

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

13. Business License. Contractor will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Contractor to City (a "Deliverable"), such Deliverable will be and remain the property of City. Contractor will provide a copy of all Deliverables to City in their native format. Contractor may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Contractor under this Agreement that are not Deliverables (collectively, the "Contractor Documents") will be and remain the property of Contractor. City may request copies of Contractor Documents, and to the extent Contractor agrees to provide copies of such Contractor Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Contractor.

15. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Contractor Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Contractor agrees that all copyrights that arise from the Services will be vested in City, and Contractor relinquishes all claims to the copyrights in favor of City.

17. Notices. 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 Contractor under this Agreement.

For City:

City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Contractor:

Name: Mark Warren
Title: BAS Department Manager
Address: 310 Soquel Way
Sunnyvale, CA 94085
Phone No: (408) 598-0863

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. 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.

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Contractor or any Contractor Personnel, Contractor or Contractor Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Contractor, for Contractor and on behalf of all Contractor Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Contractor further warrants that neither Contractor, nor any Contractor Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Contractor will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1 Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2 If Contractor fails or refuses to perform any of the provisions of this Agreement, and if Contractor does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Contractor.

21.3 If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Contractor providing a written notice specifying the nature of the default, Contractor may terminate this Agreement immediately by giving written notice to City.

21.4 Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Contractor will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims and Lawsuits. Contractor acknowledges that if a false claim is submitted to City by Contractor, Contractor may be subject to criminal prosecution for fraud. Contractor also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding. As a result of such proceeding, Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. 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. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Contractor may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies 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 any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

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

30. 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)

CITY: City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Pamela Aguilar, City Clerk

CONTRACTOR: Pacific Coast Sales & Service, Inc. dba Pacific
Coast Trane Service
310 Soquel Way
Sunnyvale, CA 94085

*By: Don Druyanoff
Don Druyanoff (Oct 11, 2021 16:20 PDT)

**By: Michael J. Wood
Michael J. Wood (Oct 12, 2021 12:59 PDT)

Printed Name: Don Druyanoff

Printed Name: Michael J. Wood

Title: President

Title: CFO

If required by City, proper notarial acknowledgment of execution by Contractor 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**

Scope of Services: Contractor shall supply labor and materials for the completion of all items listed below:

- [Qty. 1] Tracer SC Building Automation System Controller
 - Non-proprietary BACnet protocol
 - Expandable for future projects
 - Web-enabled interface
 - Site standard custom 3D graphics for equipment and floor plans are included

- [Qty. 1] Tridium Gateway
 - Gateway integration to existing Fan Powered VAV zones
 - Gateway integration to existing leak detectors
 - Gateway integration to existing lighting zones
 - Site standard custom 3D graphics for equipment and floor plans are included

- [Qty. 3] Retrofit Existing Siemens TCP Panel
 - Retrofit Existing TCP panels with Tracer UC600/XM70 hardware
 - Replace non Trane compatible temperature end devices
 - Non-proprietary BACnet protocol
 - Expandable for future projects
 - Custom Tower Programming for site specific engineered Sequence of Operation
 - Custom Boiler Programming for site specific engineered Sequence of Operation
 - NEMA1 enclosure
 - Web-enabled interface
 - Standard 3D graphic point mapping for equipment and floor plans are included

- [Qty. 2] Retrofit Existing AHU 1&2 Obsolete Johnson Controls hardware
 - Retrofit Existing Johnson I/O with Tracer UC600/XM70 hardware
 - Replace end devices as needed
 - Non-proprietary BACnet protocol
 - Custom Programming for site specific engineered Sequence of Operation
 - Web-enabled interface
 - Standard 3D graphic point mapping for equipment
 - 7" color display for local overrides and monitoring

II. General Inclusions

- a. Project engineering, management, and technical labor to program, integrate and commission the system is included.
- b. Custom generated 3D graphics will be provided for all buildings and campus as described in the scope above.
- c. Wiring diagrams with termination information for all connected equipment.
- d. Updated building control as-built/record drawings, reflecting new DDC

- zones in DDC engineering riser.
- e. Applicable Use Taxes are included.
- f. First year parts and labor warranty is included.

III. Clarifications

- a. Payment & Performance Bond as customarily provided for projects is not included
- b. Certified payroll report will be provided as required.
- c. Based on reuse of existing conduit and low voltage wire. End devices will be replaced on compatibility with Trane I/O.
- d. All new control wiring will be run in plenum where not exposed or accessible. Where conduit is required, EMT and Rigid conduit piping will be provided as per local union electrical codes, and corrosive environments.
- e. All required conduit shall be EMT or Rigid as specified per site building.
- f. **Agreement is based on utilizing union prevailing wage labor.**
- g. Agreement based on straight time labor hours Monday – Friday (7:00am - 3:30pm).
- h. Building Management System shall integrate to the following systems by enabling and disabling through BAS applications and feedback alarm status to the BAS.
- i. End devices and sensors are assumed to be operational. Repair will be identified and quoted as change to contract.

Exclusions:

- a. Repair to any failed end devices or communication link. Issues will be identified and quoted as change to contract.
- b. Low voltage wiring pertaining to systems not identified in this Agreement.
- c. Air or water balance
- d. Replacement or repair of Fan Powered VAV controllers. Integration ONLY
- e. Replacement or repair of leak detectors. Integration ONLY
- f. Furnish or install VFD's, fan starters, equipment, power meters or smoke detectors
- g. Repair to any existing mechanical equipment linkages, VFD drives, starters, pumps or valves unless specifically stated above.
- h. Furnish, install, wire or terminate duct-mounted smoke detectors, shutdown interlocks, or combination smoke/fire dampers.
- i. Furnish, install, wire or terminate any panels/devices related any systems not explicitly called out above, including (but not limited to): smoke control systems, fire-life safety systems, lighting control systems, power and/or energy monitoring, security, tenant billing systems, etc.
- j. Furnish any labor related to LEED certification.
- k. Cutting. Patching, painting.
- l. Permit and/or plan check fees. (Not Applicable)
- m. Trenching or backfilling, or any underground conduit.
- n. Asbestos or Hazardous Material Abatement.
- o. Demolition of any kind.
- p. Liquidated or consequential damages of any kind.
- q. OCIP/CCIP insurance program credit.
- r. Testing of fire life safety system

Fee: City shall pay Contractor on a per task basis, per the fee schedule below in an amount not to exceed \$400,000. Any change orders requiring the use of contingency funding must be approved by the Facilities Superintendent or their designee. Invoices shall be billed with Net 30 payment terms, in a form consistent with Section 6, Compensation.

Description	Amount
Supply and Installation of Automation System Controller, Gateway, and retrofitting services as outlined in Scope of Services	Flat Rate Amount of \$321,000
Site Survey	Flat Rate Amount of \$8,800
Contingency Funding	Not-to-Exceed \$70,200, subject to change orders approved by the Facilities Superintendent or their designee.
Total Not-to-Exceed	Not-to-Exceed \$400,000

RWC-Pacific Coast Trane Service Agreement - Redwood Shores Library

Interim Agreement Report









2021-10-12

Created:	2021-10-11
By:	PWS-Aaron Nair (anair@redwoodcity.org)
Status:	Out for Approval
Transaction ID:	CBJCHBCAABAALqbPENmZU2NqyWhH-4buGAZvhmdaGSgl

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"RWC-Pacific Coast Trane Service Agreement - Redwood Shore s Library" History

-  Document created by PWS-Aaron Nair (anair@redwoodcity.org)
 2021-10-11 - 10:21:31 PM GMT- IP address: 76.14.0.190
-  Document emailed to Don Druyanoff (dsdruyanoff@trane.com) for signature
 2021-10-11 - 10:24:26 PM GMT
-  Email viewed by Don Druyanoff (dsdruyanoff@trane.com)
 2021-10-11 - 11:17:11 PM GMT- IP address: 75.37.192.136
-  Document e-signed by Don Druyanoff (dsdruyanoff@trane.com)
 Signature Date: 2021-10-11 - 11:20:13 PM GMT - Time Source: server- IP address: 75.37.192.136
-  Document emailed to Michael J. Wood (mjwood@trane.com) for signature
 2021-10-11 - 11:20:15 PM GMT
-  Email viewed by Michael J. Wood (mjwood@trane.com)
 2021-10-12 - 5:34:53 PM GMT- IP address: 169.130.234.24
-  Document e-signed by Michael J. Wood (mjwood@trane.com)
 Signature Date: 2021-10-12 - 7:59:52 PM GMT - Time Source: server- IP address: 169.130.234.24
-  Document emailed to PWS-Aaron Nair (anair@redwoodcity.org) for approval
 2021-10-12 - 7:59:53 PM GMT



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Waive second reading and adopt an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from “Bicycles” to “Micromobility Devices and Operations” and adding Article IV incorporating shared micromobility services in Redwood City

RECOMMENDATION

Waive second reading and adopt an Ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from “Bicycles” to “Micromobility Devices and Operations” and adding Article IV incorporating shared micromobility services in Redwood City.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

At its October 11, 2021 meeting, the City Council held a public hearing and introduced the Ordinance for shared micromobility services in Redwood City by a vote of 7-0. The City Council also adopted a resolution adopting fees for shared micromobility services contingent on the adoption of the Ordinance. The October 11th staff report, including the resolution for shared micromobility services fees, is available at [October 11, 2021 City Council Agenda Packet](#).

ANALYSIS

Assembly Bill (AB) 1286 (2020) (shared mobility devices: agreements), approved by Governor Newsom in 2020, requires that shared micromobility operators enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over their service area. AB 1286 also requires jurisdictions to adopt

operation, parking, and maintenance rules regarding the use of the shared micromobility devices prior to issuing any permit.

Currently, Chapter 8 of the Municipal Code only covers the operation of bicycles. The proposed amendments to Chapter 8 meet the state requirements under AB 1286 for authorizing shared micromobility services in the City.

The proposed Ordinance (Attachment A) contains regulations regarding:

- Safe operation of shared micromobility devices on public or private property. The ordinance authorizes the City Manager to establish administrative rules, regulations and procedures to implement the requirements and fulfill the policies of shared micromobility services.
- Shared micromobility operators' responsibility to comply with local, state, and federal regulations regarding device and rider safety, parking, etc.
- Application fees to offset the cost of staff administrative time.
- Fleet expansion if an operator wants to expand their fleet size beyond what is approved by the City.
- Enforcement process if the operator fails to follow the ordinance and/or the administrative regulations.

Staff is proposing to rename Chapter 8 of the Municipal Code from "Bicycles" to "Micromobility Devices and Operation" and adding Article IV "Shared Micromobility Services" to the Chapter.

If adopted, the Ordinance will be effective 30 days from this action, on November 25, 2021.

FISCAL IMPACT

The resolution (Attachment B) for shared micromobility services fees would cover the cost of staff time spent administering and enforcing the program. The fees will be revisited annually to maintain a cost-neutral program. In addition, mid-year budget amendments for revenue and expenditures would be proposed, if necessary.

ENVIRONMENTAL REVIEW

The Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The implementation of this Ordinance is not a project under Section 15061(b) (3) because there is no possibility that administrative authorization of shared micromobility permits will have a significant effect on the environment. This Ordinance is also categorically exempt from the requirements of CEQA under Section 15301(c), Class 1, Existing Facilities because it consists of negligible or no expansion of the operation, repair, maintenance, permitting, or minor alteration of existing public streets, sidewalks, and similar facilities.

PUBLIC NOTICE

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

ALTERNATIVES

1. Reintroduce the ordinance with changes.
2. Do not to adopt the Ordinance.

ATTACHMENTS

Attachment A – Shared micromobility ordinance
Attachment B – Resolution for shared micromobility fees

REPORT PREPARED BY:

Malahat Owrang, Senior Transportation Planner
mowrang@redwoodcity.org
(650) 780-7245

APPROVED BY:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING CHAPTER 8 OF THE MUNICIPAL CODE OF REDWOOD CITY RENAMING THE CHAPTER FROM “BICYCLES” TO “MICROMOBILITY DEVICES AND OPERATIONS” AND ADDING ARTICLE IV (SHARED MICROMOBILITY SERVICES)

WHEREAS, Chapter 8 of the Municipal Code for the City of Redwood City (the “City”) sets forth standards related to bicycles; and

WHEREAS, California Assembly Bill (AB) 1286 (2020) (shared mobility devices agreements) requires a shared micromobility operator to enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over the area of use; and

WHEREAS, AB 1286 requires a city or county to adopt shared micromobility operation, parking, and maintenance rules before the shared micromobility operator may offer shared micromobility devices for rent or use; and

WHEREAS, the regulated and permitted operation of shared micromobility devices, which includes bicycles and scooters, is recognized as an alternative and efficient means of personal transportation; and

WHEREAS, the authorization of shared micromobility services in the City is consistent with the City’s goals of sustainability and reducing vehicle trips and traffic congestion; and

WHEREAS, it is in the City’s best interest to implement regulations regarding shared micromobility services to protect and enhance the quality of life for the City’s residents, visitors, employees, and for public health, safety, and general welfare.

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

Section 1: The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2: The Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The implementation of this Ordinance is not a project under Section 15061(b)(3) because there is no possibility that administrative authorization of shared micromobility permits will have a significant effect on the environment. This Ordinance is also categorically exempt from the requirements of CEQA under Section 15301(c), Class 1, Existing Facilities because it consists of negligible or no expansion of the operation, repair, maintenance, permitting, or minor alteration of existing public streets, sidewalks, and similar facilities.

Section 3: If any section, subsection, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion

or sections of the ordinance. The City Council declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

Section 4: The title of Municipal Code of Redwood City Chapter 8 is hereby renamed from “Bicycles” to “Micromobility Devices and Operations.”

Section 5: Article IV is added to Chapter 8 by adding the text shown in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 6: The City Clerk is directed to cause this Ordinance to be published in the manner required by law.

Section 7: This Ordinance shall go into effect 30 days following its adoption.

* * *

EXHIBIT “A”

[Article IV is added to the renamed Redwood City Code Chapter 8 (Micromobility Devices and Operations) to read as follows]

ARTICLE IV. SHARED MICROMOBILITY SERVICES

Section 8.20. Purpose

The purpose of this Article is to establish regulations governing shared micromobility services to promote the general health, safety, and welfare of the residents of the City by:

- A. Encouraging active transportation;
- B. Providing adequate multi-modal transportation options to meet the needs of residents, workers, and visitors;
- C. Reducing the potential for bicycles and scooters to block or interfere with pedestrian and emergency service use; and
- D. Protecting the public right-of-way from uncontrolled, unmanaged encroachment.

Section 8.21. Definitions

For the purpose of this Article, the following words and phrases shall have the meaning respectively ascribed thereto.

- A. “Department” means Community Development and Transportation Department.
- B. “Director” means Director of the Community Development and Transportation Department or their designee.
- C. “Public property repair and maintenance fee” means a refundable fee that is collected from shared micromobility operators during the permit process to reimburse the cost of potential damage to public right-of-way.
- D. “Rider” means any person who rents a shared micromobility device for a trip, any part of which is located within the City of Redwood City.
- E. “Shared micromobility business” means a business owning, managing, and/or making available shared micromobility devices for a fee.
- F. “Shared micromobility device” means a device, including powered or non-powered bicycles and scooters, designed specifically for shared micromobility services and deployed by a shared micromobility operator. It does not include any assistive mobility devices used by persons with disabilities.
- G. “Shared micromobility fee per ride” means a non-refundable fee that each shared micromobility operator shall pay to the City per every ride on a shared micromobility device within the City.

- H. “Shared micromobility fleet” or “fleet” means all shared micromobility devices operated by a shared micromobility operator.
- I. “Shared micromobility fleet expansion fee” means a nonrefundable fee due at the time a shared micromobility operator submits the application.
- J. “Shared micromobility fleet expansion” means an increase in the number of shared micromobility devices operated by a shared micromobility operator in the City.
- K. “Shared micromobility fleet expansion permit” means a permit issued by the City to a shared micromobility operator to increase the number of shared micromobility devices to be operated in the City.
- L. “Shared micromobility impoundment fee” means the hourly fee of the city employees, or city contractors, responsible for impounding the shared micromobility devices.
- M. “Shared micromobility operator” means a person or an entity, including the entity’s employees, contractors, and agents that has been issued a shared micromobility permit for the operation of shared micromobility services.
- N. “Shared micromobility permit” means a permit issued by the City to a shared micromobility operator to conduct business under shared micromobility services.
- O. “Shared micromobility application fee” means a nonrefundable fee due at the time a shared micromobility operator submits the application.
- P. “Shared micromobility permit renewal fee” means a nonrefundable fee a shared micromobility operator submits at the time an application for renewal is submitted.
- Q. “Shared micromobility services” means a system in which a shared micromobility operator makes available bicycles and scooters for use to persons on a short-term basis for a fee.
- R. “Shared micromobility administrative regulations” means any administrative rules, regulations and procedures promulgated by the City Manager to implement the requirements and fulfill the policies of this Article.

