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
CITY WEBSITE:
www.redwoodcity.org
LOCAL CHANNEL 26
COMCAST CHANNEL 27
AT&T U-VERSE CHANNEL 99

JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING AGENDA
Monday, November 22, 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 Aguirre

4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.A. Proclamation recognizing the Redwood City Library Foundation for the Library Makerspace

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

6. CONSENT CALENDAR **Page 8**

6.A. Final acceptance of US-101 Pedestrian Undercrossing Project

Recommendation:
By motion, accept the US-101 Pedestrian Undercrossing Project.

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

6.B. Adopt a resolution revising the date by which the Advisory Redistricting Committee (ARC) must present their recommendation to the City Council on the adoption of a new City Council district election map, and approve the amended Advisory Redistricting Committee (ARC) activities plan to align with the revised deadline

Recommendation:
1. Adopt a resolution revising the date by which the Advisory Redistricting Committee (ARC) must present their recommendation to the City Council on the adoption of a new City Council district elections map; and
2. By motion, approve the amended Advisory Redistricting Committee (ARC) activities plan to align with the revised deadline.

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

6.C. 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 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.

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

6.D. Extension of temporary street closures through July 5, 2022 to continue to allow the Temporary Outdoor Business Activity Program during the COVID-19 emergency

Recommendation:
Adopt a resolution authorizing the extension of the temporary closure of City streets to allow for the Temporary Outdoor Business Activity Program during the COVID-19 emergency, seven days a week, until July 5, 2022.

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

6.E. Agreement with Steve Blanc Investigations for background investigation services

Recommendation:
By motion, approve and authorize the City Manager to execute an agreement between the City of Redwood City and Steve Blanc Investigations in an amount not-to-exceed $90,000.

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

6.F. Agreement with Cortina Productions for media production services for the specialized interactive exhibits at the new Veterans Memorial Building/Senior Center

Recommendation:
By motion, 1) determine that due to the nature of the services, competitive bidding does not serve the public interest for the Agreement for Services with Cortina Productions, and suspend the competitive bidding requirements for the

Agreement for Services; and 2) approve and authorize the City Manager to execute an Agreement for Services with Cortina Productions for media production services for the specialized interactive exhibits at the new Veterans Memorial Building/Senior Center for a flat-rate amount of $765,254 (requires 5/7 vote for passage).

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

6.G. Local Initiatives Support Corporation (LISC) Grant to provide outreach and application assistance for the State Emergency Rental Assistance Program, also known as CA COVID-19 Rent Relief for eligible tenants and landlords

Recommendation:
By motion, approve and authorize City Manager to sign the Local Initiatives Support Corporation Grant Agreement between Local Initiatives Support Corporation (LISC) and the City of Redwood City in the amount of $102,000 to be used to support the Department of Treasury Emergency Rental Assistance Program being administered the State of California as the State Emergency Rental Assistance Program (ERAP) or CA COVID-19 Rent Relief.

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

6.H. Memorandum of Understanding between the City of Redwood City and County of San Mateo for the establishment of an Edible Food Recovery Program

Recommendation:
By motion, approve the Memorandum of Understanding between the City of Redwood City and County of San Mateo for the establishment of an Edible Food Recovery Program consistent with California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, and authorize the City Manager to execute said Memorandum of Understanding and make any minor, clarifying and conforming changes as approved by the City Attorney.

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

6.I. Master Purchase Agreement for the provision and delivery of unleaded gasoline and renewable diesel fuel

Recommendation:
By motion, approve and authorize the City Manager to execute a one-year Master Purchase Agreement with Bosco Oil, Inc. DBA Valley Oil Company (Valley

Oil Company) for the provision of gasoline and renewable diesel fuel in an amount not to exceed $750,000, including City Manager authority to extend the agreement for three additional consecutive one-year terms for a total not to exceed contract price of $3,000,000.

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

6.J. Rejection of general liability claims by Mr. Antonio Buckley

Recommendation:
By motion, approve rejection of subject claims.

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

6.K. Waive second reading and adopt Mandatory Organic Waste Disposal Reduction Ordinance to fulfill requirements of SB 1383

Recommendation:
Waive second reading and adopt an ordinance adding Chapter 47 (Mandatory Organic Waste Disposal Reduction Ordinance) to Municipal Code to fulfill requirements of SB 1383.

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

6.L. Approve Minutes of November 8, 2021 City Council meetings

6.M. Approve claims and checks from November 22, 2021 - December 6, 2021 and the usual and necessary payments through December 6, 2021

7. STUDY SESSIONS **Page 195**

7.A. Study Session on site strategies for the Housing Element

Recommendation:
Hold Study Session, receive public input and individual City Councilmember input on Housing Element strategies. No formal action will be taken.

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

8. PUBLIC HEARINGS **Page 240**

8.A. Tax Equity and Fiscal Responsibility Act (TEFRA) hearing regarding issuance of Multifamily Housing Revenue Bonds by the California Municipal Finance Authority (CMFA) for the benefit of GS HIP 1304 ECR, LP and resolution approving the issuance of bonds to provide financing for the 39-unit affordable multifamily rental housing project generally known as 1304 El Camino Real Apartments

Recommendation:
1. Conduct a TEFRA hearing in consideration of the issuance of Multifamily Housing Revenue Bonds by the CMFA for the benefit of GS HIP 1304 ECR, LP, to provide financing for the acquisition, construction, improvement, and equipping of a 39-unit affordable multifamily rental housing project, generally known as 1304 El Camino Real Apartments; and
2. Adopt a resolution approving the issuance of the California Municipal Finance Authority MultiFamily Housing Revenue Bonds in an aggregate principal amount not to exceed $10,000,000, for the purpose of financing or refinancing the acquisition, construction, improvement, and equipping of 1304 El Camino Real Apartments and certain other matters related thereto.

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

9. STAFF REPORTS **Page 247**

9.A. Waive first reading and introduce an ordinance prohibiting the sale or distribution of flavored tobacco products, the sale or distribution of electronic cigarettes and smoking devices, and prohibiting the sale of all tobacco products by pharmacies

Recommendation:
Waive the first reading and introduce Ordinance of the City of Redwood City Adding Article VI to Chapter 15 (Smoking Regulations) of the City Code of the City of Redwood City Prohibiting the Sale of Flavored Tobacco and Electronic Cigarettes and the Sale of Tobacco Product in Pharmacies, and Amending Article III (Tobacco Retail Permit) of Chapter 15 (Smoking Regulations) to Clarify that Pharmacies cannot Obtain Tobacco Retailer's Licenses.

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

9.B. Compensation adjustments for the City Manager and City Attorney covering the years 2019, 2020 and 2021, and amendments to the City's Classification and Wage and Salary Plan to update the salary ranges to incorporate the compensation adjustments for the City Manager and City Attorney

Recommendation:
1. Adopt a resolution approving and authorizing the Mayor to execute the fifth amendment to the employment agreement for the City Manager to provide for an adjustment to compensation, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Manager; and
2. Adopt a resolution approving and authorizing the Mayor to execute the fourth amendment to the employment agreement for the City Attorney to provide for an adjustment to compensation, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Attorney.

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

10. MATTERS OF COUNCIL INTEREST **Page 357**

10.A. 2022 City Council meeting calendar

Recommendation:
By motion, accept the 2022 City Council meeting calendar.

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

A. Bay Area 2050 (Vice Mayor Hale)

10.C. City Council Committee Reports

10.D. City Manager (Oral) Update

11. ADJOURNMENT - The next City Council meeting is scheduled for December 6, 2021

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Final acceptance of US-101 Pedestrian Undercrossing Project

RECOMMENDATION

By motion, accept the US-101 Pedestrian Undercrossing Project.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

On February 25, 2019, the City Council awarded the construction contract for the US-101 Pedestrian Undercrossing Project to Joseph J. Albanese, Inc. of Santa Clara for their low bid of $3,903,165. The project completed a joint-use pedestrian and bicycle path under the US 101 freeway bridge at Redwood Creek. The path is 14 feet wide, approximately 700 feet long and meets Class 1 bicycle path criteria. The path now connects the Class 1 bike path along Bair Island Road and the Class II bike lanes on Main Street.

ANALYSIS

The improvements outlined by the project plans and specifications have been successfully completed, therefore staff recommends acceptance of the project. However, the final change order for the construction work has not been executed because the final contract amount was disputed. The City can proceed with project acceptance while negotiation of the final project cost is ongoing. Acceptance will allow the release of undisputed retention funds and the disputed retention funds will be withheld until

the disputes are resolved. More information on the disputed retention can be found in the Staff Report from October 25, 2021.

FISCAL IMPACT

Funding for this project was previously approved through the City's Capital Improvement Program Budget for Fiscal Year 2018-2019 from the following funding sources:

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

ENVIRONMENTAL REVIEW

This activity is not a project under the 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 City Council adopted Resolution No. 15488 adopting the U.S. Highway 101 Pedestrian Undercrossing and Bair Island Road Storm Drain Pump Station Project initial study and mitigated negative declaration and a mitigation monitoring and reporting plan all in accordance with the requirements of the California Environmental Quality Act, and approving the U.S. Highway 101 Pedestrian Undercrossing Project Design.

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 chose not to accept the project, however, this would be contrary to the terms of the contract and the public contracting code.

ATTACHMENTS

Attachment A – Project Location Map

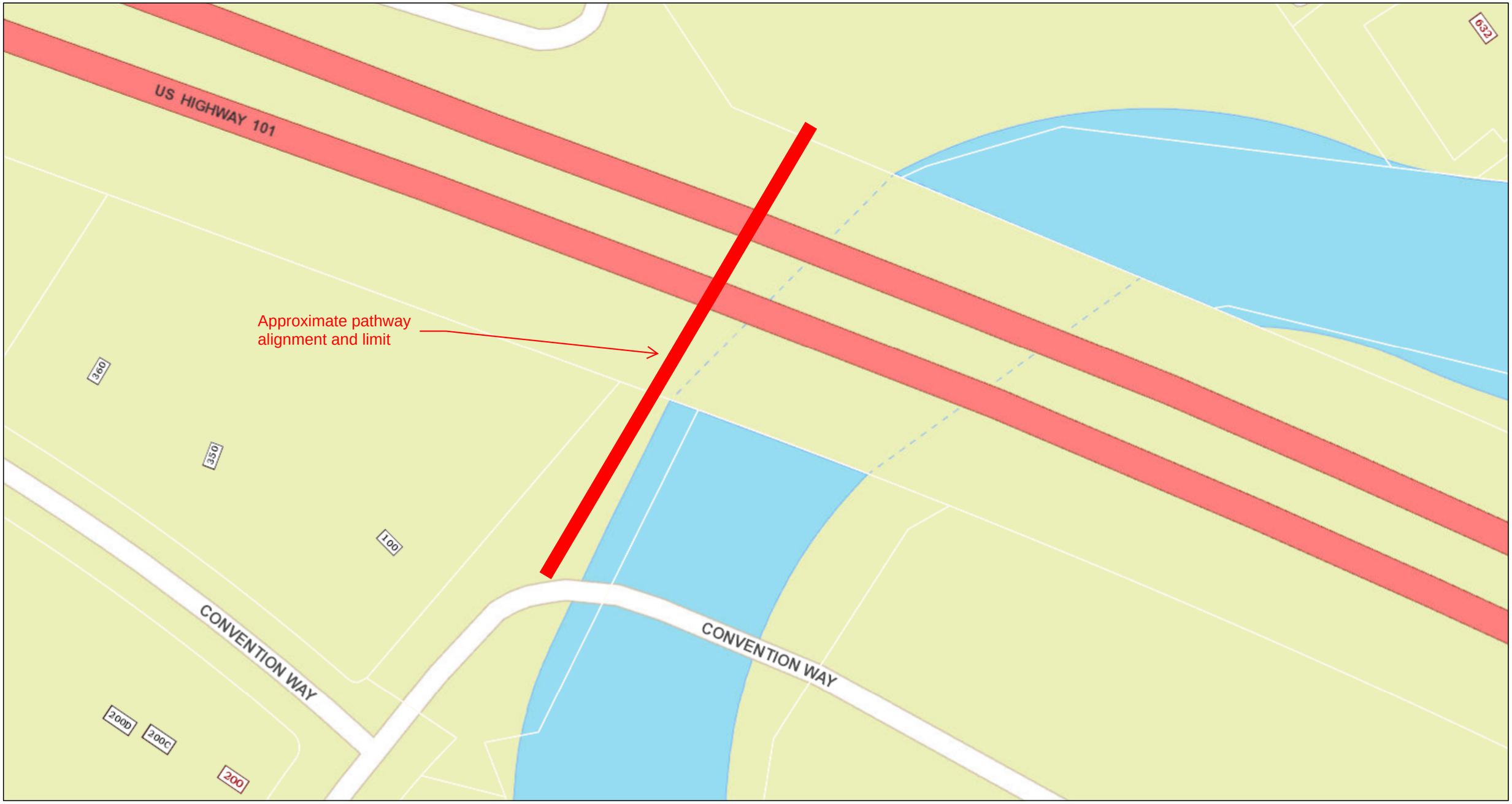
REPORT PREPARED BY:

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(650) 780-7307

APPROVED BY:

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

Project Location Map



October 21, 2021

1:1,128

0 75 150 300 ft

0 20 40 80 m

RWC-GIS

Created by Redwood City Internal GIS
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STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Adopt a resolution revising the date by which the Advisory Redistricting Committee (ARC) must present their recommendation to the City Council on the adoption of a new City Council district election map, and approve the amended Advisory Redistricting Committee (ARC) activities plan to align with the revised deadline

RECOMMENDATION

1. Adopt a resolution revising the date by which the Advisory Redistricting Committee (ARC) must present their recommendation to the City Council on the adoption of a new City Council district elections map; and
2. By motion, approve the amended Advisory Redistricting Committee (ARC) activities plan to align with the revised deadline.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

At their April 26, 2021 meeting, the City Council adopted a resolution establishing an Advisory Redistricting Committee (ARC) to conduct public engagement and to advise the City Council on the adoption of a new City Council district election map as a result of the 2020 U.S. Census.

At their June 28, 2021 meeting, the City Council appointed 11 community members to serve on the Committee. At the same meeting, the City Council also held a public hearing and approved recommended Advisory Redistricting Committee (ARC) activities.

ANALYSIS

Over the past five months, City staff and the City's redistricting consultant, Redistricting Partners, have worked with the ARC to conduct public outreach and to offer numerous opportunities for public testimony regarding the redistricting process. Since ARC was established, ARC members have attended three training meetings, eight community engagement workshops, and two public mapping meetings, one of which was a noticed public hearing. ARC members and City staff continue to engage community members and seek Community of Interest (COI) testimony and draft map submissions, which can be accepted until the City Council takes final action to adopt a new City Council district elections map. The deadline by which the City must adopt a new district map and accomplish associated administrative tasks is April 17, 2022.

Staff is seeking City Council approval to revise the resolution that established the ARC (Attachment A) and approval to revise the Advisory Redistricting Committee Workplan (Attachment B) to allow additional time for staff and the Chair and Vice Chair to prepare the Committee's recommendation presentation for the City Council. Staff is seeking to extend the deadline from December 6, 2021 to December 31, 2021; however, staff and the Committee's Chair and Vice Chair will be prepared to return to the City Council on December 20, 2021 to hold the third public hearing to present the ARC's recommendation for City Council consideration.

FISCAL IMPACT

Staff does not anticipate any fiscal impact as a result of the recommended deadline extension. Sufficient appropriation ($150,000) is currently budgeted within the Office of the City Clerk for all costs associated with the redistricting process.

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 can choose not to change the date by which the ARC must submit their recommendation to the City Council. This would mean that the third redistricting hearing would be on December 6, 2021 instead of December 20, 2021 as recommended.

ATTACHMENTS

Attachment A – Revised ARC Resolution
Attachment B – Revised ARC Workplan

REPORT PREPARED BY:

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(650) 780-7209

APPROVED BY:

Alex Khojikian, Assistant City Manager
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY REVISING THE DATE BY WHICH THE ADVISORY REDISTRICTING COMMITTEE MUST PRESENT A RECOMMENDED CITY COUNCIL DISTRICT ELECTION MAP TO THE CITY COUNCIL

WHEREAS, in March 2019, the City of Redwood City transitioned from at-large elections to district-based elections for the election of City Councilmembers; and

WHEREAS, the City Council adopted the final district election map that was comprised of seven (7) districts; and

WHEREAS, the first City Council election under district-based elections was held in November 3, 2020 where four City Council District seats were on the ballot; and

WHEREAS, in compliance with federal and state law, the City must now undergo the redistricting process based on 2020 US Census demographic data; and

WHEREAS, districts must be evaluated and redrawn so that each district is substantially equal in population to ensure each City Councilmember represents about the same number of constituents and to ensure compliance with other federal and state laws; and

WHEREAS, in the City of Redwood City, the City Council is responsible for drawing and adopting a City Council district map based on the 2020 US Census no later than April 17, 2022; and

WHEREAS, California Election Code Section 23001 states "[a] local jurisdiction may establish by resolution, ordinance, or charter amendment an independent redistricting commission, a hybrid redistricting commission, or an advisory redistricting commission composed of residents of the local jurisdiction to change the legislative body's district boundaries or to recommend to the legislative body changes to those district boundaries"; and

WHEREAS, on April 26, 2021, the City Council of the City of Redwood City adopted Resolution No. 15946 establishing an Advisory Redistricting Committee to conduct a robust, community-focused redistricting effort; and

WHEREAS, the Advisory Redistricting Committee was tasked with collecting community of interest testimony, drafting preliminary maps, seeking public input on draft maps, hosting public engagement hearings throughout all seven City Council districts, and recommending a district map to the City Council no later than December 6, 2021; and

WHEREAS, the City Council of the City of Redwood City desires to revise the date by which the Architectural Redistricting Committee must make its recommendation on a district map to the City Council to December 31, 2021.

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

1. **Amendment to Revise Last Day to Recommend Map to City Council**. Section 6 of Resolution No. 15946 is replaced with the following revised Section 6:

> **6.** **Duties**. The Committee shall be an advisory body to the City Council of the City of Redwood City. The Committee shall collect community of interest testimony, draft preliminary maps, seek public input on draft maps, host public engagement hearings throughout all seven City Council districts, and recommend a district map to the City Council no later than December 31, 2021.

2. **Effect of Amendment**. Except to the extent Section 6 of Resolution No. 15946 is modified by this Resolution, the remaining terms and provisions of Resolution No. 15946 shall remain unmodified and in full force and effect.

3. **Effective Date**. This resolution shall take effect immediately.

* * *

Redwood City Advisory Redistricting Committee Workplan

Purpose

The purpose of the Advisory Redistricting Committee (ARC) is to conduct a robust, community-driven redistricting effort on behalf of the City Council of the City of Redwood City.

Role and Objective

1. Lead a redistricting effort on behalf of the City Council in a transparent, comprehensive, and inclusive manner, providing all residents an opportunity to participate.
2. Use knowledge of Redwood City's people and places, in conjunction with public testimony on communities of interest and 2020 United States Census data to inform decisions and recommendations on the adjustment of district boundaries.
3. With the support of City staff and consulting staff, guide the development of a district boundary map and make a recommendation to the City Council for final consideration and approval no later than December ~~6~~31, 2021.

Committee Requirements

1. Comply with all the applicable state and federal laws, including the Fair Maps Act, Federal Voting Rights Act of 1965, and the Ralph M. Brown Act.
2. Prioritize the following criteria in order of importance, to the extent practicable:
    1. Ensure districts are geographically contiguous.
    2. Preserve the integrity of neighborhoods and local communities of interest.
    3. Ensure districts are easily understandable by community members.
    4. Encourage district compactness and avoid bypassing a nearby population in order to reach a distant population.
3. Minimize the dilution of votes and avoid the fragmentation or over-compaction of minority and disadvantaged communities.
4. To the extent possible, recognize the importance of parks, open spaces, and public facilities in the development of district boundaries.
5. Ensure that minority and disadvantaged communities have opportunities to participate in the redistricting process, including specific opportunities for timely and meaningful comment.
6. Consider all maps created by any member of the public through the public participation process.

MO. 21-117
Approved June 28, 2021

Meeting and Workshop Requirements

1. Ensure all meetings are open and accessible to the public, and recordings of all proceedings are made publicly available for later viewing on the City website.
2. At the first meeting, select Chair and Vice Chair to preside over all public meetings and to work with City staff and consulting staff to develop subsequent meeting agendas.
3. Utilize Rosenberg's Rule of Order to conduct all public meetings.
4. Committee trainings and map drafting meetings shall be considered Brown Act meetings and a quorum (6 Committee members) must be present in order to transact business as a body.
5. District workshops are not considered Brown Act meetings and a maximum of three Committee members will be allowed to participate live in each workshop. Staff will work with the Chair and Vice Chair to determine attendance at workshops. Committee members may view the proceedings via the livestream or review workshop recordings on the City website following the event.
6. All meetings and community workshops will be conducted virtually and members of the public can join by internet or phone to provide public testimony. The Committee may consider whether to host in-person workshops and pop-up events if gathering restrictions are lifted during the redistricting process.
7. All emails, letters, phone calls and other official communications regarding redistricting will be documented and copies will be provided to the Committee as part of every agenda packet.
8. Under a standing agenda item, members shall verbally report any contacts with the purpose of influencing the decision-making authority of the Committee. Contacts shall include, but is not limited to, verbal or written communications from a locally elected official, public entity, lobbyist, or individual speaking on behalf of the aforementioned offices or entities. All Committee members will be expected to forward any written correspondence about redistricting to City staff for inclusion in the public record.

Final Recommendation to City Council

1. The Committee may recommend more than one district plan for City Council consideration.
2. Any recommendations submitted to the City Council must receive an affirmative vote from no less than a majority of the Committee members (6/11).
3. Final Committee recommendations must be made no later than December ~~6~~31, 2021.

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 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 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.

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 during a state of emergency proclaimed by the Governor.

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.

On October 25, 2021 the City Council adopted Resolution 15995 further declaring the continued state of local emergency and affirming the 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.

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 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 – Draft Resolution

REPORT PREPARED BY:

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APPROVED BY:

Pamela Aguilar, City Clerk
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A 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, on October 25, 2021 the City Council adopted Resolution No. 15995 declaring the continued state of local emergency and affirming the findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference as authorized by AB 361 to preserve public health and safety; 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. 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: November 22, 2021

SUBJECT

Extension of temporary street closures through July 5, 2022 to continue to allow the Temporary Outdoor Business Activity Program during the COVID-19 emergency

RECOMMENDATION

Adopt a resolution authorizing the extension of the temporary closure of City streets to allow for the Temporary Outdoor Business Activity Program during the COVID-19 emergency, seven days a week, until July 5, 2022.

STRATEGIC PLAN GUIDING PRINCIPLE

Economic Vitality

BACKGROUND

On June 6, 2020, San Mateo County's Shelter in Place (SIP) order to address the COVID-19 pandemic was revised and San Mateo County Order No. c19-5f allowed "outdoor dining" in cities in the County. The City's Director of Emergency Services (City Manager) consequently issued a Proclamation on June 15, 2020 allowing expanded outdoor restaurant dining citywide on private property and in the public right-of-way to address the serious economic impacts COVID-19 has created for restaurants.

A task force comprised of the City's economic development partners (Chamber San Mateo County, the Downtown Business Group (DBG), the Redwood City Improvement Association (RCIA), and RCIA's consultant, New City America), developed the City's temporary outdoor dining program. Key program elements included:

(1) Allowing temporary street closures in the Downtown central business district to accommodate outdoor restaurant dining

(2) Allowing the use of the City public right-of-way, such as adjacent sidewalks and street parking, for restaurant outdoor dining in the Downtown

(3) Allowing retail centers and businesses (citywide) to use portions of their private parking lots for outdoor dining, carhop dining and take-out meals

The June 15, 2020 Proclamation also modified City permitting requirements to allow restaurants to immediately apply for a Temporary Outdoor Dining Permit (COVID-19) for use of public and private property for outdoor dining with no application fee.

On June 22, 2020 the City Council ratified the Proclamation. The City Council approved the street closures referenced below and staff implemented the street closures and designated parking spaces for outdoor dining for grab-and-go delivery on June 26, 2020. The initial term for the outdoor dining program was from June 26, 2020 to September 30, 2020.

The City's COVID-19 pandemic response strategy is framed as the Three Rs: to *Respond* to immediate community needs, to *Restore* community cultural, economic and social vitality, and to *Reimagine* public services in light of evolving community needs and financial resources. To further the goal to Restore community vitality, the City Manager issued a Proclamation on September 1, 2020 that allows retail businesses to apply for a Temporary Outdoor Business Permit to operate outdoors on private property and on City sidewalks. Under the Proclamation, fitness centers dance studios and group trainings may operate outdoors on private property or can apply for a separate permit to operate in a City park. Furthermore, the Proclamation allows personal care businesses such as hair and nail salons to operate outdoors on private property.

On September 14, 2020, the City Council adopted a resolution ratifying the September 1, 2020 Proclamation by the Director of Emergency Services allowing Temporary Outdoor Business Permits during the COVID-19 emergency and on this same date, City Council adopted a resolution authorizing the temporary closure of City streets to be extended through January 31, 2021.

Staff and the task force reviewed the program on a bi-monthly basis for most of 2021, but now meet on an as-needed basis since the Temporary Outdoor Business Activity Program has stabilized. The following street closures are still in effect today:

Downtown Streets Closed to Vehicular Traffic:

- Broadway - Between Main St and Jefferson Ave
- Theatre Way – Between Broadway and Middlefield Rd *(permanently closed by City Council action on July 26, 2021 with the purchase of a sliding bollard system)*

The following streets are open with sidewalk and parking spaces used for expanded dining:

- 2400 block of Broadway - between Hamilton St and Marshall St (Broadway open to traffic)
- 2600 block of Broadway - between Perry St and El Camino Real (Broadway open to traffic)

See Attachment B to see the updated map of downtown street closures (including parking spaces, or "parklets") as part of the City's Temporary Outdoor Business Activity Program.

On January 11, 2021, the City Council adopted a resolution extending the temporary closure of City streets through December 31, 2021 based on an urgency from businesses to continue the temporary program as diners regularly prefer outdoor dining over sitting indoors. Businesses were also hesitant to heavily invest in their outdoor dining setups if the duration of the program was short.

ANALYSIS

Overall, the Temporary Outdoor Business Activity Program and street closure programs have been working well, with minimal complaints from the public. Approximately 40 businesses, almost all restaurants, have participated in the Temporary Outdoor Business Activity Program. However, many businesses are hesitant to undertake additional investments in parklets due to uncertainty surrounding the duration of the street closure and parklets program since the current program end date is quickly approaching on December 31, 2021. Many businesses have requested a longer term program, and stated that they are willing to invest in a more permanent outdoor dining solution provided there are defined parameters and certainty on how long they would be able to have the parklet. For most businesses, the Parklet Program is an option that now makes financial sense as the ongoing pandemic has proved that outdoor business activity is the preferred way customers choose to experience their business. There is continued demand for outdoor dining, and there may always be a subset of some customers who prefer dining outdoors.

To facilitate the desire for businesses and restaurants to invest in their newfound outdoor dining space, staff has been developing a longer term Parklet Program to replace the temporary program available during 2021. Staff has undertaken a large amount of work to create this plan, including revamping handout information related to outdoor dining, streamlining internal permitting processes, hiring a consultant to design pre-selected parklet templates for business use, folding in the City's existing Sidewalk Café and Sidewalk Café Extension program into the Parklet Program, conducting extensive in-person business outreach to more than 35 businesses, and surveying interested businesses and the community at large to collect their thoughts on the parklets and street closures thus far. Those surveys have preliminarily shown that Downtown restaurants believe the temporary outdoor program has been critical to the survival of their business and continues to be the preference of their diners and customers when visiting their business. The full results of the Business Parklet Interest Survey and the Community Survey will be shared at a later City Council meeting, tentatively scheduled for February 2022.

Staff will present the following information at that time:

- Parklet Program
    - Parklet Design Templates for Business Use
    - Merge Existing Sidewalk Café and Sidewalk Café Extension Program into Parklet Program
    - City Process for Permitting, Expiration of the Temporary Program, and Steps for Compliance
    - Proposal for One-Time and Recurring Fees
- Closure of the 2000 Block of Broadway (between Jefferson Ave and Main St)

At this point, City staff recommends that the City Council extend the Temporary Outdoor Business Activity Program through July 5, 2022. This would allow the City Manager the authority to open and close identified streets and parklets that are included in the downtown street closure map. The proposed extension through July 5, 2022 would continue to support local businesses and restaurants as indoor dining options have not been preferred by customers, negatively impacting the bottom line of many business owners who would undoubtedly suffer greater economic losses if outdoor dining was not available to them on a temporary basis. These businesses continue to contribute to the economic vitality of the community, but business owners have reported they are still navigating unprecedented challenges, and some are hanging on by a thread.

FISCAL IMPACT

The estimated cost for extending the Temporary Outdoor Business Activity Program to July 5, 2022 is negligible and direct staff involvement will only be required on an as-needed basis. Previous costs to conduct social distance monitoring for the program was approximately $125,000-$150,000 for the calendar year. However, with the drop in the physical distancing requirement statewide in June of 2021, and stabilization in the operations of the temporary program, part time staff to monitor the program are no longer needed. Staff visits and monitoring are only performed when complaints are received, which has been rare. The majority of staff time has been devoted to developing the ongoing Parklet Program, and this will continue to be the case well into spring of 2022.

City parking revenue will continue to be forfeited where temporary parklets are installed. It is estimated that a loss of meter revenue per space per day is $8-$13. About 100 stalls have been used for the street closure and temporary parklet program established June 2020, and with the current program expiring December 2021, approximately $443,200 to $720,200 of meter revenue has been/will be lost. If the temporary program is extended until July 2022, the City expects to lose an additional $148,000 to $240,500. These costs can be absorbed in the current operating budget given that the City has received federal COVID-19 relief funds to backfill lost City revenue.

Additionally, the Temporary Outdoor Business Activity Program has helped avoid deeper losses in sales tax revenue due an increase in local business activity related to customers opting for more frequent take-out or diners taking advantage of expanded outdoor dining setups.

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. Similarly, the proposed activity falls within the scope of CEQA Guidelines Section 15061(b) (3), in that it can be seen with certainty that there is no possibility that the activity in question, namely street closures to facilitate outdoor business activity, will have a significant effect on the environment. Separately and independently, even if the activity

constituted a project under CEQA, it would be exempt as set forth in CEQA Guidelines Section 15304, because the use of existing streets, sidewalks and private property for outdoor dining constitutes a minor temporary use of land having negligible or no permanent effects on the environment.

PUBLIC NOTICE

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

ALTERNATIVES

The City Council may elect not to move forward with an extension of the Temporary Outdoor Business Activity Program or direct staff to explore alternative approaches. Staff will return to the City Council in February 2022 to present a comprehensive Parklet Program to replace the Temporary Outdoor Business Activity Program.

ATTACHMENTS

Attachment A – Resolution authorizing the extension of the temporary closure of City streets to allow for outdoor dining during the Covid-19 emergency, seven days a week, until July 5, 2022
Attachment B – Downtown street and parklet closure map

REPORT PREPARED BY:

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(650) 780-7204

APPROVED BY:

Alex Khojikian, Assistant City Manager
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AUTHORIZING THE EXTENSION OF THE TEMPORARY CLOSURE OF CITY STREETS TO ALLOW FOR OUTDOOR DINING DURING THE COVID-19 EMERGENCY

WHEREAS, California Vehicle Code section 21101(e) authorizes the adoption of rules and regulations by ordinance or resolution on temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, on March 12, 2020, the City Council ("City Council") of the City of Redwood City ("City") adopted a resolution Proclaiming the Existence of a Local Emergency Caused by the Novel Coronavirus ("Covid-19"); and

WHEREAS, on March 16, 2020, as a result of the widespread community transmission of Covid-19, the Health Officer of the County of San Mateo ("Health Officer") issued an Order for all County residents to shelter in place except for certain essential activities. This mandate to shelter in place was extended and superseded by Order No. c19-5b (March 31, 2020), Order No. c19-5c (April 29, 2020), Order No. c19-5d (May 15, 2020), Order No. c19-5e (May 28, 2020), and Order No. c19-5f (June 4, 2020) and all referenced appendices; and

WHEREAS, on June 17, 2020, the Health Officer issued Order No. c19-11 that allows outdoor dining under revised conditions as described in Appendix C-1, and among other things, rescinds the June 4, 2020 Health Officer Order (No. c19-5f and all appendices thereto) that directed all individuals to shelter in place (the "County Health Requirements"). The County Health Requirements went into effect immediately; and

WHEREAS, Appendix C-1 of County Order No. c19-11 allows "outdoor dining", subject to certain restrictions and provides that outdoor dining provides access to freshly prepared meals at a relatively low risk of transmission; because food service will be limited to outdoor areas, the overall volume of increased activity will be modest; interactions and activities that occur outdoors carry a lower risk of transmission than most indoor interactions and activities; and risks associated with these operations can be substantially mitigated with conditions to ensure adequate social distancing, the use of masks when not dining and limiting contact between households; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33- 20 ordering all of California to stay at home, unless in the category of essential services; and

WHEREAS, on May 4, 2020, Governor Newsom issued Executive Order N-60-20 directing the public to continue to follow the directives of the State Public Health Officer and county health officers when more restrictive and noting the continued threat of the global COVID-19 pandemic, but allowing reopening of lower risk businesses to reopen pursuant to a framework developed by the State Public Health Officer; and

WHEREAS, on December 3, 2020, the Acting State Public Health Officer issued a Regional Stay at Home Order, effective December 5, 2020, which provided that when the adult intensive care unit (ICU) bed capacity of specified regions fell below 15%, certain public health requirements would be triggered, including a general ban on gatherings with members of other households, and a prohibition on the sale of food, beverages, and alcohol for in-store consumption; and

WHEREAS, on December 16, 2020, the California Department of Public Health announced that based on COVID-19 statistics, including data on ICU capacity, the Bay Area would become subject to the Regional Stay at Home Order on Thursday, December 17, 2020, at 11:59 p.m., until at least January 8, 2021; 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, 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 a critical governmental interest in maintaining a thriving business community and protecting the health, safety, and economic welfare of its residents and businesses; and

WHEREAS, in order to protect the health and safety of the City, while fostering economic well-being of the City's citizens and businesses, the City wishes to assist businesses in remaining open, or re-opening, when lawfully permitted to do so; and

WHEREAS, when the Regional Stay at Home Order is no longer in effect for the Bay Area, it will be up to local jurisdictions such as the City to facilitate outdoor dining in accordance with the County Health Requirements, which impose a variety of space intensive requirements on restaurants and other food facilities seeking to provide outdoor dining services; and

WHEREAS, it is planned that tables and chairs are to be located in the public right of way, and the temporary closure of certain streets, as more particularly shown in Exhibit A, attached hereto and incorporated by reference, is clearly necessary for the safety and protection of persons using said streets; and

WHEREAS, to date, approximately forty restaurants have participated in the Temporary Outdoor Dining Program, thirty-eight of which are located in the Downtown; and

WHEREAS, recent surveys of program participants showed that Downtown restaurants felt the temporary outdoor program was very helpful and they would like to see the program further extended to provide predictability and cost effectiveness for businesses to purchase equipment and make significant investments in improvements in temporary dining areas located in parking spaces within the right of way; and

WHEREAS, on June 22, 2020, the City Council ratified a June 15, 2020 proclamation by the City Manager acting as the Director of Emergency Services allowing for outdoor dining on public and private property, and separately allowed the closure of certain Downtown Streets to allow for outdoor dining from June 22, 2020 to September 30, 2020; and

WHEREAS, on September 14, 2020, the City Council ratified a September 1, 2020 proclamation by the City Manager acting as the Director of Emergency Services allowing temporary outdoor business activity, and separately authorized the extension of the temporary closure of certain Downtown Streets to allow for outdoor business activity from September 30 to January 31, 2021; and

WHEREAS, on January 11, 2021, the City Council passed Resolution 15930 extending the street closures and making public rights of and City-owned property available for outdoor dining services through December 31, 2021; and

WHEREAS, the City Council desires to extend street closures and make public rights of way and City-owned property available for outdoor dining services through July 5, 2022.

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

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

SECTION 2. CEQA. 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. Similarly, the proposed activity falls within the scope of CEQA Guidelines Section 15061(b) (3), in that it can be seen with certainty that there is no possibility that the activity in question, namely street closures to facilitate outdoor business activity, will have a significant effect on the environment. Separately and independently, even if the activity constituted a project under CEQA, it would be exempt as set forth in CEQA Guidelines Section 15304, because the use of existing streets, sidewalks and private property for outdoor business activity constitutes a minor temporary use of land having negligible or no permanent effects on the environment.

SECTION 3. The City Manager is hereby authorized to temporarily close the City streets identified in the outdoor dining map attached as Exhibit "A", for seven (7) days a week, or for shorter periods of time as determined by the City Manager, until July 5, 2022. The City Manager is further authorized to reopen the streets identified in Exhibit A at an earlier date.

SECTION 4. The City Manager is further authorized to make adjustments in the temporary closure of City streets identified in Exhibit "A" and the reopening of said streets, and take other implementing actions in order to comply with State requirements, and with the County Health Requirements, as amended from time to time.

SECTION 5. This resolution shall expire when repealed or upon a declared termination of the state of emergency regarding Covid-19 by the City Council.

SECTION 6. This resolution shall be effective upon the date of its adoption.

* * *

EXHIBIT “A”

EXHIBIT "A"

Downtown Street Dining

LEGEND

- Road Closed to Vehicle Traffic
- Sidewalk Cafe; Vehicle Traffic Allowed
- Parklets
- Temporary Parking for Grab and Go

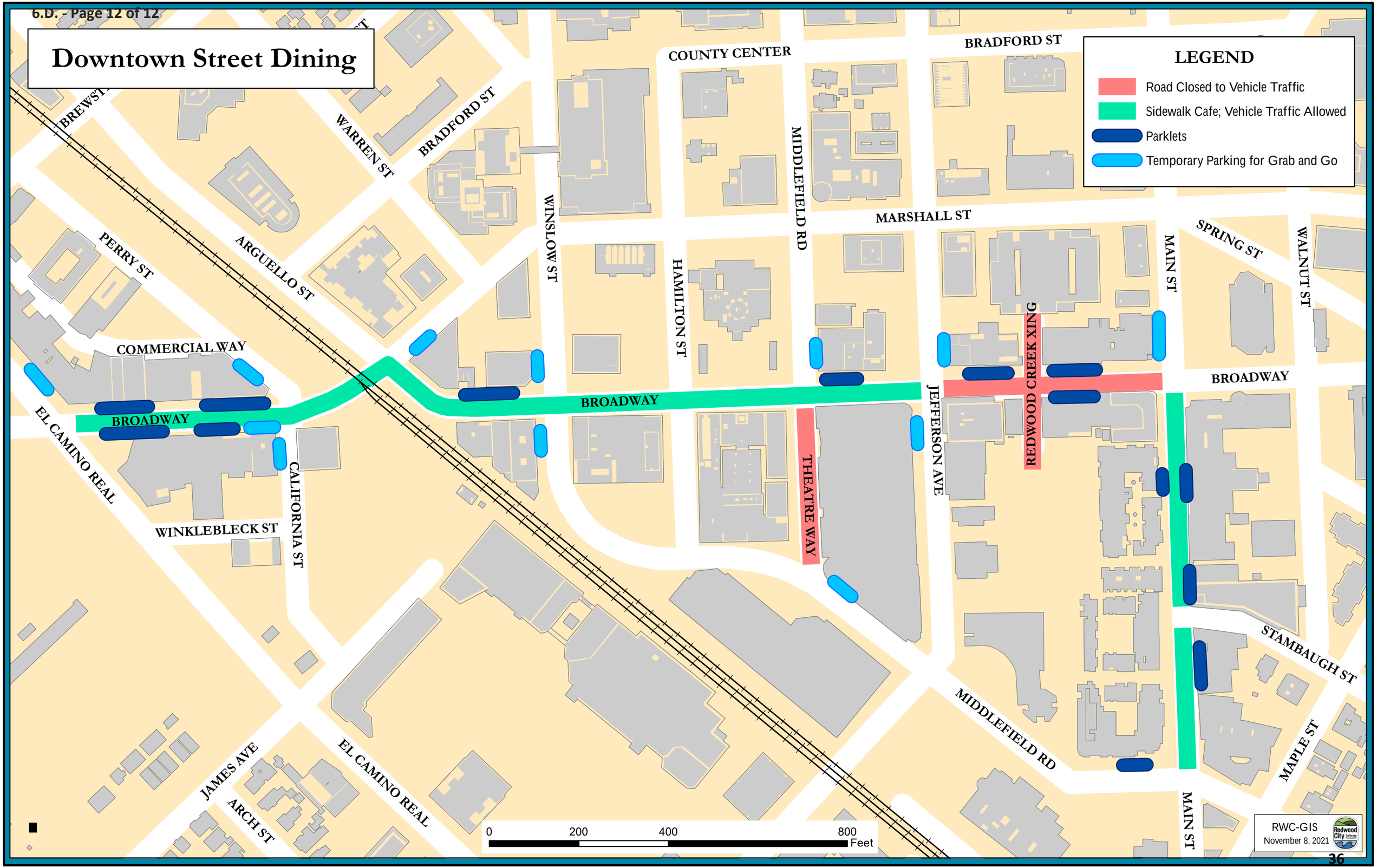
BREWSTER AVE
WARREN ST
BRADFORD ST
COUNTY CENTER
BRADFORD ST
MIDDLEFIELD RD
WINSLOW ST
MARSHALL ST
PERRY ST
ARGUELLO ST
HAMILTON ST
SPRING ST
MAIN ST
WALNUT ST
COMMERCIAL WAY
BROADWAY
BROADWAY
REDWOOD CREEK XING
BROADWAY
EL CAMINO REAL
CALIFORNIA ST
WINKLEBLECK ST
THEATRE WAY
JEFFERSON AVE
STAMBAUGH ST
MIDDLEFIELD RD
MAPLE ST
JAMES AVE
ARCH ST
EL CAMINO REAL
MAIN ST

0 200 400 800 Feet

RWC-GIS
November 30, 2020

REV: 11-15-2021 JB

Downtown Street Dining



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Agreement with Steve Blanc Investigations for background investigation services

RECOMMENDATION

By motion, approve and authorize the City Manager to execute an agreement between the City of Redwood City and Steve Blanc Investigations in an amount not-to-exceed $90,000.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

The Fire Department uses the services of a consultant to provide extensive background investigations prior to hiring. The City's purchasing policy requires a contract for these professional services. The Police Department also has an agreement with Steve Blanc Investigations and together, the two contracts exceed the signing authority of the City Manager and require City Council approval.

ANALYSIS

The Fire Department would like to obtain a contractor to provide candidate background investigations of applicants who have received conditional offers of employment. The Fire Department has been using the services of Steve Blanc Investigations for previous recruitments and staff are happy with the results. Both the Police Department and the Fire Department are formalizing their relationship with Steve Blanc Investigations through separate service contracts, and aggregately the total cost for services is over $100,000.

Once the Department advertises and recruits for a position, the Department requires applicants to complete written examinations, physical ability tests, and comprehensive oral interviews. The Department then develops a list of top candidates and extends conditional offers of employment. As the final step in the hiring process, the Department conducts background checks on those candidates.

Steve Blanc Investigations conducts a thorough background investigation and record checks on behalf of the City. During the background investigations, Steve Blanc will conduct an in-depth candidate and reference interview as well as review a detailed personal history statement provided by the candidate. The records check will include a candidate's driving record, sex offender registration, education verification, social security verification, Live Scan (criminal history) review, selective service registration verification, and address verification. This investigation and record check process helps ensure that trustworthy candidates are chosen to join the Fire Department. Background investigations for fire and police personnel are subject to different legal requirements, so the Fire and Police Department contract separately for these services.

FISCAL IMPACT

Funding has been included in the Fire Department's operating budget. No additional appropriation is needed at this time.

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

Direct staff to return to Council with alternative agreement.

ATTACHMENTS

Attachment A – Agreement with Steve Blanc Investigations

REPORT PREPARED BY:

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

APPROVED BY:

Ray Iverson, Fire Chief
Melissa Stevenson Diaz, City Manager

AGREEMENT BETWEEN
THE CITY OF REDWOOD CITY (CITY)
AND
STEVE BLANC INVESTIGATIONS (CONTRACTOR)

This Agreement is entered into this ____ day of _____, 2021, by and between Steve Blanc Investigations, an individual, duly qualified to conduct business in the State of California, whose principal place of business is 1368 Crocker Drive, El Dorado Hills, California 95726; (hereinafter referred to as "Contractor"), and the CITY OF REDWOOD CITY, a California municipal corporation and charter city ("City"). City and Contractor are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

* * *

WHEREAS, City has determined that it is necessary to obtain a Contractor to provide fire department candidate background investigations, and

WHEREAS, Contractor has represented to City that it is specially trained, experienced, expert and competent to perform the special services required hereunder and City has determined to rely upon such representations; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

1. EXHIBITS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services
Exhibit B – Payments and Rates

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for City in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. City reserves the right to withhold payment if City determines that the quantity or quality of the work performed is unacceptable. The City agrees to pay Contractor up to **THIRTY THOUSAND DOLLARS ($30,000)** per fiscal year, for a total not to exceed amount of **NINETY THOUSAND DOLLARS ($90,000)** for the completion of all the work and services described herein.

4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be a period from _____ through **June 30, 2024**.

5. TERMINATION: AVAILABILITY OF FUNDS

This Agreement may be terminated by Contractor or by the Fire Chief or his/her designee at any time without a requirement of good cause upon thirty (30) days advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of City and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of City employees.

7. HOLD HARMLESS

a. General Hold Harmless

Contractor shall indemnify and save harmless the City of Redwood City, its City Council, Commissions, Committees, Boards, Officers, Employees, Volunteers and Agents from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the City of Redwood City, it's City Council, Commissions, Committees, Boards, officers, employees, volunteers and agents. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which City has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of City. Any such assignment or subcontract without City's prior written consent shall give City the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. BUSINESS LICENSE

The Contractor must obtain a City business license, unless the Contractor qualifies for an exemption.

10. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by City, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish City with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain coverage as required by the California Labor Code and Employer's Liability limits with limits not less than $1,000,000 per each accident for bodily injury or disease. The Worker's Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees, and volunteers. The Workers' Compensation and Employer's Liability Insurance will not be required if Consultant has no employees and provides, to the City's satisfaction, a declaration stating this.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance and shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be on an "occurrence" basis, combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability $2,000,000

The City, its City Council, Commissions, Committees, Boards, officers, employees, volunteers and agents, shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to City, City Council, Commissions, Committees, Boards, Officers, Employees, Volunteers and Agents and shall be primary and non-contributory insurance to the full limits of liability of the policy and (b) if the City, its City Council, Commissions, Committees, Boards, Officers, Employees, Volunteers and Agents have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

An endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail.

d. **Auto Liability**

Auto liability insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

Verification of Coverage: Contractor shall furnish the City with certificates of Insurance including all required endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the City before work begins.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

12. GOVERNING LAW; JURISDICTION

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The services will be provided in Redwood City, San Mateo County, California. For any dispute arising from this Agreement, the parties consent to jurisdiction and venue in either San Mateo Superior Court or the United States District Court for the Northern District of California.

13. MERGER CLAUSE: AMENDMENTS

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

CITY:

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

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

_____
Pamela Aguilar, City Clerk

Contractor:

Steve Blanc Investigations
Steve Blanc
1368 Crocker Drive
El Dorado Hills, California 95726

By: _____

By: Steven D. Blanc
Steven D. Blanc (Nov 18, 2021 15:31 PST)

Printed Name: _____

Printed Name: Steven D. Blanc

Title: _____

Title: Owner

REV: 10-18-2021 RL

EXHIBIT A – SERVICES

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor will conduct pre-employment background investigations on potential employees (candidates) for the Redwood City Fire Department. Services include, but are not limited to:

1.) Background Investigation
- Detailed Personal History Statement (PHS)
- In-depth candidate interview
- Reference interviews
- Current & past employer checks
- Candidate debrief

2.) Records Checks
- Driving Record
- Sex Offender Registration
- Education Verification
- Social Security Verification
- Livescan/Fingerprint
- Selective Service Registration Verification
- Address Verification

3.) Other responsibilities of the Contractor
- Make contact with the candidate and conduct a thorough background investigation
- Immediately notify the Redwood City Fire Department if a disqualifying event is discovered in a candidate's background
- Complete background investigation within 45 days of the date the Personal History Statement is provided to the Contractor
- If an extension is required the Contractor will contact the Redwood City Fire Department to request the extension with an estimated completion date; extensions will not be granted past 60 days
- Submit the completed background investigation report (narrative summary and executive summary) to the Department for review. If any deficiencies are noted, the report will be returned to Contractor for correction prior to submission for final approval via the Redwood City Fire Department chain of command.

EXHIBIT B – PAYMENTS AND RATES

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, City shall pay Contractor based on the following fee schedule and terms:

I. PAYMENT AND RATES

A. City will pay Contractor as follows

1. $1,400 per background investigation
2. Payments will not exceed $30,000 for fiscal year July 1, 2021 – June 30, 2022
3. Payments will not exceed $30,000 for fiscal year July 1, 2022 – June 30, 2023
4. Payments will not exceed $30,000 for fiscal year July 1, 2023 – June 30, 2024

B. Invoicing Procedures

1. City agrees to pay Contractor, upon receipt of an invoice detailing tasks and services rendered under this Agreement.

2. Payment shall be representative of completed tasks and services, contingent upon receipt and approval by the designated City representative(s).

C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the City. The total payment for services of Contractor per fiscal year is identified in section I (A). City shall have the right to withhold payment if City determines that the quality of work performed is unacceptable. Payment shall be made within 30 days from the date of the applicable undisputed invoice.

REV: 10-18-2021 RL

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Agreement with Cortina Productions for media production services for the specialized interactive exhibits at the new Veterans Memorial Building/Senior Center

RECOMMENDATION

By motion, 1) determine that due to the nature of the services, competitive bidding does not serve the public interest for the Agreement for Services with Cortina Productions, and suspend the competitive bidding requirements for the Agreement for Services; and 2) approve and authorize the City Manager to execute an Agreement for Services with Cortina Productions for media production services for the specialized interactive exhibits at the new Veterans Memorial Building/Senior Center for a flat-rate amount of $765,254 (requires 5/7 vote for passage).

STRATEGIC PLAN GUIDING PRINCIPLE

Communication and Community Building

BACKGROUND

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

Through the extensive public engagement process, partnership agreements, design and construction document process, and the successful sale of bonds to fund the project, the City Council awarded the construction project to Thompson Builders on May 24, 2021.

A special part of the Veterans Memorial Building/Senior Center Project (VMSC Project) includes the plan to install several interactive electronic exhibits throughout the building. These special exhibits will feature veterans from our community who will share their stories of service to our Country. Exhibits will also spotlight the NFL Alumni Association and the history of the San Francisco 49ers training facility that was once located at Red Morton Park.

ELS Architecture and Urban Design, the lead architect for the VMSC Project, worked directly with CambridgeSeven, a museum exhibit design consultant, and Cortina Productions to conduct initial interviews of veterans and former NFL players through the design development process.

Construction of the new VMSC began in mid-July, and the next step is to work with the project team on the furniture, fixtures, and equipment (FF&Es), including the interactive exhibits, to ensure proper lead time for the procurement, including developing specifications, bidding, award of bid, manufacturing, delivery, and eventual installation. This includes the exhibits which will be of "museum quality", with interactive and educational stories intended to be timeless.

ANALYSIS

Media production for museums and centers is a highly specialized service that is a critical component of every exhibit development. CambridgeSeven led the exhibit project, working closely with Cortina Productions during the exhibit design phase. As we move into the next major phase of the project, staff recommends entering directly into a contract for media production with Cortina Productions, which staff proposes not be subject to competitive procurement requirements in light of the City's Best Interest exception to such requirements. Redwood City Code Section 2.67.4.C states in relevant part that a purchase of goods or services can be made without competitive procurement when "a competitive bidding process is not likely to serve the best interests of the City or to result in the lowest price." Purchases made pursuant to this exception require the affirmative vote of at least five Councilmembers. Cortina Productions' involvement with the exhibit design phase of the project will enhance the efficiency of the execution of media production as there will be no on-ramping required for the media producer and the project can proceed on a streamlined schedule. Staff anticipates this enhanced efficiency will result in a lower price for service than could be obtained through another vendor.

Cortina Productions is a leading media producer in the country, designing and producing numerous award-winning multimedia experiences for museums. From multi-user interactives to multi-screen video, to mobile apps, Cortina stays at the forefront of technology as they develop innovative avenues for expression. Current and recent projects include the International Spy Museum, National Comedy Center, The Bell Museum, Smithsonian National Museum of African American History and Culture, the United States Holocaust Memorial Museum's exhibit "Americans and the Holocaust," and the American Revolution Museum at Yorktown.

FISCAL IMPACT

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

The agreement with Cortina Productions for the extensive scope of work project is in the amount of $765,253.61 and was anticipated in the overall project construction costs at the time for preparing the bond analysis and has been appropriated within the financing of the project.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

The City Council could choose not to enter into an agreement with Cortina Productions and direct staff to go through a new qualification search.

ATTACHMENTS

Attachment A – Agreement with Cortina Productions

REPORT PREPARED BY:

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

APPROVED BY:

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

AGREEMENT FOR SERVICES
[Cortina Productions]

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 Cortina Productions, a Virginia corporation ("Consultant").

RECITALS

A. City requires the services of a specialized custom multimedia production company.

B. Consultant has the necessary experience in providing such services.

C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

D. Consultant 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 Consultant to perform, and Consultant 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”. Consultant may not change the list of Key Personnel without the prior written consent of the City.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area. Consultant 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 Consultant has performed the Services completely.

4. Schedule. Consultant 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, Consultant'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 Consultant a flat-rate amount of Seven Hundred Sixty Five Thousand Two Hundred Fifty Three Dollars and Sixty One Cents ($765,253.61) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Consultant, 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 Consultant must submit applications for payment that contain the following:

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

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its officers, agents, employees, consultants, or subcontractors (collectively, "Consultant Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or any Consultant Personnel. Consultant 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 Consultant or any Consultant Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant 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, Consultant 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 Consultant 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. Consultant will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Consultant 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 Consultant.

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

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

11. Indemnification.

11.1 Consultant 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") that arise out

of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable. Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

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

11.3 Consultant 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 Consultant 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 Consultant 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 Consultant'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. Consultant 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 Consultant or Consultant'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. Consultant, 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 Consultant's indemnification obligations under this Agreement.

12.1.1 Commercial General Liability Insurance. Consultant 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. Consultant 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. Consultant 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. Consultant will maintain coverage with limits not less than $1,000,000 per each accident for bodily injury or disease.

12.1.5 Professional Liability Insurance. Consultant will maintain coverage with limits not less than $1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

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 Consultant 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, Consultant will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Consultant 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 Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant 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. Consultant 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 Consultant to City (a "Deliverable"), such Deliverable will be and remain the property of City. Consultant will provide a copy of all Deliverables to City in their native format. Consultant 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 Consultant under this Agreement that are not Deliverables (collectively, the "Consultant Documents") will be and remain the property of Consultant. City may request copies of Consultant Documents, and to the extent Consultant agrees to provide copies of such Consultant 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 Consultant.

15. Maintenance of Records. Consultant 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 Consultant 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. Consultant 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. Consultant 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. Consultant agrees that all copyrights that arise from the Services will be vested in City, and Consultant 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 Consultant under this Agreement.

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

For Consultant:
Jim Cortina, Owner
1651 Old Meadow Road, Suite 400
McLean, Virginia 22102
(703) 556-8481

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 Consultant or any Consultant Personnel, Consultant or Consultant Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

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

19. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant 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. Consultant 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 Consultant fails or refuses to perform any of the provisions of this Agreement, and if Consultant 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 Consultant.

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 Consultant providing a written notice specifying the nature of the default, Consultant 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, Consultant will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Consultant 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. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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. Consultant acknowledges that if a false claim is submitted to City by Consultant, Consultant may be subject to criminal prosecution for fraud. Consultant 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. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding. As a result of such proceeding, Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant 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. Consultant 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 Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

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

CONSULTANT:

Cortina Productions
1651 Old Meadow Road, Suite 400
McLean, Virginia 22102

*By: _____

Printed Name: **Joseph P. Cortina**

Title: **President**

**By: _____

Printed Name: **James E. Cortina**

Title: **Secretary / Treasurer**

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.

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EXHIBIT "A"

SCOPE OF SERVICES AND FEE

Consultant will custom develop the content for Multi-Media Exhibit Production for the Veterans Memorial Building/Senior Center. The production of the exhibit stores about Redwood City and San Mateo County veterans as well as about the NFL Alumni Association past professional athletes and service to the community will be featured throughout the building by special electronic interactive displays.

TASK 1: LOBBY MEDIA PYLONS

AV Description:
These large-format media pylons, composed of 28 46" displays, create a dynamic presentation that welcome visitors to the Center. Grouped by thematic show modes, this content-rich experience highlights all the Center has to offer.

Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	130.00	$196.33	$25,522.90
SENIOR PRODUCER	140.00	$132.87	$18,601.80
PROJECT MANAGER	120.00	$97.44	$11,692.80
PRODUCTION COORDINATOR	180.00	$53.15	$9,567.00
INTERACTIVE ASSOCIATE PRODUCER	160.00	$62.01	$9,921.60
EDITORIAL RESEARCHER	40.00	$79.72	$3,188.80
PRODUCTION ASSISTANT	140.00	$44.29	$6,200.60
PRODUCING/PROJECT MANAGEMENT Total			**$84,695.50**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	16.00	$115.15	$1,842.40
GRAPHIC PRODUCTION MANAGER	16.00	$79.72	$1,275.52
INTERACTIVE DESIGNER II	100.00	$79.72	$7,972.00
DESIGN Total			**$11,089.92**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	30.00	$141.73	$4,251.90
SOFTWARE DEVELOPMENT COORDINATOR	40.00	$79.72	$3,188.80
SENIOR SOFTWARE DEVELOPER	80.00	$150.59	$12,047.20
SOFTWARE DEVELOPER	300.00	$124.01	$37,203.00
JUNIOR SOFTWARE DEVELOPER	80.00	$88.58	$7,086.40
SOFTWARE TESTER	60.00	$88.58	$5,314.80
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$69,092.10**
EDITING/ANIMATION			
Internal Services			
DIRECTOR OF EDITING & ANIMATION	40.00	$115.15	$4,606.00
SENIOR EDITOR	160.00	$132.87	$21,259.20

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ASSISTANT VIDEO EDITOR	120.00	$53.15	$6,378.00
EDITING/ANIMATION Total			**$32,243.20**
LIVE-ACTION / REENACTMENT ORIGINAL SHOOTING			
Internal Services			
SENIOR DIRECTOR OF PHOTOGRAPHY (DAY RATE)	4.00	$2,657.40	$10,629.60
CAMERA EQUIPMENT RENTALS	5.00	$860.00	$4,300.00
GAFFER (DAY RATE)	3.00	$1,240.12	$3,720.36
GRIP (DAY RATE)	3.00	$1,062.96	$3,188.88
CATERING	3.00	$150.00	$450.00
Internal Expenses			
RED DRAGON CAMERA PACKAGE	3.00	$1,030.00	$3,090.00
LIVE-ACTION / REENACTMENT ORIGINAL SHOOTING Total			**$25,378.84**
Grand Total			**$222,499.56**

TASK 2: CONNECTING GROUPS LOBBY KIOSKS

AV Description:

Two screens provide visitors with a wayfinding mechanism to direct them to the part of the Center they want to visit. CMS coordination allows for easy updating of the interactive by the staff.

Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	46.00	$196.33	$9,031.18
SENIOR PRODUCER	80.00	$132.87	$10,629.60
PROJECT MANAGER	20.00	$97.44	$1,948.80
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
PRODUCING/PROJECT MANAGEMENT Total			**$29,404.78**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	16.00	$115.15	$1,842.40
GRAPHIC PRODUCTION MANAGER	8.00	$79.72	$637.76
INTERACTIVE DESIGNER II	104.00	$79.72	$8,290.88
JUNIOR INTERACTIVE DESIGNER	48.00	$62.01	$2,976.48
DESIGN Total			**$13,747.52**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	16.00	$141.73	$2,267.68
SENIOR SOFTWARE DEVELOPER	16.00	$150.59	$2,409.44
SOFTWARE DEVELOPER	190.00	$124.01	$23,561.90
SOFTWARE TESTER	32.00	$88.58	$2,834.56
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$31,073.58**
Grand Total			**$74,225.88**

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TASK 3: TAPESTRY STORYTELLER STATION 1

AV Description:
One of two stations highlight first-person stories about service and the connection Redwood City veterans develop with fellow veterans. The division of content between the two screens will be developed in production but will include themes like Camaraderie, Leadership and Mentorship, and Freedom, Honor To Service, Sacrifice and Healing and Community. These costs assume on day of interview shoots and assumes approximately 25 finished videos.

Service Group Name	Quantity	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	30.00	$196.33	$5,889.90
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	16.00	$97.44	$1,559.04
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
PRODUCING/PROJECT MANAGEMENT Total			**$20,558.94**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	2.00	$115.15	$230.30
GRAPHIC PRODUCTION MANAGER	4.00	$79.72	$318.88
INTERACTIVE DESIGNER II	14.00	$79.72	$1,116.08
JUNIOR INTERACTIVE DESIGNER	16.00	$62.01	$992.16
DESIGN Total			**$2,657.42**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	5.00	$141.73	$708.65
SOFTWARE DEVELOPMENT COORDINATOR	3.00	$79.72	$239.16
SOFTWARE DEVELOPER	40.00	$124.01	$4,960.40
SOFTWARE TESTER	8.00	$88.58	$708.64
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$6,616.85**
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING			
Internal Services			
SENIOR DIRECTOR OF PHOTOGRAPHY (DAY RATE)	1.00	$2,580.00	$2,580.00
CAMERA EQUIPMENT RENTALS	1.00	$550.00	$550.00
GRIP/LIGHTING EQUIPMENT RENTALS	1.00	$850.00	$850.00
SOUND TECHNICIAN (DAY RATE)	1.00	$1,118.00	$1,118.00
SOUND EQUIPMENT RENTAL	1.00	$602.00	$602.00
HAIR / MAKE UP	1.00	$1,204.00	$1,204.00
CATERING	1.00	$300.00	$300.00
LOCATION FEES	0.50	$3,090.00	$1,545.00

Internal Expenses			
RED DRAGON CAMERA PACKAGE	1.00	$1,030.00	$1,030.00
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING Total			**$9,779.00**
EDITING/ANIMATION			
Internal Services			
ASSISTANT VIDEO EDITOR	200.00	$53.15	$10,630.00
EDITING/ANIMATION Total			**$10,630.00**
Grand Total			**$50,242.21**

TASK 4: TAPESTRY STORYTELLER STATION 2

AV Description:

One of two stations highlight first-person stories about service and the connection Redwood City veterans develop with fellow veterans. The division of content between the two screens will be developed in production but will include themes like Camaraderie, Leadership and Mentorship, and Freedom, Honor To Service, Sacrifice and Healing and Community. Task 4 includes interview shoots and 25 finished videos.

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Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	30.00	$196.33	$5,889.90
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	16.00	$97.44	$1,559.04
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
PRODUCING/PROJECT MANAGEMENT Total			**$20,558.94**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	2.00	$115.15	$230.30
GRAPHIC PRODUCTION MANAGER	4.00	$79.72	$318.88
INTERACTIVE DESIGNER II	14.00	$79.72	$1,116.08
JUNIOR INTERACTIVE DESIGNER	16.00	$62.01	$992.16
DESIGN Total			**$2,657.42**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	5.00	$141.73	$708.65
SOFTWARE DEVELOPMENT COORDINATOR	3.00	$79.72	$239.16
SOFTWARE DEVELOPER	40.00	$124.01	$4,960.40
SOFTWARE TESTER	8.00	$88.58	$708.64
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$6,616.85**
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING			
Internal Services			
SENIOR DIRECTOR OF PHOTOGRAPHY (DAY RATE)	1.00	$2,580.00	$2,580.00
CAMERA EQUIPMENT RENTALS	1.00	$550.00	$550.00
GRIP/LIGHTING EQUIPMENT RENTALS	1.00	$850.00	$850.00

SOUND TECHNICIAN (DAY RATE)	1.00	$1,118.00	$1,118.00
SOUND EQUIPMENT RENTAL	1.00	$602.00	$602.00
HAIR / MAKE UP	1.00	$1,204.00	$1,204.00
CATERING	1.00	$300.00	$300.00
LOCATION FEES	0.50	$3,090.00	$1,545.00
Internal Expenses			
RED DRAGON CAMERA PACKAGE	1.00	$1,030.00	$1,030.00
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING Total			**$9,779.00**
EDITING/ANIMATION			
Internal Services			
ASSISTANT VIDEO EDITOR	200.00	$53.15	$10,630.00
EDITING/ANIMATION Total			**$10,630.00**
Grand Total			**$50,242.21**

TASK 5: TAPESTRY PHOTO EXPLORATION

AV Description:

Through this interactive experience, visitors view digital artifacts and read stories of service related to Redwood City veterans, highlighting themes associated with service.

Service Group Name	Quantity	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	24.00	$196.33	$4,711.92
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	12.00	$97.44	$1,169.28
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
EDITORIAL RESEARCHER	40.00	$79.72	$3,188.80
PRODUCING/PROJECT MANAGEMENT Total			**$22,180.00**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	6.00	$115.15	$690.90
GRAPHIC PRODUCTION MANAGER	6.00	$79.72	$478.32
INTERACTIVE DESIGNER II	28.00	$79.72	$2,232.16
JUNIOR INTERACTIVE DESIGNER	32.00	$62.01	$1,984.32
DESIGN Total			**$5,385.70**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	10.00	$141.73	$1,417.30
SOFTWARE DEVELOPMENT COORDINATOR	8.00	$79.72	$637.76
SOFTWARE DEVELOPER	100.00	$124.01	$12,401.00
SOFTWARE TESTER	16.00	$88.58	$1,417.28
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$15,873.34**
Grand Total			**$43,439.04**

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TASK 6: NFL STORYTELLING STATION

AV Description:

This station highlights first-person stories about the NFL Alumni Northern California chapter and is broken out thematically. These costs assume on day of interview shoots and assumes at least 25 finished videos.

Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	30.00	$196.33	$5,889.90
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	16.00	$97.44	$1,559.04
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
PRODUCING/PROJECT MANAGEMENT Total			**$20,558.94**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	2.00	$115.15	$230.30
GRAPHIC PRODUCTION MANAGER	4.00	$79.72	$318.88
INTERACTIVE DESIGNER II	14.00	$79.72	$1,116.08
JUNIOR INTERACTIVE DESIGNER	16.00	$62.01	$992.16
DESIGN Total			**$2,657.42**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	5.00	$141.73	$708.65
SOFTWARE DEVELOPMENT COORDINATOR	3.00	$79.72	$239.16
SOFTWARE DEVELOPER	40.00	$124.01	$4,960.40
SOFTWARE TESTER	8.00	$88.58	$708.64
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$6,616.85**
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING			
Internal Services			
SENIOR DIRECTOR OF PHOTOGRAPHY (DAY RATE)	1.00	$2,580.00	$2,580.00
CAMERA EQUIPMENT RENTALS	1.00	$550.00	$550.00
GRIP/LIGHTING EQUIPMENT RENTALS	1.00	$850.00	$850.00
SOUND TECHNICIAN (DAY RATE)	1.00	$1,118.00	$1,118.00
SOUND EQUIPMENT RENTAL	1.00	$602.00	$602.00
HAIR / MAKE UP	1.00	$1,204.00	$1,204.00
CATERING	1.00	$300.00	$300.00
LOCATION FEES	0.50	$3,090.00	$1,545.00
Internal Expenses			
RED DRAGON CAMERA PACKAGE	1.00	$1,030.00	$1,030.00
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING Total			**$9,779.00**
EDITING/ANIMATION			
Internal Services			

ASSISTANT VIDEO EDITOR	200.00	$53.15	$10,630.00
EDITING/ANIMATION Total			**$10,630.00**
Grand Total			**$50,242.21**

TASK 7: NFL PHOTO EXPLORATION

AV Description:
This interactive shows the NFL Alumni's long-established connection with the community and this station highlights these events with an eye toward giving back.

Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	24.00	$196.33	$4,711.92
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	12.00	$97.44	$1,169.28
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
EDITORIAL RESEARCHER	40.00	$79.72	$3,188.80
PRODUCING/PROJECT MANAGEMENT Total			**$22,180.00**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	6.00	$115.15	$690.90
GRAPHIC PRODUCTION MANAGER	6.00	$79.72	$478.32
INTERACTIVE DESIGNER II	28.00	$79.72	$2,232.16
JUNIOR INTERACTIVE DESIGNER	32.00	$62.01	$1,984.32
DESIGN Total			**$5,385.70**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	10.00	$141.73	$1,417.30
SOFTWARE DEVELOPMENT COORDINATOR	8.00	$79.72	$637.76
SOFTWARE DEVELOPER	100.00	$124.01	$12,401.00
SOFTWARE TESTER	16.00	$88.58	$1,417.28
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$15,873.34**
Grand Total			**$43,439.04**

TASK 8: CHRONOLOGY OF WAR STORYTELLER STATION

AV Description:
One of two stations highlight first-person stories about service and the connection Redwood City veterans develop with fellow veterans. The division of content between the two screens will be developed in production but will be broken down by war or conflict. These costs assume on day of interview shoots and assumes approximately 25 finished videos.

Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	30.00	$196.33	$5,889.90
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	16.00	$97.44	$1,559.04
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
PRODUCING/PROJECT MANAGEMENT Total			**$20,558.94**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	2.00	$115.15	$230.30
GRAPHIC PRODUCTION MANAGER	4.00	$79.72	$318.88
INTERACTIVE DESIGNER II	14.00	$79.72	$1,116.08
JUNIOR INTERACTIVE DESIGNER	16.00	$62.01	$992.16
DESIGN Total			**$2,657.42**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	5.00	$141.73	$708.65
SOFTWARE DEVELOPMENT COORDINATOR	3.00	$79.72	$239.16
SOFTWARE DEVELOPER	40.00	$124.01	$4,960.40
SOFTWARE TESTER	8.00	$88.58	$708.64
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$6,616.85**
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING			
This service group is for small original shoots, not live-action.			
Internal Services			
SENIOR DIRECTOR OF PHOTOGRAPHY (DAY RATE)	1.00	$2,580.00	$2,580.00
CAMERA EQUIPMENT RENTALS	1.00	$550.00	$550.00
GRIP/LIGHTING EQUIPMENT RENTALS	1.00	$850.00	$850.00
SOUND TECHNICIAN (DAY RATE)	1.00	$1,118.00	$1,118.00
SOUND EQUIPMENT RENTAL	1.00	$602.00	$602.00
HAIR / MAKE UP	1.00	$1,204.00	$1,204.00
CATERING	1.00	$300.00	$300.00
LOCATION FEES	0.50	$3,090.00	$1,545.00
Internal Expenses			
RED DRAGON CAMERA PACKAGE	1.00	$1,030.00	$1,030.00
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING Total			**$9,779.00**
EDITING/ANIMATION			
Internal Services			
ASSISTANT VIDEO EDITOR	200.00	$53.15	$10,630.00
EDITING/ANIMATION Total			**$10,630.00**
Grand Total			**$50,242.21**

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TASK 8: CHRONOLOGY OF WAR STORYTELLER STATION 2

AV Description:
Veterans tell emotional stories about Redwood City residents exploits in battle, accompanied by photo exploration.

Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	30.00	$196.33	$5,889.90
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	16.00	$97.44	$1,559.04
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
PRODUCING/PROJECT MANAGEMENT Total			**$20,558.94**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	2.00	$115.15	$230.30
GRAPHIC PRODUCTION MANAGER	4.00	$79.72	$318.88
INTERACTIVE DESIGNER II	14.00	$79.72	$1,116.08
JUNIOR INTERACTIVE DESIGNER	16.00	$62.01	$992.16
DESIGN Total			**$2,657.42**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	5.00	$141.73	$708.65
SOFTWARE DEVELOPMENT COORDINATOR	3.00	$79.72	$239.16
SOFTWARE DEVELOPER	40.00	$124.01	$4,960.40
SOFTWARE TESTER	8.00	$88.58	$708.64
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$6,616.85**
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING			
Internal Services			
SENIOR DIRECTOR OF PHOTOGRAPHY (DAY RATE)	1.00	$2,580.00	$2,580.00
CAMERA EQUIPMENT RENTALS	1.00	$550.00	$550.00
GRIP/LIGHTING EQUIPMENT RENTALS	1.00	$850.00	$850.00
SOUND TECHNICIAN (DAY RATE)	1.00	$1,118.00	$1,118.00
SOUND EQUIPMENT RENTAL	1.00	$602.00	$602.00
HAIR / MAKE UP	1.00	$1,204.00	$1,204.00
CATERING	1.00	$300.00	$300.00
LOCATION FEES	0.50	$3,090.00	$1,545.00
Internal Expenses			
RED DRAGON CAMERA PACKAGE	1.00	$1,030.00	$1,030.00
INTERVIEW / SMALL-SCALE ORIGINAL SHOOTING Total			**$9,779.00**
EDITING/ANIMATION			

Internal Services			
ASSISTANT VIDEO EDITOR	200.00	$53.15	$10,630.00
EDITING/ANIMATION Total			**$10,630.00**
Grand Total			**$50,242.21**

TASK 10: CHRONOLOGY OF WAR PHOTO EXPLORATION

AV Description:
Through this interactive experience, visitors view digital artifacts and read stories of service related to Redwood City veterans, highlighting their involvement is the various wars and conflicts.

Service Group Name	Quantity Hours	Rate	Total
PRODUCING/PROJECT MANAGEMENT			
Internal Services			
CREATIVE DIRECTOR	24.00	$196.33	$4,711.92
SENIOR PRODUCER	40.00	$132.87	$5,314.80
PROJECT MANAGER	12.00	$97.44	$1,169.28
PRODUCTION COORDINATOR	80.00	$53.15	$4,252.00
PRODUCTION ASSISTANT	80.00	$44.29	$3,543.20
EDITORIAL RESEARCHER	40.00	$79.72	$3,188.80
PRODUCING/PROJECT MANAGEMENT Total			**$22,180.00**
DESIGN			
Internal Services			
DIRECTOR OF DESIGN	6.00	$115.15	$690.90
GRAPHIC PRODUCTION MANAGER	6.00	$79.72	$478.32
INTERACTIVE DESIGNER II	28.00	$79.72	$2,232.16
JUNIOR INTERACTIVE DESIGNER	32.00	$62.01	$1,984.32
DESIGN Total			**$5,385.70**
SOFTWARE DEVELOPMENT/PROGRAMMING			
Internal Services			
DIRECTOR OF SOFTWARE DEVELOPMENT / PROGRAMMING	10.00	$141.73	$1,417.30
SOFTWARE DEVELOPMENT COORDINATOR	8.00	$79.72	$637.76
SOFTWARE DEVELOPER	100.00	$124.01	$12,401.00
SOFTWARE TESTER	16.00	$88.58	$1,417.28
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$15,873.34**
Grand Total			**$43,439.04**

TASK 11: CONTENT MANAGEMENT SYSTEM

AV Description:
Content Management System allows the Center's staff to update multiple exhibits, allowing the experiences to be updated and fresh.

Service Group Name	Quantity Hours	Rate	Total
SOFTWARE DEVELOPMENT/PROGRAMMING			

Internal Expenses			
CMS IN A BOX LICENSE FEE	1.00	$17,000.00	$17,000.00
SOFTWARE DEVELOPMENT/PROGRAMMING Total			**$17,000.00**
Grand Total			**$17,000.00**

TASK 12: REIMBURSABLE STOCK ALLOWANCE TO SHARE WITH EXHIBIT DESIGN

Service Group Name	Quantity Hours	Rate	Total
LICENSING (REIMBURSABLE)			
External Expenses			
3D ASSETS (Reimbursable)			$0.00
ART / OTHER (Reimbursable)			$0.00
LICENSING MUSIC (Reimbursable)			$0.00
MUSIC & SFX LIBRARY (Reimbursable)			$0.00
SOUND EFFECTS (Reimbursable)			$0.00
STOCK FOOTAGE-PER SECOND (Reimbursable)			$0.00
STOCK PHOTOS-PER PHOTO (Reimbursable)			$50,000.00
LICENSING (REIMBURSABLE) Total			**$50,000.00**
Grand Total			**$50,000.00**

TASK 13: NON-REIMBURSABLE TRAVEL ALLOWANCE

Service Group Name	Quantity Hours	Rate	Total
TRAVEL (NON-REIMBURSABLE)			
External Expenses			
TRAVEL ALLOWANCE			$20,000.00
TRAVEL (NON-REIMBURSABLE) Total			**$20,000.00**
Grand Total			**$20,000.00**

Consultant will be paid upon the completion of each task to the satisfaction of the Parks, Recreation, and Community Services Director, pursuant to invoicing consistent with Section 6, Compensation.

REV: 09-20-2021 RL

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Local Initiatives Support Corporation (LISC) Grant to provide outreach and application assistance for the State Emergency Rental Assistance Program, also known as CA COVID-19 Rent Relief for eligible tenants and landlords

RECOMMENDATION

By motion, approve and authorize City Manager to sign the Local Initiatives Support Corporation Grant Agreement between Local Initiatives Support Corporation (LISC) and the City of Redwood City in the amount of $102,000 to be used to support the Department of Treasury Emergency Rental Assistance Program being administered the State of California as the State Emergency Rental Assistance Program (ERAP) or CA COVID-19 Rent Relief.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

Since March 2020, Redwood City has provided more than $3.4 million in emergency rental assistance through the Fair Oaks Community Center to more than 1,034 households unable to pay rent due to the economic impact of COVID 19. The City has committed federal block grant funding, San Mateo County funds, City general funds, and private grants to this effort.

On January 29, 2021, Senate Bill (SB) 91 (2021) (COVID-19 relief: tenancy: federal rental assistance) extended eviction protections to COVID19-impacted tenants and established the State's Emergency Rental Assistance Program also known as the CA COVID-19 Rent Relief program. Since the program's

launch on March 15, 2021, the City has been encouraging tenants and landlords to apply for this state program.

In April 2021, the City applied to be a CA COVID-19 Rent Relief Local Program Partner. On July 29, 2021, the City received a Pre-Award notification from the state's non-profit contractor, Local Initiatives Support Corporation (LISC).

Since March 2021, the City has been promoting the CA COVID-19 Rent Relief program and helping tenants apply for funds available through this program. As of November 3, 2021 over 1100 Redwood City households have applied for over $13 million in rent relief from the state program.

ANALYSIS

On September 29, 2021 the City received the formal grant agreement for $102,000 from LISC to provide Tier 3 Level Services consisting of promotion and application assistance for the CA COVID-19 Rent Relief program during the grant period of July 29, 2021 through December 31, 2021.

Funds from the LISC grant, together with funding from San Mateo County, has enabled the City to hire four full-time temporary workers to specifically support the CA COVID-19 Rent Relief Program.

FISCAL IMPACT

The $102,000 received from LISC will be appropriated for FY 2021-22 as part of the mid-year budget adjustments later this year.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

The City Council could choose not to approve and authorize the City Manager to sign the LISC Grant Agreement and decline the funding to hire additional staffing to support eligible tenants and landlords to access CA COVID-19 Rent Relief.

ATTACHMENTS

Attachment A – Local Initiatives Support Corporation Grant Agreement

REPORT PREPARED BY:

Teri Chin, Human Services Manager
tchin@redwoodcity.org
(650) 780-7510

APPROVED BY:

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

LISC
LOCAL INITIATIVES
SUPPORT CORPORATION

October 7, 2021

Teri Chin
City of Redwood City
2600 Middlefield Road
Redwood City, CA 94063 - 3402
tchin@redwoodcity.org

Dear Teri Chin:

This letter supersedes and replaces the herein numbered Letter Agreement between Local Initiatives Support Corporation and City of Redwood City, dated September 29, 2021 in order to correct the recipient.

Congratulations. Local Initiatives Support Corporation ("LISC") has approved a grant in the amount set forth in the table below (the "Grant"), to **City of Redwood City** ("Grantee"), subject to the terms of this grant agreement entered into by and between LISC and Grantee (the "Grant Agreement"), which are as follows:

Program Action Number:	53080-0002
Grantee's DUNS Number:	**077372423**
Federal Award (Source of Funds):	Department of Treasury Emergency Rental Assistance Program (Non-Research and Development)
Federal Award Identification Number:	ERA0003
Date of Federal Award to LISC:	February 9, 2021
Catalog of Federal Domestic Assistance:	21.023
Grant Amount to Grantee:	$102,000.00
Portion of Grant Funded with Federal Funds:	100%
Portion of Grant Funded with Treasury Emergency Rental Assistance:	100%
Grantee's Indirect Cost Rate:	10%

Grant Funding and Budget

USE OF FUNDS	AMOUNT
Partial Salary and Fringe: Eligibility and Forms Collection Specialist, Outreach Specialist	$86,500
Non-expendable program supplies: Laptop – x2	$3,000

Program Costs: Mailings and materials	$3,227
Subtotal	$92,727
Indirect rate capped at 10%	$9,273
TOTAL	**$102,000**

Detailed accounting records are required for all transactions related to the Grant without commingling with other projects or funding. Grantee must keep all accounting reports and supporting documents safely secured and available for monitoring or audit upon notice.

Any change in the budget of more than 10% of the total budget shall be subject to LISC's prior written approval. LISC reserves the right to approve any professionals or consultants engaged with any Grant funds (if such engagement is permitted). In order to be reimbursed for approved consultant fees, a copy of the consulting agreement and must be sent to LISC for review. Additionally, consistent with certification 2 of Attachment B, the grantee must verify that the consultant is not debarred nor suspended from doing business with the Federal Government per www.sam.gov

Notwithstanding anything to the contrary in this Grant Agreement, Grant funds must not be used to carry out federally unallowable activities in contravention of 2 C.F.R. Part 200. Unallowable activities include, but are not limited to, lobbying, fundraising, public relations and organizational marketing.

If the Grant budget includes the payment of indirect costs, Grantee shall provide LISC with a copy of its most recent negotiated indirect cost rate agreement and if requested by LISC, a copy of its Certification of Indirect (F&A) Costs and, as applicable, a copy of its Certification that it does not meet the definition of a major nonprofit organization, which had been duly executed on behalf of Grantee by an individual at a level no lower than vice president or chief financial officer for Grantee, all in accordance with the requirements under Section 200.415 of 2 C.F.R. Part 200. De minimis rate of 10% of Modified Total Direct Costs shall be calculated and charged as approved, and in accordance with 2 C.F.R. § 200.68.

Term of the Grant

The Grant term begins on July 29, 2021, and ends on **December 31, 2021.**

Purpose of the Grant:

The Local Initiatives Support Corporation (LISC) was selected by the State of California to bring together ground-level partnerships throughout California communities and tribes to assist the state as it implements the Emergency Rental Assistance Program. The purpose of this grant is to ensure all regional geographies, target communities, and tribes most impacted by the COVID19 pandemic throughout California have access to the program. Grantee will be part of the Local Partner Network, and will ensure that all potential applicants can receive in-language assistance in their area.

LISC is implementing a three-tiered engagement strategy to offer multiple pathways to provide assistance that will engage people with the level of support necessary to benefit from the Program. This strategy is designed to acknowledge and address the barriers of individuals who may qualify for assistance and to successfully benefit them. The tiers are focused on: 1) promotion of the program; 2) targeted outreach to eligible households; and 3) technical assistance to provide guidance to individuals as they navigate the application process.

Grantee will serve in the following tier:

Tier 3: Technical Assistance

ACTIVITIES

- Eblasts to database 2 times a month for 7 months
- One social media post per week for 7 months
- Announce at community convenings 3 times per month for 7 months
- In person appointments
- Document drop-off center
- Conduct outreach programming in languages that best enable the organization to serve target communities
- All collected information will be uploaded to the portal daily
- Network participation
- Organization will need to itemize activities (date, time, location, medium, etc.)
- Attend weekly engagement meetings

Grantee will serve the following counties:

- San Mateo

LISC was selected by the State of California ("State"), acting through the Department of Housing and Community Development ("HCD") under available funding from United States Department of Treasury ("UST") to provide localized support related to emergency rental financial assistance and housing stability services for HCD's Emergency Rental Assistance Program (the "Program"). The purpose of this Grant is to bring together ground-level partnerships throughout California communities and tribes to assist the State as it implements the Program to ensure all regional geographies, target communities, and tribes most impacted by the COVID-19 pandemic throughout California have access to the Program.

The undertaking by Grantee of the activities described above, which will benefit low- and moderate-income households (i.e. households with incomes that do not exceed 80% of area median income), and the anticipated outcomes set forth above, is referred to as the "Project".

In accordance with the Grant Budget, Grantee in furtherance of its charitable purposes, hereby agrees to use the Grant to cover a portion of its direct and indirect expenses of the Project. Funds provided under this grant for staff and consultant costs must not be used to carry out federally unallowable activities, as prohibited under 2 C.F.R. Part 200. Unallowable activities include, but are not limited to, lobbying, fundraising, public relations and organizational marketing.

By executing this Grant Agreement, Grantee agrees to carry out the activities described above on a timely basis and otherwise in compliance with this Grant Agreement (including all exhibits and attachments hereto). Grantee further represents and warrants that the activities contemplated under this Grant Agreement addresses, or will address, one of the following objectives: (i) promotion of the Program; (ii) targeted outreach to eligible households of the Program; and (iii) technical

assistance to provide guidance to eligible households and landlords, as applicable, as they navigate the application process.

This Grant is not being awarded to further research and development activities.

Availability of Appropriation; Sufficiency of Funds:

This Grant Agreement is contingent upon and subject to the availability of sufficient funds. LISC may terminate this Grant Agreement, in whole or in part, without penalty or further payment being required, if sufficient funds for this Grant Agreement have not been appropriated or otherwise made available to LISC by the federal funding source. LISC shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Grant Agreement as soon as practicable. Any suspension or termination pursuant to this provision will be effective upon the date of the written notice unless otherwise indicated.

Disbursement Conditions:

With respect to each request for disbursement of Grant funds, LISC shall have received from Grantee, as applicable, the items set forth below, all of which must be in form and substance acceptable to LISC, in its reasonable discretion:

1. The Grant Agreement duly signed by both Grantee and LISC;
2. If Grantee expended more than $750,000 in Federal funds during its fiscal year, upon request, a copy of the Single Audit Report (previously and colloquially referred to as the A-133 Audit) for Grantee (in accordance with Subpart F (Audit Requirements) of 2 C.F.R. Part 200);
3. A written disbursement request, and a duly completed and executed Government Financial Report with subsequent disbursements;
4. Supporting documentation to be submitted with disbursement includes:
    a. For salary expenses charged to this grant time and effort reports and payroll records shall be provided upon request. Time and effort reports may be by hours or percentage, but must be consistent. Hours or percentages must total and not exceed 100 percent effort, and should tie with the official payroll recordkeeping.
    b. Property Statement-Attachment C form with final disbursement; and
    c. Invoices, receipts, and proof of payment for supplies and program
    d. Copy of flyer/brochure/ad showing direct relationship to the program purpose;
5. [Grant Revenue and Expense Report or Transaction Detail Report demonstrating that the grantee is able to maintain accounting records identifying the source and application of this particular grant separately.]

Disbursement Frequency:

Disbursements shall be made to Grantee on a monthly basis upon receipt of all required disbursement documentation.

Pursuant to its Finalist Consideration Letter dated July 29th, 2021, Grantee shall receive an upfront payment in the amount of $25,500; provided, however, such payment shall not relieve Grantee of all obligations to provide such disbursement documentation to LISC to support such costs upon request.

Reporting Requirements:
Grantee shall submit the following reports to LISC in the manner and frequency set indicated below:

1. Weekly narrative reporting through the Grant Term, submitted via Google documents due every Thursday by 3pm PST;
2. Monthly Government Financial Report (Certification 8 of **Attachment B**), due no later than 15 days after the end of each calendar month; and
3. Additional reports or increased frequency of reporting may be required at any time during the term of the Grant, if determined necessary by LISC to facilitate monitoring or otherwise to comply with reporting requirements to HCD, the State and/or UST.
4. For engagements/trainings offered, the grantee shall submit activity logs, sign-in/attendance sheets; and evaluation, surveys or materials, with narrative reports and shall be made available for monitoring or audit upon notice.
5. A final performance report, in the form described in Section 10 of the Grant Terms and Conditions.

**LISC may not be able to reimburse for expenses unless and until the above information is received.*

Other Grant Conditions and Requirements
The attached Grant Terms and Conditions and Certifications (**Attachments A**, **B and C**) shall be incorporated fully into, and made a part of this Grant Agreement.

NEXT STEPS: PLEASE FOLLOW ALL OF THE STEPS OUTLINED BELOW.

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.

2. An authorized officer of Grantee MUST sign the Grant Agreement and email it to grants_contracts@lisc.org, copying Danielle Hildebrant, Assistant Program Officer at DHildebrant@lisc.org. Please contact her to request disbursement of funds and to report on progress. You may contact any of the following LISC Program Officers with questions about this grant:
   - Shona Sen, at ssen@lisc.org
   - Sandra Romero, at sromero@lisc.org
   - Danielle Hildebrant, at DHildebrant@lisc.org

3. LISC will then sign/fully execute the Grant Agreement and email it to the authorized contact person at your organization.

[the remainder of this page left intentionally blank]

The undersigned hereby acknowledges that it has received and read all the attached certifications that are part of this Grant Agreement, and agrees to comply with all of the requirements in connection with the Grant, and represents and warrants that it is in compliance with all applicable laws and regulations.

This agreement must be signed and returned to LISC within 30 days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.

TERMS OF GRANT ACCEPTED AND AGREED TO:

City of Redwood City

Authorized Officer Signature: _____

Name: _____

Title: _____

Date: _____

LISC OFFICER COUNTER-SIGNATURE:

Authorized Officer Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

GRANT TERMS AND CONDITIONS

The following additional Grant Terms and Conditions shall apply to Grantee for such grant awards by LISC, which awards are being made under a contract from the State pursuant to funding made available under the Consolidated Appropriations Act, 2021 (Public Law 116-260), which included $900 billion in stimulus relief for the COVID-19 pandemic in the United States. The State was subsequently allocated approximately $2.65 billion in rental assistance support for individuals who are economically impacted by COVID-19. Per the relief bill, those funds must be deployed to provide financial assistance and housing stability services to eligible households. California Senate Bill No. 91 (2021-2022 Reg. Sess) added Chapter 17 (commencing with Section 509897) to Part 2 of Division 21 of the Health and Safety Code, which established the State Program. The bill further authorized HCD to administer the Program in accordance with applicable state and federal law. The contract between HCD/State and LISC to perform certain services in furtherance of the Program is referred to as the "HCD Contract". These Grant Terms and Conditions shall be incorporated into, and made a part of, the Grant Agreement between LISC and each Grantee, as if fully set forth therein. References in these Grant Terms and Conditions to the "Grant Agreement" shall mean the grant agreement between LISC and Grantee, and references to the "Grant" shall mean the grant funds awarded to Grantee by LISC under such Grant Agreement.

A. General Conditions and Requirements

1. Funds Not Disbursed By the Expiration Date: All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than sixty (60) days after the Grant end date. The Grant term may be extended, at LISC's sole discretion, upon a duly executed amendment to the Grant Agreement, provided that a written request is submitted by Grantee to the LISC Program Officer at least sixty (60) days prior to the expiration of the Grant term. Any Grant funds not expended by Grantee by the end of the Grant term, as such term may have been extended, shall be automatically reprogrammed by LISC and shall no longer be available to Grantee.

2. Funds Not Disbursed in a Timely Way: Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to Grantee. Such deobligation shall be effective as to any Grant funds not expended by Grantee prior to the date of receipt of such notice.

3. No Disbursement if Non-Compliance. LISC will not make any disbursement of the Grant unless on the proposed date of disbursement Grantee is in full compliance with all of these Grant Terms and Conditions as well as all other terms and conditions set forth in the Grant Agreement. In addition, LISC will not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

4. No Disbursement if Default Exists, or Material Adverse Change Has Occurred: LISC will not make any disbursement of the Grant if, at the time of the proposed disbursement, Grantee, or any subsidiary of Grantee, or any partnership affiliated with Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by LISC for any other project or purpose. In addition, LISC will not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of Grantee or the Project, including, but not limited to, any adverse change in Grantee's key personnel working on the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

5. Reimbursement for Costs in Accordance with 2 C.F.R Part 200: LISC will reimburse Grantee for costs incurred in the performance of the Grant Agreement that are determined by LISC to be allowable, allocable, and reasonable with the cost principles set forth in Part 200 of Title 2 of the Code of Federal Regulations ("C.F.R."), which supersedes the cost principles set forth in the Office of Management and Budget ("OMB") Circular A-122. Grantee will not be reimbursed for more than the amount of funds obligated under the Grant Agreement. In the event Grantee exceeds such amount, the cost shall be borne entirely by Grantee. All costs must be reasonable. A cost is reasonable if, in nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. Salary and fringe benefits shall not exceed the average as prevailing in the area for comparable work. LISC reserves the right to seek recovery of any expenditure found unallowable under the cost principles found in 2 C.F.R. Part 200 or the provisions of this Grant award, based upon the final audit or any other special audits undertaken. Where exceptions are found, LISC has the right to order a special audit, even if Grantee's auditor or a cognizant agency has already conducted one. This provision survives any termination of the Grant Agreement.

In addition, LISC will not make any disbursement of the Grant unless, at the time of such disbursement, Grantee is in compliance with all of the terms and conditions applicable to the Grant, including these Grant Terms and Conditions, and the disbursement of the Grant (i) will not violate any provision of law, regulation or administrative ruling to which LISC is subject (ii) will not subject LISC to any tax, penalty, or fine, and (iii) will further the charitable purposes of LISC.

6. Interest and Program Income: Grantee hereby agrees to use any interest accruing, or program income earned, on Grant funds, if any, until they have been expended by Grantee in furtherance of the purposes, and the types of activities, specified in the Grant Agreement. The requirements and standards for program income are contained in 2 C.F.R. Part 200, Section 200.307. Notwithstanding the foregoing, the use of any program income shall be subject to approval by LISC, which may be withheld in its sole discretion; any approved utilization of program income by Grantee shall be memorialized in a written amendment to the Grant Agreement, executed by both Grantee and LISC prior to any such utilization. Grantee shall identify the use of program income in reports submitted to LISC under the Grant Agreement, including without limitation in any required semi-annual and annual reports.

7. Suspension and Termination: If for any reason Grantee shall fail to fulfill in a timely and proper manner its obligations under the Grant Agreement, or if Grantee shall violate any of the terms and conditions contained in the Grant Agreement, or if any representation or warranty made by Grantee in the Grant Agreement or any statement or representation made in any certificate, report or opinion delivered pursuant to the Grant Agreement proves to have been false, misleading or incorrect in any material respect when made or deemed made, LISC may declare Grantee to be in breach or default of the Grant Agreement, whereupon LISC may exercise, in addition to all remedies available to it at law or in equity, the following remedies:

(a) Temporarily withhold disbursements or cash payments pending correction of the deficiency by Grantee or more severe enforcement action by LISC in its sole discretion (subject to the cure periods set forth below).

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Grant and the Grant Agreement, as applicable (subject to the cure periods set forth below).

(d) Recommend to UST the initiation of suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and applicable UST regulations.

(e) Withhold further awards for the Project or other projects administered by Grantee.

LISC will provide Grantee with written notice specifying the exact nature of such failure or violation. Thereafter, Grantee has thirty (30) calendar days to remedy the failure or violation. In the event Grantee does not remedy the failure or violation within the thirty (30) day calendar period, LISC then has the right to terminate the Grant Agreement or suspend any disbursements in whole or in part by giving written notice to Grantee of such termination or suspension of any disbursements and specify the date thereof, at least five (5) business days before the effective date of termination or suspension.

Notwithstanding the above, at any time during the Grant Agreement, LISC may at its option and for any reason, terminate the Grant Agreement upon ten (10) business days' written notice to Grantee,

Upon termination for either cause or convenience, Grantee may be entitled to reimbursement for any expenses incurred in connection with the use of funds described in the Grant Agreement up to the time of such termination, provided such expenses are allowable under the requirements of the Grant Agreement and Grantee provides LISC with the appropriate documentation as described therein.

In the event the applicable HCD Contract is suspended or terminated, the Grant Agreement shall be suspended or terminated effective on the date any notification from HCD and/or State specifies as the suspension or termination date.

Upon termination of the Grant Agreement, Grantee shall remain responsible for compliance with the requirements in 2 C.F.R. Part 200, Sections 200.343 and 200.344 pertaining to closeout.

8. Independent Contractor: In performing the services and/or utilizing the Grant funds described in the Grant Agreement, Grantee shall be deemed to be an independent contractor and not an employee of LISC. Any and all employees of Grantee or other persons (including any subgrantees, subcontractors or subconsultants engaged by Grantee), while engaged in the performance of any work or services required by LISC under the Grant Agreement, shall not be considered employees of LISC. Grantee will be solely responsible for payment of all compensation owed to its own personnel and any subcontractors or subconsultants engaged by Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by Grantee.

9. Additional Restrictions on the Use of the Grant: Under the provisions of Section 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, or intervene in or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes.

For that reason, and in reliance on Grantee's representations to LISC regarding the proposed use of the Grant, by Grantee countersigning the Grant Agreement and returning it to LISC, Grantee agrees not to use the Grant for purposes prohibited by the preceding paragraph, to use the Grant in furtherance of Grantee's charitable purposes (as those purposes are set forth in Grantee's Articles of Incorporation and Application for Tax-Exempt Status), and Grantee further agrees to promptly reimburse LISC for any Grant funds not used in accordance with the terms of the Grant Agreement. In addition, Grantee will refund to LISC any Grant funds not expended by Grantee at or before the end of the Grant period unless a formal extension has been approved in writing by LISC.

In its use of the Grant funds provided by LISC, and in its development, marketing (and operation) of the program or project for which the Grant funds were provided, as described in the Grant Agreement, Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

10. Report and Accounting Records: Grantee shall maintain a copy of the Government Financial Report, substantially in the form provided by LISC, in its files, along with copies of all payroll records (for staff costs paid for with Grant funds), consultant contracts and invoices (for consulting costs paid out of Grant funds), purchase receipts (for equipment and other material purchased with Grant funds) and such other receipts and records evidencing the expenditure of Grant funds. If Grantee is three or more months delinquent in its reporting, LISC reserves the right to undertake any actions deemed appropriate, which may include termination of this Grant Agreement.

11. Oversight and Monitoring: LISC has a monitoring procedure through which Grantee's local Program Officer will perform a desk or on-site review of the Grantee's documentation which evidences the proper expenditure of the Grant funds, and the satisfaction of such reporting, regulatory, record-keeping and other requirements as may be specified by LISC in order for Grantee to fulfill all applicable requirements of the HCD Contract, statutes, OMB circulars (to the extent applicable and not superseded by 2 C.F.R. Part 200), regulations, etc. If LISC determines that such documentation, recordkeeping and other requirements are not adequate for reimbursement from HCD, LISC reserves the right to perform any actions as it deems reasonably appropriate, including but not limited to providing training or technical assistance, temporarily withholding payments, or establishing corrective action plans with deadlines.

Grantee hereby agrees to provide LISC with such other financial and narrative reports as LISC may request in order to meet its reporting requirements to State, HCD and/or UST, and obtain reimbursement from State under the HCD Contract, which may include, but is not limited to, quarterly financial reports, and weekly and/or quarterly narrative reports. Narrative (performance) reports must include all information required under Section 200.328 of 2 C.F.R. Part 200, including without limitation a description of the activities undertaken under and in furtherance of the Grant Agreement, comparison of actual accomplishment to the objectives (and anticipated outcomes) indicated in the Grant Agreement, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of any significant cost overruns.

12. Tax-Exempt Status: If the Grantee is exempt from Federal income taxation under Section 501(c)(3), or any other provision, of the Internal Revenue Code, please enclose with the countersigned copies of this letter a copy of the IRS Section 501(c)(3), or other appropriate section, determination letter. If the Grantee has applied for, but has not yet obtained, status as an organization exempt from federal income tax, please enclose with the countersigned copies of this letter a copy of the Grantee's Application on Form 1023, or any other application, for such status. If such status is denied, or revoked after it has been obtained, the Grantee shall notify LISC as soon thereafter as possible.

13. Publicity: LISC, HCD and/or State may include information regarding the Grant and Grantee in their periodic public reports. LISC, HCD and/or State may also refer to the Grant in press releases, in which case a copy of each such release will be sent to Grantee. Prior to the issuance of any major press release, announcements, or any other planned, written issuances concerning work funded by the Grant under the Grant Agreement, Grantee must provide the LISC Program Officer, for immediate forwarding to HCD, State and/or UST, as applicable, with copies of all such proposed major press releases, major formal announcements, and any other planned, written issuances containing major news or information concerning work funded by the Grant. HCD, State and/or LISC is to receive all major press releases, etc., two weeks prior to the planned release. In order to meet that time-frame, Grantee is to transmit to the LISC contact person any proposed press release three weeks prior to its proposed release date. **In addition, Grantee agrees to acknowledge receipt of the Grant from LISC in relevant and appropriate publications.**

14. Indemnification: To the fullest extent permitted by law, Grantee agrees to defend, indemnify and hold harmless LISC, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of LISC from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to Grantee's performance or breach of this Grant Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with the Grant Agreement. Grantee agrees to provide LISC with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under the Grant Agreement may be made.

Grantees also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

15. Data Universal Numbering System (DUNS) Number and System for Award Management (SAM): By countersigning the Grant Agreement, Grantee is certifying that Grantee has obtained and continues to maintain, as of the date of execution and delivery of the Grant Agreement, and shall continue to maintain thereafter a current registration in the System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as the recipient of an award of federal funds, and that Grantee has obtained and continues to maintain a current Data Universal Numbering System (DUNS) number issued by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

Grantee further certifies that neither it, nor any employee whose salary is funded from, nor any contractor whose fees are to be paid with Grant funds are excluded from doing business with the federal government and included on the federal government's "Excluded Parties List System" ("EPLS"). Grantee agrees to notify LISC if any change in this status occurs during the term of the Grant Agreement. Information on the EPLS can be obtained from www.sam.gov.

In addition, if Grantee subgrants $25,000 or more in Grant funds to another entity (not including procurement of property and services needed to carry out the project or program)(the foregoing not to be construed as consent by LISC to subgrant or subcontract under the Grant Agreement), Grantee agrees to cause the recipient of Grant funds to comply with the obligations imposed by this Section 15. Further, Grantee must report any such action within thirty (30) days of the date of the obligation to *http://www.fsrs.gov,* providing the information about the action that the system specifies, and provide a true and accurate copy of such report to LISC.

16. Certification Regarding Compliance with the United States Patriot Act: Grantee certifies that it will comply with the requirements outlined in Certification 6 of Attachment B regarding Executive Order 13224 and the United States Patriot Act.

17. Applicable Laws: Grantee agrees that in connection with its performance of the Grant Agreement, Grantee will fully comply with all applicable Federal, state, local (and any other governmental) laws, executive orders, rules and regulations, including without limitation, all rules, regulations and policies governing the HCD/UST funds (which include specifically but without limitation the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 C.F.R. Part 200, which supersede OMB Circulars, including OMB Circular A-122 (Cost Principle for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and which shall be incorporated into and made a part of the Grant Agreement by this reference). Breach of any of the covenants herein or in the Grant Agreement, may be regarded as a material breach of the Grant Agreement, and LISC may take whatever necessary actions provided by law that it deems appropriate.

18. Assignment, Delegation and Subcontracting: The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

B. Regulatory Requirements

The funding provided through the Grant Agreement is subject to the following federal regulations. Failure to follow the mandatory regulations may result in the Grant Agreement being suspended terminated or other appropriate actions being taken.

1. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (which superseded (i) the Uniform Administrative Principles set forth in OMB Circular A-110, incorporated into former 2 C.F.R. Part 215; (ii) the Cost Principles for Non-Profit Organizations set forth in OMB Circular A-122, incorporated into former 2 C.F.R. Part 230; and (iii) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

2. Audit Requirements and Records Retention

a. Grantee shall maintain all relevant financial data according to generally accepted accounting principles, including records of each expenditure. If Grantee expends $750,000 or more in federal funding during any fiscal year, Grantee will obtain an audit, which meets the standards and guidelines set forth in Subpart F of 2 C.F.R. Part 200, “Audit Requirements”. This will include a general financial audit and compliance audit specific to the Grant Agreement. The audit must be submitted to the LISC Program Officer and LISC’s National Government Contracts Division on

the earlier of (i) thirty (30) calendar days after receipt by Grantee of the audit report, or (ii) nine (9) months after the end of the audit period (i.e. nine (9) months after the end of Grantee's fiscal year).

b. Grantee shall maintain its records in a manner which enables Grantee and LISC to identify all activities undertaken by and all services being or having been provided by Grantee, any recipient of those services, any person or persons, whether subcontractor or not, assisting Grantee, and the time and resources spent in providing each such service. If LISC has probable cause to believe Grantee is not providing or has not provided services as required by or in accordance with the Grant Agreement, LISC may so inform Grantee, in writing, whereupon Grantee shall document to LISC the services provided and any of the other above information requested by LISC. LISC shall have the right to require further documentation, if necessary, to ensure compliance with the Grant Agreement.

c. All records shall be accessible to LISC, HCD, and/or State, Inspectors General, the Comptroller General of the United States, or any of their respective authorized representatives, at reasonable times and under reasonable conditions for the purpose of reviewing compliance with the Grant Agreement, including without limitation to make audits, examinations, excerpts and transcripts. If LISC desires to audit Grantee's books, it may do so and may, at its discretion, retain an independent certified public accountant (CPA) to audit Grantee's books to determine whether there is compliance with the Grant Agreement and with federal, state and local laws and regulations. Grantee shall also provide timely and reasonable access to Grantee's personnel for purposes of interview and discussion related to such records.

d. In addition to section (c) hereof, Grantee agrees that HCD, the Department of General Services of State, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

e. **Notwithstanding anything to contrary above, records for equipment acquired with Grant funds must be retained for three (3) years after final disposition, if later than the record retention periods set forth above.**

3. Grantee will carry out each activity in compliance with the Grant Agreement and all applicable federal, state and city local, ordinances, rules and regulations as they are now or may be enacted or amended in the future, including but not limited to the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and UST's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and UST's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

vi. Reporting Subaward and Executive Compensation Information 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

vii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

viii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

ix. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

x. New Restrictions on Lobbying, 31 C.F.R. Part 21.

4. Non-discrimination Clause

In connection with the utilization of the funds provided under the Grant Agreement, Grantee agrees as follows:

a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Gratee and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

b. As applicable, Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of this nondiscrimination clause.

c. Breach of any of the covenants herein, may be regarded as a material breach of the Grant Agreement, and LISC may take whatever necessary actions provided by law that it deems appropriate.

5. **Conducting Business in Accordance with Ethical Standards/Code of Conduct/Conflict of Interest.** Subrecipients subject to 2 C.F.R. Part 200, which cover most nonprofit organizations, educational institutions, and state, local, and Indian tribal governments or government agencies or instrumentalities that receive federal awards), including specifically Grantee, are required to develop and maintain a written code of conduct. Please refer to 2 C.F.R. Part 200, Sections 200.112 or 200.318, as applicable. Accordingly, Grantee must develop and maintain a written code of conduct in accordance with the requirements of 2 C.F.R. Part 200. Consistent with the regulations governing specific programs, Grantee's code of conduct must prohibit real and apparent conflicts of interest that may arise among officers, employees, or agents; prohibit the solicitation and acceptance of gifts or gratuities by Grantee's officers, employees, or agents for their personal benefit in excess of minimal value; outline administrative and disciplinary actions available to remedy violations of such standards; and cover organizational conflicts of interest. "Organizational conflicts of interest" means that because of relationships with a parent, affiliate, or subsidiary organization, Grantee is unable, or appears to be impartial in administering any award or receiving funds. In the procurement of labor, supplies, equipment, construction and services by Grantee or any consultant or contractor hereunder, the conflict of interest provisions in 2 C.F.R. Part 200, Section 200.318 shall be adhered to, as applicable.

   At any time, and from time to time, upon request by LISC, Grantee shall submit an up-to-date copy of its code of conduct, signed by its Executive Director, or Chair, or equivalent official, of the governing body of Grantee, and shall provide such information as may be requested by LISC from time to time (including methods by which Grantee uses to ensure that all officers, employees, and agents are aware of and have agreed to adhere to Grantee's code of conduct).

6. **Outstanding Delinquent Federal Debts.** Grantee acknowledges and agrees that, consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantee will be ineligible to receive, and Grant funds will neither be awarded nor disbursed, if Grantee has an outstanding delinquent federal debt, unless (i) a negotiated repayment schedule is established and the repayment schedule is not delinquent, or (ii) other arrangements satisfactory to LISC and/or UST are made prior to the award or disbursement of funds by LISC. Grantee must report any changes in status of current agreements covering federal debt. LISC may withhold funding, terminate the Grant Agreement, or seek other remedies if a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed.

   a. Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the UST Office of Inspector General to have been misused; or (3) that are not repaid by Grantee as may be required by UST pursuant to Section 501(d) shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in UST's initial written demand for payment, unless otherwise satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent dents in accordance with 31 U.S.C. § 2717 and 31 C.F.R. § 901.9. UST will refer any debt that is more than 180 days delinquent to UST's Bureau of the Fiscal Service for debt collection services.

c. Penalties on any debt shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by UST.

d. Funds for payment of a debt must not come from other federally sponsored programs.

7. Mandatory Disclosure Requirement for Fraud, Bribery, or Gratuity Violations. Grantee acknowledges and agrees that Grantee must disclose to LISC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant or the Grant Agreement within five (5) days after learning of such violation.

8. Financial Standards. Grantee shall have standards of financial accountability that conform to Sections 200.302 and 200.303 of 2 C.F.R. Part 200. LISC may not award or disburse funds to Grantee if it does not have a financial management system that meets federal standards, and may arrange for a pre-award survey of Grantee's financial management system if Grantee has not previously received federal financial assistance, if LISC has reason to question whether Grantee's financial management system meets federal financial management standards, or if Grantee is considered a high risk based upon past performance or financial management findings.

9. False Statements. Grantee acknowledges and agrees that false statements may be grounds for denial or termination of the Grant Agreement, as determined by LISC in its sole and absolute discretion.

10. Closeout Procedures. LISC will close out the Grant when it determines that all applicable administrative actions and all required work under the Grant Agreement has been completed by Grantee. The following provisions specify the actions that Grantee must take to facilitate and complete this process at the end of the Grant term:

a. Grantee must submit, as part of the closeout procedures of the Grant, all financial, performance, and other reports as required under the Grant Agreement, including specifically, but without limitation, a final financial status report of the amount and types of costs charged to the Grant (that meet the allowability and allocability requirements of 2 C.F.R. Part 200, as applicable, including the "necessary and

reasonable" standard), a certification of the costs, and the amounts and sources of other program funds; and a final performance report providing a comparison of actual accomplishments with each of the program goals or project outcomes outlined in the Grant Agreement, the reasons for slippage if established goals were not met, and additional pertinent information including explanation of significant budget slippages. LISC may, but shall not be required to, approve extensions when requested by Grantee.

b. Unless LISC has authorized an extension, Grantee must liquidate all obligations incurred under the Grant Agreement not later than sixty (60) calendar days after the end of the Grant term.

c. LISC agrees to make a prompt final payment, if applicable and to the extent the Grant amount has not been fully disbursed, to Grantee for allowable reimbursable costs upon closeout.

d. Grantee must promptly refund any balances of unobligated cash that LISC paid in advance or paid and that are not authorized to be retained by Grantee for use in other projects. See OMB Circular A-129 and Section 200.345 of 2 C.F.R. Part 345 ("Collection of Amounts Due"), for requirements regarding unreturned amounts that become delinquent debts.

e. Grantee must account for any real and personal property acquired with Grant funds or received from the Federal Government in accordance with Section 200.310 ("Insurance Coverage") through Section 300.316 ("Property Trust Relationship"), and Section 200.329 ("Reporting on Real Property") of 2 C.F.R. Part 200. Specifically, but without limiting the foregoing, Grantee shall submit to LISC a completed property statement and a completed inventions, patents, and copyright statement, in form and substance acceptable to LISC.

Notwithstanding the foregoing, the closeout of the Grant shall not affect any of the following:

i. The right of LISC to disallow costs and recover funds on the basis of a later audit or other review. LISC will make any cost disallowance determination and notify and notify Grantee within the record retention periods set forth, above;

ii. The obligation of Grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

iii. Audit requirements in Subpart F-Audit Requirements of 2 C.F.R. Part 200;

iv. Property management and disposition requirements in Subpart D-Post Federal Award Requirements of 2 C.F.R. Part 200; Section 200.310 ("Insurance

Coverage") through Section 200.316 ("Property Trust Relationship") of 2 C.F.R. Part 200 (if not sooner addressed and delivered); and

v. Record retention as required above and in Subpart D-Post Federal Award Requirements of 2 C.F.R. Part 200, Section 200.333 ("Retention Requirements For Records") through Section 200.33 ("Restrictions on Public Access to Records") of 2 C.F.R. Part 200.

After closeout of the Grant, the relationship between LISC and Grantee may be modified or ended in whole or in part with the consent of LISC and Grantee, provided the responsibilities of Grantee described in subsections (i) through (v) of this Section 34, including those for property management as applicable, are considered provisions made for continuing responsibilities of Grantee.

11. Notices to LISC. Grantee must inform LISC as soon as the following types of conditions become known:

a. Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the Grant Agreement, which disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

b. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

12. Participation in any HCD, State or UST-Sponsored Program Evaluation. If requested by LISC, Grantee shall participate with LISC, State, UST and/or HCD staff, contractors, or designated grantees performing research or evaluation studies funded by HCD, UST or State.

13. No Fee or Profit. No fee or profit may be paid to Grantee.

14. Confidentiality.

(a) **Definition.** "Confidential Information" means all technical, business, financial, and other information disclosed to Grantee by, on behalf of, or for LISC or its officers, directors, employees, officers, agents, or representatives in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media), or collected or otherwise obtained by Grantee in the performance of activities contemplated under the Grant Agreement, and all copies thereof, including, without limitation, all information regarding LISC's business and management methods, products, ideas, know-how, trade secrets, software or program codes (including source codes), processes, software and other applications, techniques, designs, training and instruction

manuals and related materials, financial reports and statements, business, product and strategic plans, market information and analysis, financial and operational controls and procedures, client or beneficiary identity and information, including without limitation individual or family names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, credit scores, credit reports, employment information, education information, welfare status, biometric records, criminal history, medical history, and benefits information (as more particularly defined in Office of Management and Budget M-07-16, "Personally Identifiable Information"), client or beneficiary lists and all other information developed and/or used by LISC in its business operations (as conducted and as proposed to be conducted), whether or not such information is specifically identified as confidential. "Confidential Information" shall not include information that (a) is or becomes generally available to the public other than as a result of a disclosure or other action, directly or indirectly, by, for, or on behalf of Grantee in violation of the Grant Agreement, (b) becomes available to Grantee on a non-confidential basis from a third party other than LISC, provided that such third party is not bound by a confidentiality agreement with respect to such information and that such information was not obtained by such third parties from LISC, or (c) was in Grantee's legal possession prior to it being made available to Grantee under or in furtherance of the Grant Agreement. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this confidentiality clause.

(b) **General Obligations.** Except as expressly permitted herein, Grantee agrees that it shall not, without the prior written consent of LISC, disclose or make use of the Confidential Information for any purpose other than as contemplated or permitted in the Grant Agreement, and shall prevent the disclosure or unpermitted use of any Confidential Information by its officers, directors, employees, agents, representatives, or third parties authorized to receive such Confidential Information pursuant to the Grant Agreement. In consideration of the foregoing, Grantee further agrees that, as a condition of LISC disclosing any Confidential Information, Grantee shall:

(i) Access or use Confidential Information only on a "need to know" basis and within the requirements of the Grant Agreement;

(ii) Limit the dissemination or distribution of such Confidential Information to those of its officers, directors, employees, representatives, agents, consultants, or contractors who have a need to know the Confidential Information to further the purposes of the Grant Agreement and who are subject to confidentiality obligations no less stringent than those contained in this confidentiality clause or otherwise in the Grant Agreement, and require such officers, directors,

employees, representatives, agents, consultants, and contractors who have access to any Confidential Information to agree to limit their use of such Confidential information to the permitted purposes;

(iii) Implement and utilize security measures, including appropriate policies and protocols and physical and virtual security controls, to protect against the improper use, loss, access of, modification, and disclosure or dissemination of any Confidential Information obtained or received by Grantee in its performance of the Grant Agreement;

(iv) Receive and hold Confidential Information received by it under, pursuant to, or otherwise while performing its obligations under this confidentiality clause and the Grant Agreement in strict confidence, and take all necessary measures, exercising the same degree of diligence and care that it exercises to protect its own information of a similar nature, but in no event less than a reasonable degree of care, to prevent disclosure to others, treating the Confidential Information as if it were Grantee's trade secrets;

(v) Instruct and ensure that its officers, directors, employees, representatives, agents, consultants, or contractors hold Confidential Information in confidence until such time such Confidential Information becomes available to the public generally through no fault of Grantee or its officers, directors, employees, representatives, agents, consultants, or contractors;

(vi) Not use Confidential Information or embody any Confidential Information in any of its products or exploit any Confidential Information in any way;

(vii) Not reproduce or copy by any means any Confidential Information without LISC's express consent; and

(viii) Return or destroy, or cause the return or destruction of, such Confidential Information, as may be requested or instructed by LISC.

(c) **Compliance and Oversight**. Grantee shall comply with all legal and regulatory requirements applicable to Confidential Information. Without limiting the foregoing:

(i) Grantee will implement reasonable measures to (1) ensure the security and confidentiality of Confidential Information, (2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information, and (3) protect against unauthorized access to or use of Confidential Information. Grantee acknowledges that LISC shall have a right to verify Grantee's compliance with its obligations under this section. Notwithstanding the foregoing,

if LISC in good faith believes that a threat to security exists that could affect Confidential Information and notifies Grantee of the basis for its concern and in this connection, requests access to Grantee's premises, Grantee will review such request with its legal counsel and if necessary provide LISC access to Grantee's premises during normal business hours. Grantee shall not unreasonably deny such a request from LISC.

(ii) With respect to Personally Identifiable Information, Grantee will exercise at least the degree of care required by applicable state and federal privacy and data security laws, and the corresponding rules and regulations. Such care will in no event be less than the degree of care required of organizations by the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and associated implementation guidance and rules to protect "nonpublic personal information."

(iii) Upon LISC's request, Grantee will allow LISC or an authorized delegate to review and audit Grantee's operations in order to verify that they are consistent with the terms of the Grant Agreement. At no charge to LISC, Grantee will make its personnel and facilities reasonably available and otherwise cooperate fully in connection with such reviews and audits provided, however, that: (a) any such audit shall be at LISC's sole expense; (b) no such audit may occur more than once in any twelve (12) month period; and (c) Grantee shall have the right to approve the auditor used for any such audit, with such approval not to be unreasonably withheld. In the event any review or audit reveals that Grantee has breached the Grant Agreement, Grantee will promptly reimburse LISC for its costs of the review or audit. Grantee will promptly correct any deficiencies and implement any process improvements recommended as a result of such review or audit and provide LISC with sufficient evidence that all such deficiencies were corrected and recommendations were implemented, provided that the making of (or failure to make) any such recommendations and Grantee's compliance with any such recommendations, will not excuse Grantee's failure to comply with any requirement of the Grant Agreement or constitute a waiver or modification of any such requirement.

(iv) In the event Grantee knows or reasonably believes that there has been unauthorized access to or acquisition of data that compromises the security, confidentiality or integrity of Confidential Information ("Security Breach"), Grantee will: (a) immediately, but not less than one (1) hour after its discovery of such compromise or suspected breach, notify LISC; (b) promptly investigate, correct, mitigate or otherwise deal with the Security Breach at Grantee's expense, including, without limitation, by identifying Confidential Information affected by the Security Breach and preventing the continuation and recurrence of the Security Breach; (c) provide to LISC and its designees all information and assistance needed

to enable LISC to provide timely notices disclosing a Security Breach as required by applicable law, including, without limitation, technical forensics assistance to determine the extent of the Security Breach and identify the names and contact information of affected individuals; and (d) without limiting any other rights or remedies that may be available to LISC, reimburse LISC for the expenses LISC incurs as a result of the Security Breach, including, without limitation, any expenses LISC incurs in investigating the Security Breach and notifying affected individuals. If both LISC and Grantee are required to notify affected individuals following a Security Breach, LISC and Grantee will discuss whether it would be appropriate and feasible to provide a single form of notice. In addition, LISC will have the right to approve (such approval not be unreasonable withheld) notices provided by Grantee to the extent such notices identify LISC or could lead to a belief that LISC was involved in the Security Breach.

(d) **Remedies.** Grantee expressly acknowledges and agrees that the unauthorized disclosure or dissemination of Confidential Information will cause severe and irreparable damage to LISC, and that such damage will be difficult to ascertain with definitiveness and certainty, and that LISC will not have an adequate remedy at law for actual breach. Therefore, LISC shall be entitled, together with any other appropriate legal and equitable remedies available to a non-breaching party, to (i) seek specific performance of the terms and conditions of this part, (ii) obtain injunctive relief in a court of competent jurisdiction, without having to post a bond, prohibiting the continued disclosure of Confidential Information, and (iii) to recover any damages and legal expenses, including reasonable attorney's fees and expenses actually incurred, which LISC may be legally entitled to recover or obligated to pay. Grantee acknowledges and agrees that each provision contained in this part shall be construed as an agreement independent of any other provision of this agreement or any other contract between the parties, and that the existence of any claim or cause of action by Grantee against LISC, whether predicated upon this agreement or any other contract between the parties, shall not constitute a defense to the enforcement by LISC of the terms and conditions contained in this agreement. For purposes of this part, Grantee agrees that actions of its officers, directors, employees, agents, representatives, consultants, and contractors with respect to the Confidential Information shall be imputed to Grantee, regardless of whether such individual acted within his or scope of employment or engagement.

(e) Notwithstanding the foregoing, Grantee and LISC acknowledge that Grantee is or may be subject to the California Public Records Act and/or any such other municipal law, rule or regulation that may provide for the release of certain information of Grantee, including Confidential Information. Nothing in this section shall prohibit Grantee from providing such information upon such proper request made in accordance with such laws, provided Grantee shall provide LISC with such reasonable notice in advance of the release of any Confidential Information (unless prohibited by law from doing so).

ATTACHMENT B

1. Certification Regarding Internal Control (Pursuant to Subpart D of 2 C.F.R. Part 200)

Grantee hereby certifies that Grantee has a system of internal control that is effective for the environment in which it operates. The system of internal control includes the following:

1. A plan of organization that segregates duties appropriate for safeguarding resources.

2. A system of authorization and recording procedures adequate to provide accounting control over assets, liabilities, revenues and expenses.

3. Established practices to be followed by each organizational component in performing its duties and functions.

4. Personnel qualified to perform their responsibilities.

5. An effective system of internal review.

6. Board and staff accountability whereby the management and governance roles and responsibilities regarding financial management is clearly understood.

Grantee hereby also certifies that it has conducted all required audits, if any, pursuant to the principles of Subpart F of 2 C.F.R. Part 200, "Audit Requirements".

Grantee hereby further certifies that it is in compliance with all laws and regulations that could have a material effect on its financial statements.

2. Certification Regarding Debarment, Suspension and Other Responsibility Matters Primarily Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 C.F.R. Part 2867, Section 2867.20(a), Participants' responsibilities, and 2 C.F.R. Part 2424, et. seq., Nonprocurement Debarment and Suspension, which prohibits the award of federal funds to debarred or suspended applicants, or those proposed to be debarred or suspended from doing business with the Federal Government.

1. Grantee certifies to the best of its knowledge and belief, that Grantee and all of its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three (3) year period preceding the closing date for this LISC grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) or private agreement or transaction; violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously directly affects your present responsibility.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification.

(d) Have not within a three (3) year period preceding the LISC grant had one or more public transactions (Federal, state or local) terminated for cause or default.

2. Where Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this certification form.

3. Grantee shall require that the language of this certification be included in all subcontract awards pursuant to the Grant Agreement and agrees to require any such subcontractors to sign a Debarment Certification form.

3. Certification Regarding Lobbying

Grantee acknowledges that it is subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352 (the "Byrd Amendment") and 24 C.F.R. Part 87, which prohibit recipients of federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. Grantee hereby certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of

Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

4. Certification Regarding Drug-Free Workplace Requirements

1. As part of the Grant Agreement, Grantee is providing the certification set forth below.
2. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to Grantee. If it is later determined that Grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et. seq., the "Drug-Free Workplace Act"), in addition to any other remedies available to LISC and/or the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Grantee certifies that it will provide a drug-free workplace by:
   (a) Publishing a statement notifying employees that the manufacture, distribution, dispensation, possession or use of a controlled substance is unlawful and is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   (b) Establishing a drug-free awareness program to inform employees about:
      (1) the dangers of drug abuse in the workplace;
      (2) Grantee's policy of maintaining a drug-free workplace;
      (3) available drug counseling, rehabilitation, and employee assistance programs; and
      (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
   (c) Making it a requirement that each employee engaged in the performance of any services rendered in connection with Grantee's use of the Grant funds as stated in the Grant Agreement, be given a copy of the drug-free workplace statement required by paragraph 3(a), above, and inform each employee that any of the actions

listed in paragraph (f), below, will be taken against any convicted employee within thirty (30) calendar days of receiving notice of any drug abuse conviction.

(d) Notifying the employee in the statement required by paragraph 3(a), above, that as a condition of employment in connection with Grantee's use of the Grant funds, the employee is required, and agrees, to:

(1) abide by the terms of the statement; and

(2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) days after such conviction.

(e) Notifying LISC within seven (7) days after receiving notice under sub-paragraph 3(d)(2) from an employee or otherwise receiving actual notice of such conviction. Such notice shall include the LISC Program Action Number and the convicted employee's position and title.

(f) Taking one of the following actions within thirty (30) days of receiving notice under sub-paragraph 3(d)(2) for any employee who is so convicted:

(1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or,

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs 3(a) through 3(f), above.

(h) Identifying to LISC all known workplaces, if applicable, which shall include the actual address of buildings or other sites where work under the Grant will take place; and informing LISC of any workplace changes during the Grant term.

Grantee further certifies that it will maintain its drug-free workplace policies and conform to the requirements of the Drug-Free Workplace Act.

5. Certification Regarding Data Universal Numbering System (DUNS) Number and Registration In The System For Award Management (SAM)

The LISC Grant is subject to the requirements of the Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, which require that certain recipients and subrecipients of federal financial assistance have DUNS numbers, maintain current registration in the System for Award Management ("SAM").

Grantee certifies to the Local Initiatives Support Corporation ("LISC") that:

1. Grantee has obtained, and shall continue to maintain a current registration in the SAM, the federal repository into which an entity must provide certain information required for the conduct of business as the recipient of an award of federal funds, at all times during which it has an active Federal award or an application or plan under consideration by an agency awarding Federal funds, including LISC.

2. Grantee has obtained and continues to maintain the current DUNS number issued by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

3. Grantee agrees, if Grantee anticipates making a subcontract or subgrant of $25,000 or more in LISC Grant funds to another entity (not including procurement of property and services needed to carry out the project or program), that prior to the making of such subcontract or subgrant, Grantee shall advise LISC of the terms thereof, and that under the terms of any such agreement, Grantee shall cause the recipient of LISC Grant funds to comply with the DUNS number requirement and the registration obligations in the SAM imposed by this Grant Agreement. Further, Grantee agrees to report any such action, if and as required, within thirty (30) days of the date of the obligation to *http://www.fsrs.gov*, providing the information about the action that the system specifies, and provide a true and accurate copy of such report to LISC.

4. Grantee shall provide LISC with evidence of its compliance with Sections 1, 2 and 3, above, prior to any disbursement of LISC Grant funds under the Grant Agreement and upon request by LISC.

5. Grantee shall also provide LISC with the total compensation and names of its top five (5) executives if (i) more than 80% of Grantee's annual gross revenues are from the Federal government, and those revenues are greater than $25 million annually; and (ii) such required compensation information is not readily available to the public through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.

6. This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made and entered into.

Please note that your organization must maintain an active registration during the term of this LISC Grant Agreement. **An expired registration may affect Grantee's ability to receive other federal awards or payments (including disbursements of the LISC Grant).**

6. Certification Regarding the United States Patriot Act

As a requirement of the Grant Agreement, Grantee is providing the certification set forth below.

1. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to Grantee. If it is later

determined that Grantee knowingly rendered a false certification, or otherwise violates the requirements set forth in this certification, LISC, the Federal Government and/or state or local governmental agency may take any action and exercise all remedies available to LISC, the Federal Government and/or state or local governmental agency.

2. Grantee is not now, nor has it ever been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by any agency of the United States or any other governmental authority. Grantee shall submit such information as LISC may reasonably request to enable LISC to confirm that Grantee is not named on any such list
Grantee further certifies that it will comply with the requirements outlined in this certification and/or any other applicable Federal, state or local rules or regulations.

7. Property Statement

Grantee acknowledges that in accordance with 2 C.F.R. Part 200, Section 200.313, title to equipment acquired with Grant funds will vest upon acquisition in Grantee; provided, however that title shall be conditional subject to the following conditions:

(a) Grantee shall use the equipment for authorized purposes under the Grant Agreement during the term of Grant Agreement (or period of performance), or until the equipment is no longer needed for the purposes of the Project (i.e. the project with which the Grant is being funded, in whole or in part).

(b) Grantee shall not encumber the equipment without the approval of LISC.

(c) Grantee shall use and dispose of the equipment in accordance with paragraphs (i) and (ii), below.

(i) (1) Equipment must be used by Grantee for the Project for which it was acquired as long as needed, whether or not the Project continues to be supported by the Grant, and Grantee must not encumber the property without prior approval of LISC.

(2) During the time that equipment is used on the project or program for which it was acquired, Grantee must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by UST and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 of 2 C.F.R. Part 200, Grantee must not use equipment acquired with the Grant to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government (i.e. UST) retains an interest in the equipment.

(4) When acquiring replacement equipment, Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(ii) When original or replacement equipment acquired under the Grant Agreement is no longer needed for the Project or for other activities currently or previously supported by the Grant, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, Grantee must request disposition instructions from UST and/or State (by way of LISC). Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to LISC and/or State, HCD or UST, as applicable.

(2) Except as provided in §200.312 of 2 C.F.R. Part 200, paragraph (b), or if State, HCD or UST, as applicable, fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by Grantee or sold. LISC is entitled to an amount calculated by multiplying the current market value or proceeds from sale by UST, as applicable, percentage of participation in the cost of the original purchase. If the equipment is sold, UST, as applicable, may permit Grantee to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) Grantee may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where Grantee fails to take appropriate disposition actions, UST, HCD or State, as applicable, may (through itself or through LISC) direct Grantee to take disposition actions.

Accordingly, if acquiring real property, non-expendable personal property or expendable personal property, please provide the following information upon submission of the disbursement request, as indicated in the Property Statement, attached hereto and made a part hereof.

Certification 8 Attachment B

GOVERNMENT GRANT FINANCIAL REPORT

Monthly/Quarterly/Other Report		**Grantee Name:**			
Address:		**Grant PA#:**		**Prepared By:**	
New Address? Yes-No		**Grant Term:**		**Title:**	
Instructions: Send the completed and signed report to your LISC Program Officer. Enter the budget as it appears on the grant letter		**Period Reporting On:**		**Phone Number:**	

BUDGET DESCRIPTION	TOTAL APPROVED BUDGET	PRIOR PERIOD'S CUMULATIVE EXPENSES	CURRENT PERIOD'S EXPENSES	CUMULATIVE TOTAL EXPENSES	BUDGET BALANCE
GRAND TOTAL	**$ -**	**$ -**	**$ -**	**$0.00**	**$0.00**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Department of Treasury
State of California
Emergency Rental Assistance Program

REV: 11-09-2021 RL

KEEP FOR YOUR RECORDS

Financial Records Financial Status Reports Final Financial Status Report Requests for Advance or Reimbursements Copies of All Audits (federal and private) Copies of Audit Responses All Checkbooks Copies of all tax reports filed with the IRS, state and local governments **Deposits and Receipts** All Monthly Bank Statements and Reconciliation's Written Procedures for Spending Funds All Contracts: Subcontracts With Other Groups Consultant Contracts Insurance Policies Service/Maintenance Contracts Sole Source Contract(s) Justifications Construction Contracts (not normally applicable to technical assistance awards) Bid Documents Performance Bonds Special Contractual Provisions, etc. Indirect Cost Documentation Chart of Accounts Ledgers Cash Disbursement Journals Payroll Register for Each Employee Supporting Documentation for All Expenditures: Purchase Orders Vouchers Receipts Petty Cash Vouchers Deposit Receipt for Petty Cash Reconciliation Travel Reimbursement (with receipts where applicable) Time and Attendance Records Price Quotations Equipment Inventory Listing	**Non-Profit Parent or Sponsoring Organization Records (When Applicable)** Articles of Incorporation Corporate Charter with a Not-For Profit Status Constitution and By-laws Federal Charitable Organization Designation (501(c)(3)) FICA Waiver of Exemption List(s) of Board Members Monthly/Quarterly/Annual Reports (whichever is applicable) Minutes of Board Meetings All Pertinent Correspondence Related to Work Under Award Copy of Written Personnel Policies **Project Records** Approved Program Narrative Approved Budget Narratives Grant Award Notice Special Conditions Program Modification Requests Award Adjustment Notices Copies of Required Reports (Narrative and Financial) Copy of Final Program Report (Narrative and Financial) All Pertinent Correspondence Related To This Award (incoming and outgoing) Revised Work Plans Lists(s) of Task Force/Advisory/Community Organization Meetings Related to the Performance of Work under this Award Evaluations Conducted As Required By the Award Personnel Folders: Resumes Letter of Employment (new Hires) Documentation of Pay Raise

KEEP FOR YOUR RECORDS (Continued)

Reimbursement for Costs in Accordance with the Cost Principles set forth in 2 C.F.R. Part 200.

The following list is for information purposes, and contains allowable and unallowable costs as identified in Section 200.400, et. seq., of 2 C.F.R. Part 200**.** For a detailed list consult **Section 200.400, et seq., of 2 C.F.R. Part 200, Subpart E, Cost Principles**.

Allowable and Unallowable Costs Under 2 C.F.R. Part 200, Subpart E

Item of Cost	Unallowable	Generally Allowable	Under
Alcoholic Beverages	x		2 C.F.R. 200.423
Bad Debt	x		2 C.F.R. 200.426
Bonding Costs		x	2 C.F.R. 200.427
Consultant Fees		x	2 C.F.R. 200.430
Contribution and Donations	x		2 C.F.R. 200.434
Entertainment Costs	x		2 C.F.R. 200.438
Equipment		x	2 C.F.R. 200.439
Fringe Benefits		x	2 C.F.R. 200.431
Fundraising	x		2 C.F.R. 200.442
Goods or Services for personal use	x		2 C.F.R. 200.445
Insurance		x	2 C.F.R. 200.447
Investment Counsel/Management	x		2 C.F.R. 200.442
Lobbying Activities	x		2 C.F.R. 200.450
Losses on other awards	x		2 C.F.R. 200.451
Maintenance and Repair Costs		x	2 C.F.R. 200.452
Office Supplies		x	2 C.F.R. 200.453
Printing & Publication Costs		x	2 C.F.R. 200.461
Professional Dues		x	2 C.F.R. 200.454
Recruiting Costs		x	2 C.F.R. 200.463
Rent Costs		x	2 C.F.R. 200.465
Salaries		x	2 C.F.R. 200.430
Taxes		x	2 C.F.R. 200.470
Training Costs		x	2 C.F.R. 200.472
Transportation		x	2 C.F.R. 200.473
Travel		x	2 C.F.R. 200.474

ATTACHMENT C

PROPERTY STATEMENT

PA#:

Grantee:

When acquiring real property, non-expendable personal property or expendable personal property, please provide the following information upon submission of the last disbursement request, as indicated in the grant letter and made a part hereof.

Please answer the following related to the proceeds of the LISC grant:

a) Was non-expendable personal property (e.g. furniture, IT equipment) acquired? If Yes, list the property below — Yes _____ No _____

b) Was expendable personal property with an aggregate value of over $5,000 (e.g. office supplies, machine parts) acquired? If Yes, list the property below — Yes _____ No _____

c) Was real property(e.g. land or building) acquired? If Yes, list the property below — Yes _____ No _____

d) Will the property as listed continue to be used for the purposes authorized in the Grant Agreement? — Yes _____ No _____

If the answer to question (d)is YES, please specify the projects: _____

If the answer to question (d) is NO, what is the proposed disposition of the property? Check one or both

☐ Approval is requested to retain the property in whole or in part ☐ Disposition instructions requested

If acquiring expendable personal property with an aggregate value of over $5,000, please contact your Program Officer to request disposition forms and receive further instructions.

Date Purchased	Item	Serial Number	Unit Cost	# of Units	%Dept Treasury-CA Rental funds	Location Address	Condition	Service Contracts Y/N	Inventory Reconciled Y/N

Based on the records and as required by the property management standards set forth in the grant letter, this information reflects the status of the real and personal property paid for in whole, or in part, by funds from this award.

Title: _____ Date: _____

Signature of Authorized Official:_____

Department of Treasury
State of California
Emergency Rental Assistance Program

REV: 11-09-2021 RL

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Memorandum of Understanding between the City of Redwood City and County of San Mateo for the establishment of an Edible Food Recovery Program

RECOMMENDATION

By motion, approve the Memorandum of Understanding between the City of Redwood City and County of San Mateo for the establishment of an Edible Food Recovery Program consistent with California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, and authorize the City Manager to execute said Memorandum of Understanding and make any minor, clarifying and conforming changes as approved by the City Attorney.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

In September 2016, Governor Brown signed into law SB 1383, establishing reduction targets in a statewide effort to reduce methane emissions of short-lived climate pollutants in various sectors of California's economy, including methane emissions created by disposal of organic materials.

SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years. It requires the state to reduce the amount of organic waste (food waste, green waste, paper products, etc.) sent to landfills by 75% by 2025. In volumetric terms, the state must reduce organic waste disposal by more than 20 million tons annually by 2025. The law also establishes a target that not less than 20 percent of edible food that is currently disposed of be recovered for human consumption by 2025.

ANALYSIS

In 2018, the San Mateo County Office of Sustainability (OOS) began to research what would be required for all jurisdictions in San Mateo County to comply with the edible food recovery requirements of SB 1383 and subsequently proposed that the County run one edible food recovery program on behalf of all of the jurisdictions. The County is required by the State to ensure that all of the jurisdictions comply with the analysis, infrastructure developments, and capacity planning to recover the estimated 36,000,000 lbs. of edible food being wasted in San Mateo County each year. Every 5,000 pounds of recovered edible food could provide more than 4,000 meals. Recovering 5,000 pounds of edible food also reduces greenhouse gas production at a level that is equivalent to removing one gas-powered car from the road for one year.

The OOS determined that one countywide program, instead of twenty independent ones, would provide greater economies of scale and increase the likelihood that the maximum amount of edible food would be recovered. The County of San Mateo Edible Food Recovery program is a hybrid of two successful models – an expansion of the grocery rescue work that has been conducted by Second Harvest for forty years and ongoing commercial rubbish/recycling composting collection services. The proposed program would involve regular pickup of edible food from applicable businesses by edible food recovery organizations who would immediately redistribute said food at food distribution sites.

While inspection of edible food generators for compliance with SB 1383 requirements begins January 1, 2022, no enforcement action will be taken against any regulated entity until January 1, 2024. In the two years between, the OOS and City staff will be working to educate generators about their edible food recovery responsibilities, training their staff, and preparing them on how best to reach compliance. General education and outreach of SB 1383 food recovery requirements will begin in mid-December 2021 to all Tier 1 (wholesale food vendors, food service providers, food distributors, and grocery stores) and Tier 2 (hotels, restaurants, health facilities, and large venues) businesses in San Mateo County. There are plans for a series of letters, quarterly publications, flyers, webinars and a website to help inform businesses of their responsibilities. The OOS will also be offering in person visits and will work closely with individual generators as needed to ensure compliance.

As outlined in the Memorandum of Understanding (Attachment A), the Edible Food Recovery program would operate within the City's boundaries, eliminate the need for the City to create and administer a program on its own, and could become effective January 1, 2022 to meet the requirements of SB 1383.

FISCAL IMPACT

Edible food recovery organizations may charge edible food generators a fee to provide services required to comply with SB 1383 edible food recovery provisions. There is no fiscal impact to the City.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) because under CEQA Guidelines, section 15378(b)(5), organizational or administrative activities of governments are not projects.

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 can elect not to enter into the MOU and instead fulfill all of the SB 1383-related responsibilities related to edible food recovery without the assistance of the County of San Mateo.

ATTACHMENTS

Attachment A – Memorandum of Understanding with County of San Mateo

REPORT PREPARED BY:

Adrian Lee, Public Works Services Superintendent
alee@redwoodcity.org
(650) 780-7468

APPROVED BY:

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDWOOD CITY AND COUNTY OF SAN MATEO FOR THE ESTABLISHMENT OF AN EDIBLE FOOD RECOVERY PROGRAM CONSISTENT WITH CALIFORNIA CODE OF REGULATIONS, TITLE 14, DIVISION 7, CHAPTER 12 SHORT-LIVED CLIMATE POLLUTANTS

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this 1st day of December 2021, by and between the County of San Mateo, hereinafter called "the County" and the "City of Redwood City", hereinafter called "the City";

W I T N E S S E T H:

WHEREAS, the County's Board of Supervisors has enacted a Mandatory Organic Waste Disposal Reduction Ordinance as required by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants; and

WHEREAS, to promote consistency within jurisdictions throughout San Mateo County and leverage economies of scale, the County has offered to lead the creation of a County-wide Edible Food Recovery Program on behalf of the unincorporated areas of the county and all the jurisdictions in the county; and

WHEREAS, the City adopted this Memorandum of Understanding on November 22, 2021 and authorizes the County to operate an Edible Food Recovery Program on behalf of and within the City.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Tasks to be Completed by the City

A. The County will create and coordinate the Edible Food Recovery program on behalf of the City, if the City performs each of the following actions:

   a) adopts and makes part of its municipal code an enforceable ordinance establishing an Edible Food Recovery program as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, including the specific provisions provided to the City by the County of San Mateo for edible food recovery definitions, requirements for Tier One and Tier Two Edible Food Generators, and requirements for Food Recovery Organizations and Food Recovery Services; and
   b) enters into this Memorandum of Understanding; and
   c) provides the County with a list and schedule of "large events" as defined by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants occurring in the City; and

d) after consultation with the County, is responsible for coordinating the required edible food recovery regulations for those "large events" occurring in the City; and
e) authorizes, by ordinance, the County to enforce California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants in Section (a) above, and to incorporate such authorization to include, without limitation, the authority to inspect, investigate, hold hearings, issue citations, and/or assess administrative fines on behalf of the City as its Designee for Edible Food Recovery; and
f) shall develop a method to accept written complaints, including anonymous complaints, regarding an entity that may be potentially non-compliant with the Edible Food Recovery requirements as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, and direct all such complaints to the County; and
g) acknowledges, by ordinance, that, notwithstanding this Memorandum of Understanding, the City is, as stated in California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, ultimately responsible for compliance with the said Code.

Note: Some County of San Mateo Jurisdictions are Member Agencies of the South Bayside Waste Management Authority (SBWMA), a joint powers agency located within San Mateo County that provides solid waste and recyclables processing services for its Members; nothing in this MOU precludes the SBWMA from assisting its Member Agencies with the Tasks described in this MOU.

2. Services to be Performed by the County

A. The County shall create and coordinate an Edible Food Recovery Program compliant with California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants on behalf of the City so long as this Memorandum of Understanding is in effect in its entirety.

B. The County shall provide such services and activities for the City as described in Exhibit A, attached hereto and incorporated by reference herein.

C. The County shall offer only to provide services relating directly to the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants Edible Food Recovery regulations with the exception of a yearly analysis to be conducted by the County to estimate the amount of Green House Gas (GHG) emissions reduction to be attributed to edible food recovery activities in the City for use in their climate action plans.

D. The County shall provide the City with the information and data necessary for the City to make their required reports to CalRecycle.

E. The County will not be obligated to provide services if modifications are made to the ordinance by the City, which omits existing provisions and/or reduces the impact of the ordinance in any way.

3. Consideration

The benefit of this MOU to the City is that it alleviates the need for staff, cost analysis, capacity assessment, expenditures for infrastructure, labor, administration, and record keeping for the edible food recovery activities in their jurisdiction.

The benefit of this MOU to both the County and the City is that this approach will create one uniform, standardized, and coordinated effort throughout the incorporated and unincorporated areas of San Mateo County.

4. Relationship of Parties

It is expressly understood that this is an agreement between two independent entities, the County and the City, and that no individual agency, employee, partnership, joint venture, or other relationship is established by this MOU. The intent by both the County and the City is to create an independent collaborative relationship.

5. Hold Harmless

A. Except as provided in subsection b. below, the City shall indemnify and save harmless the County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Memorandum of Understanding, brought for, or on account of, any of the following:

a) Injuries to or death of any person, including the City or its employees/officers/agents;

b) Damage to any property of any kind whatsoever and to whomsoever belonging; or

c) Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the County and/or its officers, agents, employees, or servants. However, the City's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

B. With respect to coordinating, implementing, and/or enforcing the required edible food recovery regulations for those "Large Events" (as defined by the California Code of Regulations, Title 14, Division 7, Chapter 12) occurring in the City pursuant to section 1.A.d. above,

a) The County shall indemnify, defend, and hold harmless the City and its officers, agents, employees, and servants against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, to the extent that they arise out of the negligence or willful misconduct of County staff arising out of

coordinating, implementing, and/or enforcing the required edible food recovery regulations for those Large Events occurring in the City.

b) The City shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and servants against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, to the extent they arise out of the negligence or willful misconduct of City staff arising out of coordinating, implementing, and/or enforcing the required edible food recovery regulations for those Large Events occurring in the City.

C. A party seeking indemnity and defense under this section shall provide the indemnifying and defending party with prompt notice of any claim and give control of its defense and settlement to the indemnifying and defending party. The party seeking indemnity and defense shall also cooperate in all reasonable respects with the indemnifying and defending party, its insurance company, and its legal counsel in its defense of such claim. The obligation to defend and indemnify pursuant to this section shall not cover any claim in which there is a failure to give the indemnifying and defending party prompt notice, but only to the extent that such lack of notice prejudices the defense of the claim. The indemnifying and defending party may not settle any potential suit hereunder without the other party's prior written approval, which will not to be unreasonably withheld, conditioned, or delayed. If a party who owes indemnity and defense under this section fails to promptly indemnify and defend a covered claim, the other party shall have the right to defend itself, and in such case, the party owning indemnity and defense shall promptly reimburse the other party for all of its associated costs and expenses.

D. The obligations imposed by this section shall survive termination or expiration of the Memorandum of Understanding.

6. Amendment of MOU and Merger Clause

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

7. Records

The County shall maintain and preserve all records relating to this MOU in its possession and those of any third-party performing work related to this MOU for a period of five (5) years from the termination of this MOU.

8. Assignability

The County shall have the right to assign this MOU or any portion thereof to a third party or subcontract with a third party to perform any act required under this MOU without the prior written consent of the City.

9. Notices

Any written notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited with the United States Postal Service, postage prepaid, or when transmitted by email communication, addressed:

In the case of the County, to:

Carolyn Bloede, Director
County of San Mateo Office of Sustainability
455 County Center, 4th Floor
Redwood City, CA 94065
Email: cbloede@smcgov.org

In the case of the City, to:

Melissa Stevenson Diaz, City Manager
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Email: mdiaz@redwoodcity.org

10. Controlling Law and Venue

The validity of this MOU, the interpretation of its terms and conditions, and the performance of the parties hereto shall be governed by the laws of the State of California. Any action brought to enforce this action must be brought in the Superior Court of California in and for the County of San Mateo.

11. Term and Termination

Subject to compliance with the terms and conditions of the MOU, the term of this MOU shall commence on January 1, 2022 and shall automatically be renewed from year to year on the same terms and conditions. This MOU may be terminated without cause by the City or the County's Director of Office of Sustainability or the Director's designee at any time upon thirty (30) days written notice to the other party.

12. Authority

The parties warrant that the signatories to the MOU have the authority to bind their respective entities.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Carolyn Bloede
Director, Office of Sustainability

Date: _____

CITY OF REDWOOD CITY

By: _____
Melissa Stevenson Diaz
City Manager

Date: _____

EXHIBIT A - SCOPE OF ACTIVITIES

The activity listed below relating to the County of San Mateo's Edible Food Recovery Program will be conducted by the County and the City.

I. Establishment

1. The County will develop and coordinate a standardized and uniform San Mateo County-wide Edible Food Recovery Program consistent with and compliant to California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The program will operate within the City's boundaries and replace the need for the City to create such a program on their own. This program will operate in the unincorporated areas of the county as well as all jurisdictions in the county agreeing to similar MOUs.

II. Enforcement

1. The County will conduct enforcement of the ordinance within the City using a complaint-based system consistent with the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The County will respond to complaints, investigate, and resolve reported issue(s).
2. The County will follow enforcement provisions detailed in the ordinance and described in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants.
3. The County will keep detailed records of enforcement in the City for a minimum of five (5) years.
4. The County will provide the necessary records to the City for the City's required reporting about Edible Food Recovery work to CalRecycle.
5. The County will notify the City promptly about any related issues that arise that require the City's assistance or to request the City lead in resolving the issue(s) related to noncompliance.
6. The City will work with the County on any related issues requiring jurisdictional assistance or lead in resolving the issue(s) related to complaints and/or noncompliance by any Tier 1 and Tier 2 Edible Food Generator or Food Recovery Organization and Service as defined in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants and operating within the City's boundaries.

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Master Purchase Agreement for the provision and delivery of unleaded gasoline and renewable diesel fuel

RECOMMENDATION

By motion, approve and authorize the City Manager to execute a one-year Master Purchase Agreement with Bosco Oil, Inc. DBA Valley Oil Company (Valley Oil Company) for the provision of gasoline and renewable diesel fuel in an amount not to exceed $750,000, including City Manager authority to extend the agreement for three additional consecutive one-year terms for a total not to exceed contract price of $3,000,000.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations
Sustainability

BACKGROUND

The Fleet and Facilities Division of the Public Works Services Department (PWS) manages the City's fuel supply system for daily usage and maintains a fuel reserve for emergency needs. The fuel supply system consists of seven fuel filling stations throughout the City, providing service not only to City operations but also to outside agencies. Currently, vehicles from the Town of Atherton and Silicon Valley Clean Water are fueled through the City's supply system.

PWS is closely following City's Climate Action Plan to reduce greenhouse gas (GHG) emissions by introducing less carbon-intensive renewable diesel fuel into the City's operations. Renewable diesel is chemically similar to petroleum diesel, but it is made from non-petroleum renewable resources including

waste vegetable oils and waste animal and fish fats. It significantly reduces particulate matter, carbon monoxide, nitrogen oxide, and carbon dioxide GHG emissions, yet is considered a "drop-in" fuel that is a completely interchangeable substitute for petroleum diesel and requires no special tanks, equipment, or permitting. This is the first time the City has requested bids for renewable diesel and will be able to begin using renewable diesel in equipment and vehicles immediately upon execution of an agreement.

The City released a Notice Inviting Bids (NIB) on September 17, 2021 for the provision of gasoline and renewable diesel fuel to City facilities. The NIB was advertised in the *San Mateo Daily Journal* and on the City's website. The City received two bids by the closing deadline on October 8, 2021, and one vendor contacted the City but declined to bid. Full bid packages are available at the City Clerk's Office. City staff reviewed the bid documents, tabulated the results, and found that Valley Oil Company is the lowest responsive and responsible bidder.

ANALYSIS

The bid process established that bids would use base fuel prices from the "Oil Pricing Information Service" (OPIS) for the San Francisco area wholesale pricing. OPIS is the world's most recognized comprehensive database of U.S. wholesale petroleum prices. All bidders were to bid a guaranteed profit margin over the OPIS base prices for San Francisco area wholesale pricing on September 15, 2021 (specific date used for bidding purposes only). Bidders were required to calculate the sum of the total costs of the estimated annual fuel quantities multiplied by the fixed price differential mark up (or mark down) to the base fuel prices. This Extended Price Total was used for the purpose of determining the lowest bid. The notice inviting bids specified the profit margin could not change over the term of the agreement. The San Francisco OPIS pricing was used for bidding purposes, however the agreement uses San Jose OPIS pricing with the relevant profit margins applied. The bid results are below:

Table 1: Bid Tabulation

Vendor	***Bid Price for Total Estimated Annual Gallons of Fuel***
Valley Oil Company	$429,930
Merrimac Energy Group	$438,355
Western States Oil	Declined to bid

Staff recommends that the contract be awarded to Valley Oil Company because they were the lowest responsive and responsible bidder. Staff believes that Valley Oil Company has the staffing and expertise needed to supply gasoline and renewable diesel to the City and recommends awarding a one-year contract in an amount not to exceed $750,000, with the option of up to three consecutive one-year extensions, for a total not-to-exceed amount of $3,000,000. Although staff is requesting $750,000 for each one-year term of the agreement to safeguard against unforeseen market conditions, the actual expenditure will be lower than projected based on City's historical usage.

FISCAL IMPACT

Fuel costs are included in the Fleet Division's annual authorized budget. No additional appropriation is being requested at this time. The cost of the fuel is charged to each user department of the City, based on actual usage.

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 elect not to approve the agreement with Valley Oil Company and direct staff to conduct a new competitive bid process.

ATTACHMENTS

Attachment A – Master Purchase Agreement

REPORT PREPARED BY:

Vicki Sherman, Environmental Initiatives Coordinator
vsherman@redwoodcity.org
(650) 780-7472

APPROVED BY:

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

MASTER PURCHASE AGREEMENT
FOR GOODS, COMMODITIES, AND SERVICES

This Master Purchase Agreement for goods, commodities and services ("Master Purchase Agreement") is made and entered into on this _____ day of _____ 2021 (the "Effective Date") by and between Bosco Oil, Inc. DBA Valley Oil Company, a California corporation ("Vendor"), and the City of Redwood City, a California charter city and municipal corporation ("City"). City and Vendor are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

RECITALS

A. City requires the services of a Vendor for the provision and delivery of unleaded gasoline and renewable diesel fuel to City facilities.

B. Following a solicitation process, Vendor submitted the lowest responsive and responsible bid received by City.

C. City now desires to purchase goods and services from Vendor from time to time pursuant to the terms and conditions of this Master Purchase Agreement.