Section 8.22. Shared Micromobility Permit

- A. It is unlawful to operate a shared micromobility business in the City without obtaining a shared micromobility permit from the City. The issuance of a shared micromobility permit will be discretionary. In addition, a shared micromobility operator is required to obtain a business license and other necessary permits separately.
- B. Shared micromobility operators must comply with this Article and the shared micromobility administrative regulations established by the City Manager. The City

Manager may adopt additional administrative procedures to implement the provisions of this Article, including additional permit application standards, and requirements.

Section 8.23. Application for a Shared Micromobility Permit; Issuance

- A. **Application.** An application for a shared micromobility permit shall be filed with the Department on a form prescribed by the Director consistent with the shared micromobility administrative regulations.
- B. **Issuance.**
 - 1. The City will only issue shared micromobility permits to shared micromobility businesses that demonstrate the ability to meet the needs of the City and its residents by providing service at high-demand locations, laying out an operation plan that maintains a sustainable service, and providing inclusive and adequate means of communication with the public.
 - 2. The City will not issue a shared micromobility permit or shared micromobility fleet expansion permit pursuant to section 8.27 until the Director has:
 - a. Physically inspected the shared micromobility business's shared micromobility devices to ensure compliance with the City Code and the shared micromobility administrative regulations;
 - b. Determined that the proposed staging location of shared micromobility devices within the City complies with applicable zoning regulations and other applicable laws;
 - c. Determined that the shared micromobility business has paid the necessary fees; and
 - d. Determined that all requirements of the shared micromobility administrative regulations have been met.
 - 3. Shared micromobility businesses whose applications are denied may appeal the Director's decision in accordance with section 8.32.

Section 8.24. Term of Shared Micromobility Permits; Renewal

A shared micromobility permit is valid for one year from the date it is issued, unless suspended or revoked sooner. A shared micromobility permit may be renewed pursuant to section 8.26.

Section 8.25. Shared Micromobility Fees

- A. A shared micromobility operator shall be subject to the following fees:
 - 1. A shared micromobility application fee;
 - 2. A shared micromobility application renewal fee;
 - 3. A shared micromobility application fleet expansion fee;
 - 4. A shared micromobility fee per ride;
 - 5. A public property repair & maintenance fee; and
 - 6. A shared micromobility impoundment fee.
- B. The amounts of the fees described in this section shall be established by resolution of the City Council.

Section 8.26. Shared Micromobility Permit Renewal

- A. A renewal application shall be filed with the Department on a form prescribed by the Director consistent with the shared micromobility administrative regulations.
- B. Based on the overall performance of shared micromobility services and its impact to city streets, sidewalks, paths, driveways, doorways, and other avenues of vehicular and pedestrian traffic, the Director may limit the number of permits for shared micromobility operators.
- C. The application for renewal shall be accompanied by a nonrefundable shared micromobility renewal fee.

Section 8.27. Expansion of Shared Micromobility Fleet

- A. No shared micromobility operator shall expand its fleet beyond the total permitted amount until such expansion has been approved by the Director.
- B. An application to expand the shared micromobility operator's fleet beyond the total permitted amount shall be submitted to the Department consistent with the shared micromobility administrative regulations.
- C. The application for expansion of a fleet shall be accompanied by a nonrefundable shared micromobility fleet expansion fee.

Section 8.28. Compliance with Shared Micromobility Administrative Regulations and Other Applicable Laws

- A. Every shared micromobility operator shall comply with all the operation, parking, and maintenance requirements under the City's shared micromobility administrative regulations and with the California Vehicle Code and any other applicable laws and regulations.
- B. It is the responsibility of a shared micromobility operator to communicate all restrictions and regulations identified in the shared micromobility administrative regulations, including those regulating the speed and parking of shared micromobility devices, to their riders through their mobile application or other customer service channels.

Section 8.29. Unauthorized Operation of Shared Micromobility Services

- A. The City may impound a shared micromobility device that is displayed, offered, or made available for rent in the City by a shared micromobility business without a valid shared micromobility permit.
- B. The shared micromobility business shall collect the unauthorized shared micromobility devices within 24 hours after receiving notice from the City and shall notify the City within 24 hours after collecting all unauthorized shared micromobility

devices. Otherwise, the shared micromobility business shall first reimburse the City for the costs of impoundment in order to collect the unauthorized shared micromobility devices.

Section 8.30. Defective Shared Micromobility Devices

A shared micromobility operator must remove any shared micromobility device from its fleet if the battery or motor on a shared micromobility device is determined by City to be unsafe for public use. The failure by the shared micromobility operator to remove these defective shared micromobility devices may result in a fine and/or revocation or suspension of the shared micromobility permit.

Section 8.31. Shared Micromobility Permit Revocation or Suspension

- A. The Director may suspend or revoke a shared micromobility permit for any of the following reasons:
1. Failure to comply with the Redwood City Municipal Code, the shared micromobility administrative regulations, federal or state law, or any other applicable laws or regulations;
 2. Failure to pay any fines, penalties, fees or damages lawfully assessed upon it;
 3. A determination by the City that a shared micromobility device poses a risk to public health, safety or general welfare, or conflicts with the City's use of the public right-of-way;
 4. A breach of confidential data obtained from riders; or
 5. For other good and sufficient cause as determined by the Director.
- B. If a shared micromobility permit is revoked or suspended, the Director may require that the shared micromobility operator's fleet be removed from the City within 10 calendar days of the Director's decision. The shared micromobility operator must pay all costs associated with removal and storage of the shared micromobility devices, in addition to any applicable fines, fees, or other applicable penalties. If there is any damage to the public right-of-way, the cost to repair the damage will be deducted from the shared micromobility operator's public property and maintenance fee.
- C. If the Director determines that grounds for shared micromobility permit revocation or suspension exist, the Director shall furnish written notice of the proposed permit revocation or suspension. The notice shall be mailed, postage prepaid, addressed to the last known address of the shared micromobility operator and shall set forth the ground or grounds upon which the proposed revocation or suspension is based, the pertinent regulations, and a brief statement of the factual matters in support of the revocation or suspension. The shared micromobility operator may file an appeal within ten (10) calendar days of the date the decision was mailed and request a hearing. If the decision is appealed, the notice of hearing shall be sent by first-class mail to the applicant within ten (10) calendar days of filing a timely notice of appeal. At the hearing, all parties involved shall have a right to offer testimonial, documentary, and tangible evidence bearing on the issues.

- D. The Director shall render a written decision within ten (10) calendar days following the hearing date.
- E. The operator may appeal the decision of the Director in accordance with the procedures set forth in section 8.32.

Section 8.32. Appeals

A shared micromobility business or operator who wishes to appeal the decision of the Director regarding an action to deny, revoke or suspend a permit, may do so pursuant to the following procedures:

- A. An appeal may be made by filing a written request for appeal with the City Clerk's office within ten (10) calendar days of the date the decision was mailed. If no appeal is filed within this time period, then the decision of the Director shall become final and the shared micromobility operator shall be deemed to have waived all rights to appeal or another review. All requests for appeal shall include a statement of the basis for the appeal and the errors alleged to have occurred.
- B. The City Manager shall schedule a hearing on the appeal within ten (10) calendar days of filing a timely appeal. The notice of hearing shall be sent by first-class mail to the applicant within ten (10) calendar days of filing a timely notice of appeal.
- C. The City Manager shall review the written record and allow testimony to be given. After all verbal testimony has been reviewed, the City Manager shall render a written decision within ten (10) calendar days following the hearing date. The action of the City Manager shall be final and conclusive, subject only to applicable judicial review.

RESOLUTION NO. 15993

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING CERTAIN FEES FOR SHARED MICROMOBILITY SERVICES

WHEREAS, the City Council of the City of Redwood City (the "City") is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, California Assembly Bill (AB) 1286 (2020) (shared mobility devices: agreements) requires City to adopt shared micromobility operation, parking, and maintenance rules before authorizing shared micromobility operators to offer shared micromobility devices for rent or use; and

Whereas, on October 25, 2021, the City adopted the Ordinance amending the Redwood City Municipal Code Chapter 8 ("Shared Micromobility Services Ordinance") to regulate shared micromobility services; and

WHEREAS, the Community Development and Transportation Department staff completed a Fee Study and conducted extensive analysis and outreach to shared micromobility operators to ensure that the proposed fees reflect the actual costs of providing services to the shared micromobility operators; and

WHEREAS, the amount of the proposed fees is no more than necessary to cover the City's reasonable costs to process the applications for permits, provide the parking and other infrastructure needed for shared micromobility devices, monitor operations, perform investigations, inspection, and audits, and otherwise administer shared micromobility services; and

WHEREAS, the City of Redwood City Master Fee Schedule does not currently have fees associated with shared micromobility services; and

WHEREAS, in order to better achieve the City's policy and cost recovery goals, the City Council deems it advisable and in the best interests of the City to adopt certain fees as set forth on Exhibit A, which is attached hereto and incorporated herein by reference (the "Proposed Fees"); and

WHEREAS, a duly-noticed public hearing was held by the City Council on October 11, 2021 regarding the adoption of Proposed Fees for shared micromobility services; and

WHEREAS, at least ten (10) days prior to the public hearing, the City made available to the public data indicating the amount of cost, or estimated cost, required to provide the services for which the Proposed Fees will be charged.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

Section 1. The above recitals are accurate, constitute findings in this matter, and are hereby incorporated into this reference.

Section 2. The amount of each of the Proposed Fees does not exceed the estimated amount of the reasonable costs required to provide the service for which the fee or service charge is levied.

Section 3. Commencing on July 1, 2022 and on July 1 of each fiscal year thereafter, the Proposed Fees shall be administratively revised and increased annually by a factor equal to the net change in average City salaries and benefits costs for that fiscal year. Such net change is measured by dividing the average budgeted City salary and benefit costs for the fiscal year in which the change is to become effective by the average budgeted City salary and benefit costs for the prior fiscal year. The average budgeted City salary and benefit costs for any fiscal year shall be determined by dividing the total budgeted salary and benefit costs by the expected total number of full-time equivalent employees for that fiscal year.

Section 4. The Proposed Fees are hereby approved and adopted.

Section 5. As the lead agency under CEQA, the City of Redwood City has determined that adoption of this Resolution does not constitute a project as defined by the CEQA Guidelines, because it has no potential for resulting in either a direct or a reasonably foreseeable indirect physical change in the environment.

Section 6. This resolution shall only take effect if and when the Shared Micromobility Services Ordinance becomes effective, and shall go into effect on the later of 60 days from the adoption of this resolution or the date such Ordinance is effective.

* * *

Exhibit A

Shared Micromobility Services Fee Schedule

Proposed Shared Micromobility Services Fees			
Item	Refundable?	Fee Amount	Payment schedule
Application Fee (first time permit, permit renewal, fleet expansion)	No	\$2,000	Due at the time of issuing, renewing or amending permit
Per-ride Fee	No	\$0.15	Quarterly
Public Property Repair and Maintenance Fee	Yes	\$5,000	Due at the time of issuing permit
Impoundment fee	No	\$99	Hourly (per staff)

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 11th day of October 2021 by the following votes:

AYES:	Aguirre, Espinoza-Garnica, Gee, Hale, Reddy, Smith and Mayor Howard
NOES:	None
ABSENT:	None
ABSTAINED:	None
RECUSED:	None



Diane Howard
Mayor of the City of Redwood City

Attest:



Pamela Aguilar, CMC
City Clerk of Redwood City

I hereby approve the foregoing
resolution this 11th day of October 2021.



Diane Howard
Mayor of the City of Redwood City

RESO. # 15993
MUFF # 301

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
LOCAL CHANNEL 26
COMCAST CHANNEL 27
AT&T U-VERSE CHANNEL 99

The City Council held a closed session at 5:00 p.m. on October 11, 2021 conference with labor negotiators pursuant to California Government Code §54957.6.

The meeting adjourned at 5:35 p.m.

JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING AGENDA Monday, October 11, 2021 6:00 PM

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** – Mayor Howard led the pledge of allegiance.
4. **PRESENTATIONS/ACKNOWLEDGEMENTS**

4.A. Proclamation recognizing Indigenous People's Day

Dr. Jonathan Cordero from the Association of the Ramaytush Ohlone Tribe was present to accept the proclamation.

4.B. Proclamation recognizing Children's Environmental Health Month

Marlyn Ruddenbaum, RN from the Alliance of Nurses for Healthy Environments (ANHE) was present to accept the proclamation.

4.C. Presentation by All Home California

Irving Torres from All Home California 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:

- Pat X
- Amy Buckmaster

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. Investment Report for period ended June 30, 2021 (501) MO 21-179

Recommendation:

By motion, approve the City's Investment Report for the period ending June 30, 2021.

CEQA:

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

6.B. Acceptance of the Hazard Mitigation Grant Award from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) to the City of Redwood City (City) for the Bradford Storm Drainage Pump Station Improvement Project and authorization to execute the agreement with Wood Rodgers, Inc.

**(304) MO 21-180
Reso 15988 (0083)**

Recommendation:

1. Adopt a resolution of the City Council of the City of Redwood City 1) accepting the FY21-22 Hazard Mitigation Grant Program Award of \$809,925 for a total project budget of \$1,079,900 from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) and authorizing the City Manager to execute the grant award agreement and related contract documents; and 2) increasing Capital Outlay Funds – Storm Water Pump Station Rehabilitation budgeted expenditures by \$269,975 and the Other Restricted Donations/Grants Fund budgeted revenues by \$809,925 and budgeted expenditures by \$809,925 to accommodate the FY21-22 Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) and project implementation; and
2. By motion, approve and authorize the City Manager to execute the Agreement for Services for design and civil engineering consulting services of the Bradford Storm Drainage Pump Station Improvement Project with Wood

Rodgers, Inc. of Sacramento in the amount of \$1,060,308, and authorize the City Manager or the City Manager's designees to increase the contract amount, if necessary, up to 10% of the amount awarded, not to exceed \$106,031.

CEQA:

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

6.C. Amendment No. 2 to Agreement with Metropolitan Planning Group, Inc. for historical preservation services (304) MO 21-181

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Professional Services with Metropolitan Planning Group, Inc. for a historic preservation consultant in the amount of \$50,000 for a total contract amount not to exceed \$200,000.

CEQA:

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

6.D. Accept annual report from the Redwood City Improvement Association (RCIA) (506) Reso 15989 (0081)

Recommendation:

Adopt a resolution accepting the annual report and financial statement for Fiscal Year 2019-2020 from the Redwood City Improvement Association and authorizing the Redwood City Improvement Association to implement the services identified in the Management District Plan.

CEQA:

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

6.E. Resolution accepting a donation of \$89,089 from the Redwood City Friends of the Library to support Library programs, events, and activities (301) Reso 15990 (0079)

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City 1) approving and accepting a donation of \$89,089 from the Friends of the Redwood City Public Library; and 2) increasing General Fund revenue and expenditure budgets by \$89,089 in the Library Department.

CEQA:

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

6.F. Resolution declaring the continued state of local emergency caused by the COVID-19 pandemic supporting continuation of remote meetings to preserve public health and safety (301) Reso 15991 (0074)

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City declaring the continued state of local emergency caused by the COVID-19 pandemic and making findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference in order to ensure the health and safety of the public.

CEQA:

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

6.G. Resolution approving the implementation of the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (MOU) (304) Reso 15992 (0080)

Recommendation:

Adopt a resolution approving the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (SBWMA) to allow SBWMA to perform SB 1383 related duties and responsibilities on behalf of SBWMA member agencies, and authorizing the City Manager to execute said SB 1383 Memorandum of Understanding and make any minor, clarifying and conforming changes approved by the City Attorney.

CEQA:

Not a project under CEQA Guidelines 15378(b)(5)

6.H. Purchase of three 2022 Freightliner Dump Trucks (304) MO 21-182

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement to purchase three 2022 Freightliner Dump Trucks in the amount of \$400,636 from West-Mark Holdings, LLC of Ceres, CA.

CEQA:

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

6.I. Approve Minutes of September 27, 2021 City Council meeting (301) MO 21-183

6.J. Approve claims and checks from October 11, 2021 - October 25, 2021 and the usual and necessary payments through October 25, 2021 (303) MO 21-184

7. STUDY SESSIONS

7.A. Study Session on long term planning for City water, sewer and storm drain utilities

Public Works Director Terence Kyaw, Public Works Superintendents Justin Chapel and Sindy Mulyono-Danre, and Chair of the Utilities Sub-Committee Mayor Howard gave a presentation.