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Master Purchase Agreement, the Parties hereto agree as follows:

1. Purchase of Goods and Services. City agrees to purchase, and Vendor agrees to sell, goods ("Goods") and to provide any services related to the delivery of such goods ("Services"), on an as needed basis, as set forth in (i) the City's Notice Inviting Bids ("City's Bid Documents"), and (ii) Vendor's Bid in response thereto ("Vendor's Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents". The Goods will be in compliance with all of the standards and specifications set forth in the Bid Documents. In the event of any conflict, the order of precedence shall be as follows: (i) City's Bid Documents; (ii) specifications set forth in this Master Purchase Agreement; and (iii) Vendor's Bid. There will be no substitution of Goods without the prior written authorization of City. City will place an order ("Order") on an as-needed basis with the Vendor through their sales representative. In no event shall any order form provided by the Vendor supersede the terms of this Master Purchase Agreement.

2. City Employees Authorized to Submit Orders. The following City employees are authorized to submit an Order pursuant to this Master Purchase Agreement: Redwood City Public Works Services Personnel holding the positions of Public Works Director, Superintendent, and Supervisor.

3. Term. Unless terminated earlier pursuant to Section 6, the term of this Master Purchase Agreement will be for a period of one (1) year from the Effective Date. The City Manager may amend the Master Purchase Agreement to extend it for up to three (3) additional consecutive one-year terms in an amount not to exceed Seven Hundred Fifty Thousand Dollars ($750,000) per extension term. Any extension will require a written amendment executed by both parties indicating the effective date and length of the extended Master Purchase Agreement.

4. Delivery Date. The Goods must be shipped and must arrive at the destination specified in Section 18 of this Master Purchase Agreement or as otherwise specified by City by the request date specified by City ("Required Delivery Date"). Any failure by Vendor to meet the Required Delivery Date will constitute a material default of this Master Purchase Agreement and City may cancel any Goods not delivered in a timely manner without liability. Vendor must notify City immediately if Vendor reasonably believes Vendor will not be able to meet the Required Delivery Date for any reason and provide City with a schedule that Vendor reasonably believes it will be able to meet. It is within City's discretion whether it will accept the revised schedule.

5. Purchase Price. The aggregate purchase price for the Goods and Services provided under this Master Purchase Agreement will not exceed Seven Hundred Fifty Thousand Dollars ($750,000). The purchase price for the Goods and Services shall be on a cost per material basis, as delineated in Exhibit A, which is attached hereto and incorporated herein by reference. Payment will be due thirty (30) days from City's receipt of an invoice for the Goods, provided that Vendor will not invoice City until all Goods have been received and accepted in accordance with the terms of this Master Purchase Agreement. Vendor represents that the prices quoted to or paid by City will not exceed current prices charged to any other customer by Vendor on the Effective Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration. Vendor will immediately refund any amounts paid by City in excess of such current prices. The prices in Exhibit A will remain firm for one year following the Effective Date of this Master Purchase Agreement.

6. Cancellation and Termination. City may terminate or cancel this Master Purchase Agreement or Order, or any portion thereof, at any time, with or without cause, by giving Vendor written notice. Cancellation or termination will become effective immediately upon the giving of notice by personal delivery or mail. If Vendor breaches the terms of this Master Purchase Agreement or an Order, City may terminate the Master Purchase Agreement or Order immediately without notice, may reduce payment to Vendor in the amount necessary to offset City's resulting damages, may procure substitute goods or services at Vendor's expense, and/or may pursue any other available recourse against Vendor. Upon termination of this Master Purchase Agreement or any Order by City for any reason, City may require Vendor to provide all finished or unfinished goods, documents, data, diagrams, drawings, materials or other matter prepared or built by Vendor in connection with its performance of this Master Purchase Agreement. Upon termination of this Master Purchase Agreement or any Order by City for any reason, City will pay only for Goods ordered and accepted by City. Any payments made in advance will be returned to City on a prorated basis. Vendor may not terminate this Master Purchase Agreement or any Order except for cause.

7. Delivery Risk of Loss. All Orders will be F.O.B. plant if not otherwise specified. Risk of loss or damage to the Goods will remain with Vendor until the Goods have been delivered to and accepted by City. All Goods and Services will be received by City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. City will be allowed a reasonable period of time to inspect the Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. City may reject any Goods that do not conform to the terms and conditions

of the applicable Order. City may return any rejected Goods to Vendor at Vendor's risk and expense.

8. Force Majeure. City may delay delivery or acceptance of Goods occasioned by causes beyond its control. Vendor will hold such Goods at the direction of City and will deliver/perform them when the cause affecting the delay has been removed.

9. Invoices. Vendor must mail an invoice to City at the address specified in Section 18 of this Master Purchase Agreement no later than 30 days after Goods are received. Invoices must contain a description of Goods, unit price, quantities billed, extended totals, and applicable taxes as set forth in Section 11 of this Master Purchase Agreement.

10. Packing and Shipping. Deliveries must be made as specified, without charge for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. Packing lists specifying the quantity and description of the Goods must accompany each box or packing shipment. City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City will be shipped in separate boxes or containers for each destination, at no charge.

11. Taxes. Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in this Master Purchase Agreement, the purchase price will be considered to include state and city sales or use tax.

12. Warranty. Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, free from defect, and having good, marketable title. All Goods will be covered by manufacturer warranties.

13. Intellectual Property Warranty. Vendor represents and warrants that the Goods and any other materials or deliverables provided under this Master Purchase Agreement are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain.

14. Changes. City may, by written notice, change the quantity or specifications of the Goods ordered and the terms of shipment or packaging of Goods pursuant to any applicable Order. Upon receipt of any notice, Vendor will promptly make the changes in accordance with the terms of the notice. If any change causes a change in the cost of performance or in the time required for performance, the Parties must promptly negotiate an equitable adjustment and amend the Order accordingly. Vendor must deliver to City as promptly as possible, and in any event, within thirty (30) days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; within an additional thirty (30) days, Vendor must supplement the statement with detailed specifications of the adjustment amount and supporting cost figures. Vendor's failure to submit a statement or supplement within these time limits will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete, and without change in delivery schedules.

15. Business License. Vendor must obtain a City business license, unless Vendor qualifies for an exemption.

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

17. Indemnity. Except as to the sole negligence, active negligence or willful misconduct of City, Vendor will defend, indemnify, and hold harmless (collectively, "Indemnify") City, and its employees, officers, managers, agents and council members (collectively, "Indemnitees"), against and from any loss, damage, claim for damage, liability, expense or cost, including attorneys' fees (collectively, "Losses"), which arises out of, or is related to, or is in any manner connected with the Goods provided pursuant to this Master Purchase Agreement and/or the performance of work, activities, operations or duties of Vendor, or anyone employed by or working under Vendor, and from all Losses by anyone employed by or working under Vendor for services rendered to Vendor in the performance of this Master Purchase Agreement, notwithstanding that City may have benefited from their services. This indemnification provision will, without limitation, apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or of anyone employed by or working under Vendor. Losses will include, without limitation, allegations that the Goods are defective in manufacture or design and allegations that the Goods infringe any patent or other intellectual property right belonging to a third party.

Vendor will promptly defend the Indemnitees pursuant to this Section, whether or not applicable claims, allegations, lawsuits or proceedings (collectively, "Proceedings") have merit or are meritless, and whether or not such Proceedings involve claims or allegations that any of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from City, and with well qualified, adequately insured and experienced legal counsel acceptable to City.

The Parties expressly agree that any payment, attorneys' fees, costs or expense that City incurs or makes to or on behalf of an injured employee under City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section will survive the expiration or early termination of the Master Purchase Agreement.

18. Contract Administration and Notice. This Master Purchase Agreement shall be administered on behalf of the City by the Public Works Superintendent, Fleet and Facilities. Any written notice between the Parties shall be sent to:

City of Redwood City
Attention: Dan Barros, Superintendent
Public Works Services Department
1400 Broadway St.
Redwood City, CA 94063

Bosco Oil, Inc. dba Valley Oil Company
Attention: Robert Buck
785 Yuba Drive/PO Box 1655
Mountain View, CA 94042
(650) 967-2253

Except as otherwise stated, all notices to be provided or that may be provided under this Master Purchase 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.

19. Interpretation. The terms of this Master Purchase Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Master Purchase Agreement or any other rule of construction that might otherwise apply.

20. 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 Master Purchase 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.

21. Nontransferability. Vendor may not transfer or assign this Master Purchase Agreement or any Order without the prior written approval of the City Manager, which the City Manager may grant or withhold in their sole discretion.

22. Designs; Drawings; Blueprints. If the Goods are to be produced by Vendor in accordance with designs, drawings or blueprints furnished by City, Vendor will return the same to City upon completion or cancellation of this Master Purchase Agreement or the applicable Order. Vendor will not use such designs, drawings or blueprints in the production of materials for any third party without City's written consent. Such designs, drawings or blueprints involve valuable property rights of City and will be held confidential by Vendor.

23. Compliance with Applicable Law. Vendor agrees to comply with all applicable federal, state and local law in connection with the performance of this Master Purchase Agreement, including the payment of prevailing wages when required.

24. Integration; Amendment. This Master Purchase Agreement represents the entire understanding of City and Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Master Purchase Agreement. No other standard terms and conditions of either party will apply to this Master Purchase Agreement unless incorporated herein by reference. This Master Purchase Agreement may only be modified by a change order submitted by City pursuant to Section 15 or a written amendment executed by both Parties.

25. Insurance. Subject to the discretion of the City Manager, Vendor may be required to provide, prior to the performance of Services required by this Master Purchase Agreement, the following minimum levels of insurance set forth in Exhibit A.

26. Waiver. The waiver of any term, condition or provision hereof will not be construed to be a waiver of any other such term, condition or provision, nor will such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

27. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Master Purchase 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 Master Purchase 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

CONSULTANT:

Bosco Oil, Inc. DBA Valley Oil Company
Attention: Robert Buck
785 Yuba Drive/PO Box 1655
Mountain View, CA 94042

*By: Robert Buck
Robert Buck (Nov 10, 2021 12:43 PST)

Printed Name: Robert Buck

Title: Vice President/ Owner

**By: Bob Christiansen
Bob Christiansen (Nov 10, 2021 13:55 PST)

Printed Name: Bob Christiansen

Title: President

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.

REV: 11-09-2021 RL

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

1. Scope of Work , Technical Specifications, and Insurance

Vendor shall provide and deliver unleaded gasoline and renewable diesel fuel to City facilities on an as needed basis.

Gasoline delivered shall be unleaded, 87 octane, complying with the requirements of ASTM D4814-09 and any addenda issued thereto, and all applicable federal regulations. During oxygenated season, unleaded gasoline is to be oxygenated in accordance with State of California standards in effect at the time of delivery. Diesel fuel shall be Renewable (R99) CARB Ultra Low Sulfur Diesel No. 2, or if R99 is unavailable, CARB Ultra Low Sulfur Diesel No. 2, and shall comply with all CARB requirements. It shall meet or exceed the requirements of the latest edition of ASTM D975 and shall meet the sulfur content and the aromatic content in California Code of Regulation, Title 13, section 2281 and section 2282. Renewable diesel should be treated the same as conventional CARB diesel for all purposes, including storage in underground storage tanks (USTs). Vendor shall be liable for any and all damages to facilities (including tank, fuel lines, pumps, and dispensers), vehicles, and fuel in storage, which may occur as the result of contaminated fuel or fuel not in compliance with specification.

The gasoline and diesel fuel (Fuel) described above shall be delivered to the following locations as directed by City staff:

Facility	Location	Tank Capacity
Public Works Corporation Yard	1400 Broadway St.	Unleaded – 6,000 gal AST Diesel – 6,000 gal AST
Fire Station #9	755 Marshall St.	Unleaded – 1,000 gal UST Diesel – 2,000 gal UST
Fire Station #11	1091 Second Ave.	Diesel – 1,000 gal AST
Fire Station #12	3700 Jefferson Ave.	Diesel – 1,000 gal AST
Fire Station #20	680 Redwood Shores Pkwy.	Diesel – 2,000 gal AST
Police Department	1301 Maple St.	Unleaded – 10,000 gal UST
Parks Yard	SVCW, 1400 Radio Rd.	Unleaded – 1,000 gal AST

A. Delivery Time.

Fuel shall be delivered to the City from Monday through Friday, 7 AM to 4 PM. The City reserves the right to place orders for fuel delivery at any time. Deliveries shall be made to the agreed location within 24 hours after order is placed.

B. Emergencies.

At all times, Vendor shall strive to meet emergency fuel requirements of the City. During City, county, state or federal declared emergencies, City fuel requirements shall be Vendor's top priority. Fuel shipments of any quantity shall be available seven days a week.

C. Fuel Spills.

Vendor shall be responsible for any damage or violations of law caused by any fuel spill during the delivery process. Drivers are to report any spill and the Vendor shall pay City for any costs incurred in the cleanup of any spill.

D. Right to Audit Records.

City shall be entitled to audit the books and records of Vendor or any of Vendor's subcontractors under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books or records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Vendor for a period of two years from the date of final payment.

E. Future Fuel Specification Changes.

During the term of this Agreement, the City may require a change in the specification of unleaded gasoline supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, the City will notify the Vendor in writing of the requested change. The Vendor shall provide the City with the added cost per gallon of fuel to the price in this Agreement. If City and Vendor cannot reach an agreement on the added cost for the requested change, the Agreement may be terminated by either party. Until termination, the reasonable determination of the City as to the cost of the new fuel shall prevail.

F. Insurance.

1. Insurance. Vendor will obtain and maintain for the duration of the Master Purchase 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 delivery of the Goods or performance of the Services by Vendor or Vendor's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-: VII".

1.1 Coverages and Limits. Vendor, 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 Vendor's indemnification obligations under this Master Purchase Agreement.

1.1.1 Commercial General Liability Insurance. Vendor 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 Master Purchase 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.

1.1.2 Business Automobile Liability Insurance. Vendor will maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles.

1.1.3 Workers' Compensation and Employer's Liability Insurance. Vendor will maintain coverage as required by the California Labor Code and

Employer's Liability limits with limits not less than $1,000,000 per each accident for bodily injury or disease. The Worker's Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees, and volunteers. The Workers' Compensation and Employer's Liability Insurance will not be required if Vendor provides the City with a declaration, to the City's satisfaction, that Vendor has no employees.

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

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

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

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

G. Invoices.

Invoices must contain the purchase order number, description of Goods, unit of measurement and price, quantities billed, extended totals, and an itemized list of all applicable State Sales Taxes, Use Taxes, and California Spill Recovery Fees. Vendor shall submit detailed invoices to:

Redwood City Public Works
Attention: Fleet and Facilities Division
1400 Broadway
Redwood City, CA 94063

H. Payment Terms.

The **base price per gallon**, or **$OPIS price**, shall be the **rack average** price listed on the San Jose, CA OPIS Gross Standard daily (10:00 A.M. EST Contract Average) rack benchmark price reports adjusted to include CAR and LCFS costs. Vendor shall provide the gasoline and diesel fuel outlined herein for the base price per gallon, or $OPIS price, +/- the Vendor's Fixed Price Differential per Gallon based on the following pricing table for a total not-to-exceed amount of $750,000.00 per contract term:

Pricing Table

Facility	Fuel Type and Tank Capacity (gal)	$OPIS Daily Rack Average Price		Vendor's Fixed Price Differential per Gallon (+/-)
Public Works Corp Yard	Regular Unleaded Gasoline, 87 Octane	$OPIS Daily Rack Average Price	(+)	-0.048
	Renewable (R99) CARB ULSD No. 2	OPIS Daily Rack Average Price	(+)	+0.025
	CARB Ultra Low Sulfur Diesel No. 2	$OPIS Daily Rack Average Price	(+)	+0.025
Fire Station #9	Regular Unleaded Gasoline, 87 Octane	$OPIS Daily Rack Average Price	(+)	+0.022
	Renewable (R99) CARB USLD No. 2 Diesel	$OPIS Daily Rack Average Price	(+)	+0.055
	CARB Ultra Low Sulfur Diesel No. 2	$OPIS Daily Rack Average Price	(+)	+0.055
Fire Station #11	Renewable (R99) CARB ULSD No. 2 Diesel	$OPIS Daily Rack Average Price	(+)	+0.055
	CARB Ultra Low Sulfur Diesel No. 2	$OPIS Daily Rack Average Price	(+)	+0.055
Fire Station #12	Renewable (R99) CARB USLD No. 2 Diesel	$OPIS Daily Rack Average Price	(+)	+0.055
	CARB Ultra Low Sulfur Diesel No. 2	$OPIS Daily Rack Average Price	(+)	+0.055
Fire Station #20	Renewable (R99) CARB USLD No. 2 Diesel	$OPIS Daily Rack Average Price	(+)	+0.055
	CARB Ultra Low Sulfur Diesel No. 2	$OPIS Daily Rack Average Price	(+)	+0.055
Police Dept.	Regular Unleaded Gasoline, 87 Octane	$OPIS Daily Rack Average Price	(+)	-0.048
Parks Yard	Regular Unleaded Gasoline, 87 Octane	$OPIS Daily Rack Average Price	(+)	-0.022

Bosco Oil / Master Purchase Agreement

Interim Agreement Report 2021-11-12

Created:	2021-11-09
By:	Vicki Sherman (vsherman@redwoodcity.org)
Status:	Out for Approval
Transaction ID:	CBJCHBCAABAApdIQ2CbjZMxTaX3qoinevLFPSVBj1fJE

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.

"Bosco Oil / Master Purchase Agreement" History

Document created by Vicki Sherman (vsherman@redwoodcity.org)
2021-11-09 - 10:41:29 PM GMT- IP address: 76.14.0.190

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STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Rejection of general liability claims by Mr. Antonio Buckley

RECOMMENDATION

By motion, approve rejection of subject claims.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Resolutions 15081 and 15624 require City Council approval for the denial, allowance, allowance in part, settlement, or compromise of a general liability claim, if it exceeds $50,000. The amount claimed by the claimants exceeds that limit and therefore rejection must be approved by the City Council.

ANALYSIS

The claimant has submitted two claims related to his various contacts with the Police Department. Staff recommends rejection of all claims.

FISCAL IMPACT

There is no funding required for the rejection of claims.

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

If the claims are not rejected, the statute of limitations for the claimant to file a court action on the state law claims are extended from six months to two years, thereby placing the City in a more difficult position in defending the state law claims. However, the proposed action will not impact the statute of limitations for the claimant to file a federal civil rights action, which is two years from the date of the incident.

ATTACHMENTS

None.

REPORT PREPARED BY:

Sylvia Peters, Risk Manager
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(650) 780-7073

APPROVED BY:

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

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Waive second reading and adopt Mandatory Organic Waste Disposal Reduction Ordinance to fulfill requirements of SB 1383

RECOMMENDATION

Waive second reading and adopt an ordinance adding Chapter 47 (Mandatory Organic Waste Disposal Reduction Ordinance) to Municipal Code to fulfill requirements of SB 1383.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

In September 2016, Governor Brown signed into law SB 1383, establishing reduction targets in a statewide effort to reduce methane emissions of short-lived climate pollutants in various sectors of California's economy, including methane emissions created by disposal of organic materials.

SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years. It requires the state to reduce the amount of organic waste (food waste, green waste, paper products, etc.) sent to landfills by 75% by 2025. In volumetric terms, the state must reduce organic waste disposal by more than 20 million tons annually by 2025. The law also establishes a target that not less than 20 percent of edible food that is currently disposed of be recovered for human consumption by 2025.

SB 1383 provides the California Department of Resources Recycling and Recovery (CalRecycle) the regulatory authority to achieve the organic waste disposal reduction targets. In November 2020, CalRecycle received a Notice of Approval of Regulatory Action from the Office of Administrative Law, making its SB 1383 Short-Lived Climate Pollutants regulations final and set to go into effect on January 1,

2022. On January 1, 2024, the regulations may require local jurisdictions to impose penalties for noncompliance on regulated entities subject to their authority.

As required by SB 1383, jurisdictions throughout the State must adopt an ordinance or other similarly enforceable mechanism by January 1, 2022, to mandate that organic waste generators, haulers, and other entities subject to the requirements of SB 1383 regulations and subject to the jurisdiction's authority, comply with SB 1383 regulatory requirements (California Code of Regulations, Title 14, Section 18981.2(a)). The Ordinance supports establishment of enforceable SB 1383-related requirements for organic waste generators, haulers, and other entities subject to the City of Redwood City's authority.

ANALYSIS

On November 8, 2021, the Council introduced an Ordinance adding Chapter 47 (Mandatory Organic Waste Disposal Reduction Ordinance) to the Municipal Code. If adopted, this Ordinance will take effect on January 1, 2022.

FISCAL IMPACT

The full program and staff time costs are not yet entirely understood, as this is brand new to all jurisdictions and agencies. However, at this time it is estimated that the total cost for roll-out of all new regulations to solid waste rate customers is likely to result in a rate increase of approximately 7% total over several years. It is also anticipated that there will be additional staff time needed to perform enforcement activities after January 1, 2024. Once costs are known, budget amendments will be proposed for approval.

Additionally, failure to comply with the SB 1383 regulations by January 1, 2022 can result in CalRecycle imposing penalties of up to $10,000 per day.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because it involves organizational or administrative activities of government that will not result in direct or indirect physical changes 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 approve this request and direct staff to develop alternative measures to fulfill requirements of SB 1383.

ATTACHMENTS

Attachment A – Ordinance

REPORT PREPARED BY:

Adrian Lee, Public Works Services Superintendent
alee@redwoodcity.org
(650) 780-7468

APPROVED BY:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADDING CHAPTER 47 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE) OF THE MUNICIPAL CODE

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 2016), which required the California Department of Resources Recycling and Recovery ("CalRecycle") to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, CalRecycle has finalized regulations and revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations ("SB 1383 Regulations"); and

WHEREAS, the SB 1383 Regulations require cities, counties, and special districts providing solid waste collection services to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations including regulation of waste haulers and generators of organic waste and edible food, and enforcement mechanisms and penalties for violations; and

WHEREAS, the South Bayside Waste Management Agency ("SBWMA") developed a Model Mandatory Organic Waste Disposal Reduction Ordinance ("Model Ordinance") for member agencies to utilize; and

WHEREAS, the SBWMA Board of Directors considered the Model Ordinance at its regularly scheduled meeting held July 24, 2021, and adopted the Resolution 2021-24 recommending that member agencies utilize the Model Ordinance; and

WHEREAS, the City of Redwood City has tailored the Model Ordinance to comply with its compliance approach to SB 1383.

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 adoption of this Ordinance is not a project under CEQA Guidelines Section 15378(b)(5) because organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

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. Chapter 47 is added to the Municipal Code by adding the text shown in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 5. This Ordinance shall go into effect on January 1, 2022.

* * *

EXHIBIT A

CHAPTER 47: MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE

SECTION 47.010. PURPOSE AND FINDINGS

The City of Redwood City (City) finds and declares:

(a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

(b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a mandatory commercial recycling program.

(c) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a mandatory commercial organics recycling program.

(d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

(e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Chapter will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

(f) Even if the City delegates responsibility for enforcement to another public entity, the City itself will remain ultimately responsible for compliance of this Chapter as required in 14 CCR Section 18981.2(c).

SECTION 47.020. TITLE

This chapter shall be entitled “Mandatory Organic Waste Disposal Reduction Ordinance”.

SECTION 47.030. DEFINITIONS

(a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

(b) “Black Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Black Container Waste.

(c) “Black Container Waste” means Solid Waste that is collected in a Black Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste or Source Separated Recyclables in the Black Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

(d) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(e) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

(f) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

(g) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Chapter. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(h) "Compliance Review" means a review of records by the City or its designated entity to determine compliance with this Chapter.

(i) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(j) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

Compost eligible for meeting the City's Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State's composting operations regulatory requirements.

(k) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(l) "C&D" means construction and demolition debris.

(m) "Designated Source Separated Organic Waste Facility", as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

(1) The facility is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

(A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in

Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility".

(2) The facility is a "composting operation" or "composting facility" as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5. The definition of composting operation includes in-vessel digestion as regulated in 14 CCR Section 17896.

(A) If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility." For the purposes of this Chapter, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).

(n) i. "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

ii. "Designee for Edible Food Recovery" means the County of San Mateo's Office of Sustainability with which the City has a Memorandum of Understanding for the purposes of Edible Food Recovery including, but not limited to, inspection, investigation, and enforcement of the Edible Food Recovery provisions of this Chapter. Contact information for the Designee for Edible Food Recovery can be found on the County of San Mateo's Office of Sustainability website.

(o) "Edible Food" means food intended for and fit for human consumption and collected or received from a Tier One or Tier Two Commercial Edible Food Generator. For the purposes of this Chapter "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(p) "Edible Food Recovery" means actions to collect, receive, and/or re-distribute Edible Food for human consumption from Tier One and Tier Two Commercial Edible Food Generators that otherwise would be disposed.

(q) “Enforcement Action" means an action of the City or County of San Mateo’s Office of Sustainability to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(r) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances. Excluded wastes also includes construction materials, dirt, rock and concrete, electronic waste and batteries, fluorescent lights, hazardous waste, liquids and grease, medicines and sharps and treated wood.

These include material that facility collectors and operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City , or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include household batteries placed in a sealed clear plastic bag placed on top of the black can, or any other universal wastes if such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

(s) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

(t) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

(u) “Food Recovery” means actions to collect, receive and or re-distribute edible food for human consumption from Tier One and Tier Two Commercial Edible Food Generators, that otherwise would be disposed.

(v) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

(w) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Tier One or Tier Two Commercial Edible Food Generator to a Food Recovery Organization or other entities for Edible Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(x) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

(y) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

(z) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons and should be placed in the green compost container with food scraps.

(aa) "Food Waste" means Food Scraps, Food-Soiled Paper, and bio-plastics labeled "BPI Certified Compostable".

(bb) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

(cc) "Greenhouse gas (GHG)" means carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_20), sulfur hexafluoride (SF6), hydrofluorocarbons (HFC), perfluorocarbons (PFC) and other fluorinated greenhouse gases.

(dd) "Greenhouse gas emission reduction" or "greenhouse gas reduction" means a calculated decrease in greenhouse gas emissions relative to a project baseline

over a specified period of time, resulting from actions designed to achieve such a decrease.

(ee) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(ff) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

(gg) "Inspection" means a site visit where the City or its designee, reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Inspection" for the purposes of Edible Food Recovery, means actions to review contracts and other records related to the recovery of Edible Food and may occur off-site via email and other forms of electronic communication, as well as the on-site review of an entity's records and collection, handling and other procedures for the recovery of Edible Food to determine if the entity is complying with the requirements of this Chapter.

(hh) "Jurisdiction" is the entity responsible for ensuring solid waste, recycling and organics service is provided in accordance with SB 1383 guidelines.

(ii) "City Enforcement Officer" means the city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance. See also "Designee for Edible Food Recovery."

(jj) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

(kk) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

(ll) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(mm) "Mixed Waste Organic Collection Stream" or "Mixed Waste" means Organic Waste collected in a black container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5). This definition is only applicable to select Commercial and Multi-Family customers provided with a two container collection system. Three container collection system customers will use the Black Container Waste definition instead.

(nn) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. Under the SB 1383 Regulations and in this Chapter, Multi-Family Residential Dwellings with five (5) or more units are included under the definition of a Commercial Business per 14 CCR Section 18982(a)(6).

(oo) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(pp) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(qq) "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

(1) Special district(s) located within the boundaries of the City.

(2) Federal facilities, including military installations, located within the boundaries of the City.

(3) Prison(s) located within the boundaries of the City.

(4) Facilities operated by the State park system located within the boundaries of the City.

(5) Public universities (including community colleges) located within the boundaries of the City.

(6) County fairgrounds located within the boundaries of the City.

(7) State agencies located within the boundaries of the City.

(rr) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(ss) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(tt) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(uu) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(vv) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(ww) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(xx) "Prohibited Container Contaminants"

(1) For those generators provided with a three container collection system (blue, green and black): "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not

identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (iii) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes that belong in the City's Green or Blue Container and (iv) Excluded Waste placed in any container.

(2) For those (limited Commercial and Multi-Family) generators provided with two-container (blue/black) collection service for Source Separated Recyclable Materials and mixed materials: "Prohibited Container Contaminants" means the following: (i) discarded materials placed in a Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Black Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately collected in the City's Blue Container; and, (iii) Excluded Waste placed in any container.

(yy) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(zz) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(aaa) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(bbb) "Regional Agency" means the South Bayside Waste Management Authority (SBWMA) as a regional agency as defined in Public Resources Code Section 40181.

(ccc) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Black Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

(ddd) "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

(eee) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(fff) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(ggg) "SB 1383 Eligible Mulch" means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Produced at one of the following facilities:

   i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10).

   ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,

   iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3, as enforced with this Chapter.

(hhh) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(iii) "SBWMA" means the South Bayside Waste Management Authority, a regional agency, as defined in Public Resources Section 40181, serving its member agencies on recycling and waste issues.

(jjj) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section

18982(a)(66)(A). "Self-Hauler" for the purposes of Edible Food Recovery, means a Commercial Edible Food Generator who holds a contract with and hauls Edible Food to a Food Recovery Organization or other site for redistribution according to the requirements of this Chapter.

(kkk) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

(lll) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(mmm) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Black container Waste or other Solid Waste for the purposes of collection and processing.

(nnn) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container including clean paper and cardboard.

(ooo) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles. Acceptable materials include food scraps, food soiled paper, plants and bio-plastics labeled BPI Certified Compostable.

(ppp) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste and includes clean paper and cardboard, glass bottles, cans and plastic bottles, tubs and containers.

(qqq) "State" means the State of California.

(rrr) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(sss) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

(ttt) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

(uuu) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

SECTION 47.040. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Organic Waste Generators shall comply with the following requirements:

(a) Shall subscribe to the City's Organic Waste collection services for all Organic Waste generated as described below in Section 47.040(b). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(b) Shall participate in the City's three container Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Blue Container Organic Waste and Recyclable Materials in the Blue Container; and Black Container Waste in the Black Container, per City and collector guidelines. Generators shall not place materials designated for the Black Container into the Green Container or Blue Container.

SECTION 47.050. REQUIREMENTS FOR COMMERCIAL BUSINESSES

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

(a) Subscribe to City's three container collection services and comply with requirements of those services as described below in Section 47.050(b), except Commercial Businesses that meet the Self-Hauler requirements in Section 47.100 of this Chapter. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

(b) Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below. Commercial Businesses that meet the Self-Hauler requirements in Section 47.100 of this Chapter are excluded from this requirement.

(1) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Blue Container Organic Waste and Source Separated Recyclable Materials in the Blue Container; and Black Container Waste in the Black Container. Generator shall not place materials designated for the Black Container into the Green Container or Blue Container.

(2) Generators that are offered two container service (this will be limited to a specified number of Commercial and Multi-Family generators on an invitation only basis, based on waste quantities and type, and availability of new organics to energy processing system) shall place only Source Separated Blue Container Organic Waste and Source Separated Recyclable Materials in a Blue Container and all other materials (mixed waste) in a Black Container.

(c) Supply and allow access to an adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 47.050(d)(1) and 47.050(d)(2) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 47.100.

(d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers

do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 47.050(d) pursuant to 14 CCR Section 18984.9(b).

(f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 47.100.

(g) Excluding Multi-Family Residential Dwellings, annually inspect Blue Containers, Green Containers, and Black Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable

Materials separate from Black Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 47.140 of this Chapter to confirm compliance with the requirements of this Chapter.

(k) Accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 47.050(b). Should a remote monitoring program be used by the City it shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Black Containers.

(l) At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Black Containers subject to written notification to or approval by the City or its Designee.

(m) If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 47.100 of this Chapter.

(n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Edible Food Recovery requirements, pursuant to the Edible Food Recovery provisions of this Chapter in Section 47.070.

SECTION 47.060. WAIVERS FOR GENERATORS

(a) De Minimis Waivers: The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 47.060(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted below in (2) (A) or (B).

(2) Provide documentation that either:

(A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in the Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in the Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

(3) Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

(b) Physical Space Waivers: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 47.050.

A Commercial Business or property owner may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

(2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

(3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

SECTION 47.070. REQUIREMENTS FOR TIER ONE AND TIER TWO COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 47.070 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section commencing January 1, 2024.

(c) Tier One and Tier Two Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Use the CalRecycle Model Food Recovery Agreement or the contractual elements contained in the Requirements for Food Recovery Organizations and Food Recovery Services section of this Chapter to contract with, or otherwise enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:

(A) The collection of Edible Food for Edible Food Recovery from the Tier One or Tier Two Commercial Edible Food Generator's premises; or,

(B) the acceptance of Edible Food that the Tier One or Tier Two Commercial Edible Food Generator self-hauls to the Food Recovery Organization.

(3) Contract with Food Recovery Organizations and Food Recovery Services able to demonstrate a positive reduction in Greenhouse gas (GHG) emissions from their Edible Food Recovery activity. A list of Food Recovery Organizations and Food Recovery Services is available on the County of San Mateo Office of Sustainability website.

(4) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(5) Allow City's enforcement entity or their Designee for Edible Food Recovery to access the premises and inspect procedures and review records related to Edible Food Recovery and/or provide them electronically if requested by the City or the Designee for Edible Food Recovery.

(6) Keep records that include the following information:

(A) A list of each Food Recovery Organization or a Food Recovery Service that collects or receives Edible Food from the Tier One or Tier Two Commercial Edible Food Generator pursuant to a contract or written agreement as required by this Chapter.

(B) A copy of all contracts or written agreements established under the provisions of this Chapter.

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established schedule or frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(7) No later than June 30th of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators, they shall provide an annual Edible Food Recovery report to the Designee for Edible Food Recovery that includes, but is not limited to, the following information: a list of all contracts with Food Recovery Organizations and Food Recovery Services, the amount and type of Edible Food donated to Food Recovery Organizations and Food Recovery Services, the schedule of Edible Food pickup by Food Recovery Organizations and Food Recovery Services, a list of all types of Edible Food categories they generate, such as “baked goods,” that are not accepted by the Food Recovery Organizations and Food Recovery Services with whom they contract, the contact information for the manager and all staff responsible for Edible Food Recovery, and certification that all staff responsible for Edible Food Recovery have obtained a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe. With the exception of the food safety and handling training certification, Tier One and Tier Two Commercial Edible Food Generators may coordinate with their Edible Food Recovery contractors to supply this information. The Designee for Edible Food Recovery will assist in the preparation of these reports by providing guidance and a template located on the County of San Mateo Office of Sustainability website.

(8) Mandate their Edible Food Recovery staff learn and follow the donation guidelines and attend trainings conducted by Food Recovery Organizations or Food Recovery Services with which they contract regarding best practices and requirements for the timely identification, selection, preparation, and storage of Edible Food to ensure the maximum amount of Edible Food is recovered and to avoid supplying food for collection that is

moldy, has been improperly stored, or is otherwise unfit for human consumption.

(9) Tier One and Tier Two Commercial Edible Food Generators who self-haul Edible Food shall require those transporting Edible Food for recovery to obtain a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe and follow the best practices and standards for proper temperature control, methods, and procedures for the safe handling and transport of food.

(d) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

SECTION 47.080. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

(a) Food Recovery Services operating in the City and collecting or receiving Edible Food directly from Tier One and/or Tier Two Commercial Edible Food Generators via a contract or written agreement established under the requirements of this Chapter, shall maintain the following records:

(1) The name, address, and contact information for each Tier One and Tier Two Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food by type collected from each Tier One and Tier Two Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food by type transported to each Food Recovery Organization or redistribution site per month.

(4) The name, address, and contact information for each Food Recovery Organization or redistribution site that the Food Recovery Service transports Edible Food to for Edible Food Recovery.

(b) Food Recovery Organizations operating in the City and collecting or receiving Edible Food directly from Tier One and/or Tier Two Commercial Edible Food Generators via a contract or written agreement established under the requirements of this Chapter, or receiving Edible Food from Food Recovery Services or from other Food Recovery Organizations, shall maintain the following records:

(1) The name, address, and contact information for each Tier One and Tier Two Commercial Edible Food Generator, Food Recovery Service, or other Food Recovery Organization from which the organization collects or receives Edible Food.

(2) The quantity in pounds of Edible Food by type collected or received from each Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Service, or other Food Recovery Organization per month.

(3) The name, address, and contact information for other Food Recovery Organizations or redistribution sites that the Food Recovery Organization transports Edible Food to for Edible Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services operating in the City shall inform Tier One and Tier Two Commercial Edible Food Generators from which they collect or receive Edible Food about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established as required by this Chapter.

(d) Commencing no later than July 1, 2022, Food Recovery Organizations and Food Recovery Services operating in the City and collecting or receiving Edible Food from Tier One and Tier Two Commercial Edible Food Generators or any other source shall report to the Designee for Edible Food Recovery the following: a detailed Edible Food activity report of the information collected as required under this Chapter, including weight in pounds by type and source of Edible Food, the schedule/frequency of pickups/drop-offs of Edible Food from/to each Edible Food source or redistribution site, brief analysis of any necessary process improvements or additional infrastructure needed to support Edible Food Recovery efforts, such as training, staffing, refrigeration, vehicles, etc., and an up to date list of Tier One and Tier Two Commercial Edible Food Generators with whom they have contracts or agreements established as required under this Chapter. The Designee for Edible Food Recovery will assist in the preparation of these reports by providing guidance and a template located on the County of San Mateo Office of Sustainability website. This Edible Food activity report shall be submitted quarterly, or at the discretion of the Designee for Edible Food Recovery, less frequently, and shall cover the activity that occurred since the period of the last submission.

(e) Food Recovery Organizations and Food Recovery Services operating in the City shall contact the Designee for Edible Food Recovery to discuss the requirements of this Chapter before establishing new contracts or agreements with Tier One or Tier Two Commercial Edible Food Generators and in order to maintain existing contracts or agreements for the recovery of Edible Food with Tier One and Tier Two Commercial Edible Food Generators.

(f) In order to provide the required records to the State, the City, or the Designee for Edible Food Recovery, and Tier One or Tier Two Commercial Edible Food Generators, contracts between Food Recovery Organizations and Food Recovery

Services operating in the City and Tier One and Tier Two Commercial Edible Food Generators shall either:

(1) Use the Model Food Recovery Agreement developed by the State of California's Department of Resources Recycling and Recovery (CalRecycle,) and include a clause requiring the Food Recovery Organization or Food Recovery Service to report to the Tier One and Tier Two Commercial Edible Food Generators with whom they have contracts the annual amount of Edible Food recovered and to inform them of the tax benefits available to those who donate Edible Food to non-profits

(2) Or include in their contracts the following elements:

(A) List/description of allowable foods the Food Recovery Organization/Food Recovery Service will receive.

(B) List/description of foods not accepted by the Food Recovery Organization/Food Recovery Service.

(C) Conditions for refusal of food.

(D) Food safety requirements, training, and protocols.

(E) Transportation and storage requirements and training.

(F) A protocol for informing the Tier One or Tier Two Commercial Edible Food Generators of a missed or delayed pickup.

(G) Notice that donation dumping is prohibited.

(H) Provisions to collect sufficient information to meet the record-keeping requirements of this Chapter.

(I) Fees/financial contributions/acknowledgement of terms for the pickup and redistribution of Edible Food.

(J) Terms and conditions consistent with the CalRecycle Model Food Recovery Agreement.

(K) Information supplying the Tier One or Tier Two Commercial Edible Food Generators with the annual amount of Edible Food recovered and informing them of the tax benefits that may be available to those who donate Edible Food to non-profits.

(L) Contact name, address, phone number, and email for both responsible parties, including the current on-site staff responsible for Edible Food Recovery.

(M) Food Recovery Organizations accepting self-hauling of Edible Food from Tier One and Tier Two Commercial Edible Food Generators must provide a schedule, including days of the week and acceptable times for drop-offs, and information about any limitation on the amount of food accepted, and/or the packaging requirements or other conditions of transport, such as, but not limited to, maintaining proper temperature control, and other requirements for the safe handling and transport of food, the Self-Hauler must follow for the Edible Food to be accepted.

(g) Food Recovery Organizations and Food Recovery Services operating in the City shall demonstrate that all persons, including volunteers and contracted workers using their own vehicle, involved in the handling or transport of Edible Food, have obtained a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe.

(h) Food Recovery Organizations and Food Recovery Services operating in the City shall use the appropriate temperature control equipment and methods and maintain the required temperatures for the safe handling of Edible Food recovered from Tier One and Tier Two Commercial Edible Food Generators for the duration of the transportation of the Edible Food for redistribution, including Edible Food transported by private vehicles.

(i) In order to ensure recovered Edible Food is eaten and to prevent donation dumping, Food Recovery Organizations and Food Recovery Services operating in the City shall provide documentation that all redistribution sites which are not themselves Food Recovery Organizations to which they deliver Edible Food have a feeding or redistribution program in place to distribute, within a reasonable time, all the Edible Food they receive. Such documentation may include a website address which explains the program or pamphlets/brochures prepared by the redistribution site.

(j) Food Recovery Organizations and Food Recovery Services operating in the City unable to demonstrate a positive reduction in GHG emissions for their Edible Food Recovery operational model cannot contract with Tier One and Tier Two Commercial Edible Food Generators in the City for the purpose of recovering Edible Food as defined in this Chapter. Food Recovery Organizations and Food Recovery Services contracting to recover Edible Food from a Tier One and Tier Two Commercial Edible Food Generator for redistribution shall consult with the City's Designee for Edible Food Recovery to document that their overall operational model will achieve a greenhouse gas emissions reduction. Such review may analyze route review, miles traveled for pick-up and redistribution, amount of food rescued, and the likelihood of consumption after redistribution.

(k) Food Recovery Organizations and Food Recovery Services operating in the City shall visually inspect all Edible Food recovered or received from a Tier One and Tier Two Commercial Edible Food Generator. If significant spoilage is found, or if the food is otherwise found to be unfit for redistribution for human consumption, Food Recovery Organizations and Food Recovery Services shall immediately notify the Designee for Edible Food Recovery using the process found on the County of San Mateo Office of Sustainability's website. The notice shall include:

(1) The type and amount, in pounds, of spoiled food or food unfit for redistribution for human consumption, or provide a photographic record of the food, or both.

(2) The date and time such food was identified.

(3) The name, address and contact information for the Tier One or Tier Two Commercial Edible Food Generator which provided the food.

(4) The date and time the food was picked up or received.

(5) A brief explanation of why the food was rejected or refused.

(l) Contracts between Tier One or Tier Two Commercial Edible Food Generators and Food Recovery Organizations or Food Recovery Services shall not include any language prohibiting Tier One or Tier Two Commercial Edible Food Generators from contracting or holding agreements with multiple Food Recovery Organizations or Food Recovery Services listed on the County of San Mateo Office of Sustainability website.

(m) Food Recovery Organizations and Food Recovery Services operating in the City shall conduct trainings and develop educational material such as donation guidelines and handouts to provide instruction and direction to Tier One and Tier Two Commercial Edible Food Generators with whom they contract regarding best practices and requirements for the timely identification, selection, preparation, and storage of Edible Food to ensure the maximum amount of Edible Food is recovered and to avoid the collection of food that is moldy, has been improperly stored, or is otherwise unfit for human consumption.

(n) Edible Food Recovery Capacity Planning

(1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other such studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City and its Designee for Edible Food Recovery upon request, regarding existing, or proposed new or expanded, Edible Food Recovery capacity that could be accessed by the City and its Tier One and Tier Two Commercial Edible Food Generators. A Food Recovery Service or Food Recovery

Organization contacted by the City or its Designee for Edible Food Recovery shall respond to such requests for information within 60 days.

(o) Allow City's enforcement entity or their Designee for Edible Food Recovery to access the premises and inspect procedures and review records related to Edible Food Recovery and/or provide them electronically if requested by the City or the Designee for Edible Food Recovery.

SECTION 47.090. REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

(a) Requirements for Haulers

(1) Exclusive franchised hauler and permitted haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of a contract, agreement, or other authorization with the City to collect Organic Waste:

(A) Through written notice to the City annually on or before January 31, identify, for customers with three container collection, the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Wastes and Black Container Waste.

Through written notice to the City annually on or before January 31, identify, for customers with two container collection system, the facilities to which they will transport Source Separated Recyclable Materials and Black Container Waste,

(B) For customers with three container collection, transport Source Separated Blue Container Waste to a facility that recovers those materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

For customers with two container collection, transport Source Separated Blue Container Waste to a facility that recovers those materials and Black Container Waste to a High Diversion Organic Waste Processing Facility.

(C) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 47.110 of this Chapter, and Chapter 9, Article XI of this Municipal Code.

(2) Franchised hauler and permitted hauler with authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

(b) Requirements for Facility Operators and Community Composting Operations

(1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

SECTION 47.100. SELF-HAULER REQUIREMENTS

(a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 47.100(c) to the City if requested.

(e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 47.100(c) and (d).

SECTION 47.110. COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

(a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's CALGreen checklist for complete CALGreen requirements.

(b) For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:

(1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container, Green Container and Black Container materials, consistent with the three container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or shall

comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(3) Comply with all applicable CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with Chapter 9, Article XI of City's Municipal Code, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D. City's C&D ordinance (Chapter 9, Article XI of the Municipal Code) can be found at this link: https://library.municode.com/ca/redwood_city/codes/code_of_ordinances

SECTION 47.120. MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

(a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 47.120.

(b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this Chapter. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

(c) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 47.120(a) above shall:

(1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

(A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

(B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except

in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 47.120(a) shall consult the full MWELO for all requirements.

(d) If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELO September 15, 2015 requirements in a manner that requires the City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

SECTION 47.130. PROCUREMENT REQUIREMENTS FOR CITY DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

(a) City departments, and direct service providers to the City, as applicable, must comply with the City's Environmentally Preferred Purchasing Policy, as it may be amended from time to time.

(b) All vendors providing Paper Products and Printing and Writing Paper shall:

(1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

(2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(4) Certify in writing, on invoices or receipts provided, which may be electronic, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 47.130(b)(3) and 47.130(b)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

(c) All vendors providing Compost to the City shall:

Provide Compost that meets the definition in Section 47.030(j) of this Chapter.

(d) All vendors providing mulch to the City shall:

Provide SB 1383 Eligible Mulch that meets the definition in Section 47.030(ggg) of this Chapter.

SECTION 47.140. INSPECTIONS AND INVESTIGATIONS BY CITY

(a) City representatives and/or its designated entity, including the Designee for Edible Food Recovery are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Tier One and Tier Two Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws.

This Section does not allow the City to enter the interior of a private residential property for Inspection.

For the purposes of inspecting Commercial Business containers for compliance with Section 47.050(b) of this Chapter, the City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 47.050(k) of this Chapter.

Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity or Designee for Edible Food Recovery during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.

(b) Any records obtained by the City or Designee for Edible Food Recovery during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(c) City representatives, its designated entity, and/or Designee for Edible Food Recovery are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

(d) City and Designee for Edible Food shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

SECTION 47.150. ENFORCEMENT

(a) Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Officer, Designee for Edible Food Recovery, or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines set forth at Municipal Code, Chapter 1, Article II, are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and appeal of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City or Designee for Edible Food Recovery may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City or Designee for Edible Food Recovery may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City or Designee for Edible Food Recovery staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Officer, which is any City employee or agent of the City with the authority to enforce any provision of the Code and may include the city manager or their designee, legal counsel, or combination thereof, or Designee for Edible Food Recovery.

(A) City Enforcement Officer(s) and Designee for Edible Food Recovery (for Edible Food Recovery provisions) will interpret Chapter; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) City Enforcement Officer(s) and Designee for Edible Food Recovery (for Edible Food Recovery provisions) may issue Notices of Violation(s).

(d) Process for Enforcement

(1) City Enforcement Officers or Designee for Edible Food Recovery and/or their Designee will monitor compliance with the Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 47.140 establishes City's and Designee for Edible Food Recovery's right to conduct Inspections and investigations.

(2) City or Designee for Edible Food Recovery may issue an official notification to notify regulated entities of its obligations under the Chapter.

(3) For incidences of Prohibited Container Contaminants found in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within thirty (30) days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's containers on more than two (2) consecutive occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.

The City or its Designee for Edible Food Recovery will issue a Notice of Violation to any Tier One or Tier Two Commercial Edible Food Generator found to have Edible Food in any waste container or to any Food Recovery Organization or Food Recovery Service found to have Edible Food recovered from a Tier One or Tier Two Edible Food Generator in a waste collection container which has not been documented by a notice of significant spoilage as required in this Chapter. Such notice will be provided by email communication immediately upon identification of the violation or within three (3) calendar days after determining that a violation has occurred. If the City or its Designee for Edible Food Recovery observes Edible Food in a Tier One or Tier Two Commercial Edible Food Generator, or Food Recovery Organization, or Food Recovery Service waste container on more than two (2) consecutive occasion(s), the City or its Designee for Edible Food Recovery may assess an administrative citation and fine, pursuant to the Edible Food Recovery penalties provisions contained in this Chapter, on the Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, or Food Recovery Service.

(4) With the exception of violations of generator contamination of container contents addressed under Section 47.150(d)(3), City or Designee for Edible Food Recovery shall issue a Notice of Violation requiring compliance within sixty (60) days of issuance of the notice.

(5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City or Designee for Edible Food Recovery (for the Edible Food Recovery provisions) shall commence an action to impose penalties via an administrative citation and fine, pursuant to its administrative citation and fine procedures.

For the purposes of Edible Food Recovery, the Designee for Edible Food Recovery is a City agent authorized to enforce this Chapter and shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Edible Food Recovery Penalties provisions contained in this Chapter.

Notices shall be sent to “owner” at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

Notwithstanding Municipal Code Section 1.10.8, the penalty levels for violations unrelated to the Edible Food Recovery requirement are as follows:

(1) For a first violation, the amount of the base penalty shall be $100 per violation.

(2) For a second violation, the amount of the base penalty shall be $200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be $500 per violation.

Notwithstanding Municipal Code Section 1.10.8, the penalty levels for Edible Food Recovery violations are as follows:

(1) For a first violation, the amount of the base penalty shall be $100 per violation.

(2) For a second violation, the amount of the base penalty shall be $200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be $500 per violation.

(f) Compliance Deadline Extension Considerations

The City or Designee for Edible Food Recovery (the County for Commercial Edible Food Generator and Food Recovery Organization and Services requirements) may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 47.150 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals; or,

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's or Designee for Edible Food Recovery's procedures in the City's or Designee for Edible Food Recovery's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City or Designee for Edible Food Recovery

will appoint a hearing officer who shall conduct the hearing and issue a final written order. The City's procedures for appeal of administrative citations is set forth Municipal Code, Chapter 1, Article II, which is incorporated by reference herein.

(h) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the City or Designee for Edible Food Recovery (for Commercial Edible Food Generator and Food Recovery Organization and Service requirements) may conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City or Designee for Edible Food Recovery determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials and/or, for the purposes of Edible Food Recovery, training to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(i) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City or Designee for Edible Food Recovery (Designee for Edible Food determination only for Tier 1 and Tier 2 Commercial Edible Food Generator and Food Recovery Organization and Service requirements) determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 47.150, as needed.

SECTION 47.160. EFFECTIVE DATE

This Chapter shall be effective commencing on January 1, 2022.

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

CITY COUNCIL SPECIAL MEETING
Monday, November 8, 2021
5:00 PM

1. CALL TO ORDER – Mayor Howard called the meeting to order at 5:00 p.m.

2. ROLL CALL – All Council Members were present.

City staff present: City Clerk Pamela Aguilar.

3. PUBLIC COMMENT – There was no public comment.

4. ARTS COMMISSION INTERVIEWS

4.A The City Council interviewed Arts Commission applicants for appointment to 1 partial-term seat expiring May 31, 2022.

- 1 applicant:
  - Francesca Draughon

Mary Kay Mitchell withdrew her application prior to the meeting and did not participate in the interviews.

5. CLOSED SESSION – This item was cancelled and a Closed Session was not held.

5.A Closed session regarding labor negotiations pursuant to California Government Code Section 54957.6

Closed session regarding labor negotiations pursuant to California Government Code Section 54957.6:

City's Negotiators:	Kelly Tuffo, Liebert Cassidy Whitmore Michelle Katsuyoshi, Human Resources Director Melissa Stevenson Diaz, City Manager
Employee Organizations:	San Mateo County Firefighters IAFF Local 2400

Redwood City Management Employees Association
Chief Officers Association
Redwood City Police Officers Association
Redwood City Police Supervisors Association
Service Employees International Union Local 521
Executive Management
Confidential Employees

6. ADJOURNMENT - Mayor Howard adjourned the meeting at 5:10 p.m.

Respectfully submitted for approval.

Pamela Aguilar, CMC
City Clerk

DRAFT

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

JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING
Monday, November 8, 2021
6:00 PM

1. **CALL TO ORDER**– Mayor Howard called the meeting to order at 6:00 p.m.

2. **ROLL CALL ROLL CALL** – All Council Members were present.

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

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

4. **PUBLIC COMMENT ON CLOSED SESSION ITEM** – There was no public comment.

5. **CLOSED SESSION** – The City Council held a closed session at 6:04 p.m. on November 8, 2021 regarding conference with labor negotiators pursuant to California Government Code §54957.6. The meeting adjourned at 7:00 p.m.

5.A. Closed session regarding labor negotiations pursuant to California Government Code Section 54957.6

Closed session regarding labor negotiations pursuant to California Government Code Section 54957.6:

City's Negotiators:	Diane Howard, Mayor Giselle Hale, Vice Mayor Alicia Aguirre, Council Member Michelle Katsuyoshi, Human Resources Director Greg Larson, Consultant
Unrepresented Employees:	Melissa Stevenson Diaz, City Manager Veronica Ramirez, City Attorney

A closed session was held during the regular City Council meeting on November 8, 2021 at 6:00 p.m. for the purpose of reviewing the City Council's position and instructing the designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of identified unrepresented employees. The closed session concluded at 6:57 p.m. and the City Council rejoined the regular meeting at 7:05 p.m.

6. PRESENTATIONS/ACKNOWLEDGEMENTS

6.A. Proclamation recognizing United Against Hate Week - November 14-20, 2021
Avery Muniz from Welcoming Redwood City and Redwood City Library Director Derek Wolfgram accepted the proclamation and played a video commemorating United Against Hate Week.

6.B. Proclamation recognizing Family Court Month
Tina Swithin from One Mom's Battle (OMB) and the Family Court Awareness Month Committee (FCAMC) accepted the proclamation.

6.C. Youth and Teen Advisory Boards update
Youth Advisory Board Chair Nuvya Sharda and Teen Board Co-Vice Chair Ellie Peterson gave a presentation.

7. 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:

- Michael Solorio
- Jessica Hatfield
- Clara Jaeckel
- Emil
- Izzy
- Ian W.
- Marcelene Luna

8. CONSENT CALENDAR

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

DRAFT

8.A. Master License Agreement for wireless facilities in the City right-of-way
(304) MO 21-194

Recommendation:
By motion, approve the Municipal Facilities Master License Agreement to issue site license authorizations for wireless facilities in the City right-of-way, and authorize the City Manager or their designee to execute Municipal Facilities Master License Agreements with qualified wireless providers and to negotiate insurance requirements.

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

8.B. Second Amendment to and Restatement of a Joint Powers Agreement establishing the Peninsula Traffic Congestion Relief Alliance
(304) Reso 15998 (0094)

Recommendation:
Adopt a resolution of the City Council to 1) approve the execution of the Second Amendment to and Restatement of the Joint Powers Agreement Establishing the Peninsula Traffic Congestion Relief Alliance ("the Alliance"), including continuing membership in the Peninsula Traffic Congestion Relief Alliance; and 2) authorize the Mayor to execute and the City Clerk to attest to the Second Amendment to and Restatement of the Joint Powers Agreement.

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

8.C. Resolution supporting the US 101/Woodside Road (State Route 84) Interchange Project and authorizing the submittal of an application to the San Mateo County Transportation Authority for $50M in Measure A & W Highway Program funds for construction
(505) MO 21-195
Reso 15999 (0091)

Recommendation:
1. Adopt a resolution supporting the US 101/Woodside Road (SR 84) Interchange Project and authorizing submittal of an application for Measure A and W Highway Program funding for the US 101/Woodside Road (SR 84) Interchange Project; and
2. By motion, authorize the City Manager or designee to execute related grant documents, if awarded.

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

8.D. Response to San Mateo County Grand Jury Report: "San Mateo County: California's Ground Zero for Sea Level Rise" (302) MO 21-196

Recommendation:
By motion, approve letter responding to San Mateo County Civil Grand Jury Report titled "San Mateo County: California's Ground Zero for Sea Level Rise", and authorize the Mayor to execute and transmit the letter.

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

8.E. Amendment No. 1 to agreement with Zoppe Circus for live performance services (304) MO 197 Reso 16000 (0095)

Recommendation:
1. By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Zoppe Circus in an amount not-to-exceed $40,500 for a total not-to-exceed amount of $352,410; and
2. Adopt a resolution of the City Council of the City of Redwood City extending a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.

CEQA:
Categorically Exempt - Class 4. Minor alterations to land

8.F. Agreement with Rogers Electric Corp. for the supply of electrical maintenance and repair services (304) MO 21-198

Recommendation:
By motion, approve and authorize the City Manager to execute a three-year Agreement for Services with Rogers Electric Corp. for the supply of electrical maintenance and repair services not to exceed $600,000, including City Manager authority to extend the Agreement for two additional two-year terms, for a total contract amount not to exceed $1,436,360.

CEQA:
Categorically Exempt - Class 1. Existing Facilities

8.G. Resolution authorizing the City Manager to pursue a Power Purchase Agreement with Peninsula Clean Energy for participation in Peninsula Clean Energy's public facility solar and storage procurement process (304) Reso 16001 (0090)

Recommendation:
Adopt a resolution authorizing the City Manager to pursue a Power Purchase Agreement with Peninsula Clean Energy for participation in Peninsula Clean Energy's public facility solar and storage procurement process for the deployment of a Solar Photovoltaic System (Solar PV System) with optional battery storage at Fair Oaks Community Center.

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

8.H. Agreement with Technology, Engineering & Construction, Inc. doing business as TEC Accutite for underground and aboveground storage tank monitoring, inspecting, testing, and repair services (304) MO 21-199

Recommendation:
By motion, approve and authorize the City Manager to execute a five-year Agreement for Services with Technology, Engineering & Construction, Inc. doing business as TEC Accutite for underground and aboveground storage tank monitoring, inspecting, testing, and repair services in an amount not to exceed $500,000.

CEQA:
Categorically Exempt - Class 1. Existing Facilities, Class 9. Inspections

8.I. Approve Minutes of October 25, 2021 City Council meeting (301) MO 21-200

8.J. Approve claims and checks from November 8, 2021 - November 22, 2021 and the usual and necessary payments through November 22, 2021 (303) MO 21-201

9. STUDY SESSIONS

9.A. Study Session on the City's Climate Action Plan and sustainability efforts including the implementation of building electrification Reach Codes, the City's Environmentally Preferred Purchasing Policy, Green Infrastructure implementation, municipal fleet electrification, solar microgrid and backup power projects, development of an Urban Forest Plan, and hazard mitigation planning

City Manager Melissa Stevenson Diaz introduced the item, and Public Works Services Director Terence Kyaw and Public Works Superintendent Sindy Mulyono-Danre gave a presentation.

The following members of the public spoke:

- Emily Douglas

- Adrian Brandt
- Marcelene Luna
- Olya Krasnykh

Recommendation:
Receive an update on City's Climate Action Plan and sustainability efforts and provide individual City Council member input. This is a study session and no action will be taken at this meeting.

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

A study session was held. No formal Council action was taken.

10. STAFF REPORTS

10.A. Waive first reading and introduce Mandatory Organic Waste Disposal Reduction Ordinance to fulfill requirements of SB 1383 (301) MO 21-202

Public Works Services Director Terence Kyaw and Public Works Superintendent Adrian Lee gave a presentation.

The following members of the public spoke:

- Adrian Brandt

Recommendation:
Waive first reading and introduce an ordinance adding Chapter 47 (Mandatory Organic Waste Disposal Reduction Ordinance) to Municipal Code to fulfill requirements of SB 1383.

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

Motion and second, Aguirre and Smith, to waive first reading and introduce an ordinance adding Chapter 47 (Mandatory Organic Waste Disposal Reduction Ordinance) to Municipal Code to fulfill requirements of SB 1383, passes unanimously by roll call vote.

10.B. Appointment to one partial term seat on the Library Board (209) MO 21-203

City Clerk Pamela Aguilar introduced the item.

Recommendation:
By roll call vote, make an appointment to one partial term seat on the Library Board that will expire on June 30, 2022.

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

By roll call vote, Lindsie Verma (Aguirre, Espinoza-Garnica, Reddy, Smith and Hale) was appointed the Library Board for a partial term seat on the Library Board expiring on June 30, 2022.

10.C. Oral update on the City's response to Novel Coronavirus (COVID-19)

City Manager Melissa Stevenson Diaz gave a presentation.

Recommendation:
Oral informational update on the City's response to Novel Coronavirus (COVID-19).

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

No Council action was taken on this item.

11. PUBLIC HEARINGS

11.A. Redwood City Historic Landmark designation and Historic Preservation Agreement (Mills Act Contract) for the property located at 992 Edgewood Road

Council Member Aguirre stated that due to a conflict of interest, she will recuse herself from this item.

Council Member Aguirre left the meeting.

Community Development and Transportation Assistant Director Sue Exline gave a presentation.

Applicant and property owner Conrad Ray gave a presentation.

Mayor Howard opened the public hearing. There was no public comment.

Mayor Howard closed the public hearing.

Recommendation:
Adopt a resolution designating 992 Edgewood Road a Redwood City Historic Landmark and authorizing the City Manager or designee to execute a Historic Preservation Agreement.

CEQA:
Categorically Exempt - Class 31. Historical resource restoration/rehabilitation

Motion and second, Espinoza-Garnica and Gee, to adopt a resolution designating 992 Edgewood Road a Redwood City Historic Landmark and authorizing the City Manager or designee to execute a Historic Preservation Agreement, passes 6-0-1 by roll call vote, with Council Member Aguirre recused.

Council Member Aguirre rejoined the meeting.

11.B. Request for delisting and removal from the Redwood City Historic Inventory and cancellation of the Mills Act contract for a single-family home that sustained fire damage

Community Development and Transportation Assistant Director Sue Exline gave a presentation.

Property owner Jeff Park gave a presentation.

Mayor Howard opened the public hearing. There was no public comment.

Mayor Howard closed the public hearing.

Recommendation:
Adopt Resolution Approving the Removal of the Historic Landmark Designation, Delisting from the Redwood City Historic Inventory and Cancellation of the Mills Act Contract for 127 Finger Avenue.

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

Motion and second, Hale and Espinoza-Garnica, to adopt Resolution Approving the Removal of the Historic Landmark Designation, Delisting from the Redwood City Historic Inventory and Cancellation of the Mills Act Contract for 127 Finger Avenue, passes 6-0-1 with Council Member Reddy absent due to technical difficulties.

12. MATTERS OF COUNCIL INTEREST

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

A. **Commute.org (Council Member Smith) –** Council Member Smith gave a presentation on Commute.org.

12.B. City Council Committee Reports

A. **Utilities Sub-Committee** – Mayor Howard gave an update.

B. **Transportation / Mobility Sub-Committee** – Council Member Gee gave an update.

C. **Equity and Social Justice Sub-Committee** – Council Member Smith gave an update.

12.C. City Manager (Oral) Update – None

13. ADJOURNMENT – Mayor Howard adjourned the meeting at 10:23 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: November 22, 2021

SUBJECT

Study Session on site strategies for the Housing Element

RECOMMENDATION

Hold Study Session, receive public input and individual City Councilmember input on Housing Element strategies. No formal action will be taken.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

Redwood City's General Plan describes the goals, policies and programs for how the City plans to grow and change through 2030. The plan includes sections called "elements" that address Housing, Land Use, Safety, and Circulation among others. In California, General Plans serve as a blueprint for all future development. The Redwood City General Plan was adopted in October 2010 with a separate Housing Element last adopted in 2014.

The Housing Element identifies and analyzes existing and projected housing needs and establishes goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing. The Housing Element plans for new housing for all income levels. It identifies areas in Redwood City where new housing may be built and estimates of how and where housing could be built in each area. The Housing Element also provides for goals, policies, and programs that help Redwood City plan for future housing needs for all residents, including all income levels, emergency shelters and special housing needs such as elderly, persons with disabilities and large families.

Every eight years, Redwood City and other California jurisdictions are required to revise and update their individual Housing Elements consistent with State law. Redwood City will be evaluating its Housing Element at the same time as other jurisdictions throughout the Peninsula and the Bay Area for the 2023-2031 cycle. All Bay Area cities must complete and submit their Housing Elements to the State by December 2022or face the possibility of funding cuts, loss of local housing land use discretion, housing grant eligibility, and fines.

As part of the Housing Element update, changes to the General Plan Land Use Element, Zoning Ordinance and Zoning Map would facilitate an increase in allowable residential densities in particular areas and to rezone to allow residential uses in previously nonresidential areas. An Environmental Impact Report (EIR) will be completed that evaluates the impacts of these actions. As part of the update, Redwood City is also required to update its Safety Element and adopt an Environmental Justice Element (or incorporate environmental justice-related goals, policies, and objectives into other elements) to comply with State law. Redwood City has started its planning process for those elements and will have a separate study session with Planning Commission and Housing and Human Concerns Committee to discuss those additional elements in early 2022.

ANALYSIS

REGIONAL HOUSING NEEDS ALLOCATION (RHNA)

The Housing Element is designed to ensure the City recognizes its responsibility in contributing to the attainment of housing goals. All cities in California receive a target for new housing called a Regional Housing Needs Allocation or RHNA (pronounced Ree-na), which includes housing at all income levels. The Housing Element sets policies and goals for meeting this RHNA target.

For this new RHNA cycle, the Association of Bay Area Governments (ABAG) allocates jurisdiction-specific housing goals based on jobs, transportation, and the presence of high opportunity areas. “High opportunity areas” are a new concept this cycle and are defined as residential neighborhoods with high property values and access to good schools, parks, and jobs in the greater region. The RHNA targets include total numbers of new homes that should be constructed that are affordable to households in different income categories (very low income to above moderate income).

In 2014, Redwood City was given an eight-year goal of 2,789 new homes in Redwood City, with over 50 percent of the homes targeted towards moderate, low, or very low income households. The City has been very successful in meeting those housing needs with permits issued for almost 3,000 new units, the highest number of units of any jurisdiction in San Mateo County (See 2020 Annual Progress Report). Almost 600 of these units were affordable to extremely low, very low, or low income households.

For the 2023 to 2031cycle, the State’s methodology changed to account for unmet existing need, rather than only projected housing need. This allocation is intended to address past deficits as well as projected demand. The State also took into consideration overcrowded households (households with more than one person per room), cost burdened households (those paying more than 30% of their income for housing), and a target vacancy rate (minimum of 5%) for a healthy housing market in developing the RHNA targets. These factors result in a much higher RHNA target for the new Housing Element cycle.
As part of the Housing Element, the City must proactively identify individual sites that collectively can support the total amount of new housing units needed to meet the RHNA. (See existing Housing

Element map example). In addition, State law also requires that cities maintain adequate sites to accommodate its remaining unmet RHNA throughout the entire planning period, known as a "no net loss" requirement. This means that if an identified housing opportunity site develops at a lower density than anticipated, the City must ensure that the remaining sites identified in the Housing Element are sufficient to accommodate the City's total RHNA need. If there are not sufficient remaining sites, the City must identify new sites with equal or greater density so that there is no net loss of capacity. Even if the proposed project contains the number of units anticipated, if the housing is not affordable to the income category for which the site was designated in the Housing Element, the City must ensure there are adequate sites to meet the need for that income category.

State law requires the City to plan for 100% of RHNA goals. However, targeting 150% of RHNA (as shown in Figure 1) helps ensure the City can meet no net loss requirements and would help make Redwood City eligible for a "pro-housing" designation. The Pro-Housing Designation Program is a new State program that provides jurisdictions with the "pro-housing" designation preferences in the scoring of competitive State housing, community development, and infrastructure funding. Cities receive the designation if they demonstrate they have taken a certain number of specific, pro-housing actions, such as targeting 150% of RHNA in the upcoming Housing Element cycle. Planning for more housing than the RHNA minimum would allow for flexibility in future development and address the jobs housing imbalance. It would also increase opportunities for affordable housing to be constructed, benefitting low-income households. The City is only required to reach the RHNA target and is not penalized for failing to meet a goal of 150%. For these reasons, staff recommends the City set a goal of 150% of the required RHNA. Planning Commission and the Housing and Human Concerns Committee's recommendations are described in the "Recommendation" section of this report.

Figure 1 – Redwood City RHNA for 2022-2031

	2022-2030 RHNA Target	With an Additional 50 Percent
Very Low Income	1,115	1,672
Low	643	965
Moderate	789	1,183
Above Moderate	*2,041*	*3,062*
TOTAL	**4,588**	**6,882**

Policy Question – Is a 150% RHNA target, planning for a total of approximately 6,900 units, appropriate?

DECISIONS ON STRATEGIES

Redwood City must decide on a rezoning and sites strategy to achieve its RHNA target. The City has a variety of options to help determine a strategy. Staff suggests that the City use three different criteria, or principles, to determine which options should set the strategy:

1. Which strategies align with the community's values?
2. Which strategies distribute housing more evenly throughout the community?
3. Which strategies will result in the required number of total new homes and affordability levels?

PRINCIPLE 1 – COMMUNITY VALUES

In May 2021, the City hosted an introductory workshop and asked about community values, or goals, associated with new housing production. The City received over 300 responses to the survey. Over 75%

of all respondents have lived in the City for more than 10 years, and over 75% of English-language respondents owned their own home. Spanish-language respondents (17 respondents) were majority renters. While these results are somewhat typical of survey response demographics, they differ in community representation where only half of Redwood City's homes are owner-occupied (Redwood City demographics) and 17% are Spanish-speaking residents. Staff continues to try to balance feedback by making connections with stakeholder and advocacy groups that work with underrepresented populations, as further described in the Public Outreach section. The consulting team is hosting a Spanish-language focus group in late November to discuss housing and environmental justice strategies.

Community members were polled on what values were their highest priority. Each group's top three priorities follows:

Homeowner Responses (217 respondents)	**Renter Responses (66 respondents, including those with no permanent home or staying with family)**
1. Keep our city clean and beautiful - with green, tree-lined streets 2. Diversity is important – maintain and support ethnic and racial, and economic diversity 3. Support our schools by building teacher housing and housing for young families	1. Preserve our existing low-income housing units and build new affordable homes 2. Keep our city clean and beautiful - with green, tree-lined streets 3. Take care of homeless and prioritize low-income community members.

As shown, community members have different priorities depending on existing housing type and tenure. Tracking these demographic characteristics will be important in weighing community feedback and making choices about policy recommendations. See Attachment A for a summary of survey results and the Public Outreach section for more details on the City's outreach efforts including concentrated efforts to ensure more diverse representation that matches our City's demographics.

PRINCIPLE 2 – DISTRIBUTION OF HOUSING THROUGHOUT THE COMMUNITY

Local Housing Elements must affirmatively further fair housing. This means not only building housing for a range of income groups but also making sure that housing is located throughout the City, including high resource opportunity areas, which are traditionally single-family home neighborhoods (see Figure 2). According to the State, achieving this objective includes preventing segregation and poverty concentration as well as increasing access to high resource opportunity areas. High resource opportunity areas are places with high income, high educational attainment, and good health outcomes. The California Department of Housing and Community Development (HCD) has mapped Opportunity Areas, as shown in Figure 2 on the following page, and has developed guidance for jurisdictions about how to further fair housing in Housing Elements. New housing sites included in the Housing Element will need to be evenly distributed throughout the city, in contrast to the last Housing Element cycle where new housing sites were located almost exclusively along commercial corridors and in the Downtown area.

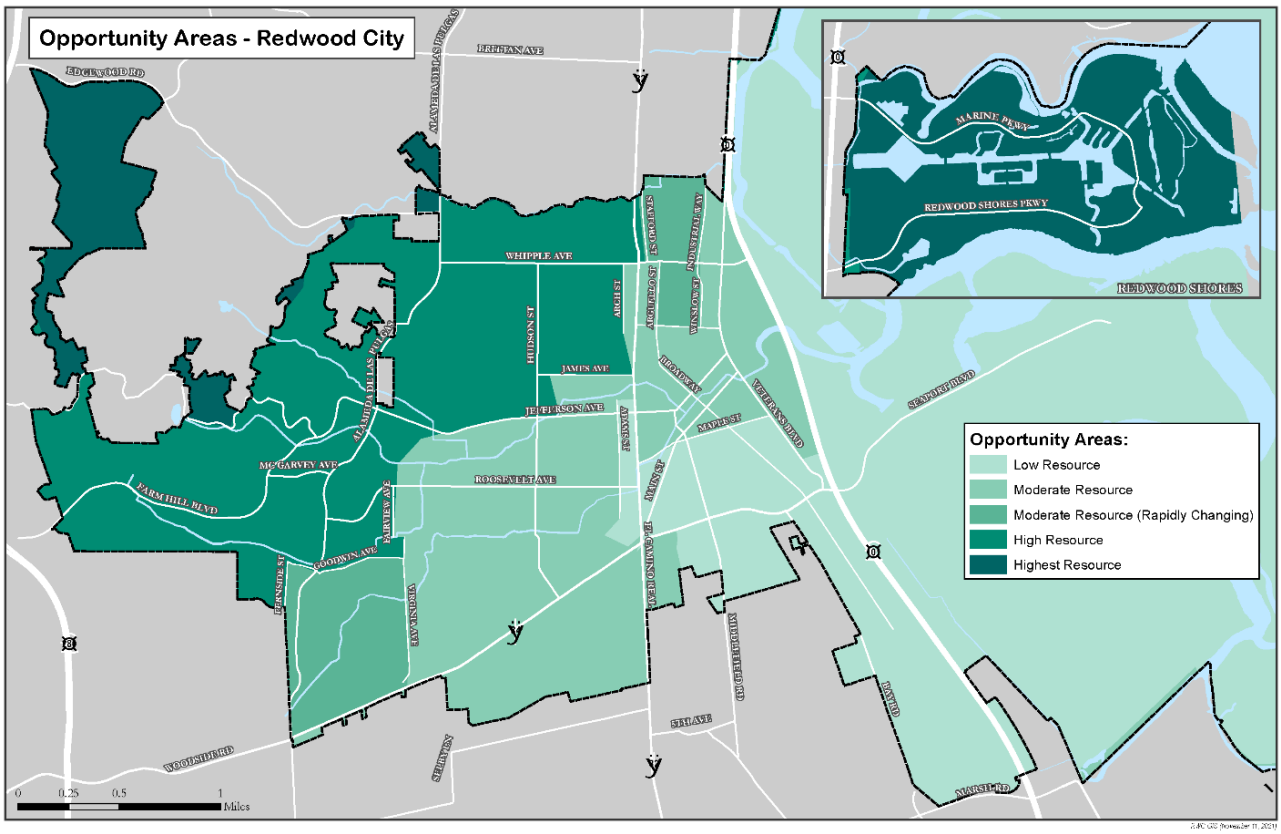
On September 16, 2021 Governor Newsom signed into law SB 9, a law requiring cities to approve by ministerial action (meaning without discretionary review or a public hearing), applications for no more than two residential units duplexes and applications for urban lot splits in single-family zoned neighborhoods (with some limited exceptions). This complex and far-reaching bill, which will take effect

on January 1, 2022, could increase the diversity of building stock in Redwood City's single-family neighborhoods and create new areas for home construction. Implementing this bill will be a significant challenge procedurally to the City as State law sets forth specific limitations on City discretion, including, for example, the requirement that zoning, subdivision, and design standards must be objective, and may not physically preclude certain construction. These standards must be consistent with other related State laws, including SB 330.

Staff is analyzing where the City has discretion under SB 9 and will provide a detailed report the Council in early 2022. It is unknown how many new homes would be generated annually with these new provisions. The Terner Center at UC Berkeley has estimated new units expected based on SB 9, and found that based on limited feasibility due to lot constraints, local market prices, and development costs, large changes in unit counts are not expected in the early stages of this law. Currently single-family neighborhoods are seeing the addition of approximately 60 ADUs a year at a variety of affordability levels, and SB 9 will add more units to these neighborhoods. City staff will stay up to date on the state's development of a formula, similar to ADUs, to estimate future development over the next eight years.

Policy Question - Are there additional rezoning strategies that should be pursued in high opportunity neighborhoods?

Figure 2 - Redwood City 2021 Opportunity Areas



Source: Berkeley Center 2021 Opportunity Map

PRINCIPLE 3 – EFFECTIVENESS OF LAND USE STRATEGIES

To meet our RHNA target, the City has three different categories of updates: current progress the City is already implementing, mandated State law strategies, and optional strategies. Optional strategies should be evaluated based on how many additional housing units they produce and how well they meet community values and housing distribution goals.

Progress towards RHNA **-** The City has an ADU ordinance and has averaged 60 new ADUs per year. These same projections for the construction of ADUs will continue for future years and result in a projected 480 units. In addition, the City may include residential development projects that are in the City's development pipeline (projects that have been either submitted or are already approved but not yet constructed) to be counted towards RHNA targets. The City's development pipeline currently includes up to 3,700 units. Counting residential development pipeline projects towards RHNA does not commit the City to approving these projects; they are included as a method of gauging development potential.

Mandated Strategies – In addition to SB 9 as a mandated strategy, State law provides that in cases where the General Plan and Zoning are inconsistent, the General Plan shall be the guide for appropriate density (GCS 65589.5(j)(4)). Staff has identified areas throughout the City where the zoning density is lower than the allowed General Plan density, creating an inconsistency. These areas will be up zoned as part of this planning process to create consistency. In addition, the Housing Crisis Act of 2019 limits a City's ability to down zone or lower the intensity of land use, including, but not limited to, reductions in height, density, or floor area ratio, or any other action that would individually or cumulatively reduce the site's residential development capacity below what was permitted on January 1, 2018 (GCS 66300(b) (1) (A)). Thus, it is not an option to reduce the allowable General Plan density to make it consistent with current Zoning standards or to reduce residential density elsewhere in the city without ensuring there is no net loss in residential capacity.

While inconsistencies exist in a variety of zoning districts, one key area of inconsistency is within the City's R-2 through R-5 zoning districts. Current zoning standards restrict density for smaller lots, resulting in an allowable density substantially below that allowed by General Plan. Provisions governing lot size, lot width, parking and potentially open space will need to be amended to make the zoning consistent with the General Plan. These amendments will allow for "Missing Middle" housing development, or smaller duplexes, triplexes and quadplexes. The Planning Commission and Housing and Human Concerns Committee supported pursuing this option at their August 20, 2019 joint study session. Staff expects that the zoning consistency cleanup could enable creation of up to 500 additional homes over eight years. The City will continue to work with the State to develop a formula so this type of zoning action will contribute to the RHNA targets.

Optional Strategies **–** The City has also developed a series of optional strategies to consider. These primarily impact existing corridors such as Woodside Road and Veterans Boulevard, along with allowing additional residential density in the Downtown area. These strategies accomplish a variety of goals, with an emphasis on locating housing near transit and increasing the diversity of housing opportunities.

In addition to the duplex, triplex, and quadplex (Missing Middle) strategy already described, the strategies presented to the public and at the Planning Commission/HHCC Joint Study Session include:

1. Apply Mixed Use Corridor zoning designation to new areas along Veterans Boulevard
2. Apply a New Mixed Use Corridor Subdistrict to the Woodside Road Area
3. Apply Mixed Use Neighborhood zoning designation to Bay Road area
4. Increase densities for focused mixed use zoning designations
5. Allow residential units in the Downtown Precise Plan area in addition to those being considered with the proposed Gatekeeper and Transit District General Plan Amendments
6. Preserve mobile home parks

A more detailed description and map of the strategies is in Attachment B. There are positives and negatives to each of these strategies and staff recognizes there are tradeoffs.

- **Protecting Local Business Areas -** The Veterans Boulevard, Bay Road and Woodside Road strategies contain commercial areas with small businesses. There are concerns over the loss of smaller commercial spaces and their associated economic opportunities for residents and revenue for City services. Staff will amend the zoning regulations to allow those uses to continue and additional regulations can be considered if desired.

- **Lack of Transit Access –** The Bay Road strategy and the Missing Middle zoning will increase densities in some areas that lack significant transit access. This could create strain on existing transportation infrastructure in the short term, while new transit routes take time to develop.

- **Corridor-Focused Approach** – Both the Veterans Boulevard and Woodside Road corridors concentrate development in areas with heavy vehicular traffic and limited bicycle and pedestrian facilities. Staff is coordinating with the current Walk Bike Thrive bicycle and pedestrian action plan to ensure new walking and biking facilities in these new potential residential areas.

Staff has further refined early estimates about potential housing production with each strategy over the eight-year Housing Element cycle (Attachment C). These estimates are preliminary and subject to change, based on further analysis and review with the State. While these are the short-term estimates, the Environmental Impact Report that analyzes the rezoning action will look at the total housing potential possible over a multi-decade time period.

Policy question - Are there any rezoning strategies staff should eliminate or additional strategies to consider?

PUBLIC OUTREACH

Staff has made extensive efforts to reach out to existing stakeholder groups to inform them of the housing planning efforts and to get input on community values and priorities. Staff has met with youth groups (Teen Board and Sequoia High School Associated Student Body), seniors (Senior Advisory Commission), Neighborhood Associations (Centennial, Woodside, and all Neighborhood Association chairs), and business groups (Chamber San Mateo County and San Mateo County Economic Development Association). With both youth and seniors, priorities included creating spaces that foster community, either through shared communal spaces and designs that encourage neighbor communication such as balconies and porches. Multigenerational housing was discussed, and the need to protect housing for low-income residents. Conversations also identified concerns about traffic and parking in existing residential

neighborhoods, and interests in making travel safer for bikes and pedestrians and creating more public transit opportunities.

In addition to City-specific stakeholder groups, the City has been participating in countywide discussions with specific stakeholders and in larger community conversations on how housing connects with equity and climate change concerns. A Countywide housing group Let's Talk Housing has also sponsored stakeholder groups that include fair housing advocates, housing service providers, and nonprofit and market-rate housing developers. These meetings provided important input for later development of policies and programs for housing disabled community members, promoting fair housing, and designing regulations for all types of housing.

RECOMMENDED PACKAGE OF STRATEGIES

Staff recommends the following:

- *Setting a 150% RHNA Target* - Staff is suggesting a 150% target; however, some commissioners and committee members expressed interest in planning for even more than 150% to mitigate the jobs housing imbalance.

- *Strategies in High Opportunity Areas* – Several of the proposed strategies address housing in High Opportunity Areas, namely, the Missing Middle Strategy, ADUs, SB9, and Woodside Road rezoning. Staff also recommends studying increasing residential densities in some single-family zoned neighborhoods as part of the Housing Element implementation program. This study would begin after certification of the Housing Element and would incorporate broad community input. As a separate study, it would allow for a longer timeframe to consider key community issues such as wildfire risk, transportation options, access to neighborhood-serving retail and adequate parking.

- *Rezoning Strategies* - Staff suggests moving forward with all the proposed strategies *except* the Bay Road rezoning. Staff originally had proposed that a site on Bay Road be considered but after further analysis, determined the Bay Road rezoning strategy does not have as much development potential as initially thought. Existing lease terms and divided property ownership may make this strategy less feasible. This remaining package of strategies meets the stated principles by addressing community values for diversity.

This package of strategies meets the stated principles by addressing community values for diversity, low income housing, and housing for families. With the Missing Middle and mandatory SB 9 provisions, housing is distributed throughout the community, and continuing to consider these strategies maximizes the amount of housing that can be built which maintains flexibility in future development.

This recommendation was developed after receiving input from the community, Planning Commission, and the Housing and Human Concerns Committee. At a workshop on September 30, 2021, staff and the consulting team presented the strategies to the community (see Attachment B for a summary). Potential land use strategies were introduced, along with their alignment with the community's values and an estimated number of potential units. Participants provided their level of support for each strategy. Participants also shared their related issues and concerns. Most strategies received strong levels of support, with more concerns about Missing Middle and impacts on existing neighborhoods. An electronic survey was made available in both English and Spanish after the meeting. The survey closed in the second

week of November, and a one-page summary is included in Attachment B. Many respondents were supportive of additional affordable housing, multi-family housing, and increasing density in certain areas. Respondents' concerns included overcrowding, increasing traffic, insufficient parking, excessive office space, and encroaching into single-family residential neighborhoods.

On October 19, 2021, the Housing and Human Concerns Committee (HHCC) and Planning Commission held a joint study session on these site strategies for the Housing Element. Overall, the HHCC and Planning Commission were supportive of all the land use strategies (including all optional strategies) that staff is proposing. In addition, the HHCC and Planning Commission were asked the same three policy questions that staff is asking the City Council. There was support for the equitable distribution of housing and there was interest from several committee members and commissioners in additional rezoning strategies in High Opportunity Areas. There was discussion of additional housing along transportation corridors, such as Alameda de las Pulgas, or near local services such as grocery stores and retail centers.

A few committee members and commissioners expressed interest in developing a citywide affordable housing overlay, which incentivizes the development of housing by allowing more housing if the housing provided is affordable. Other suggestions included developing strategies to increase housing accessibility and wanting to incentivize more affordable housing and Missing Middle housing. There were also some concerns about how to improve pedestrian safety in transportation corridors and how to address parking spillover and traffic, as more housing is produced.

Next Steps - In addition to these broader strategies, staff is also compiling a list of individual sites that would be appropriate for future housing. Further analysis will need to be done to estimate the total number of future units, including the anticipated levels of affordability, but this package of strategies is expected to meet the required RHNA and actually exceed it by a minimum of 50%. Based on the feedback received from the HHCC and Planning Commission as well as the community workshops, and stakeholder meetings, there is sufficient community support for further environmental analysis and study of all of the optional strategies. Including all the strategies would maximize the City's flexibility in how it can meet housing goals. Based on the results of the environmental analysis, the City may decline to implement one or more of the optional strategies.

FISCAL IMPACT

The contract with the consultant, MIG, was approved on January 25, 2021 in the amount of $734,434. The cost of preparing these elements is paid for by the General Fund, State SB2 and LEAP grants, and General Plan Update fees that are collected as part of building permit costs. Certification of the Housing Element is also an important component of housing grant eligibility and impacts future funding opportunities.

ENVIRONMENTAL REVIEW

This study session is not a project for purposes of the California Environmental Quality Act. Any proposed changes to the General Plan and Zoning Ordinance and Map will require an Environmental Impact Report. The final package of site strategies will be analyzed for potential traffic, air pollution, and other environmental impacts.

Some community members have raised questions about sufficient water supply for new home construction. In May 2021, City prepared a Draft Urban Water Management Plan which details water supplies, programs to conserve, and water shortage contingency plans. Utility planning for future community needs was also discussed at the October 11, 2021 study session on long term planning for City water, sewer and storm drain utilities. The City will continue to analyze water demand and supply while planning for state-mandated housing.

PUBLIC NOTICE

Notice of this Study Session was posted on the City website (www.redwoodcity.org), published in the *San Mateo Daily Journal*, and sent in the City's E-newsletter.

ALTERNATIVES

Staff is requesting feedback on the following three questions:

1. Is a 150% RHNA target, planning for a total of approximately 6,900 units, appropriate?
2. Are there additional rezoning strategies that should be pursued in high opportunity neighborhoods?
3. Are there any rezoning strategies staff should eliminate or additional strategies to consider?

ATTACHMENTS

Attachment A – Community Values Summary
Attachment B – Summary of September 30 Workshop with Maps of Proposed Strategies
Attachment C – Options for Meeting RHNA Targets

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Redwood City Targeted General Plan Update Summary – Survey of Community Values

June 2021

Introduction

As a follow-up to the May 12th Community Workshop, the City provided the opportunity for residents to weigh in on some draft values statements that were developed from the feedback received from the workshop. The survey also included an opportunity for participants to write in a values statement for consideration. The survey was open from June 5 through June 28, 2021. The survey was hosted on the City website: welcomehomerwc.org and participants could complete the survey in English or Spanish. Participants were encouraged to view the video recording of the workshop which included Spanish- language captions. The City received 302 responses to the survey; 285 were in English and 17 were in Spanish.

Survey Methodology

The survey was conducted using Survey Monkey and the questions mirrored those conducted during the May 12 workshop. This allowed the City to understand the age and housing status of participants along with providing information about how long they had lived in Redwood City. The values statements used as the basis of the survey were drawn from the feedback provided during the small break-out group discussions during the workshop.

The City publicized the survey in both English and Spanish using social media, website promotion and printed flyers. The City did several rounds of publicity, with each round measuring a notable boost in the response rate.

Survey Results

Highlights

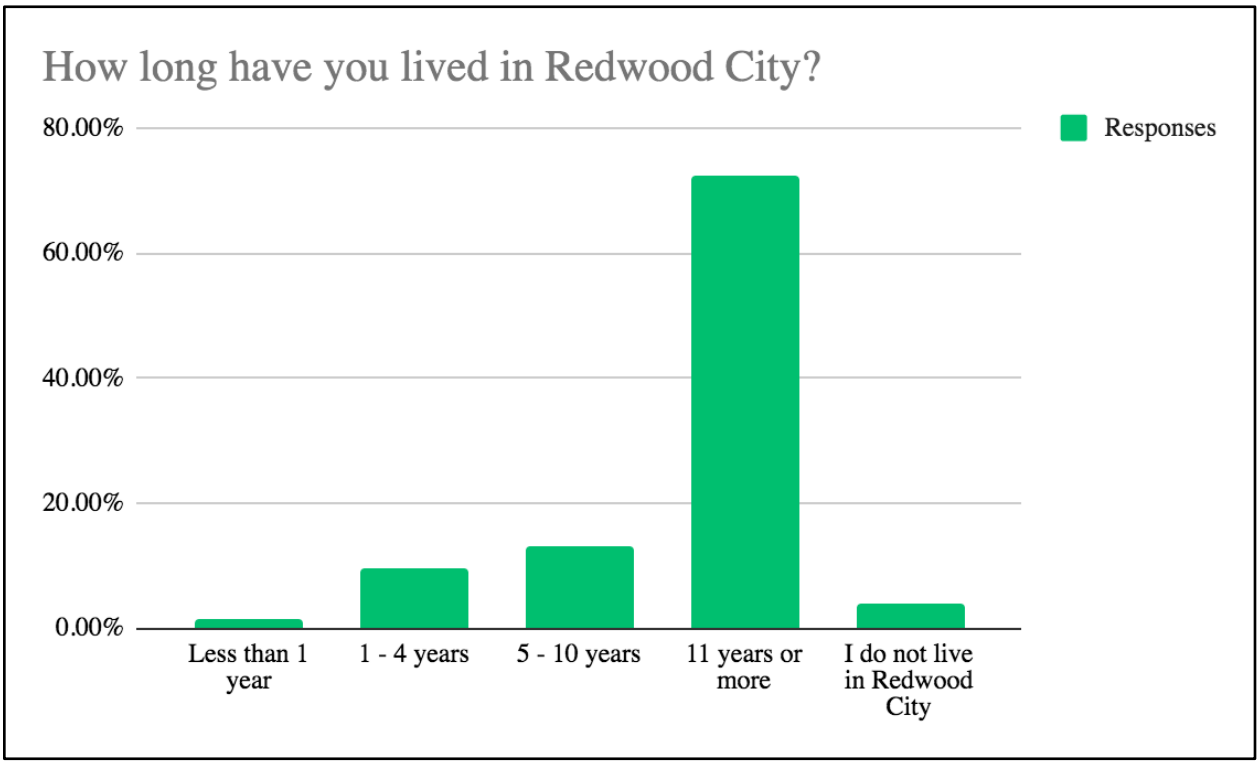
The top three statements receiving the highest number of responses included:

- Keep our city clean and beautiful - with green, tree-lined streets
- Diversity is important - maintain and support ethnic and racial, and economic diversity
- Preserve our existing low-income housing units and build new affordable homes

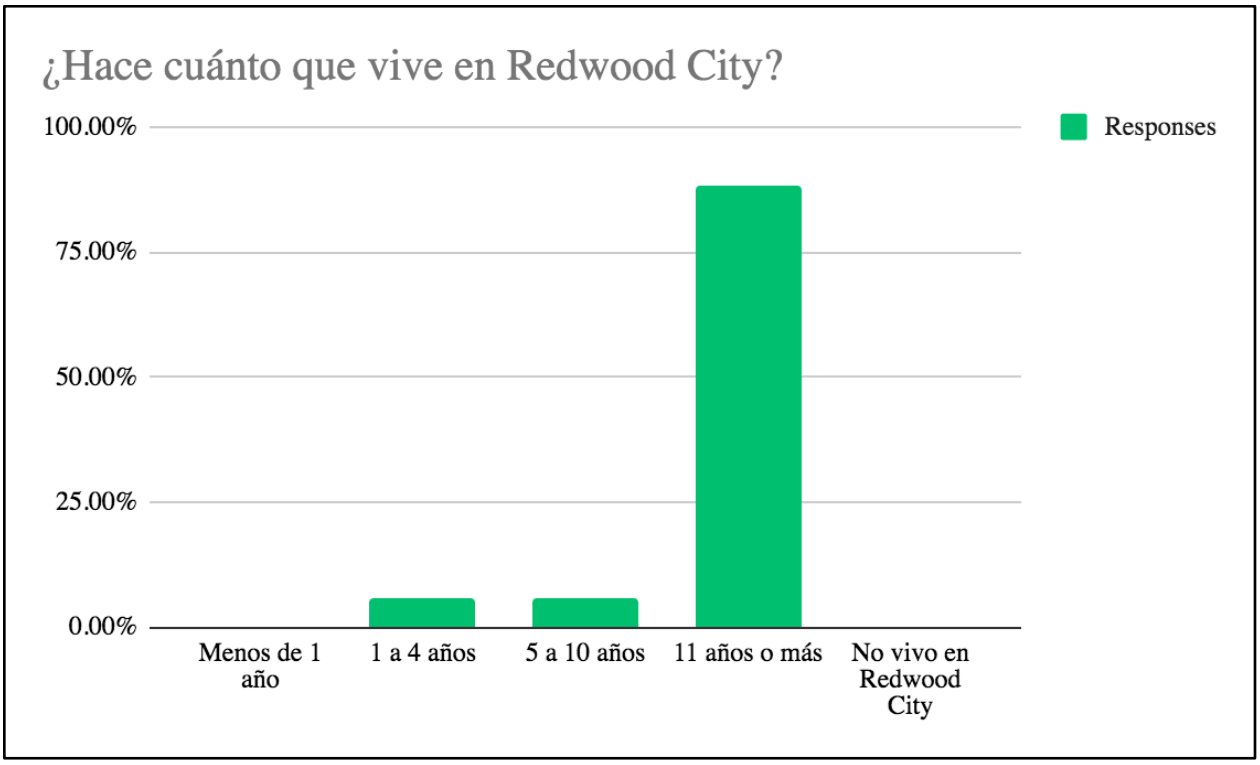
The complete survey results are in the tables which follow. Percentages are rounded to the nearest whole number. "n" indicates the total number of responses for each question. Not all participants responded to each question.

Question 1. How long have you lived in Redwood City?

Responses	English	Spanish	Combined
Less than 1 year	4 (1%)	0 (0%)	4 (1%)
1-4 years	27 (9%)	1 (6%)	28 (9%)
5-10 years	37 (13%)	1 (6%)	37(13%)
11years or more	206 (72%)	15 (88%)	221 (73 %)
I do not live in Redwood City	11 (4%)	0 (0%)	11 (4%)
Total	**285 respondents in English**	**17 respondents in Spanish**	**302 combined respondents**



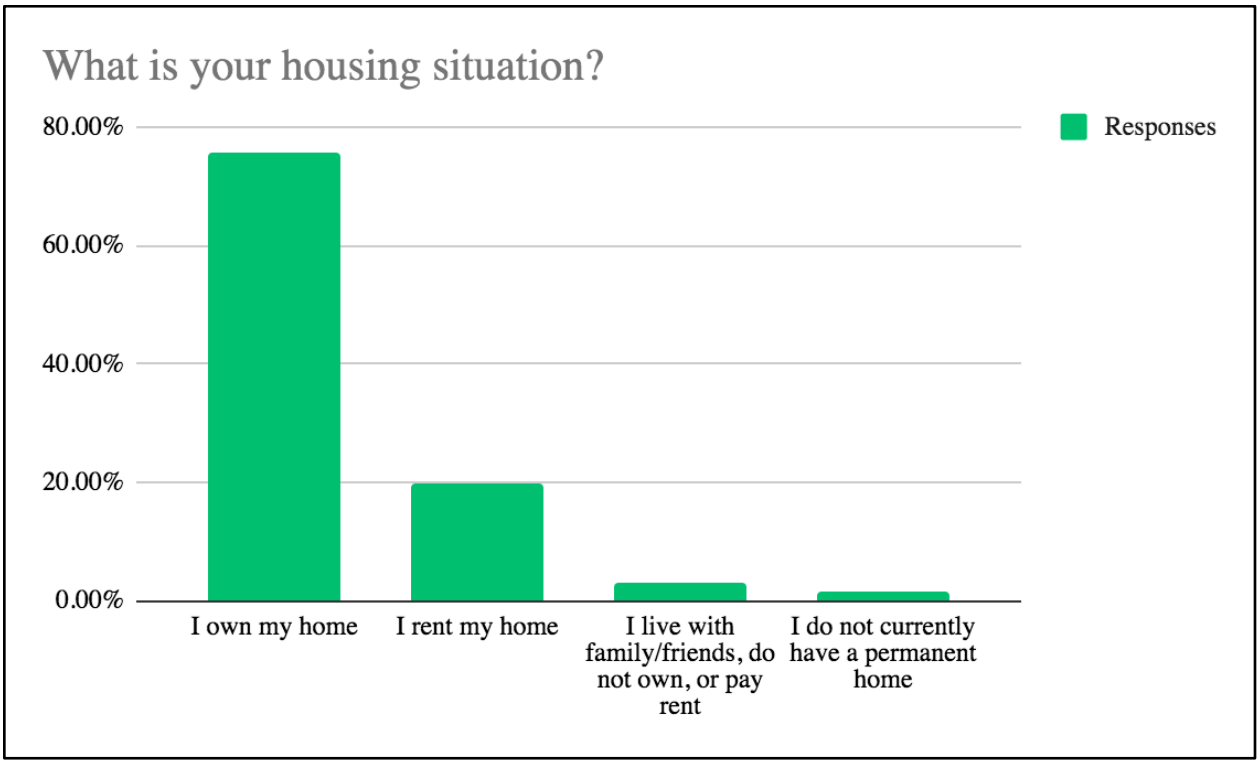
English (n = 285)



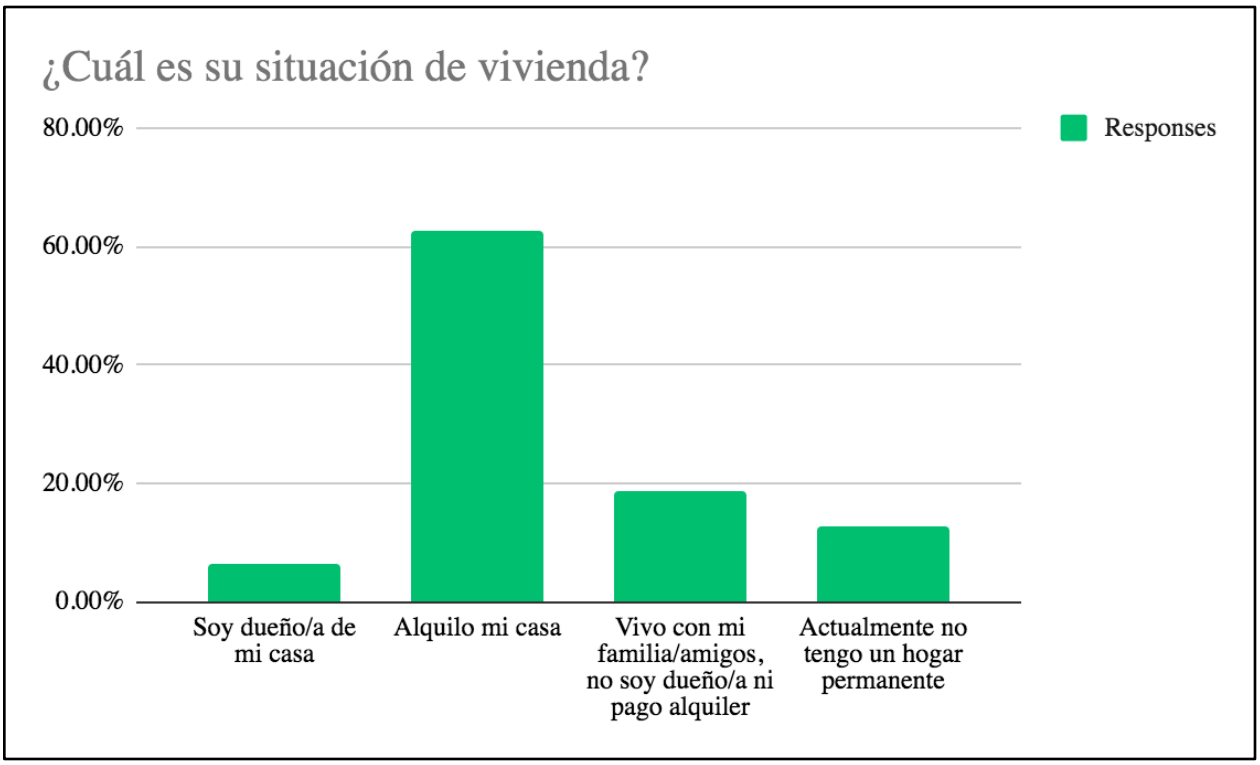
Spanish (n = 17)

Question 2. What is your housing situation?

Responses	English	Spanish	Combined
I own my home	216 (76%)	1 (6%)	217 (72%)
I rent my home	56 (20%)	10 (63%)	66 (22%)
I live with friends/family, do not own, or pay rent	9 (3%)	3 (19%)	12 (4%)
I do not currently have a permanent home	4 (1%)	2 (13%)	6 (2%)
Total	**285 respondents in English**	**16 respondents in Spanish**	**301 combined respondents**



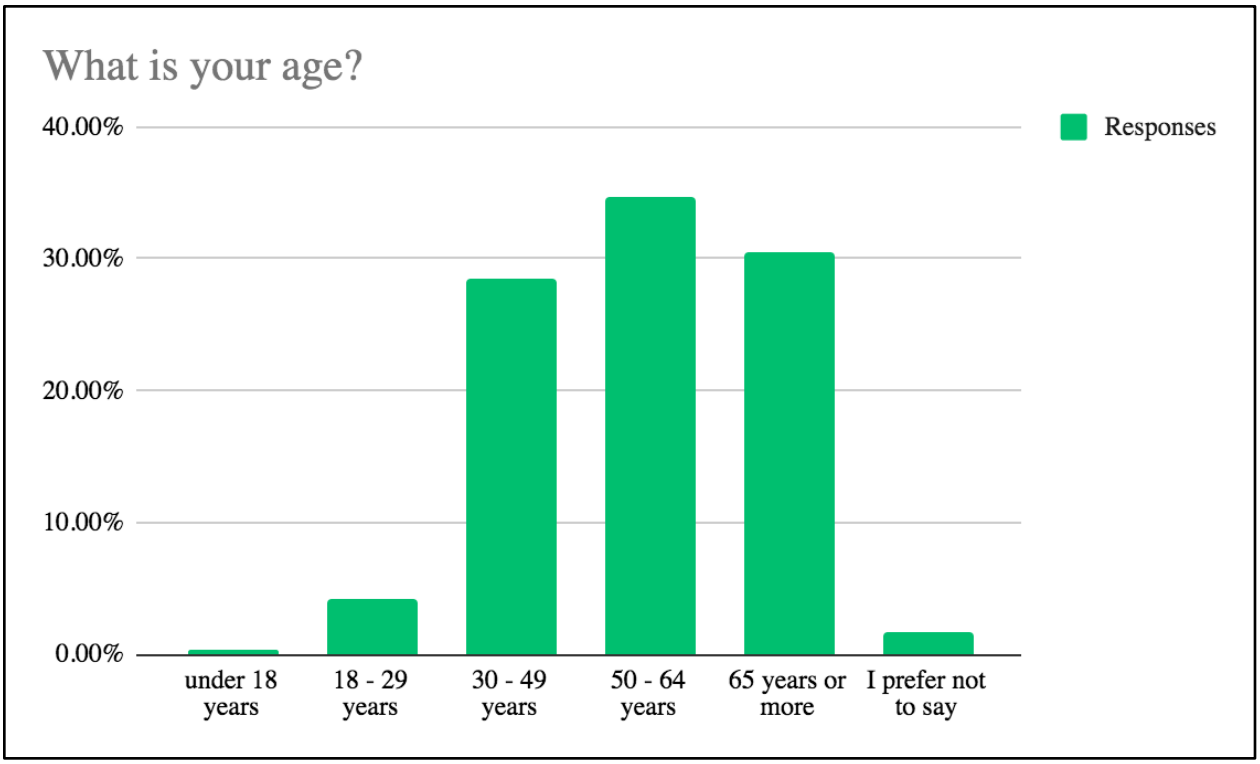
English (n = 285)



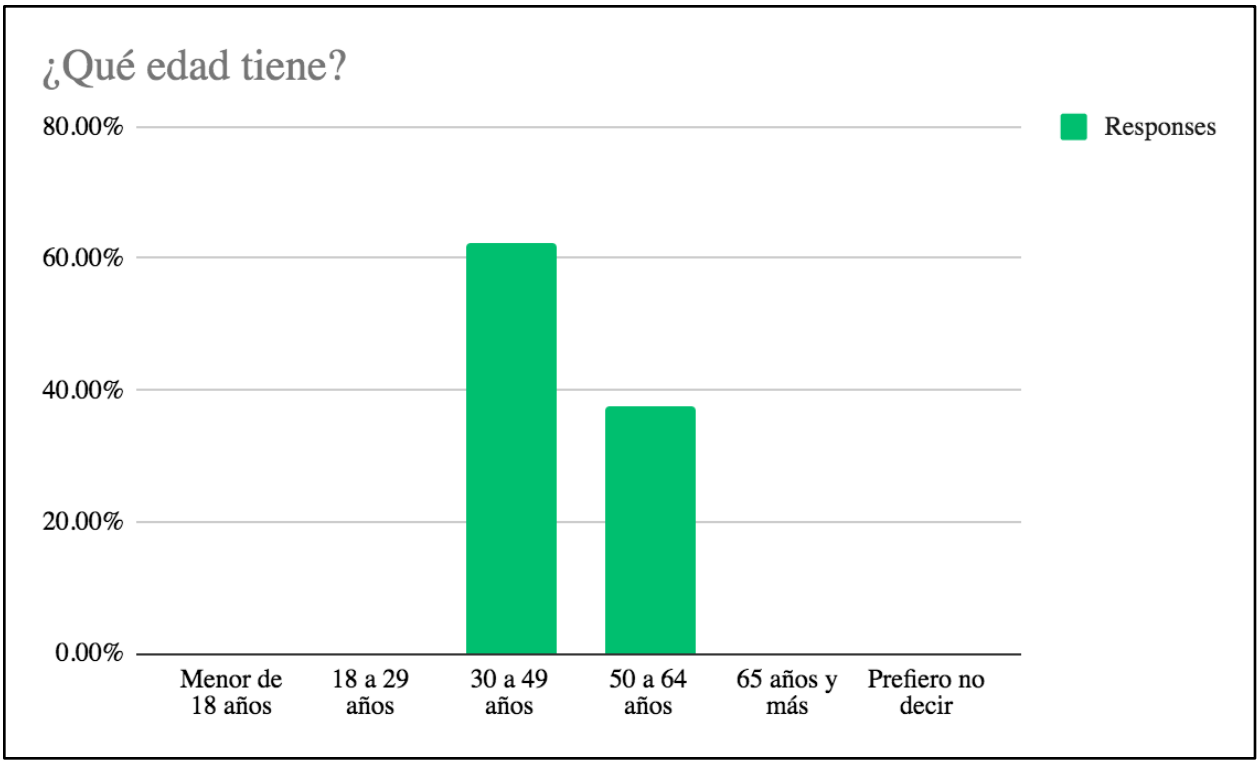
Spanish (n = 16)

Question 3. What is your age?

Responses	English	Spanish	Combined
Under 18 years	1 (0%)	0 (0%)	1 (0%)
18 - 29 years	12 (4%)	0 (0%)	12 (4%)
30 - 49 years	81 (28%)	10 (63%)	91 (30%)
50 - 64 years	99 (35%)	6 (38%)	105 (35%)
65 years or more	87 (31%)	0 (0%)	87 (29%)
I prefer not to say	5 (2%)	0 (0%)	5 (2%)
Total	285 respondents in English	16 respondents in Spanish	301 combined respondents



English (n = 285)



Spanish (n = 16, skipped = 1)

Question 4. What's one word that describes Redwood City? (Word cloud includes words that received at least 8 occurrences.)



Words (English)	Number of Occurrences	Percentage of total
Diverse	27	10%
Home	14	5%
Community	11	4%
Vibrant	11	4%
Comfortable	8	3%
Crowded	8	3%
Family / Family-Friendly	7	3%
Growing	7	3%
Expensive	6	2%
Friendly	6	2%
Change / Changing / Changing quickly	5	2%
Progressive / Progressing	5	2%

n = 278, skipped = 7

Words (Spanish - Translated)	Number of Occurrences	Percentage of total Spanish
Expensive	7	44%
Beautiful / Pretty	2	13%
Comfortable	2	13%
Safety, Growing, Support, Tranquility, Home	1 mentioned of each	6% each (30% combined)

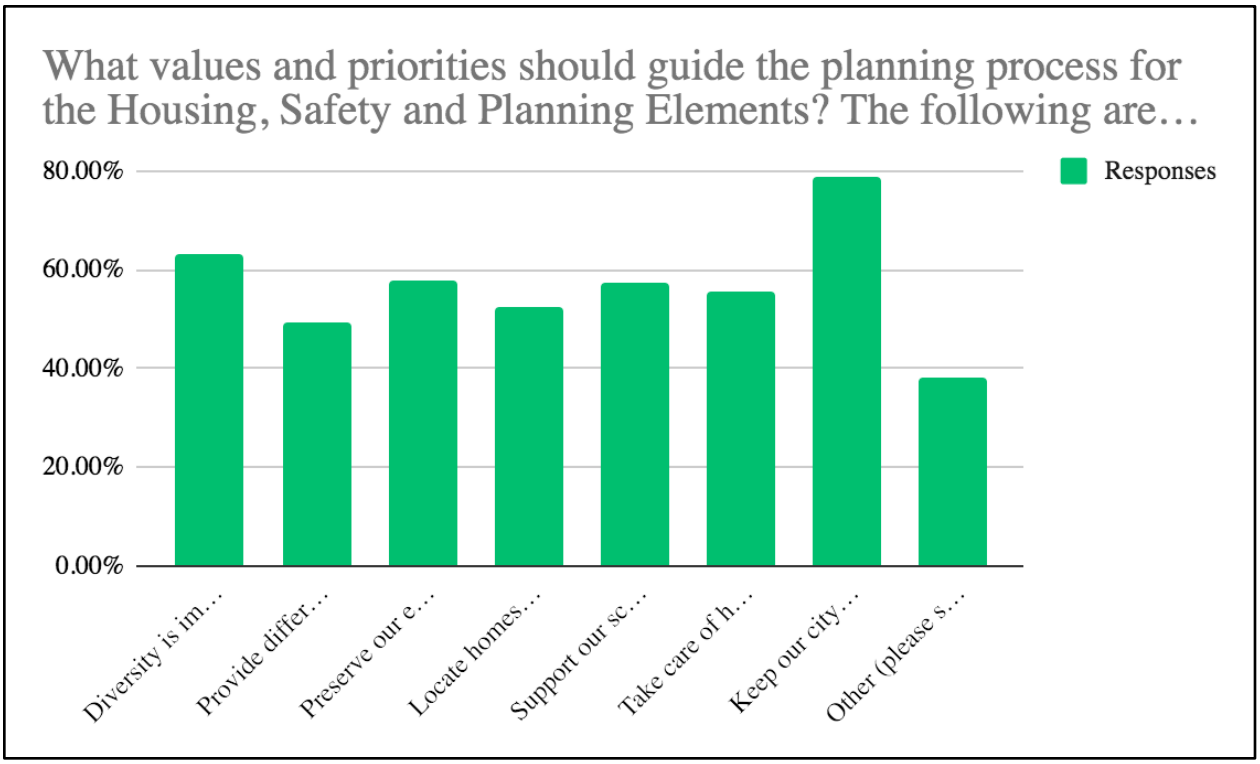
n = 16, skipped = 1

Question 5. What values and priorities should guide the planning process for the Housing, Safety and Planning Elements? The following are some statements that have

already been provided by community members. Please check all the statements you agree with. You may add your own at the end.

The top selected **values and priorities** by English respondents are highlighted in orange, Spanish respondents highlighted in green, and the combined overall top responses are highlighted in purple.

Value Statements	English	Spanish	Combined
Diversity is important - maintain and support ethnic and racial, and economic diversity	180 (63%)	6 (35%)	186 (62%)
Provide different types of housing	141 (49%)	6 (35%)	147 (49%)
Preserve our existing low-income housing units and build new affordable homes	165 (58%)	13 (76%)	178 (59%)
Locate homes in placed where you can walk to for services, transit and jobs	150 (53%)	13 (76%)	163 (54%)
Support our schools by building teacher housing and housing for young families	164 (58%)	8 (47%)	172 (57%)
Take care of homeless and prioritize housing for needs of low-income community members	159 (56%)	6 (35%)	165 (55%)
Keep our city clean and beautiful - with green, tree-lined streets	225 (79%)	10 (59%)	235 (78%)
Other (please specify)	109 (38%)	5 (29%)	114 (38%)
Total	**285 respondents in English**	**17 respondents in Spanish**	**302 combined respondents**



English (n = 285)

Participants were given the option to write in a values statement. The responses included statements across multiple themes. Some value statements were consistent with values and priorities discussed in the community workshop on May 12th, while some highlighted different issues. Responses from the English language survey focused on:

- Access to Open Space - Respondents want to see more parks and open spaces for families and to relax.
- Affordability and Stability for All - Many respondents highlighted the importance of building more affordable housing, as well as increasing the housing supply for all income levels. Responses also mentioned building more housing for seniors, mixed-age housing, programs for new homeowners and support for current homeowners to maintain their homes. There was a mixed response to building higher density versus maintaining single family homes in neighborhoods currently zoned for that.
- Jobs-Housing Balance - Respondents were concerned about the amount of office and commercial buildings being constructed and would like to see a balance with more housing.
- Safety Concerns - Residents were concerned about crime and wanted to ensure police and fire departments had adequate resources to meet the needs of a growing community.
- Transit and Walkability - Respondents showed an interest in seeing improvements to biking and pedestrian paths as well as increased access to such trails. Many residents

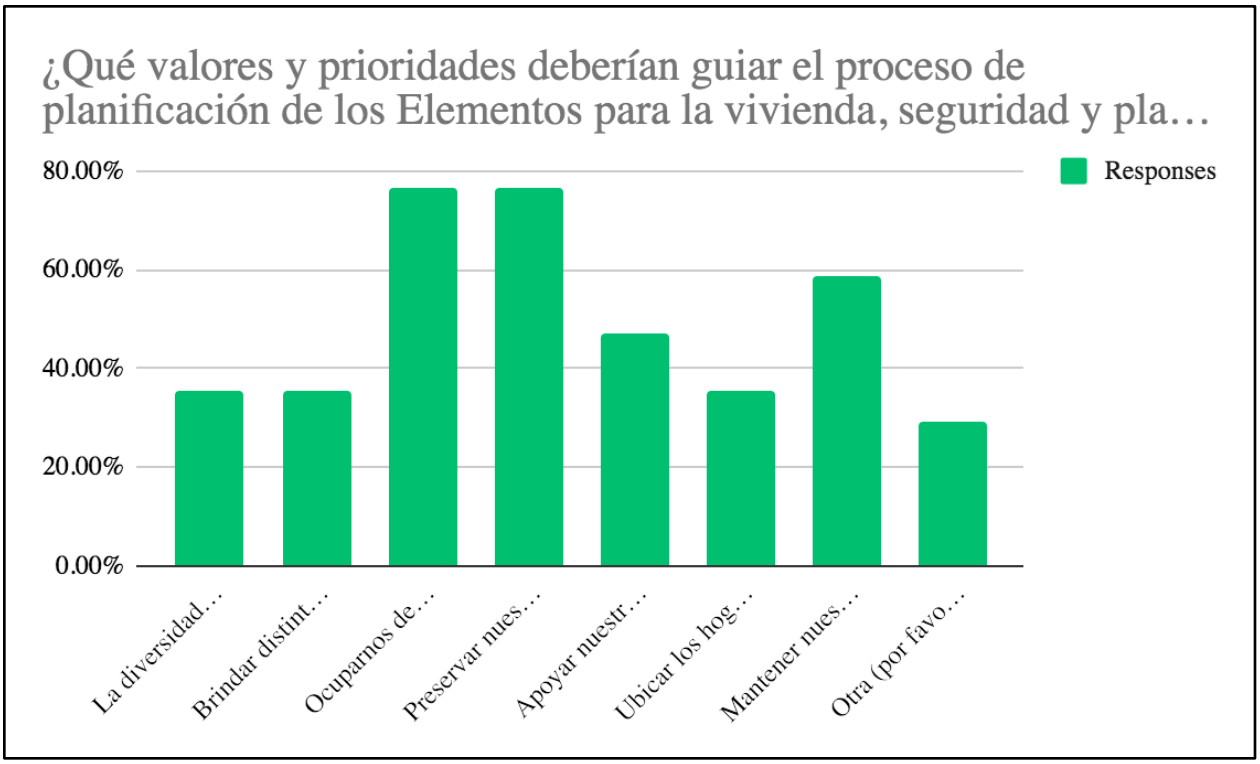
expressed concerns over increased traffic and limited parking due to higher density housing.

New themes highlighted in these open-ended responses included:

- Water Concerns - Some respondents expressed concerns about water shortage and the need to meet higher demands with increased developments
- Overcrowding Concerns - For multiple respondents, overcrowding of the city was a concern, they do not want to see more development happening, with some asking for an end to all new constructions.
- Neighborhood Characteristics Preservation - Some respondents wanted to prioritize maintaining the "small neighborhood" characteristics and were concerned with the increased development happening across the city. Others also mentioned preserving historic charm and maintaining old homes.
- Climate Resiliency - Some respondents expressed concern over climate impacts and emergencies and wanted homes to be sustainable and built with resilient materials.

Responses from Spanish Language participants focused on:

- Affordability - Several comments focused on the need to stop rent increases and have rent control. This is needed to prevent people from needing to move to other cities where rent and work are more accessible.
- Equity- To have equity we must focus on the needs of the poorest
- Safety- fast moving traffic can make it dangerous for people when walking



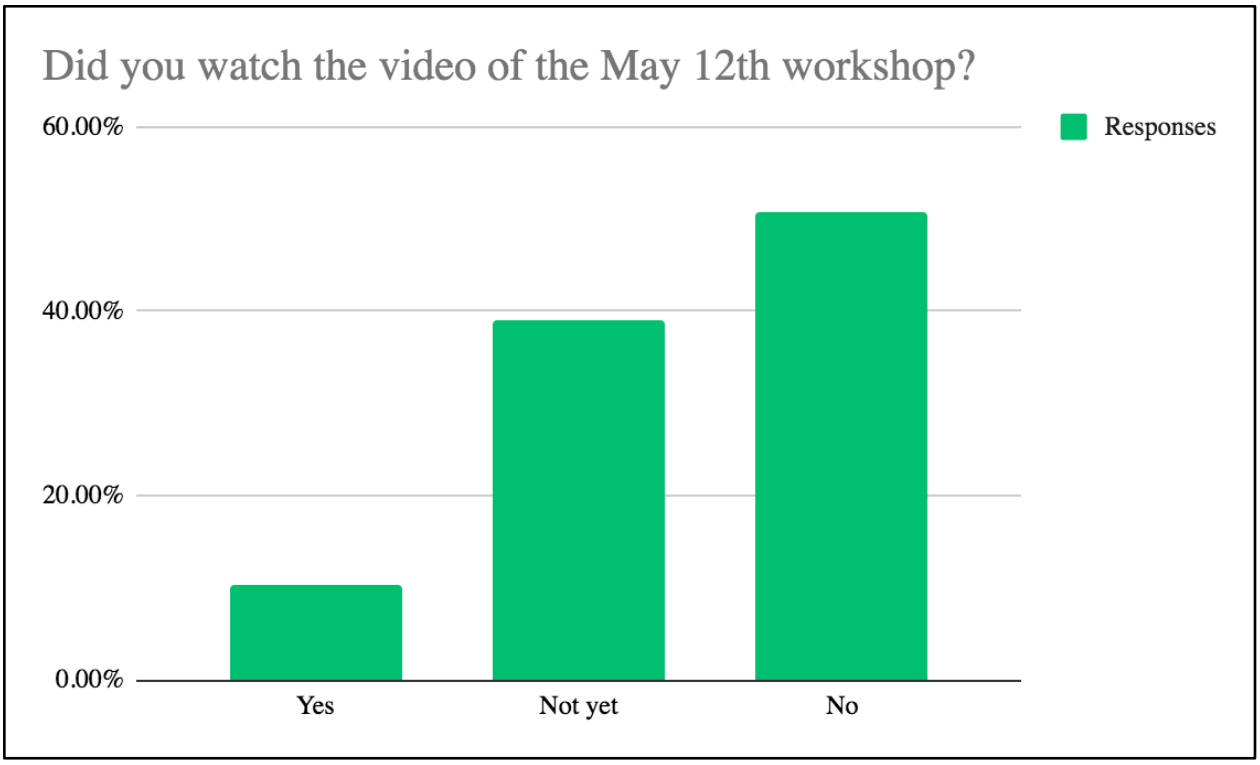
Spanish (n = 17)

Open-ended responses for Spanish respondents for "Other (please specify)" -

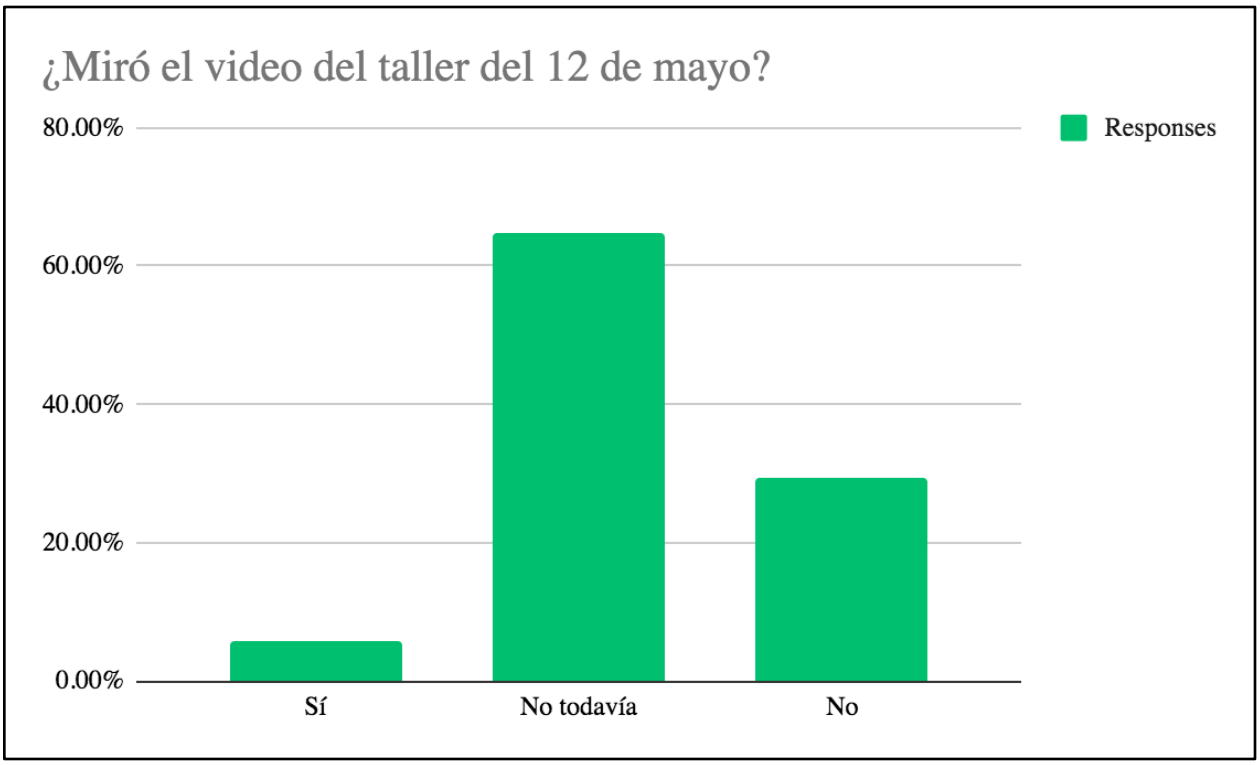
- Stop the excessive increase in rents
- To have equity we must focus on the needs of the poorest
- Stop the rent increase every year, because with this in the future, families will have to move to other cities where rent and work are more accessible!
- For there to be more security on the streets because cars move very fast and it is very dangerous when you are walking
- Put rent control and fair prices to the properties

Question 6. Did you watch the video of the May 12th workshop?

Responses	English	Spanish	Combined
Yes	29 (10%)	1 (6%)	30 (10%)
Not Yet	111 (39%)	11 (65%)	122 (41%)
No	144 (51%)	5 (29%)	149 (50%)
Total	284 respondents in English	17 respondents in Spanish	301 combined respondents



English (n = 284, skipped = 1)



Spanish (n = 17)

Question 7. Please provide your email if you would like to receive updates about the planning process.

	English	Spanish	Combined
Provided Email	133 (48%)	11 (65%)	144 (48%)
Skipped Question	149 (52%)	6 (35%)	155 (52%)
		Total	**144 emails collected**

Redwood City Targeted General Plan Update: Summary of Community Input from the September 30, 2021 Workshop

Introduction

In 2021, the City of Redwood City (City or Redwood City) launched efforts to conduct a Targeted General Plan Update that focuses on the Housing, Safety, and Environmental Justice Elements. Each element must meet specific requirements and be completed by State mandated deadlines. Other General Plan Elements may need to be updated to ensure consistency in accordance with State law and General Plan Guidelines.

The Housing Element provides goals, policies, and programs that help Redwood City plan for current and future housing needs for all segments of its population. The Housing Element plans for the construction of new housing and identifies areas where it may be built. The planning effort will integrate equity and inclusivity throughout the process and elevate equity-related goals and strategies. The Housing Element must be adopted in January 2023.

Redwood City will conduct a variety of community outreach and public engagement activities throughout the process to inform stakeholders and collect input to guide the development of the Targeted General Plan Update. This Values and Strategies workshop is the second of three workshop activities to engage the community in this process. The project website contains more information about the planning process and upcoming activities.

Workshop Format

In May 2021, Redwood City and its planning consultant (MIG) hosted a public workshop to introduce the community to the Targeted General Plan Update planning process and collect input from the public about the community values that should drive the planning process.

On Thursday, September 30, 2021, Redwood City with MIG's assistance, hosted the "Values and Strategies" housing public workshop to introduce possible land use policy changes or strategies that would allow for additional housing to be constructed throughout the community. Six land use strategies were introduced, where they may be applied, their alignment with the community's values, and an order of magnitude number of units was described. Participants provided their level of support for the strategy. Participants could also share their related issues and concerns. Joan Chaplick of MIG provided meeting facilitation.

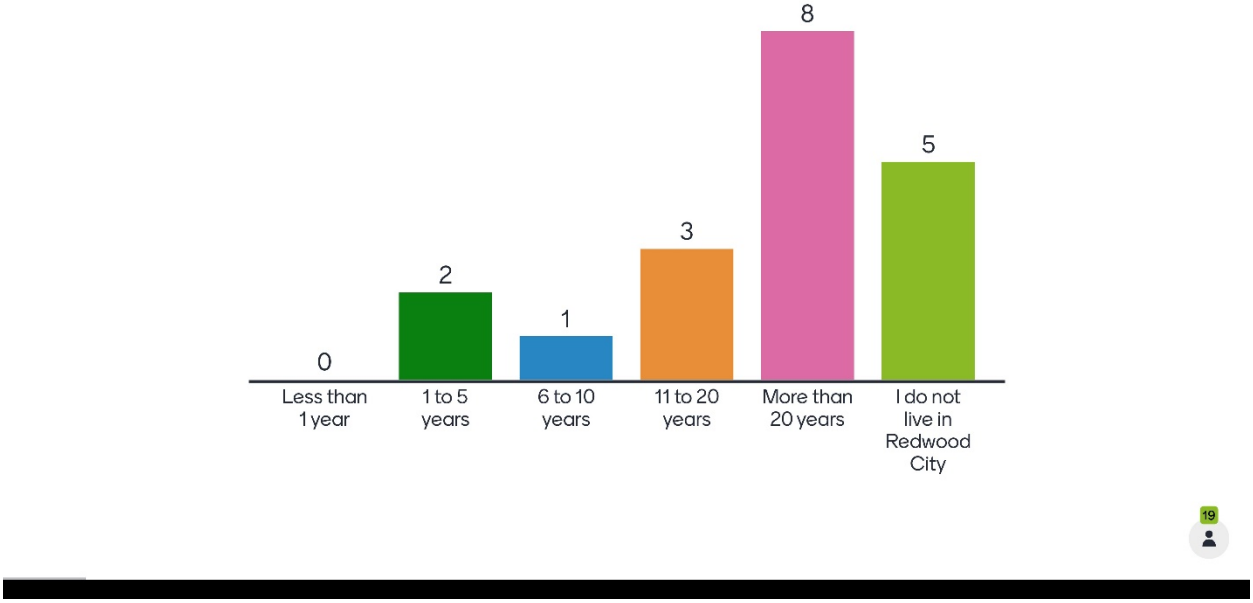
The workshop was designed to be interactive and included live polls using Mentimeter and an interactive, small-group discussion documented in real-time using a digital whiteboard tool called Mural. The workshop included a brief presentation designed to orient participants to the planning process with the bulk of the time used for interaction and discussion. The meeting presentation, complete polling results, and Mural are available in the Appendix. A video of the workshop is also available with captioning in English and Spanish.

Following guidance from public health agencies regarding public gatherings and COVID-19, the workshop was held virtually using online video conferencing. Live Spanish interpretation was provided. One hundred seventeen (117) stakeholders registered for the workshop, and 58 stakeholders participated. Three stakeholders listened to the meeting and participated in Spanish.

Polling Results

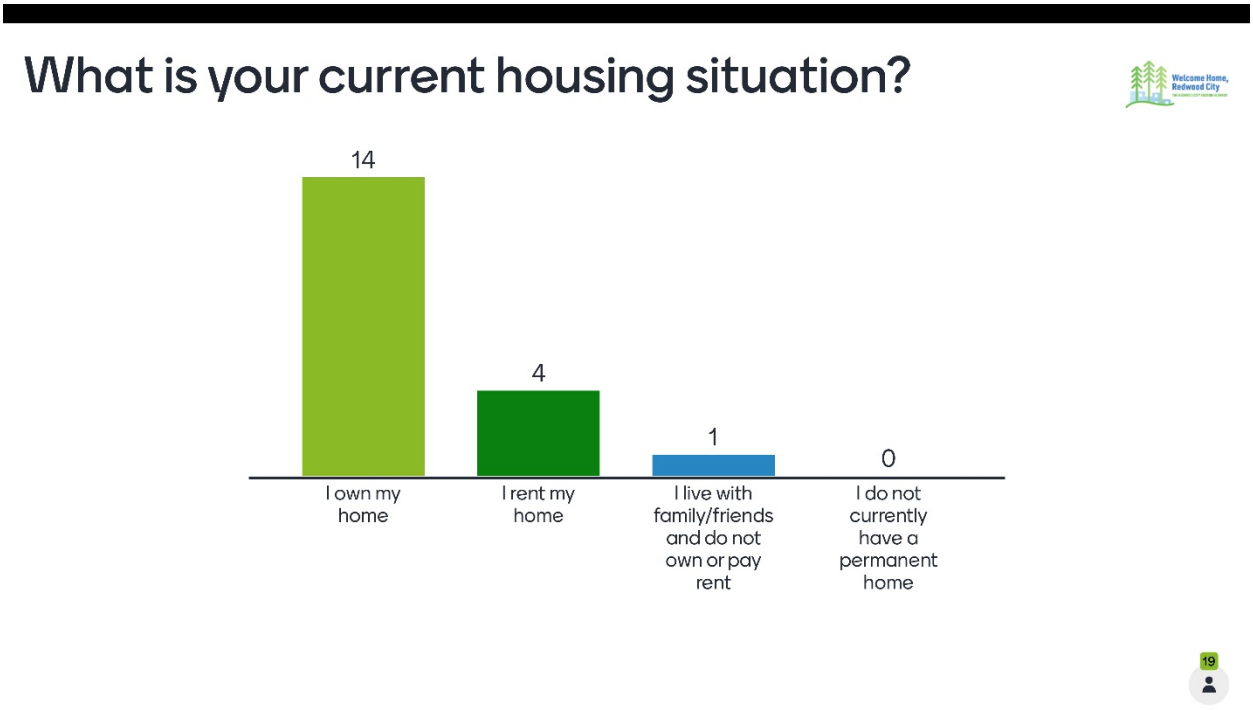
The workshop began with live polling to collect basic information about the participants and what they like about their community. The City intends to collect demographic information throughout the outreach process, so the City can understand who has been reached through the process. Percentages are rounded to the nearest whole number. "n" indicates the total number of responses for each question. Not all participants responded to each question.

Question 1. How long have you lived in Redwood City?



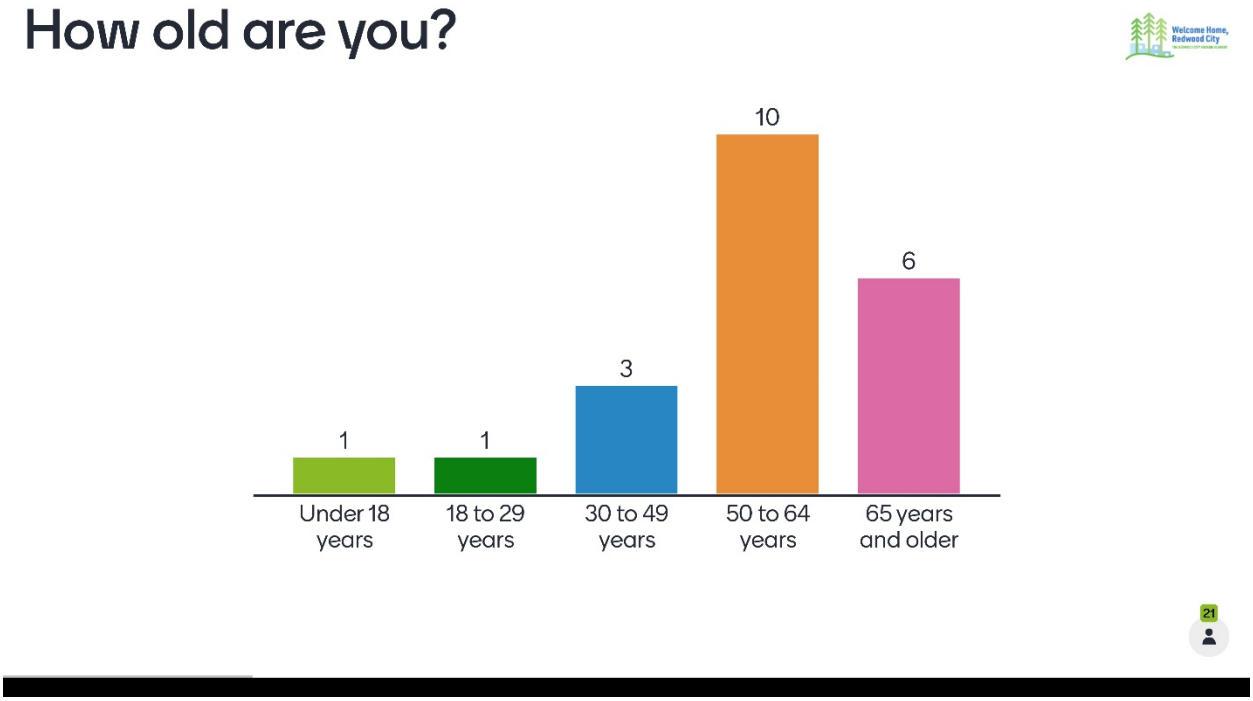
n = 19

Question 2. What is your current housing situation?



n =19

Question 3. How old are you?



n = 21

Question 4. What's one word that describes Redwood City?



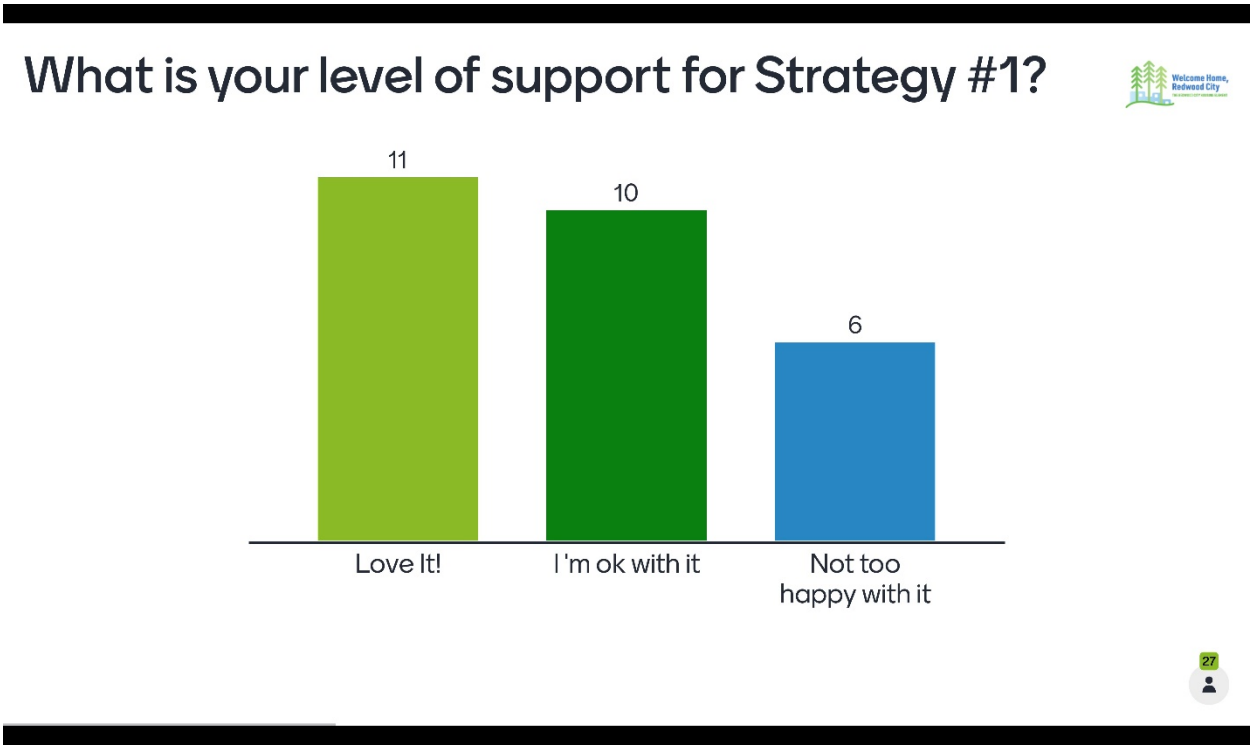
n = 15

Strategies for New Housing

The informational presentation shared six proposed strategies for new housing and invited participants to indicate their level of support and provide comments for each strategy. Participants' level of agreement and comments are summarized by question below.

What is your level of support for Strategy #1, Increase Number of Duplexes, Triplexes, and Quadplexes?





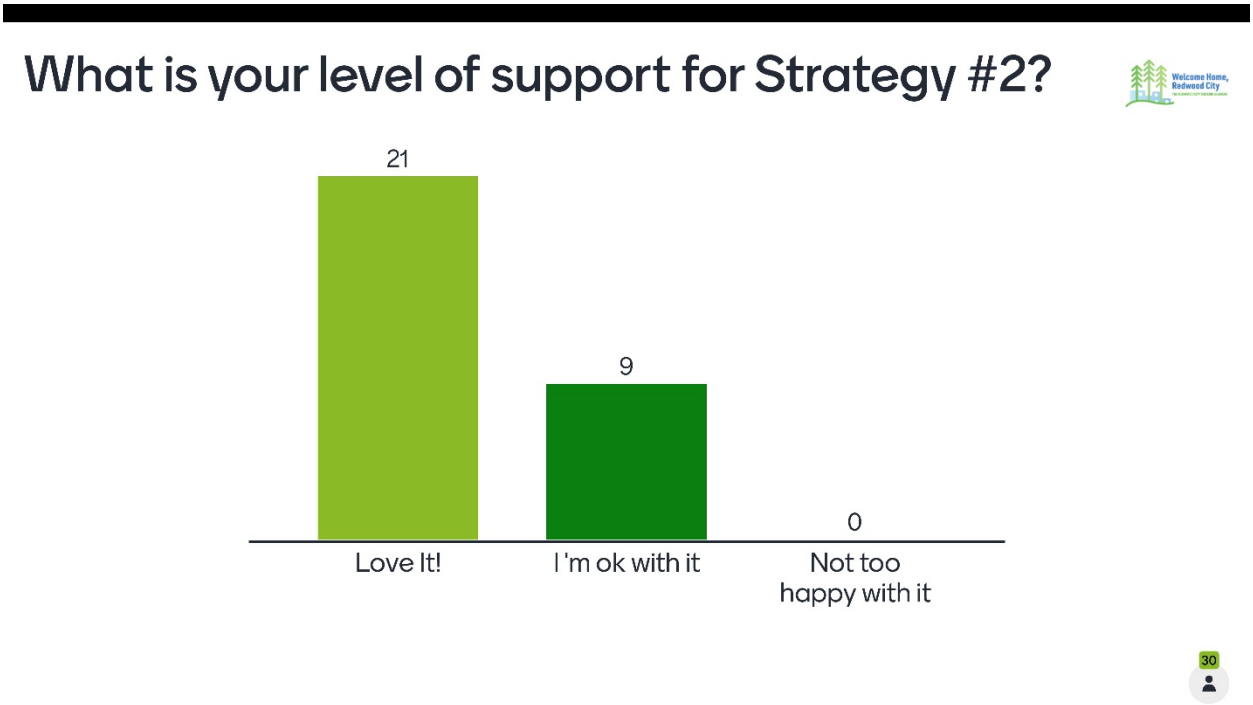
n = 27

Do you have any additional comments about Strategy #1?

- *Affordable Housing* – Several participants indicated a need for more affordable housing.
- *Build New Housing Throughout City* – Several participants would like to ensure that new housing is built in every neighborhood, including wealthy neighborhoods and those with relatively more resources.
- *Duplexes, Triplexes, and Fourplexes* – One participant indicated her or his support for duplexes, triplexes, and fourplexes.
- *Equity* – Several participants would like to promote equity, affordability, and access for all throughout the Housing Element.
- *Historical preservation* – One participant would like to see historical buildings preserved.
- *Improve Public Transit* – One participant indicated a need for improved public transit services.
- *Parking* – Several participants would like to ensure adequate parking throughout the City.
- *Parks* – One participant would like to ensure that parks are provided around new multi-family housing developments.

What is your level of support for Strategy #2, Apply Mixed Use Corridor Designation to New Areas (Veterans Boulevard)?





n = 30

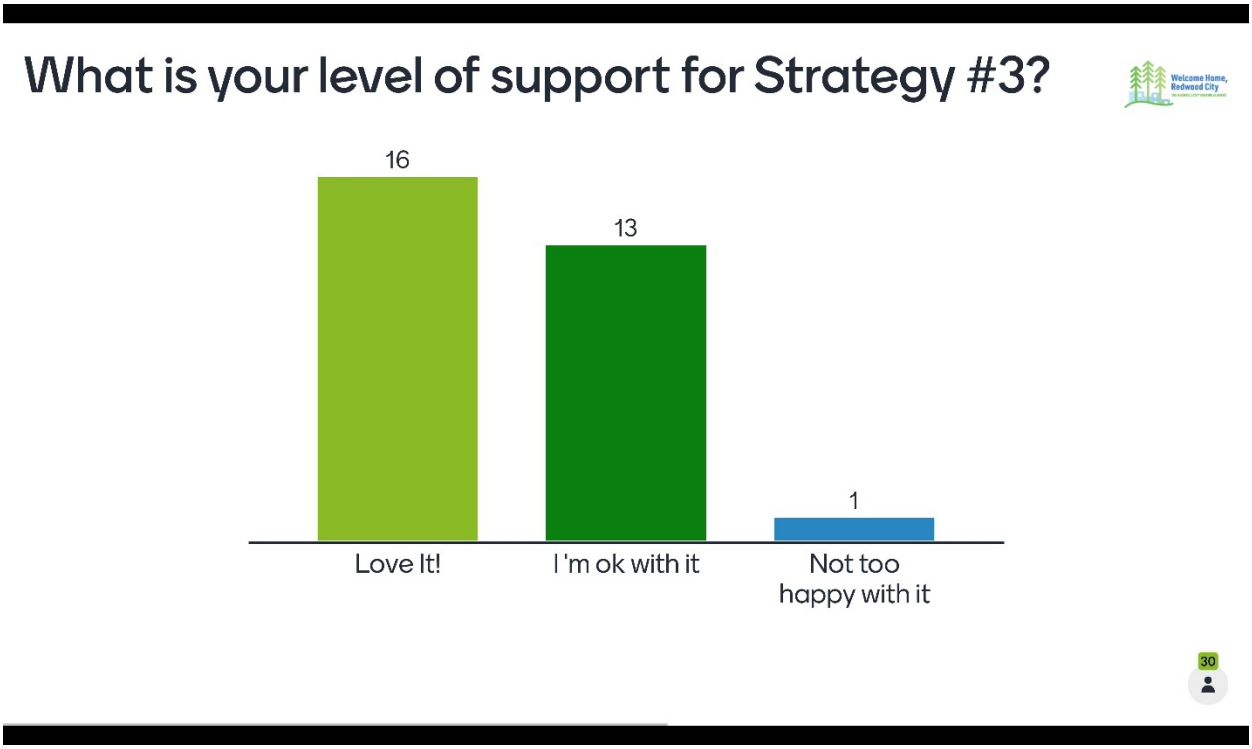
Do you have any additional comments about Strategy #2?

- *Affordability* – One participant would like to ensure new development is affordable.
- *Build New Housing Throughout City* – Several participants would like to ensure that new housing is built throughout Redwood City, including wealthy neighborhoods.
- *Concentrate Density Downtown* – One participant would like to concentrate density downtown.
- *Consider Rezoning Commercial Areas* – One participant would like the City to consider rezoning commercial areas for housing.
- *Impacts to Businesses and Services* – Several participants were concerned about potential impacts to nearby businesses and services. One participant would like to protect future office development.
- *Multi-Modal Transit* – One participant noted that the Strategy #2 focus area is walkable. Another would like to improve safety for pedestrians and bicyclists. A third participant indicated a need for more public transportation around the focus area.
- *Preference for Strategy #2* – Several participants prefer Strategy #2 over Strategy #1.
- *Public Transportation* – Several participants indicated a need for additional public transportation in this area.
- *Safety* – Several participants were concerned around safety for pedestrians and cyclists and suggested traffic calming and additional pedestrian and bicycle infrastructure. One participant was concerned about concentrating affordable housing along freeways.

- *Suitable for Development* – Several participants indicated the focus area for Strategy #2 is suitable for development, with one participant noting underutilized land. Another participant suggested Strategy #2 will help address the jobs-housing imbalance in Redwood City.
- *Supportive of Mixed Use* – Several participants were supportive of new mixed-use projects.

What is your level of support for Strategy #3, Create and Apply New Woodside Mixed Use Corridor Subdistrict?





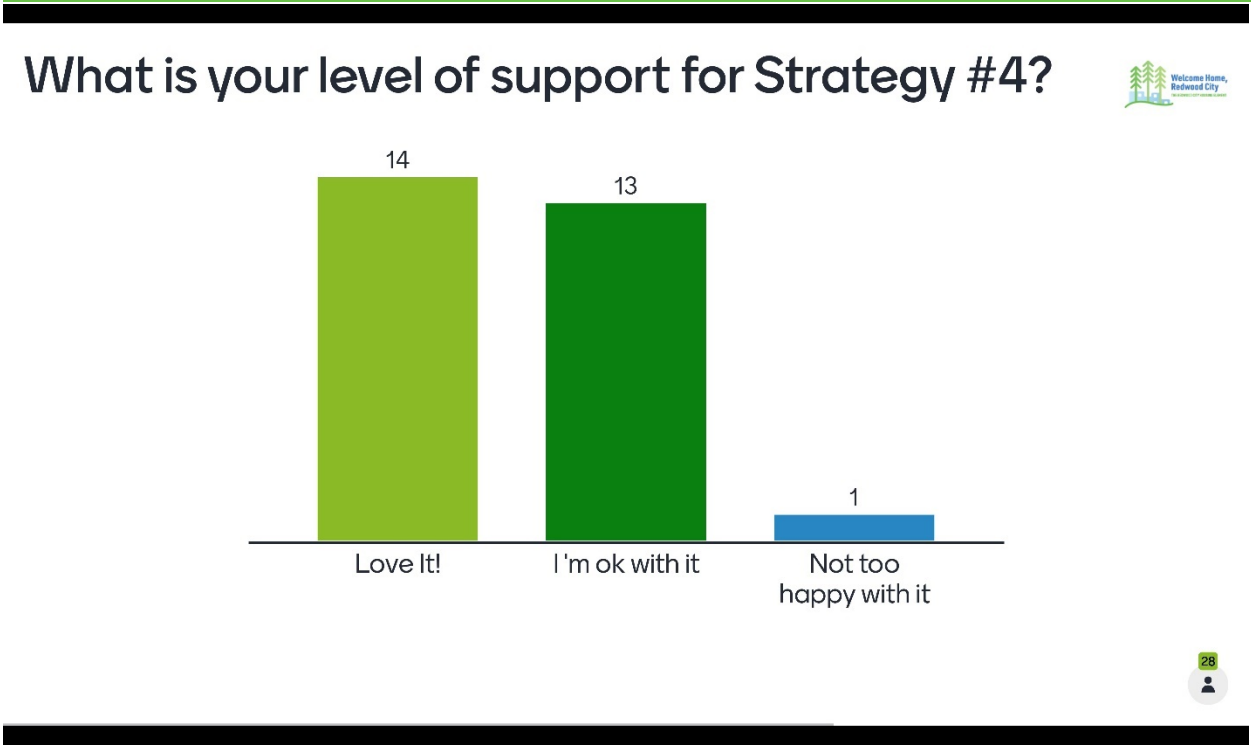
n = 30

Do you have any additional comments about Strategy #3?

- *Access to Multi-Modal Transit* – Several participants noted the focus area is walkable and provides easy access to public transit.
- *Additional Public Transit* – Several participants indicated a need for additional public transit in the Strategy #3 focus area.
- *Coordinate with the County* – One participant suggested coordinating with the County as there are County-owned properties nearby the focus area.
- *Fair Housing* – One participant would like the City to emphasize and advance fair housing across all strategies and prioritize wealthy neighborhoods for development.
- *More Housing on the West Side* – One participant would like to see more housing and mixed-use developments on the west side of Redwood City.
- *Safety Issues* – Several participants noted there are safety issues along Woodside Road. Consider multi-modal improvements and developing mixed-use neighborhoods off of Woodside Road rather than along Woodside Road.
- *Suitable for Development* – Five participants indicated the Strategy #3 focus area is suitable for development, with several noting that the area provides convenient access to public transit.
- *Traffic* – Several participants are concerned that Strategy #3 would amplify traffic issues.
- *Transition Between Low- and High-Density Development* – One participant suggested considering setbacks to help transition single-family neighborhoods with denser developments.

What is your level of support for Strategy #4, Apply Mixed Use Neighborhood Designation To Bay Road Area?





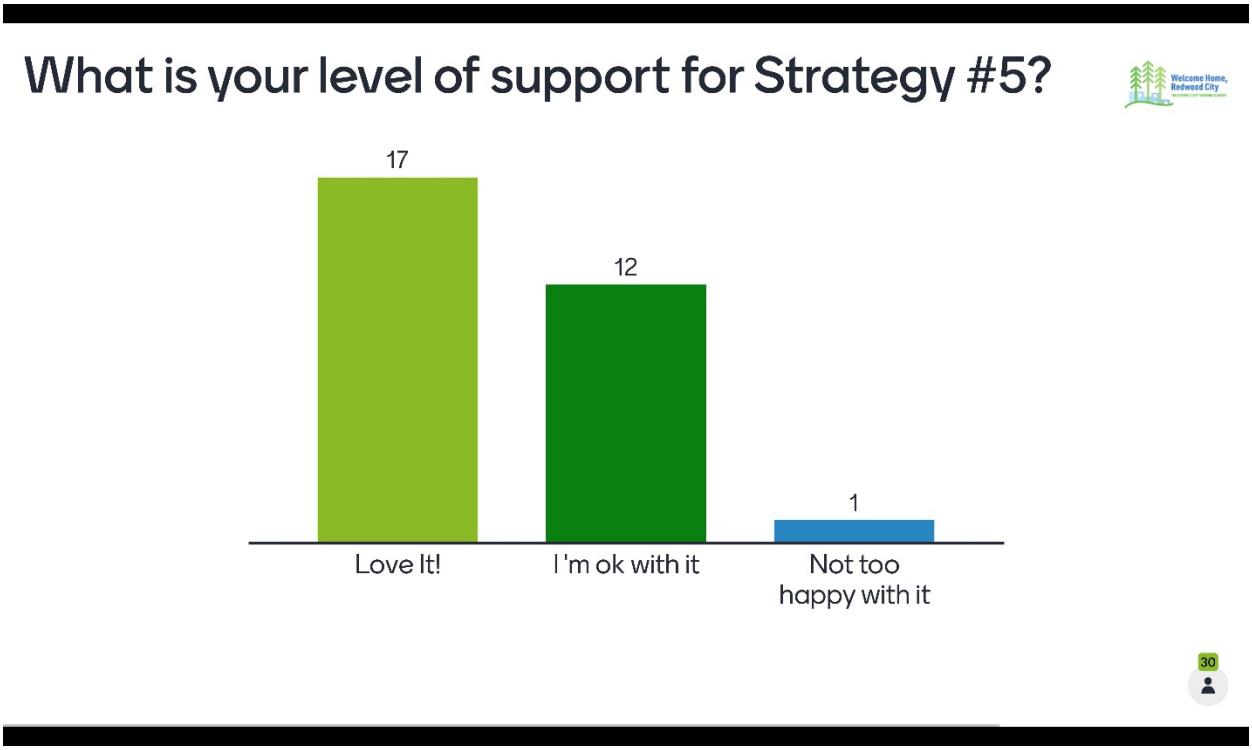
n = 28

Do you have any additional comments about Strategy #4?