There was no public comment.

Recommendation:

Receive an update on the long term planning related to the City's water, sewer and storm drain utilities and provide individual City Council member input. This is a study session and no formal action will occur at this meeting.

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.

8. PUBLIC HEARINGS

8.A. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code incorporating shared micromobility services in Redwood City and adopt, contingent on the adoption of the ordinance amending Chapter 8, the resolution adopting certain fees for shared micromobility services (301) MO 21-185
Reso 15993(0078)

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

Mayor Howard opened the public hearing. The following members of the public spoke:

- Taylor Pope

Mayor Howard closed the public hearing.

Recommendation:

1. Hold a public hearing;
2. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from "Bicycles" to "Micromobility Devices and Operations" and adding Article IV incorporating shared micromobility services in Redwood City; and

3. Adopt a resolution adopting certain fees for shared micromobility services contingent on the adoption of the ordinance amending Chapter 8 of the Redwood City Municipal Code.

CEQA:

Implementation of this ordinance is not a project under Section 15061(b)(3), and also categorically exempt Section 15301(c), Class 1

Motion and second, Aguirre and Smith to:

1. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from “Bicycles” to “Micromobility Devices and Operations” and adding Article IV incorporating shared micromobility services in Redwood City; and

2. Adopt a resolution adopting certain fees for shared micromobility services contingent on the adoption of the ordinance amending Chapter 8 of the Redwood City Municipal Code.

The motion passes unanimously by roll call vote.

9. **STAFF REPORTS - None**

10. **MATTERS OF COUNCIL INTEREST**

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

A. **C/CAG, South Bayside Waste Management Authority (RethinkWaste) and Silicon Valley Clean Water Commission (Council Member Aguirre)**
Council Member Aguirre gave presentations on current projects of the City/ County Association of Governments (C/CAG), South Bayside Waste Management Authority (RethinkWaste) and Silicon Valley Clean Water Commission.

B. **C/CAG Congestion Management & Environmental Quality (CMEQ) and LAFCo (Council Member Reddy)**
Council Member Reddy gave updates on the C/CAG Congestion Management & Environmental Quality (CMEQ) and Local Agency Formation Commission (LAFCo).

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

A. **Governance Sub-Committee** – Vice Mayor Hale gave an update.

B. **Transportation / Mobility Sub-Committee** – Council Member Espinoza-Garnica gave an update.

C. **Harbor View Ad Hoc Committee** – Mayor Howard gave an update.

10.C. City Manager (Oral) Update – City Manager Stevenson Diaz gave an update on the Housing Element, expanded in-person hours and services at City Hall and branch libraries, and October 21 International Shakeout Day.

11. ADJOURNMENT – Mayor Howard adjourned the meeting at 8:30 p.m.

Respectfully submitted for approval.

Pamela Aguilar, CMC
City Clerk

DRAFT



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Appointment to one partial term seat on the Police Advisory Committee by Council Member Michael Smith

RECOMMENDATION

Council Member Michael Smith to appoint one member to a partial term seat on the Police Advisory Committee that will expire on May 31, 2023.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

On March 8, 2021, the City Council adopted [Resolution 15939](#) forming an 11-member Police Advisory Committee to support partnership and transparency between the community and the Police Department.

On April 26, 2021, following a robust recruitment, the City Council appointed 11 community representatives to the Police Advisory Committee – seven members appointed directly by each City Council member to serve two-year terms, and four members appointed at large by a majority of the City Council to serve four-year terms. Additionally, the Council voted to maintain the current applicant pool to fill any vacancies that occur through March 31, 2022.

On September 14, 2021, a member of the Police Advisory Committee who was directly appointed by Council Member Smith resigned from their two-year term, resulting in a vacant seat expiring on May 31, 2023.

ANALYSIS

As the resigning Police Advisory Committee member was directly appointed by Council Member Smith, the same process will be followed for appointment to the vacant seat. City staff contacted all remaining candidates in the active applicant pool to confirm their continued interest in serving on the committee. Of the eight applicants contacted, five confirmed their interest in being considered for appointment, and those applications were forwarded to Council Member Smith for further review and consideration.

The applicants for consideration are the following:

- Greg Bryant
- James Dudley
- Steven Howard
- Edward Messinger
- Bill Newell

Council Member Smith will select one candidate from the above list to fill the partial term seat vacated by his prior direct appointment.

FISCAL IMPACT

There is no fiscal impact. Funding to support appointments of Boards, Commissions and Committees is included in the City Clerk's Office budget.

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

Council Member Smith could decide to not appoint a candidate from the current list; staff would then immediately re-open the recruitment process for the Police Advisory Committee.

ATTACHMENTS

Candidate applications are on file with the City Clerk's office and may be viewed upon request.

REPORT PREPARED BY:

Yessika Dominguez, Assistant City Clerk
ydominguez@redwoodcity.org
(650) 780-7221

APPROVED BY:

Pamela Aguilar, City Clerk
Melissa Stevenson Diaz, City Manager



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Adoption of the 2021 Redwood City Equity Plan

RECOMMENDATION

Adopt the 2021 Redwood City Equity Plan.

STRATEGIC PLAN GUIDING PRINCIPLE

Equity

BACKGROUND

The Redwood City Council has repeatedly declared its commitment to racial equity and inclusion as a matter of public policy. In 2017, the City Council adopted a resolution designating Redwood City as a Welcoming City, noting that Redwood City is *“a diverse multi-ethnic community that celebrates and embraces its many cultures”* and seeks to *“value the contributions of all members of the community including newcomers and immigrants.”*

In 2019, the City Council issued a proclamation for United Against Hate Week, which stated the City’s strong support for *“honoring and protecting every individual regardless of race, creed, color, gender, religion, ethnicity, nationality, orientation, or identity.”*

In January of 2020, the City Council adopted its 2020 Strategic Plan with the Mission Statement: *“Building a welcoming Redwood City through collaboration, responsiveness and excellence.”* It also featured the City’s Vision Statement: *“A community where people of all backgrounds and income levels can thrive.”* On October 12, 2020, the City Council amended the Redwood City Strategic Plan to make equity a

foundational principle in the City's work, stating "Redwood City will put equity first, urging a collective restart so that policies serve the entire community."

On August 10, 2020, the City Council adopted Resolution 15877 declaring that Black Lives Matter and reaffirming the City's commitment to racial equity. The resolution stated, "*members of the City Council believe in the values of equity, equal justice and equal opportunity, and are dedicated to diversity, inclusion and equal justice as core parts of who we are and what we stand for, and we recognize that we can always do better.*"

Through its actions, Redwood City is working to balance the urgency of advancing equity and the importance of doing it effectively, respectfully, and sustainably. Finalizing a City Equity Plan typically involves approximately 18 months of stakeholder engagement to ensure the city government prioritizes goals that align with the needs and interests of marginalized communities across the municipality. The proposed 2021 Redwood City Equity Plan applies learnings from extensive outreach conducted for projects with adjacent goals and focuses on clarifying, demonstrating, and institutionalizing the City's commitment to equity.

At the August 28, 2021 City Council offsite meeting, the City Council's Equity and Social Justice Sub-Committee presented a draft of the attached 2021 Redwood City Equity Plan. In preparation of developing the draft Equity Plan, the Equity and Social Justice Sub-Committee reviewed key equity [frameworks](#) and [sample equity plans](#) from other cities to provide shared context for its work. The Sub-Committee also received a list of Department Equity Commitments, subsequently updated in the City's [Fiscal Year 2021-22 Recommended Budget](#). The Sub-Committee also reviewed [stakeholder engagement data](#) and [brainstormed](#) equity-related potential policy areas for the City to potentially address through an Equity Plan.

After reviewing Sub-committee feedback and equity impact [prioritization](#) criteria used in other cities, staff developed an Equity Plan proposal that incorporates a data-based prioritization tool that can be applied to the policy areas identified in the brainstorm and other areas of the City's work. Information from other cities showed that topics were often prioritized for inclusion in their equity plans based on either existing data about a disparity or community voice explored through extensive engagement. The recommended elements of the Redwood City Equity Plan are, in conjunction with existing Redwood City Community engagement efforts, anticipated to address the question of prioritization.

ANALYSIS

A city equity plan is intended to provide actionable steps for developing a more equitable city and city government. The National League of Cities [advocates](#) for this best practice as a method of stating "the city's intentions to improve outcomes for [marginalized communities, including] people of color" by outlining citywide goals and strategies. City equity plans provide an accountability mechanism, making obvious to institutional partners, colleagues, and community members what responsibility a city government and its employees understand themselves to hold for advancing equity. This plan will be a way of putting into action the foundational guiding principle highlighted in the most recent [City Strategic Plan](#).

The six elements of the proposed Plan are intended to:

- Clarify the City's equity commitment:
 1. City Equity Definition
 2. City Equity Statement
- Demonstrate active focus on equity in the City:
 3. Departmental Equity Commitments
- Institutionalize equity as a priority through policy:
 4. Equity Lens Guidance
 5. Geographic Equity Index
 6. Equity Policy Review

A summary of each proposed element follows with a brief description of the element's value in advancing equity locally. The final section of the analysis includes options for evaluating the Plan's impact.

1- City Equity Definition

The City's Equity Definition provides clarity about what an equitable Redwood City could look like. Through this aspirational statement, the City affirms its commitment and outlines the areas in which it will act to advance equity. The definition draws from national best practices and from priorities highlighted by the Equity and Social Justice Sub-Committee.

Regardless of race, class, ability, gender, citizenship status, or other identity, every person who lives, works, studies or plays in Redwood City experiences a long, healthy life full of opportunity. This encompasses fair outcomes in:

- *Housing*
- *Economic empowerment*
- *Public safety*
- *Mental & physical wellness*
- *Civic participation & public accountability*
- *Education*
- *Social inclusion*
- *Sustainability & built environment*

2- City Equity Statement

The City's Equity Statement further clarifies how the institution approaches advancing equity by specifying the types of inclusion-focused actions the City will regularly undertake. It provides an answer to the question 'How does Redwood City advance equity?' In broad strokes, the City commitment to advancing equity is summarized in the following statement:

Redwood City is committed to advancing equity through its work and within the Redwood City community. This means the City commits to the following:

Consider everyone, always: It is the responsibility of government to serve and protect all residents and to uphold their civil rights so that all members of our community feel safe and able to thrive.

Proactively address inequity: Redwood City is committed to rooting out all forms of bias, discrimination or harassment within City government, wherever that may exist.

Prioritize community voice: The City Council and City staff are committed to listening, learning, and collaborating with our community to seek the changes needed and to identify clear actions for the future.

A more detailed description of the City's commitment to equity and social justice is outlined in [Resolution 15877](#), approved by City Council on August 10, 2020.

3- Departmental Equity Commitments

As an expression of the City's commitment to transforming services, each City department has made an equity commitment for Fiscal Year 2021-22. The City's newly formed interdepartmental staff Diversity, Equity and Inclusion (DEI) Committee will monitor each department's progress throughout the year.

4- Equity Lens Guidance

What is it?

An equity lens is a set of questions that supports consideration of equity in the planning and implementation of projects, programs, or decisions. The City Council may direct staff to add a new section to staff reports that describes how an equity lens has been applied to any item coming before the City Council.

Application of an equity lens (also called an "equity toolkit") is a best practice suggested to jurisdictions by the [National League of Cities](#) and the [Government Alliance on Race and Equity](#).

Key questions the use of an Equity Lens addresses:

- How can the City maintain regular focus on equity goals?
- What does it mean to consider equity in City work?
- How can the City operationalize a commitment to advancing equity in its services?
- How can Redwood City model and communicate its expectations for prioritizing equity to partners?

How can it be used to advance equity?

- Deepen rigor of equity consideration in any City project, program, or decision by encouraging staff consideration of equity principles
- Ensure alignment on the City definition of equity by encouraging explicit conversation about equity principles in City Council meetings
- Institutionalize the commitment to equity through regular and specific engagement with the subject of equitable processes and outcomes

Basic Questions for Using an Equity Lens

1. **Burdens and Benefits:** Who would benefit or be burdened by this proposal? Would low-income households or communities of color experience a disproportionate burden?
2. **Understanding Data:** What do the various data tell us about who is affected? Specifically, look at race, income, languages spoken, ability, gender, and neighborhood.
3. **Community Engagement:** How do we engage those who are not often represented in decision-making or those most impacted by inequities? Do we engage people early enough in the process to have an impact?
4. **Decision Making:** Who sits at the decision-making table? Who has the power to invite or participate? Whose interests are represented?
5. **Implementation:** How can we advance equity through the goals of a policy or program?
6. **Unintended Consequences:** What unintended consequences might be produced by the program or policy?
7. **Accountability and Communication:** How will we be accountable to, and communicate with, the community throughout implementation?

Lens from the [City of Long Beach Equity Toolkit](#).

5- Geographic Equity Index

What is it?

An equity index uses a set of indicators to map areas that are experiencing higher or lower levels of inequity. This data-based approach to prioritization can incorporate income, health, or other markers of inequity. High inequity areas frequently overlap with areas with high proportions of people of color or people with low incomes.

Existing, regularly updated, and publicly available examples include:

- Public Health Alliance of Southern California’s [California Healthy Places Index](#)
- California Office of Environmental Health Hazard Assessment’s [CalEnviroScreen 3.0](#)
- University of California Berkeley Othering and Belonging Institute’s [Opportunity Map](#)
- Get Healthy San Mateo County’s [Healthy Neighborhoods Map](#)
- Centers for Disease Control Agency for Toxic Substance and Disease Registry (CDC/ATSDR) [Social Vulnerability Index](#)

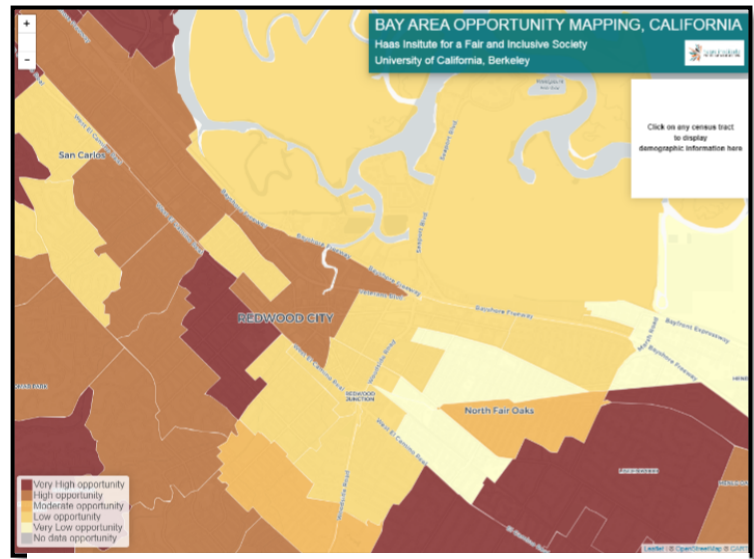


Figure 2. Example: Bay Area Opportunity Map from the Othering and Belonging Institute.

Key questions a Geographic Equity Index addresses:

- Which neighborhoods or areas are experiencing the impacts of marginalization?
- Where is the greatest need or greatest opportunity for positive impact?
- How do we determine where to begin?

How can it be used to advance equity?

- Specify how City considers who benefits and who is burdened by proposed plans
- Establish areas of high need or high inequity in citywide planning or assessment of staff proposals
- Provide a common starting point for conversations about relative need or assets within the City
- Act as an accountability check when applying an equity lens in a project, program, or decision

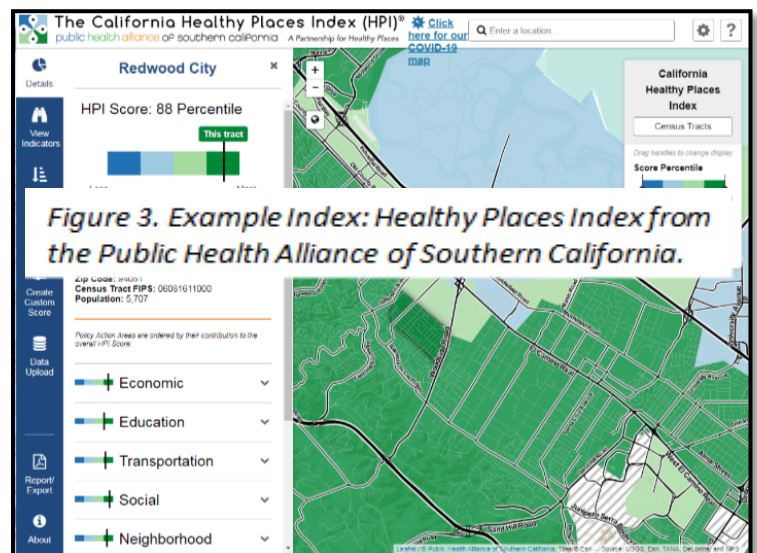


Figure 3. Example Index: Healthy Places Index from the Public Health Alliance of Southern California.