- *Apply Strategy #4 to Wealthy Neighborhoods* – Two participants suggested applying Strategy #4 to wealthy, single-family neighborhoods throughout Redwood City.
- *Conflicting Opinions Around Building Height* – Two participants shared conflicting opinions around potential building height. One participant would like to keep buildings short, while another would like to build very tall buildings eight to ten stories tall.
- *Location* – One participant indicated the Strategy #4 focus area is suitable for development, noting that the area needs pedestrian and bicycle infrastructure improvements. Two observed the focus area is close to Stanford. Another observed the area seems remote for high density development.
- *Redevelop AT&T Infrastructure Site* – One participant suggested partnering with AT&T to redevelop their major infrastructure site.
- *Rezone Surrounding Areas* – Two participants suggested rezoning surrounding areas. One of these participants suggested rezoning commercial uses to residential uses, and another suggested up zoning the area around the Second Avenue Apartments.
- *Supportive of Strategy #4* – One participant noted the focus area is a suitable location for development, and another noting Strategy #4 addresses the jobs-housing imbalance.

What is your level of support for Strategy #5, Increase Densities for Focused Mixed Use Designation?



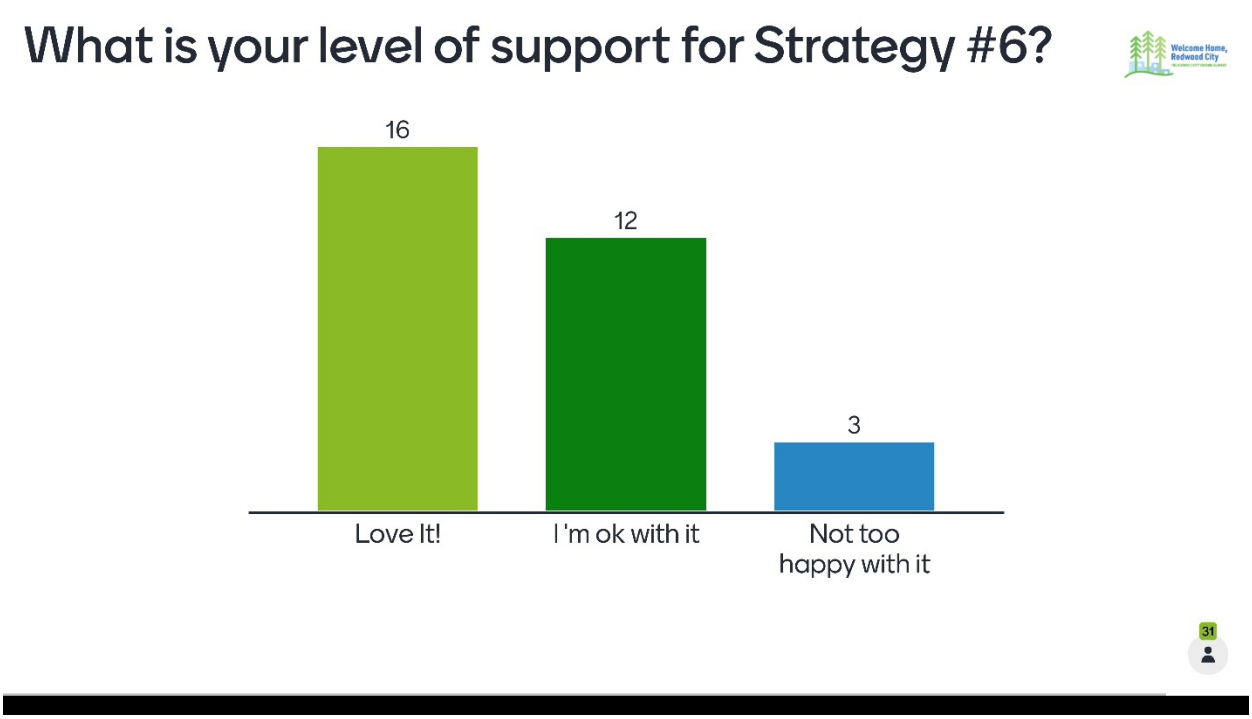


Do you have any additional comments about Strategy #5?

- *Additional Information* – Several participants asked questions and requested additional information around density limits and potential impacts.
- *Affordability* – One participant would like to ensure new housing is affordable. Another would like to increase the proportion of affordable housing.
- *Density and Building Height* – Participants expressed conflicting opinions around density and building height, with several participants suggesting increasing density and building heights and one indicating the City is too dense already. Several participants suggested removing density limits and maximizing the number of new homes.
- *Multi-Modal Improvements* – Several participants indicated a need for multi-modal improvements to improve walkability, safety, and accessibility in the Strategy #5 focus area.
- *Municipal Code* – One participant suggested establishing a form-based code that does not set a maximum unit density.
- *Traffic and Parking* – One participant was concerned about amplifying traffic issues, and another warned against overprioritizing parking.

What is your level of support for Strategy #6, Preserve Mobile Homes?





n = 31

Do you have any additional comments about Strategy #6?

- *Data* – Several participants asked questions, with two questioning the accuracy of the number of existing mobile homes.
- *Establish Affordable Housing Standards for New Offices* – One participant suggested establishing standards for how much low-cost housing needs to be built alongside new office space.
- *Flooding and Sea-Level Rise* – One participant was concerned about the impacts of flooding and sea-level rise.
- *Pathway to Permanent Affordable Housing* – One participant suggested establishing a pathway for mobile home residents to acquire more permanent affordable housing in amenity-rich neighborhoods.
- *Preserve Affordable Housing* – Several participants would like to preserve affordable housing, particularly homes affordable to very-low- and extremely-low-income households.
- *Preserve Jobs* – One participant would like to preserve jobs and livelihoods.
- *Protect Mobile Homes* – Six participants would like to protect mobile homes, with several noting that mobile homes are crucial for maintaining socioeconomic diversity. One participant suggested treating mobile homes, RV's, and trailer homes equally.
- *Protect Trees* – One participant would like to protect existing trees from being cut down by developers.

Input Shared by Email

One stakeholder who could not attend the workshop shared input by email. These comments are summarized by theme below.

- *Apartments* – This participant was concerned about the impacts of new apartments on traffic and the cost instability for renters.
- *Design* – This participant dislikes the "big box" apartments that have been built downtown.
- *Parks and Open Space* – This participant would like parks and open space to be added proportionally as new housing is built. New developments should be required to provide parks.
- *Population Growth* – This participant indicated that Redwood City has enough people and does not need to grow its population.
- *Traffic and Safety* – This participant indicated that traffic issues and congestion has worsened and would like to see improved enforcement of traffic laws.
- *Variety of Homeownership Options* – This participant suggested building a variety of affordable homeownership options for first time homebuyers.

Next Steps

The City and MIG will use the workshop results to refine land use strategies that allow for new housing. The workshop materials and video will be posted on the project website.

For those who were not able to attend the workshop, they can respond to a short survey about community values that will be publicized by the City. The survey will share information about the six strategies for new housing and ask participants about their level of support and additional feedback. The survey is available in Spanish and English. Participants can also watch the video of the workshop, which has captioning in English and Spanish.

Focused General Plan Update: September 30th Workshop Follow-Up Survey Results

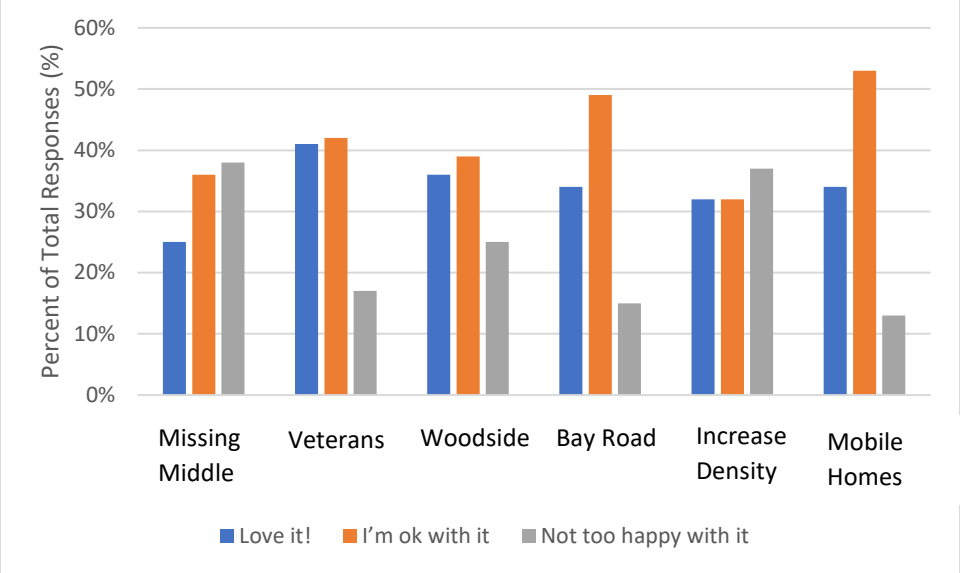
Introduction

The survey collected 265 responses in English and 6 responses in Spanish between October and November 2021. Most participants live in Redwood City (90%), own their home (69%), and are 50 years or older (64%). Popular words used to describe Redwood City include community, crowded, home, diverse, expensive, vibrant, great, and growing.

Participants shared their level of support for six strategies for new housing. Overall, more participants liked the strategies for new housing than disliked the strategies. As depicted in Figure 1, survey participants indicated a higher level of support for Strategies #2, #4, and #6.

Respondents shared conflicting opinions around constructing new housing, increasing density, and developing mixed-use projects. Many participants were supportive of additional affordable housing, multi-family housing, and increasing density in certain areas. Participants' concerns included overcrowding, increasing traffic, insufficient parking, excessive office space, and encroaching into single-family residential neighborhoods.

Figure 1: Level of Support for Strategies for New Housing



Attachment C – Options for Meeting RHNA

These are high-level estimates for construction over an eight-year period, and subject to further analysis and amendments.

100% RHNA Target	**4,588**
Existing Progress towards future RHNA	-4,180
ADUs	*-480*
Pipeline	*-3,700*
Mandated Strategies (Estimates)	***-500***
SB 9	*Unknown* (>100)
Missing Middle and GP Inconsistencies	*-500*
Optional Strategies (Estimates)	**-1,500**
Downtown Residential	*-1,500*
ESTIMATED REMAINING UNITS IN THE BASE TARGET (not counting SB 9)	0

150% RHNA Target	**6,882**
Existing Progress towards future RHNA	-4,180
ADUs	*-480*
Pipeline	*-3,700*
Mandated Strategies (Estimates)	***-600***
SB 9	*Unknown* (>100)
Missing Middle and GP Inconsistencies	*-500*
Optional Strategies (Estimates)	**-2,150**
Mixed Use Corridor – Veterans Broadway	*-150*
Woodside Road – New Mixed-Use Corridor	*-500*
Downtown Residential	*-1,500*
ESTIMATED REMAINING UNITS IN THE ENHANCED TARGET (not counting SB 9)	*0*

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Tax Equity and Fiscal Responsibility Act (TEFRA) hearing regarding issuance of Multifamily Housing Revenue Bonds by the California Municipal Finance Authority (CMFA) for the benefit of GS HIP 1304 ECR, LP and resolution approving the issuance of bonds to provide financing for the 39-unit affordable multifamily rental housing project generally known as 1304 El Camino Real Apartments

RECOMMENDATION

1. Conduct a TEFRA hearing in consideration of the issuance of Multifamily Housing Revenue Bonds by the CMFA for the benefit of GS HIP 1304 ECR, LP, to provide financing for the acquisition, construction, improvement, and equipping of a 39-unit affordable multifamily rental housing project, generally known as 1304 El Camino Real Apartments; and
2. Adopt a resolution approving the issuance of the California Municipal Finance Authority MultiFamily Housing Revenue Bonds in an aggregate principal amount not to exceed $10,000,000, for the purpose of financing or refinancing the acquisition, construction, improvement, and equipping of 1304 El Camino Real Apartments and certain other matters related thereto.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

From time to time, the City of Redwood City is asked to hold a public hearing associated with a private entity's issuance of tax-exempt private activity bonds. The entity must be located within Redwood City. The bond issuance does not create a financial obligation for the City, other than the cost of staff time to prepare for the hearing. This cost is partially reimbursed through administrative payments to the City. In the past four years, the City Council has held approximately ten public hearings associated with tax-

exempt private activity bonds issued by public finance entities, primarily for affordable housing developers in Redwood City.

On November 16, 2020, the City Council approved the South Main Mixed-Use Project, a mixed-use project that includes 530,000 sq. ft. of office, 540 residential units (including 147 affordable units), 28,000 sq. ft. of retail, 8,400 sq. ft. of child care and 40,000 sq. ft. of publicly accessible open space. The South Main Mixed-Use Project, now named Elco Yards, includes providing a standalone 100% affordable housing building located at 1304 El Camino Real (the "Project"). The Project will provide 39 affordable rental units for low, very low- and extremely low-income households, including providing up to 25% of the units for people with developmental disabilities. Greystar GP II, LLC, the developer, has collaborated with HIP Housing to develop and operate the Project and the two entities have formed a limited partnership known as GS HIP 1304 ECR, LP (the "Borrower"). The financing for the Project includes tax credits, tax-exempt bonds, and funding provided by Greystar. No City funding is being contributed to the Project.

ANALYSIS

The Borrower has requested that the CMFA serve as the municipal issuer of tax-exempt Multifamily Housing Revenue bonds in an aggregate principal amount not to exceed $10,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the acquisition, construction, improvement and equipping of the Project, which will be owned and operated by the Borrower.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City of Redwood City, have become members of CMFA. The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Redwood City must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project.

On December 21, 2020, the City Council held TEFRA Hearing and unanimously approved a resolution for the Bonds. Unfortunately, due to the competitive nature of receiving a bond allocation award from the California Debt Limit Allocation Committee (CDLAC), the state agency that awards tax-exempt bond allocations, the Project did not receive an award of bond allocation until August 2021. Per Section 147(f) of the Internal Revenue Code, a TEFRA Hearing is only valid for one year, however, the Project will not be able to close escrow within one year of the TEFRA Hearing held in December 2020. Therefore, another TEFRA Hearing must be held in order to comply with federal tax code. The Project is expected to start construction in the first quarter of 2022.

Adoption of the resolution is solely for the purposes of satisfying the requirements of the TEFRA, the Internal Revenue Code, and the California Government Code Section 6500 (and following). Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Notice of the hearing was published in the *San Mateo Daily Journal* on November 12, 2021, consistent with TEFRA noticing requirements. Following the close of the TEFRA Hearing, an "applicable elected representative" must provide its approval of the issuance of the Bonds for the financing of the Project since the Project is located within the territorial limits of the City.

FISCAL IMPACT

The Bonds will be the sole responsibility of the Borrower, and the City will have no financial or legal liability or responsibility for the Project or the repayment of the Bonds. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to Redwood City, it is expected that a nominal portion of the issuance fee attributable to the City will be granted by the CMFA as revenue to the City's General Fund. Such grant may be used for any lawful purpose of the City.

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

A public hearing notice was published on November 12, 2021 in the *San Mateo Daily Journal* (Attachment B).

ALTERNATIVES

The City Council could decide not to adopt the resolution which would prevent Greystar and HIP Housing from accessing essential bond financing to support the development and construction of new affordable rental housing.

ATTACHMENTS

Attachment A – Resolution
Attachment B – TEFRA Public Hearing Notice

REPORT PREPARED BY:

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APPROVED BY:

Alex Khojikian, Assistant City Manager
Melissa Stevenson Diaz, City Manager

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF 1304 EL CAMINO REAL APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, GS HIP 1304 ECR, LP, a California limited partnership or related entities (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $10,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 1304 El Camino Real, Redwood City, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Redwood City (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of

(a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

* * *

NOTICE OF PUBLIC HEARING
REGARDING ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS FOR
1304 EL CAMINO REAL APARTMENTS

City Council Meeting
Monday, November 22, 2021 at 6:00 PM
Via Zoom Teleconference: redwoodcity.zoom.us
Zoom Meeting ID: 994 8182 5639
Via Toll-Free Number (844) 854-2222 and Access Code: 920111

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. To view or participate in the meeting, see the instructions posted on the agenda 72 hours in advance at www.redwoodcity.org/councilmeetings.

NOTICE IS HEREBY GIVEN that, at 6:00 p.m., or as soon thereafter as the matter can be heard, on Monday, November 22, 2021, the City Council of the City of Redwood City (the "City") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Municipal Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $10,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition, construction and development of a multifamily rental housing project located at 1304 El Camino Real, Redwood City, California. The facilities are to be owned by GS HIP 1304 ECR, LP, a California limited partnership or related entities (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may either join by Zoom or call (844) 854-222 and enter Access Code: 920111 at the time of the public hearing or prior to the hearing submit written comments which should be sent to the City Clerk's office at 1017 Middlefield Road, Redwood City, California 94063 or council@redwoodcity.org.

Alternate Agenda Formats: The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to 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.

Publication Date: November 12, 2021

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Waive first reading and introduce an ordinance prohibiting the sale or distribution of flavored tobacco products, the sale or distribution of electronic cigarettes and smoking devices, and prohibiting the sale of all tobacco products by pharmacies

RECOMMENDATION

Waive the first reading and introduce Ordinance of the City of Redwood City Adding Article VI to Chapter 15 (Smoking Regulations) of the City Code of the City of Redwood City Prohibiting the Sale of Flavored Tobacco and Electronic Cigarettes and the Sale of Tobacco Product in Pharmacies, and Amending Article III (Tobacco Retail Permit) of Chapter 15 (Smoking Regulations) to Clarify that Pharmacies cannot Obtain Tobacco Retailer's Licenses.

STRATEGIC PLAN GUIDING PRINCIPLE

Healthy Community for All

BACKGROUND

Tobacco has a well-documented history of negative health and social impacts on individuals and communities. According to the U.S. Food and Drug Administration, all nicotine products are addictive and increase the risk of developing serious health problems such as cancer, heart disease, and emphysema. Research consistently illustrates the inequitable marketing strategies employed by tobacco companies and the negative health outcomes related to tobacco use for low-income communities, communities of color, and youth.

Flavored tobacco

Flavored tobacco products have been shown to be especially harmful and are often marketed to new tobacco users, particularly youth and young adults. Flavored tobacco products are frequently viewed as "starter" products that create habitual use patterns and promote addiction to other tobacco products, making it harder to quit and may lead to increased tobacco consumption. According to a 2015 study, more than 80% of youth who reported using tobacco products began by using a flavored tobacco product. The CDC estimates that if smoking continues at the current rate in the United States, approximately 5.6 million of today's youth under the age of 18 will die early from smoking-related illnesses.

A flavored tobacco product is generally considered to be a nicotine or tobacco product, including but not limited to smokeless/chew, cigarettes, cigars, cigarillos, vape liquid (used in electronic cigarettes), and hookah tobacco, that contains an aroma and/or flavor, such as menthol, mint, fruit, spice, sweet, or a food or drink product.

In 2009, prompted by the advocacy of the Campaign for Tobacco-Free Kids, the Federal Government passed the Family Smoking Prevention and Tobacco Control Act that prohibited the manufacture of cigarettes containing any "characterizing flavor", with the exception of menthol and tobacco flavor. While the federal law may contribute to an overall decrease in the number of youth and young adults smoking cigarettes, a recent publication by the California Department of Public Health suggests these changes may lead to an increase in the use of menthol and other flavored tobacco products and devices by youth.

In August 2020 the California legislature passed SB-793, a statewide prohibition on the sale and distribution of flavored tobacco products, with exceptions for flavored shisha tobacco products smoked or intended to be smoked in a hookah, flavored premium cigars, and flavored loose leaf tobacco. The legislation subjects retailers who violate the prohibition to an infraction punishable by a fine of $250 for each violation. Governor Gavin Newsom signed SB-793 into law on August 28, 2020. Shortly after the bill was signed into law, proponents of a veto referendum filed with the California Secretary of State seeking to repeal the law. The referendum effort successfully gathered enough signatures from California voters to place a referendum on the ballot at the next statewide election, which will be held November 8, 2022. Pending the outcome of the election, implementation of SB-793 is currently on hold.

In the absence of an enforceable statewide ban, many cities and counties throughout California have exercised the right to impose local restrictions on the sale of flavored tobacco products. In San Mateo County, flavored tobacco ordinances have been adopted in eight cities - Burlingame, East Palo Alto, Half Moon Bay, Menlo Park, Portola Valley, San Carlos, San Mateo, and South San Francisco - in addition to the County's ordinance prohibiting sales in unincorporated San Mateo County. The City of Pacifica is also considering a local ordinance at this time.

Electronic cigarettes and smoking devices

Many cities and counties throughout California, including San Mateo County, have taken action to prohibit the sale of electronic cigarettes and smoking devices. In San Mateo County the cities of East Palo Alto, Menlo Park, San Mateo, and South San Francisco all restrict the sale of electronic cigarettes in addition to the sale of flavored tobacco. San Mateo County has also restricted electronic cigarette sales in unincorporated areas.

Commonly used among youth and young adults, electronic cigarettes deliver flavorings, nicotine and other additives via an inhaled aerosol. Young adults are three times more likely to use electronic cigarettes than adults ages 30 and older. Marketing tactics targeting youth and young adults have accelerated electronic cigarette use among this demographic. According to the American Cancer Society, while electronic cigarettes are often marketed as safer smoking alternatives to regular cigarettes, more research is still needed over a longer period of time to fully understand the long-term health effects resulting from the use of electronic cigarettes.

According to a publication by the California Department of Public Health, in 2019, more than 5 million high school and middle school students used electronic cigarettes. Electronic cigarette use increased 135 percent in high schools and 218 percent in middle schools from 2017-2019.

In early 2020, the Food and Drug Administration (FDA) responded to the risk posed by flavored tobacco products and electronic cigarettes by issuing nonbinding guidance on its enforcement priorities regarding the premarket review requirements (the federal Tobacco Control Act's requirements for new tobacco products prior to legal marketing for sale) for various types of such products. The FDA specified that it would be prioritizing enforcement against:

- flavored, cartridge-based electronic cigarette products (except for tobacco- or menthol-flavored products);
- all other electronic cigarette or products for which the manufacturer has failed to take (or is failing to take) adequate measures to prevent minors' access; and
- any electronic cigarette products targeted to, or whose marketing is likely to promote use by, minors.

The FDA specified that this enforcement guidance applies to retailers selling such products.

Previous City Council Consideration

At the October 28, 2019 City Council meeting, the Council considered a referral from former Councilmember Shelly Masur and asked staff to return with more information to consider prohibiting the sale of flavored tobacco and electronic cigarettes within Redwood City. Staff returned to the City Council with a Study Session on March 9, 2020 to present data and examples of local flavored tobacco and electronic cigarette ordinances from the County of San Mateo and the City of South San Francisco for City Council consideration. During the Study Session, several Councilmembers expressed interest in pursuing a local prohibition on flavored tobacco and electronic cigarettes and provided initial feedback for staff to consider when preparing to return to the Council with a draft ordinance. City Council direction included the following:

- Prohibit the sale of tobacco products in pharmacies
- Prohibit the sale of electronic cigarettes
- Consider an exception for businesses that offer hookah for on-site consumption, with restrictions such as requiring smoking areas to be restricted to patrons 21+, prohibiting sales for off-site consumption, restricting smoking hours, and prohibiting flavored hookah
- Consider shortening the six-month grace period staff recommended for beginning enforcement

- Consider legal possibility of prohibiting retail tobacco businesses from operating in close proximity to sensitive receptors
- Clarity how the City will enforce the ordinance

ANALYSIS

Since the March 9, 2020 Study Session, City staff have considered a variety of factors when preparing to return to the City Council with a draft ordinance, including review of similar legislation enacted within the county, consideration of newly available data, and consideration of public sentiment around flavored tobacco and the threat posed to youth and young adults in our community. As a result, staff present a draft ordinance (Attachment A) for City Council review and consideration.

Sale or distribution of flavored tobacco products prohibited

Following the example set by many other cities and counties, the draft ordinance calls for a ban on the sale and distribution of flavored tobacco products in Redwood City. Based on feedback received from Councilmembers during the Study Session, the draft ordinance extends to the sale of menthol and mint-flavored tobacco products. It should be noted that three current Councilmembers were not serving on the City Council at the time of the Study Session in 2020.

Based on individual Councilmember feedback received during the March 2020 Study Session, the draft ordinance includes an exception for businesses which sell flavored tobacco for on-site hookah consumption pursuant to a properly issued tobacco retailer's permit as of November 22, 2021. At this time, three restaurants in Redwood City could qualify for this exception and be allowed to continue selling flavored tobacco for on-site hookah consumption: Pasha, Rockn' Wraps, and The Sandwich Spot. . Per the draft ordinance, these establishments will be required to maintain valid tobacco retailer's permits issued by San Mateo County Environmental Health Services in order to continue their current business practices. Redwood City does not issue tobacco-related permits. As written, the draft ordinance would prohibit new tobacco retail license holders who obtain their permits after November 22, 2021 from offering flavored tobacco for on-site hookah consumption.

Sale or distribution of electronic cigarettes and electronic smoking devices prohibited (except for electronic smoking devices used for cannabis consumption)

In alignment with some other neighboring cities and counties, the ordinance prohibits the sale or distribution of electronic cigarettes and electronic smoking devices. It should be noted that electronic smoking devices used for cannabis consumption are not subject to staff's proposed prohibition on the sale and distribution of electronic smoking devices in Redwood City.

Sale or distribution of tobacco products by a pharmacy prohibited

In alignment with some other neighboring cities and counties, the proposed ordinance prohibits the sale or distribution of all tobacco products by a business that contains a pharmacy.

Proposed implementation and timeline

If no changes are proposed during the first reading, staff plans to return the City Council on December 20, 2021 for the second reading and adoption of the ordinance. As written, the ordinance will take effect on April 1, 2022 in order to provide time to adequately inform affected retailers about the steps they can take to comply with the new prohibitions. Delayed implementation has been common among neighboring cities who have adopted similar ordinances.

Building upon existing outreach, as discussed below, following ordinance adoption staff will send correspondence to all tobacco license holders in Redwood City informing them of the change in local regulation and letting them know how they can comply. Outreach to businesses will be bolstered by the expertise of staff from the San Mateo County Tobacco Prevention Program, who will conduct direct outreach to businesses and provide further education about the changes they can expect. Other neighboring cities have also successfully leveraged the County's expertise in conducting outreach to businesses during their implementation phase.

Enforcement

Once the ordinance takes effect, tobacco retailers who continue to sell flavored tobacco products place themselves at risk of receiving a fine and/or having their tobacco retailer license suspended for non-compliance. Redwood City Code Enforcement Division staff will work with the Environmental Health Department of San Mateo County to administer complaint driven enforcement beginning with investigation by the Redwood City Code Enforcement Division and referral of any violations to the County. The Redwood City Police Department will continue to enforce against the sale of all tobacco products to minors.

San Mateo County Tobacco Retail License Holders

According to the San Mateo County Environmental Health Department, which administers the tobacco retail licensing program locally, there are 58 tobacco retail license holders in Redwood City. Staff have categorized the permit holders based on business type to illustrate which businesses may be impacted most by the proposed ordinance.

Business Category	Number of License Holders*
Pharmacy	2
Tobacco Retail	3
Restaurant/Hookah Lounge	3®
Grocery Store	9
Gas Station	19
Liquor Store/Convenience Store	22
Total	**58**

*San Mateo County Environmental Health Services list of Tobacco Retailers licensed to sell tobacco products in Redwood City

®Restaurants are the three establishments currently offering flavored tobacco for on-site hookah consumption and who would be granted the exception under the draft ordinance

Based on analysis of the types of businesses with tobacco retail licenses issued by the County, staff anticipate the most significant impacts will likely be experienced by those retailers who derive the majority of their revenue from the sale of tobacco-related products. Three businesses fall into this category.

Outreach to stakeholders

Prior to the March 9, 2020 City Council Study Session, staff met personally with over a dozen tobacco retailers to discuss how a future ordinance may impact their business. Business owners were encouraged to attend the Study Session and share their feedback with the City Council. During the Study Session, staff proposed a robust outreach campaign to engage stakeholders before planning to return to the City Council with a draft ordinance in September 2020. In the days following the March 9, 2020 City Council meeting, the San Mateo County Chief Health Officer declared a County-wide state of emergency due to the growing concerns around the Covid-19 virus. Due to restrictions imposed, the City was unable to conduct the planned outreach activities.

Ahead of current City Council consideration, staff mailed letters to all tobacco retail license holders informing them of upcoming City Council consideration and again encouraging them to take part in the conversation. Staff have also continued to provide periodic updated in the City's Economic Development Newsletter.

Additionally, staff reached out to all three restaurant businesses that offer on-site hookah to inform them of the requirements to maintain an exemption under the proposed ordinance. In speaking with each business owner, staff learned that all three businesses currently restrict hookah service to patrons 21 years and older and do not offer hookah service until after 5 p.m. While these business practices are commendable, if SB 793 is upheld by the voters and takes effect, the legislation would require businesses offering hookah for on-site consumption to prohibit patrons below the age of 21 years at all times, not just during specified hours. Finally, all three business owners stated that if they were prohibited from offering hookah to their patrons they would most likely experience significant economic hardship due to the associated loss of revenue. It should be noted that if SB 793 passes, the possible economic hardship referenced by the business owners would be beyond the City's control.

In addition to engaging the business community, City staff have engaged organizations and community members who advocate for stronger legislation around flavored tobacco and electronic cigarettes. In December 2020, staff met with representatives from the County's Tobacco Prevention Program to discuss partnership opportunities to reduce the negative effects of flavored tobacco and e-cigarettes in our community and to educate local retailers about the dangers associated with the products they sell.

In late October 2021, staff attended a meeting of the Tobacco Retail Workgroup ("Workgroup") to receive an update on similar efforts to impose flavored tobacco and electronic cigarette prohibitions throughout the region. The Workgroup is hosted by the San Mateo County Tobacco Education Coalition (TEC) and meeting attendees included representatives from the American Heart Association, the Bay Area Community Health Advisory Council (BACHAC), San Mateo County's Tobacco Prevention Program and Stanford University. At the meeting, representatives from the various agencies shared their experience and encouraged Redwood City to take a strong stance against the sale of flavored tobacco and electronic

cigarettes through the proposed ordinance. The Workgroup strongly advocated against offering any exceptions, such as the one currently proposed for businesses that currently offer on-site hookah consumption. The Workgroup also shared that there is an ongoing effort to strengthen San Mateo County's flavored tobacco ban by encouraging the County to do more to actively enforce the ban and ensure compliance by retailers rather than relying on a complaint-driven approach. City staff will continue to monitor action taken by the County and keep the City Council apprised of changes that may impact local enforcement.

FISCAL IMPACT

Staff anticipates a minimal loss in sales tax revenues as a result of the prohibition on these products.

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

The City sent a letter to all businesses in Redwood City with an active tobacco retail license on file with the County of San Mateo informing them of the proposed legislation and the meeting date at which the City Council would consider the proposal. Public notification was also 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 pursue one or more of the following alternatives.

General alternatives:

1. Do not prohibit the sale of flavored tobacco;
2. Do not prohibit the sale of electronic cigarettes;
3. Do not prohibit the sale of tobacco products in pharmacies;
4. Postpone City Council action pending the outcome of the referendum vote on SB 793;
5. Direct staff to return with a revised ordinance based on feedback provided by the City Council.

Hookah-related alternatives:

1. Direct staff to modify the ordinance to prohibit all flavored tobacco products with no exceptions for businesses that offer on-site hookah consumption pursuant to a tobacco retailer's permit at the time the ordinance goes into effect;

2. Direct staff to develop a new permit program for businesses that offer flavored tobacco for consumption at on-site at establishments serving hookah, which would require staff to return to the City Council with an updated proposal identifying the staff resources required to administer a new program.

ATTACHMENTS

Attachment A – Draft Ordinance

REPORT PREPARED BY:

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APPROVED BY:

Alex Khojikian, Assistant City Manager
Melissa Stevenson Diaz, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADDING ARTICLE VI TO CHAPTER 15 (SMOKING REGULATIONS) OF THE CITY CODE OF THE CITY OF REDWOOD CITY PROHIBITING THE SALE OF FLAVORED TOBACCO AND ELECTRONIC CIGARETTES AND THE SALE OF TOBACCO PRODUCTS IN PHARMACIES, AND AMENDING ARTICLE III (TOBACCO RETAIL PERMIT) OF CHAPTER 15 (SMOKING REGULATIONS) TO CLARIFY THAT PHARMACIES CANNOT OBTAIN A TOBACCO RETAILER'S PERMIT

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat; and

WHEREAS, flavored tobacco products are commonly sold by California tobacco retailers; and

WHEREAS, about 2,500 children in the United States try their first cigarette each day and 81% of youth who have ever used a tobacco product report that the first tobacco product they used was flavored; and

WHEREAS, electronic smoking device (or e-cigarette, vape, vape pen, e-hookah, etc.) usage by youth has been rising and the devices are now the most commonly used tobacco products among middle and high school students; and

WHEREAS, the 2018 Monitoring the Future Study found that over 60% of 10th grade students said it was easy to get vaping devices and e-liquids and the 2018 National Youth Tobacco Survey found that middle and high school students can obtain devices and e-liquids from vape shops, gas stations and convenience stores; and

WHEREAS, the United States Surgeon General has stated that the brains of youth and young adults are more vulnerable to the negative consequences of nicotine exposure; and

WHEREAS, by selling tobacco products of any type, pharmacies reinforce positive social perceptions of smoking, convey tacit approval of tobacco use, and send a message that it is not dangerous to smoke or vape; and

WHEREAS, the Tobacco and Education Research Oversight Committee for California, as well as the American Pharmacists Association, the California Pharmacists Association, and the California Medical Association have called for the adoption of state and local prohibitions of tobacco sales in drug stores and pharmacies; and

WHEREAS, there is no Constitutional right to smoke or use electronic smoking devices; and

WHEREAS, local governments have broad latitude to regulate activities that are injurious to the public's health and safety.

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

Section 1. Section 15.21 of Article III (Tobacco Retail Permit) of Chapter 15 (Smoking Regulations) of the City Code of Redwood City is hereby amended by adding the text shown in double underline (underline) and deleting the text shown in strikeout (~~example~~) to read as follows:

Sec. 15.21. - PERMIT REQUIRED:

It shall be unlawful for any retailer, individual, or entity to sell or offer for sale any tobacco products without first obtaining and maintaining a valid tobacco retailer's permit from the Environmental Health Division of the San Mateo County Department of Health (the "Environmental Health Division") for each location where such sales are conducted. Permits are valid for one (1) year and shall be renewed annually. Pharmacies, as defined in Section 15.40 of Article VI of this Chapter, may not obtain a tobacco retailer's permit.

Section 2. Article VI is hereby added to Chapter 15 (Smoking Regulations) of the City Code of Redwood City to read as follows:

ARTICLE VI. – PROHIBITING THE SALE OF FLAVORED TOBACCO, ELECTRONIC CIGARETTES, AND THE SALE OF TOBACCO PRODUCTS IN PHARMACIES

Sec. 15.40. – DEFINITIONS.

For the purposes of this Article the following definitions shall govern unless the context clearly requires otherwise:

CHARACTERIZING FLAVOR means a distinguishable taste, aroma, or both, other than the taste or aroma of tobacco, imparted by a tobacco product or any byproduct produced by the tobacco product. Characterizing flavors include, but are not limited to, tastes or aroma relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma or both, as described in the first sentence of this definition that constitutes a characterizing flavor.

CONSTITUENT means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.

DISTINGUISHABLE means perceivable by either the sense of smell or taste.

DISTRIBUTE or DISTRIBUTION means the transfer by any person other than a common carrier, at any point from the place of manufacture or thereafter, to a person who sells the electronic cigarette or other electronic smoking device.

ELECTRONIC CIGARETTE has the meaning set forth in Section 30121 of the California Revenue and Taxation Code, as may be amended from time to time.

ELECTRONIC SMOKING DEVICE means an electronic device that can be used to deliver an inhaled dose of nicotine, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, or any other product name or descriptor.

FLAVORED TOBACCO PRODUCT means any tobacco product that contains a constituent that impacts a characterizing flavor.

HOOKAH means a tobacco pipe with one or more long and flexible tubes, which draws smoke from tobacco products through water contained in a bowl.

LABELING means written, printed, pictorial, or graphic matter upon any tobacco product or any of its packaging.

PACKAGING means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

PERSON has the meaning set forth in Section 1.2.18 of this Code.

PHARMACY means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

SELL, SALE or TO SELL mean any transaction where, for any consideration, ownership is transferred from one person or entity to another including, but not limited to any transfer

of title or possession for consideration, exchange or barter, in any manner or by any means.

TOBACCO PRODUCT means any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; and any electronic device that delivers nicotine to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar or electronic pipe. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

TOBACCO RETAILER means any store, stand, booth, concession or any other enterprise that engages in the retail sale of tobacco products.

Sec. 15.41. – SALE OR DISTRIBUTION OF FLAVORED TOBACCO PRODUCTS PROHIBITED.

A. No person or tobacco retailer shall sell or distribute any flavored tobacco product, except those businesses with a valid tobacco retailer's permit selling flavored tobacco for on-site hookah consumption as of November 22, 2021.

B. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the tobacco product has or produces a characterizing flavor including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the tobacco product has a characterizing flavor.

Sec. 15.42 – SALE OR DISTRIBUTION OF ELECTRONIC CIGARETTES AND ELECTRONIC SMOKING DEVICES PROHIBITED.

A. No person or tobacco retailer shall sell or distribute any electronic cigarette or electronic smoking device.

Sec. 15.43 – SALE OR DISTRIBUTION OF TOBACCO PRODUCTS BY A PHARMACY PROHIBITED.

A. No pharmacy or pharmacy employee or agent shall sell or offer for sale any tobacco product.

B. No new tobacco retailer permit may be issued to a pharmacy under Article III of this Chapter.

C. No existing tobacco retailer permit issued under Article III of this Chapter may be renewed by a pharmacy.

Sec. 15.44 – ENFORCEMENT.

A. The City Manager, or their designee, may enforce the provisions of this Article. Additionally, the County's Health System Chief, or their designee, may enforce the provisions of this Article.

Section 3. If any section, paragraph, sentence or word of this ordinance or of the Code hereby adopted should for any reason, be found invalid, it is intended that all other portions of this ordinance independent of any such portion as may be declared invalid shall be valid.

Section 4. This adoption of this ordinance is exempt from CEQA pursuant to Section 15061(b) (3) because it can be seen with certainty that adoption of this ordinance will not have a significant adverse effect on the environment.

Section 5. The City Clerk shall publish this ordinance in accordance with applicable law.

Section 6. This ordinance shall take effect on April 1, 2022.

* * *

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 22, 2021

SUBJECT

Compensation adjustments for the City Manager and City Attorney covering the years 2019, 2020 and 2021, and amendments to the City's Classification and Wage and Salary Plan to update the salary ranges to incorporate the compensation adjustments for the City Manager and City Attorney

RECOMMENDATION

1. Adopt a resolution approving and authorizing the Mayor to execute the fifth amendment to the employment agreement for the City Manager to provide for an adjustment to compensation, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Manager; and
2. Adopt a resolution approving and authorizing the Mayor to execute the fourth amendment to the employment agreement for the City Attorney to provide for an adjustment to compensation, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Attorney.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City strives to maintain a compensation structure that provides salaries and benefits that are competitive within the labor market to attract and retain highly qualified employees. Salaries and benefits for the Council-appointed positions, the City Manager and City Attorney, are reviewed by the City Council on an annual basis, concurrently with the time of the employee's annual performance evaluation. When evaluating compensation, adjustments are typically made with consideration given to employee

performance, cost of living increases provided to other City employees, total compensation relative to the City's survey of benchmark cities, internal pay equity, and the current financial conditions of the City.

City Manager Melissa Stevenson Diaz has been serving as City Manager since October 12, 2015, and most recently received a three percent (3%) salary increase on October 14, 2019. City Attorney, Veronica Ramirez has been serving as City Attorney since September 6, 2016, and most recently received a three percent (3%) salary increase on September 2, 2019.

In January 2020, Mayor Howard appointed an Ad Hoc Committee of the City Council (Mayor Howard, Vice Mayor Masur) to discuss 2019 compensation adjustments for the City Manager and the City Attorney. In February 2020, the Ad Hoc Committee met to discuss 2019 compensation adjustments and developed a recommendation for a three percent (3%) cost of living and three percent (3%) merit increase for both the City Manager and City Attorney, and a one percent (1%) internal equity adjustment for the City Manager. The Ad Hoc Committee's recommendation was to be considered by the City Council on March 23, 2020. On March 12, 2020, the City of Redwood City adopted a resolution proclaiming the existence of a local emergency caused by the COVID-19 virus and the City Manager and City Attorney requested that the compensation item planned for March 23, 2020 be deferred so that the City Council could consider COVID-19 related matters.

In May 2020, the Ad Hoc Committee met again and their recommendation remained the same but due to the COVID-19 pandemic and associated financial challenges facing the City, both the City Manager and City Attorney requested to forgo their 2019 three percent (3%) merit increase, and in addition, the City Manager requested to forgo the 2019 one percent (1%) internal equity adjustment. The Ad Hoc Committee expressed appreciation for these requests, and revised their recommendation to the City Council that the City Manager and City Attorney receive three percent (3%) cost of living adjustment for 2019. The City Council approved a three percent (3%) cost of living adjustment for 2019 for both the City Manager and the City Attorney on June 8, 2020.

The City Council conducted performance evaluations for the City Manager and City Attorney in August and September 2020, and again in August and September of 2021. All of the performance evaluations were professionally facilitated and resulted in both positive and constructive feedback as well as tangible performance goals for the years ahead. However, despite the positive performance evaluations in 2020, neither cost of living nor merit compensation increases were considered at that time for the City Manager or the City Attorney given the ongoing pandemic and associated financial challenges facing the City. Subsequently, in 2020, the rest of the represented City workforce all received a cost of living increase (3.0% - 3.5%), and/or a merit increase if they were eligible.

ANALYSIS

This year's annual performance review process included not only the City Council interviews and evaluations, but also a positive 360-degree executive staff evaluation for both the City Manager and City Attorney. After the performance evaluations, an Ad Hoc Committee (Mayor Howard, Vice Mayor Hale, and Councilmember Aguirre) considered appropriate salary and benefit adjustments for the City Manager

and City Attorney, with consideration given to job performance, compensation adjustments given to other City employees, internal equity, and relative compensation comparisons within the labor market.

In order to reward successful performance, to provide the same cost of living increase provided to other City employees, and to maintain competitive compensation packages, the Ad Hoc Committee recommended the following salary increases for the City Manager and the City Attorney to cover the delayed increases in 2019 and 2020, as well as cost of living and merit increases for 2021. Because the previously recommended salary increases were held off due to uncertainty of the economy, the effective date will be the first pay period after July 1, 2021 (July 5, 2021).

	Current Annual Salary	**Increase Recommended by the Ad Hoc Committee on March 23, 2020 (for 2019)**	**Increase Recommended by the Ad Hoc Committee and Approved by the City Council on June 8, 2020 (for 2019)**	**Increase Recommended by the Ad Hoc Committee on November 8, 2021 (for 2019, 2020, and 2021)**	**New Annual Salary**	**Effective Date**
City Attorney	$259,152	3% COLA 3% Merit	3% COLA *City Attorney requested to forgo the 3% merit increase.	10%	$285,067	First pay period after July 1, 2021
City Manager	$303,864	3% COLA 3% Merit 1% Internal Equity Adjustment	3% COLA *City Manager requested to forgo the 3% merit and 1% internal equity adjustment.	10%	$334,250	July 5, 2021 (First pay period on or after July 1, 2021)

The recommended increases bring both the City Manager and City Attorney's base salary up from being significantly below the average of the labor market comparisons to being slightly above those same comparisons.

In addition, the Ad Hoc Committee is recommending contract changes for both the City Manager and the City Attorney to reflect that future cost of living or other compensation adjustments for department heads will be considered at that same time for the City Manager and the City Attorney. Further, the City Manager's contract would be further amended to reflect the Executive Management Summary of Benefits (July 1, 2020) that specifies that all Executive Management classifications shall maintain a minimum

differential of 10% above subordinate classifications, although achieving that internal equity may require one or two years to achieve.

FISCAL IMPACT

The combined proposed compensation increases for the Council appointed classifications will result in an estimated total annual cost of approximately $80,000 inclusive of salary, and salary driven benefits (such as pension contributions), and required payroll taxes. The funds for these and all employee compensation adjustments can be covered in the Fiscal Year 2021-22 Adopted 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

1. The City Council may choose not to grant a compensation adjustment for either the City Manager or City Attorney, or both.
2. The City Council may request that the Ad Hoc Committee propose an alternative compensation package for either the City Manager or City Attorney, or both.

ATTACHMENTS

Attachment A – Resolution amending the employment agreement for the City Manager and updating classification and salary plan
Attachment B – Resolution amending the employment agreement for the City Attorney and updating classification and salary plan
Attachment C – Exhibit A to Attachments A and B – Executive Management Summary of Benefits 7-1-20
Attachment D – Exhibit B to Attachments A and B – Proposed Salary Plan

REPORT PREPARED BY:

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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 AND AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER TO PROVIDE FOR AN ADJUSTMENT TO COMPENSATION, AND AMENDING THE CITY'S CLASSIFICATION AND WAGE AND SALARY PLAN TO UPDATE THE SALARY RANGE TO INCORPORATE THE COMPENSATION ADJUSTMENTS FOR THE CITY MANAGER

WHEREAS, pursuant to its authority, the Redwood City Council periodically determines whether to make adjustments to the salary and benefits plan for the appointed positions of City Manager and City Attorney; and

WHEREAS, the City Council has conducted an annual performance evaluation of the City Manager, and reviewed compensation with respect to survey data of comparable positions in benchmark cities; and

WHEREAS, the City Council seeks to acknowledge the performance of the City Manager and ensure that salary remains competitive and in appropriate alignment with other City classifications.

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

1. The Fifth Amendment to City Manager Employment Agreement, attached hereto as Exhibit A, to effectuate the compensation adjustments is approved; and

2. The Mayor is hereby authorized to execute the Fifth Amendment to City Manager Employment Agreement, attached hereto as Exhibit A; and

3. The City's Classification and Salary Plan is hereby amended to reflect increases to salary ranges as shown in Exhibit B.

4. This resolution shall be effective upon the date of its adoption.

* * *

EXHIBIT A

FIFTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This FIFTH AMENDMENT to the EMPLOYMENT AGREEMENT dated August 24, 2015 between the City of Redwood City, a Charter City and Municipal Corporation of the State of California ("City"), and Melissa Stevenson Diaz ("Employee") is entered into as of the 1st day of July, 2021.

WHEREAS, in conformance with its performance review and compensation program for its appointees, the City Council has evaluated salary survey data of comparable positions in benchmark cities, and wishes to adjust Employee's salary and benefits accordingly as well as acknowledge Employee' s performance.

WHEREAS, it is now the mutual desire and intent of the parties to amend the Agreement to increase Employee's annual salary to $334,250.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement and as provided herein, the Agreement is AMENDED to read as follows:

1. Section 3 of the Agreement, entitled "**Compensation & Benefits**," is hereby deleted and replaced with Section 3 below.

3. COMPENSATION & BENEFITS

A. Employee shall be paid three hundred thirty-four thousand two hundred fifty dollars ($334,250) per year effective the first full pay period on or after July 1, 2021, payable in installments at the same time other City executive management employees are paid. Hereafter, Employee shall receive the compensation adjustments (cost of living [COLA], lump sum payments, one-time leave hours) approved by the City Council in the same amount and at the same time as they are approved for unrepresented department heads, except for any COLA approved in 2021 for unrepresented department heads.

B. Within the next two years, Employee's base salary shall be adjusted to an amount that provides for a minimum ten percent (10%) differential above the top of the range of the highest paid department head directly supervised by Employee; and thereafter, a minimum ten percent (10%) base salary differential shall be maintained for Employee above the top of the range of the highest paid department head directly supervised by Employee.

C. The City Council shall conduct an annual evaluation each year and may also conduct quarterly evaluations. The evaluation process shall address goals and objectives set for the past twelve-month period and establish

goals and objectives for the upcoming 12-month period. The City Council shall provide Employee with its written comments, if any, during its annual evaluation of Employee, and may discuss its evaluation with Employee. At the time of evaluation, the City Council will consider performance-based salary adjustments. The City Council shall also provide an informal mid-year performance review of Employee after her first six months of employment.

D. Employee shall be entitled to the benefits specified in City of Redwood City Executive Management Summary of Benefits (Dated July 1, 2020), as it may be amended from time to time, and which is attached hereto as **Exhibit A** and incorporated herein by reference, except that Employee's annual professional development allowance shall be $2,400. Employee's annual professional development allowance may be adjusted hereafter by Council resolution. In addition, Employee shall receive:

   i) An initial vacation bank of eighty (80) hours, and an initial sick leave bank of forty (40) hours. Vacation accrual will be at the rate granted to executive management employees with twenty-four (24) years of service. Vacation shall not be accumulated in excess of two (2) years of accrued vacation leave computed to the 31st of December, except upon written authorization of the City Council.

   ii) A Cell phone allowance of $75 per month, as compensation for the regular use of a personal cell phone in the course of work.

E. The City Council agrees to budget for and pay the professional dues, subscriptions, courses, institutes, seminars and travel expenses of Employee for participation in professional activities required by law or authorized by City Council. This includes the International City/County Management Association (ICMA), League of California Cities, and Urban Land Institute. To the extent provided for in the City's annual budget, the City Council encourages Employee to attain positions of leadership in national, state, regional and local associations and organizations relevant to Employee's profession. Subject to budgetary limitations imposed by the City Council, the City Council agrees to pay for travel and subsistence expenses necessary to discharge Employee's official duties for such associations and organizations.

F. Subject to the Brown Act (Cal. Gov't Code Section 54950, and following) Employee and City agree that no later than Employee's first year anniversary of employment with City, they will discuss potential relocation and housing assistance so that Employee may move to Redwood City.

2. Effect of Amendment. Except to the extent the Agreement is modified by this Fifth Amendment, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.

3. Counterparts. This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Fifth Amendment.

This Fifth Amendment has been executed by the parties on the dates noted below.

EMPLOYEE:

_____ Dated: _____
MELISSA STEVENSON DIAZ

CITY OF REDWOOD CITY:

_____ Dated: _____
DIANE HOWARD, MAYOR

ATTEST:

_____ Dated: _____
PAMELA AGUILAR, CITY CLERK

APPROVED AS TO FORM:

_____ Dated: _____
VERONICA RAMIREZ, CITY ATTORNEY

EXHIBIT A
PROPOSED EXECUTIVE MANAGEMENT SUMMARY OF BENEFITS 7-1-20

CITY OF REDWOOD CITY

EXECUTIVE MANAGEMENT SUMMARY OF BENEFITS

Revised July 1, 2020

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The purpose of the Executive Management Summary of Benefits is to establish and maintain benefits that will attract and retain the best available talent for the City of Redwood City. Additionally, the Summary of Benefits is established to ensure Executive Management benefits stay in balance with other city employees.

I. EXECUTIVE MANAGEMENT BENEFITS APPLY TO THE FOLLOWING CLASSIFICATIONS:

Assistant City Attorney
Assistant City Manager
Assistant Parks, Recreation and Community Services Director
Assistant Public Works Director
City Clerk
Community Development and Transportation Director
Community Development Services Manager – Building
Community Development Services Manager – Engineering
Community Development Services Manager - Planning
Communications Manager
Deputy City Attorney
Deputy City Manager
Deputy Police Chief
Economic Development Manager
Finance Director
Financial Services Manager
Fire Chief
Human Resources Director
Information Technology Manager
Library Director
Parks, Recreation and Community Services Director
Police Captain
Police Chief
Public Works Services Director
Senior Assistant City Attorney

Individuals in the above classifications are at-will employees.

The following Council appointed positions will receive at a minimum all benefits of the Executive Management Group and at Council discretion any additional benefits:

City Attorney
City Manager

II. COMPENSATION

MARKET EQUITY and SALARY SETTING

The comparable labor market will include those cities that provide full-service, are in the Bay Area job pool, recognized as excellent organizations, and have comparable service outputs. These cities include Alameda, Berkeley, Hayward, Mt. View, Palo Alto, San Leandro, San Mateo, South San Francisco, and Sunnyvale. The market study shall be based on total compensation, including such factors as salary, benefits, and other employer payments typically considered when determining total compensation.

Upon Council direction the City Manager shall request external labor market comparisons for all classifications in the Executive Management Group. Upon review of the labor market comparison and the City's financial condition the City Council may approve implementation of new salary ranges for the Executive Management Group.

Individual Executive Management salaries for Department Heads are reviewed by the City Manager on an annual basis and are set anywhere within the established range based on performance. Individual Executive Management salaries for Division Managers are reviewed by the Department Head and recommended to the City Manager on an annual basis and are set anywhere within the established range based on performance.

INTERNAL ALIGNMENT

All Executive Management classifications shall maintain a minimum differential of 10% above subordinate classifications. The comparative analysis shall include the top of the range of the executive classification and the top of the range (or top step) of the subordinate classification. Premium pay received by the subordinate classification will be included in the comparison if such pay is received on a regular and continuous basis, and the supervising classification is not similarly eligible for such pay. Adjustments in salary ranges to maintain the differential will be effective the same date the subordinate class received the adjustment.

The classifications of Police Captain, Deputy Police Chief, and Police Chief shall be exempt from the internal alignment standard through June 30, 2021. Salary adjustments for these classifications shall be granted annually, with the intent of achieving the ten percent (10%) internal alignment standard over time.

Adjustments to salary ranges due to compaction may be approved by the City Manager for immediate effect, and such changes shall be submitted for Council approval as soon as practical.

EXCEPTIONAL PERFORMANCE BONUS

The City Council shall continue to provide a bonus program for the Executive Management Group that will offer incentives and commensurate rewards for exceptional service or contributions. Any bonus granted under this program is at the discretion of the City Manager and is awarded when previously established stretch goals have been met or when the City Manager deems it appropriate. Employees in the Executive Management Group are eligible to receive up to a 5% of their base salary one time each fiscal year. It is not expected that all positions will receive bonuses each year since this program is intended to recognize only exceptional performance. This program is not a method of recognizing expected or above average performance. Again, the bonus program is only for exceptional service to the city or community. Any bonus awarded under this program is not considered part of base salary nor is there any intention that any bonus serve as the basis for any future compensation.

Annually as part of the budget process, the City Manager recommends to Council an amount to be appropriated for this program for the ensuing fiscal year. This amount may be based upon experience and may be expanded or reduced in accordance with the City's financial prospects and the City Manager's/City Council's satisfaction with the program.

CITY PAID DEFERRED COMPENSATION CONTRIBUTION

Effective October 1, 2001, the City shall contribute 2% of compensation to a deferred compensation program for all Executive Management classifications.

RETIREMENT ENHANCEMENT PLAN (401-A)

All Executive Management employees shall be eligible to participate in the plan if they are employed as the City Manager, City Attorney, City Clerk, or are a Department Head, Deputy or Assistant Department Head, or Division Manager of the City of Redwood City.

The City paid contribution of 2% of compensation will go into a 401-A plan for the applicable classifications, as defined in plan document. Employee contributions shall be mandatory and determined by the City in accordance with the plan document and I.R.S. guidelines. Employee contributions effective January 1, 2017, or upon Council approval of the amended plan, whichever occurs later, shall be as listed in Appendix A.

For the purposes of this section compensation shall be defined as all regular pay and any applicable retroactive payments relating to said regular pay.

For the purposes of this section regular pay shall be defined as the amount appearing in the regular pay line on the participant's pay stub.

All Executive Management personnel will participate in the City's payroll direct deposit program. Employees shall be paid biweekly in accordance with City-wide payroll procedures.

III. LEAVE

a. **Vacation** – Vacation accruals will be set by the City Manager based on years of service with City and total public sector years or years in the industry.

Executive Management will accrue vacation based on years of service based on the following schedule:

- Date of Hire through the fourth year of service – 3.077 hours per pay period, yields 80 hours of vacation per year).
- Fifth through the ninth year of service – 4.615 hours per pay period, yields 120 hours of vacation per year.
- Tenth through the sixteen year of service – 6.154 hours per pay period, yields 160 hours of vacation per year.
- Seventeenth through the nineteenth year of service – 6.923 hour per pay period, yields 180 hours of vacation per year.
- Twentieth and subsequent years of service – 7.692 hour per pay period, yields 200 hours of vacation per year.

Vacation leave shall not be accumulated in excess of two (2) years' worth of vacation accrual computed to the 31st of December, except upon written authorization of the City Manager. In certain unique circumstances, the City Manager may authorize a payout of excess vacation leave over the maximum accrual cap.

- **Illness During Vacation** - An employee who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on sick leave.

When the employee's vacation leave is converted to sick leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance, and

a reasonable opportunity to utilize this vacation credit shall be provided within the City's existing practices in order to avoid loss of vacation credit.

b. **In-Lieu Hours** - In-Lieu Hours are established to recognize the inherent and distinctive terms and conditions of employment of Executive Management classifications. These positions are distinguished from all other merit system positions in that they serve solely at the pleasure of the City Manager or appointing authority in an exempt at will capacity, they may be removed without cause, and they are expected to work on call numerous hours beyond the regular work week without any additional form of compensation.

In partial recognition of the extra work hours expected of these positions, in-lieu hours are established. Executive Management employees are eligible to receive one hundred sixty (160) hours per calendar year of in-lieu hours. This leave may be taken as time off, or paid in cash for any portion of this leave remaining as of the payroll period which includes December 31 of the calendar year or may go into the employee's 401(a) account (where permitted by the plan document). Newly appointed Executive Management employees who have served less than one full calendar year may receive a prorated portion of this leave at the discretion of the City Manager.

c. **Holidays** - The following are recognized holidays:

New Year's Day
Martin Luther King, Jr. Day (observed on the third Monday in January)
President's Day (observed on the third Monday in February)
Memorial Day (observed on the last Monday in May)
Independence Day
Labor Day (observed on the first Monday in September)
Veterans Day (observed November 11)
Thanksgiving Day
The Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Two Administrative Holidays

- **Administrative Holiday** - At the option of the employee, an employee may receive pay at the employee's straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding twenty-six (26) pay periods), payment will be made no later than the first pay period in February.

- **Holiday During Vacation** - In the event any of the holidays above occur while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

d. **Sick Leave** - Sick leave with pay shall be granted to all regular employees except as hereinafter provided, at the rate of one (1) working day for each full calendar month of service (3.693 hours per pay period), credited on a biweekly basis.

Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease, and caring of family members or domestic partner whose illness required the employee's care. Sick leave may also be utilized for specified circumstances as provided for by City Policy and State and Federal law, including use of up to one-half of sick leave accrued in any calendar year to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Unused sick leave may be accumulated to maximum sick leave credits of 1200 hours.

In the event an employee has accumulated the maximum sick leave credits of 1200 hours and the employee becomes so severely ill that he exhausts his/her sick leave, the City Manager may authorize additional sick leave to include any sick leave in excess of the 1200 hours maximum which may have been lost due to the maximum limitation; provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer.

An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the first twenty-six (26) pay periods in the calendar year) by requesting payment of unused sick leave in writing to the Director of Finance no later than December 1 prior to the calendar year in which leave is

earned. Payment shall be made at fifty percent (50%) of the unused sick leave hours accrued for that calendar year at the salary for the year the payment is being made and shall be made after December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum of 1200 hours.

If an employee terminates his/her employment, for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

Employees who retire from City employment with benefits from PERS or who die while in the employ of the City shall be eligible to receive fifty percent (50%) of accrued unused sick leave. In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Human Resources Division, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the employee's insurance policy will receive the payment of such unused sick leave as provided under the provisions for an employee who elects to receive compensation in lieu of sick leave credits.

Employees discharged shall not be eligible for payment of unused sick leave.

- **PERS Sick Leave Credit** - In the event the PERS sick leave credit contract option is provided to any employee organization in the miscellaneous group of employees, all Executive Management employees shall be granted this benefit.

e. **Absences Less Than One (1) Day** - Executive Management shall charge the appropriate leave balances (vacation, sick, administrative) only for absences of one (1) or more working days.

f. **Industrial Disability Leave**

Non-Safety employees hired on or after April 1, 1983, shall be entitled to industrial disability leave without loss of compensation for the period of such disability to a maximum of sixty (60) days or until retirement, whichever occurs first. In accordance with Labor Code 4850, public safety employees shall be entitled to industrial disability leave without loss of compensation for the period of such disability to a maximum of one (1) year, or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any salary replacement benefit payments received as a result

of workers' compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by workers' compensation.

g. **Bereavement Leave** – In the event of a death in the immediate family member of an employee in the Executive Management Group that employee, upon request, shall be granted such time off with pay as is necessary to make arrangements for and/or attend the funeral not to exceed three (3) regularly scheduled working days or four (4) days in the event the funeral is 300 or more miles from the City. For bereavement leave, immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, half-brother, half-sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparent, grandchild, and stepfather, stepmother, stepchild in those cases where direct child rearing-parental relationship may be demonstrated to have existed.

h. **Military Leave** - The provisions of the Military and Veterans Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves.

i. **Parental Leave of Absence Without Pay** - Qualifying employees shall be granted upon request a leave of absence without pay for the purpose of parent-child bonding following the birth of a child or the placement of a child in the employee's family for adoption or foster care for a period of up to one (1) year.

The employee on leave shall be returned to his/her original position or if that position is not in existence, to an equivalent position within his/her classification.

A parental leave is granted without pay for the duration of leave. Where an employee has accrued paid vacation, NAVL, compensatory time, or sick leave, that paid leave may be substituted for all or part of any unpaid parental leave. The City may also require use of paid accrued leave during parental leave in accordance with City policy and Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) regulations.

The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave. Medical and dental insurance coverage during any portion of parental leave that does not run concurrently with FMLA, CFRA or PDL shall be at the employee's own expense.

Parental Leave shall run concurrently with leave provisions provided under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), in accordance with State and Federal Law and City policy.

In any case in which two employees of the City are entitled to parental leave for the same child, the aggregate number of workweeks of parental leave to which both may be entitled shall be limited to fifty-two (52) workweeks during any twelve (12) month period.

j. **Leave for Pregnancy Disability** – In accordance with the California Fair Employment and Housing Act and City policy, employees are entitled to pregnancy disability leave.

k. **Family and Medical Leave**
In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993, and City policy, qualifying regular part-time and full-time employees are entitled to leave.

l. **Court Appearance Leave** - Leave for court appearance shall be granted by the City for court appearance on behalf of the City with no loss of salary.

m. **Jury Duty** - Any employee whose name shall be selected from the list of trial jurors to serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work; provided, however, that the City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any employee required to serve as a juror shall not have his/her regular starting or quitting time changed as a result of being called for jury service.

n. **Leave of Absence** - Upon written request of an employee, the City Manager may grant a leave of absence without pay for a period not to exceed one (1) year. Any authorization for a leave of absence without pay shall be made in writing by the City Manager.

During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the City. The City may cancel the leave of absence or terminate any employee who violates the terms and conditions of the written permission for the leave.

Unless required by law, employees shall not receive City contributions to benefits or accrue vacation, sick leave or other paid leave, during leave of absence without pay. Employees on unpaid leave of absence may continue group health insurance coverage provided the employee pays the entire cost of coverage for the option

selected. Late payment may result in cancellation of health plan coverage with no-reinstatement allowed.

IV. HEALTH BENEFITS

Medical Insurance/Cafeteria Plan - The City agrees to contract with the California Public Employee's Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et, seq.), for the purpose of providing medical insurance benefits for employees

The City's maximum contribution for each eligible, active employee for a Health Benefit Plan (as referenced in Government Code Section 22892) shall not exceed the CalPERS minimum contribution, adjusted annually by the CalPERS Board to reflect any change to the medical care component of the Consumer Price Index.

All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et. Seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees. In the event there are any costs not charged to the City due to delays by CalPERS and/or other administrative agencies in calculating, or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.

The health plans offered shall be those of the California Public Employee's Retirement System (PERS) or any other reasonably comparable health plan options.

The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan establishing the following individual accounts for each active employee:

A. Group Health Plan Medical Premiums
B. Flexible Spending Account for Dependent Care
C. Flexible Spending Account for Medical Expenses

Effective January 1, 2012, the City's monthly contribution for each eligible full-time employee for the aforementioned Cafeteria Plan shall be equal to ninety percent (90%) of the premium of the health plan and level of coverage selected by the employee, up to ninety percent (90%) of the CalPERS Bay Area Kaiser Family Premium per employee, minus applicable administration fees.

Health Savings/Cash Option – Effective January 1, 2012, if an employee elects no City-offered health insurance coverage and provides attestation of alternate "minimum essential coverage" for the employee and all individuals in his or her tax family, $200 per month may be taken as cash. The employee may also elect to have such funds deposited in a Flexible Spending Account (FSA) or Dependent Care Reimbursement Account.

Retiree Health – For Executive Management employees hired before January 1, 2013 who have five (5) years of service, or hired on or after January 1, 2013 who have ten (10) years of service, and retire under the City's retirement plan within one hundred twenty (120) days of separation from City employment, the retirement stipend paid by the City shall be as follows:

Retiree Health Tier 1: For retirees hired by the City before September 1, 2018, the City's stipend shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

For Retiree Health Tier 1 retirees hired by the City before September 1, 2018, who reside in other higher priced regions, the City's stipend shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage based on the Bay Area Regional pricing schedule. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

Retiree Health Tier 2: For retirees hired by the City on or after September 1, 2018, the City's stipend shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

For Retiree Health Tier 2 retirees hired by the City on or after September 1, 2018, who reside in other higher priced regions, the City's stipend shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

For Retiree Health Tier 2 employees who separate employment via a service retirement during the term of this MOU, this benefit shall continue until the retiree becomes eligible for Medicare. Once the retiree becomes eligible for Medicare, the City's stipend shall not exceed the single party cost of the "Kaiser Permanente SR Advantage Plan." Should that

plan be abolished, the City's stipend will not exceed the single party cost of the next most comparable plan. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

Dental Insurance - The City shall continue to provide to eligible employees and dependents, including domestic partners, dental insurance. Coverage to be as follows: $2,100 annual cap for basic coverage and $2,500 lifetime cap for orthodonture effective October 1, 2001. The City will pay ninety percent (90%) of the dental insurance premium for eligible employees and dependents.

Vision Care - The City shall continue to contract with Vision Service Plan (VSP) or a comparable vision care provider to provide vision care benefits for employees and their dependents including domestic partners. The Vision Service Plan B provides for an exam every twelve (12) months, lenses every twelve (12) months if needed, and frames every twenty-four (24) months if needed. There will be no deductible for employees, but a twenty dollar ($20.00) per person deductible will apply to dependents each time benefits are available and will be paid by the employee. The City will pay ninety percent (90%) of the vision insurance premium for eligible employees and dependents.

Savings Clause – If, pursuant to any federal or state law which may become effective subsequent to the effective date of this policy, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical programs shall be suspended and the contributions agreed to be paid monthly hereunder by the City shall be reduced each month by the amounts which the city is required to expend during such month in the form of contributions or taxed to support said federal or state health plan.

If, as a result of such law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under the existing major plan, the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the existing major plan. The City need only expend for this purpose the actual amount required to achieve parity between the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution.

Life Insurance – The City shall provide "basic" life insurance coverage of three thousand dollars ($3,000) to all members of the Executive Management Group. The City shall offer to eligible employee's additional life insurance equal to one and one-half (1-1/2) times the employee's annual salary at a 60/40 premium contribution split between the City and the employee respectively.

Long Term Disability - The City will contract to provide Long Term Disability Insurance for Executive Management employees. The City will pay the full cost of the basic rate (basic rate provides for up to a three thousand dollars ($3,000) maximum monthly payout). A buy-up option will be included to offer the employee the opportunity to increase their coverage, at their own expense, up to an additional three thousand dollars ($3,000) monthly payout. The total maximum monthly payout available will be six thousand dollars ($6,000).

Social Security - In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

COBRA - The City may cause employees not entitled to the benefits set forth in this Article who are allowed to remain on a City health insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to be charged for such coverage at the maximum rate permissible by law (presently 102% of the premium for an active employee).

V. RETIREMENT

Public Employees' Retirement System (PERS) -

Tier 1: For employees hired before October 24, 2011, the City shall provide the Local Miscellaneous Members Section 21354.5 two and seven-tenths percent (2.7%) at age fifty-five (55) retirement formula, and the Public Safety members Section 21362.2 three percent (3%) at age fifty (50) retirement formula. Final compensation is calculated based on the single highest year in accordance with Government Code Section 20042.

Tier 2: - Retirement benefits for employees hired on or after October 24, 2011, and do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f), shall be those established by the Public Employees' Retirement System (PERS) for Local Miscellaneous Members two percent (2%) at sixty (60) formula retirement plan in accordance with Government Code Section 21353, and for Safety Members three percent (3%) at Age Fifty-Five (55) formula retirement plan in accordance with Government Code Section 21363.1. Final compensation is calculated based on the

average of three years of employment in accordance with Government Code Section 20037.

Tier 3: - For employees hired on or after January 1, 2013 and meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan for Local Miscellaneous Members, and two and seven-tenths percent (2.7%) at age fifty-seven (57) formula retirement plan for Local Safety members in accordance with Government Code Section 7522.20. Final compensation is calculated based on the average of three years of employment, in accordance with Government Code Section 7522.32.

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions, which consists of one-half of the total normal costs for pension. New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

Employee Member Contribution

Effective October 31, 2016 the employee shall pay the full required employee contribution in accordance with the established plan. The current required contribution rates are as follows:

	Miscellaneous Members	Public Safety Members
Tier 1	8%	9%
Tier 2	7%	9%
Tier 3*	6.25%	12.75%

*The mandatory contribution for Tier 3 Members is 50% of the normal cost of the benefit, subject to change each fiscal year.

Employee Contribution to Employer Share of Pension - The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

Effective July 10, 2017 in accordance with Section 20516(f) of the Government Code, Miscellaneous Member employees in Tier 1 and Tier 2 retirement formula plans shall pay a total of seven percent (7%) of salary toward the employer cost of retirement. Public Safety Member employees in Tier 1 and Tier 2 retirement formula plans shall continue to pay a total of nine percent (9%) of salary toward the employer cost of retirement. All employees in the Tier 3 retirement formula plans shall continue to pay a total of two percent (2%) of salary toward the employer cost of retirement. The current contribution rates are as follows:

	Miscellaneous Members	Public Safety Members
Tier 1	7%	9%
Tier 2	7%	9%
Tier 3*	2%	2%

The contributions to the employer share of pension shall not be credited to the employee account at CalPERS and shall not be reimbursed to the contributor by the City at any time for any reason.

PERS Military Leave Credit Option – Members who are qualified may apply to PERS for up to four- (4) year's military credit. The individual employee would be responsible for payment of all the costs of this benefit except for the contractual option between the City of Redwood City and the Public Employees Retirement System.

VI. REIMBURSEMENTS/ALLOWANCES

a. **Educational Expense Reimbursement** - Executive Management employees shall be eligible for reimbursement of costs of tuition, registration fees, books and supplies, and other educational expenses incurred in connection with enrollment in and successful completion of courses of instruction related to the employee's position with the City or a higher position with the City.

An Executive Management employee shall be eligible to receive reimbursement not to exceed one thousand five hundred dollars ($1,500.00) per fiscal year, provided that the courses of instruction require attendance at an accredited community college or university, are part of a curriculum leading to a degree, are approved in advance of enrollment by the Human Resources Division, and the employee successfully completes such course submitted for reimbursement with a grade of "C" or better. The Educational Expense Reimbursement Program may be used for professional development workshops or seminars, and with approval of both the Department Head and City Manager, for participation in leadership development programs.

b. **Professional Development Reimbursement** – Reimbursement for authorized personal development and improvements will be granted to Executive Management up to a maximum of seven hundred and fifty dollars ($750.00) per fiscal year. The following items are examples: Civic, community and professional organizations; professional development costs such as purchase of personal computers and related devices, tuition for job-related seminars, conferences and educational work or other professional development membership costs not included in the departmental budget. With department head and City Manager

approval, personal well-being activities such as fitness and gym membership fees can be applied to the $750.00 per year.

Professional development requires approval by both the Department Head and City Manager.

Taxability of this benefit allowance is governed by the provisions of the Internal Revenue Code and State and local regulations. Upon separation of employment, the employee retains ownership of any devices purchased with Professional Development funds.

c. **Auto Allowance** - Executive Management employees who are required to keep available a privately-owned vehicle for use in traveling on City business during his/her working days as a condition of employment shall receive an amount equal to estimated actual costs, including costs of fuel, maintenance, repairs insurance and depreciation, which amount shall not exceed $400.00 per month for Department Heads and $300.00 for all other Executive Management employees.

Executive Management employees may receive additional compensation based on the current prescribed IRS mileage reimbursement rate per mile for work-related travel outside the Bay Area, where the total round-trip exceeds 150 miles from the employee's regular work location. Mileage records shall be maintained for establishing such payment.

For travel where the total round-trip exceeds three hundred (300) miles, additional compensation shall not exceed actual coach air fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided.

Executive Management employees may be eligible to receive a city vehicle in-lieu of auto allowance upon authorization from the City Manager.

d. **Uniform Allowance –** Effective July 1, 2018, Fire Chief, Police Chief, Deputy Police Chief and Police Captains shall be paid an annual uniform allowance of eight hundred dollars ($800.00). Uniform allowance will be paid on a pay period basis at twenty eight dollars and forty-six cents ($30.77) per pay period as part of their regular paychecks. For classic CalPERS members as defined by PEPRA, the City will report to CalPERS the monetary value of this uniform allowance on a per pay period basis.

e. **Cellular Phone Stipend** – Employees required to use a cell phone for City business shall receive a cellular phone stipend of thirty-four dollars and sixty-two cents ($34.62) per pay period. Employees who are issued a City-owned cellular

phone for City business are ineligible for the cellular phone stipend. The City Manager may authorize a cell phone stipend for certain employees in the Confidential Unit.

f. **Other Expenses** - Upon approval of the City Manager and department head, the City will reimburse employees for expenses incurred in performance of their assigned job duties when such other expenses are other than, or in addition to, expenses based upon mileage transportation costs, in accordance with the City's travel policy.

g. **Compensation for Vehicular Damage** - The existing City policy on Use of City Owned and Private Vehicles for City Business in effect currently and as subsequently amended, shall be followed.

h. **Licenses and Certificates** - Employees who are required by State or Federal agencies to be licensed or certified shall be reimbursed for the fees for such license or certificate, excluding licenses required by the Department of Motor Vehicles.

i. **Service Credit** - Executive Management employees shall have all years of service with the City of Redwood City credited toward accrual rates and benefit vesting privileges.

Appendix A
401(a) Retirement Plan Employee Contributions

Effective January 1, 2017, or upon Council approval of the amended 401(a) plan document, employee contributions shall be as follows:

Group 1: Executive members appointed prior to January 1, 2015 shall continue with the mandatory employee contribution designated at the time of appointment

Group 2: Executive members appointed on or after January 1, 2015 shall have mandatory employee contributions as follows:

City Manager and City Attorney	5% of Salary
Department Heads: • Public Safety • Miscellaneous Tier 3 (PEPRA)	5% of Salary
All other Executive Members	No Employee Contribution

EXECUTIVE MANAGEMENT
SALARY RANGES
3.5% COLA Effective July 6, 2020

Department Heads	Minimum Monthly Salary	Maximum Monthly Salary
Assistant City Manager	$16,334	$22.052
City Clerk	$10,743	$14,503
Comm. Devel. & Transp. Director	$14,663	$19,793
Deputy City Manager	$13,931	$18,806
Fire Chief	$18,731	$23,415
Human Resources Director	$14,385	$19,421
Library Director	$14,355	$19,380
Police Chief	$17,628	$23,798
PRCS Director	$15,005	$20,257
PWS Director	$15,005	$20,257

Division Heads, Deputy/Assistant Director, and Other Executives	Minimum Monthly Salary	Maximum Monthly Salary
Assistant City Attorney	$12,764	$17,232
Assistant PRCS Director	$12,378	$16,711
Assistant Public Works Director	$12,378	$16.711
CD Manager Building	$11,333	$15,299
CD Manager Engineering	$13,651	$18,430
CD Manager Planning	$11,940	$16,119
Communications Manager	$10,743	$14,503
Deputy City Attorney	$9,895	$13,359
Deputy Police Chief	$16,784	$22,658
Economic Development Manager	$12,408	$16,750
Financial Services Manager	$12,408	$16,750
Information Technology Manager	$12,408	$16,750
Police Captain	$15,975	$21,577
Senior Assistant City Attorney	$14,041	$18,955

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
ACCOUNT CLERK I	E730	SEIU	2/1/2021	MONTHLY	5,017.00	5,267.00	5,531.00	5,808.00	6,097.00		8810
				BIWEEKLY	2,315.54	2,430.92	2,552.77	2,680.62	2,814.00		
				HRLY RATE	28.94	30.39	31.91	33.51	35.18		
ACCOUNT CLERK II	E700	SEIU	2/1/2021	MONTHLY	5,514.00	5,791.00	6,081.00	6,384.00	6,706.00		8810
				BIWEEKLY	2,544.92	2,672.77	2,806.62	2,946.46	3,095.08		
				HRLY RATE	31.81	33.41	35.08	36.83	38.69		
ACCOUNTANT	C440	RCMEA	10/12/2020	MONTHLY	8,434.00				10,123.00		9410
				BIWEEKLY	3,892.62				4,672.15		
				HRLY RATE	48.66				58.40		
ACCOUNTING TECHNICIAN I	E620	SEIU	2/1/2021	MONTHLY	5,763.00	6,045.00	6,352.00	6,672.00	7,006.00		8810
				BIWEEKLY	2,659.85	2,790.00	2,931.69	3,079.38	3,233.54		
				HRLY RATE	33.25	34.88	36.65	38.49	40.42		
ACCOUNTING TECHNICIAN II	E735	SEIU	2/1/2021	MONTHLY	6,340.00	6,655.00	6,990.00	7,336.00	7,707.00		8810
				BIWEEKLY	2,926.15	3,071.54	3,226.15	3,385.85	3,557.08		
				HRLY RATE	36.58	38.39	40.33	42.32	44.46		
ADMINISTRATIVE ASSISTANT	C715	RCMEA	10/12/2020	MONTHLY	7,723.00				9,275.00		8810
				BIWEEKLY	3,564.46				4,280.77		
				HRLY RATE	44.56				53.51		
ADMINISTRATIVE CLERK I	E795	SEIU	2/1/2021	MONTHLY	4,591.00	4,820.00	5,059.00	5,315.00	5,581.00		8810
				BIWEEKLY	2,118.92	2,224.62	2,334.92	2,453.08	2,575.85		
				HRLY RATE	26.49	27.81	29.19	30.66	32.20		
ADMINISTRATIVE CLERK II	E770	SEIU	2/1/2021	MONTHLY	5,053.00	5,306.00	5,569.00	5,850.00	6,139.00		8810
				BIWEEKLY	2,332.15	2,448.92	2,570.31	2,700.00	2,833.38		
				HRLY RATE	29.15	30.61	32.13	33.75	35.42		
ADMINISTRATIVE CLERK III	E710	SEIU	2/1/2021	MONTHLY	5,553.00	5,832.00	6,123.00	6,430.00	6,750.00		8810
				BIWEEKLY	2,562.92	2,691.69	2,826.00	2,967.69	3,115.38		
				HRLY RATE	32.04	33.65	35.33	37.10	38.94		
ADMINISTRATIVE SECRETARY	C710	RCMEA	10/12/2020	MONTHLY	7,386.00				8,861.00		8810
				BIWEEKLY	3,408.92				4,089.69		
				HRLY RATE	42.61				51.12		
ASSISTANT CITY ATTORNEY	C415	EXEC. SERV.	7/6/2020	MONTHLY	12,764.00				17,232.00		9410
				BIWEEKLY	5,891.08				7,953.23		
				HRLY RATE	73.64				99.42		
ASSISTANT CITY CLERK	C675	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		8810
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
ASSISTANT CITY MANAGER	C110	EXEC. SERV.	7/6/2020	MONTHLY	16,334.00				22,052.00		9410
				BIWEEKLY	7,538.77				10,177.85		
				HRLY RATE	94.23				127.22		
ASSISTANT COMMUNITY DEVELOPMENT & TRANSPORTATION DIRECTOR	C140	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSISTANT ENGINEER I	G700	SEIU	2/1/2021	MONTHLY	8,098.00	8,506.00	8,932.00	9,378.00	9,845.00		9410
				BIWEEKLY	3,737.54	3,925.85	4,122.46	4,328.31	4,543.85		
				HRLY RATE	46.72	49.07	51.53	54.10	56.80		
ASSISTANT ENGINEER II	G600	SEIU	2/1/2021	MONTHLY	8,907.00	9,355.00	9,823.00	10,318.00	10,829.00		9410
				BIWEEKLY	4,110.92	4,317.69	4,533.69	4,762.15	4,998.00		
				HRLY RATE	51.39	53.97	56.67	59.53	62.48		
ASSISTANT PARKS, RECREATION & COMMUNITY SERVICES DIRECTOR	C135	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSISTANT PLANNER	H750	SEIU	2/1/2021	MONTHLY	8,005.00	8,409.00	8,826.00	9,269.00	9,732.00		9410
				BIWEEKLY	3,694.62	3,881.08	4,073.54	4,278.00	4,491.69		
				HRLY RATE	46.18	48.51	50.92	53.48	56.15		
ASSISTANT PUBLIC WORKS DIRECTOR	C204	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSOCIATE ENGINEER	G500	SEIU	2/1/2021	MONTHLY	9,804.00	10,292.00	10,809.00	11,347.00	11,916.00		9410
				BIWEEKLY	4,524.92	4,750.15	4,988.77	5,237.08	5,499.69		
				HRLY RATE	56.56	59.38	62.36	65.46	68.75		
ASSOCIATE PLANNER	H700	SEIU	2/1/2021	MONTHLY	8,808.00	9,248.00	9,708.00	10,199.00	10,707.00		9410
				BIWEEKLY	4,065.23	4,268.31	4,480.62	4,707.23	4,941.69		
				HRLY RATE	50.82	53.35	56.01	58.84	61.77		
BATTALION CHIEF	C300	COA	10/12/2020	MONTHLY	14,674.00				17,837.00		7706
				BIWEEKLY	6,772.62				8,232.46		
				HRLY RATE	60.47				73.50		
BATTALION CHIEF - 40 HR	C301	COA	10/12/2020	MONTHLY	15,921.00				19,351.00		7706
				BIWEEKLY	7,348.15				8,931.23		
				HRLY RATE	91.85				111.64		
BODY WORN CAMERA PROGRAM MANAGER	C528	RCMEA	6/28/2021	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
BUILDING ATTENDANT III	N810	SEIU	2/1/2021	MONTHLY	3,254.00	3,414.00	3,584.00	3,762.00	3,952.00		8810
				BIWEEKLY	1,501.85	1,575.69	1,654.15	1,736.31	1,824.00		
				HRLY RATE	18.77	19.70	20.68	21.70	22.80		
BUILDING INSPECTOR	K710	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
BUILDING MAINTENANCE WORKER	N670	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
CAPITAL IMPROVEMENT PROGRAM MANAGER	C435	RCMEA	10/12/2020	MONTHLY	12,177.00				14,607.00		9410
				BIWEEKLY	5,620.15				6,741.69		
				HRLY RATE	70.25				84.27		
CDBG/HOME ADMINISTRATOR	C323	RCMEA	10/12/2020	MONTHLY	10,766.00				12,920.00		9410
				BIWEEKLY	4,968.92				5,963.08		
				HRLY RATE	62.11				74.54		
CHILD CARE SPECIALIST	E925	SEIU	2/1/2021	MONTHLY	7,098.00	7,455.00	7,829.00	8,220.00	8,628.00		9410
				BIWEEKLY	3,276.00	3,440.77	3,613.38	3,793.85	3,982.15		
				HRLY RATE	40.95	43.01	45.17	47.42	49.78		
CITY ATTORNEY	A170	EXEC. SERV.	7/5/2021	MONTHLY	23,756.00				23,756.00		9410
				BIWEEKLY	10,964.31				10,964.31		
				HRLY RATE	137.05				137.05		
CITY CLERK	A180	EXEC. SERV.	7/6/2020	MONTHLY	10,743.00				14,503.00		9410
				BIWEEKLY	4,958.31				6,693.69		
				HRLY RATE	61.98				83.67		
CITY COUNCIL MEMBER	A000	NOT REPRESENTED	1/22/2001	MONTHLY	750.00				750.00		9410
				BIWEEKLY	346.15				346.15		
				HRLY RATE	4.33				4.33		
CITY MANAGER	A100	EXEC. SERV.	7/5/2021	MONTHLY	27,854.00				27,854.00		9410
				BIWEEKLY	12,855.69				12,855.69		
				HRLY RATE	160.70				160.70		

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CODE ENFORCEMENT OFFICER I	K750	SEIU	2/1/2021	MONTHLY	7,490.00	7,864.00	8,260.00	8,670.00	9,103.00		9410
				BIWEEKLY	3,456.92	3,629.54	3,812.31	4,001.54	4,201.38		
				HRLY RATE	43.21	45.37	47.65	50.02	52.52		
CODE ENFORCEMENT OFFICER II	K755	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
COMMUNITY DEVELOPMENT MANAGER - BUILDING	C406	EXEC. SERV.	7/6/2020	MONTHLY	11,333.00				15,299.00		9410
				BIWEEKLY	5,230.62				7,061.08		
				HRLY RATE	65.38				88.26		
COMMUNITY DEVELOPMENT MANAGER - ENGINEERING	C408	EXEC. SERV.	7/6/2020	MONTHLY	13,651.00				18,430.00		9410
				BIWEEKLY	6,300.46				8,506.15		
				HRLY RATE	78.76				106.33		
COMMUNITY DEVELOPMENT MANAGER - PLANNING	C407	EXEC. SERV.	7/6/2020	MONTHLY	11,940.00				16,119.00		9410
				BIWEEKLY	5,510.77				7,439.54		
				HRLY RATE	68.88				92.99		
COMMUNICATIONS DISPATCHER	E670	SEIU	2/1/2021	MONTHLY	7,971.00	8,366.00	8,790.00	9,229.00	9,692.00		8810
				BIWEEKLY	3,678.92	3,861.23	4,056.92	4,259.54	4,473.23		
				HRLY RATE	45.99	48.27	50.71	53.24	55.92		
COMMUNICATIONS MANAGER	C412	EXEC. SERV.	7/6/2020	MONTHLY	10,743.00				14,503.00		9410
				BIWEEKLY	4,958.31				6,693.69		
				HRLY RATE	61.98				83.67		
COMMUNICATIONS MULTIMEDIA ANALYST	C542	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
COMMUNICATIONS SUPERVISOR	C800	RCMEA	10/12/2020	MONTHLY	10,765.00				12,919.00		9410
				BIWEEKLY	4,968.46				5,962.62		
				HRLY RATE	62.11				74.53		
COMMUNITY DEVELOPMENT AND TRANSPORTATION DIRECTOR	B130	EXEC. SERV.	7/6/2020	MONTHLY	14,663.00				19,793.00		9410
				BIWEEKLY	6,767.54				9,135.23		
				HRLY RATE	84.59				114.19		
COMMUNITY SERVICE OFFICER	E705	SEIU	2/1/2021	MONTHLY	6,229.00	6,542.00	6,868.00	7,215.00	7,577.00		9410
				BIWEEKLY	2,874.92	3,019.38	3,169.85	3,330.00	3,497.08		
				HRLY RATE	35.94	37.74	39.62	41.63	43.71		
CONSUMER SERVICE TECHNICIAN	M750	SEIU	2/1/2021	MONTHLY	6,282.00	6,597.00	6,921.00	7,269.00	7,633.00		9410
				BIWEEKLY	2,899.38	3,044.77	3,194.31	3,354.92	3,522.92		
				HRLY RATE	36.24	38.06	39.93	41.94	44.04		
CUSTODIAL SERVICES SUPERVISOR	C825	RCMEA	10/12/2020	MONTHLY	8,023.00				9,629.00		9410
				BIWEEKLY	3,702.92				4,444.15		
				HRLY RATE	46.29				55.55		
DEPUTY CITY ATTORNEY	C107	EXEC. SERV.	7/6/2020	MONTHLY	9,895.00				13,359.00		9410
				BIWEEKLY	4,566.92				6,165.69		
				HRLY RATE	57.09				77.07		
DEPUTY CITY MANAGER	C855	EXEC. SERV.	7/6/2020	MONTHLY	13,931.00				18,806.00		9410
				BIWEEKLY	6,429.69				8,679.69		
				HRLY RATE	80.37				108.50		
DEPUTY FIRE CHIEF	C319	COA	10/12/2020	MONTHLY	18,197.00				21,286.00		7706
				BIWEEKLY	8,398.62				9,824.31		
				HRLY RATE	104.98				122.80		
DEPUTY FIRE MARSHAL	F800	FIRE	1/4/2021	MONTHLY	11,587.00	12,165.00	12,774.00	13,412.00	14,083.00		7706
				BIWEEKLY	5,347.85	5,614.62	5,895.69	6,190.15	6,499.85		
				HRLY RATE	66.85	70.18	73.70	77.38	81.25		
DEPUTY POLICE CHIEF	C230	EXEC. SERV.	7/6/2020	MONTHLY	16,784.00				22,658.00		7720
				BIWEEKLY	7,746.46				10,457.54		
				HRLY RATE	96.83				130.72		
ECONOMIC DEVELOPMENT MANAGER	C403	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		
EMERGENCY PREPAREDNESS AND OUTREACH COORDINATOR	C518	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST I	C682	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST II	C692	RCMEA	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
ENGINEERING TECHNICIAN I	G730	SEIU	2/1/2021	MONTHLY	6,015.00	6,318.00	6,633.00	6,967.00	7,314.00		9410
				BIWEEKLY	2,776.15	2,916.00	3,061.38	3,215.54	3,375.69		
				HRLY RATE	34.70	36.45	38.27	40.19	42.20		
ENGINEERING TECHNICIAN II	G710	SEIU	2/1/2021	MONTHLY	6,611.00	6,943.00	7,292.00	7,657.00	8,040.00		9410
				BIWEEKLY	3,051.23	3,204.46	3,365.54	3,534.00	3,710.77		
				HRLY RATE	38.14	40.06	42.07	44.18	46.38		
ENVIRONMENTAL INITIATIVES COORDINATOR	C541	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
EQUIPMENT MECHANIC I	N710	SEIU	2/1/2021	MONTHLY	6,417.00	6,741.00	7,074.00	7,428.00	7,802.00		9420
				BIWEEKLY	2,961.69	3,111.23	3,264.92	3,428.31	3,600.92		
				HRLY RATE	37.02	38.89	40.81	42.85	45.01		
EQUIPMENT MECHANIC II	N600	SEIU	2/1/2021	MONTHLY	7,056.00	7,407.00	7,776.00	8,167.00	8,574.00		9420
				BIWEEKLY	3,256.62	3,418.62	3,588.92	3,769.38	3,957.23		
				HRLY RATE	40.71	42.73	44.86	47.12	49.47		
EQUIPMENT SERVICE WORKER	N750	SEIU	2/1/2021	MONTHLY	5,579.00	5,853.00	6,144.00	6,454.00	6,781.00		9420
				BIWEEKLY	2,574.92	2,701.38	2,835.69	2,978.77	3,129.69		
				HRLY RATE	32.19	33.77	35.45	37.23	39.12		
FACILITIES MAINTENANCE SUPERVISOR	C385	RCMEA	10/12/2020	MONTHLY	10,240.00				12,286.00		9410
				BIWEEKLY	4,726.15				5,670.46		
				HRLY RATE	59.08				70.88		
FACILITY AIDE	N790	SEIU	2/1/2021	MONTHLY	4,595.00	4,824.00	5,064.00	5,319.00	5,584.00		9420
				BIWEEKLY	2,120.77	2,226.46	2,337.23	2,454.92	2,577.23		
				HRLY RATE	26.51	27.83	29.22	30.69	32.22		
FACILITY LEADER	N745	SEIU	2/1/2021	MONTHLY	5,305.00	5,569.00	5,848.00	6,138.00	6,447.00		9420
				BIWEEKLY	2,448.46	2,570.31	2,699.08	2,832.92	2,975.54		
				HRLY RATE	30.61	32.13	33.74	35.41	37.19		
FINANCE DIRECTOR	B135	EXEC. SERV.	7/6/2020	MONTHLY	14,663.00				19,793.00		9410
				BIWEEKLY	6,767.54				9,135.23		
				HRLY RATE	84.59				114.19		
FINANCIAL SERVICES MANAGER	C360	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		
FIRE CAPTAIN	F630	FIRE	1/4/2021	MONTHLY	10,929.00	11,472.00	12,048.00	12,647.00	13,279.00		7706
				BIWEEKLY	5,044.15	5,294.77	5,560.62	5,837.08	6,128.77		

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				HRLY RATE	45.04	47.27	49.65	52.12	54.72		
FIRE CHIEF	B150	EXEC. SERV.	7/6/2020	MONTHLY	18,731.00				23,415.00		7706
				BIWEEKLY	8,645.08				10,806.92		
				HRLY RATE	108.06				135.09		
FIRE FIGHTER/ENGINEER	F700	FIRE	1/4/2021	MONTHLY	8,392.00	8,813.00	9,254.00	9,720.00	10,205.00	10,712.00	7706
				BIWEEKLY	3,873.23	4,067.54	4,271.08	4,486.15	4,710.00	4,944.00	
				HRLY RATE	34.58	36.32	38.13	40.06	42.05	44.14	
FIRE FIGHTER/ENGINEER - 40 HR	F702	FIRE	1/4/2021	MONTHLY	8,392.00	8,813.00	9,254.00	9,720.00	10,205.00	10,712.00	7706
				BIWEEKLY	3,873.23	4,067.54	4,271.08	4,486.15	4,710.00	4,944.00	
				HRLY RATE	48.42	50.84	53.39	56.08	58.88	61.80	
FIRE MARSHAL	C306	COA	10/12/2020	MONTHLY	15,921.00				19,351.00		7706
				BIWEEKLY	7,348.15				8,931.23		
				HRLY RATE	91.85				111.64		
FIRE PLAN CHECKER	K760	SEIU	2/1/2021	MONTHLY	9,338.00	9,806.00	10,294.00	10,809.00	11,349.00		9410
				BIWEEKLY	4,309.85	4,525.85	4,751.08	4,988.77	5,238.00		
				HRLY RATE	53.87	56.57	59.39	62.36	65.48		
FIRE PREVENTION OFFICER	K715	FIRE	1/4/2021	MONTHLY	9,853.00	10,351.00	10,863.00	11,409.00	11,980.00		9410
				BIWEEKLY	4,547.54	4,777.38	5,013.69	5,265.69	5,529.23		
				HRLY RATE	56.84	59.72	62.67	65.82	69.12		
FLEET SUPERVISOR	C835	RCMEA	10/12/2020	MONTHLY	9,320.00				11,323.00		9410
				BIWEEKLY	4,301.54				5,226.00		
				HRLY RATE	53.77				65.33		
GIS MANAGER	C335	RCMEA	10/12/2020	MONTHLY	11,408.00				13,688.00		9410
				BIWEEKLY	5,265.23				6,317.54		
				HRLY RATE	65.82				78.97		
GIS TECHNICIAN	G750	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
GRAPHIC DESIGN SPECIALIST	L748	SEIU	2/1/2021	MONTHLY	5,876.00	6,172.00	6,476.00	6,799.00	7,142.00		8810
				BIWEEKLY	2,712.00	2,848.62	2,988.92	3,138.00	3,296.31		
				HRLY RATE	35.68	37.48	39.33	41.29	43.37		
HOUSING AND ECONOMIC DEVELOPMENT SPECIALIST II	K745	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
HOUSING AND ECONOMIC DEVELOPMENT SPECIALIST I	K740	SEIU	2/1/2021	MONTHLY	7,490.00	7,861.00	8,260.00	8,670.00	9,100.00		9410
				BIWEEKLY	3,456.92	3,628.15	3,812.31	4,001.54	4,200.00		
				HRLY RATE	43.21	45.35	47.65	50.02	52.50		
HOUSING LEADERSHIP MANAGER	C409	RCMEA	10/12/2020	MONTHLY	12,298.00				16,602.00		9410
				BIWEEKLY	5,676.00				7,662.46		
				HRLY RATE	70.95				95.78		
HUMAN RESOURCES ANALYST I	C741	CONFIDENTIAL	10/12/2020	MONTHLY	8,270.00				9,924.00		8810
				BIWEEKLY	3,816.92				4,580.31		
				HRLY RATE	47.71				57.25		
HUMAN RESOURCES ANALYST II	C742	CONFIDENTIAL	10/12/2020	MONTHLY	9,553.00				10,879.00		8810
				BIWEEKLY	4,409.08				5,021.08		
				HRLY RATE	55.11				62.76		
HUMAN RESOURCES DIRECTOR	B190	EXEC. SERV.	7/6/2020	MONTHLY	14,385.00				19,421.00		9410
				BIWEEKLY	6,639.23				8,963.54		
				HRLY RATE	82.99				112.04		
HUMAN RESOURCES TECHNICIAN	C740	RCMEA	10/12/2020	MONTHLY	7,723.00				9,275.00		8810
				BIWEEKLY	3,564.46				4,280.77		
				HRLY RATE	44.56				53.51		
HUMAN SERVICES SPECIALIST I	E210	SEIU	2/1/2021	MONTHLY	4,591.00	4,821.00	5,057.00	5,312.00	5,581.00		8810
				BIWEEKLY	2,118.92	2,225.08	2,334.00	2,451.69	2,575.85		
				HRLY RATE	26.49	27.81	29.18	30.65	32.20		
HUMAN SERVICES SPECIALIST II	E220	SEIU	2/1/2021	MONTHLY	5,050.00	5,305.00	5,563.00	5,845.00	6,139.00		8810
				BIWEEKLY	2,330.77	2,448.46	2,567.54	2,697.69	2,833.38		
				HRLY RATE	29.13	30.61	32.09	33.72	35.42		
HUMAN SERVICES SPECIALIST III	R230	SEIU	2/1/2021	MONTHLY	5,553.00	5,832.00	6,123.00	6,430.00	6,750.00		8810
				BIWEEKLY	2,562.92	2,691.69	2,826.00	2,967.69	3,115.38		
				HRLY RATE	32.04	33.65	35.33	37.10	38.94		
INFORMATION TECHNOLOGY ANALYST I	C680	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
INFORMATION TECHNOLOGY ANALYST II	C690	RCMEA/CONFIDENTIAL	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
INFORMATION TECHNOLOGY MANAGER	C295	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		9410
JUVENILE AND FAMILY SERVICES SPECIALIST	C850	RCMEA	10/12/2020	MONTHLY	8,813.00				10,578.00		9410
				BIWEEKLY	4,067.54				4,882.15		
				HRLY RATE	50.84				61.03		
LANDSCAPE ARCHITECT	C332	RCMEA	10/12/2020	MONTHLY	11,478.00				13,774.00		9410
				BIWEEKLY	5,297.54				6,357.23		
				HRLY RATE	66.22				79.47		
LANDSCAPE EQUIPMENT OPERATOR	R705	SEIU	2/1/2021	MONTHLY	6,600.00	6,927.00	7,275.00	7,637.00	8,020.00		9420
				BIWEEKLY	3,046.15	3,197.08	3,357.69	3,524.77	3,701.54		
				HRLY RATE	38.08	39.96	41.97	44.06	46.27		
LANDSCAPE GARDENER	R720	SEIU	2/1/2021	MONTHLY	6,067.00	6,365.00	6,684.00	7,020.00	7,367.00		9420
				BIWEEKLY	2,800.15	2,937.69	3,084.92	3,240.00	3,400.15		
				HRLY RATE	35.00	36.72	38.56	40.50	42.50		
LANDSCAPE SUPERVISOR	C870	RCMEA	10/12/2020	MONTHLY	8,023.00				9,629.00		9410
				BIWEEKLY	3,702.92				4,444.15		
				HRLY RATE	46.29				55.55		
LEAD EQUIPMENT MECHANIC	N500	SEIU	2/1/2021	MONTHLY	7,766.00	8,150.00	8,559.00	8,985.00	9,437.00		9420
				BIWEEKLY	3,584.31	3,761.54	3,950.31	4,146.92	4,355.54		
				HRLY RATE	44.80	47.02	49.38	51.84	54.44		
LEAD LANDSCAPE GARDENER	R680	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
LEAD MAINTENANCE CUSTODIAN	N780	SEIU	2/1/2021	MONTHLY	5,554.00	5,834.00	6,128.00	6,431.00	6,753.00		9420
				BIWEEKLY	2,563.38	2,692.62	2,828.31	2,968.15	3,116.77		
				HRLY RATE	32.04	33.66	35.35	37.10	38.96		
LEAD POLICE CLERK	E685	SEIU	2/1/2021	MONTHLY	6,264.00	6,576.00	6,906.00	7,250.00	7,613.00		8810
				BIWEEKLY	2,891.08	3,035.08	3,187.38	3,346.15	3,513.69		
				HRLY RATE	36.14	37.94	39.84	41.83	43.92		
LEAD PUBLIC SAFETY DISPATCHER	E675	SEIU	2/1/2021	MONTHLY	8,770.00	9,208.00	9,666.00	10,148.00	10,661.00		8810
				BIWEEKLY	4,047.69	4,249.85	4,461.23	4,683.69	4,920.46		
				HRLY RATE	50.60	53.12	55.77	58.55	61.51		
LEAD PUBLIC WORKS MAINTENANCE WORKER	M620	SEIU	2/1/2021	MONTHLY	6,931.00	7,275.00	7,638.00	8,021.00	8,419.00		9420

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				BIWEEKLY	3,198.92	3,357.69	3,525.23	3,702.00	3,885.69		
				HRLY RATE	39.99	41.97	44.07	46.28	48.57		
LEAD PUBLIC WORKS MAINTENANCE WORKER - WASTEWATER	M621	SEIU	2/1/2021	MONTHLY	7,069.00	7,420.00	7,789.00	8,178.00	8,586.00		9420
				BIWEEKLY	3,262.62	3,424.62	3,594.92	3,774.46	3,962.77		
				HRLY RATE	40.78	42.81	44.94	47.18	49.53		
LEAD WATER RESOURCES TECHNICIAN	M825	SEIU	2/1/2021	MONTHLY	7,271.00	7,635.00	8,016.00	8,416.00	8,840.00		9420
				BIWEEKLY	3,355.85	3,523.85	3,699.69	3,884.31	4,080.00		
				HRLY RATE	41.95	44.05	46.25	48.55	51.00		
LIBRARIAN I	L720	SEIU	8/2/2021	MONTHLY	6,549.00	6,881.00	7,223.00	7,578.00	7,961.00		8810
				BIWEEKLY	3,022.62	3,175.85	3,333.69	3,497.54	3,674.31		
				HRLY RATE	39.77	41.79	43.86	46.02	48.35		
LIBRARIAN II	L700	SEIU	8/2/2021	MONTHLY	7,200.00	7,563.00	7,943.00	8,338.00	8,756.00		8810
				BIWEEKLY	3,323.08	3,490.62	3,666.00	3,848.31	4,041.23		
				HRLY RATE	43.72	45.93	48.24	50.64	53.17		
LIBRARY ASSISTANT I	L780	SEIU	2/1/2021	MONTHLY	4,857.00	5,100.00	5,353.00	5,619.00	5,901.00		8810
				BIWEEKLY	2,241.69	2,353.85	2,470.62	2,593.38	2,723.54		
				HRLY RATE	29.50	30.97	32.51	34.12	35.84		
LIBRARY ASSISTANT II	L760	SEIU	2/1/2021	MONTHLY	5,347.00	5,613.00	5,891.00	6,182.00	6,495.00		8810
				BIWEEKLY	2,467.85	2,590.62	2,718.92	2,853.23	2,997.69		
				HRLY RATE	32.47	34.09	35.78	37.54	39.44		
LIBRARY DIRECTOR	B160	EXEC. SERV.	7/6/2020	MONTHLY	14,355.00				19,380.00		9410
				BIWEEKLY	6,625.38				8,944.62		
				HRLY RATE	82.82				111.81		
LIBRARY DIVISION MANAGER	C531	RCMEA	10/12/2020	MONTHLY	11,187.00				13,422.00		8810
				BIWEEKLY	5,163.23				6,194.77		
				HRLY RATE	64.54				77.43		
LIBRARY INFORMATION TECHNOLOGY TECHNICIAN	L805	SEIU	2/1/2021	MONTHLY	6,956.00	7,304.00	7,670.00	8,051.00	8,455.00		8810
				BIWEEKLY	3,210.46	3,371.08	3,540.00	3,715.85	3,902.31		
				HRLY RATE	42.24	44.36	46.58	48.89	51.35		
LIBRARY PROGRAM SPECIALIST	L800	SEIU	2/1/2021	MONTHLY	7,094.00	7,451.00	7,826.00	8,215.00	8,627.00		8810
				BIWEEKLY	3,274.15	3,438.92	3,612.00	3,791.54	3,981.69		
				HRLY RATE	43.08	45.25	47.53	49.89	52.39		
LIBRARY SERVICES SUPERVISOR	C661	RCMEA	10/12/2020	MONTHLY	9,734.00				11,680.00		8810
				BIWEEKLY	4,492.62				5,390.77		
				HRLY RATE	56.16				67.38		
LITERACY TUTOR - STUDENT COORDINATOR	L690	SEIU	2/1/2021	MONTHLY	7,094.00	7,451.00	7,826.00	8,215.00	8,627.00		8810
				BIWEEKLY	3,274.15	3,438.92	3,612.00	3,791.54	3,981.69		
				HRLY RATE	43.08	45.25	47.53	49.89	52.39		
MAINTENANCE CUSTODIAN	N770	SEIU	2/1/2021	MONTHLY	5,056.00	5,306.00	5,573.00	5,851.00	6,140.00		9420
				BIWEEKLY	2,333.54	2,448.92	2,572.15	2,700.46	2,833.85		
				HRLY RATE	29.17	30.61	32.15	33.76	35.42		
MANAGEMENT ANALYST I	C513	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
MANAGEMENT ANALYST II	C516	RCMEA	10/12/2020	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
MANAGERIAL ACCOUNTANT	C991	NOT REPRESENTED		MONTHLY	5,200.00				8,667.00		9410
				BIWEEKLY	2,400.00				4,000.00		
				HRLY RATE	30.00				50.00		
PARALEGAL	C100	RCMEA	10/12/2020	MONTHLY	7,995.00				9,600.00		8810
				BIWEEKLY	3,690.00				4,430.77		
				HRLY RATE	46.13				55.38		
PARKING ENFORCEMENT OFFICER I	E807	SEIU	2/1/2021	MONTHLY	4,202.00	4,411.00	4,631.00	4,862.00	5,108.00		9410
				BIWEEKLY	1,939.38	2,035.85	2,137.38	2,244.00	2,357.54		
				HRLY RATE	24.24	25.45	26.72	28.05	29.47		
PARKING ENFORCEMENT OFFICER II	E810	SEIU	2/1/2021	MONTHLY	4,769.00	5,007.00	5,255.00	5,520.00	5,796.00		9410
				BIWEEKLY	2,201.08	2,310.92	2,425.38	2,547.69	2,675.08		
				HRLY RATE	27.51	28.89	30.32	31.85	33.44		
PARKING METER COLLECTOR	E750	SEIU	2/1/2021	MONTHLY	4,769.00	5,007.00	5,255.00	5,520.00	5,796.00		9410
				BIWEEKLY	2,201.08	2,310.92	2,425.38	2,547.69	2,675.08		
				HRLY RATE	27.51	28.89	30.32	31.85	33.44		
PARKING/TDM MANAGER	C543	RCMEA	10/12/2020	MONTHLY	10,404.00				12,484.00		8810
				BIWEEKLY	4,801.85				5,761.85		
				HRLY RATE	60.02				72.02		
PARKS AND RECREATION PROGRAM ASSISTANT I	E935	SEIU	2/1/2021	MONTHLY	5,183.00	5,442.00	5,715.00	6,001.00	6,300.00		9410
				BIWEEKLY	2,392.15	2,511.69	2,637.69	2,769.69	2,907.69		
				HRLY RATE	29.90	31.40	32.97	34.62	36.35		
PARKS AND RECREATION PROGRAM ASSISTANT II	E940	SEIU	2/1/2021	MONTHLY	5,760.00	6,048.00	6,350.00	6,667.00	7,001.00		9410
				BIWEEKLY	2,658.46	2,791.38	2,930.77	3,077.08	3,231.23		
				HRLY RATE	33.23	34.89	36.63	38.46	40.39		
PARKS, RECREATION AND COMMUNITY SERVICES MANAGER	C400	RCMEA	10/12/2020	MONTHLY	11,158.00				13,387.00		9410
				BIWEEKLY	5,149.85				6,178.62		
				HRLY RATE	64.37				77.23		
PARKS, RECREATION AND COMMUNITY SERVICES DIRECTOR	B140	EXEC. SERV.	7/6/2020	MONTHLY	15,005.00				20,257.00		9410
				BIWEEKLY	6,925.38				9,349.38		
				HRLY RATE	86.57				116.87		
PERMITS TECHNICIAN	E540	SEIU	2/1/2021	MONTHLY	6,860.00	7,209.00	7,564.00	7,944.00	8,340.00		8810
				BIWEEKLY	3,166.15	3,327.23	3,491.08	3,666.46	3,849.23		
				HRLY RATE	39.58	41.59	43.64	45.83	48.12		
PLAN CHECK ENGINEER	C330	RCMEA	10/12/2020	MONTHLY	11,976.00				14,372.00		9410
				BIWEEKLY	5,527.38				6,633.23		
				HRLY RATE	69.09				82.92		
PLAN CHECKER	H780	SEIU	2/1/2021	MONTHLY	9,065.00	9,520.00	9,994.00	10,494.00	11,019.00		9410
				BIWEEKLY	4,183.85	4,393.85	4,612.62	4,843.38	5,085.69		
				HRLY RATE	52.30	54.92	57.66	60.54	63.57		
POLICE CAPTAIN	C241	EXEC. SERV.	7/6/2020	MONTHLY	15,975.00				21,577.00		7720
				BIWEEKLY	7,373.08				9,958.62		
				HRLY RATE	92.16				124.48		
POLICE CHIEF	B120	EXEC. SERV.	7/6/2020	MONTHLY	17,628.00				23,798.00		7720
				BIWEEKLY	8,136.00				10,983.69		
				HRLY RATE	101.70				137.30		
POLICE CLERK	E690	SEIU	2/1/2021	MONTHLY	5,699.00	5,981.00	6,278.00	6,595.00	6,921.00		8810
				BIWEEKLY	2,630.31	2,760.46	2,897.54	3,043.85	3,194.31		
				HRLY RATE	32.88	34.51	36.22	38.05	39.93		
POLICE EVIDENCE AND PROPERTY CLERK	E605	SEIU	2/1/2021	MONTHLY	5,699.00	5,981.00	6,278.00	6,595.00	6,921.00		8810
				BIWEEKLY	2,630.31	2,760.46	2,897.54	3,043.85	3,194.31		
				HRLY RATE	32.88	34.51	36.22	38.05	39.93		
POLICE EVIDENCE AND PROPERTY ROOM COORDINATOR	E610	SEIU	2/1/2021	MONTHLY	8,017.00	8,418.00	8,838.00	9,280.00	9,743.00		8810
				BIWEEKLY	3,700.15	3,885.23	4,079.08	4,283.08	4,496.77		
				HRLY RATE	46.25	48.57	50.99	53.54	56.21		

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POLICE LIEUTENANT	C315	PSA	9/14/2020	MONTHLY	15,028.00	15,780.00	16,568.00	17,397.00	18,267.00		7720
				BIWEEKLY	6,936.00	7,283.08	7,646.77	8,029.38	8,430.92		
				HRLY RATE	86.70	91.04	95.58	100.37	105.39		
POLICE LIEUTENANT - ADVANCED	C314	PSA	9/14/2020	MONTHLY	15,403.00	16,174.00	16,982.00	17,832.00	18,723.00		7720
				BIWEEKLY	7,109.08	7,464.92	7,837.85	8,230.15	8,641.38		
				HRLY RATE	88.86	93.31	97.97	102.88	108.02		
POLICE OFFICER	P700	POLICE	9/14/2020	MONTHLY	10,309.00	10,821.00	11,362.00	11,931.00	12,531.00		7720
				BIWEEKLY	4,758.00	4,994.31	5,244.00	5,506.62	5,783.54		
				HRLY RATE	59.48	62.43	65.55	68.83	72.29		
POLICE OFFICER - ADVANCED	P710	POLICE	9/14/2020	MONTHLY	10,566.00	11,091.00	11,646.00	12,230.00	12,844.00		7720
				BIWEEKLY	4,876.62	5,118.92	5,375.08	5,644.62	5,928.00		
				HRLY RATE	60.96	63.99	67.19	70.56	74.10		
POLICE OFFICER TRAINEE	P750	POLICE	9/14/2020	MONTHLY	10,309.00	10,821.00	11,362.00				7720
				BIWEEKLY	4,758.00	4,994.31	5,244.00				
				HRLY RATE	59.48	62.43	65.55				
POLICE SERGEANT	P601	PSA	9/14/2020	MONTHLY	12,522.00	13,150.00	13,807.00	14,497.00	15,222.00		7720
				BIWEEKLY	5,779.38	6,069.23	6,372.46	6,690.92	7,025.54		
				HRLY RATE	72.24	75.87	79.66	83.64	87.82		
POLICE SERGEANT - ADVANCED	P602	PSA	9/14/2020	MONTHLY	12,836.00	13,478.00	14,152.00	14,859.00	15,603.00		7720
				BIWEEKLY	5,924.31	6,220.62	6,531.69	6,858.00	7,201.38		
				HRLY RATE	74.05	77.76	81.65	85.73	90.02		
PRINCIPAL ANALYST - FINANCE	C363	CONFIDENTIAL	10/12/2020	MONTHLY	11,220.00				13,462.00		9410
				BIWEEKLY	5,178.46				6,213.23		
				HRLY RATE	64.73				77.67		
PRINCIPAL ANALYST - WORKERS COMP	C535	CONFIDENTIAL	10/12/2020	MONTHLY	11,220.00				13,462.00		8810
				BIWEEKLY	5,178.46				6,213.23		
				HRLY RATE	64.73				77.67		
PRINCIPAL PLANNER	C325	RCMEA	10/12/2020	MONTHLY	11,975.00				14,371.00		8810
				BIWEEKLY	5,526.92				6,632.77		
				HRLY RATE	69.09				82.91		
PROJECT READ ASSISTANT	E915	SEIU	2/1/2021	MONTHLY	5,556.00	5,836.00	6,128.00	6,437.00	6,755.00		8810
				BIWEEKLY	2,564.31	2,693.54	2,828.31	2,970.92	3,117.69		
				HRLY RATE	32.05	33.67	35.35	37.14	38.97		
PUBLIC WORKS FIELD SUPERVISOR	C837	RCMEA	10/12/2020	MONTHLY	9,320.00				11,323.00		9410
				BIWEEKLY	4,301.54				5,226.00		
				HRLY RATE	53.77				65.33		
PUBLIC WORKS MAINTENANCE WORKER I	M775	SEIU	2/1/2021	MONTHLY	5,708.00	5,993.00	6,294.00	6,608.00	6,940.00		9420
				BIWEEKLY	2,634.46	2,766.00	2,904.92	3,049.85	3,203.08		
				HRLY RATE	32.93	34.58	36.31	38.12	40.04		
PUBLIC WORKS MAINTENANCE WORKER I - WASTEWATER	M776	SEIU	2/1/2021	MONTHLY	5,822.00	6,111.00	6,417.00	6,741.00	7,076.00		9420
				BIWEEKLY	2,687.08	2,820.46	2,961.69	3,111.23	3,265.85		
				HRLY RATE	33.59	35.26	37.02	38.89	40.82		
PUBLIC WORKS MAINTENANCE WORKER II	M735	SEIU	2/1/2021	MONTHLY	6,282.00	6,597.00	6,921.00	7,269.00	7,633.00		9420
				BIWEEKLY	2,899.38	3,044.77	3,194.31	3,354.92	3,522.92		
				HRLY RATE	36.24	38.06	39.93	41.94	44.04		
PUBLIC WORKS MAINTENANCE WORKER II - WASTEWATER	M736	SEIU	2/1/2021	MONTHLY	6,407.00	6,725.00	7,059.00	7,415.00	7,783.00		9420
				BIWEEKLY	2,957.08	3,103.85	3,258.00	3,422.31	3,592.15		
				HRLY RATE	36.96	38.80	40.73	42.78	44.90		
PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR	M700	SEIU	2/1/2021	MONTHLY	6,600.00	6,927.00	7,275.00	7,637.00	8,020.00		9420
				BIWEEKLY	3,046.15	3,197.08	3,357.69	3,524.77	3,701.54		
				HRLY RATE	38.08	39.96	41.97	44.06	46.27		
PUBLIC WORKS SERVICES DIRECTOR	B200	EXEC. SERV.	7/6/2020	MONTHLY	15,005.00				20,257.00		9410
				BIWEEKLY	6,925.38				9,349.38		
				HRLY RATE	86.57				116.87		
PUBLIC WORKS SUPERINTENDENT	C525	RCMEA	10/12/2020	MONTHLY	12,457.00				14,953.00		9420
				BIWEEKLY	5,749.38				6,901.38		
				HRLY RATE	71.87				86.27		
PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR - WASTEWATER	M701	SEIU	2/1/2021	MONTHLY	6,732.00	7,065.00	7,420.00	7,788.00	8,177.00		9420
				BIWEEKLY	3,107.08	3,260.77	3,424.62	3,594.46	3,774.00		
				HRLY RATE	38.84	40.76	42.81	44.93	47.18		
REAL PROPERTY MANAGER	C544	RCMEA	10/12/2020	MONTHLY	9,506.00				11,408.00		9410
				BIWEEKLY	4,387.38				5,265.23		
				HRLY RATE	54.84				65.82		
RECORDS SUPERVISOR	C570	RCMEA	10/12/2020	MONTHLY	8,918.00				10,827.00		8810
				BIWEEKLY	4,116.00				4,997.08		
				HRLY RATE	51.45				62.46		
RECREATION AND COMMUNITY SERVICES PROGRAM COORDINATOR	E930	SEIU - TERM	2/1/2021	MONTHLY	6,777.00	7,115.00	7,471.00	7,844.00	8,237.00		9410
				BIWEEKLY	3,127.85	3,283.85	3,448.15	3,620.31	3,801.69		
				HRLY RATE	39.10	41.05	43.10	45.25	47.52		
RECREATION PROGRAM COORDINATOR/SPECIAL EVENTS	E920	SEIU	2/1/2021	MONTHLY	7,098.00	7,455.00	7,829.00	8,220.00	8,628.00		9410
				BIWEEKLY	3,276.00	3,440.77	3,613.38	3,793.85	3,982.15		
				HRLY RATE	40.95	43.01	45.17	47.42	49.78		
RECREATION SPECIALIST I	R765	SEIU	2/1/2021	MONTHLY	2,910.00	3,056.00	3,210.00	3,370.00			9410
				BIWEEKLY	1,343.08	1,410.46	1,481.54	1,555.38			
				HRLY RATE	16.79	17.63	18.52	19.44			
RECREATION SPECIALIST II	R766	SEIU	2/1/2021	MONTHLY	3,474.00	3,648.00	3,831.00				9410
				BIWEEKLY	1,603.38	1,683.69	1,768.15				
				HRLY RATE	20.04	21.05	22.10				
RECREATION SPECIALIST III	R767	SEIU	2/1/2021	MONTHLY	3,942.00	4,138.00	4,345.00				9410
				BIWEEKLY	1,819.38	1,909.85	2,005.38				
				HRLY RATE	22.74	23.87	25.07				
RECREATION SUPERVISOR	C500	RCMEA	10/12/2020	MONTHLY	9,003.00				10,801.00		9410
				BIWEEKLY	4,155.23				4,985.08		
				HRLY RATE	51.94				62.31		
REVENUE SERVICES MANAGER	C480	RCMEA	10/12/2020	MONTHLY	12,177.00				14,607.00		9410
				BIWEEKLY	5,620.15				6,741.69		
				HRLY RATE	70.25				84.27		
SECRETARY	E600	SEIU	2/1/2021	MONTHLY	6,137.00	6,446.00	6,761.00	7,099.00	7,458.00		8810
				BIWEEKLY	2,832.46	2,975.08	3,120.46	3,276.46	3,442.15		
				HRLY RATE	35.41	37.19	39.01	40.96	43.03		
SENIOR ACCOUNTANT	C445	RCMEA	10/12/2020	MONTHLY	10,172.00				12,203.00		9410
				BIWEEKLY	4,694.77				5,632.15		
				HRLY RATE	58.68				70.40		
SENIOR ASSISTANT CITY ATTORNEY	C414	EXEC. SERV.	7/6/2020	MONTHLY	14,041.00				18,955.00		9410
				BIWEEKLY	6,480.46				8,748.46		
				HRLY RATE	81.01				109.36		
SENIOR BUILDING INSPECTOR	K700	RCMEA	10/12/2020	MONTHLY	10,195.00				12,396.00		9410
				BIWEEKLY	4,705.38				5,721.23		
				HRLY RATE	58.82				71.52		
SENIOR BUILDING MAINTENANCE WORKER	N630	SEIU	2/1/2021	MONTHLY	7,331.00	7,704.00	8,089.00	8,492.00	8,914.00		9420
				BIWEEKLY	3,383.54	3,555.69	3,733.38	3,919.38	4,114.15		
				HRLY RATE	42.29	44.45	46.67	48.99	51.43		

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
SENIOR CIVIL ENGINEER	C310	RCMEA	10/12/2020	MONTHLY	12,693.00				15,231.00		9410
				BIWEEKLY	5,858.31				7,029.69		
				HRLY RATE	73.23				87.87		
SENIOR CONSTRUCTION TECHNICIAN	N815	SEIU	2/1/2021	MONTHLY	9,229.00	9,692.00	10,176.00	10,684.00	11,220.00		8810
				BIWEEKLY	4,259.54	4,473.23	4,696.62	4,931.08	5,178.46		
				HRLY RATE	53.24	55.92	58.71	61.64	64.73		
SENIOR CRAFTS SPECIALIST	R675	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
SENIOR ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST	C642	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR ENGINEERING TECHNICIAN	G680	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
SENIOR HUMAN RESOURCES ANALYST	C512	CONFIDENTIAL	10/12/2020	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
SENIOR INFORMATION TECHNOLOGY ANALYST	C640	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR LIBRARY ASSISTANT	L745	SEIU	2/1/2021	MONTHLY	5,876.00	6,172.00	6,476.00	6,799.00	7,142.00		8810
				BIWEEKLY	2,712.00	2,848.62	2,988.92	3,138.00	3,296.31		
				HRLY RATE	35.68	37.48	39.33	41.29	43.37		
SENIOR LIBRARY PAGE	E910	SEIU	2/1/2021	MONTHLY	2,842.00	2,978.00	3,133.00	3,290.00	3,455.00		8810
				BIWEEKLY	1,311.69	1,374.46	1,446.00	1,518.46	1,594.62		
				HRLY RATE	16.40	17.18	18.08	18.98	19.93		
SENIOR PLANNER	C320	RCMEA	10/12/2020	MONTHLY	10,887.00				13,066.00		9410
				BIWEEKLY	5,024.77				6,030.46		
				HRLY RATE	62.81				75.38		
SENIOR SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST	C641	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR TRANSPORTATION COORDINATOR	C333	RCMEA	10/12/2020	MONTHLY	12,693.00				15,231.00		9410
				BIWEEKLY	5,858.31				7,029.69		
				HRLY RATE	73.23				87.87		
SENIOR TRANSPORTATION PLANNER	H650	SEIU	2/1/2021	MONTHLY	10,271.00	10,786.00	11,324.00	11,891.00	12,484.00		9410
				BIWEEKLY	4,740.46	4,978.15	5,226.46	5,488.15	5,761.85		
				HRLY RATE	59.26	62.23	65.33	68.60	72.02		
SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST I	C681	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST II	C691	RCMEA	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
SPECIALIST LIBRARIAN	L590	SEIU	2/1/2021	MONTHLY	7,451.00	7,819.00	8,215.00	8,627.00	9,056.00		8810
				BIWEEKLY	3,438.92	3,608.77	3,791.54	3,981.69	4,179.69		
				HRLY RATE	45.25	47.48	49.89	52.39	55.00		
SUPERVISING INFORMATION TECHNOLOGY ANALYST	C645	RCMEA	10/12/2020	MONTHLY	12,690.00				15,226.00		9410
				BIWEEKLY	5,856.92				7,027.38		
				HRLY RATE	73.21				87.84		
SUPERVISING CIVIL ENGINEER	C220	RCMEA	10/12/2020	MONTHLY	13,965.00				16,754.00		9410
				BIWEEKLY	6,445.38				7,732.62		
				HRLY RATE	80.57				96.66		
TREE MAINTENANCE WORKER I	R710	SEIU	2/1/2021	MONTHLY	5,771.00	6,061.00	6,356.00	6,678.00	7,013.00		9420
				BIWEEKLY	2,663.54	2,797.38	2,933.54	3,082.15	3,236.77		
				HRLY RATE	33.29	34.97	36.67	38.53	40.46		
TREE MAINTENANCE WORKER II	R730	SEIU	2/1/2021	MONTHLY	6,350.00	6,669.00	6,998.00	7,354.00	7,720.00		9420
				BIWEEKLY	2,930.77	3,078.00	3,229.85	3,394.15	3,563.08		
				HRLY RATE	36.63	38.48	40.37	42.43	44.54		
TREE MAINTENANCE LEADER	R690	SEIU	2/1/2021	MONTHLY	6,980.00	7,329.00	7,699.00	8,080.00	8,486.00		9420
				BIWEEKLY	3,221.54	3,382.62	3,553.38	3,729.23	3,916.62		
				HRLY RATE	40.27	42.28	44.42	46.62	48.96		
UTILITIES FIELD SUPERVISOR	C520	RCMEA	10/12/2020	MONTHLY	10,375.00				12,448.00		9410
				BIWEEKLY	4,788.46				5,745.23		
				HRLY RATE	59.86				71.82		
UTILITIES SPECIALIST	M690	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
UTILITIES SPECIALIST - WASTEWATER	M691	SEIU	2/1/2021	MONTHLY	8,159.00	8,568.00	8,994.00	9,446.00	9,914.00		9420
				BIWEEKLY	3,765.69	3,954.46	4,151.08	4,359.69	4,575.69		
				HRLY RATE	47.07	49.43	51.89	54.50	57.20		
UTILITIES WORKER	M680	SEIU	2/1/2021	MONTHLY	7,271.00	7,635.00	8,016.00	8,416.00	8,840.00		9420
				BIWEEKLY	3,355.85	3,523.85	3,699.69	3,884.31	4,080.00		
				HRLY RATE	41.95	44.05	46.25	48.55	51.00		
UTILITIES WORKER - WASTEWATER	M681	SEIU	2/1/2021	MONTHLY	7,417.00	7,784.00	8,174.00	8,582.00	9,016.00		9420
				BIWEEKLY	3,423.23	3,592.62	3,772.62	3,960.92	4,161.23		
				HRLY RATE	42.79	44.91	47.16	49.51	52.02		
UTILITY LOCATOR	M650	SEIU	2/1/2021	MONTHLY	6,931.00	7,275.00	7,638.00	8,021.00	8,419.00		9420
				BIWEEKLY	3,198.92	3,357.69	3,525.23	3,702.00	3,885.69		
				HRLY RATE	39.99	41.97	44.07	46.28	48.57		
WATER QUALITY SPECIALIST	M810	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
WATER RESOURCES SPECIALIST	M820	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
WATER RESOURCES TECHNICIAN	M830	SEIU	2/1/2021	MONTHLY	6,407.00	6,730.00	7,059.00	7,415.00	7,786.00		9420
				BIWEEKLY	2,957.08	3,106.15	3,258.00	3,422.31	3,593.54		
				HRLY RATE	36.96	38.83	40.73	42.78	44.92		

NOTES: HOURLY RATE
38 HOURS FOR LIBRARY PERSONNEL
56 HOURS FOR FIRE SHIFT PERSONNEL
40 HOURS FOR ALL OTHER PERSONNEL

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
MANAGERIAL / PROFESSIONAL LEVEL I	X111	NOT REPRESENTED	7/1/2017	MONTHLY	4,333.00				6,933.00		9410
				BIWEEKLY	1,999.85				3,199.85		
				HRLY RATE	25.00				40.00		
MANAGERIAL / PROFESSIONAL LEVEL II	X110	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
				BIWEEKLY	2,800.15				4,399.85		
				HRLY RATE	35.00				55.00		
OFFICE CLERICAL	X150	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				5,027.00		8810
				BIWEEKLY	1,249.85				2,320.15		
				HRLY RATE	15.62				29.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL I	X105	NOT REPRESENTED	7/1/2017	MONTHLY	6,933.00				10,400.00		9410
				BIWEEKLY	3,199.85				4,800.00		
				HRLY RATE	40.00				60.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL II	X104	NOT REPRESENTED	7/1/2017	MONTHLY	9,533.00				13,867.00		9410
				BIWEEKLY	4,400.00				6,400.15		
				HRLY RATE	55.00				80.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL III	X103	NOT REPRESENTED	7/1/2017	MONTHLY	13,867.00				29,466.00		9410
				BIWEEKLY	6,400.15				13,599.69		
				HRLY RATE	80.00				170.00		
PARAPROFESSIONAL	X140	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				6,413.00		9410
				BIWEEKLY	1,249.85				2,959.85		
				HRLY RATE	15.62				37.00		
PROTECTIVE SERVICE	X130	NOT REPRESENTED	7/1/2017	MONTHLY	3,120.00				11,267.00		7706
				BIWEEKLY	1,440.00				5,200.15		
				HRLY RATE	18.00				65.00		
SERVICE MAINTENANCE	X170	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				5,027.00		9420
				BIWEEKLY	1,249.85				2,320.15		
				HRLY RATE	15.62				29.00		
SKILLED CRAFT	X160	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,933.00		9420
				BIWEEKLY	1,600.15				3,199.85		
				HRLY RATE	20.00				40.00		
TECHNICAL LEVEL I	X121	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,067.00		9410
				BIWEEKLY	1,600.15				2,800.15		
				HRLY RATE	20.00				35.00		
TECHNICAL LEVEL II	X120	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
				BIWEEKLY	2,800.15				4,399.85		
				HRLY RATE	35.00				55.00		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY TO PROVIDE FOR ADJUSTMENT TO COMPENSATION, AND AMENDING THE CITY'S CLASSIFICATION AND WAGE AND SALARY PLAN TO UPDATE THE SALARY RANGE TO INCORPORATE THE COMPENSATION ADJUSTMENTS FOR THE CITY ATTORNEY

WHEREAS, pursuant to its authority, the Redwood City Council periodically determines whether to make adjustments to the salary and benefits plan for the appointed positions of City Manager and City Attorney; and

WHEREAS, the City Council has conducted an annual performance evaluation of the City Attorney, and reviewed compensation with respect to survey data of comparable positions in benchmark cities; and

WHEREAS, the City Council seeks to acknowledge the performance of the City Attorney and ensure that salary remains competitive and in appropriate alignment with other City classifications.

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

1. The Fourth Amendment to City Attorney Employment Agreement, attached hereto as Exhibit A, to effectuate the compensation adjustments is approved; and

2. The Mayor is hereby authorized to execute the Fourth Amendment to City Attorney Employment Agreement, attached hereto as Exhibit A.

3. The City's Classification and Salary Plan is hereby amended to reflect increases to salary ranges as shown in Exhibit B.

3. This resolution shall be effective upon the date of its adoption.

* * *

EXHIBIT A

FOURTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

This FOURTH AMENDMENT to the EMPLOYMENT AGREEMENT dated August 22, 2016 between the City of Redwood City, a Charter City and Municipal Corporation of the State of California ("City"), and Veronica Ramirez ("Employee") is entered into as of the 1st day of July, 2021.

WHEREAS, in conformance with its performance review and compensation program for its appointees, the City Council has evaluated salary survey data of comparable positions in benchmark cities, and wishes to adjust Employee's salary and benefits accordingly as well as acknowledge Employee's performance.

WHEREAS, it is now the mutual desire and intent of the parties to amend the Agreement to increase Employee's annual salary to $285,067.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement and as provided herein, the Agreement is AMENDED to read as follows:

1. Section 3 of the Agreement, entitled "**Compensation & Benefits**," is hereby deleted and replaced with Section 3 below.

3. COMPENSATION & BENEFITS

A. Employee shall be paid two hundred eighty-five thousand sixty-seven dollars ($285,067) per year effective the first full pay period on or after July 1, 2021, payable in installments at the same time other City executive management employees are paid. Hereafter, Employee shall receive the compensation adjustments (cost of living [COLA], lump sum payments, one-time leave hours) approved by the City Council in the same amount and at the same time as they are approved for unrepresented department heads, except for any COLA approved in 2021 for unrepresented department heads.

B. The City Council shall conduct an annual evaluation each year and may also conduct quarterly evaluations. The evaluation process shall address goals and objectives set for the past twelve-month period and establish goals and objectives for the upcoming 12-month period. The City Council shall provide Employee with its written comments, if any, during its annual evaluation of Employee, and may discuss its evaluation with Employee. At the time of evaluation, the City Council will consider performance-based salary adjustments. The City Council shall also provide an informal mid-year performance review of the Employee after her first six months of employment.

C. Employee shall be entitled to the benefits specified in City of Redwood City Executive Management Summary of Benefits (Dated July 1, 2020), as it may be amended from time to time, and which is attached hereto as **Exhibit A** and incorporated herein by reference, except that Employee's annual professional development allowance shall be $2,400. Employee's annual professional development allowance may be adjusted hereafter by Council resolution. In addition, Employee shall receive a cell phone allowance of $75 per month, as compensation for the regular use of a personal cell phone in the course of work.

Vacation accrual shall continue at the rate of one hundred and sixty (160) hours annually and shall increase in accordance with the schedule set forth in the Executive Management Summary of Benefits. Vacation shall not be accumulated in excess of two (2) years of accrued vacation leave computed to the 31st of December, except upon written authorization of the City Council.

D. The City Council agrees to budget for and pay Employee's annual California State Bar Association dues. The City Council also agrees to budget for and pay the professional dues, subscriptions, courses, institutes, seminars and travel expenses of Employee for participation in professional activities required by law or authorized by City Council. To the extent provided for in the City's annual budget, the City Council encourages Employee to attain positions of leadership in national, state, regional and local associations and organizations relevant to Employee's profession. Subject to budgetary limitations imposed by the City Council, the City Council agrees to pay for travel and subsistence expenses necessary to discharge Employee's official duties for such associations and organizations.

2. Effect of Amendment. Except to the extent the Agreement is modified by this Fourth Amendment, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.

3. Counterparts. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Fourth Amendment.

[*Signature Page Follows*]

This Fourth Amendment has been executed by the parties on the dates noted below.

EMPLOYEE:

_____ Dated: _____
VERONICA RAMIREZ

CITY OF REDWOOD CITY:

_____ Dated: _____
DIANE HOWARD, MAYOR

ATTEST:

_____ Dated: _____
PAMELA AGUILAR, CITY CLERK

APPROVED AS TO FORM:

_____ Dated: _____
ELEONOR IGNACIO
SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A
PROPOSED EXECUTIVE MANAGEMENT SUMMARY OF BENEFITS 7-1-20

CITY OF REDWOOD CITY

EXECUTIVE MANAGEMENT SUMMARY OF BENEFITS

Revised
July 1, 2020

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The purpose of the Executive Management Summary of Benefits is to establish and maintain benefits that will attract and retain the best available talent for the City of Redwood City. Additionally, the Summary of Benefits is established to ensure Executive Management benefits stay in balance with other city employees.

I. EXECUTIVE MANAGEMENT BENEFITS APPLY TO THE FOLLOWING CLASSIFICATIONS:

Assistant City Attorney
Assistant City Manager
Assistant Parks, Recreation and Community Services Director
Assistant Public Works Director
City Clerk
Community Development and Transportation Director
Community Development Services Manager – Building
Community Development Services Manager – Engineering
Community Development Services Manager - Planning
Communications Manager
Deputy City Attorney
Deputy City Manager
Deputy Police Chief
Economic Development Manager
Finance Director
Financial Services Manager
Fire Chief
Human Resources Director
Information Technology Manager
Library Director
Parks, Recreation and Community Services Director
Police Captain
Police Chief
Public Works Services Director
Senior Assistant City Attorney

Individuals in the above classifications are at-will employees.

The following Council appointed positions will receive at a minimum all benefits of the Executive Management Group and at Council discretion any additional benefits:

City Attorney
City Manager

II. COMPENSATION

MARKET EQUITY and SALARY SETTING

The comparable labor market will include those cities that provide full-service, are in the Bay Area job pool, recognized as excellent organizations, and have comparable service outputs. These cities include Alameda, Berkeley, Hayward, Mt. View, Palo Alto, San Leandro, San Mateo, South San Francisco, and Sunnyvale. The market study shall be based on total compensation, including such factors as salary, benefits, and other employer payments typically considered when determining total compensation.

Upon Council direction the City Manager shall request external labor market comparisons for all classifications in the Executive Management Group. Upon review of the labor market comparison and the City's financial condition the City Council may approve implementation of new salary ranges for the Executive Management Group.

Individual Executive Management salaries for Department Heads are reviewed by the City Manager on an annual basis and are set anywhere within the established range based on performance. Individual Executive Management salaries for Division Managers are reviewed by the Department Head and recommended to the City Manager on an annual basis and are set anywhere within the established range based on performance.

INTERNAL ALIGNMENT

All Executive Management classifications shall maintain a minimum differential of 10% above subordinate classifications. The comparative analysis shall include the top of the range of the executive classification and the top of the range (or top step) of the subordinate classification. Premium pay received by the subordinate classification will be included in the comparison if such pay is received on a regular and continuous basis, and the supervising classification is not similarly eligible for such pay. Adjustments in salary ranges to maintain the differential will be effective the same date the subordinate class received the adjustment.

The classifications of Police Captain, Deputy Police Chief, and Police Chief shall be exempt from the internal alignment standard through June 30, 2021. Salary adjustments for these classifications shall be granted annually, with the intent of achieving the ten percent (10%) internal alignment standard over time.

Adjustments to salary ranges due to compaction may be approved by the City Manager for immediate effect, and such changes shall be submitted for Council approval as soon as practical.

EXCEPTIONAL PERFORMANCE BONUS

The City Council shall continue to provide a bonus program for the Executive Management Group that will offer incentives and commensurate rewards for exceptional service or contributions. Any bonus granted under this program is at the discretion of the City Manager and is awarded when previously established stretch goals have been met or when the City Manager deems it appropriate. Employees in the Executive Management Group are eligible to receive up to a 5% of their base salary one time each fiscal year. It is not expected that all positions will receive bonuses each year since this program is intended to recognize only exceptional performance. This program is not a method of recognizing expected or above average performance. Again, the bonus program is only for exceptional service to the city or community. Any bonus awarded under this program is not considered part of base salary nor is there any intention that any bonus serve as the basis for any future compensation.

Annually as part of the budget process, the City Manager recommends to Council an amount to be appropriated for this program for the ensuing fiscal year. This amount may be based upon experience and may be expanded or reduced in accordance with the City's financial prospects and the City Manager's/City Council's satisfaction with the program.

CITY PAID DEFERRED COMPENSATION CONTRIBUTION

Effective October 1, 2001, the City shall contribute 2% of compensation to a deferred compensation program for all Executive Management classifications.

RETIREMENT ENHANCEMENT PLAN (401-A)

All Executive Management employees shall be eligible to participate in the plan if they are employed as the City Manager, City Attorney, City Clerk, or are a Department Head, Deputy or Assistant Department Head, or Division Manager of the City of Redwood City.

The City paid contribution of 2% of compensation will go into a 401-A plan for the applicable classifications, as defined in plan document. Employee contributions shall be mandatory and determined by the City in accordance with the plan document and I.R.S. guidelines. Employee contributions effective January 1, 2017, or upon Council approval of the amended plan, whichever occurs later, shall be as listed in Appendix A.

For the purposes of this section compensation shall be defined as all regular pay and any applicable retroactive payments relating to said regular pay.

For the purposes of this section regular pay shall be defined as the amount appearing in the regular pay line on the participant's pay stub.

All Executive Management personnel will participate in the City's payroll direct deposit program. Employees shall be paid biweekly in accordance with City-wide payroll procedures.

III. LEAVE

a. **Vacation** – Vacation accruals will be set by the City Manager based on years of service with City and total public sector years or years in the industry.

Executive Management will accrue vacation based on years of service based on the following schedule:

- Date of Hire through the fourth year of service – 3.077 hours per pay period, yields 80 hours of vacation per year).
- Fifth through the ninth year of service – 4.615 hours per pay period, yields 120 hours of vacation per year.
- Tenth through the sixteen year of service – 6.154 hours per pay period, yields 160 hours of vacation per year.
- Seventeenth through the nineteenth year of service – 6.923 hour per pay period, yields 180 hours of vacation per year.
- Twentieth and subsequent years of service – 7.692 hour per pay period, yields 200 hours of vacation per year.

Vacation leave shall not be accumulated in excess of two (2) years' worth of vacation accrual computed to the 31st of December, except upon written authorization of the City Manager. In certain unique circumstances, the City Manager may authorize a payout of excess vacation leave over the maximum accrual cap.

- **Illness During Vacation** - An employee who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on sick leave.

When the employee's vacation leave is converted to sick leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance, and

a reasonable opportunity to utilize this vacation credit shall be provided within the City's existing practices in order to avoid loss of vacation credit.

b. **In-Lieu Hours** - In-Lieu Hours are established to recognize the inherent and distinctive terms and conditions of employment of Executive Management classifications. These positions are distinguished from all other merit system positions in that they serve solely at the pleasure of the City Manager or appointing authority in an exempt at will capacity, they may be removed without cause, and they are expected to work on call numerous hours beyond the regular work week without any additional form of compensation.

In partial recognition of the extra work hours expected of these positions, in-lieu hours are established. Executive Management employees are eligible to receive one hundred sixty (160) hours per calendar year of in-lieu hours. This leave may be taken as time off, or paid in cash for any portion of this leave remaining as of the payroll period which includes December 31 of the calendar year or may go into the employee's 401(a) account (where permitted by the plan document). Newly appointed Executive Management employees who have served less than one full calendar year may receive a prorated portion of this leave at the discretion of the City Manager.

c. **Holidays** - The following are recognized holidays:

New Year's Day
Martin Luther King, Jr. Day (observed on the third Monday in January)
President's Day (observed on the third Monday in February)
Memorial Day (observed on the last Monday in May)
Independence Day
Labor Day (observed on the first Monday in September)
Veterans Day (observed November 11)
Thanksgiving Day
The Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Two Administrative Holidays

- **Administrative Holiday** - At the option of the employee, an employee may receive pay at the employee's straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding twenty-six (26) pay periods), payment will be made no later than the first pay period in February.

- **Holiday During Vacation** - In the event any of the holidays above occur while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

d. **Sick Leave** - Sick leave with pay shall be granted to all regular employees except as hereinafter provided, at the rate of one (1) working day for each full calendar month of service (3.693 hours per pay period), credited on a biweekly basis.

Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease, and caring of family members or domestic partner whose illness required the employee's care. Sick leave may also be utilized for specified circumstances as provided for by City Policy and State and Federal law, including use of up to one-half of sick leave accrued in any calendar year to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Unused sick leave may be accumulated to maximum sick leave credits of 1200 hours.

In the event an employee has accumulated the maximum sick leave credits of 1200 hours and the employee becomes so severely ill that he exhausts his/her sick leave, the City Manager may authorize additional sick leave to include any sick leave in excess of the 1200 hours maximum which may have been lost due to the maximum limitation; provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer.

An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the first twenty-six (26) pay periods in the calendar year) by requesting payment of unused sick leave in writing to the Director of Finance no later than December 1 prior to the calendar year in which leave is

earned. Payment shall be made at fifty percent (50%) of the unused sick leave hours accrued for that calendar year at the salary for the year the payment is being made and shall be made after December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum of 1200 hours.

If an employee terminates his/her employment, for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

Employees who retire from City employment with benefits from PERS or who die while in the employ of the City shall be eligible to receive fifty percent (50%) of accrued unused sick leave. In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Human Resources Division, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the employee's insurance policy will receive the payment of such unused sick leave as provided under the provisions for an employee who elects to receive compensation in lieu of sick leave credits.

Employees discharged shall not be eligible for payment of unused sick leave.

- **PERS Sick Leave Credit** - In the event the PERS sick leave credit contract option is provided to any employee organization in the miscellaneous group of employees, all Executive Management employees shall be granted this benefit.

e. **Absences Less Than One (1) Day** - Executive Management shall charge the appropriate leave balances (vacation, sick, administrative) only for absences of one (1) or more working days.

f. **Industrial Disability Leave**

Non-Safety employees hired on or after April 1, 1983, shall be entitled to industrial disability leave without loss of compensation for the period of such disability to a maximum of sixty (60) days or until retirement, whichever occurs first. In accordance with Labor Code 4850, public safety employees shall be entitled to industrial disability leave without loss of compensation for the period of such disability to a maximum of one (1) year, or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any salary replacement benefit payments received as a result

of workers' compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by workers' compensation.

g. **Bereavement Leave** – In the event of a death in the immediate family member of an employee in the Executive Management Group that employee, upon request, shall be granted such time off with pay as is necessary to make arrangements for and/or attend the funeral not to exceed three (3) regularly scheduled working days or four (4) days in the event the funeral is 300 or more miles from the City. For bereavement leave, immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, half-brother, half-sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparent, grandchild, and stepfather, stepmother, stepchild in those cases where direct child rearing-parental relationship may be demonstrated to have existed.

h. **Military Leave** - The provisions of the Military and Veterans Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves.

i. **Parental Leave of Absence Without Pay** - Qualifying employees shall be granted upon request a leave of absence without pay for the purpose of parent-child bonding following the birth of a child or the placement of a child in the employee's family for adoption or foster care for a period of up to one (1) year.

The employee on leave shall be returned to his/her original position or if that position is not in existence, to an equivalent position within his/her classification.

A parental leave is granted without pay for the duration of leave. Where an employee has accrued paid vacation, NAVL, compensatory time, or sick leave, that paid leave may be substituted for all or part of any unpaid parental leave. The City may also require use of paid accrued leave during parental leave in accordance with City policy and Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) regulations.

The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave. Medical and dental insurance coverage during any portion of parental leave that does not run concurrently with FMLA, CFRA or PDL shall be at the employee's own expense.

Parental Leave shall run concurrently with leave provisions provided under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), in accordance with State and Federal Law and City policy.

In any case in which two employees of the City are entitled to parental leave for the same child, the aggregate number of workweeks of parental leave to which both may be entitled shall be limited to fifty-two (52) workweeks during any twelve (12) month period.

j. **Leave for Pregnancy Disability** – In accordance with the California Fair Employment and Housing Act and City policy, employees are entitled to pregnancy disability leave.

k. **Family and Medical Leave**
In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993, and City policy, qualifying regular part-time and full-time employees are entitled to leave.

l. **Court Appearance Leave** - Leave for court appearance shall be granted by the City for court appearance on behalf of the City with no loss of salary.

m. **Jury Duty** - Any employee whose name shall be selected from the list of trial jurors to serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work; provided, however, that the City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any employee required to serve as a juror shall not have his/her regular starting or quitting time changed as a result of being called for jury service.

n. **Leave of Absence** - Upon written request of an employee, the City Manager may grant a leave of absence without pay for a period not to exceed one (1) year. Any authorization for a leave of absence without pay shall be made in writing by the City Manager.

During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the City. The City may cancel the leave of absence or terminate any employee who violates the terms and conditions of the written permission for the leave.

Unless required by law, employees shall not receive City contributions to benefits or accrue vacation, sick leave or other paid leave, during leave of absence without pay. Employees on unpaid leave of absence may continue group health insurance coverage provided the employee pays the entire cost of coverage for the option

selected. Late payment may result in cancellation of health plan coverage with no-reinstatement allowed.

IV. HEALTH BENEFITS

Medical Insurance/Cafeteria Plan - The City agrees to contract with the California Public Employee's Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et, seq.), for the purpose of providing medical insurance benefits for employees

The City's maximum contribution for each eligible, active employee for a Health Benefit Plan (as referenced in Government Code Section 22892) shall not exceed the CalPERS minimum contribution, adjusted annually by the CalPERS Board to reflect any change to the medical care component of the Consumer Price Index.

All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et. Seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees. In the event there are any costs not charged to the City due to delays by CalPERS and/or other administrative agencies in calculating, or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.

The health plans offered shall be those of the California Public Employee's Retirement System (PERS) or any other reasonably comparable health plan options.

The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan establishing the following individual accounts for each active employee:

A. Group Health Plan Medical Premiums
B. Flexible Spending Account for Dependent Care
C. Flexible Spending Account for Medical Expenses

Effective January 1, 2012, the City's monthly contribution for each eligible full-time employee for the aforementioned Cafeteria Plan shall be equal to ninety percent (90%) of the premium of the health plan and level of coverage selected by the employee, up to ninety percent (90%) of the CalPERS Bay Area Kaiser Family Premium per employee, minus applicable administration fees.

Health Savings/Cash Option – Effective January 1, 2012, if an employee elects no City-offered health insurance coverage and provides attestation of alternate "minimum essential coverage" for the employee and all individuals in his or her tax family, $200 per month may be taken as cash. The employee may also elect to have such funds deposited in a Flexible Spending Account (FSA) or Dependent Care Reimbursement Account.

Retiree Health – For Executive Management employees hired before January 1, 2013 who have five (5) years of service, or hired on or after January 1, 2013 who have ten (10) years of service, and retire under the City's retirement plan within one hundred twenty (120) days of separation from City employment, the retirement stipend paid by the City shall be as follows:

Retiree Health Tier 1: For retirees hired by the City before September 1, 2018, the City's stipend shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

For Retiree Health Tier 1 retirees hired by the City before September 1, 2018, who reside in other higher priced regions, the City's stipend shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage based on the Bay Area Regional pricing schedule. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

Retiree Health Tier 2: For retirees hired by the City on or after September 1, 2018, the City's stipend shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

For Retiree Health Tier 2 retirees hired by the City on or after September 1, 2018, who reside in other higher priced regions, the City's stipend shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

For Retiree Health Tier 2 employees who separate employment via a service retirement during the term of this MOU, this benefit shall continue until the retiree becomes eligible for Medicare. Once the retiree becomes eligible for Medicare, the City's stipend shall not exceed the single party cost of the "Kaiser Permanente SR Advantage Plan." Should that

plan be abolished, the City's stipend will not exceed the single party cost of the next most comparable plan. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

Dental Insurance - The City shall continue to provide to eligible employees and dependents, including domestic partners, dental insurance. Coverage to be as follows: $2,100 annual cap for basic coverage and $2,500 lifetime cap for orthodonture effective October 1, 2001. The City will pay ninety percent (90%) of the dental insurance premium for eligible employees and dependents.

Vision Care - The City shall continue to contract with Vision Service Plan (VSP) or a comparable vision care provider to provide vision care benefits for employees and their dependents including domestic partners. The Vision Service Plan B provides for an exam every twelve (12) months, lenses every twelve (12) months if needed, and frames every twenty-four (24) months if needed. There will be no deductible for employees, but a twenty dollar ($20.00) per person deductible will apply to dependents each time benefits are available and will be paid by the employee. The City will pay ninety percent (90%) of the vision insurance premium for eligible employees and dependents.

Savings Clause – If, pursuant to any federal or state law which may become effective subsequent to the effective date of this policy, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical programs shall be suspended and the contributions agreed to be paid monthly hereunder by the City shall be reduced each month by the amounts which the city is required to expend during such month in the form of contributions or taxed to support said federal or state health plan.

If, as a result of such law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under the existing major plan, the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the existing major plan. The City need only expend for this purpose the actual amount required to achieve parity between the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution.

Life Insurance – The City shall provide "basic" life insurance coverage of three thousand dollars ($3,000) to all members of the Executive Management Group. The City shall offer to eligible employee's additional life insurance equal to one and one-half (1-1/2) times the employee's annual salary at a 60/40 premium contribution split between the City and the employee respectively.

Long Term Disability - The City will contract to provide Long Term Disability Insurance for Executive Management employees. The City will pay the full cost of the basic rate (basic rate provides for up to a three thousand dollars ($3,000) maximum monthly payout). A buy-up option will be included to offer the employee the opportunity to increase their coverage, at their own expense, up to an additional three thousand dollars ($3,000) monthly payout. The total maximum monthly payout available will be six thousand dollars ($6,000).

Social Security - In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

COBRA - The City may cause employees not entitled to the benefits set forth in this Article who are allowed to remain on a City health insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to be charged for such coverage at the maximum rate permissible by law (presently 102% of the premium for an active employee).

V. RETIREMENT

Public Employees' Retirement System (PERS) -

Tier 1: For employees hired before October 24, 2011, the City shall provide the Local Miscellaneous Members Section 21354.5 two and seven-tenths percent (2.7%) at age fifty-five (55) retirement formula, and the Public Safety members Section 21362.2 three percent (3%) at age fifty (50) retirement formula. Final compensation is calculated based on the single highest year in accordance with Government Code Section 20042.

Tier 2: - Retirement benefits for employees hired on or after October 24, 2011, and do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f), shall be those established by the Public Employees' Retirement System (PERS) for Local Miscellaneous Members two percent (2%) at sixty (60) formula retirement plan in accordance with Government Code Section 21353, and for Safety Members three percent (3%) at Age Fifty-Five (55) formula retirement plan in accordance with Government Code Section 21363.1. Final compensation is calculated based on the

average of three years of employment in accordance with Government Code Section 20037.

Tier 3: - For employees hired on or after January 1, 2013 and meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan for Local Miscellaneous Members, and two and seven-tenths percent (2.7%) at age fifty-seven (57) formula retirement plan for Local Safety members in accordance with Government Code Section 7522.20. Final compensation is calculated based on the average of three years of employment, in accordance with Government Code Section 7522.32.

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions, which consists of one-half of the total normal costs for pension. New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

Employee Member Contribution

Effective October 31, 2016 the employee shall pay the full required employee contribution in accordance with the established plan. The current required contribution rates are as follows:

	Miscellaneous Members	Public Safety Members
Tier 1	8%	9%
Tier 2	7%	9%
Tier 3*	6.25%	12.75%

*The mandatory contribution for Tier 3 Members is 50% of the normal cost of the benefit, subject to change each fiscal year.