6- Equity Policy Review

What is it?

An Equity Policy Review is a process for exploring potential inequitable impacts of existing policies and identify the standards by which new policies will be assessed. The aim of a policy review is to recognize and mitigate potential inequities in the design or implementation of policies. Policy reviews can help proactively advance equity through all parts of a jurisdiction’s work. An effective review will adopt a framework that identifies a consistent standard or approach to reaching equitable goals and processes, such as an [anchor institution strategy](#).

An [anchor institution](#) is a large employer that supports economic opportunity for its community, particularly for the most marginalized communities, through its business and non-programmatic practices.

This strategy provides a frame for redressing existing inequities in institutional employment, procurement, and investment practices as well as seeking ways to advance economic mobility and wellness, particularly for “frontline” (or “essential”) workers and people of color, through these business functions. An [emerging best practice](#) for city governments, anchor institution strategies align with typical city goals of:

- Inclusive hiring
- Inclusive sourcing or procurement
- Inclusive investment policies
- [Economic mobility](#) or financial empowerment

Key questions an Equity Policy Review addresses:

- How can the City’s business choices support its mission and commitment to equity?
- How can Redwood City consistently improve the outcomes of its policies?
- How can the City report progress in expanding opportunity for all to partners and the public?

How can it be used to advance equity?

- Demonstrate willingness to act on equity commitment in all levels of City functions and services
- Improve existing policy outcomes and proactively identify opportunities to advance equity through business and non-programmatic functions
- Build clear goals for and with partners to support City equity goals, such as economic mobility, sustainability, and collaboration
- Organize information on existing and new activities to advance equity for regular public reporting

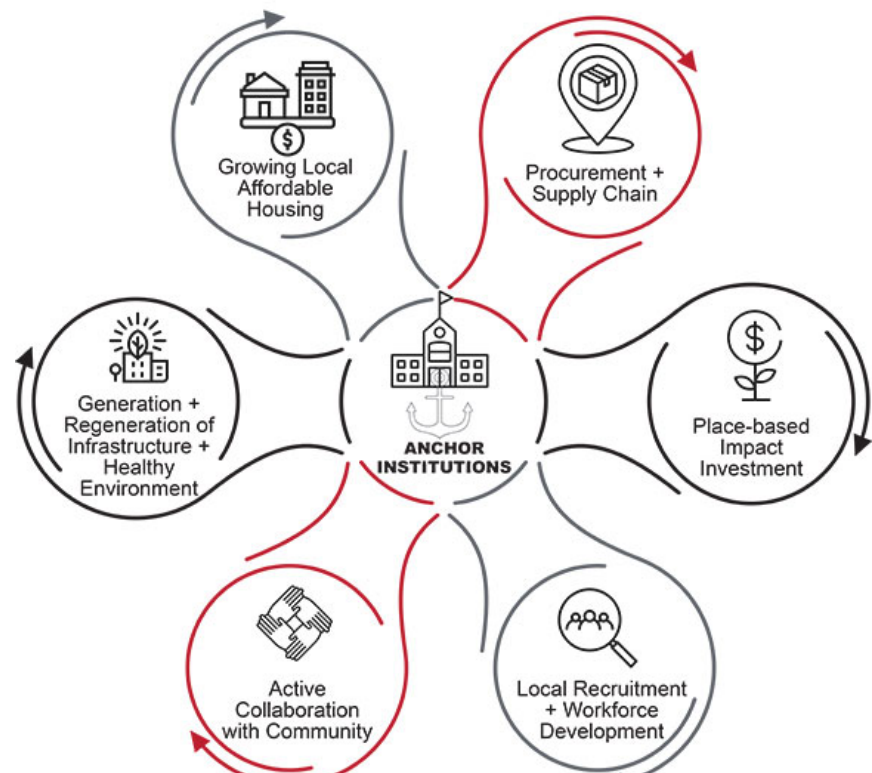


Figure 4. Sample visual summary of anchor institution strategy from [ProBono Australia](#).

Evaluating Plan Impact

As a relatively new tool in local government, there are not yet established norms for demonstrating accountability for equity plans. Because the proposed Plan's goals are long-term and, like many equity plans, the proposed Plan includes operational interventions intended to be applied continuously rather than over a discreet period of time, evaluation may not be straightforward.

In line with the City's Foundational Guiding Principle of equity, the goal of the proposed Plan is to integrate a focus on advancing equity into every part of the City's work. Additional and future steps will be necessary to accomplish this goal fully. Measurable outcomes for the current proposed Plan may include:

- Percentage of staff reports that included description of how Equity Lens was applied
- Number of Redwood City organizations with a shared analysis and aligned vision related to equity in the Redwood City community
- Percentage of staff who rate themselves as having high confidence in applying an equity lens or understanding what equity means at work
- Improvement in community-identified indicators related to equity
- Improvement in department-specific performance metrics related to equity

In other jurisdictions, impact evaluation may take place in public reports such as the annual budget document, through updates to the equivalent of an Equity and Social Justice Sub-Committee, through updates to an internal staff committee or city manager, or as part of communication to the full Council. Redwood City will adopt an evaluation and reporting system that leverages existing City tools and processes.

FISCAL IMPACT

No additional funding is requested at this time. As the Equity Plan is implemented in further detail, additional revenue requirements may be identified.

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 recommend changes to the Equity Plan or ask the Equity and Social Justice Committee to consider alternative approaches for the development of a 2021 Redwood City Equity Plan.

ATTACHMENTS

Attachment A – 2021 Redwood City Equity Plan

REPORT PREPARED BY:

Briana Evans, Equity and Inclusion Officer
bevans@redwoodcity.org
(650) 780-7173

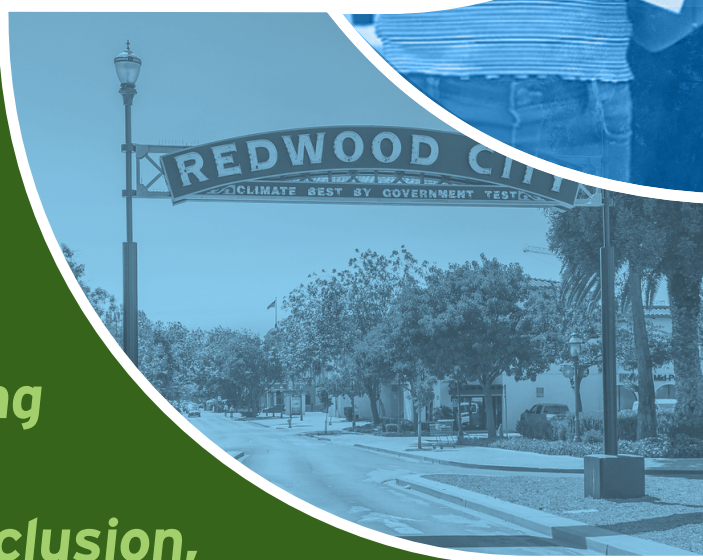
APPROVED BY:

Michelle Poché Flaherty, Assistant City Manager and Administrative Services Director
Melissa Stevenson Diaz, City Manager



2021 REDWOOD CITY

EQUITY PLAN



**Prioritizing
diversity,
equity, inclusion,
and accessibility**

2021

REDWOOD CITY EQUITY PLAN



The City of Redwood City is dedicated to creating an inclusive community where success is not predictable by race, ethnicity, or zip code.

The intentional and unintentional actions of government at the federal, state, and local levels have created and perpetuated disparities based on race, income, ability, and gender that continue to negatively impact our community. These impacts are overlapping and intersectional. Rectifying these inequities is critical to the development of a vibrant community and a high quality of life for all residents. All City Departments will prioritize equity in their planning, delivery, and evaluation of programs, policies, and services.

Redwood City is committed to taking tangible steps to normalize, organize, and operationalize equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community. The City recognizes advancing equity is transformative work that requires both urgency and intentionality at every step to ensure changes work and that they persist.



CITY VISION

A community where people of all backgrounds and income levels can thrive.



CITY FOUNDATIONAL GUIDING PRINCIPLE

Redwood City will put equity first, urging a collective restart so that policies serve the entire community.



EQUITY DEFINITION

Redwood City defines equity as a state in which, *regardless of race, income, ability, gender, citizenship status, or any other identity, every person who lives, works, studies or plays in Redwood City experiences a long, healthy life full of opportunity. This encompasses fair outcomes in:*

- Housing
- Economic Empowerment
- Public Safety
- Mental & Physical Wellness
- Civic Participation & Public Accountability
- Education
- Social Inclusion
- Sustainability & Built Environment



EQUITY STATEMENT

Redwood City is committed to advancing equity through its work and within its community. This means the City commits to the following:

- **Consider everyone, always:** It is the responsibility of government to serve and protect all residents and to uphold their civil rights so that all members of our community feel safe and able to thrive.
- **Proactively address inequity:** Redwood City is committed to rooting out all forms of bias, discrimination or harassment within City government, wherever that may exist.
- **Prioritize community voice:** The City Council and City staff are committed to listening, learning, and collaborating with the Redwood City community to seek the changes needed and to identify clear actions for the future.

A more detailed look at the City's commitment to equity and social justice is outlined in Resolution 15877, approved by City Council on August 10, 2020.

2021 CITY EQUITY PLAN DEVELOPMENT

This first iteration of a citywide equity plan is another step forward in Redwood City's progress towards a collective restart that puts equity first in all of City work. The 2021 Equity Plan was crafted by the City's Equity and Inclusion Officer and City Council's Equity and Social Justice Sub-Committee after detailed review of national best practices and extensive research on community engagement conducted in this city for other projects with adjacent goals.

MAIN AUDIENCE

This plan is written specifically to guide the City of Redwood City senior leaders and staff in:

- Prioritizing diversity, equity, inclusion, and accessibility in responding to the unique needs of each department and the community;
- Deciding how to allocate organizational resources;
- Executing work plan priorities and related tasks; and/or
- Generally supporting the City's commitment to equity.

The target audience for this plan are senior leaders, supervisors, program managers and special teams. These groups will refer to this Equity Plan as they make decisions about where and how to assign people, money, materials, time, energy and attention. City leaders will also support direct reports to apply these equity strategies across their work for the City.

OTHER AUDIENCES












For transparency and accountability, this plan will be communicated in a public meeting and easily accessible to all residents, staff, councilmembers, volunteers, vendors, partners, and other key stakeholders so they are knowledgeable about the City's path forward. Redwood City is committed to engaging the community and using feedback as much as possible to advance the strategies outlined in the 2021 Equity Plan.



2021 REDWOOD CITY

FY 21-22 DEPARTMENTAL EQUITY COMMITMENTS

As an expression of the City's immediate investment in reimagining services, each department has made an equity commitment for fiscal year 2021-22. These commitments operationalize and institutionalize the City's focus on equity. These highlights are a subset of the departments' broader efforts to advance equity.

DEPARTMENT	COMMITMENT	ANTICIPATED OUTCOMES
 Administrative Services Division	Implement utility bill forgiveness program that prioritizes equity	Delinquent utility bills are reduced or eliminated for residents and small businesses with a socioeconomic need
 City Attorney's Office	Advise on equity-related policies and implementation of departmental equity commitments and add an equity lens to legal advice	Devotion of time and resources in advising on departmental equity commitments and incorporating equity lens into legal advice, including attending racial equity-related events, training
 City Clerk's Office	Diversify board, commission, and committee recruiting to encourage representative participation from Redwood City Community	BCCs are more reflective of the diversity of the Redwood City community; Increased number of BCC applicants who identify with historically underrepresented communities
 City Manager's Office	Develop Anti-Displacement Strategic Plan to advance affordable housing for all	Redwood City maintains diversity of income and demographics over 5+ years; Increased housing stability and affordable housing options for the City's most vulnerable residents
 Community Development and Transportation	Center equity in Housing Element planning and engagement	Community and staff recommendation on policies and land use explicitly reflect equity concerns, such as what communities benefit or are burdened by certain policies, and how high-opportunity neighborhoods can be accessible to all groups
 Fire Department	Update recruiting requirements and practices to diversify workforce	Fire Department staff are more reflective of the diversity of the Redwood City Community; Self-sustaining recruitment program and work culture that supports a workforce that accepts a wide range of opinions, ideas, and experiences regardless of social and economic differences
 Human Resources	Begin update of hiring and promotion practices	Hiring and promotion best practices identified; Implementation begun as capacity within HR and organization allows
 Library	Pilot equity budgeting tool for library materials, programs, activities, and events	Library materials, programs, activities and events provide equitable and inclusive experiences for all individuals using the Redwood City Public Library
 Parks, Recreation and Community Services	Amplify the diverse voices of the next generation of leaders through the Teen and Youth Advisory Boards	More diverse Teen and Youth Advisory Boards in terms of race, ethnicity, gender, socioeconomic status and experiences
 Police Department	Conduct collaborative evaluation of Community Wellness and Crisis Response Team pilot	Reduced use of force against persons experiencing mental health crises; As part of a multi-year effort, aim to reduce police involvement in response to persons in mental health crisis and transition task to unarmed professionals
 Public Works	Update 50/50 sidewalk repair program to account for the different needs and resources of community members	Sidewalk repair program equitable and accessible to all; Increased program participation among groups that have not traditionally been able to participate

The City's interdepartmental DEI Committee will provide regular updates on each department's progress throughout the year.

CITYWIDE POLICIES

As a next step in advancing equity as a City, Redwood City commits to the following three policy directives with the aim of highlighting inequities, advancing staff and constituent understanding of and attention to opportunities to address inequities, and ensuring equity is considered in all City work.

1 EQUITY LENS

In staff reports not on consent presented before the Council, staff shall describe how an equity lens has been applied to the planning implementation of the relevant project, program, or decision. An equity lens includes reflection, engagement, and action regarding seven key areas. As an example, see the questions below adapted from the City of Long Beach's Equity Toolkit for City Leaders and Staff:

- **Burdens and Benefits:** Who would benefit or be burdened by this proposal? Would low-income households or communities of color experience a disproportionate burden?
- **Understanding Data:** What do the various data tell us about who is affected? Specifically, look at race, income, languages spoken, ability, gender, and neighborhood.
- **Community Engagement:** How do we engage those who are not often represented in decision-making or those most impacted by inequities? Do we engage people early enough in the process to have an impact?
- **Decision Making:** Who sits at the decision-making table? Who has the power to invite or participate? Whose interests are represented?
- **Implementation:** How can we advance equity through the goals of a policy or program?
- **Unintended Consequences:** What unintended consequences might be produced by the program or policy? What actions will we take to mitigate potential unintended consequences or burdens?
- **Accountability and Communication:** How will we be accountable to, and communicate with, the community throughout implementation?

2 GEOGRAPHIC EQUITY INDEX

Using guidelines provided by the Equity and Social Justice Sub-Committee, staff shall consider the geographic equity index as part of identifying potential benefits and burdens, and identifying communities in which to focus engagement efforts. An equity index uses a set of indicators to map areas experiencing relative levels of inequity. Existing public examples include the **Social Vulnerability Index**, the **California Healthy Places**



Index, and **CalEnviroScreen**. The Equity and Social Justice Subcommittee shall identify an index for use by all staff and suggest methods for its use; however, staff may consider additional equity indices as appropriate.

3 EQUITY REVIEW OF CITY POLICIES

An Equity Policy Review is a process for exploring potential inequitable impacts of existing policies and opportunities to proactively advance equity through policy. An effective review will adopt a framework, such as an **anchor institution strategy**, that identifies equitable goals and processes to inform staff action.

An anchor institution is a large employer that supports economic opportunity for its community, particularly for the most marginalized communities, through its business and non-programmatic practices. This strategy provides a frame for redressing existing inequities in institutional employment, procurement, and investment practices as well as seeking ways to advance economic mobility and wellness, particularly for "frontline" (or "essential") workers and people of color, through these business functions. An **emerging best practice** for city governments, model anchor institution strategies in other jurisdictions align strategies with typical city goals of:

- Inclusive hiring
- Inclusive sourcing or procurement
- Inclusive investment policies
- **Economic mobility** or financial empowerment

The Equity and Social Justice Subcommittee shall receive updates on the policy review and recommend relevant staff direction to Council.