Employee Contribution to Employer Share of Pension - The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

Effective July 10, 2017 in accordance with Section 20516(f) of the Government Code, Miscellaneous Member employees in Tier 1 and Tier 2 retirement formula plans shall pay a total of seven percent (7%) of salary toward the employer cost of retirement. Public Safety Member employees in Tier 1 and Tier 2 retirement formula plans shall continue to pay a total of nine percent (9%) of salary toward the employer cost of retirement. All employees in the Tier 3 retirement formula plans shall continue to pay a total of two percent (2%) of salary toward the employer cost of retirement. The current contribution rates are as follows:

	Miscellaneous Members	Public Safety Members
Tier 1	7%	9%
Tier 2	7%	9%
Tier 3*	2%	2%

The contributions to the employer share of pension shall not be credited to the employee account at CalPERS and shall not be reimbursed to the contributor by the City at any time for any reason.

PERS Military Leave Credit Option – Members who are qualified may apply to PERS for up to four- (4) year's military credit. The individual employee would be responsible for payment of all the costs of this benefit except for the contractual option between the City of Redwood City and the Public Employees Retirement System.

VI. REIMBURSEMENTS/ALLOWANCES

a. **Educational Expense Reimbursement** - Executive Management employees shall be eligible for reimbursement of costs of tuition, registration fees, books and supplies, and other educational expenses incurred in connection with enrollment in and successful completion of courses of instruction related to the employee's position with the City or a higher position with the City.

An Executive Management employee shall be eligible to receive reimbursement not to exceed one thousand five hundred dollars ($1,500.00) per fiscal year, provided that the courses of instruction require attendance at an accredited community college or university, are part of a curriculum leading to a degree, are approved in advance of enrollment by the Human Resources Division, and the employee successfully completes such course submitted for reimbursement with a grade of "C" or better. The Educational Expense Reimbursement Program may be used for professional development workshops or seminars, and with approval of both the Department Head and City Manager, for participation in leadership development programs.

b. **Professional Development Reimbursement** – Reimbursement for authorized personal development and improvements will be granted to Executive Management up to a maximum of seven hundred and fifty dollars ($750.00) per fiscal year. The following items are examples: Civic, community and professional organizations; professional development costs such as purchase of personal computers and related devices, tuition for job-related seminars, conferences and educational work or other professional development membership costs not included in the departmental budget. With department head and City Manager

approval, personal well-being activities such as fitness and gym membership fees can be applied to the $750.00 per year.

Professional development requires approval by both the Department Head and City Manager.

Taxability of this benefit allowance is governed by the provisions of the Internal Revenue Code and State and local regulations. Upon separation of employment, the employee retains ownership of any devices purchased with Professional Development funds.

c. **Auto Allowance** - Executive Management employees who are required to keep available a privately-owned vehicle for use in traveling on City business during his/her working days as a condition of employment shall receive an amount equal to estimated actual costs, including costs of fuel, maintenance, repairs insurance and depreciation, which amount shall not exceed $400.00 per month for Department Heads and $300.00 for all other Executive Management employees.

Executive Management employees may receive additional compensation based on the current prescribed IRS mileage reimbursement rate per mile for work-related travel outside the Bay Area, where the total round-trip exceeds 150 miles from the employee's regular work location. Mileage records shall be maintained for establishing such payment.

For travel where the total round-trip exceeds three hundred (300) miles, additional compensation shall not exceed actual coach air fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided.

Executive Management employees may be eligible to receive a city vehicle in-lieu of auto allowance upon authorization from the City Manager.

d. **Uniform Allowance –** Effective July 1, 2018, Fire Chief, Police Chief, Deputy Police Chief and Police Captains shall be paid an annual uniform allowance of eight hundred dollars ($800.00). Uniform allowance will be paid on a pay period basis at twenty eight dollars and forty-six cents ($30.77) per pay period as part of their regular paychecks. For classic CalPERS members as defined by PEPRA, the City will report to CalPERS the monetary value of this uniform allowance on a per pay period basis.

e. **Cellular Phone Stipend** – Employees required to use a cell phone for City business shall receive a cellular phone stipend of thirty-four dollars and sixty-two cents ($34.62) per pay period. Employees who are issued a City-owned cellular

phone for City business are ineligible for the cellular phone stipend. The City Manager may authorize a cell phone stipend for certain employees in the Confidential Unit.

f. **Other Expenses** - Upon approval of the City Manager and department head, the City will reimburse employees for expenses incurred in performance of their assigned job duties when such other expenses are other than, or in addition to, expenses based upon mileage transportation costs, in accordance with the City's travel policy.

g. **Compensation for Vehicular Damage** - The existing City policy on Use of City Owned and Private Vehicles for City Business in effect currently and as subsequently amended, shall be followed.

h. **Licenses and Certificates** - Employees who are required by State or Federal agencies to be licensed or certified shall be reimbursed for the fees for such license or certificate, excluding licenses required by the Department of Motor Vehicles.

i. **Service Credit** - Executive Management employees shall have all years of service with the City of Redwood City credited toward accrual rates and benefit vesting privileges.

Appendix A
401(a) Retirement Plan Employee Contributions

Effective January 1, 2017, or upon Council approval of the amended 401(a) plan document, employee contributions shall be as follows:

Group 1: Executive members appointed prior to January 1, 2015 shall continue with the mandatory employee contribution designated at the time of appointment

Group 2: Executive members appointed on or after January 1, 2015 shall have mandatory employee contributions as follows:

City Manager and City Attorney	5% of Salary
Department Heads: • Public Safety • Miscellaneous Tier 3 (PEPRA)	5% of Salary
All other Executive Members	No Employee Contribution

EXECUTIVE MANAGEMENT
SALARY RANGES
3.5% COLA Effective July 6, 2020

Department Heads	Minimum Monthly Salary	Maximum Monthly Salary
Assistant City Manager	$16,334	$22.052
City Clerk	$10,743	$14,503
Comm. Devel. & Transp. Director	$14,663	$19,793
Deputy City Manager	$13,931	$18,806
Fire Chief	$18,731	$23,415
Human Resources Director	$14,385	$19,421
Library Director	$14,355	$19,380
Police Chief	$17,628	$23,798
PRCS Director	$15,005	$20,257
PWS Director	$15,005	$20,257

Division Heads, Deputy/Assistant Director, and Other Executives	Minimum Monthly Salary	Maximum Monthly Salary
Assistant City Attorney	$12,764	$17,232
Assistant PRCS Director	$12,378	$16,711
Assistant Public Works Director	$12,378	$16.711
CD Manager Building	$11,333	$15,299
CD Manager Engineering	$13,651	$18,430
CD Manager Planning	$11,940	$16,119
Communications Manager	$10,743	$14,503
Deputy City Attorney	$9,895	$13,359
Deputy Police Chief	$16,784	$22,658
Economic Development Manager	$12,408	$16,750
Financial Services Manager	$12,408	$16,750
Information Technology Manager	$12,408	$16,750
Police Captain	$15,975	$21,577
Senior Assistant City Attorney	$14,041	$18,955

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
ACCOUNT CLERK I	E730	SEIU	2/1/2021	MONTHLY	5,017.00	5,267.00	5,531.00	5,808.00	6,097.00		8810
				BIWEEKLY	2,315.54	2,430.92	2,552.77	2,680.62	2,814.00		
				HRLY RATE	28.94	30.39	31.91	33.51	35.18		
ACCOUNT CLERK II	E700	SEIU	2/1/2021	MONTHLY	5,514.00	5,791.00	6,081.00	6,384.00	6,706.00		8810
				BIWEEKLY	2,544.92	2,672.77	2,806.62	2,946.46	3,095.08		
				HRLY RATE	31.81	33.41	35.08	36.83	38.69		
ACCOUNTANT	C440	RCMEA	10/12/2020	MONTHLY	8,434.00				10,123.00		9410
				BIWEEKLY	3,892.62				4,672.15		
				HRLY RATE	48.66				58.40		
ACCOUNTING TECHNICIAN I	E620	SEIU	2/1/2021	MONTHLY	5,763.00	6,045.00	6,352.00	6,672.00	7,006.00		8810
				BIWEEKLY	2,659.85	2,790.00	2,931.69	3,079.38	3,233.54		
				HRLY RATE	33.25	34.88	36.65	38.49	40.42		
ACCOUNTING TECHNICIAN II	E735	SEIU	2/1/2021	MONTHLY	6,340.00	6,655.00	6,990.00	7,336.00	7,707.00		8810
				BIWEEKLY	2,926.15	3,071.54	3,226.15	3,385.85	3,557.08		
				HRLY RATE	36.58	38.39	40.33	42.32	44.46		
ADMINISTRATIVE ASSISTANT	C715	RCMEA	10/12/2020	MONTHLY	7,723.00				9,275.00		8810
				BIWEEKLY	3,564.46				4,280.77		
				HRLY RATE	44.56				53.51		
ADMINISTRATIVE CLERK I	E795	SEIU	2/1/2021	MONTHLY	4,591.00	4,820.00	5,059.00	5,315.00	5,581.00		8810
				BIWEEKLY	2,118.92	2,224.62	2,334.92	2,453.08	2,575.85		
				HRLY RATE	26.49	27.81	29.19	30.66	32.20		
ADMINISTRATIVE CLERK II	E770	SEIU	2/1/2021	MONTHLY	5,053.00	5,306.00	5,569.00	5,850.00	6,139.00		8810
				BIWEEKLY	2,332.15	2,448.92	2,570.31	2,700.00	2,833.38		
				HRLY RATE	29.15	30.61	32.13	33.75	35.42		
ADMINISTRATIVE CLERK III	E710	SEIU	2/1/2021	MONTHLY	5,553.00	5,832.00	6,123.00	6,430.00	6,750.00		8810
				BIWEEKLY	2,562.92	2,691.69	2,826.00	2,967.69	3,115.38		
				HRLY RATE	32.04	33.65	35.33	37.10	38.94		
ADMINISTRATIVE SECRETARY	C710	RCMEA	10/12/2020	MONTHLY	7,386.00				8,861.00		8810
				BIWEEKLY	3,408.92				4,089.69		
				HRLY RATE	42.61				51.12		
ASSISTANT CITY ATTORNEY	C415	EXEC. SERV.	7/6/2020	MONTHLY	12,764.00				17,232.00		9410
				BIWEEKLY	5,891.08				7,953.23		
				HRLY RATE	73.64				99.42		
ASSISTANT CITY CLERK	C675	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		8810
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
ASSISTANT CITY MANAGER	C110	EXEC. SERV.	7/6/2020	MONTHLY	16,334.00				22,052.00		9410
				BIWEEKLY	7,538.77				10,177.85		
				HRLY RATE	94.23				127.22		
ASSISTANT COMMUNITY DEVELOPMENT & TRANSPORTATION DIRECTOR	C140	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSISTANT ENGINEER I	G700	SEIU	2/1/2021	MONTHLY	8,098.00	8,506.00	8,932.00	9,378.00	9,845.00		9410
				BIWEEKLY	3,737.54	3,925.85	4,122.46	4,328.31	4,543.85		
				HRLY RATE	46.72	49.07	51.53	54.10	56.80		
ASSISTANT ENGINEER II	G600	SEIU	2/1/2021	MONTHLY	8,907.00	9,355.00	9,823.00	10,318.00	10,829.00		9410
				BIWEEKLY	4,110.92	4,317.69	4,533.69	4,762.15	4,998.00		
				HRLY RATE	51.39	53.97	56.67	59.53	62.48		
ASSISTANT PARKS, RECREATION & COMMUNITY SERVICES DIRECTOR	C135	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSISTANT PLANNER	H750	SEIU	2/1/2021	MONTHLY	8,005.00	8,409.00	8,826.00	9,269.00	9,732.00		9410
				BIWEEKLY	3,694.62	3,881.08	4,073.54	4,278.00	4,491.69		
				HRLY RATE	46.18	48.51	50.92	53.48	56.15		
ASSISTANT PUBLIC WORKS DIRECTOR	C204	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSOCIATE ENGINEER	G500	SEIU	2/1/2021	MONTHLY	9,804.00	10,292.00	10,809.00	11,347.00	11,916.00		9410
				BIWEEKLY	4,524.92	4,750.15	4,988.77	5,237.08	5,499.69		
				HRLY RATE	56.56	59.38	62.36	65.46	68.75		
ASSOCIATE PLANNER	H700	SEIU	2/1/2021	MONTHLY	8,808.00	9,248.00	9,708.00	10,199.00	10,707.00		9410
				BIWEEKLY	4,065.23	4,268.31	4,480.62	4,707.23	4,941.69		
				HRLY RATE	50.82	53.35	56.01	58.84	61.77		
BATTALION CHIEF	C300	COA	10/12/2020	MONTHLY	14,674.00				17,837.00		7706
				BIWEEKLY	6,772.62				8,232.46		
				HRLY RATE	60.47				73.50		
BATTALION CHIEF - 40 HR	C301	COA	10/12/2020	MONTHLY	15,921.00				19,351.00		7706
				BIWEEKLY	7,348.15				8,931.23		
				HRLY RATE	91.85				111.64		
BODY WORN CAMERA PROGRAM MANAGER	C528	RCMEA	6/28/2021	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
BUILDING ATTENDANT III	N810	SEIU	2/1/2021	MONTHLY	3,254.00	3,414.00	3,584.00	3,762.00	3,952.00		8810
				BIWEEKLY	1,501.85	1,575.69	1,654.15	1,736.31	1,824.00		
				HRLY RATE	18.77	19.70	20.68	21.70	22.80		
BUILDING INSPECTOR	K710	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
BUILDING MAINTENANCE WORKER	N670	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
CAPITAL IMPROVEMENT PROGRAM MANAGER	C435	RCMEA	10/12/2020	MONTHLY	12,177.00				14,607.00		9410
				BIWEEKLY	5,620.15				6,741.69		
				HRLY RATE	70.25				84.27		
CDBG/HOME ADMINISTRATOR	C323	RCMEA	10/12/2020	MONTHLY	10,766.00				12,920.00		9410
				BIWEEKLY	4,968.92				5,963.08		
				HRLY RATE	62.11				74.54		
CHILD CARE SPECIALIST	E925	SEIU	2/1/2021	MONTHLY	7,098.00	7,455.00	7,829.00	8,220.00	8,628.00		9410
				BIWEEKLY	3,276.00	3,440.77	3,613.38	3,793.85	3,982.15		
				HRLY RATE	40.95	43.01	45.17	47.42	49.78		
CITY ATTORNEY	A170	EXEC. SERV.	7/5/2021	MONTHLY	23,756.00				23,756.00		9410
				BIWEEKLY	10,964.31				10,964.31		
				HRLY RATE	137.05				137.05		
CITY CLERK	A180	EXEC. SERV.	7/6/2020	MONTHLY	10,743.00				14,503.00		9410
				BIWEEKLY	4,958.31				6,693.69		
				HRLY RATE	61.98				83.67		
CITY COUNCIL MEMBER	A000	NOT REPRESENTED	1/22/2001	MONTHLY	750.00				750.00		9410
				BIWEEKLY	346.15				346.15		
				HRLY RATE	4.33				4.33		
CITY MANAGER	A100	EXEC. SERV.	7/5/2021	MONTHLY	27,854.00				27,854.00		9410
				BIWEEKLY	12,855.69				12,855.69		
				HRLY RATE	160.70				160.70		

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
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CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
CODE ENFORCEMENT OFFICER I	K750	SEIU	2/1/2021	MONTHLY	7,490.00	7,864.00	8,260.00	8,670.00	9,103.00		9410
				BIWEEKLY	3,456.92	3,629.54	3,812.31	4,001.54	4,201.38		
				HRLY RATE	43.21	45.37	47.65	50.02	52.52		
CODE ENFORCEMENT OFFICER II	K755	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
COMMUNITY DEVELOPMENT MANAGER - BUILDING	C406	EXEC. SERV.	7/6/2020	MONTHLY	11,333.00				15,299.00		9410
				BIWEEKLY	5,230.62				7,061.08		
				HRLY RATE	65.38				88.26		
COMMUNITY DEVELOPMENT MANAGER - ENGINEERING	C408	EXEC. SERV.	7/6/2020	MONTHLY	13,651.00				18,430.00		9410
				BIWEEKLY	6,300.46				8,506.15		
				HRLY RATE	78.76				106.33		
COMMUNITY DEVELOPMENT MANAGER - PLANNING	C407	EXEC. SERV.	7/6/2020	MONTHLY	11,940.00				16,119.00		9410
				BIWEEKLY	5,510.77				7,439.54		
				HRLY RATE	68.88				92.99		
COMMUNICATIONS DISPATCHER	E670	SEIU	2/1/2021	MONTHLY	7,971.00	8,366.00	8,790.00	9,229.00	9,692.00		8810
				BIWEEKLY	3,678.92	3,861.23	4,056.92	4,259.54	4,473.23		
				HRLY RATE	45.99	48.27	50.71	53.24	55.92		
COMMUNICATIONS MANAGER	C412	EXEC. SERV.	7/6/2020	MONTHLY	10,743.00				14,503.00		9410
				BIWEEKLY	4,958.31				6,693.69		
				HRLY RATE	61.98				83.67		
COMMUNICATIONS MULTIMEDIA ANALYST	C542	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
COMMUNICATIONS SUPERVISOR	C800	RCMEA	10/12/2020	MONTHLY	10,765.00				12,919.00		9410
				BIWEEKLY	4,968.46				5,962.62		
				HRLY RATE	62.11				74.53		
COMMUNITY DEVELOPMENT AND TRANSPORTATION DIRECTOR	B130	EXEC. SERV.	7/6/2020	MONTHLY	14,663.00				19,793.00		9410
				BIWEEKLY	6,767.54				9,135.23		
				HRLY RATE	84.59				114.19		
COMMUNITY SERVICE OFFICER	E705	SEIU	2/1/2021	MONTHLY	6,229.00	6,542.00	6,868.00	7,215.00	7,577.00		9410
				BIWEEKLY	2,874.92	3,019.38	3,169.85	3,330.00	3,497.08		
				HRLY RATE	35.94	37.74	39.62	41.63	43.71		
CONSUMER SERVICE TECHNICIAN	M750	SEIU	2/1/2021	MONTHLY	6,282.00	6,597.00	6,921.00	7,269.00	7,633.00		9410
				BIWEEKLY	2,899.38	3,044.77	3,194.31	3,354.92	3,522.92		
				HRLY RATE	36.24	38.06	39.93	41.94	44.04		
CUSTODIAL SERVICES SUPERVISOR	C825	RCMEA	10/12/2020	MONTHLY	8,023.00				9,629.00		9410
				BIWEEKLY	3,702.92				4,444.15		
				HRLY RATE	46.29				55.55		
DEPUTY CITY ATTORNEY	C107	EXEC. SERV.	7/6/2020	MONTHLY	9,895.00				13,359.00		9410
				BIWEEKLY	4,566.92				6,165.69		
				HRLY RATE	57.09				77.07		
DEPUTY CITY MANAGER	C855	EXEC. SERV.	7/6/2020	MONTHLY	13,931.00				18,806.00		9410
				BIWEEKLY	6,429.69				8,679.69		
				HRLY RATE	80.37				108.50		
DEPUTY FIRE CHIEF	C319	COA	10/12/2020	MONTHLY	18,197.00				21,286.00		7706
				BIWEEKLY	8,398.62				9,824.31		
				HRLY RATE	104.98				122.80		
DEPUTY FIRE MARSHAL	F800	FIRE	1/4/2021	MONTHLY	11,587.00	12,165.00	12,774.00	13,412.00	14,083.00		7706
				BIWEEKLY	5,347.85	5,614.62	5,895.69	6,190.15	6,499.85		
				HRLY RATE	66.85	70.18	73.70	77.38	81.25		
DEPUTY POLICE CHIEF	C230	EXEC. SERV.	7/6/2020	MONTHLY	16,784.00				22,658.00		7720
				BIWEEKLY	7,746.46				10,457.54		
				HRLY RATE	96.83				130.72		
ECONOMIC DEVELOPMENT MANAGER	C403	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		
EMERGENCY PREPAREDNESS AND OUTREACH COORDINATOR	C518	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST I	C682	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST II	C692	RCMEA	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
ENGINEERING TECHNICIAN I	G730	SEIU	2/1/2021	MONTHLY	6,015.00	6,318.00	6,633.00	6,967.00	7,314.00		9410
				BIWEEKLY	2,776.15	2,916.00	3,061.38	3,215.54	3,375.69		
				HRLY RATE	34.70	36.45	38.27	40.19	42.20		
ENGINEERING TECHNICIAN II	G710	SEIU	2/1/2021	MONTHLY	6,611.00	6,943.00	7,292.00	7,657.00	8,040.00		9410
				BIWEEKLY	3,051.23	3,204.46	3,365.54	3,534.00	3,710.77		
				HRLY RATE	38.14	40.06	42.07	44.18	46.38		
ENVIRONMENTAL INITIATIVES COORDINATOR	C541	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
EQUIPMENT MECHANIC I	N710	SEIU	2/1/2021	MONTHLY	6,417.00	6,741.00	7,074.00	7,428.00	7,802.00		9420
				BIWEEKLY	2,961.69	3,111.23	3,264.92	3,428.31	3,600.92		
				HRLY RATE	37.02	38.89	40.81	42.85	45.01		
EQUIPMENT MECHANIC II	N600	SEIU	2/1/2021	MONTHLY	7,056.00	7,407.00	7,776.00	8,167.00	8,574.00		9420
				BIWEEKLY	3,256.62	3,418.62	3,588.92	3,769.38	3,957.23		
				HRLY RATE	40.71	42.73	44.86	47.12	49.47		
EQUIPMENT SERVICE WORKER	N750	SEIU	2/1/2021	MONTHLY	5,579.00	5,853.00	6,144.00	6,454.00	6,781.00		9420
				BIWEEKLY	2,574.92	2,701.38	2,835.69	2,978.77	3,129.69		
				HRLY RATE	32.19	33.77	35.45	37.23	39.12		
FACILITIES MAINTENANCE SUPERVISOR	C385	RCMEA	10/12/2020	MONTHLY	10,240.00				12,286.00		9410
				BIWEEKLY	4,726.15				5,670.46		
				HRLY RATE	59.08				70.88		
FACILITY AIDE	N790	SEIU	2/1/2021	MONTHLY	4,595.00	4,824.00	5,064.00	5,319.00	5,584.00		9420
				BIWEEKLY	2,120.77	2,226.46	2,337.23	2,454.92	2,577.23		
				HRLY RATE	26.51	27.83	29.22	30.69	32.22		
FACILITY LEADER	N745	SEIU	2/1/2021	MONTHLY	5,305.00	5,569.00	5,848.00	6,138.00	6,447.00		9420
				BIWEEKLY	2,448.46	2,570.31	2,699.08	2,832.92	2,975.54		
				HRLY RATE	30.61	32.13	33.74	35.41	37.19		
FINANCE DIRECTOR	B135	EXEC. SERV.	7/6/2020	MONTHLY	14,663.00				19,793.00		9410
				BIWEEKLY	6,767.54				9,135.23		
				HRLY RATE	84.59				114.19		
FINANCIAL SERVICES MANAGER	C360	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		
FIRE CAPTAIN	F630	FIRE	1/4/2021	MONTHLY	10,929.00	11,472.00	12,048.00	12,647.00	13,279.00		7706
				BIWEEKLY	5,044.15	5,294.77	5,560.62	5,837.08	6,128.77		

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				HRLY RATE	45.04	47.27	49.65	52.12	54.72		
FIRE CHIEF	B150	EXEC. SERV.	7/6/2020	MONTHLY	18,731.00				23,415.00		7706
				BIWEEKLY	8,645.08				10,806.92		
				HRLY RATE	108.06				135.09		
FIRE FIGHTER/ENGINEER	F700	FIRE	1/4/2021	MONTHLY	8,392.00	8,813.00	9,254.00	9,720.00	10,205.00	10,712.00	7706
				BIWEEKLY	3,873.23	4,067.54	4,271.08	4,486.15	4,710.00	4,944.00	
				HRLY RATE	34.58	36.32	38.13	40.06	42.05	44.14	
FIRE FIGHTER/ENGINEER - 40 HR	F702	FIRE	1/4/2021	MONTHLY	8,392.00	8,813.00	9,254.00	9,720.00	10,205.00	10,712.00	7706
				BIWEEKLY	3,873.23	4,067.54	4,271.08	4,486.15	4,710.00	4,944.00	
				HRLY RATE	48.42	50.84	53.39	56.08	58.88	61.80	
FIRE MARSHAL	C306	COA	10/12/2020	MONTHLY	15,921.00				19,351.00		7706
				BIWEEKLY	7,348.15				8,931.23		
				HRLY RATE	91.85				111.64		
FIRE PLAN CHECKER	K760	SEIU	2/1/2021	MONTHLY	9,338.00	9,806.00	10,294.00	10,809.00	11,349.00		9410
				BIWEEKLY	4,309.85	4,525.85	4,751.08	4,988.77	5,238.00		
				HRLY RATE	53.87	56.57	59.39	62.36	65.48		
FIRE PREVENTION OFFICER	K715	FIRE	1/4/2021	MONTHLY	9,853.00	10,351.00	10,863.00	11,409.00	11,980.00		9410
				BIWEEKLY	4,547.54	4,777.38	5,013.69	5,265.69	5,529.23		
				HRLY RATE	56.84	59.72	62.67	65.82	69.12		
FLEET SUPERVISOR	C835	RCMEA	10/12/2020	MONTHLY	9,320.00				11,323.00		9410
				BIWEEKLY	4,301.54				5,226.00		
				HRLY RATE	53.77				65.33		
GIS MANAGER	C335	RCMEA	10/12/2020	MONTHLY	11,408.00				13,688.00		9410
				BIWEEKLY	5,265.23				6,317.54		
				HRLY RATE	65.82				78.97		
GIS TECHNICIAN	G750	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
GRAPHIC DESIGN SPECIALIST	L748	SEIU	2/1/2021	MONTHLY	5,876.00	6,172.00	6,476.00	6,799.00	7,142.00		8810
				BIWEEKLY	2,712.00	2,848.62	2,988.92	3,138.00	3,296.31		
				HRLY RATE	35.68	37.48	39.33	41.29	43.37		
HOUSING AND ECONOMIC DEVELOPMENT SPECIALIST II	K745	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
HOUSING AND ECONOMIC DEVELOPMENT SPECIALIST I	K740	SEIU	2/1/2021	MONTHLY	7,490.00	7,861.00	8,260.00	8,670.00	9,100.00		9410
				BIWEEKLY	3,456.92	3,628.15	3,812.31	4,001.54	4,200.00		
				HRLY RATE	43.21	45.35	47.65	50.02	52.50		
HOUSING LEADERSHIP MANAGER	C409	RCMEA	10/12/2020	MONTHLY	12,298.00				16,602.00		9410
				BIWEEKLY	5,676.00				7,662.46		
				HRLY RATE	70.95				95.78		
HUMAN RESOURCES ANALYST I	C741	CONFIDENTIAL	10/12/2020	MONTHLY	8,270.00				9,924.00		8810
				BIWEEKLY	3,816.92				4,580.31		
				HRLY RATE	47.71				57.25		
HUMAN RESOURCES ANALYST II	C742	CONFIDENTIAL	10/12/2020	MONTHLY	9,553.00				10,879.00		8810
				BIWEEKLY	4,409.08				5,021.08		
				HRLY RATE	55.11				62.76		
HUMAN RESOURCES DIRECTOR	B190	EXEC. SERV.	7/6/2020	MONTHLY	14,385.00				19,421.00		9410
				BIWEEKLY	6,639.23				8,963.54		
				HRLY RATE	82.99				112.04		
HUMAN RESOURCES TECHNICIAN	C740	RCMEA	10/12/2020	MONTHLY	7,723.00				9,275.00		8810
				BIWEEKLY	3,564.46				4,280.77		
				HRLY RATE	44.56				53.51		
HUMAN SERVICES SPECIALIST I	E210	SEIU	2/1/2021	MONTHLY	4,591.00	4,821.00	5,057.00	5,312.00	5,581.00		8810
				BIWEEKLY	2,118.92	2,225.08	2,334.00	2,451.69	2,575.85		
				HRLY RATE	26.49	27.81	29.18	30.65	32.20		
HUMAN SERVICES SPECIALIST II	E220	SEIU	2/1/2021	MONTHLY	5,050.00	5,305.00	5,563.00	5,845.00	6,139.00		8810
				BIWEEKLY	2,330.77	2,448.46	2,567.54	2,697.69	2,833.38		
				HRLY RATE	29.13	30.61	32.09	33.72	35.42		
HUMAN SERVICES SPECIALIST III	R230	SEIU	2/1/2021	MONTHLY	5,553.00	5,832.00	6,123.00	6,430.00	6,750.00		8810
				BIWEEKLY	2,562.92	2,691.69	2,826.00	2,967.69	3,115.38		
				HRLY RATE	32.04	33.65	35.33	37.10	38.94		
INFORMATION TECHNOLOGY ANALYST I	C680	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
INFORMATION TECHNOLOGY ANALYST II	C690	RCMEA/CONFIDENTIAL	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
INFORMATION TECHNOLOGY MANAGER	C295	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		9410
JUVENILE AND FAMILY SERVICES SPECIALIST	C850	RCMEA	10/12/2020	MONTHLY	8,813.00				10,578.00		9410
				BIWEEKLY	4,067.54				4,882.15		
				HRLY RATE	50.84				61.03		
LANDSCAPE ARCHITECT	C332	RCMEA	10/12/2020	MONTHLY	11,478.00				13,774.00		9410
				BIWEEKLY	5,297.54				6,357.23		
				HRLY RATE	66.22				79.47		
LANDSCAPE EQUIPMENT OPERATOR	R705	SEIU	2/1/2021	MONTHLY	6,600.00	6,927.00	7,275.00	7,637.00	8,020.00		9420
				BIWEEKLY	3,046.15	3,197.08	3,357.69	3,524.77	3,701.54		
				HRLY RATE	38.08	39.96	41.97	44.06	46.27		
LANDSCAPE GARDENER	R720	SEIU	2/1/2021	MONTHLY	6,067.00	6,365.00	6,684.00	7,020.00	7,367.00		9420
				BIWEEKLY	2,800.15	2,937.69	3,084.92	3,240.00	3,400.15		
				HRLY RATE	35.00	36.72	38.56	40.50	42.50		
LANDSCAPE SUPERVISOR	C870	RCMEA	10/12/2020	MONTHLY	8,023.00				9,629.00		9410
				BIWEEKLY	3,702.92				4,444.15		
				HRLY RATE	46.29				55.55		
LEAD EQUIPMENT MECHANIC	N500	SEIU	2/1/2021	MONTHLY	7,766.00	8,150.00	8,559.00	8,985.00	9,437.00		9420
				BIWEEKLY	3,584.31	3,761.54	3,950.31	4,146.92	4,355.54		
				HRLY RATE	44.80	47.02	49.38	51.84	54.44		
LEAD LANDSCAPE GARDENER	R680	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
LEAD MAINTENANCE CUSTODIAN	N780	SEIU	2/1/2021	MONTHLY	5,554.00	5,834.00	6,128.00	6,431.00	6,753.00		9420
				BIWEEKLY	2,563.38	2,692.62	2,828.31	2,968.15	3,116.77		
				HRLY RATE	32.04	33.66	35.35	37.10	38.96		
LEAD POLICE CLERK	E685	SEIU	2/1/2021	MONTHLY	6,264.00	6,576.00	6,906.00	7,250.00	7,613.00		8810
				BIWEEKLY	2,891.08	3,035.08	3,187.38	3,346.15	3,513.69		
				HRLY RATE	36.14	37.94	39.84	41.83	43.92		
LEAD PUBLIC SAFETY DISPATCHER	E675	SEIU	2/1/2021	MONTHLY	8,770.00	9,208.00	9,666.00	10,148.00	10,661.00		8810
				BIWEEKLY	4,047.69	4,249.85	4,461.23	4,683.69	4,920.46		
				HRLY RATE	50.60	53.12	55.77	58.55	61.51		
LEAD PUBLIC WORKS MAINTENANCE WORKER	M620	SEIU	2/1/2021	MONTHLY	6,931.00	7,275.00	7,638.00	8,021.00	8,419.00		9420

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				BIWEEKLY	3,198.92	3,357.69	3,525.23	3,702.00	3,885.69		
				HRLY RATE	39.99	41.97	44.07	46.28	48.57		
LEAD PUBLIC WORKS MAINTENANCE WORKER - WASTEWATER	M621	SEIU	2/1/2021	MONTHLY	7,069.00	7,420.00	7,789.00	8,178.00	8,586.00		9420
				BIWEEKLY	3,262.62	3,424.62	3,594.92	3,774.46	3,962.77		
				HRLY RATE	40.78	42.81	44.94	47.18	49.53		
LEAD WATER RESOURCES TECHNICIAN	M825	SEIU	2/1/2021	MONTHLY	7,271.00	7,635.00	8,016.00	8,416.00	8,840.00		9420
				BIWEEKLY	3,355.85	3,523.85	3,699.69	3,884.31	4,080.00		
				HRLY RATE	41.95	44.05	46.25	48.55	51.00		
LIBRARIAN I	L720	SEIU	8/2/2021	MONTHLY	6,549.00	6,881.00	7,223.00	7,578.00	7,961.00		8810
				BIWEEKLY	3,022.62	3,175.85	3,333.69	3,497.54	3,674.31		
				HRLY RATE	39.77	41.79	43.86	46.02	48.35		
LIBRARIAN II	L700	SEIU	8/2/2021	MONTHLY	7,200.00	7,563.00	7,943.00	8,338.00	8,756.00		8810
				BIWEEKLY	3,323.08	3,490.62	3,666.00	3,848.31	4,041.23		
				HRLY RATE	43.72	45.93	48.24	50.64	53.17		
LIBRARY ASSISTANT I	L780	SEIU	2/1/2021	MONTHLY	4,857.00	5,100.00	5,353.00	5,619.00	5,901.00		8810
				BIWEEKLY	2,241.69	2,353.85	2,470.62	2,593.38	2,723.54		
				HRLY RATE	29.50	30.97	32.51	34.12	35.84		
LIBRARY ASSISTANT II	L760	SEIU	2/1/2021	MONTHLY	5,347.00	5,613.00	5,891.00	6,182.00	6,495.00		8810
				BIWEEKLY	2,467.85	2,590.62	2,718.92	2,853.23	2,997.69		
				HRLY RATE	32.47	34.09	35.78	37.54	39.44		
LIBRARY DIRECTOR	B160	EXEC. SERV.	7/6/2020	MONTHLY	14,355.00				19,380.00		9410
				BIWEEKLY	6,625.38				8,944.62		
				HRLY RATE	82.82				111.81		
LIBRARY DIVISION MANAGER	C531	RCMEA	10/12/2020	MONTHLY	11,187.00				13,422.00		8810
				BIWEEKLY	5,163.23				6,194.77		
				HRLY RATE	64.54				77.43		
LIBRARY INFORMATION TECHNOLOGY TECHNICIAN	L805	SEIU	2/1/2021	MONTHLY	6,956.00	7,304.00	7,670.00	8,051.00	8,455.00		8810
				BIWEEKLY	3,210.46	3,371.08	3,540.00	3,715.85	3,902.31		
				HRLY RATE	42.24	44.36	46.58	48.89	51.35		
LIBRARY PROGRAM SPECIALIST	L800	SEIU	2/1/2021	MONTHLY	7,094.00	7,451.00	7,826.00	8,215.00	8,627.00		8810
				BIWEEKLY	3,274.15	3,438.92	3,612.00	3,791.54	3,981.69		
				HRLY RATE	43.08	45.25	47.53	49.89	52.39		
LIBRARY SERVICES SUPERVISOR	C661	RCMEA	10/12/2020	MONTHLY	9,734.00				11,680.00		8810
				BIWEEKLY	4,492.62				5,390.77		
				HRLY RATE	56.16				67.38		
LITERACY TUTOR - STUDENT COORDINATOR	L690	SEIU	2/1/2021	MONTHLY	7,094.00	7,451.00	7,826.00	8,215.00	8,627.00		8810
				BIWEEKLY	3,274.15	3,438.92	3,612.00	3,791.54	3,981.69		
				HRLY RATE	43.08	45.25	47.53	49.89	52.39		
MAINTENANCE CUSTODIAN	N770	SEIU	2/1/2021	MONTHLY	5,056.00	5,306.00	5,573.00	5,851.00	6,140.00		9420
				BIWEEKLY	2,333.54	2,448.92	2,572.15	2,700.46	2,833.85		
				HRLY RATE	29.17	30.61	32.15	33.76	35.42		
MANAGEMENT ANALYST I	C513	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
MANAGEMENT ANALYST II	C516	RCMEA	10/12/2020	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
MANAGERIAL ACCOUNTANT	C991	NOT REPRESENTED		MONTHLY	5,200.00				8,667.00		9410
				BIWEEKLY	2,400.00				4,000.00		
				HRLY RATE	30.00				50.00		
PARALEGAL	C100	RCMEA	10/12/2020	MONTHLY	7,995.00				9,600.00		8810
				BIWEEKLY	3,690.00				4,430.77		
				HRLY RATE	46.13				55.38		
PARKING ENFORCEMENT OFFICER I	E807	SEIU	2/1/2021	MONTHLY	4,202.00	4,411.00	4,631.00	4,862.00	5,108.00		9410
				BIWEEKLY	1,939.38	2,035.85	2,137.38	2,244.00	2,357.54		
				HRLY RATE	24.24	25.45	26.72	28.05	29.47		
PARKING ENFORCEMENT OFFICER II	E810	SEIU	2/1/2021	MONTHLY	4,769.00	5,007.00	5,255.00	5,520.00	5,796.00		9410
				BIWEEKLY	2,201.08	2,310.92	2,425.38	2,547.69	2,675.08		
				HRLY RATE	27.51	28.89	30.32	31.85	33.44		
PARKING METER COLLECTOR	E750	SEIU	2/1/2021	MONTHLY	4,769.00	5,007.00	5,255.00	5,520.00	5,796.00		9410
				BIWEEKLY	2,201.08	2,310.92	2,425.38	2,547.69	2,675.08		
				HRLY RATE	27.51	28.89	30.32	31.85	33.44		
PARKING/TDM MANAGER	C543	RCMEA	10/12/2020	MONTHLY	10,404.00				12,484.00		8810
				BIWEEKLY	4,801.85				5,761.85		
				HRLY RATE	60.02				72.02		
PARKS AND RECREATION PROGRAM ASSISTANT I	E935	SEIU	2/1/2021	MONTHLY	5,183.00	5,442.00	5,715.00	6,001.00	6,300.00		9410
				BIWEEKLY	2,392.15	2,511.69	2,637.69	2,769.69	2,907.69		
				HRLY RATE	29.90	31.40	32.97	34.62	36.35		
PARKS AND RECREATION PROGRAM ASSISTANT II	E940	SEIU	2/1/2021	MONTHLY	5,760.00	6,048.00	6,350.00	6,667.00	7,001.00		9410
				BIWEEKLY	2,658.46	2,791.38	2,930.77	3,077.08	3,231.23		
				HRLY RATE	33.23	34.89	36.63	38.46	40.39		
PARKS, RECREATION AND COMMUNITY SERVICES MANAGER	C400	RCMEA	10/12/2020	MONTHLY	11,158.00				13,387.00		9410
				BIWEEKLY	5,149.85				6,178.62		
				HRLY RATE	64.37				77.23		
PARKS, RECREATION AND COMMUNITY SERVICES DIRECTOR	B140	EXEC. SERV.	7/6/2020	MONTHLY	15,005.00				20,257.00		9410
				BIWEEKLY	6,925.38				9,349.38		
				HRLY RATE	86.57				116.87		
PERMITS TECHNICIAN	E540	SEIU	2/1/2021	MONTHLY	6,860.00	7,209.00	7,564.00	7,944.00	8,340.00		8810
				BIWEEKLY	3,166.15	3,327.23	3,491.08	3,666.46	3,849.23		
				HRLY RATE	39.58	41.59	43.64	45.83	48.12		
PLAN CHECK ENGINEER	C330	RCMEA	10/12/2020	MONTHLY	11,976.00				14,372.00		9410
				BIWEEKLY	5,527.38				6,633.23		
				HRLY RATE	69.09				82.92		
PLAN CHECKER	H780	SEIU	2/1/2021	MONTHLY	9,065.00	9,520.00	9,994.00	10,494.00	11,019.00		9410
				BIWEEKLY	4,183.85	4,393.85	4,612.62	4,843.38	5,085.69		
				HRLY RATE	52.30	54.92	57.66	60.54	63.57		
POLICE CAPTAIN	C241	EXEC. SERV.	7/6/2020	MONTHLY	15,975.00				21,577.00		7720
				BIWEEKLY	7,373.08				9,958.62		
				HRLY RATE	92.16				124.48		
POLICE CHIEF	B120	EXEC. SERV.	7/6/2020	MONTHLY	17,628.00				23,798.00		7720
				BIWEEKLY	8,136.00				10,983.69		
				HRLY RATE	101.70				137.30		
POLICE CLERK	E690	SEIU	2/1/2021	MONTHLY	5,699.00	5,981.00	6,278.00	6,595.00	6,921.00		8810
				BIWEEKLY	2,630.31	2,760.46	2,897.54	3,043.85	3,194.31		
				HRLY RATE	32.88	34.51	36.22	38.05	39.93		
POLICE EVIDENCE AND PROPERTY CLERK	E605	SEIU	2/1/2021	MONTHLY	5,699.00	5,981.00	6,278.00	6,595.00	6,921.00		8810
				BIWEEKLY	2,630.31	2,760.46	2,897.54	3,043.85	3,194.31		
				HRLY RATE	32.88	34.51	36.22	38.05	39.93		
POLICE EVIDENCE AND PROPERTY ROOM COORDINATOR	E610	SEIU	2/1/2021	MONTHLY	8,017.00	8,418.00	8,838.00	9,280.00	9,743.00		8810
				BIWEEKLY	3,700.15	3,885.23	4,079.08	4,283.08	4,496.77		
				HRLY RATE	46.25	48.57	50.99	53.54	56.21		

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
POLICE LIEUTENANT	C315	PSA	9/14/2020	MONTHLY	15,028.00	15,780.00	16,568.00	17,397.00	18,267.00		7720
				BIWEEKLY	6,936.00	7,283.08	7,646.77	8,029.38	8,430.92		
				HRLY RATE	86.70	91.04	95.58	100.37	105.39		
POLICE LIEUTENANT - ADVANCED	C314	PSA	9/14/2020	MONTHLY	15,403.00	16,174.00	16,982.00	17,832.00	18,723.00		7720
				BIWEEKLY	7,109.08	7,464.92	7,837.85	8,230.15	8,641.38		
				HRLY RATE	88.86	93.31	97.97	102.88	108.02		
POLICE OFFICER	P700	POLICE	9/14/2020	MONTHLY	10,309.00	10,821.00	11,362.00	11,931.00	12,531.00		7720
				BIWEEKLY	4,758.00	4,994.31	5,244.00	5,506.62	5,783.54		
				HRLY RATE	59.48	62.43	65.55	68.83	72.29		
POLICE OFFICER - ADVANCED	P710	POLICE	9/14/2020	MONTHLY	10,566.00	11,091.00	11,646.00	12,230.00	12,844.00		7720
				BIWEEKLY	4,876.62	5,118.92	5,375.08	5,644.62	5,928.00		
				HRLY RATE	60.96	63.99	67.19	70.56	74.10		
POLICE OFFICER TRAINEE	P750	POLICE	9/14/2020	MONTHLY	10,309.00	10,821.00	11,362.00				7720
				BIWEEKLY	4,758.00	4,994.31	5,244.00				
				HRLY RATE	59.48	62.43	65.55				
POLICE SERGEANT	P601	PSA	9/14/2020	MONTHLY	12,522.00	13,150.00	13,807.00	14,497.00	15,222.00		7720
				BIWEEKLY	5,779.38	6,069.23	6,372.46	6,690.92	7,025.54		
				HRLY RATE	72.24	75.87	79.66	83.64	87.82		
POLICE SERGEANT - ADVANCED	P602	PSA	9/14/2020	MONTHLY	12,836.00	13,478.00	14,152.00	14,859.00	15,603.00		7720
				BIWEEKLY	5,924.31	6,220.62	6,531.69	6,858.00	7,201.38		
				HRLY RATE	74.05	77.76	81.65	85.73	90.02		
PRINCIPAL ANALYST - FINANCE	C363	CONFIDENTIAL	10/12/2020	MONTHLY	11,220.00				13,462.00		9410
				BIWEEKLY	5,178.46				6,213.23		
				HRLY RATE	64.73				77.67		
PRINCIPAL ANALYST - WORKERS COMP	C535	CONFIDENTIAL	10/12/2020	MONTHLY	11,220.00				13,462.00		8810
				BIWEEKLY	5,178.46				6,213.23		
				HRLY RATE	64.73				77.67		
PRINCIPAL PLANNER	C325	RCMEA	10/12/2020	MONTHLY	11,975.00				14,371.00		8810
				BIWEEKLY	5,526.92				6,632.77		
				HRLY RATE	69.09				82.91		
PROJECT READ ASSISTANT	E915	SEIU	2/1/2021	MONTHLY	5,556.00	5,836.00	6,128.00	6,437.00	6,755.00		8810
				BIWEEKLY	2,564.31	2,693.54	2,828.31	2,970.92	3,117.69		
				HRLY RATE	32.05	33.67	35.35	37.14	38.97		
PUBLIC WORKS FIELD SUPERVISOR	C837	RCMEA	10/12/2020	MONTHLY	9,320.00				11,323.00		9410
				BIWEEKLY	4,301.54				5,226.00		
				HRLY RATE	53.77				65.33		
PUBLIC WORKS MAINTENANCE WORKER I	M775	SEIU	2/1/2021	MONTHLY	5,708.00	5,993.00	6,294.00	6,608.00	6,940.00		9420
				BIWEEKLY	2,634.46	2,766.00	2,904.92	3,049.85	3,203.08		
				HRLY RATE	32.93	34.58	36.31	38.12	40.04		
PUBLIC WORKS MAINTENANCE WORKER I - WASTEWATER	M776	SEIU	2/1/2021	MONTHLY	5,822.00	6,111.00	6,417.00	6,741.00	7,076.00		9420
				BIWEEKLY	2,687.08	2,820.46	2,961.69	3,111.23	3,265.85		
				HRLY RATE	33.59	35.26	37.02	38.89	40.82		
PUBLIC WORKS MAINTENANCE WORKER II	M735	SEIU	2/1/2021	MONTHLY	6,282.00	6,597.00	6,921.00	7,269.00	7,633.00		9420
				BIWEEKLY	2,899.38	3,044.77	3,194.31	3,354.92	3,522.92		
				HRLY RATE	36.24	38.06	39.93	41.94	44.04		
PUBLIC WORKS MAINTENANCE WORKER II - WASTEWATER	M736	SEIU	2/1/2021	MONTHLY	6,407.00	6,725.00	7,059.00	7,415.00	7,783.00		9420
				BIWEEKLY	2,957.08	3,103.85	3,258.00	3,422.31	3,592.15		
				HRLY RATE	36.96	38.80	40.73	42.78	44.90		
PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR	M700	SEIU	2/1/2021	MONTHLY	6,600.00	6,927.00	7,275.00	7,637.00	8,020.00		9420
				BIWEEKLY	3,046.15	3,197.08	3,357.69	3,524.77	3,701.54		
				HRLY RATE	38.08	39.96	41.97	44.06	46.27		
PUBLIC WORKS SERVICES DIRECTOR	B200	EXEC. SERV.	7/6/2020	MONTHLY	15,005.00				20,257.00		9410
				BIWEEKLY	6,925.38				9,349.38		
				HRLY RATE	86.57				116.87		
PUBLIC WORKS SUPERINTENDENT	C525	RCMEA	10/12/2020	MONTHLY	12,457.00				14,953.00		9420
				BIWEEKLY	5,749.38				6,901.38		
				HRLY RATE	71.87				86.27		
PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR - WASTEWATER	M701	SEIU	2/1/2021	MONTHLY	6,732.00	7,065.00	7,420.00	7,788.00	8,177.00		9420
				BIWEEKLY	3,107.08	3,260.77	3,424.62	3,594.46	3,774.00		
				HRLY RATE	38.84	40.76	42.81	44.93	47.18		
REAL PROPERTY MANAGER	C544	RCMEA	10/12/2020	MONTHLY	9,506.00				11,408.00		9410
				BIWEEKLY	4,387.38				5,265.23		
				HRLY RATE	54.84				65.82		
RECORDS SUPERVISOR	C570	RCMEA	10/12/2020	MONTHLY	8,918.00				10,827.00		8810
				BIWEEKLY	4,116.00				4,997.08		
				HRLY RATE	51.45				62.46		
RECREATION AND COMMUNITY SERVICES PROGRAM COORDINATOR	E930	SEIU - TERM	2/1/2021	MONTHLY	6,777.00	7,115.00	7,471.00	7,844.00	8,237.00		9410
				BIWEEKLY	3,127.85	3,283.85	3,448.15	3,620.31	3,801.69		
				HRLY RATE	39.10	41.05	43.10	45.25	47.52		
RECREATION PROGRAM COORDINATOR/SPECIAL EVENTS	E920	SEIU	2/1/2021	MONTHLY	7,098.00	7,455.00	7,829.00	8,220.00	8,628.00		9410
				BIWEEKLY	3,276.00	3,440.77	3,613.38	3,793.85	3,982.15		
				HRLY RATE	40.95	43.01	45.17	47.42	49.78		
RECREATION SPECIALIST I	R765	SEIU	2/1/2021	MONTHLY	2,910.00	3,056.00	3,210.00	3,370.00			9410
				BIWEEKLY	1,343.08	1,410.46	1,481.54	1,555.38			
				HRLY RATE	16.79	17.63	18.52	19.44			
RECREATION SPECIALIST II	R766	SEIU	2/1/2021	MONTHLY	3,474.00	3,648.00	3,831.00				9410
				BIWEEKLY	1,603.38	1,683.69	1,768.15				
				HRLY RATE	20.04	21.05	22.10				
RECREATION SPECIALIST III	R767	SEIU	2/1/2021	MONTHLY	3,942.00	4,138.00	4,345.00				9410
				BIWEEKLY	1,819.38	1,909.85	2,005.38				
				HRLY RATE	22.74	23.87	25.07				
RECREATION SUPERVISOR	C500	RCMEA	10/12/2020	MONTHLY	9,003.00				10,801.00		9410
				BIWEEKLY	4,155.23				4,985.08		
				HRLY RATE	51.94				62.31		
REVENUE SERVICES MANAGER	C480	RCMEA	10/12/2020	MONTHLY	12,177.00				14,607.00		9410
				BIWEEKLY	5,620.15				6,741.69		
				HRLY RATE	70.25				84.27		
SECRETARY	E600	SEIU	2/1/2021	MONTHLY	6,137.00	6,446.00	6,761.00	7,099.00	7,458.00		8810
				BIWEEKLY	2,832.46	2,975.08	3,120.46	3,276.46	3,442.15		
				HRLY RATE	35.41	37.19	39.01	40.96	43.03		
SENIOR ACCOUNTANT	C445	RCMEA	10/12/2020	MONTHLY	10,172.00				12,203.00		9410
				BIWEEKLY	4,694.77				5,632.15		
				HRLY RATE	58.68				70.40		
SENIOR ASSISTANT CITY ATTORNEY	C414	EXEC. SERV.	7/6/2020	MONTHLY	14,041.00				18,955.00		9410
				BIWEEKLY	6,480.46				8,748.46		
				HRLY RATE	81.01				109.36		
SENIOR BUILDING INSPECTOR	K700	RCMEA	10/12/2020	MONTHLY	10,195.00				12,396.00		9410
				BIWEEKLY	4,705.38				5,721.23		
				HRLY RATE	58.82				71.52		
SENIOR BUILDING MAINTENANCE WORKER	N630	SEIU	2/1/2021	MONTHLY	7,331.00	7,704.00	8,089.00	8,492.00	8,914.00		9420
				BIWEEKLY	3,383.54	3,555.69	3,733.38	3,919.38	4,114.15		
				HRLY RATE	42.29	44.45	46.67	48.99	51.43		

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SENIOR CIVIL ENGINEER	C310	RCMEA	10/12/2020	MONTHLY	12,693.00				15,231.00		9410
				BIWEEKLY	5,858.31				7,029.69		
				HRLY RATE	73.23				87.87		
SENIOR CONSTRUCTION TECHNICIAN	N815	SEIU	2/1/2021	MONTHLY	9,229.00	9,692.00	10,176.00	10,684.00	11,220.00		8810
				BIWEEKLY	4,259.54	4,473.23	4,696.62	4,931.08	5,178.46		
				HRLY RATE	53.24	55.92	58.71	61.64	64.73		
SENIOR CRAFTS SPECIALIST	R675	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
SENIOR ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST	C642	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR ENGINEERING TECHNICIAN	G680	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
SENIOR HUMAN RESOURCES ANALYST	C512	CONFIDENTIAL	10/12/2020	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
SENIOR INFORMATION TECHNOLOGY ANALYST	C640	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR LIBRARY ASSISTANT	L745	SEIU	2/1/2021	MONTHLY	5,876.00	6,172.00	6,476.00	6,799.00	7,142.00		8810
				BIWEEKLY	2,712.00	2,848.62	2,988.92	3,138.00	3,296.31		
				HRLY RATE	35.68	37.48	39.33	41.29	43.37		
SENIOR LIBRARY PAGE	E910	SEIU	2/1/2021	MONTHLY	2,842.00	2,978.00	3,133.00	3,290.00	3,455.00		8810
				BIWEEKLY	1,311.69	1,374.46	1,446.00	1,518.46	1,594.62		
				HRLY RATE	16.40	17.18	18.08	18.98	19.93		
SENIOR PLANNER	C320	RCMEA	10/12/2020	MONTHLY	10,887.00				13,066.00		9410
				BIWEEKLY	5,024.77				6,030.46		
				HRLY RATE	62.81				75.38		
SENIOR SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST	C641	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR TRANSPORTATION COORDINATOR	C333	RCMEA	10/12/2020	MONTHLY	12,693.00				15,231.00		9410
				BIWEEKLY	5,858.31				7,029.69		
				HRLY RATE	73.23				87.87		
SENIOR TRANSPORTATION PLANNER	H650	SEIU	2/1/2021	MONTHLY	10,271.00	10,786.00	11,324.00	11,891.00	12,484.00		9410
				BIWEEKLY	4,740.46	4,978.15	5,226.46	5,488.15	5,761.85		
				HRLY RATE	59.26	62.23	65.33	68.60	72.02		
SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST I	C681	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST II	C691	RCMEA	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
SPECIALIST LIBRARIAN	L590	SEIU	2/1/2021	MONTHLY	7,451.00	7,819.00	8,215.00	8,627.00	9,056.00		8810
				BIWEEKLY	3,438.92	3,608.77	3,791.54	3,981.69	4,179.69		
				HRLY RATE	45.25	47.48	49.89	52.39	55.00		
SUPERVISING INFORMATION TECHNOLOGY ANALYST	C645	RCMEA	10/12/2020	MONTHLY	12,690.00				15,226.00		9410
				BIWEEKLY	5,856.92				7,027.38		
				HRLY RATE	73.21				87.84		
SUPERVISING CIVIL ENGINEER	C220	RCMEA	10/12/2020	MONTHLY	13,965.00				16,754.00		9410
				BIWEEKLY	6,445.38				7,732.62		
				HRLY RATE	80.57				96.66		
TREE MAINTENANCE WORKER I	R710	SEIU	2/1/2021	MONTHLY	5,771.00	6,061.00	6,356.00	6,678.00	7,013.00		9420
				BIWEEKLY	2,663.54	2,797.38	2,933.54	3,082.15	3,236.77		
				HRLY RATE	33.29	34.97	36.67	38.53	40.46		
TREE MAINTENANCE WORKER II	R730	SEIU	2/1/2021	MONTHLY	6,350.00	6,669.00	6,998.00	7,354.00	7,720.00		9420
				BIWEEKLY	2,930.77	3,078.00	3,229.85	3,394.15	3,563.08		
				HRLY RATE	36.63	38.48	40.37	42.43	44.54		
TREE MAINTENANCE LEADER	R690	SEIU	2/1/2021	MONTHLY	6,980.00	7,329.00	7,699.00	8,080.00	8,486.00		9420
				BIWEEKLY	3,221.54	3,382.62	3,553.38	3,729.23	3,916.62		
				HRLY RATE	40.27	42.28	44.42	46.62	48.96		
UTILITIES FIELD SUPERVISOR	C520	RCMEA	10/12/2020	MONTHLY	10,375.00				12,448.00		9410
				BIWEEKLY	4,788.46				5,745.23		
				HRLY RATE	59.86				71.82		
UTILITIES SPECIALIST	M690	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
UTILITIES SPECIALIST - WASTEWATER	M691	SEIU	2/1/2021	MONTHLY	8,159.00	8,568.00	8,994.00	9,446.00	9,914.00		9420
				BIWEEKLY	3,765.69	3,954.46	4,151.08	4,359.69	4,575.69		
				HRLY RATE	47.07	49.43	51.89	54.50	57.20		
UTILITIES WORKER	M680	SEIU	2/1/2021	MONTHLY	7,271.00	7,635.00	8,016.00	8,416.00	8,840.00		9420
				BIWEEKLY	3,355.85	3,523.85	3,699.69	3,884.31	4,080.00		
				HRLY RATE	41.95	44.05	46.25	48.55	51.00		
UTILITIES WORKER - WASTEWATER	M681	SEIU	2/1/2021	MONTHLY	7,417.00	7,784.00	8,174.00	8,582.00	9,016.00		9420
				BIWEEKLY	3,423.23	3,592.62	3,772.62	3,960.92	4,161.23		
				HRLY RATE	42.79	44.91	47.16	49.51	52.02		
UTILITY LOCATOR	M650	SEIU	2/1/2021	MONTHLY	6,931.00	7,275.00	7,638.00	8,021.00	8,419.00		9420
				BIWEEKLY	3,198.92	3,357.69	3,525.23	3,702.00	3,885.69		
				HRLY RATE	39.99	41.97	44.07	46.28	48.57		
WATER QUALITY SPECIALIST	M810	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
WATER RESOURCES SPECIALIST	M820	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
WATER RESOURCES TECHNICIAN	M830	SEIU	2/1/2021	MONTHLY	6,407.00	6,730.00	7,059.00	7,415.00	7,786.00		9420
				BIWEEKLY	2,957.08	3,106.15	3,258.00	3,422.31	3,593.54		
				HRLY RATE	36.96	38.83	40.73	42.78	44.92		

NOTES: HOURLY RATE
38 HOURS FOR LIBRARY PERSONNEL
56 HOURS FOR FIRE SHIFT PERSONNEL
40 HOURS FOR ALL OTHER PERSONNEL

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
MANAGERIAL / PROFESSIONAL LEVEL I	X111	NOT REPRESENTED	7/1/2017	MONTHLY	4,333.00				6,933.00		9410
				BIWEEKLY	1,999.85				3,199.85		
				HRLY RATE	25.00				40.00		
MANAGERIAL / PROFESSIONAL LEVEL II	X110	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
				BIWEEKLY	2,800.15				4,399.85		
				HRLY RATE	35.00				55.00		
OFFICE CLERICAL	X150	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				5,027.00		8810
				BIWEEKLY	1,249.85				2,320.15		
				HRLY RATE	15.62				29.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL I	X105	NOT REPRESENTED	7/1/2017	MONTHLY	6,933.00				10,400.00		9410
				BIWEEKLY	3,199.85				4,800.00		
				HRLY RATE	40.00				60.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL II	X104	NOT REPRESENTED	7/1/2017	MONTHLY	9,533.00				13,867.00		9410
				BIWEEKLY	4,400.00				6,400.15		
				HRLY RATE	55.00				80.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL III	X103	NOT REPRESENTED	7/1/2017	MONTHLY	13,867.00				29,466.00		9410
				BIWEEKLY	6,400.15				13,599.69		
				HRLY RATE	80.00				170.00		
PARAPROFESSIONAL	X140	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				6,413.00		9410
				BIWEEKLY	1,249.85				2,959.85		
				HRLY RATE	15.62				37.00		
PROTECTIVE SERVICE	X130	NOT REPRESENTED	7/1/2017	MONTHLY	3,120.00				11,267.00		7706
				BIWEEKLY	1,440.00				5,200.15		
				HRLY RATE	18.00				65.00		
SERVICE MAINTENANCE	X170	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				5,027.00		9420
				BIWEEKLY	1,249.85				2,320.15		
				HRLY RATE	15.62				29.00		
SKILLED CRAFT	X160	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,933.00		9420
				BIWEEKLY	1,600.15				3,199.85		
				HRLY RATE	20.00				40.00		
TECHNICAL LEVEL I	X121	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,067.00		9410
				BIWEEKLY	1,600.15				2,800.15		
				HRLY RATE	20.00				35.00		
TECHNICAL LEVEL II	X120	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
				BIWEEKLY	2,800.15				4,399.85		
				HRLY RATE	35.00				55.00		

Attachment C

EXHIBIT A
PROPOSED EXECUTIVE MANAGEMENT SUMMARY OF BENEFITS 7-1-20

CITY OF REDWOOD CITY

EXECUTIVE MANAGEMENT SUMMARY OF BENEFITS

Revised July 1, 2020

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The purpose of the Executive Management Summary of Benefits is to establish and maintain benefits that will attract and retain the best available talent for the City of Redwood City. Additionally, the Summary of Benefits is established to ensure Executive Management benefits stay in balance with other city employees.

I. EXECUTIVE MANAGEMENT BENEFITS APPLY TO THE FOLLOWING CLASSIFICATIONS:

Assistant City Attorney
Assistant City Manager
Assistant Parks, Recreation and Community Services Director
Assistant Public Works Director
City Clerk
Community Development and Transportation Director
Community Development Services Manager – Building
Community Development Services Manager – Engineering
Community Development Services Manager - Planning
Communications Manager
Deputy City Attorney
Deputy City Manager
Deputy Police Chief
Economic Development Manager
Finance Director
Financial Services Manager
Fire Chief
Human Resources Director
Information Technology Manager
Library Director
Parks, Recreation and Community Services Director
Police Captain
Police Chief
Public Works Services Director
Senior Assistant City Attorney

Individuals in the above classifications are at-will employees.

The following Council appointed positions will receive at a minimum all benefits of the Executive Management Group and at Council discretion any additional benefits:

City Attorney
City Manager

II. COMPENSATION

MARKET EQUITY and SALARY SETTING

The comparable labor market will include those cities that provide full-service, are in the Bay Area job pool, recognized as excellent organizations, and have comparable service outputs. These cities include Alameda, Berkeley, Hayward, Mt. View, Palo Alto, San Leandro, San Mateo, South San Francisco, and Sunnyvale. The market study shall be based on total compensation, including such factors as salary, benefits, and other employer payments typically considered when determining total compensation.

Upon Council direction the City Manager shall request external labor market comparisons for all classifications in the Executive Management Group. Upon review of the labor market comparison and the City's financial condition the City Council may approve implementation of new salary ranges for the Executive Management Group.

Individual Executive Management salaries for Department Heads are reviewed by the City Manager on an annual basis and are set anywhere within the established range based on performance. Individual Executive Management salaries for Division Managers are reviewed by the Department Head and recommended to the City Manager on an annual basis and are set anywhere within the established range based on performance.

INTERNAL ALIGNMENT

All Executive Management classifications shall maintain a minimum differential of 10% above subordinate classifications. The comparative analysis shall include the top of the range of the executive classification and the top of the range (or top step) of the subordinate classification. Premium pay received by the subordinate classification will be included in the comparison if such pay is received on a regular and continuous basis, and the supervising classification is not similarly eligible for such pay. Adjustments in salary ranges to maintain the differential will be effective the same date the subordinate class received the adjustment.

The classifications of Police Captain, Deputy Police Chief, and Police Chief shall be exempt from the internal alignment standard through June 30, 2021. Salary adjustments for these classifications shall be granted annually, with the intent of achieving the ten percent (10%) internal alignment standard over time.

Adjustments to salary ranges due to compaction may be approved by the City Manager for immediate effect, and such changes shall be submitted for Council approval as soon as practical.

EXCEPTIONAL PERFORMANCE BONUS

The City Council shall continue to provide a bonus program for the Executive Management Group that will offer incentives and commensurate rewards for exceptional service or contributions. Any bonus granted under this program is at the discretion of the City Manager and is awarded when previously established stretch goals have been met or when the City Manager deems it appropriate. Employees in the Executive Management Group are eligible to receive up to a 5% of their base salary one time each fiscal year. It is not expected that all positions will receive bonuses each year since this program is intended to recognize only exceptional performance. This program is not a method of recognizing expected or above average performance. Again, the bonus program is only for exceptional service to the city or community. Any bonus awarded under this program is not considered part of base salary nor is there any intention that any bonus serve as the basis for any future compensation.

Annually as part of the budget process, the City Manager recommends to Council an amount to be appropriated for this program for the ensuing fiscal year. This amount may be based upon experience and may be expanded or reduced in accordance with the City's financial prospects and the City Manager's/City Council's satisfaction with the program.

CITY PAID DEFERRED COMPENSATION CONTRIBUTION

Effective October 1, 2001, the City shall contribute 2% of compensation to a deferred compensation program for all Executive Management classifications.

RETIREMENT ENHANCEMENT PLAN (401-A)

All Executive Management employees shall be eligible to participate in the plan if they are employed as the City Manager, City Attorney, City Clerk, or are a Department Head, Deputy or Assistant Department Head, or Division Manager of the City of Redwood City.

The City paid contribution of 2% of compensation will go into a 401-A plan for the applicable classifications, as defined in plan document. Employee contributions shall be mandatory and determined by the City in accordance with the plan document and I.R.S. guidelines. Employee contributions effective January 1, 2017, or upon Council approval of the amended plan, whichever occurs later, shall be as listed in Appendix A.

For the purposes of this section compensation shall be defined as all regular pay and any applicable retroactive payments relating to said regular pay.

For the purposes of this section regular pay shall be defined as the amount appearing in the regular pay line on the participant's pay stub.

All Executive Management personnel will participate in the City's payroll direct deposit program. Employees shall be paid biweekly in accordance with City-wide payroll procedures.

III. LEAVE

a. **Vacation** – Vacation accruals will be set by the City Manager based on years of service with City and total public sector years or years in the industry.

Executive Management will accrue vacation based on years of service based on the following schedule:

- Date of Hire through the fourth year of service – 3.077 hours per pay period, yields 80 hours of vacation per year).
- Fifth through the ninth year of service – 4.615 hours per pay period, yields 120 hours of vacation per year.
- Tenth through the sixteen year of service – 6.154 hours per pay period, yields 160 hours of vacation per year.
- Seventeenth through the nineteenth year of service – 6.923 hour per pay period, yields 180 hours of vacation per year.
- Twentieth and subsequent years of service – 7.692 hour per pay period, yields 200 hours of vacation per year.

Vacation leave shall not be accumulated in excess of two (2) years' worth of vacation accrual computed to the 31st of December, except upon written authorization of the City Manager. In certain unique circumstances, the City Manager may authorize a payout of excess vacation leave over the maximum accrual cap.

- **Illness During Vacation** - An employee who commences a scheduled vacation period and subsequently becomes ill before his or her vacation period has been completed shall be placed on sick leave.

When the employee's vacation leave is converted to sick leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance, and

a reasonable opportunity to utilize this vacation credit shall be provided within the City's existing practices in order to avoid loss of vacation credit.

b. **In-Lieu Hours** - In-Lieu Hours are established to recognize the inherent and distinctive terms and conditions of employment of Executive Management classifications. These positions are distinguished from all other merit system positions in that they serve solely at the pleasure of the City Manager or appointing authority in an exempt at will capacity, they may be removed without cause, and they are expected to work on call numerous hours beyond the regular work week without any additional form of compensation.

In partial recognition of the extra work hours expected of these positions, in-lieu hours are established. Executive Management employees are eligible to receive one hundred sixty (160) hours per calendar year of in-lieu hours. This leave may be taken as time off, or paid in cash for any portion of this leave remaining as of the payroll period which includes December 31 of the calendar year or may go into the employee's 401(a) account (where permitted by the plan document). Newly appointed Executive Management employees who have served less than one full calendar year may receive a prorated portion of this leave at the discretion of the City Manager.

c. **Holidays** - The following are recognized holidays:

New Year's Day
Martin Luther King, Jr. Day (observed on the third Monday in January)
President's Day (observed on the third Monday in February)
Memorial Day (observed on the last Monday in May)
Independence Day
Labor Day (observed on the first Monday in September)
Veterans Day (observed November 11)
Thanksgiving Day
The Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Two Administrative Holidays

- **Administrative Holiday** - At the option of the employee, an employee may receive pay at the employee's straight-time rate of pay in lieu of one or both of the administrative holidays at eight (8) hours per administrative holiday. In the event that one or both of the administrative holidays are not used by the last pay period paid in the year (based on the preceding twenty-six (26) pay periods), payment will be made no later than the first pay period in February.

- **Holiday During Vacation** - In the event any of the holidays above occur while an employee is on vacation or sick leave, the holiday shall not be charged as vacation or sick leave.

d. **Sick Leave** - Sick leave with pay shall be granted to all regular employees except as hereinafter provided, at the rate of one (1) working day for each full calendar month of service (3.693 hours per pay period), credited on a biweekly basis.

Sick leave shall be defined as the non-job related absence from work due to illness, bodily injury, exposure to contagious disease, and caring of family members or domestic partner whose illness required the employee's care. Sick leave may also be utilized for specified circumstances as provided for by City Policy and State and Federal law, including use of up to one-half of sick leave accrued in any calendar year to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Unused sick leave may be accumulated to maximum sick leave credits of 1200 hours.

In the event an employee has accumulated the maximum sick leave credits of 1200 hours and the employee becomes so severely ill that he exhausts his/her sick leave, the City Manager may authorize additional sick leave to include any sick leave in excess of the 1200 hours maximum which may have been lost due to the maximum limitation; provided, however, that sick leave credits were not accumulated for a period of six (6) months or longer.

An employee may elect to receive compensation in lieu of sick leave credits for any calendar year (based on the first twenty-six (26) pay periods in the calendar year) by requesting payment of unused sick leave in writing to the Director of Finance no later than December 1 prior to the calendar year in which leave is

earned. Payment shall be made at fifty percent (50%) of the unused sick leave hours accrued for that calendar year at the salary for the year the payment is being made and shall be made after December 31. There shall be no payment in lieu of accumulated sick leave benefits for years prior to such calendar year.

Accumulated sick leave credits shall be reduced by the value of the sick leave compensated as provided in the above paragraph and the remaining balance shall be accumulated to a maximum of 1200 hours.

If an employee terminates his/her employment, for reasons other than death, retirement or discharge, compensation in lieu of unused sick leave shall be paid in accordance with the terms provided for an employee who may elect to receive compensation in lieu of sick leave credits, prorated to the date of termination of service.

Employees who retire from City employment with benefits from PERS or who die while in the employ of the City shall be eligible to receive fifty percent (50%) of accrued unused sick leave. In the event of the death of an employee, such payments shall be made to the designated beneficiary filed with the Human Resources Division, or, in the event no designated beneficiary has been chosen, the beneficiary listed in the employee's insurance policy will receive the payment of such unused sick leave as provided under the provisions for an employee who elects to receive compensation in lieu of sick leave credits.

Employees discharged shall not be eligible for payment of unused sick leave.

- **PERS Sick Leave Credit** - In the event the PERS sick leave credit contract option is provided to any employee organization in the miscellaneous group of employees, all Executive Management employees shall be granted this benefit.

e. **Absences Less Than One (1) Day** - Executive Management shall charge the appropriate leave balances (vacation, sick, administrative) only for absences of one (1) or more working days.

f. **Industrial Disability Leave**

Non-Safety employees hired on or after April 1, 1983, shall be entitled to industrial disability leave without loss of compensation for the period of such disability to a maximum of sixty (60) days or until retirement, whichever occurs first. In accordance with Labor Code 4850, public safety employees shall be entitled to industrial disability leave without loss of compensation for the period of such disability to a maximum of one (1) year, or until retirement, whichever occurs first. During the period the employee is paid by the City, the employee shall assign or endorse to the City any salary replacement benefit payments received as a result

of workers' compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by workers' compensation.

g. **Bereavement Leave** – In the event of a death in the immediate family member of an employee in the Executive Management Group that employee, upon request, shall be granted such time off with pay as is necessary to make arrangements for and/or attend the funeral not to exceed three (3) regularly scheduled working days or four (4) days in the event the funeral is 300 or more miles from the City. For bereavement leave, immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, half-brother, half-sister, stepbrother, stepsister, mother-in-law, father-in-law, grandparent, grandchild, and stepfather, stepmother, stepchild in those cases where direct child rearing-parental relationship may be demonstrated to have existed.

h. **Military Leave** - The provisions of the Military and Veterans Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves.

i. **Parental Leave of Absence Without Pay** - Qualifying employees shall be granted upon request a leave of absence without pay for the purpose of parent-child bonding following the birth of a child or the placement of a child in the employee's family for adoption or foster care for a period of up to one (1) year.

The employee on leave shall be returned to his/her original position or if that position is not in existence, to an equivalent position within his/her classification.

A parental leave is granted without pay for the duration of leave. Where an employee has accrued paid vacation, NAVL, compensatory time, or sick leave, that paid leave may be substituted for all or part of any unpaid parental leave. The City may also require use of paid accrued leave during parental leave in accordance with City policy and Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) regulations.

The employee may elect to continue medical and dental insurance coverage for up to one (1) year during this leave. Medical and dental insurance coverage during any portion of parental leave that does not run concurrently with FMLA, CFRA or PDL shall be at the employee's own expense.

Parental Leave shall run concurrently with leave provisions provided under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), in accordance with State and Federal Law and City policy.

In any case in which two employees of the City are entitled to parental leave for the same child, the aggregate number of workweeks of parental leave to which both may be entitled shall be limited to fifty-two (52) workweeks during any twelve (12) month period.

j. **Leave for Pregnancy Disability** – In accordance with the California Fair Employment and Housing Act and City policy, employees are entitled to pregnancy disability leave.

k. **Family and Medical Leave**
In accordance with the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993, and City policy, qualifying regular part-time and full-time employees are entitled to leave.

l. **Court Appearance Leave** - Leave for court appearance shall be granted by the City for court appearance on behalf of the City with no loss of salary.

m. **Jury Duty** - Any employee whose name shall be selected from the list of trial jurors to serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his absence from work; provided, however, that the City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City; provided, further, that the employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any employee required to serve as a juror shall not have his/her regular starting or quitting time changed as a result of being called for jury service.

n. **Leave of Absence** - Upon written request of an employee, the City Manager may grant a leave of absence without pay for a period not to exceed one (1) year. Any authorization for a leave of absence without pay shall be made in writing by the City Manager.

During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the City. The City may cancel the leave of absence or terminate any employee who violates the terms and conditions of the written permission for the leave.

Unless required by law, employees shall not receive City contributions to benefits or accrue vacation, sick leave or other paid leave, during leave of absence without pay. Employees on unpaid leave of absence may continue group health insurance coverage provided the employee pays the entire cost of coverage for the option

selected. Late payment may result in cancellation of health plan coverage with no-reinstatement allowed.

IV. HEALTH BENEFITS

Medical Insurance/Cafeteria Plan - The City agrees to contract with the California Public Employee's Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et, seq.), for the purpose of providing medical insurance benefits for employees

The City's maximum contribution for each eligible, active employee for a Health Benefit Plan (as referenced in Government Code Section 22892) shall not exceed the CalPERS minimum contribution, adjusted annually by the CalPERS Board to reflect any change to the medical care component of the Consumer Price Index.

All costs incurred by the City to maintain the Group Health Benefits Plan in compliance with Government Code Section 22751, et. Seq., and all costs incurred by the City to maintain the Cafeteria Plan in compliance with IRS Code Section 125, shall be paid from the aforementioned monthly dollar caps. Such costs include, but are not limited to, premiums, surcharges, and/or administrative fees. In the event there are any costs not charged to the City due to delays by CalPERS and/or other administrative agencies in calculating, or reporting these costs, said costs shall be carried over and charged as administrative costs to the following plan year and deducted from the aforementioned monthly dollar caps accordingly.

The health plans offered shall be those of the California Public Employee's Retirement System (PERS) or any other reasonably comparable health plan options.

The City shall establish in accordance with Section 125 of the IRS Code a Cafeteria Plan establishing the following individual accounts for each active employee:

A. Group Health Plan Medical Premiums
B. Flexible Spending Account for Dependent Care
C. Flexible Spending Account for Medical Expenses

Effective January 1, 2012, the City's monthly contribution for each eligible full-time employee for the aforementioned Cafeteria Plan shall be equal to ninety percent (90%) of the premium of the health plan and level of coverage selected by the employee, up to ninety percent (90%) of the CalPERS Bay Area Kaiser Family Premium per employee, minus applicable administration fees.

Health Savings/Cash Option – Effective January 1, 2012, if an employee elects no City-offered health insurance coverage and provides attestation of alternate "minimum essential coverage" for the employee and all individuals in his or her tax family, $200 per month may be taken as cash. The employee may also elect to have such funds deposited in a Flexible Spending Account (FSA) or Dependent Care Reimbursement Account.