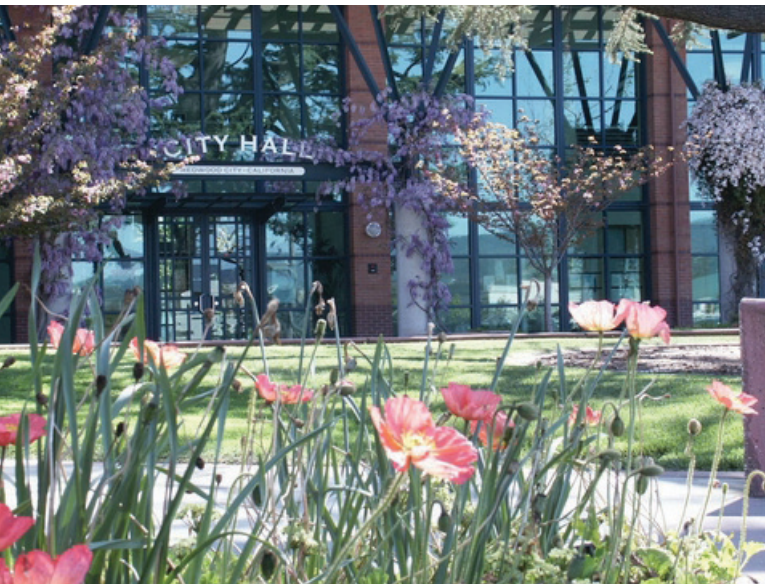


RELATED EFFORTS

IDEAL RWC

www.redwoodcity.org/IDEALRWC

This program of the **City Manager's Office** is organizing efforts related to inclusion, diversity, equity, accessibility, and leadership (IDEAL) across Redwood City. The program works to ensure everyone who lives, works, studies, or plays in Redwood City thrives here by collecting data on and finding solutions for inequities facing socially marginalized communities. To do this, the program supports review and adaptation of City policies and practices, supports departments to embed equity in their operations and services through policy and professional development, and encourages local stakeholders and partners to advance equity within their own spheres of influence.



Redwood City staff can engage the work of adopting inclusive practices and achieving equitable outcomes by participating in an Employee Resource Group, participating in the Interdepartmental DEI Committee, sharing input with the City's Equity and Inclusion Officer, or consulting with the IDEAL RWC team on projects or challenges related to disparate outcomes. Community members can engage IDEAL RWC by sharing input or resources with the Equity and Inclusion Officer and actively participating in City community engagement efforts.

EQUITY AND SOCIAL JUSTICE SUB-COMMITTEE

www.redwoodcity.org/ESJ

Created March 8, 2021, this Council Sub-Committee is made up of three Council members and tasked with reviewing City policies for equity, promoting values of equity and social justice, receiving progress reports

on the development and implementation of the City's Equity Plan, and submitting recommendations to Council as needed.

Redwood City staff can engage the ESJ by reading ESJ agenda packets and materials, attending meetings to explore potential innovations and new ways of thinking about the City's work, and proactively identifying intersections between the ESJ's work and their own.

Community members can engage by providing public comment at ESJ meetings or via email, attending meetings to stay apprised of current equity actions and conversations, or providing public comment at City Council meetings related to the agendas and work of the ESJ.

POLICE ADVISORY COMMITTEE (PAC)

www.redwoodcity.org/PAC

Formed by **Resolution 15939**, the Police Advisory Committee is a committee made up of community members that advises and collaborates with the Police Chief to review City policing policies, review community concerns related to crime and policing practices, receive an annual report on personnel complaint processes, and develop its annual work plan that advances public safety for all. As a new committee, the Police Advisory Committee will develop a work plan to guide its work. The work plan will be visible on its public website.

Redwood City staff can engage the PAC by reviewing PAC agendas and materials, attending PAC meetings, and proactively identifying intersections between the PAC's work and their own.

Community members can engage the PAC by providing public comment at PAC meetings or via email, attending meetings to stay apprised of current actions and conversations related to policing, or providing public comment at City Council meetings related to the agendas and work of the PAC.



ADA TRANSITION PLANwww.redwoodcity.org/ADA

In keeping with its ongoing efforts to serve all members of the community, Redwood City is updating its Americans with Disabilities Act (ADA) self-evaluation and transition plan. The document provides a comprehensive plan for access for individuals with disabilities to City facilities, parks, programs, services, activities and events.

Redwood City staff can engage the ADA Transition Plan by serving on the ADA Transition Plan Committee or submitting input to the Committee through the ADA/504 Coordinator.

Community members can engage the ADA Transition Plan by submitting input to the ADA/504 Coordinator.

REDWOOD CITY TOGETHERwww.rwc2020.org

Redwood City Together (RCT), formerly Redwood City 2020, is a nonprofit collective impact organization that builds and collaboratively implements long-range plans for healthy, safe, and successful families in Redwood City and North Fair Oaks.

Redwood City staff can engage Redwood City Together by signing up for **email updates** to keep abreast of current activities or attending RCT's planning meetings.

Community members can engage by signing up for **email updates** to keep abreast of current activities or **by nominating a Welcoming Star** program or practice that is making our community more inclusive.

NEIGHBORHOOD ASSOCIATIONSwww.redwoodcity.org/NeighborhoodAssociations

An expression of Redwood City's commitment to collaboration and community-building, **Neighborhood Associations** are seventeen groups of neighbors that gather to discuss topics of interest to their communities. Neighborhood Associations have a wide range of priorities based on their own context.

Redwood City staff can engage Neighborhood Associations by reaching out to Association leadership regarding community engagement efforts and changes occurring in specific neighborhoods and attending Neighborhood Association meetings to learn from and about the diverse communities in the City.

Community members can engage Neighborhood Associations by signing up to join their local Neighborhood Association, participating in their local Neighborhood Association's regular meetings, or serving as a Neighborhood Association co-chair.

**COMMUNITY COLLABORATIVE FOR CHILDREN'S SUCCESS IN REDWOOD CITY AND NORTH FAIR OAKS (CCCS RWC/NFO)**www.gethealthysmc.org/CCCS

The Community Collaborative for Children's Success is a partnership of local government, nonprofits, and community members convened by San Mateo County Health to advance equitable, healthy outcomes for children and families in high readiness areas across the County, including Redwood City and North Fair Oaks.

Redwood City staff can engage CCCS by attending the monthly CCCS RWC/NFO meetings, joining a CCCS subcommittee aligned with their own work, using the data and priorities outlined in the **CCCS RWC/NFO report** in their own work, or consulting with the CCCS team on City projects or topics related to the CCCS plan.

Community members can engage by attending the monthly CCCS RWC/NFO meetings, joining a CCCS subcommittee aligned with their own interest or experience, or using the data and priorities outlined in the CCCS RWC/NFO report in their own work or advocacy.

EVENTS BY REDWOOD CITY PUBLIC LIBRARY (RCPL) & PARKS, RECREATION, AND COMMUNITY SERVICES (PRCS)www.redwoodcity.org/Events

In line with the **PRCS mission** and **RCPL mission** and **commitment to racial equity**, both of these departments host a range of events to celebrate the diversity of Redwood City's community and offer inclusive, fun, and educational activities for all. Redwood City staff and community members alike can benefit from attending and sharing with their families and communities the events hosted by **PRCS** and **Library**.



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21



REDWOOD CITY
**EQUITY
PLAN**



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Repeal Resolution No. 15428 adopting the Fire Safety First Pilot Program and direct staff to develop additional fire protection measures with the next Fire Code cycle

RECOMMENDATION

Adopt a resolution of the City Council of the City of Redwood City rescinding Resolution No. 15428 regarding the revised Fire Safety First Pilot Program.

STRATEGIC INITIATIVES

Public Safety
Housing

BACKGROUND

Between the years of 2013 through 2015 Redwood City experienced an unprecedented number of apartment fires. Those fires had an immense impact on residents as well as City resources, particularly the Fire Department.

On July 27, 2015, the City Council adopted Resolution No. 15428, which implemented a five-year pilot program providing economic incentives to encourage compliance with the new requirements of Section 12.18 of the City's Fire Code, called the "Fire Safety First Pilot Program". The program was intended to provide a mechanism for installing fire sprinkler systems in multi-family buildings built before sprinklers were required. Approximately 572 such buildings exist in Redwood City. Several program elements sought to reduce the cost to building owners related to installing sprinkler systems. The compliance date of the ordinance requiring all multi-unit residential buildings of four or more units built pre-1989 to be

retrofitted with fire sprinkler systems by July 1, 2020 had to be extended to July 1, 2022 as a result of challenges and delays in implementation.

The program/ordinance called for each building to have a minimal fire sprinkler system installed that did not necessarily conform to any specific industry standard. These systems were to be locally “designed” specifically for each building by a C-16 fire sprinkler contractor and coordinated with Fire Department staff. This was intended to minimize the financial impact to building owners.

Unfortunately, this did not guarantee the system would function adequately or at all. The method of supplying water to the sprinkler system per the program was intended to be from the domestic water system supplying the building, again with the intent of reducing the costs of a retrofitted system. However, it is not certain that the domestic water system could support the needs of an activated fire sprinkler system in addition to typical water demands. This creates a false expectation that the system would function properly when activated. The industry standard for fire sprinkler systems is to have a dedicated water supply separate of any other system to ensure there is proper pressure so the sprinkler system would work as designed.

Additionally, locally designed systems would not allow for an ongoing regular inspection process of each system in the 572+ buildings. As these systems age there is no way to know if it is functioning properly or has been maintained. Regular maintenance and testing is necessary in all industry standard fire sprinkler systems to ensure proper operation.

Based on these challenges the City required property owners to comply with National Fire Protection Association (NFPA) 13 - Standard for the Installation of Sprinkler Systems or NFPA 13R - Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies as appropriate for each building in order to meet automatic fire sprinkler standards. These are the nationally referenced fire sprinkler system standards in the building and fire codes. Adhering to these standards ensures that the sprinkler system is designed and installed in a uniform manner that verifies its functionality and is tested on a regular basis. Complying with these two NFPA standards makes the system installation into the 572+ buildings significantly more expensive than the non-NFPA compliant limited area automatic fire sprinkler systems defined in the Fire Code. In addition, the COVID-19 pandemic has financially impacted some property owners. This could exacerbate the financial burden of retrofitting their properties and potentially cause significant financial hardships.

Another factor that was not addressed in the original program adoption was the staff time required to manage the FSFP and enforce the ordinance beginning July 1, 2022. Implementing the current ordinance could require a dedicated staff person in the Fire Prevention Bureau, as well as Fire Marshal oversight. The Fire Prevention Bureau does not have the capacity to have personnel work primarily on an assignment of this magnitude.

After considering all of the factors described above, staff is recommending that the Fire Safety First Pilot Program be repealed. The City already has requirements in the Municipal Code that would require the installation of automatic fire sprinkler systems if the buildings undergo substantial remodels or modernization projects. In 2022, the Fire Department will be bringing forth proposed amendments to the

Municipal Code for City Council consideration. Staff will conduct community engagement to inform increased fire safety provisions for non-sprinklered apartment buildings when developing proposed Municipal Code changes.

ANALYSIS

The concept of having all multi-unit residential buildings with four or more units in Redwood City retrofitted with fire sprinkler systems was a bold and innovative concept. The Fire Department considered many approaches for attaining the goals established in the Fire Safety First Program, and the recommendation to end the program is not taken lightly.

The Fire Department plans to conduct community outreach and engagement with the public on proposed changes to Municipal Fire Codes prior to our next code adoption cycle. Our next code adoption cycle process will begin in July 2022. Prior to the code development process the fire department will reach out directly to the various stakeholder groups to seek input.

Staff regularly conducts Fire and Life Safety inspections in these buildings. While the inspections are not a direct substitute for a fire sprinkler system, violations of the Fire Code will be more readily noticed, which brings increased enforcement to reduce the possibility of a fire starting in the first place.

FISCAL IMPACT

The Fire Department will no longer require the funding set aside for the program. The Department will submit a midyear budget amendment to reduce the amount of funding.

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

Do not adopt the resolution rescinding Resolution No. 15428 and provide alternate direction to staff.

ATTACHMENTS

Attachment A – Resolution of the City Council of the City of Redwood City rescinding Resolution No. 15428 regarding the revised Fire Safety First Pilot Program

REPORT PREPARED BY:

Ray Iverson, Fire Chief
riverson@redwoodcity.org
(650) 730-7400

APPROVED BY:

Ray Iverson, Fire Chief
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY RESCINDING RESOLUTION 15428 REGARDING THE FIRE SAFETY FIRST PILOT PROGRAM

WHEREAS, on June 8, 2015, the City Council adopted an ordinance requiring multi-unit residential buildings (generally those permitted before July 1, 1989) with four units or more to be retrofitted with Automatic Sprinkler Systems in compliance with new requirements of Section 12.18 of the City’s Fire Code by July 1, 2020 (“2015 Local Fire Safety First Requirements”); and

WHEREAS, on July 27, 2015, the City Council adopted Resolution No. 15428, which implemented a five-year pilot program providing economic incentives to encourage compliance with the new requirements of Section 12.18 of the City’s Fire Code, called the “Fire Safety First Pilot Program”; and

WHEREAS, the compliance date of the ordinance requiring all multi-unit residential buildings of four or more units built pre-1989 to be retrofitted with fire sprinkler systems by July 1, 2020 had to be extended to July 1, 2022 as a result of challenges and delays in implementation; and

WHEREAS, the ordinance called for each building to have a minimal fire sprinkler system installed that was not necessarily conforming to any specific industry standard; and

WHEREAS, on November 25, 2019, the City Council adopted an ordinance that removed the 2015 Local Fire Safety First Requirements that had been codified in Section 12.18 of the City’s Fire Code because the additional requirements presented implementation challenges for the public and enforcement challenges for the Fire Department; and

WHEREAS, Resolution No. 15428 is no longer necessary as it provides the economic incentives for compliance with the recently removed 2015 Local Fire Safety Requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. The recitals set forth above are true and correct and are incorporated herein by this reference as if fully set forth in their entirety.

2. Resolution No. 15428 entitled “A Resolution of the City Council of the City of Redwood City Adopting Fire Safety First Pilot Program”, effective July 27, 2015 is hereby rescinded.

3. 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.

4. This resolution will become effective upon adoption.

* * *



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 25, 2021

SUBJECT

Land Use Economics II: Evaluating community benefit proposals

RECOMMENDATION

Study Session to provide an overview of, and receive feedback on, the current methods for receiving community benefits and the use of a financial feasibility analysis to inform action on certain individual development project proposals. No formal action will occur at this meeting.

STRATEGIC PLAN GUIDING PRINCIPLE

[Excellence in Government Operations](#)

BACKGROUND

The purposes of this study session are (1) to give an overview of the methods the City currently uses to obtain community benefits in conjunction with certain development proposals; (2) to explain how projects can be evaluated, when appropriate, to assess the ability of a private development project to feasibly provide community benefits; and (3) to provide a high-level overview of potential strategies that could be available to incentivize delivery of community benefits for future planning efforts. The City has retained a financial consulting team, Strategic Economics, who will be assisting staff with this study session. This session is a follow up to a City Council [study session held in March](#) that covered the fiscal impacts of land use decisions.

What is a community benefit?

A community benefit generally can be described as an amenity provided to the larger Redwood City community. For example, a project such as below market rate housing can be a community benefit. However, in this report, staff focuses on the type of community benefit where amenities are offered in

exchange for a specific incentive or bonus, or the amenity is voluntarily offered by a developer who is requesting a discretionary City action such as a General Plan or Zoning Code Amendment. In these instances, the developer proposes a community benefit that goes above and beyond baseline City requirements and meets a clearly identified community need. Baseline requirements are legal requirements imposed on a project that are designed to offset the impact of a proposed development. These requirements are imposed to ensure that a development contributes its fair share to help maintain the status quo, whether that may be paying a park impact fee to maintain the ratio of park space per resident or planting trees to replace those that were removed for new construction. Some examples of baseline requirements in Redwood City include, but are not limited to:

- Impact fees (parks, schools, transportation, public art, sewer and water; and affordable housing, if not building affordable units)
- Mitigation measures required as part of environmental impacts considered under the California Environmental Quality Act (CEQA)
- Code requirements (for example, green infrastructure requirements)

Community benefits are often specific to the project and/or the geographical location of the project site. Community benefits or contributions provided by the developer in the past typically are not considered community benefits for a current proposed project in the context of this definition.

The nature of a community benefit can vary greatly depending on the needs of the community but often includes parks, open space, childcare facilities, community amenity space, public infrastructure or affordable housing. Typically, projects that meet the City's General Plan and zoning requirements entirely will not propose community benefits. Rather, community benefits are voluntarily offered when the project requires a change in local land use policies. In some instances, a local government may offer incentives to developers in exchange for community benefits. These incentives can include additional private development capacity (including floor area ratio or units per acre), bonus building height, or other zoning standards.

Feasibility of development and community benefits

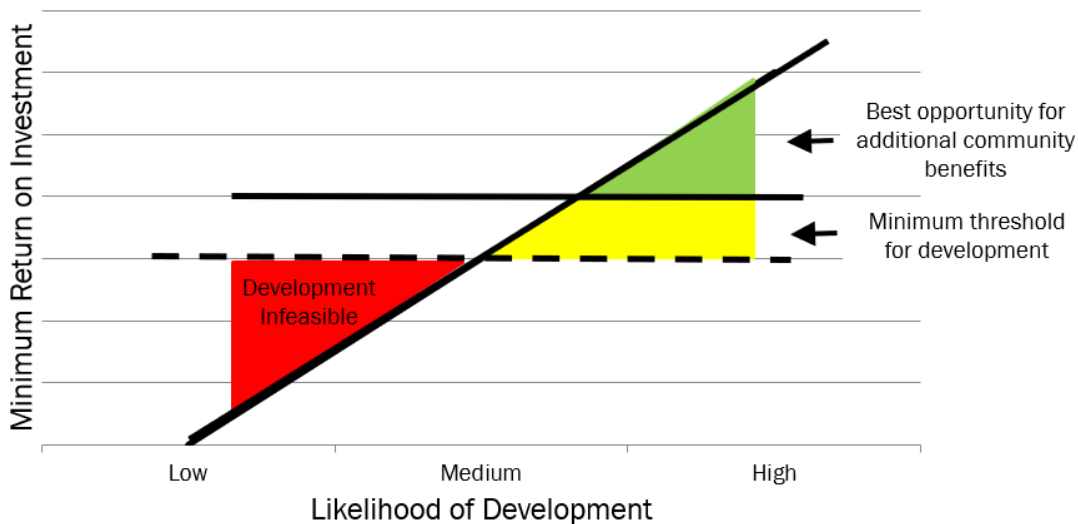
For development projects requesting incentives, bonuses, or a discretionary action (such as a General Plan Amendment or Zoning Code amendment), the financial feasibility of a development project can play a key role in determining the amount or type of community benefits to be provided. In order to attract private investment, developments must meet a minimum threshold of financial return for a developer. That threshold is typically determined by total development cost and perceived risk versus projected revenues. Risk can include a variety of factors from certainty of development costs to perceived likelihood of obtaining entitlements (e.g. project meets General Plan and Zoning requirements) and overall timeline for project delivery. These factors all contribute to the total development costs and development value. If the development value is deemed higher than the development cost, the project is feasible. However, if the development cost is greater than, or very close to the development value, that project may be deemed infeasible.

Because total development cost and value is evaluated to determine a development project's feasibility, there is a limit to the economic value of community benefits any individual development is able to provide.

When considering community benefits offered, the City’s objective is to determine the difference between the value of a zoning-conforming project (which typically does not result in discretionary community benefits) and the value of a project which requires a discretionary planning review (which may propose a discretionary community benefit). The difference in value generated in the two different development scenarios helps the City understand the financial value of community benefits which the project could potentially support.

As seen in Figure 1, a development that does not generate a return on their investment is typically infeasible (shown within the red section). In this circumstance, the likelihood of development is low, and the likelihood of community benefits included in the project is even lower. The higher the expected economic return of development, as shown in the yellow and green sections, the higher the likelihood that the development will be pursued and that community benefits can be financially feasible. Understanding where a development projects sits within this spectrum can greatly help the City better understand when the provision of community benefits.

Figure 1: Development Feasibility & Community Benefits



Source: Strategic Economics

Community Benefits in Existing Policies and Programs in Redwood City

1. Partnership Redwood City

In 2015, after an analysis of existing programs and series of community workshops and outreach, the City Council adopted the Partnership Redwood City program aimed at providing community benefits through a range of City partnerships with businesses, community groups, residents, property owners and developers. These newly identified program areas included establishing affordable housing, public art,

transportation, and park impact fees. Many of these recommendations have since been adopted as development requirements, including establishing affordable housing, public art, and transportation impact fees, and others are being considered, including park impact fees.

2. Community Benefits included in the City's Zoning Code

Redwood City has previously implemented a community benefits program within the Municipal Code in various zoning districts; Mixed- Use Neighborhood ([MUN](#)), Mixed-Use Corridor ([MUC](#)), [Commercial Park \(CP\)](#), [Mixed-Use Transitional \(MUT\)](#) and [Mixed-Use Waterfront \(MUW\)](#).

Mixed Use Neighborhood, Mixed Use Corridor and Commercial Park Zoning

These zoning districts include the first codified requirements to incentivize provision of community benefits. Their provisions are limited, providing either density (Floor Area Ratio) or height incentives in exchange for provision of community benefits.

Mixed-Use Transitional (MUT) and Mixed-Use Waterfront (MUW)

The MUT and MUW zoning districts have more recent community benefits programs codified within the zoning ordinance. They are more robust in their approach, compared to the previously mentioned zoning districts, and include a tiered points-based system that incentivizes provision of community benefits in exchange for a range of development incentives. The advantage of a point system is that it provides more transparency and consistency on how the City evaluates community benefits.

[MUT Zoning](#)

For the MUT zoning district, requirements include a points system for small and large development projects that may be eligible for community benefits. The zoning district includes a menu of options, each with an established point value, to provide flexibility in the program for projects ranging in size, use and complexity. The community benefits, as defined and outlined in section [55.4B](#) include housing, affordable housing, childcare facilities, active uses, publicly accessible open space, shared/connected parking, live/work units, new streets or pathways, business façade improvements, neighborhood improvements, non-profit commercial space, community facilities or services. The code states that “additional alternative benefits could be considered based on community needs and priorities.” These benefits are awarded points and based on the point value, a developer is allowed to employ certain increased development standards, such as height, FAR and density. It is at the City's discretion to determine eligibility for the point value requested by the applicant, and the level of documentation required to satisfy the requested benefit.

[MUW Zoning](#)

For the MUW zoning district, incentives for reduced creek setbacks, bonus height, bonus Floor Area Ratio (FAR) or bonus residential density (units) can be requested through a point system by providing community benefits that are grouped into two tiers, as illustrated in the table below. These incentives and community benefits are geographically based, in that the proposed community benefits are related

to the specific location (for example, proximity to the Bay) and connected to the vision of the General Plan, specific plan area and zoning district.

Table 57.9 Community Benefits	
<i>Tier 1 Benefits (4 points each)</i>	<i>Tier 2 Benefits (2 points each)</i>
Habitat Restoration	Publicly-Visible Art
Active Recreation Areas	Affordable Housing
Enhanced Bicycle and Pedestrian Amenities	Child Care Site

Projects may provide more than one benefit to obtain the desired development parameters. A total of six (6) points are required to qualify for either bonus height, bonus density, bonus FAR or reduced creek setbacks. A project could provide three tier two benefits or one tier one benefit and one tier two benefit to reach six points. Additional bonuses are allowed for every four (4) points thereafter. More information regarding the particular benefits is described in the code as linked above.

3. Developer Requests

Another method through which the City may obtain community benefits is when they are voluntarily offered by developers in exchange for an entitlement request. Developer requests often include things like General Plan Amendments and/or a Zoning Amendments. The City is not required to approve these developer requests, and, therefore, in an effort to obtain approval for the request, developers will often propose community benefits.

Gatekeeper Process and Transit District

Recent examples of this include the community amenities being voluntarily proposed by the Gatekeeper projects and being contemplated for the Transit District¹, where developers are seeking amendment of the General Plan and Downtown Precise Plan (DTPP). Those developers are offering to provide various community benefits in order to obtain an increase in development capacity (or development caps) beyond what is currently allowed in the downtown... Therefore, in order to determine which projects should be studied further, the City used the City Council’s Strategic Priorities (Housing, Transportation, Children and Youth) as a guide to evaluating proposed community benefits.

To assist in understanding the value of these proposed community benefits, as part of the entitlement review process, the City anticipates conducting a financial feasibility analysis. These financial feasibility analyses are further discussed below.

¹ The Transit District is a City-led process, and staff anticipates that as part of this City-led process the City will consider community benefits and how they relate to the overall development program.

In the Transit District example, the City is leading and identifying the long-term vision for downtown transit-oriented development, which was driven by several factors including Caltrain track expansions to accommodate high speed rail and a 4-track Caltrain station, receipt of a mixed-use [development proposal for Sequoia Station](#) and the ongoing need to planning for additional housing, particularly affordable housing. A fiscal evaluation of the community benefits in the Lowe/Sequoia station project will be completed.

Certain limitations exist in terms of offering zoning incentives for community benefits within the DTPP as opposed to what could be available in other zoning districts. Because the DTPP is a form-based code, it does not specifically restrict either density or floor area ratio on individual sites, which are typically the regulations used as incentives for community benefits. Certain community benefits (e.g. payment of fees to community programs) and certain requests (e.g. the phasing of affordable housing construction) could require a development agreement to both memorialize the exchange and ensure it is enforceable.

3. Development Agreement

Development agreements are another tool that Redwood City utilizes, when appropriate, on particular discretionary planning projects to negotiate and encourage the provision of community benefits. A development agreement is a negotiated contract, entered into between the City and developer and approved as a legislative act after a public hearing. The agreement would define a project's rules, regulations, commitments and policies for a specific period of time, which provides certainty around entitlements and helps assure that projects will be built. A development agreement will generally 'lock in' the development requirements and fees to the time of approval during the term of the agreement. In exchange for these benefits, the City can often obtain community benefits.

A development agreement can be an efficient tool when current municipal code standards are not in place to establish incentives and/or a zoning approval process with public hearing review. The development agreement can allow for greater flexibility for project approval while also providing assurances that the projects are built. A development agreement can also be a useful tool for phased projects as well as those with off-site community benefits. The agreement provides assurances to the developer that the zoning regulations that apply to the entitled project and an approved tentative map will not change during the term of the agreement. These agreements are negotiated on a case-by-case basis with conditions that are specific to the project. Development agreements typically are very time-intensive for both City staff and elected officials (who often serve on an ad hoc committee advising staff on negotiations) and as such these development agreements should be weighed against other City Council priorities before engaging in this process with a developer.

A recent example of when the City utilized a development agreement process is for the 1548 Maple Street (formerly Strada) development project. The agreement included certain public benefits and obligations that were provided by the developer, including the construction of the Blomquist street extension (following a City/County land exchange), trail easement and bay trail improvements, affordable housing, relocation of a historic water tank, contributions to the US 101/SR 84 interchange improvement project and other infrastructure and utility improvements. The developer was given certainty that the project could proceed without disruption due to any changes in City planning and development policies and

requirements, as well as some assurances in the event the City/County were unable to come to an agreement on the land exchange for the Blomquist extension.

Assessing the monetary value of community benefits

1. What is a financial feasibility analysis?

A financial feasibility analysis can be used by different parties to assess the overall value or financial factors of a project. A financial feasibility study could be used by a developer to assess the viability of a project based on a variety of factors, such as start-up capital needed, sources of capital, returns on investment, and other financial considerations. In the context of local government, cities have also used this tool or similar tools to understand if a specific development proposal will be feasible or to assess how a change in land use regulations, such as an increase in density or heights, would impact the feasibility or returns on a project. The tool is developed by building a model that includes the following costs and then is balanced against profit and revenues:

- Land purchasing and acquisition costs
- Financing costs
- Expected returns
- Permit and impact fees
- Construction costs
- Selling and marketing costs
- Infrastructure (sewer, water)

Additionally, a financial feasibility analysis can be used by cities to assess the net impact of a development on the City's General Fund (e.g. Fiscal Impact of Land Uses of the General Fund). Finally, when a project proposes community benefits beyond standard City requirements (e.g. as part of a General Plan Amendment request), the City may want to conduct a financial feasibility analysis to assess the monetary value of the community benefits proposed. The value of these community benefits could be analyzed for a project on a case-by-case basis with consideration to project and site-specific characteristics.

2. How can financial feasibility analyses be applied to discretionary projects?

While not a current regular practice for discretionary projects, financial feasibility analyses could be applied to certain discretionary projects, as deemed appropriate, in a variety of ways. The financial feasibility analysis would look at a variety of factors, including the benefit to the developer of the incentive they have requested and the cost to the developer of the proposed community benefit. These factors would help the City determine if the overall exchange is supported as part of the developer's request. Analysis could be done on a project specific basis with the help of a professional financial consultant.

For each of the Gatekeeper development projects and the Sequoia Station project, it is anticipated that a financial feasibility analysis will be conducted to estimate the rate of return for the development project. This site-specific analysis will be conducted by Strategic Economics and overseen by City staff to help determine how the change in land use regulations (the increased caps) increase the financial return on

the site and therefore making it more feasible for the developer to offer and the City to receive community benefits. Included in this study will be a valuation of the benefits offered by the project applicant.

These types of financial feasibility studies are limited in terms of what economic data can be obtained from a developer for a particular project site. For example, the developer's exact construction costs are propriety information, and the developer may not wish to disclose the information. In that case, the analysis would utilize certain industry estimates and assumptions for a project. Consultants, such as Strategic Economics, who are part of the City's on-call resources, would help ensure that these financial feasibility studies have current market rate data estimates.

The financial feasibility analysis would also determine the value to the developer of the additional development potential. For example, if the City allows a developer to add an extra story to the building, this analysis could determine the financial value of that extra story. The value to the developer of the increase in height could then be compared to the value of the community amenity provided. In this way, a financial feasibility analysis provides a tool to inform the negotiation of community benefits and help decision makers determine what value is appropriate in terms of community benefits in exchange for increased development. The financial feasibility analysis provides a tool to determine the adequacy of the community benefit proposed in exchange for the request, but the City Council is not limited to data in the analysis and may also evaluate proposals based on how well they align with the City Council adopted Strategic Priorities and City and community needs.

Strategic Economics will provide a brief overview of how they have conducted similar financial feasibility analyses for other jurisdictions. General information of what is typically analyzed and how that can help inform City negotiation of community benefits will be discussed. However, it should be noted that Redwood City is at the forefront of this work and it is, therefore, difficult to share examples from nearby jurisdictions, and these analyses are often kept confidential as they are used for negotiation of a development agreement or of community benefits. Furthermore, the use of these may be impacted by state housing laws that require certain benefits and incentives for residential projects that comply with existing zoning and state law.

Community Benefits in Future Area Planning efforts

As previously directed by City Council, staff will be launching a community visioning process for a new Central Redwood City Plan in 2022, which will establish a new land use vision for a larger geographic downtown area (likely boundaries of El Camino Real, Whipple Road, Veteran's Boulevard and Woodside Road). The development of the plan would likely include environmental studies and amendments to the General Plan and Zoning Ordinance, including the creation of a new land use and circulation document to guide future development in this area. With community input, new objective standards for community benefits could be established within the plan area and this could include identification of it and when a financial feasibility analysis is required.

While Redwood City has been a leader in ensuring that community benefits are provided with new developments, there is always opportunity to continue to explore additional tools that can encourage the provision of community benefits. Many other jurisdictions have also promoted community benefits programs with incentives that are specific to their communities. Examples from other cities, will be

provided and described further in the City Council meeting presentation to showcase other jurisdictions' efforts. These examples could assist in future area plan efforts, such as the Central Redwood City Area Plan.

In addition, various district-based tools could be considered in area planning efforts. They require approval from property owners but have also been shown to increase property values within targeted areas. In their meeting presentation, Strategic Economics will provide a brief overview of the different district-based tools that are available to jurisdictions. These tools could also be considered as future area plan strategies to implement community benefits as well as public improvements and private business assistance.

NEXT STEPS

Following the City Council presentation on October 25, 2021, the presentation will be made available on the City's [website](#). Staff and the consultant are seeking City Council feedback on the information presented to help inform future Redwood City planning initiatives.

FISCAL IMPACT

Development of the analysis was completed within existing allocated resources; no budget adjustment is required.

ENVIRONMENTAL REVIEW

This study session is an informational item and 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. Notice was also published in the local newspaper and stakeholders were informed about the meeting.

ATTACHMENTS

Attachment A – Strategic Economics Presentation to City Council October 25, 2021

LINKS

[Redwood City Fiscal Impact Analysis of Land Uses](#)
[2014 Redwood City Community Benefits Program Brief](#)

REPORT PREPARED BY:

Anna McGill, Principal Planner
amcgill@redwoodcity.org
(650) 780-7278

Ryan Kuchenig, Senior Planner
rkuchenig@redwoodcity.org
(650) 780-7239

APPROVED BY:

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

The image shows a large, arched stone structure with two tall pillars on either side. The archway is dark green with the words "REDWOOD CITY" in large, white, serif capital letters. Below the main arch, in smaller white capital letters, it says "CLIMATE BEST BY GOVERNMENT TEST". The background consists of lush green trees and a clear blue sky. In the foreground, there is a black metal fence and a parking lot with several cars.

LAND USE ECONOMICS: COMMUNITY BENEFITS STUDY SESSION

October 25, 2021

Agenda Overview



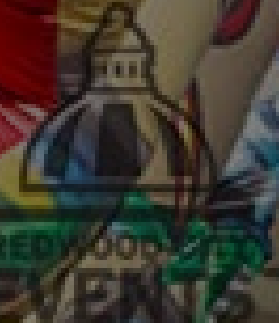
1. Defining community benefits
2. Review of existing Redwood City community benefits programs
3. Financial feasibility analysis role in determining community benefits for individual development projects
4. Examples and models of community benefit strategies

City Council Questions



- 1 Are there any clarifying questions as to existing community benefits programs?
- 2 Should the City incorporate community benefits programs into the zoning ordinance for future planning efforts, i.e. Central Redwood City Planning?
- 3 Are there specific community benefit types the City Council would like included in future development proposals?

1. Defining Community Benefits

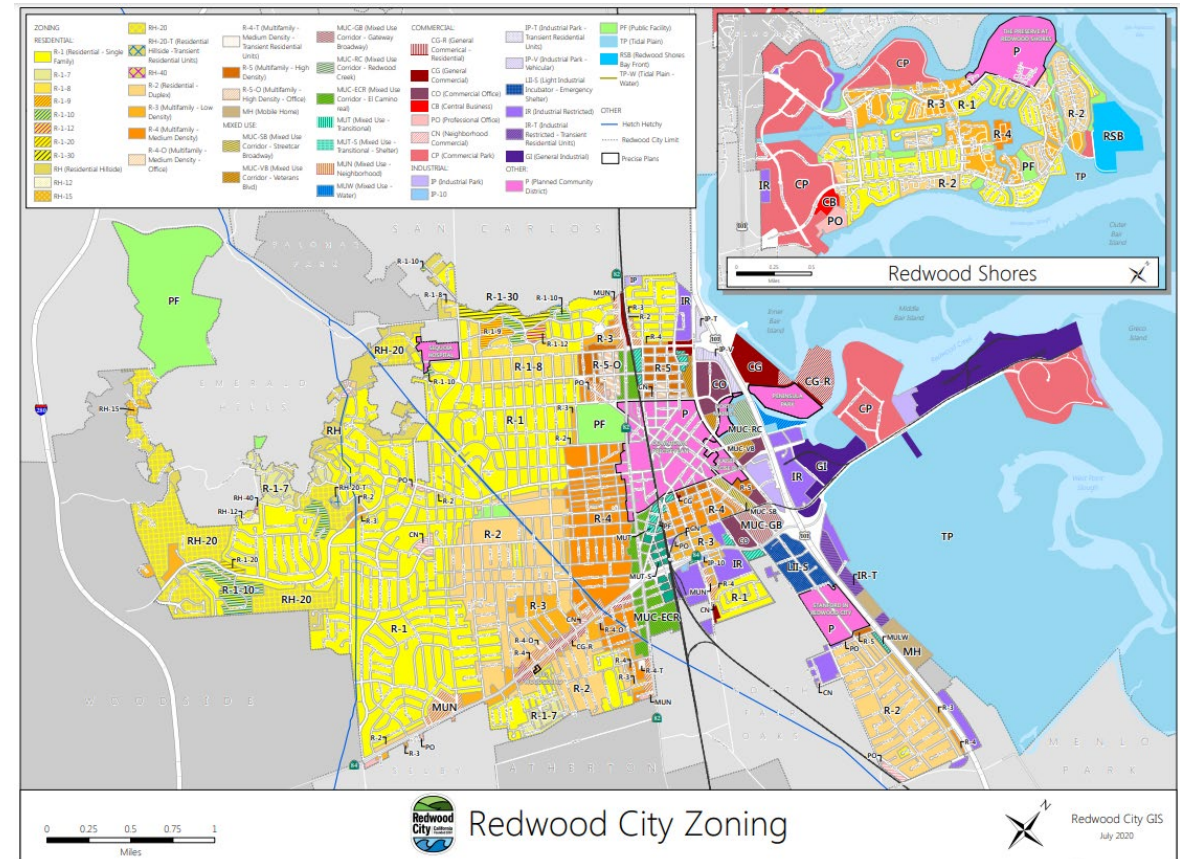


What are “Community Benefits”



Two Mechanisms for Capturing Community Benefits

1. Benefits, as outlined in the zoning ordinance, tied to specific changes to development requirements
2. Voluntarily offered benefits in exchange for development requests



These mechanisms are not mutually exclusive

Mechanism

Pros

Cons

Benefits Outlined in Zoning

- Creates predictability for the developer
- Developer can decide in the context of their own pro forma what they want to offer

- Not very sensitive to market conditions
- Benefits are “pre-identified” or fixed

Voluntarily Offered Benefits in Exchange for development Requests

- Enables the community to capture more benefits based on market conditions (more upside)
- Offers greater flexibility in the types of benefits a project can provide

- Negotiated processes can be protracted and are time and staff resource intensive
- The level of benefits tied to real estate market cycles

2. Redwood City Community Benefits Mechanisms

Redwood City Has a History Using Development Requirements to Create Community Benefits

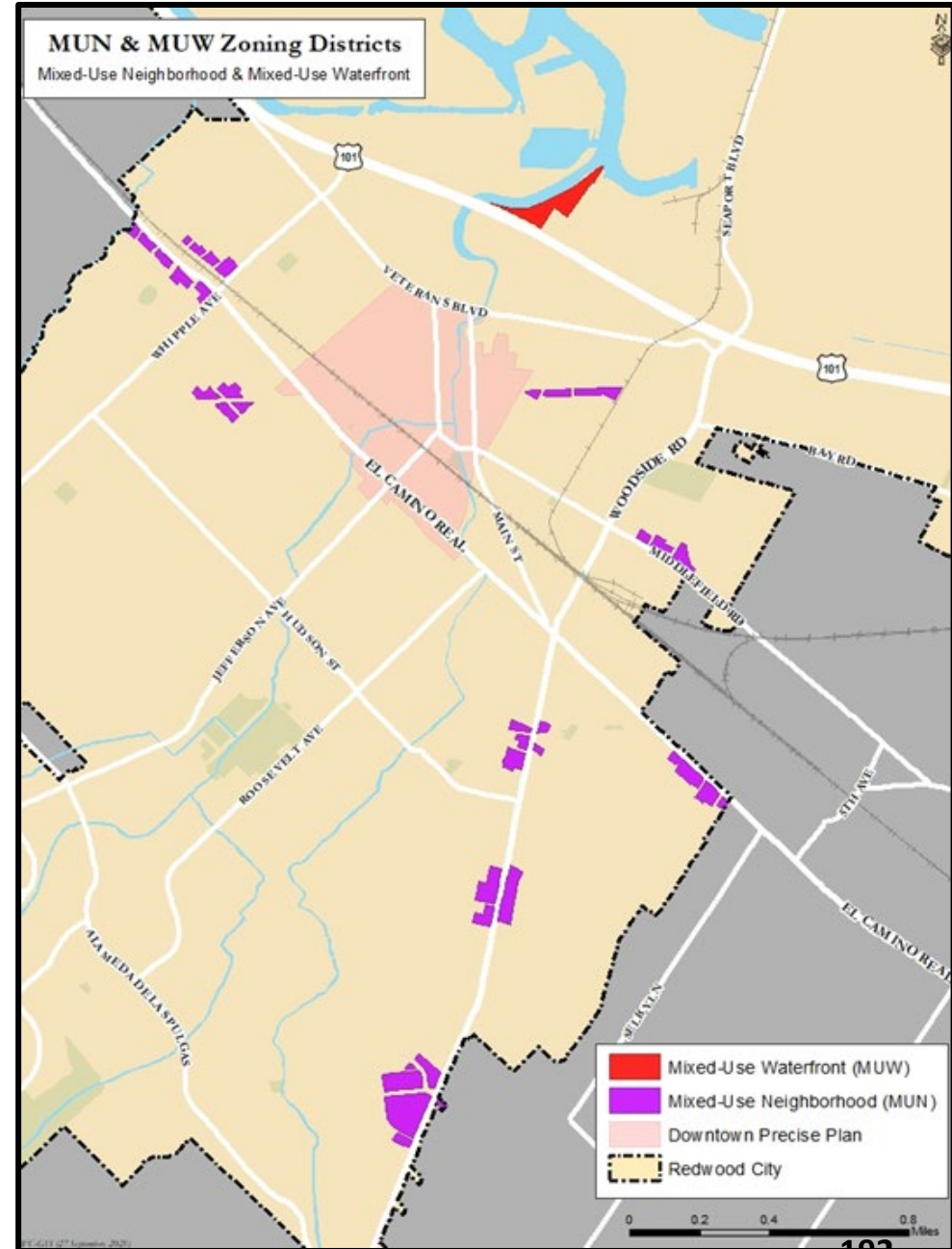
Partnership Redwood City Community Fund – 2015

- As real estate market conditions improved following the end of the great recession, the City started receiving more requests for discretionary development project approvals
- The Partnership Redwood City process was created to make recommendations on how to capture these benefits, many of which have now been implemented or are being studied.

Community Benefits Outlined in Zoning

Example:

- **Mixed Use Transitional Districts (MUT)** – Density or height increases in exchange for identified community benefits
- **Mixed Use Waterfront District (MUW)**- Reduced creek setbacks, bonus height, bonus FAR, or bonus residential density in exchange for identified community benefits



Voluntarily Offered Benefits in Exchange for Developer Requests for Zoning or General Plan Amendments

For example:

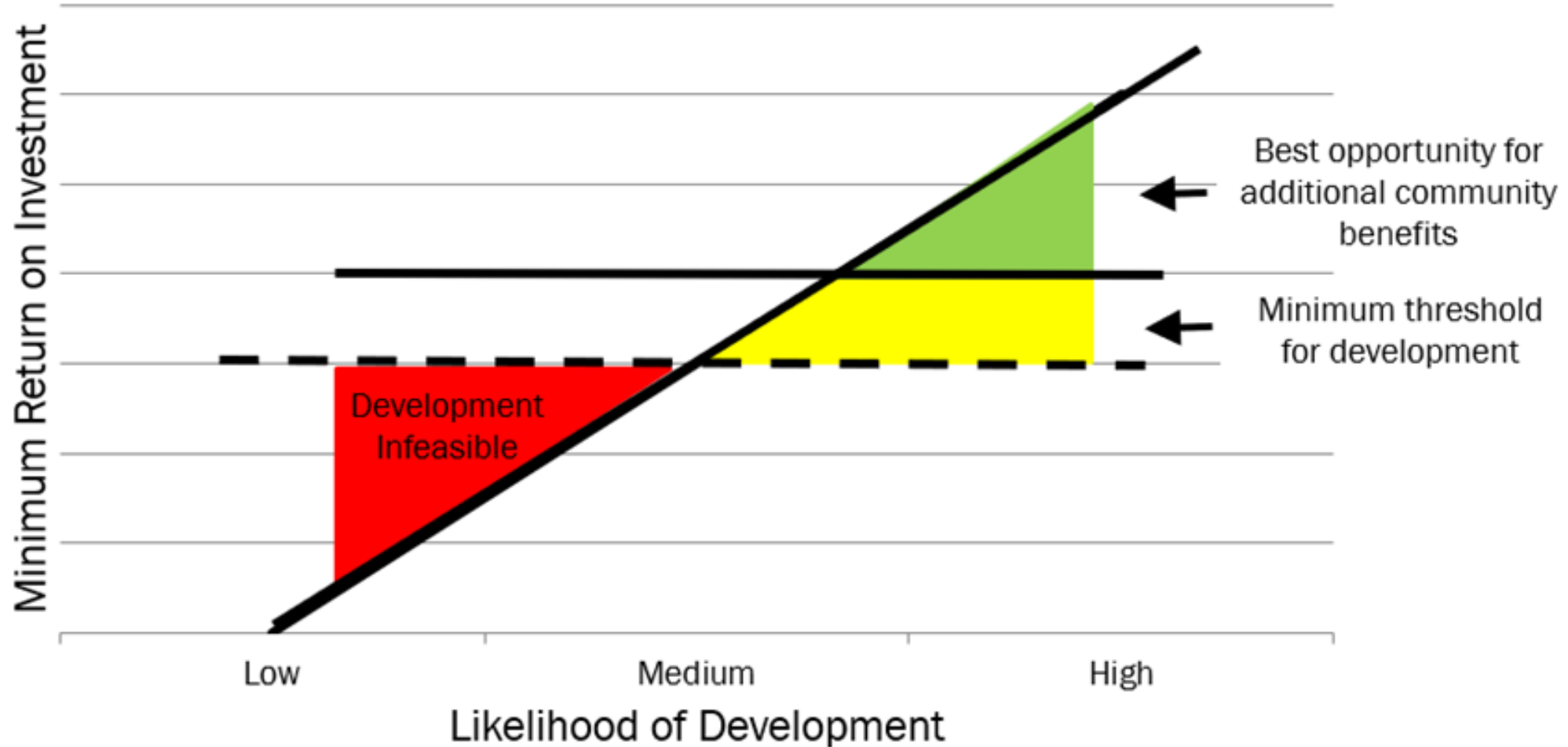
“Gatekeeper projects” include applications requesting General Plan and Downtown Precise Plan (DTPP) amendments that are under review to ensure they meet the City Council's top three strategic priorities



City Council Strategic Priorities

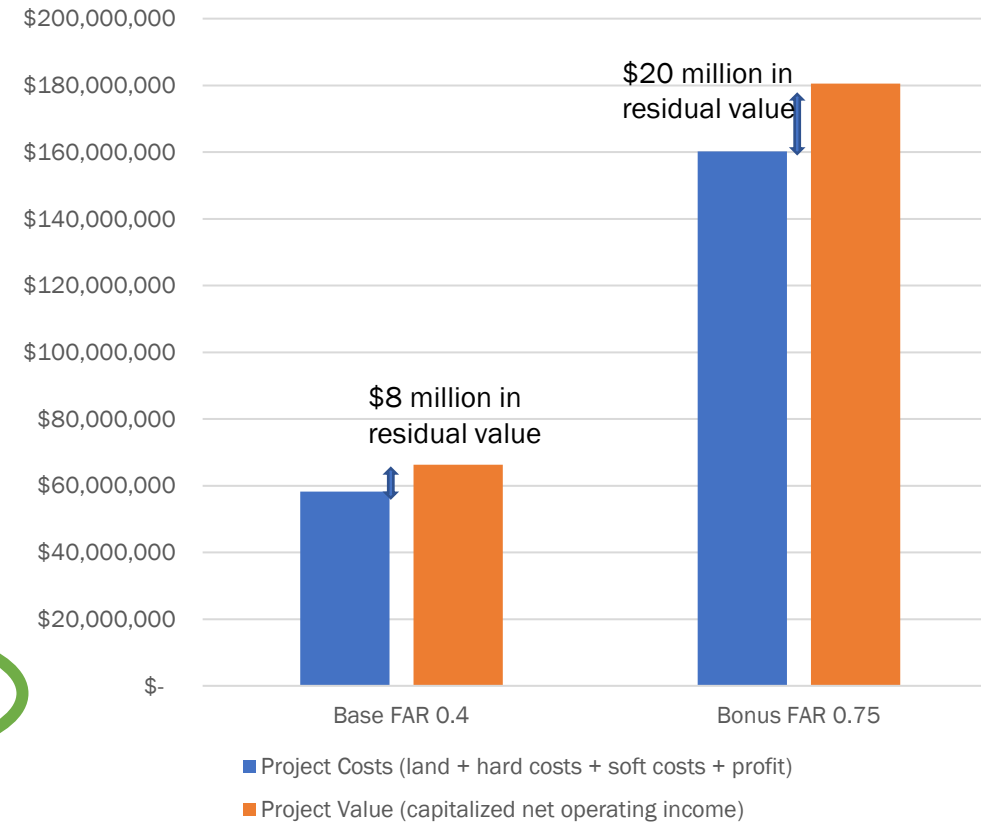
3. Financial Feasibility Analysis and Community Benefits

Development Project Financial Feasibility - Generally Used for Negotiated Community Benefits



Mountain View

Pro Forma Line Items	Base FAR 0.4	Bonus FAR 0.75
Project Costs (land + hard costs + soft costs + profit)	\$ 58,202,803	\$ 160,182,631
Project Value (capitalized net operating income)	\$ 66,269,016	\$ 180,547,785
Residual Value (value - costs)	\$ 8,066,213	\$ 20,365,154
Potential Community Benefits Contribution		\$ 12,298,942



Order of magnitude Residual Value Uplift from zoning change available for community benefits

Berkeley Downtown Area Plan

- Projects in Downtown Area that exceed 75 feet in height must provide “significant community benefits”
- Community benefits include:
 - Affordable housing beyond existing requirements
 - Project labor agreement
 - Other benefit such as arts/culture, open space, historic restoration
 - Per square foot payment determined by independent consultant

2190 Shattuck Avenue Community Benefits Proposal

	City Fees	Project Labor Agreement	Additional Benefits
Affordable Housing In-Lieu Fee	\$10,138,000		
School District Fees	\$701,533		
Arts In-Lieu Fee	\$720,000		
Streets/ Open Space Improvement Fees	\$409,214		
Transit Passes for Residents	\$663,080		
Project Labor Agreement		\$5,547,020	
Integrated On-Site Art Component			\$720,000
Community Space			\$780,000
Total: \$19,678,847	\$12,631,827	\$5,547,020	\$1,500,000
Source: Economic & Planning Systems, 2018; Strategic Economics, 2018.			

District Financing

Why Consider District versus Project Based Community-Benefit Programs

1. Used primarily for place making and other districted based improvements that have been shown to increase property values
2. Spreads costs across both existing and new projects
3. Requires buy-in from property owner

Types of District-Based Financing Tools

Special Assessment District

- Business Improvement District
- Lighting and Landscaping District
- Transit Benefit Assessment District
- Community Benefit District

Mello Roos/Community Facilities District

Enhanced Infrastructure Financing District

Key Differences Between Tools

Tool	Who Pays?	Uses	Major Constraints
Special Assessment District	Property owners or businesses	<ul style="list-style-type: none"> • Wide range of physical improvements, services, maintenance, and other activities 	<ul style="list-style-type: none"> • Requires 50% approval by property owners or businesses • Assessment limited based on “special benefit”
Community Facilities District	Property owners; can be restricted to new development	<ul style="list-style-type: none"> • Infrastructure • Limited maintenance and services 	<ul style="list-style-type: none"> • Requires 2/3 approval by voters or property owners*
Enhanced Infrastructure Financing District	Redirects growth in tax revenues from taxing entities	<ul style="list-style-type: none"> • Infrastructure • Public facilities • Affordable housing 	<ul style="list-style-type: none"> • Tax increment may not be available

*Vote is by registered voters if more than 12 reside within the district

Key Takeaways

- Community benefit packages are a method to capture value for the community in exchange for granting developers flexibility in their projects.
- Community benefit packages programs are sensitive to market conditions.
- Pros and cons to community benefit programs pre-defined versus voluntarily offered packages.

Next Steps



- Presentation to be posted on the City's website for public review
- Staff to incorporate City Council feedback in future development project proposals and long-range planning initiatives

City Council Questions



- 1 Are there any clarifying questions as to existing community benefits programs?
- 2 Should the City incorporate community benefits programs into the zoning ordinance for future planning efforts, i.e. Central Redwood City Planning?
- 3 Are there specific community benefit types the City Council would like included in future development proposals?



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

**October 25, 2021
6:00PM**





1. CALL TO ORDER

2. ROLL CALL



3. PLEDGE OF ALLEGIANCE – Council Member Reddy





4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.A. Proclamation recognizing Redwood City Woman's Club for 112 years of service and celebrating the 110th anniversary of the clubhouse



4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.B. Welcoming Star Award - Magical Bridge Playground



4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.C. Pride and Beautification Committee update



4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.D. Presentation on Reimagine SamTrans

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, 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. 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

*Please note that this is a reporting line only; no response will be provided





6. CONSENT CALENDAR

6.A. Provide Information Technology (IT) support services to the City of Burlingame during FY 2021-22

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement to continue providing information technology support services to the City of Burlingame between November 1, 2021 and June 30, 2022.

6. CONTINUED



6.B. Side Letter of Agreement with Service Employees International Union Local 521 (SEIU)

Recommendation:

Adopt a resolution approving a Side Letter of Agreement with Service Employees International Union Local 521 to provide for reimbursement for telephone and work from home expenses during City-required telework.

6. CONTINUED

6.C. Amendment No. 5 to agreement with WRECO for the U.S. Highway 101 Pedestrian Undercrossing Project



Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 5 to the Agreement for Services with WRECO in the amount of \$87,000 for a total of \$700,543.



6. CONTINUED

6.D. Resolution declaring the continued state of local emergency and affirming findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue remote meetings pursuant to AB 361 to preserve public health and safety

Recommendation:

Adopt a resolution declaring the continued state of local emergency and affirming findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference in order to ensure the health and safety of the public.



6.E. FY 2020-2021 Library budget amendment to account for expenditures funded by grants to the Library Department

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City appropriating and transferring certain funds for specified purposes to conform the budgeted amounts to actual expenditures for transactions that have occurred during FY 2020-21.



6.F. Response to San Mateo County Civil Grand Jury Report: “Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act”

Recommendation:

Approve Attachment 1, a letter responding to the July 27, 2021 San Mateo County Civil Grand Jury Report entitled “Building Greater Trust between the Community & Law Enforcement via the Racial and Identity Profiling Act”, and authorize the Mayor to execute and transmit the letter.

CONSENT CALENDAR - Continued



6.G. Agreement with Pacific Coast Sales & Service, Inc. for supply of heating, ventilating, and air conditioning equipment, systems, and installation services

Recommendation:

By motion, approve the City Manager's emergency action and determine that replacing Heating, Ventilating and Air Conditioning (HVAC) systems at the Redwood Shores Library was necessary to respond to the emergency, and authorize the City Manager to execute an Agreement for Services with Pacific Coast Sales and Service, Inc. dba Pacific Coast Trane Service in an amount not to exceed \$400,000.

CONSENT CALENDAR - Continued



6.H. Waive second reading and adopt an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from “Bicycles” to “Micromobility Devices and Operations” and adding Article IV incorporating shared micromobility services in Redwood City

Recommendation:

Waive second reading and adopt an Ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from “Bicycles” to “Micromobility Devices and Operations” and adding Article IV incorporating shared micromobility services in Redwood City.

CONSENT CALENDAR - Continued



6.I. Approve Minutes of October 11, 2021 City Council meeting

6.J. Approve claims and checks from October 25, 2021 - November 8, 2021 and the usual and necessary payments through November 8, 2021

7. STAFF REPORTS



7.A. Appointment to one partial term seat on the Police Advisory Committee by Council Member Michael Smith

Recommendation:

Council Member Michael Smith to appoint one member to a partial term seat on the Police Advisory Committee that will expire on May 31, 2023.



7. STAFF REPORTS- Continued

7.B. Adoption of the 2021 Redwood City Equity Plan

Recommendation:

Adopt the Redwood City 2021 Equity Plan.



7. STAFF REPORTS- Continued

7.C Repeal Resolution No. 15428 adopting the Fire Safety First Pilot Program and direct staff to develop additional fire protection measures with the next Fire Code cycle

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City rescinding Resolution No. 15428 regarding the revised Fire Safety First Pilot Program.

8. PUBLIC HEARINGS - None



9. STUDY SESSIONS



9. A. Land Use Economics II: Evaluating community benefit proposals

Recommendation:

Study Session to provide an overview of, and receive feedback on, the current methods for receiving community benefits and the use of a financial feasibility analysis to inform action on certain individual development project proposals. No formal action will occur at this meeting.

10. MATTERS OF COUNCIL INTEREST



10. A. City Council Member Reports from Regional Committee Meetings, Events, and Conferences Attended

A. HOPE Interagency Council and Emergency Services Council (Council Member Espinoza-Garnica)

B. Caltrain Local Policy Maker Group and Commute.org (Council Member Smith)



10. MATTERS OF COUNCIL INTEREST

10. B. City Council Committee Reports

A. Equity and Social Justice Sub-Committee

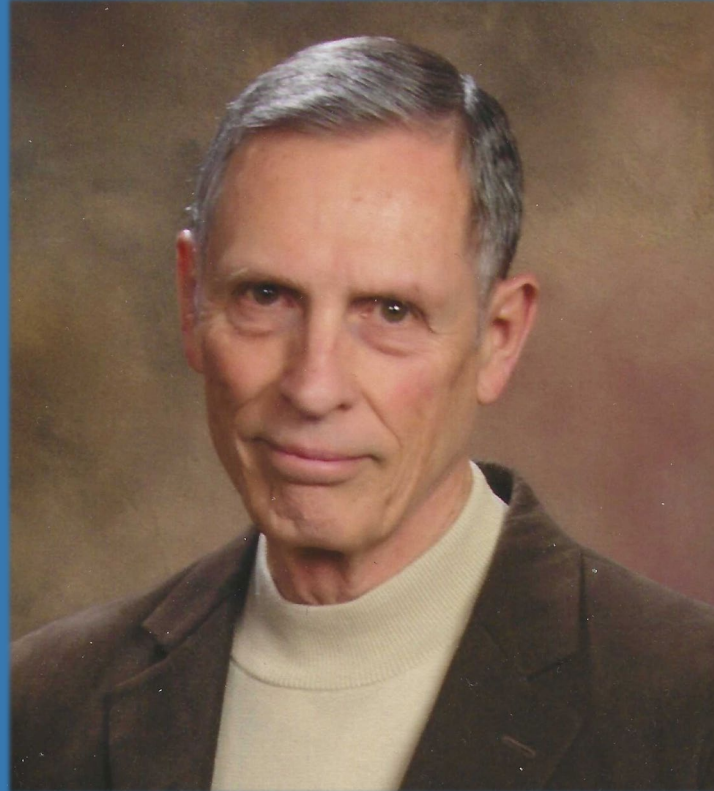
B. Climate Action Sub-Committee

C. Harbor View Ad Hoc Committee

D. Finance / Audit Sub-Committee

10. C. City Manager (Oral) Update

11. ADJOURNMENT



Harold Raymond "Bud" Yoakum
1939 - 2021



11. ADJOURNMENT - The next City Council meeting is scheduled for November 8, 2021



FUTURE COUNCIL MEETING DATES

- ✓ November 8, 2021– Regular Meeting
- ✓ November 22, 2021 – Regular Meeting
- ✓ December 6, 2021– Regular Meeting

CITY OF REDWOOD CITY STRATEGIC INITIATIVES



HOUSING



TRANSPORTATION



GOVERNMENT
OPERATIONS



COMMUNITY
FOR ALL AGES



PUBLIC
SAFETY



COMMUNITY
BUILDING AND
COMMUNICATION



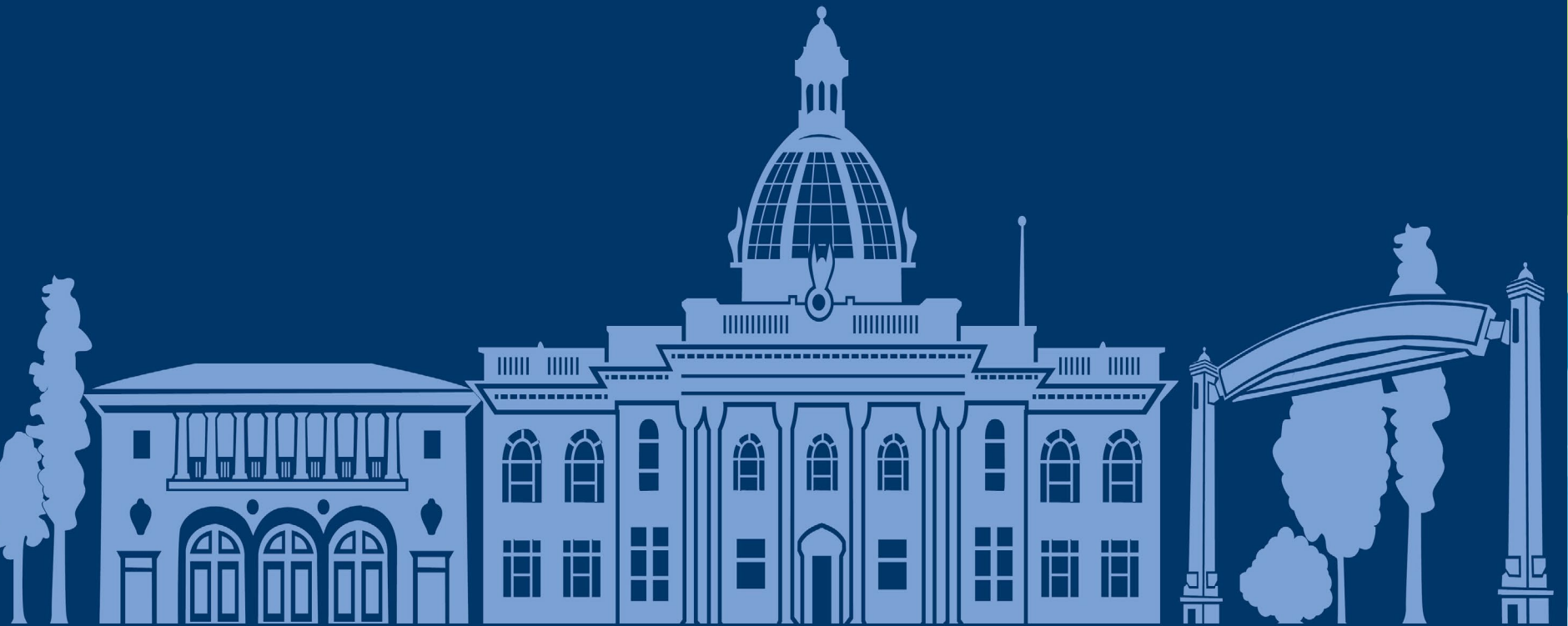
ECONOMIC
DEVELOPMENT





Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



WWW.REDWOODCITY.ORG/NASIGNUP

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 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



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 & STAY INFORMED

www.redwoodcity.org/connect



Be Informed. Stay Connected.
Join the Conversation.

CONNECT WITH US!



Ways To Connect With Us



www.redwoodcity.org/myrwc



@RedwoodCityGov



@RedwoodCity



www.youtube.com/cityofredwoodcity



www.facebook.com/cityofredwoodcity



Nextdoor
Redwood City



@CityofRedwoodCity



Redwood City VOICE



www.downtownredwoodcity.org



www.redwoodcity.org

NEW DEVELOPMENT PROJECT WEBPAGE



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...

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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

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!



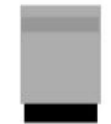
4

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

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)

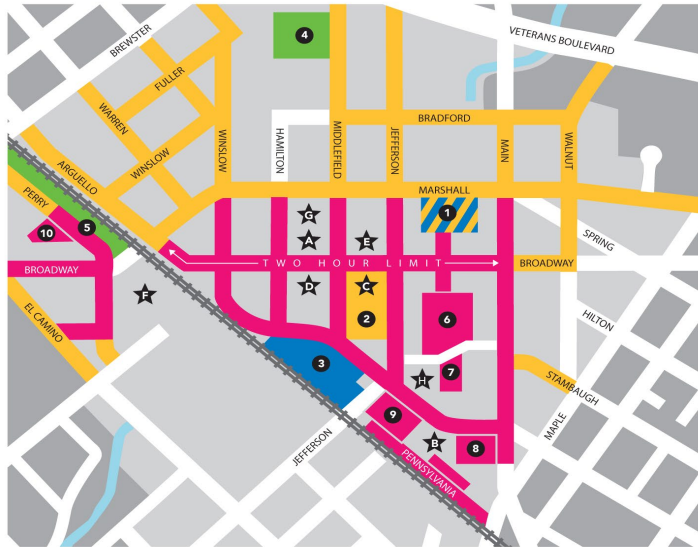
Free Mon - Fri after 6pm, all day on weekends

- 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

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 for more details!





DOWNTOWN REDWOOD CITY



Retail, restaurants, events, and more are located right here in downtown Redwood City.

Visit 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 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

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**

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



**NO PUBLIC COMMENT
WAS RECEIVED
FOR THE
OCTOBER 25, 2021
CITY COUNCIL
MEETING**