Retiree Health – For Executive Management employees hired before January 1, 2013 who have five (5) years of service, or hired on or after January 1, 2013 who have ten (10) years of service, and retire under the City's retirement plan within one hundred twenty (120) days of separation from City employment, the retirement stipend paid by the City shall be as follows:

Retiree Health Tier 1: For retirees hired by the City before September 1, 2018, the City's stipend shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

For Retiree Health Tier 1 retirees hired by the City before September 1, 2018, who reside in other higher priced regions, the City's stipend shall be the amount of the premium for single party coverage in the plan selected by the retiree, not to exceed the amount of the CalPERS Bay Area Kaiser Premium for family coverage based on the Bay Area Regional pricing schedule. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

Retiree Health Tier 2: For retirees hired by the City on or after September 1, 2018, the City's stipend shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

For Retiree Health Tier 2 retirees hired by the City on or after September 1, 2018, who reside in other higher priced regions, the City's stipend shall not exceed ninety percent (90%) of the CalPERS Bay Area Kaiser Premium for single party coverage. The retiree will be required to pay the additional premium amount that is in excess of the Bay Area rates. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in the premium amount.

For Retiree Health Tier 2 employees who separate employment via a service retirement during the term of this MOU, this benefit shall continue until the retiree becomes eligible for Medicare. Once the retiree becomes eligible for Medicare, the City's stipend shall not exceed the single party cost of the "Kaiser Permanente SR Advantage Plan." Should that

plan be abolished, the City's stipend will not exceed the single party cost of the next most comparable plan. The City will pay the PEMHCA minimum employer contribution to CalPERS and reimburse the retiree for the remaining difference in premium amount.

Dental Insurance - The City shall continue to provide to eligible employees and dependents, including domestic partners, dental insurance. Coverage to be as follows: $2,100 annual cap for basic coverage and $2,500 lifetime cap for orthodonture effective October 1, 2001. The City will pay ninety percent (90%) of the dental insurance premium for eligible employees and dependents.

Vision Care - The City shall continue to contract with Vision Service Plan (VSP) or a comparable vision care provider to provide vision care benefits for employees and their dependents including domestic partners. The Vision Service Plan B provides for an exam every twelve (12) months, lenses every twelve (12) months if needed, and frames every twenty-four (24) months if needed. There will be no deductible for employees, but a twenty dollar ($20.00) per person deductible will apply to dependents each time benefits are available and will be paid by the employee. The City will pay ninety percent (90%) of the vision insurance premium for eligible employees and dependents.

Savings Clause – If, pursuant to any federal or state law which may become effective subsequent to the effective date of this policy, the City is required to pay contributions or taxes for hospital-medical-surgical, dental care, prescription drug or other health benefits to be provided its employees under such federal or state act, the City's obligation to furnish the same benefits under the hospital-medical programs shall be suspended and the contributions agreed to be paid monthly hereunder by the City shall be reduced each month by the amounts which the city is required to expend during such month in the form of contributions or taxed to support said federal or state health plan.

If, as a result of such law, the level of benefits provided by such law for any group of employees, or their dependents, is lower in certain categories of services than that provided under the existing major plan, the City shall, to the extent practical, provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided under the existing major plan. The City need only expend for this purpose the actual amount required to achieve parity between the benefits provided under any federal or state plan as supplemented in the manner hereinabove described. In no event shall the City be required to expend for such purposes an amount which when added to the contributions or taxes required of the City under the federal or state act, shall exceed the amounts paid at the time such legislation becomes effective.

If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution.

Life Insurance – The City shall provide "basic" life insurance coverage of three thousand dollars ($3,000) to all members of the Executive Management Group. The City shall offer to eligible employee's additional life insurance equal to one and one-half (1-1/2) times the employee's annual salary at a 60/40 premium contribution split between the City and the employee respectively.

Long Term Disability - The City will contract to provide Long Term Disability Insurance for Executive Management employees. The City will pay the full cost of the basic rate (basic rate provides for up to a three thousand dollars ($3,000) maximum monthly payout). A buy-up option will be included to offer the employee the opportunity to increase their coverage, at their own expense, up to an additional three thousand dollars ($3,000) monthly payout. The total maximum monthly payout available will be six thousand dollars ($6,000).

Social Security - In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

COBRA - The City may cause employees not entitled to the benefits set forth in this Article who are allowed to remain on a City health insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to be charged for such coverage at the maximum rate permissible by law (presently 102% of the premium for an active employee).

V. RETIREMENT

Public Employees' Retirement System (PERS) -

Tier 1: For employees hired before October 24, 2011, the City shall provide the Local Miscellaneous Members Section 21354.5 two and seven-tenths percent (2.7%) at age fifty-five (55) retirement formula, and the Public Safety members Section 21362.2 three percent (3%) at age fifty (50) retirement formula. Final compensation is calculated based on the single highest year in accordance with Government Code Section 20042.

Tier 2: - Retirement benefits for employees hired on or after October 24, 2011, and do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f), shall be those established by the Public Employees' Retirement System (PERS) for Local Miscellaneous Members two percent (2%) at sixty (60) formula retirement plan in accordance with Government Code Section 21353, and for Safety Members three percent (3%) at Age Fifty-Five (55) formula retirement plan in accordance with Government Code Section 21363.1. Final compensation is calculated based on the

average of three years of employment in accordance with Government Code Section 20037.

Tier 3: - For employees hired on or after January 1, 2013 and meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan for Local Miscellaneous Members, and two and seven-tenths percent (2.7%) at age fifty-seven (57) formula retirement plan for Local Safety members in accordance with Government Code Section 7522.20. Final compensation is calculated based on the average of three years of employment, in accordance with Government Code Section 7522.32.

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions, which consists of one-half of the total normal costs for pension. New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

Employee Member Contribution

Effective October 31, 2016 the employee shall pay the full required employee contribution in accordance with the established plan. The current required contribution rates are as follows:

	Miscellaneous Members	Public Safety Members
Tier 1	8%	9%
Tier 2	7%	9%
Tier 3*	6.25%	12.75%

*The mandatory contribution for Tier 3 Members is 50% of the normal cost of the benefit, subject to change each fiscal year.

Employee Contribution to Employer Share of Pension - The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

Effective July 10, 2017 in accordance with Section 20516(f) of the Government Code, Miscellaneous Member employees in Tier 1 and Tier 2 retirement formula plans shall pay a total of seven percent (7%) of salary toward the employer cost of retirement. Public Safety Member employees in Tier 1 and Tier 2 retirement formula plans shall continue to pay a total of nine percent (9%) of salary toward the employer cost of retirement. All employees in the Tier 3 retirement formula plans shall continue to pay a total of two percent (2%) of salary toward the employer cost of retirement. The current contribution rates are as follows:

	Miscellaneous Members	Public Safety Members
Tier 1	7%	9%
Tier 2	7%	9%
Tier 3*	2%	2%

The contributions to the employer share of pension shall not be credited to the employee account at CalPERS and shall not be reimbursed to the contributor by the City at any time for any reason.

PERS Military Leave Credit Option – Members who are qualified may apply to PERS for up to four- (4) year's military credit. The individual employee would be responsible for payment of all the costs of this benefit except for the contractual option between the City of Redwood City and the Public Employees Retirement System.

VI. REIMBURSEMENTS/ALLOWANCES

a. **Educational Expense Reimbursement** - Executive Management employees shall be eligible for reimbursement of costs of tuition, registration fees, books and supplies, and other educational expenses incurred in connection with enrollment in and successful completion of courses of instruction related to the employee's position with the City or a higher position with the City.

An Executive Management employee shall be eligible to receive reimbursement not to exceed one thousand five hundred dollars ($1,500.00) per fiscal year, provided that the courses of instruction require attendance at an accredited community college or university, are part of a curriculum leading to a degree, are approved in advance of enrollment by the Human Resources Division, and the employee successfully completes such course submitted for reimbursement with a grade of "C" or better. The Educational Expense Reimbursement Program may be used for professional development workshops or seminars, and with approval of both the Department Head and City Manager, for participation in leadership development programs.

b. **Professional Development Reimbursement** – Reimbursement for authorized personal development and improvements will be granted to Executive Management up to a maximum of seven hundred and fifty dollars ($750.00) per fiscal year. The following items are examples: Civic, community and professional organizations; professional development costs such as purchase of personal computers and related devices, tuition for job-related seminars, conferences and educational work or other professional development membership costs not included in the departmental budget. With department head and City Manager

approval, personal well-being activities such as fitness and gym membership fees can be applied to the $750.00 per year.

Professional development requires approval by both the Department Head and City Manager.

Taxability of this benefit allowance is governed by the provisions of the Internal Revenue Code and State and local regulations. Upon separation of employment, the employee retains ownership of any devices purchased with Professional Development funds.

c. **Auto Allowance** - Executive Management employees who are required to keep available a privately-owned vehicle for use in traveling on City business during his/her working days as a condition of employment shall receive an amount equal to estimated actual costs, including costs of fuel, maintenance, repairs insurance and depreciation, which amount shall not exceed $400.00 per month for Department Heads and $300.00 for all other Executive Management employees.

Executive Management employees may receive additional compensation based on the current prescribed IRS mileage reimbursement rate per mile for work-related travel outside the Bay Area, where the total round-trip exceeds 150 miles from the employee's regular work location. Mileage records shall be maintained for establishing such payment.

For travel where the total round-trip exceeds three hundred (300) miles, additional compensation shall not exceed actual coach air fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this subsection, the actual cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided.

Executive Management employees may be eligible to receive a city vehicle in-lieu of auto allowance upon authorization from the City Manager.

d. **Uniform Allowance –** Effective July 1, 2018, Fire Chief, Police Chief, Deputy Police Chief and Police Captains shall be paid an annual uniform allowance of eight hundred dollars ($800.00). Uniform allowance will be paid on a pay period basis at twenty eight dollars and forty-six cents ($30.77) per pay period as part of their regular paychecks. For classic CalPERS members as defined by PEPRA, the City will report to CalPERS the monetary value of this uniform allowance on a per pay period basis.

e. **Cellular Phone Stipend** – Employees required to use a cell phone for City business shall receive a cellular phone stipend of thirty-four dollars and sixty-two cents ($34.62) per pay period. Employees who are issued a City-owned cellular

phone for City business are ineligible for the cellular phone stipend. The City Manager may authorize a cell phone stipend for certain employees in the Confidential Unit.

f. **Other Expenses** - Upon approval of the City Manager and department head, the City will reimburse employees for expenses incurred in performance of their assigned job duties when such other expenses are other than, or in addition to, expenses based upon mileage transportation costs, in accordance with the City's travel policy.

g. **Compensation for Vehicular Damage** - The existing City policy on Use of City Owned and Private Vehicles for City Business in effect currently and as subsequently amended, shall be followed.

h. **Licenses and Certificates** - Employees who are required by State or Federal agencies to be licensed or certified shall be reimbursed for the fees for such license or certificate, excluding licenses required by the Department of Motor Vehicles.

i. **Service Credit** - Executive Management employees shall have all years of service with the City of Redwood City credited toward accrual rates and benefit vesting privileges.

Appendix A
401(a) Retirement Plan Employee Contributions

Effective January 1, 2017, or upon Council approval of the amended 401(a) plan document, employee contributions shall be as follows:

Group 1: Executive members appointed prior to January 1, 2015 shall continue with the mandatory employee contribution designated at the time of appointment

Group 2: Executive members appointed on or after January 1, 2015 shall have mandatory employee contributions as follows:

City Manager and City Attorney	5% of Salary
Department Heads: • Public Safety • Miscellaneous Tier 3 (PEPRA)	5% of Salary
All other Executive Members	No Employee Contribution

EXECUTIVE MANAGEMENT
SALARY RANGES
3.5% COLA Effective July 6, 2020

Department Heads	Minimum Monthly Salary	Maximum Monthly Salary
Assistant City Manager	$16,334	$22.052
City Clerk	$10,743	$14,503
Comm. Devel. & Transp. Director	$14,663	$19,793
Deputy City Manager	$13,931	$18,806
Fire Chief	$18,731	$23,415
Human Resources Director	$14,385	$19,421
Library Director	$14,355	$19,380
Police Chief	$17,628	$23,798
PRCS Director	$15,005	$20,257
PWS Director	$15,005	$20,257

Division Heads, Deputy/Assistant Director, and Other Executives	Minimum Monthly Salary	Maximum Monthly Salary
Assistant City Attorney	$12,764	$17,232
Assistant PRCS Director	$12,378	$16,711
Assistant Public Works Director	$12,378	$16.711
CD Manager Building	$11,333	$15,299
CD Manager Engineering	$13,651	$18,430
CD Manager Planning	$11,940	$16,119
Communications Manager	$10,743	$14,503
Deputy City Attorney	$9,895	$13,359
Deputy Police Chief	$16,784	$22,658
Economic Development Manager	$12,408	$16,750
Financial Services Manager	$12,408	$16,750
Information Technology Manager	$12,408	$16,750
Police Captain	$15,975	$21,577
Senior Assistant City Attorney	$14,041	$18,955

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
ACCOUNT CLERK I	E730	SEIU	2/1/2021	MONTHLY	5,017.00	5,267.00	5,531.00	5,808.00	6,097.00		8810
				BIWEEKLY	2,315.54	2,430.92	2,552.77	2,680.62	2,814.00		
				HRLY RATE	28.94	30.39	31.91	33.51	35.18		
ACCOUNT CLERK II	E700	SEIU	2/1/2021	MONTHLY	5,514.00	5,791.00	6,081.00	6,384.00	6,706.00		8810
				BIWEEKLY	2,544.92	2,672.77	2,806.62	2,946.46	3,095.08		
				HRLY RATE	31.81	33.41	35.08	36.83	38.69		
ACCOUNTANT	C440	RCMEA	10/12/2020	MONTHLY	8,434.00				10,123.00		9410
				BIWEEKLY	3,892.62				4,672.15		
				HRLY RATE	48.66				58.40		
ACCOUNTING TECHNICIAN I	E620	SEIU	2/1/2021	MONTHLY	5,763.00	6,045.00	6,352.00	6,672.00	7,006.00		8810
				BIWEEKLY	2,659.85	2,790.00	2,931.69	3,079.38	3,233.54		
				HRLY RATE	33.25	34.88	36.65	38.49	40.42		
ACCOUNTING TECHNICIAN II	E735	SEIU	2/1/2021	MONTHLY	6,340.00	6,655.00	6,990.00	7,336.00	7,707.00		8810
				BIWEEKLY	2,926.15	3,071.54	3,226.15	3,385.85	3,557.08		
				HRLY RATE	36.58	38.39	40.33	42.32	44.46		
ADMINISTRATIVE ASSISTANT	C715	RCMEA	10/12/2020	MONTHLY	7,723.00				9,275.00		8810
				BIWEEKLY	3,564.46				4,280.77		
				HRLY RATE	44.56				53.51		
ADMINISTRATIVE CLERK I	E795	SEIU	2/1/2021	MONTHLY	4,591.00	4,820.00	5,059.00	5,315.00	5,581.00		8810
				BIWEEKLY	2,118.92	2,224.62	2,334.92	2,453.08	2,575.85		
				HRLY RATE	26.49	27.81	29.19	30.66	32.20		
ADMINISTRATIVE CLERK II	E770	SEIU	2/1/2021	MONTHLY	5,053.00	5,306.00	5,569.00	5,850.00	6,139.00		8810
				BIWEEKLY	2,332.15	2,448.92	2,570.31	2,700.00	2,833.38		
				HRLY RATE	29.15	30.61	32.13	33.75	35.42		
ADMINISTRATIVE CLERK III	E710	SEIU	2/1/2021	MONTHLY	5,553.00	5,832.00	6,123.00	6,430.00	6,750.00		8810
				BIWEEKLY	2,562.92	2,691.69	2,826.00	2,967.69	3,115.38		
				HRLY RATE	32.04	33.65	35.33	37.10	38.94		
ADMINISTRATIVE SECRETARY	C710	RCMEA	10/12/2020	MONTHLY	7,386.00				8,861.00		8810
				BIWEEKLY	3,408.92				4,089.69		
				HRLY RATE	42.61				51.12		
ASSISTANT CITY ATTORNEY	C415	EXEC. SERV.	7/6/2020	MONTHLY	12,764.00				17,232.00		9410
				BIWEEKLY	5,891.08				7,953.23		
				HRLY RATE	73.64				99.42		
ASSISTANT CITY CLERK	C675	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		8810
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
ASSISTANT CITY MANAGER	C110	EXEC. SERV.	7/6/2020	MONTHLY	16,334.00				22,052.00		9410
				BIWEEKLY	7,538.77				10,177.85		
				HRLY RATE	94.23				127.22		
ASSISTANT COMMUNITY DEVELOPMENT & TRANSPORTATION DIRECTOR	C140	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSISTANT ENGINEER I	G700	SEIU	2/1/2021	MONTHLY	8,098.00	8,506.00	8,932.00	9,378.00	9,845.00		9410
				BIWEEKLY	3,737.54	3,925.85	4,122.46	4,328.31	4,543.85		
				HRLY RATE	46.72	49.07	51.53	54.10	56.80		
ASSISTANT ENGINEER II	G600	SEIU	2/1/2021	MONTHLY	8,907.00	9,355.00	9,823.00	10,318.00	10,829.00		9410
				BIWEEKLY	4,110.92	4,317.69	4,533.69	4,762.15	4,998.00		
				HRLY RATE	51.39	53.97	56.67	59.53	62.48		
ASSISTANT PARKS, RECREATION & COMMUNITY SERVICES DIRECTOR	C135	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSISTANT PLANNER	H750	SEIU	2/1/2021	MONTHLY	8,005.00	8,409.00	8,826.00	9,269.00	9,732.00		9410
				BIWEEKLY	3,694.62	3,881.08	4,073.54	4,278.00	4,491.69		
				HRLY RATE	46.18	48.51	50.92	53.48	56.15		
ASSISTANT PUBLIC WORKS DIRECTOR	C204	EXEC. SERV.	7/6/2020	MONTHLY	12,378.00				16,711.00		9410
				BIWEEKLY	5,712.92				7,712.77		
				HRLY RATE	71.41				96.41		
ASSOCIATE ENGINEER	G500	SEIU	2/1/2021	MONTHLY	9,804.00	10,292.00	10,809.00	11,347.00	11,916.00		9410
				BIWEEKLY	4,524.92	4,750.15	4,988.77	5,237.08	5,499.69		
				HRLY RATE	56.56	59.38	62.36	65.46	68.75		
ASSOCIATE PLANNER	H700	SEIU	2/1/2021	MONTHLY	8,808.00	9,248.00	9,708.00	10,199.00	10,707.00		9410
				BIWEEKLY	4,065.23	4,268.31	4,480.62	4,707.23	4,941.69		
				HRLY RATE	50.82	53.35	56.01	58.84	61.77		
BATTALION CHIEF	C300	COA	10/12/2020	MONTHLY	14,674.00				17,837.00		7706
				BIWEEKLY	6,772.62				8,232.46		
				HRLY RATE	60.47				73.50		
BATTALION CHIEF - 40 HR	C301	COA	10/12/2020	MONTHLY	15,921.00				19,351.00		7706
				BIWEEKLY	7,348.15				8,931.23		
				HRLY RATE	91.85				111.64		
BODY WORN CAMERA PROGRAM MANAGER	C528	RCMEA	6/28/2021	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
BUILDING ATTENDANT III	N810	SEIU	2/1/2021	MONTHLY	3,254.00	3,414.00	3,584.00	3,762.00	3,952.00		8810
				BIWEEKLY	1,501.85	1,575.69	1,654.15	1,736.31	1,824.00		
				HRLY RATE	18.77	19.70	20.68	21.70	22.80		
BUILDING INSPECTOR	K710	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
BUILDING MAINTENANCE WORKER	N670	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
CAPITAL IMPROVEMENT PROGRAM MANAGER	C435	RCMEA	10/12/2020	MONTHLY	12,177.00				14,607.00		9410
				BIWEEKLY	5,620.15				6,741.69		
				HRLY RATE	70.25				84.27		
CDBG/HOME ADMINISTRATOR	C323	RCMEA	10/12/2020	MONTHLY	10,766.00				12,920.00		9410
				BIWEEKLY	4,968.92				5,963.08		
				HRLY RATE	62.11				74.54		
CHILD CARE SPECIALIST	E925	SEIU	2/1/2021	MONTHLY	7,098.00	7,455.00	7,829.00	8,220.00	8,628.00		9410
				BIWEEKLY	3,276.00	3,440.77	3,613.38	3,793.85	3,982.15		
				HRLY RATE	40.95	43.01	45.17	47.42	49.78		
CITY ATTORNEY	A170	EXEC. SERV.	7/5/2021	MONTHLY	23,756.00				23,756.00		9410
				BIWEEKLY	10,964.31				10,964.31		
				HRLY RATE	137.05				137.05		
CITY CLERK	A180	EXEC. SERV.	7/6/2020	MONTHLY	10,743.00				14,503.00		9410
				BIWEEKLY	4,958.31				6,693.69		
				HRLY RATE	61.98				83.67		
CITY COUNCIL MEMBER	A000	NOT REPRESENTED	1/22/2001	MONTHLY	750.00				750.00		9410
				BIWEEKLY	346.15				346.15		
				HRLY RATE	4.33				4.33		
CITY MANAGER	A100	EXEC. SERV.	7/5/2021	MONTHLY	27,854.00				27,854.00		9410
				BIWEEKLY	12,855.69				12,855.69		
				HRLY RATE	160.70				160.70		
CODE ENFORCEMENT OFFICER I	K750	SEIU	2/1/2021	MONTHLY	7,490.00	7,864.00	8,260.00	8,670.00	9,103.00		9410

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
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CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
				BIWEEKLY	3,456.92	3,629.54	3,812.31	4,001.54	4,201.38		
				HRLY RATE	43.21	45.37	47.65	50.02	52.52		
CODE ENFORCEMENT OFFICER II	K755	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
COMMUNITY DEVELOPMENT MANAGER - BUILDING	C406	EXEC. SERV.	7/6/2020	MONTHLY	11,333.00				15,299.00		9410
				BIWEEKLY	5,230.62				7,061.08		
				HRLY RATE	65.38				88.26		
COMMUNITY DEVELOPMENT MANAGER - ENGINEERING	C408	EXEC. SERV.	7/6/2020	MONTHLY	13,651.00				18,430.00		9410
				BIWEEKLY	6,300.46				8,506.15		
				HRLY RATE	78.76				106.33		
COMMUNITY DEVELOPMENT MANAGER - PLANNING	C407	EXEC. SERV.	7/6/2020	MONTHLY	11,940.00				16,119.00		9410
				BIWEEKLY	5,510.77				7,439.54		
				HRLY RATE	68.88				92.99		
COMMUNICATIONS DISPATCHER	E670	SEIU	2/1/2021	MONTHLY	7,971.00	8,366.00	8,790.00	9,229.00	9,692.00		8810
				BIWEEKLY	3,678.92	3,861.23	4,056.92	4,259.54	4,473.23		
				HRLY RATE	45.99	48.27	50.71	53.24	55.92		
COMMUNICATIONS MANAGER	C412	EXEC. SERV.	7/6/2020	MONTHLY	10,743.00				14,503.00		9410
				BIWEEKLY	4,958.31				6,693.69		
				HRLY RATE	61.98				83.67		
COMMUNICATIONS MULTIMEDIA ANALYST	C542	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
COMMUNICATIONS SUPERVISOR	C800	RCMEA	10/12/2020	MONTHLY	10,765.00				12,919.00		9410
				BIWEEKLY	4,968.46				5,962.62		
				HRLY RATE	62.11				74.53		
COMMUNITY DEVELOPMENT AND TRANSPORTATION DIRECTOR	B130	EXEC. SERV.	7/6/2020	MONTHLY	14,663.00				19,793.00		9410
				BIWEEKLY	6,767.54				9,135.23		
				HRLY RATE	84.59				114.19		
COMMUNITY SERVICE OFFICER	E705	SEIU	2/1/2021	MONTHLY	6,229.00	6,542.00	6,868.00	7,215.00	7,577.00		9410
				BIWEEKLY	2,874.92	3,019.38	3,169.85	3,330.00	3,497.08		
				HRLY RATE	35.94	37.74	39.62	41.63	43.71		
CONSUMER SERVICE TECHNICIAN	M750	SEIU	2/1/2021	MONTHLY	6,282.00	6,597.00	6,921.00	7,269.00	7,633.00		9410
				BIWEEKLY	2,899.38	3,044.77	3,194.31	3,354.92	3,522.92		
				HRLY RATE	36.24	38.06	39.93	41.94	44.04		
CUSTODIAL SERVICES SUPERVISOR	C825	RCMEA	10/12/2020	MONTHLY	8,023.00				9,629.00		9410
				BIWEEKLY	3,702.92				4,444.15		
				HRLY RATE	46.29				55.55		
DEPUTY CITY ATTORNEY	C107	EXEC. SERV.	7/6/2020	MONTHLY	9,895.00				13,359.00		9410
				BIWEEKLY	4,566.92				6,165.69		
				HRLY RATE	57.09				77.07		
DEPUTY CITY MANAGER	C855	EXEC. SERV.	7/6/2020	MONTHLY	13,931.00				18,806.00		9410
				BIWEEKLY	6,429.69				8,679.69		
				HRLY RATE	80.37				108.50		
DEPUTY FIRE CHIEF	C319	COA	10/12/2020	MONTHLY	18,197.00				21,286.00		7706
				BIWEEKLY	8,398.62				9,824.31		
				HRLY RATE	104.98				122.80		
DEPUTY FIRE MARSHAL	F800	FIRE	1/4/2021	MONTHLY	11,587.00	12,165.00	12,774.00	13,412.00	14,083.00		7706
				BIWEEKLY	5,347.85	5,614.62	5,895.69	6,190.15	6,499.85		
				HRLY RATE	66.85	70.18	73.70	77.38	81.25		
DEPUTY POLICE CHIEF	C230	EXEC. SERV.	7/6/2020	MONTHLY	16,784.00				22,658.00		7720
				BIWEEKLY	7,746.46				10,457.54		
				HRLY RATE	96.83				130.72		
ECONOMIC DEVELOPMENT MANAGER	C403	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		
EMERGENCY PREPAREDNESS AND OUTREACH COORDINATOR	C518	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST I	C682	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST II	C692	RCMEA	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
ENGINEERING TECHNICIAN I	G730	SEIU	2/1/2021	MONTHLY	6,015.00	6,318.00	6,633.00	6,967.00	7,314.00		9410
				BIWEEKLY	2,776.15	2,916.00	3,061.38	3,215.54	3,375.69		
				HRLY RATE	34.70	36.45	38.27	40.19	42.20		
ENGINEERING TECHNICIAN II	G710	SEIU	2/1/2021	MONTHLY	6,611.00	6,943.00	7,292.00	7,657.00	8,040.00		9410
				BIWEEKLY	3,051.23	3,204.46	3,365.54	3,534.00	3,710.77		
				HRLY RATE	38.14	40.06	42.07	44.18	46.38		
ENVIRONMENTAL INITIATIVES COORDINATOR	C541	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
EQUIPMENT MECHANIC I	N710	SEIU	2/1/2021	MONTHLY	6,417.00	6,741.00	7,074.00	7,428.00	7,802.00		9420
				BIWEEKLY	2,961.69	3,111.23	3,264.92	3,428.31	3,600.92		
				HRLY RATE	37.02	38.89	40.81	42.85	45.01		
EQUIPMENT MECHANIC II	N600	SEIU	2/1/2021	MONTHLY	7,056.00	7,407.00	7,776.00	8,167.00	8,574.00		9420
				BIWEEKLY	3,256.62	3,418.62	3,588.92	3,769.38	3,957.23		
				HRLY RATE	40.71	42.73	44.86	47.12	49.47		
EQUIPMENT SERVICE WORKER	N750	SEIU	2/1/2021	MONTHLY	5,579.00	5,853.00	6,144.00	6,454.00	6,781.00		9420
				BIWEEKLY	2,574.92	2,701.38	2,835.69	2,978.77	3,129.69		
				HRLY RATE	32.19	33.77	35.45	37.23	39.12		
FACILITIES MAINTENANCE SUPERVISOR	C385	RCMEA	10/12/2020	MONTHLY	10,240.00				12,286.00		9410
				BIWEEKLY	4,726.15				5,670.46		
				HRLY RATE	59.08				70.88		
FACILITY AIDE	N790	SEIU	2/1/2021	MONTHLY	4,595.00	4,824.00	5,064.00	5,319.00	5,584.00		9420
				BIWEEKLY	2,120.77	2,226.46	2,337.23	2,454.92	2,577.23		
				HRLY RATE	26.51	27.83	29.22	30.69	32.22		
FACILITY LEADER	N745	SEIU	2/1/2021	MONTHLY	5,305.00	5,569.00	5,848.00	6,138.00	6,447.00		9420
				BIWEEKLY	2,448.46	2,570.31	2,699.08	2,832.92	2,975.54		
				HRLY RATE	30.61	32.13	33.74	35.41	37.19		
FINANCE DIRECTOR	B135	EXEC. SERV.	7/6/2020	MONTHLY	14,663.00				19,793.00		9410
				BIWEEKLY	6,767.54				9,135.23		
				HRLY RATE	84.59				114.19		
FINANCIAL SERVICES MANAGER	C360	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		
FIRE CAPTAIN	F630	FIRE	1/4/2021	MONTHLY	10,929.00	11,472.00	12,048.00	12,647.00	13,279.00		7706
				BIWEEKLY	5,044.15	5,294.77	5,560.62	5,837.08	6,128.77		
				HRLY RATE	45.04	47.27	49.65	52.12	54.72		
FIRE CHIEF	B150	EXEC. SERV.	7/6/2020	MONTHLY	18,731.00				23,415.00		7706
				BIWEEKLY	8,645.08				10,806.92		

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				HRLY RATE	108.06				135.09		
FIRE FIGHTER/ENGINEER	F700	FIRE	1/4/2021	MONTHLY	8,392.00	8,813.00	9,254.00	9,720.00	10,205.00	10,712.00	7706
				BIWEEKLY	3,873.23	4,067.54	4,271.08	4,486.15	4,710.00	4,944.00	
				HRLY RATE	34.58	36.32	38.13	40.06	42.05	44.14	
FIRE FIGHTER/ENGINEER - 40 HR	F702	FIRE	1/4/2021	MONTHLY	8,392.00	8,813.00	9,254.00	9,720.00	10,205.00	10,712.00	7706
				BIWEEKLY	3,873.23	4,067.54	4,271.08	4,486.15	4,710.00	4,944.00	
				HRLY RATE	48.42	50.84	53.39	56.08	58.88	61.80	
FIRE MARSHAL	C306	COA	10/12/2020	MONTHLY	15,921.00				19,351.00		7706
				BIWEEKLY	7,348.15				8,931.23		
				HRLY RATE	91.85				111.64		
FIRE PLAN CHECKER	K760	SEIU	2/1/2021	MONTHLY	9,338.00	9,806.00	10,294.00	10,809.00	11,349.00		9410
				BIWEEKLY	4,309.85	4,525.85	4,751.08	4,988.77	5,238.00		
				HRLY RATE	53.87	56.57	59.39	62.36	65.48		
FIRE PREVENTION OFFICER	K715	FIRE	1/4/2021	MONTHLY	9,853.00	10,351.00	10,863.00	11,409.00	11,980.00		9410
				BIWEEKLY	4,547.54	4,777.38	5,013.69	5,265.69	5,529.23		
				HRLY RATE	56.84	59.72	62.67	65.82	69.12		
FLEET SUPERVISOR	C835	RCMEA	10/12/2020	MONTHLY	9,320.00				11,323.00		9410
				BIWEEKLY	4,301.54				5,226.00		
				HRLY RATE	53.77				65.33		
GIS MANAGER	C335	RCMEA	10/12/2020	MONTHLY	11,408.00				13,688.00		9410
				BIWEEKLY	5,265.23				6,317.54		
				HRLY RATE	65.82				78.97		
GIS TECHNICIAN	G750	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
GRAPHIC DESIGN SPECIALIST	L748	SEIU	2/1/2021	MONTHLY	5,876.00	6,172.00	6,476.00	6,799.00	7,142.00		8810
				BIWEEKLY	2,712.00	2,848.62	2,988.92	3,138.00	3,296.31		
				HRLY RATE	35.68	37.48	39.33	41.29	43.37		
HOUSING AND ECONOMIC DEVELOPMENT SPECIALIST II	K745	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
HOUSING AND ECONOMIC DEVELOPMENT SPECIALIST I	K740	SEIU	2/1/2021	MONTHLY	7,490.00	7,861.00	8,260.00	8,670.00	9,100.00		9410
				BIWEEKLY	3,456.92	3,628.15	3,812.31	4,001.54	4,200.00		
				HRLY RATE	43.21	45.35	47.65	50.02	52.50		
HOUSING LEADERSHIP MANAGER	C409	RCMEA	10/12/2020	MONTHLY	12,298.00				16,602.00		9410
				BIWEEKLY	5,676.00				7,662.46		
				HRLY RATE	70.95				95.78		
HUMAN RESOURCES ANALYST I	C741	CONFIDENTIAL	10/12/2020	MONTHLY	8,270.00				9,924.00		8810
				BIWEEKLY	3,816.92				4,580.31		
				HRLY RATE	47.71				57.25		
HUMAN RESOURCES ANALYST II	C742	CONFIDENTIAL	10/12/2020	MONTHLY	9,553.00				10,879.00		8810
				BIWEEKLY	4,409.08				5,021.08		
				HRLY RATE	55.11				62.76		
HUMAN RESOURCES DIRECTOR	B190	EXEC. SERV.	7/6/2020	MONTHLY	14,385.00				19,421.00		9410
				BIWEEKLY	6,639.23				8,963.54		
				HRLY RATE	82.99				112.04		
HUMAN RESOURCES TECHNICIAN	C740	RCMEA	10/12/2020	MONTHLY	7,723.00				9,275.00		8810
				BIWEEKLY	3,564.46				4,280.77		
				HRLY RATE	44.56				53.51		
HUMAN SERVICES SPECIALIST I	E210	SEIU	2/1/2021	MONTHLY	4,591.00	4,821.00	5,057.00	5,312.00	5,581.00		8810
				BIWEEKLY	2,118.92	2,225.08	2,334.00	2,451.69	2,575.85		
				HRLY RATE	26.49	27.81	29.18	30.65	32.20		
HUMAN SERVICES SPECIALIST II	E220	SEIU	2/1/2021	MONTHLY	5,050.00	5,305.00	5,563.00	5,845.00	6,139.00		8810
				BIWEEKLY	2,330.77	2,448.46	2,567.54	2,697.69	2,833.38		
				HRLY RATE	29.13	30.61	32.09	33.72	35.42		
HUMAN SERVICES SPECIALIST III	R230	SEIU	2/1/2021	MONTHLY	5,553.00	5,832.00	6,123.00	6,430.00	6,750.00		8810
				BIWEEKLY	2,562.92	2,691.69	2,826.00	2,967.69	3,115.38		
				HRLY RATE	32.04	33.65	35.33	37.10	38.94		
INFORMATION TECHNOLOGY ANALYST I	C680	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
INFORMATION TECHNOLOGY ANALYST II	C690	RCMEA/CONFIDENTIAL	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
INFORMATION TECHNOLOGY MANAGER	C295	EXEC. SERV.	7/6/2020	MONTHLY	12,408.00				16,750.00		9410
				BIWEEKLY	5,726.77				7,730.77		
				HRLY RATE	71.58				96.63		9410
JUVENILE AND FAMILY SERVICES SPECIALIST	C850	RCMEA	10/12/2020	MONTHLY	8,813.00				10,578.00		9410
				BIWEEKLY	4,067.54				4,882.15		
				HRLY RATE	50.84				61.03		
LANDSCAPE ARCHITECT	C332	RCMEA	10/12/2020	MONTHLY	11,478.00				13,774.00		9410
				BIWEEKLY	5,297.54				6,357.23		
				HRLY RATE	66.22				79.47		
LANDSCAPE EQUIPMENT OPERATOR	R705	SEIU	2/1/2021	MONTHLY	6,600.00	6,927.00	7,275.00	7,637.00	8,020.00		9420
				BIWEEKLY	3,046.15	3,197.08	3,357.69	3,524.77	3,701.54		
				HRLY RATE	38.08	39.96	41.97	44.06	46.27		
LANDSCAPE GARDENER	R720	SEIU	2/1/2021	MONTHLY	6,067.00	6,365.00	6,684.00	7,020.00	7,367.00		9420
				BIWEEKLY	2,800.15	2,937.69	3,084.92	3,240.00	3,400.15		
				HRLY RATE	35.00	36.72	38.56	40.50	42.50		
LANDSCAPE SUPERVISOR	C870	RCMEA	10/12/2020	MONTHLY	8,023.00				9,629.00		9410
				BIWEEKLY	3,702.92				4,444.15		
				HRLY RATE	46.29				55.55		
LEAD EQUIPMENT MECHANIC	N500	SEIU	2/1/2021	MONTHLY	7,766.00	8,150.00	8,559.00	8,985.00	9,437.00		9420
				BIWEEKLY	3,584.31	3,761.54	3,950.31	4,146.92	4,355.54		
				HRLY RATE	44.80	47.02	49.38	51.84	54.44		
LEAD LANDSCAPE GARDENER	R680	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420
				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
LEAD MAINTENANCE CUSTODIAN	N780	SEIU	2/1/2021	MONTHLY	5,554.00	5,834.00	6,128.00	6,431.00	6,753.00		9420
				BIWEEKLY	2,563.38	2,692.62	2,828.31	2,968.15	3,116.77		
				HRLY RATE	32.04	33.66	35.35	37.10	38.96		
LEAD POLICE CLERK	E685	SEIU	2/1/2021	MONTHLY	6,264.00	6,576.00	6,906.00	7,250.00	7,613.00		8810
				BIWEEKLY	2,891.08	3,035.08	3,187.38	3,346.15	3,513.69		
				HRLY RATE	36.14	37.94	39.84	41.83	43.92		
LEAD PUBLIC SAFETY DISPATCHER	E675	SEIU	2/1/2021	MONTHLY	8,770.00	9,208.00	9,666.00	10,148.00	10,661.00		8810
				BIWEEKLY	4,047.69	4,249.85	4,461.23	4,683.69	4,920.46		
				HRLY RATE	50.60	53.12	55.77	58.55	61.51		
LEAD PUBLIC WORKS MAINTENANCE WORKER	M620	SEIU	2/1/2021	MONTHLY	6,931.00	7,275.00	7,638.00	8,021.00	8,419.00		9420
				BIWEEKLY	3,198.92	3,357.69	3,525.23	3,702.00	3,885.69		
				HRLY RATE	39.99	41.97	44.07	46.28	48.57		
LEAD PUBLIC WORKS MAINTENANCE WORKER - WASTEWATER	M621	SEIU	2/1/2021	MONTHLY	7,069.00	7,420.00	7,789.00	8,178.00	8,586.00		9420
				BIWEEKLY	3,262.62	3,424.62	3,594.92	3,774.46	3,962.77		
				HRLY RATE	40.78	42.81	44.94	47.18	49.53		

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LEAD WATER RESOURCES TECHNICIAN	M825	SEIU	2/1/2021	MONTHLY	7,271.00	7,635.00	8,016.00	8,416.00	8,840.00		9420
				BIWEEKLY	3,355.85	3,523.85	3,699.69	3,884.31	4,080.00		
				HRLY RATE	41.95	44.05	46.25	48.55	51.00		
LIBRARIAN I	L720	SEIU	8/2/2021	MONTHLY	6,549.00	6,881.00	7,223.00	7,578.00	7,961.00		8810
				BIWEEKLY	3,022.62	3,175.85	3,333.69	3,497.54	3,674.31		
				HRLY RATE	39.77	41.79	43.86	46.02	48.35		
LIBRARIAN II	L700	SEIU	8/2/2021	MONTHLY	7,200.00	7,563.00	7,943.00	8,338.00	8,756.00		8810
				BIWEEKLY	3,323.08	3,490.62	3,666.00	3,848.31	4,041.23		
				HRLY RATE	43.72	45.93	48.24	50.64	53.17		
LIBRARY ASSISTANT I	L780	SEIU	2/1/2021	MONTHLY	4,857.00	5,100.00	5,353.00	5,619.00	5,901.00		8810
				BIWEEKLY	2,241.69	2,353.85	2,470.62	2,593.38	2,723.54		
				HRLY RATE	29.50	30.97	32.51	34.12	35.84		
LIBRARY ASSISTANT II	L760	SEIU	2/1/2021	MONTHLY	5,347.00	5,613.00	5,891.00	6,182.00	6,495.00		8810
				BIWEEKLY	2,467.85	2,590.62	2,718.92	2,853.23	2,997.69		
				HRLY RATE	32.47	34.09	35.78	37.54	39.44		
LIBRARY DIRECTOR	B160	EXEC. SERV.	7/6/2020	MONTHLY	14,355.00				19,380.00		9410
				BIWEEKLY	6,625.38				8,944.62		
				HRLY RATE	82.82				111.81		
LIBRARY DIVISION MANAGER	C531	RCMEA	10/12/2020	MONTHLY	11,187.00				13,422.00		8810
				BIWEEKLY	5,163.23				6,194.77		
				HRLY RATE	64.54				77.43		
LIBRARY INFORMATION TECHNOLOGY TECHNICIAN	L805	SEIU	2/1/2021	MONTHLY	6,956.00	7,304.00	7,670.00	8,051.00	8,455.00		8810
				BIWEEKLY	3,210.46	3,371.08	3,540.00	3,715.85	3,902.31		
				HRLY RATE	42.24	44.36	46.58	48.89	51.35		
LIBRARY PROGRAM SPECIALIST	L800	SEIU	2/1/2021	MONTHLY	7,094.00	7,451.00	7,826.00	8,215.00	8,627.00		8810
				BIWEEKLY	3,274.15	3,438.92	3,612.00	3,791.54	3,981.69		
				HRLY RATE	43.08	45.25	47.53	49.89	52.39		
LIBRARY SERVICES SUPERVISOR	C661	RCMEA	10/12/2020	MONTHLY	9,734.00				11,680.00		8810
				BIWEEKLY	4,492.62				5,390.77		
				HRLY RATE	56.16				67.38		
LITERACY TUTOR - STUDENT COORDINATOR	L690	SEIU	2/1/2021	MONTHLY	7,094.00	7,451.00	7,826.00	8,215.00	8,627.00		8810
				BIWEEKLY	3,274.15	3,438.92	3,612.00	3,791.54	3,981.69		
				HRLY RATE	43.08	45.25	47.53	49.89	52.39		
MAINTENANCE CUSTODIAN	N770	SEIU	2/1/2021	MONTHLY	5,056.00	5,306.00	5,573.00	5,851.00	6,140.00		9420
				BIWEEKLY	2,333.54	2,448.92	2,572.15	2,700.46	2,833.85		
				HRLY RATE	29.17	30.61	32.15	33.76	35.42		
MANAGEMENT ANALYST I	C513	RCMEA	10/12/2020	MONTHLY	9,274.00				11,125.00		9410
				BIWEEKLY	4,280.31				5,134.62		
				HRLY RATE	53.50				64.18		
MANAGEMENT ANALYST II	C516	RCMEA	10/12/2020	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
MANAGERIAL ACCOUNTANT	C991	NOT REPRESENTED		MONTHLY	5,200.00				8,667.00		9410
				BIWEEKLY	2,400.00				4,000.00		
				HRLY RATE	30.00				50.00		
PARALEGAL	C100	RCMEA	10/12/2020	MONTHLY	7,995.00				9,600.00		8810
				BIWEEKLY	3,690.00				4,430.77		
				HRLY RATE	46.13				55.38		
PARKING ENFORCEMENT OFFICER I	E807	SEIU	2/1/2021	MONTHLY	4,202.00	4,411.00	4,631.00	4,862.00	5,108.00		9410
				BIWEEKLY	1,939.38	2,035.85	2,137.38	2,244.00	2,357.54		
				HRLY RATE	24.24	25.45	26.72	28.05	29.47		
PARKING ENFORCEMENT OFFICER II	E810	SEIU	2/1/2021	MONTHLY	4,769.00	5,007.00	5,255.00	5,520.00	5,796.00		9410
				BIWEEKLY	2,201.08	2,310.92	2,425.38	2,547.69	2,675.08		
				HRLY RATE	27.51	28.89	30.32	31.85	33.44		
PARKING METER COLLECTOR	E750	SEIU	2/1/2021	MONTHLY	4,769.00	5,007.00	5,255.00	5,520.00	5,796.00		9410
				BIWEEKLY	2,201.08	2,310.92	2,425.38	2,547.69	2,675.08		
				HRLY RATE	27.51	28.89	30.32	31.85	33.44		
PARKING/TDM MANAGER	C543	RCMEA	10/12/2020	MONTHLY	10,404.00				12,484.00		8810
				BIWEEKLY	4,801.85				5,761.85		
				HRLY RATE	60.02				72.02		
PARKS AND RECREATION PROGRAM ASSISTANT I	E935	SEIU	2/1/2021	MONTHLY	5,183.00	5,442.00	5,715.00	6,001.00	6,300.00		9410
				BIWEEKLY	2,392.15	2,511.69	2,637.69	2,769.69	2,907.69		
				HRLY RATE	29.90	31.40	32.97	34.62	36.35		
PARKS AND RECREATION PROGRAM ASSISTANT II	E940	SEIU	2/1/2021	MONTHLY	5,760.00	6,048.00	6,350.00	6,667.00	7,001.00		9410
				BIWEEKLY	2,658.46	2,791.38	2,930.77	3,077.08	3,231.23		
				HRLY RATE	33.23	34.89	36.63	38.46	40.39		
PARKS, RECREATION AND COMMUNITY SERVICES MANAGER	C400	RCMEA	10/12/2020	MONTHLY	11,158.00				13,387.00		9410
				BIWEEKLY	5,149.85				6,178.62		
				HRLY RATE	64.37				77.23		
PARKS, RECREATION AND COMMUNITY SERVICES DIRECTOR	B140	EXEC. SERV.	7/6/2020	MONTHLY	15,005.00				20,257.00		9410
				BIWEEKLY	6,925.38				9,349.38		
				HRLY RATE	86.57				116.87		
PERMITS TECHNICIAN	E540	SEIU	2/1/2021	MONTHLY	6,860.00	7,209.00	7,564.00	7,944.00	8,340.00		8810
				BIWEEKLY	3,166.15	3,327.23	3,491.08	3,666.46	3,849.23		
				HRLY RATE	39.58	41.59	43.64	45.83	48.12		
PLAN CHECK ENGINEER	C330	RCMEA	10/12/2020	MONTHLY	11,976.00				14,372.00		9410
				BIWEEKLY	5,527.38				6,633.23		
				HRLY RATE	69.09				82.92		
PLAN CHECKER	H780	SEIU	2/1/2021	MONTHLY	9,065.00	9,520.00	9,994.00	10,494.00	11,019.00		9410
				BIWEEKLY	4,183.85	4,393.85	4,612.62	4,843.38	5,085.69		
				HRLY RATE	52.30	54.92	57.66	60.54	63.57		
POLICE CAPTAIN	C241	EXEC. SERV.	7/6/2020	MONTHLY	15,975.00				21,577.00		7720
				BIWEEKLY	7,373.08				9,958.62		
				HRLY RATE	92.16				124.48		
POLICE CHIEF	B120	EXEC. SERV.	7/6/2020	MONTHLY	17,628.00				23,798.00		7720
				BIWEEKLY	8,136.00				10,983.69		
				HRLY RATE	101.70				137.30		
POLICE CLERK	E690	SEIU	2/1/2021	MONTHLY	5,699.00	5,981.00	6,278.00	6,595.00	6,921.00		8810
				BIWEEKLY	2,630.31	2,760.46	2,897.54	3,043.85	3,194.31		
				HRLY RATE	32.88	34.51	36.22	38.05	39.93		
POLICE EVIDENCE AND PROPERTY CLERK	E605	SEIU	2/1/2021	MONTHLY	5,699.00	5,981.00	6,278.00	6,595.00	6,921.00		8810
				BIWEEKLY	2,630.31	2,760.46	2,897.54	3,043.85	3,194.31		
				HRLY RATE	32.88	34.51	36.22	38.05	39.93		
POLICE EVIDENCE AND PROPERTY ROOM COORDINATOR	E610	SEIU	2/1/2021	MONTHLY	8,017.00	8,418.00	8,838.00	9,280.00	9,743.00		8810
				BIWEEKLY	3,700.15	3,885.23	4,079.08	4,283.08	4,496.77		
				HRLY RATE	46.25	48.57	50.99	53.54	56.21		
POLICE LIEUTENANT	C315	PSA	9/14/2020	MONTHLY	15,028.00	15,780.00	16,568.00	17,397.00	18,267.00		7720
				BIWEEKLY	6,936.00	7,283.08	7,646.77	8,029.38	8,430.92		
				HRLY RATE	86.70	91.04	95.58	100.37	105.39		
POLICE LIEUTENANT - ADVANCED	C314	PSA	9/14/2020	MONTHLY	15,403.00	16,174.00	16,982.00	17,832.00	18,723.00		7720
				BIWEEKLY	7,109.08	7,464.92	7,837.85	8,230.15	8,641.38		
				HRLY RATE	88.86	93.31	97.97	102.88	108.02		

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POLICE OFFICER	P700	POLICE	9/14/2020	MONTHLY	10,309.00	10,821.00	11,362.00	11,931.00	12,531.00		7720
				BIWEEKLY	4,758.00	4,994.31	5,244.00	5,506.62	5,783.54		
				HRLY RATE	59.48	62.43	65.55	68.83	72.29		
POLICE OFFICER - ADVANCED	P710	POLICE	9/14/2020	MONTHLY	10,566.00	11,091.00	11,646.00	12,230.00	12,844.00		7720
				BIWEEKLY	4,876.62	5,118.92	5,375.08	5,644.62	5,928.00		
				HRLY RATE	60.96	63.99	67.19	70.56	74.10		
POLICE OFFICER TRAINEE	P750	POLICE	9/14/2020	MONTHLY	10,309.00	10,821.00	11,362.00				7720
				BIWEEKLY	4,758.00	4,994.31	5,244.00				
				HRLY RATE	59.48	62.43	65.55				
POLICE SERGEANT	P601	PSA	9/14/2020	MONTHLY	12,522.00	13,150.00	13,807.00	14,497.00	15,222.00		7720
				BIWEEKLY	5,779.38	6,069.23	6,372.46	6,690.92	7,025.54		
				HRLY RATE	72.24	75.87	79.66	83.64	87.82		
POLICE SERGEANT - ADVANCED	P602	PSA	9/14/2020	MONTHLY	12,836.00	13,478.00	14,152.00	14,859.00	15,603.00		7720
				BIWEEKLY	5,924.31	6,220.62	6,531.69	6,858.00	7,201.38		
				HRLY RATE	74.05	77.76	81.65	85.73	90.02		
PRINCIPAL ANALYST - FINANCE	C363	CONFIDENTIAL	10/12/2020	MONTHLY	11,220.00				13,462.00		9410
				BIWEEKLY	5,178.46				6,213.23		
				HRLY RATE	64.73				77.67		
PRINCIPAL ANALYST - WORKERS COMP	C535	CONFIDENTIAL	10/12/2020	MONTHLY	11,220.00				13,462.00		8810
				BIWEEKLY	5,178.46				6,213.23		
				HRLY RATE	64.73				77.67		
PRINCIPAL PLANNER	C325	RCMEA	10/12/2020	MONTHLY	11,975.00				14,371.00		8810
				BIWEEKLY	5,526.92				6,632.77		
				HRLY RATE	69.09				82.91		
PROJECT READ ASSISTANT	E915	SEIU	2/1/2021	MONTHLY	5,556.00	5,836.00	6,128.00	6,437.00	6,755.00		8810
				BIWEEKLY	2,564.31	2,693.54	2,828.31	2,970.92	3,117.69		
				HRLY RATE	32.05	33.67	35.35	37.14	38.97		
PUBLIC WORKS FIELD SUPERVISOR	C837	RCMEA	10/12/2020	MONTHLY	9,320.00				11,323.00		9410
				BIWEEKLY	4,301.54				5,226.00		
				HRLY RATE	53.77				65.33		
PUBLIC WORKS MAINTENANCE WORKER I	M775	SEIU	2/1/2021	MONTHLY	5,708.00	5,993.00	6,294.00	6,608.00	6,940.00		9420
				BIWEEKLY	2,634.46	2,766.00	2,904.92	3,049.85	3,203.08		
				HRLY RATE	32.93	34.58	36.31	38.12	40.04		
PUBLIC WORKS MAINTENANCE WORKER I - WASTEWATER	M776	SEIU	2/1/2021	MONTHLY	5,822.00	6,111.00	6,417.00	6,741.00	7,076.00		9420
				BIWEEKLY	2,687.08	2,820.46	2,961.69	3,111.23	3,265.85		
				HRLY RATE	33.59	35.26	37.02	38.89	40.82		
PUBLIC WORKS MAINTENANCE WORKER II	M735	SEIU	2/1/2021	MONTHLY	6,282.00	6,597.00	6,921.00	7,269.00	7,633.00		9420
				BIWEEKLY	2,899.38	3,044.77	3,194.31	3,354.92	3,522.92		
				HRLY RATE	36.24	38.06	39.93	41.94	44.04		
PUBLIC WORKS MAINTENANCE WORKER II - WASTEWATER	M736	SEIU	2/1/2021	MONTHLY	6,407.00	6,725.00	7,059.00	7,415.00	7,783.00		9420
				BIWEEKLY	2,957.08	3,103.85	3,258.00	3,422.31	3,592.15		
				HRLY RATE	36.96	38.80	40.73	42.78	44.90		
PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR	M700	SEIU	2/1/2021	MONTHLY	6,600.00	6,927.00	7,275.00	7,637.00	8,020.00		9420
				BIWEEKLY	3,046.15	3,197.08	3,357.69	3,524.77	3,701.54		
				HRLY RATE	38.08	39.96	41.97	44.06	46.27		
PUBLIC WORKS SERVICES DIRECTOR	B200	EXEC. SERV.	7/6/2020	MONTHLY	15,005.00				20,257.00		9410
				BIWEEKLY	6,925.38				9,349.38		
				HRLY RATE	86.57				116.87		
PUBLIC WORKS SUPERINTENDENT	C525	RCMEA	10/12/2020	MONTHLY	12,457.00				14,953.00		9420
				BIWEEKLY	5,749.38				6,901.38		
				HRLY RATE	71.87				86.27		
PUBLIC WORKS MAINTENANCE WORKER III / EQUIPMENT OPERATOR - WASTEWATER	M701	SEIU	2/1/2021	MONTHLY	6,732.00	7,065.00	7,420.00	7,788.00	8,177.00		9420
				BIWEEKLY	3,107.08	3,260.77	3,424.62	3,594.46	3,774.00		
				HRLY RATE	38.84	40.76	42.81	44.93	47.18		
REAL PROPERTY MANAGER	C544	RCMEA	10/12/2020	MONTHLY	9,506.00				11,408.00		9410
				BIWEEKLY	4,387.38				5,265.23		
				HRLY RATE	54.84				65.82		
RECORDS SUPERVISOR	C570	RCMEA	10/12/2020	MONTHLY	8,918.00				10,827.00		8810
				BIWEEKLY	4,116.00				4,997.08		
				HRLY RATE	51.45				62.46		
RECREATION AND COMMUNITY SERVICES PROGRAM COORDINATOR	E930	SEIU - TERM	2/1/2021	MONTHLY	6,777.00	7,115.00	7,471.00	7,844.00	8,237.00		9410
				BIWEEKLY	3,127.85	3,283.85	3,448.15	3,620.31	3,801.69		
				HRLY RATE	39.10	41.05	43.10	45.25	47.52		
RECREATION PROGRAM COORDINATOR/SPECIAL EVENTS	E920	SEIU	2/1/2021	MONTHLY	7,098.00	7,455.00	7,829.00	8,220.00	8,628.00		9410
				BIWEEKLY	3,276.00	3,440.77	3,613.38	3,793.85	3,982.15		
				HRLY RATE	40.95	43.01	45.17	47.42	49.78		
RECREATION SPECIALIST I	R765	SEIU	2/1/2021	MONTHLY	2,910.00	3,056.00	3,210.00	3,370.00			9410
				BIWEEKLY	1,343.08	1,410.46	1,481.54	1,555.38			
				HRLY RATE	16.79	17.63	18.52	19.44			
RECREATION SPECIALIST II	R766	SEIU	2/1/2021	MONTHLY	3,474.00	3,648.00	3,831.00				9410
				BIWEEKLY	1,603.38	1,683.69	1,768.15				
				HRLY RATE	20.04	21.05	22.10				
RECREATION SPECIALIST III	R767	SEIU	2/1/2021	MONTHLY	3,942.00	4,138.00	4,345.00				9410
				BIWEEKLY	1,819.38	1,909.85	2,005.38				
				HRLY RATE	22.74	23.87	25.07				
RECREATION SUPERVISOR	C500	RCMEA	10/12/2020	MONTHLY	9,003.00				10,801.00		9410
				BIWEEKLY	4,155.23				4,985.08		
				HRLY RATE	51.94				62.31		
REVENUE SERVICES MANAGER	C480	RCMEA	10/12/2020	MONTHLY	12,177.00				14,607.00		9410
				BIWEEKLY	5,620.15				6,741.69		
				HRLY RATE	70.25				84.27		
SECRETARY	E600	SEIU	2/1/2021	MONTHLY	6,137.00	6,446.00	6,761.00	7,099.00	7,458.00		8810
				BIWEEKLY	2,832.46	2,975.08	3,120.46	3,276.46	3,442.15		
				HRLY RATE	35.41	37.19	39.01	40.96	43.03		
SENIOR ACCOUNTANT	C445	RCMEA	10/12/2020	MONTHLY	10,172.00				12,203.00		9410
				BIWEEKLY	4,694.77				5,632.15		
				HRLY RATE	58.68				70.40		
SENIOR ASSISTANT CITY ATTORNEY	C414	EXEC. SERV.	7/6/2020	MONTHLY	14,041.00				18,955.00		9410
				BIWEEKLY	6,480.46				8,748.46		
				HRLY RATE	81.01				109.36		
SENIOR BUILDING INSPECTOR	K700	RCMEA	10/12/2020	MONTHLY	10,195.00				12,396.00		9410
				BIWEEKLY	4,705.38				5,721.23		
				HRLY RATE	58.82				71.52		
SENIOR BUILDING MAINTENANCE WORKER	N630	SEIU	2/1/2021	MONTHLY	7,331.00	7,704.00	8,089.00	8,492.00	8,914.00		9420
				BIWEEKLY	3,383.54	3,555.69	3,733.38	3,919.38	4,114.15		
				HRLY RATE	42.29	44.45	46.67	48.99	51.43		
SENIOR CIVIL ENGINEER	C310	RCMEA	10/12/2020	MONTHLY	12,693.00				15,231.00		9410
				BIWEEKLY	5,858.31				7,029.69		
				HRLY RATE	73.23				87.87		
SENIOR CONSTRUCTION TECHNICIAN	N815	SEIU	2/1/2021	MONTHLY	9,229.00	9,692.00	10,176.00	10,684.00	11,220.00		8810
				BIWEEKLY	4,259.54	4,473.23	4,696.62	4,931.08	5,178.46		
				HRLY RATE	53.24	55.92	58.71	61.64	64.73		
SENIOR CRAFTS SPECIALIST	R675	SEIU	2/1/2021	MONTHLY	6,669.00	7,003.00	7,355.00	7,720.00	8,105.00		9420

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				BIWEEKLY	3,078.00	3,232.15	3,394.62	3,563.08	3,740.77		
				HRLY RATE	38.48	40.40	42.43	44.54	46.76		
SENIOR ENDPOINT AND INFRASTRUCTURE INFORMATION TECHNOLOGY ANALYST	C642	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR ENGINEERING TECHNICIAN	G680	SEIU	2/1/2021	MONTHLY	8,239.00	8,649.00	9,084.00	9,536.00	10,014.00		9410
				BIWEEKLY	3,802.62	3,991.85	4,192.62	4,401.23	4,621.85		
				HRLY RATE	47.53	49.90	52.41	55.02	57.77		
SENIOR HUMAN RESOURCES ANALYST	C512	CONFIDENTIAL	10/12/2020	MONTHLY	10,201.00				12,237.00		9410
				BIWEEKLY	4,708.15				5,647.85		
				HRLY RATE	58.85				70.60		
SENIOR INFORMATION TECHNOLOGY ANALYST	C640	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR LIBRARY ASSISTANT	L745	SEIU	2/1/2021	MONTHLY	5,876.00	6,172.00	6,476.00	6,799.00	7,142.00		8810
				BIWEEKLY	2,712.00	2,848.62	2,988.92	3,138.00	3,296.31		
				HRLY RATE	35.68	37.48	39.33	41.29	43.37		
SENIOR LIBRARY PAGE	E910	SEIU	2/1/2021	MONTHLY	2,842.00	2,978.00	3,133.00	3,290.00	3,455.00		8810
				BIWEEKLY	1,311.69	1,374.46	1,446.00	1,518.46	1,594.62		
				HRLY RATE	16.40	17.18	18.08	18.98	19.93		
SENIOR PLANNER	C320	RCMEA	10/12/2020	MONTHLY	10,887.00				13,066.00		9410
				BIWEEKLY	5,024.77				6,030.46		
				HRLY RATE	62.81				75.38		
SENIOR SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST	C641	RCMEA	10/12/2020	MONTHLY	10,865.00				13,037.00		8810
				BIWEEKLY	5,014.62				6,017.08		
				HRLY RATE	62.68				75.21		
SENIOR TRANSPORTATION COORDINATOR	C333	RCMEA	10/12/2020	MONTHLY	12,693.00				15,231.00		9410
				BIWEEKLY	5,858.31				7,029.69		
				HRLY RATE	73.23				87.87		
SENIOR TRANSPORTATION PLANNER	H650	SEIU	2/1/2021	MONTHLY	10,271.00	10,786.00	11,324.00	11,891.00	12,484.00		9410
				BIWEEKLY	4,740.46	4,978.15	5,226.46	5,488.15	5,761.85		
				HRLY RATE	59.26	62.23	65.33	68.60	72.02		
SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST I	C681	RCMEA	10/12/2020	MONTHLY	8,974.00				10,772.00		8810
				BIWEEKLY	4,141.85				4,971.69		
				HRLY RATE	51.77				62.15		
SOFTWARE DEVELOPMENT AND APPLICATION SUPPORT ANALYST II	C691	RCMEA	10/12/2020	MONTHLY	9,877.00				11,853.00		8810
				BIWEEKLY	4,558.62				5,470.62		
				HRLY RATE	56.98				68.38		
SPECIALIST LIBRARIAN	L590	SEIU	2/1/2021	MONTHLY	7,451.00	7,819.00	8,215.00	8,627.00	9,056.00		8810
				BIWEEKLY	3,438.92	3,608.77	3,791.54	3,981.69	4,179.69		
				HRLY RATE	45.25	47.48	49.89	52.39	55.00		
SUPERVISING INFORMATION TECHNOLOGY ANALYST	C645	RCMEA	10/12/2020	MONTHLY	12,690.00				15,226.00		9410
				BIWEEKLY	5,856.92				7,027.38		
				HRLY RATE	73.21				87.84		
SUPERVISING CIVIL ENGINEER	C220	RCMEA	10/12/2020	MONTHLY	13,965.00				16,754.00		9410
				BIWEEKLY	6,445.38				7,732.62		
				HRLY RATE	80.57				96.66		
TREE MAINTENANCE WORKER I	R710	SEIU	2/1/2021	MONTHLY	5,771.00	6,061.00	6,356.00	6,678.00	7,013.00		9420
				BIWEEKLY	2,663.54	2,797.38	2,933.54	3,082.15	3,236.77		
				HRLY RATE	33.29	34.97	36.67	38.53	40.46		
TREE MAINTENANCE WORKER II	R730	SEIU	2/1/2021	MONTHLY	6,350.00	6,669.00	6,998.00	7,354.00	7,720.00		9420
				BIWEEKLY	2,930.77	3,078.00	3,229.85	3,394.15	3,563.08		
				HRLY RATE	36.63	38.48	40.37	42.43	44.54		
TREE MAINTENANCE LEADER	R690	SEIU	2/1/2021	MONTHLY	6,980.00	7,329.00	7,699.00	8,080.00	8,486.00		9420
				BIWEEKLY	3,221.54	3,382.62	3,553.38	3,729.23	3,916.62		
				HRLY RATE	40.27	42.28	44.42	46.62	48.96		
UTILITIES FIELD SUPERVISOR	C520	RCMEA	10/12/2020	MONTHLY	10,375.00				12,448.00		9410
				BIWEEKLY	4,788.46				5,745.23		
				HRLY RATE	59.86				71.82		
UTILITIES SPECIALIST	M690	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
UTILITIES SPECIALIST - WASTEWATER	M691	SEIU	2/1/2021	MONTHLY	8,159.00	8,568.00	8,994.00	9,446.00	9,914.00		9420
				BIWEEKLY	3,765.69	3,954.46	4,151.08	4,359.69	4,575.69		
				HRLY RATE	47.07	49.43	51.89	54.50	57.20		
UTILITIES WORKER	M680	SEIU	2/1/2021	MONTHLY	7,271.00	7,635.00	8,016.00	8,416.00	8,840.00		9420
				BIWEEKLY	3,355.85	3,523.85	3,699.69	3,884.31	4,080.00		
				HRLY RATE	41.95	44.05	46.25	48.55	51.00		
UTILITIES WORKER - WASTEWATER	M681	SEIU	2/1/2021	MONTHLY	7,417.00	7,784.00	8,174.00	8,582.00	9,016.00		9420
				BIWEEKLY	3,423.23	3,592.62	3,772.62	3,960.92	4,161.23		
				HRLY RATE	42.79	44.91	47.16	49.51	52.02		
UTILITY LOCATOR	M650	SEIU	2/1/2021	MONTHLY	6,931.00	7,275.00	7,638.00	8,021.00	8,419.00		9420
				BIWEEKLY	3,198.92	3,357.69	3,525.23	3,702.00	3,885.69		
				HRLY RATE	39.99	41.97	44.07	46.28	48.57		
WATER QUALITY SPECIALIST	M810	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
WATER RESOURCES SPECIALIST	M820	SEIU	2/1/2021	MONTHLY	7,998.00	8,401.00	8,819.00	9,264.00	9,725.00		9420
				BIWEEKLY	3,691.38	3,877.38	4,070.31	4,275.69	4,488.46		
				HRLY RATE	46.14	48.47	50.88	53.45	56.11		
WATER RESOURCES TECHNICIAN	M830	SEIU	2/1/2021	MONTHLY	6,407.00	6,730.00	7,059.00	7,415.00	7,786.00		9420
				BIWEEKLY	2,957.08	3,106.15	3,258.00	3,422.31	3,593.54		
				HRLY RATE	36.96	38.83	40.73	42.78	44.92		

NOTES: HOURLY RATE
38 HOURS FOR LIBRARY PERSONNEL
56 HOURS FOR FIRE SHIFT PERSONNEL
40 HOURS FOR ALL OTHER PERSONNEL

MANAGERIAL / PROFESSIONAL LEVEL I	X111	NOT REPRESENTED	7/1/2017	MONTHLY	4,333.00				6,933.00		9410
				BIWEEKLY	1,999.85				3,199.85		
				HRLY RATE	25.00				40.00		
MANAGERIAL / PROFESSIONAL LEVEL II	X110	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
				BIWEEKLY	2,800.15				4,399.85		
				HRLY RATE	35.00				55.00		
OFFICE CLERICAL	X150	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				5,027.00		8810
				BIWEEKLY	1,249.85				2,320.15		
				HRLY RATE	15.62				29.00		

EXHIBIT B
CITY OF REDWOOD CITY
PROPOSED SALARY RANGES
LAST UPDATED 11/22/2021

CLASSIFICATION TITLE	CLASS CODE	BARGAINING UNIT	SALARY EFFECTIVE DATE	SALARY	STEP 1 / BOTTOM OF RANGE	STEP 2	STEP 3	STEP 4	STEP 5 / BOTTOM OF RANGE	STEP 6	COMP
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL I	X105	NOT REPRESENTED	7/1/2017	MONTHLY	6,933.00				10,400.00		9410
				BIWEEKLY	3,199.85				4,800.00		
				HRLY RATE	40.00				60.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL II	X104	NOT REPRESENTED	7/1/2017	MONTHLY	9,533.00				13,867.00		9410
				BIWEEKLY	4,400.00				6,400.15		
				HRLY RATE	55.00				80.00		
OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL III	X103	NOT REPRESENTED	7/1/2017	MONTHLY	13,867.00				29,466.00		9410
				BIWEEKLY	6,400.15				13,599.69		
				HRLY RATE	80.00				170.00		
PARAPROFESSIONAL	X140	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				6,413.00		9410
				BIWEEKLY	1,249.85				2,959.85		
				HRLY RATE	15.62				37.00		
PROTECTIVE SERVICE	X130	NOT REPRESENTED	7/1/2017	MONTHLY	3,120.00				11,267.00		7706
				BIWEEKLY	1,440.00				5,200.15		
				HRLY RATE	18.00				65.00		
SERVICE MAINTENANCE	X170	NOT REPRESENTED	1/1/2021	MONTHLY	2,708.00				5,027.00		9420
				BIWEEKLY	1,249.85				2,320.15		
				HRLY RATE	15.62				29.00		
SKILLED CRAFT	X160	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,933.00		9420
				BIWEEKLY	1,600.15				3,199.85		
				HRLY RATE	20.00				40.00		
TECHNICAL LEVEL I	X121	NOT REPRESENTED	7/1/2017	MONTHLY	3,467.00				6,067.00		9410
				BIWEEKLY	1,600.15				2,800.15		
				HRLY RATE	20.00				35.00		
TECHNICAL LEVEL II	X120	NOT REPRESENTED	7/1/2017	MONTHLY	6,067.00				9,533.00		9410
				BIWEEKLY	2,800.15				4,399.85		
				HRLY RATE	35.00				55.00		

Draft 2022 City Council Meeting Calendar

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 1 - New Year's Day
January 17 - Martin Luther King Jr. Day

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

February 5 - Council offsite meeting
February 21 - Presidents' Day

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March 14 - State of the City

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 30 - Memorial Day

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 4 - Independence Day

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 27 - Council offsite meeting

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September 5 - Labor Day

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November 11 - Veterans Day
November 24 - Thanksgiving

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December 25 - Christmas
December 31 - New Year's Eve

Regular City Council Meeting

Special City Council Meeting

*Federal & State holidays denoted in **red***



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

November 22, 2021
6:00PM

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE – Council Member Aguirre



4. PRESENTATIONS / ACKNOWLEDGEMENTS

4A. Proclamation recognizing the Redwood City Library Foundation for the Library Makerspace

5. PUBLIC COMMENT

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6. CONSENT CALENDAR

6.A. Final acceptance of US-101 Pedestrian Undercrossing Project

Recommendation:

By motion, accept the US-101 Pedestrian Undercrossing Project.

CONSENT CALENDAR- Continued

6.B. Adopt a resolution revising the date by which the Advisory Redistricting Committee (ARC) must present their recommendation to the City Council on the adoption of a new City Council district election map, and approve the amended Advisory Redistricting Committee (ARC) activities plan to align with the revised deadline

Recommendation:

1. Adopt a resolution revising the date by which the Advisory Redistricting Committee (ARC) must present their recommendation to the City Council on the adoption of a new City Council district elections map; and
2. By motion, approve the amended Advisory Redistricting Committee (ARC) activities plan to align with the revised deadline.

CONSENT CALENDAR- Continued

6.C. 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 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

CONSENT CALENDAR- Continued

6.D. Extension of temporary street closures through July 5, 2022 to continue to allow the Temporary Outdoor Business Activity Program during the COVID-19 emergency

Recommendation:

Adopt a resolution authorizing the extension of the temporary closure of City streets to allow for the Temporary Outdoor Business Activity Program during the COVID-19 emergency, seven days a week, until July 5, 2022.

CONSENT CALENDAR- Continued

6.E. Agreement with Steve Blanc Investigations for background investigation services

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement between the City of Redwood City and Steve Blanc Investigations in an amount not-to-exceed $90,000.

CONSENT CALENDAR- Continued

6.F. Agreement with Cortina Productions for media production services for the specialized interactive exhibits at the new Veterans Memorial Building/Senior Center

Recommendation:

By motion, 1) determine that due to the nature of the services, competitive bidding does not serve the public interest for the Agreement for Services with Cortina Productions, and suspend the competitive bidding requirements for the Agreement for Services; and 2) approve and authorize the City Manager to execute an Agreement for Services with Cortina Productions for media production services for the specialized interactive exhibits at the new Veterans Memorial Building/Senior Center for a flat-rate amount of $765,254 (requires 5/7 vote for passage).

CONSENT CALENDAR- Continued

6.G. Local Initiatives Support Corporation (LISC) Grant to provide outreach and application assistance for the State Emergency Rental Assistance Program, also known as CA COVID-19 Rent Relief for eligible tenants and landlords

Recommendation:

By motion, approve and authorize City Manager to sign the Local Initiatives Support Corporation Grant Agreement between Local Initiatives Support Corporation (LISC) and the City of Redwood City in the amount of $102,000 to be used to support the Department of Treasury Emergency Rental Assistance Program being administered the State of California as the State Emergency Rental Assistance Program (ERAP) or CA COVID-19 Rent Relief.

CONSENT CALENDAR- Continued

6.H. Memorandum of Understanding between the City of Redwood City and County of San Mateo for the establishment of an Edible Food Recovery Program

Recommendation:

By motion, approve the Memorandum of Understanding between the City of Redwood City and County of San Mateo for the establishment of an Edible Food Recovery Program consistent with California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, and authorize the City Manager to execute said Memorandum of Understanding and make any minor, clarifying and conforming changes as approved by the City Attorney.

CONSENT CALENDAR- Continued

6.I. Master Purchase Agreement for the provision and delivery of unleaded gasoline and renewable diesel fuel

Recommendation:

By motion, approve and authorize the City Manager to execute a one-year Master Purchase Agreement with Bosco Oil, Inc. DBA Valley Oil Company (Valley Oil Company) for the provision of gasoline and renewable diesel fuel in an amount not to exceed $750,000, including City Manager authority to extend the agreement for three additional consecutive one-year terms for a total not to exceed contract price of $3,000,000.

CONSENT CALENDAR- Continued

6.J. Rejection of general liability claims by Mr. Antonio Buckley

Recommendation:

By motion, approve rejection of subject claims.

CONSENT CALENDAR- Continued

6.K. Waive second reading and adopt Mandatory Organic Waste Disposal Reduction Ordinance to fulfill requirements of SB 1383

Recommendation:

Waive second reading and adopt an ordinance adding Chapter 47 (Mandatory Organic Waste Disposal Reduction Ordinance) to Municipal Code to fulfill requirements of SB 1383

CONSENT CALENDAR- Continued

6.L. Approve Minutes of November 8, 2021 City Council meetings

6.M. Approve claims and checks from November 22, 2021 - December 6, 2021 and the usual and necessary payments through December 6, 2021

7. STUDY SESSIONS

7.A. Study Session on site strategies for the Housing Element

Recommendation:

Hold Study Session, receive public input and individual City Councilmember input on Housing Element strategies. No formal action will be taken.

7A. PUBLIC COMMENT

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8. PUBLIC HEARINGS

8.A. Tax Equity and Fiscal Responsibility Act (TEFRA) hearing regarding issuance of Multifamily Housing Revenue Bonds by the California Municipal Finance Authority (CMFA) for the benefit of GS HIP 1304 ECR, LP and resolution approving the issuance of bonds to provide financing for the 39-unit affordable multifamily rental housing project generally known as 1304 El Camino Real Apartments

Recommendation:

1. Conduct a TEFRA hearing in consideration of the issuance of Multifamily Housing Revenue Bonds by the CMFA for the benefit of GS HIP 1304 ECR, LP, to provide financing for the acquisition, construction, improvement, and equipping of a 39-unit affordable multifamily rental housing project, generally known as 1304 El Camino Real Apartments; and
2. Adopt a resolution approving the issuance of the California Municipal Finance Authority MultiFamily Housing Revenue Bonds in an aggregate principal amount not to exceed $10,000,000, for the purpose of financing or refinancing the acquisition, construction, improvement, and equipping of 1304 El Camino Real Apartments and certain other matters related thereto.

9A. PUBLIC COMMENT

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9. STAFF REPORTS

9.A. Waive first reading and introduce an ordinance prohibiting the sale or distribution of flavored tobacco products, the sale or distribution of electronic cigarettes and smoking devices, and prohibiting the sale of all tobacco products by pharmacies

Recommendation:

Waive the first reading and introduce Ordinance of the City of Redwood City Adding Article VI to Chapter 15 (Smoking Regulations) of the City Code of the City of Redwood City Prohibiting the Sale of Flavored Tobacco and Electronic Cigarettes and the Sale of Tobacco Product in Pharmacies, and Amending Article III (Tobacco Retail Permit) of Chapter 15 (Smoking Regulations) to Clarify that Pharmacies cannot Obtain Tobacco Retailer's Licenses.

9A. PUBLIC COMMENT

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9. STAFF REPORTS- Continued

9.B. Compensation adjustments for the City Manager and City Attorney covering the years 2019, 2020 and 2021, and amendments to the City's Classification and Wage and Salary Plan to update the salary ranges to incorporate the compensation adjustments for the City Manager and City Attorney

Recommendation:

1. Adopt a resolution approving and authorizing the Mayor to execute the fifth amendment to the employment agreement for the City Manager to provide for an adjustment to compensation, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Manager; and
2. Adopt a resolution approving and authorizing the Mayor to execute the fourth amendment to the employment agreement for the City Attorney to provide for an adjustment to compensation, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Attorney.

9B. PUBLIC COMMENT

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10. MATTERS OF COUNCIL INTEREST

10.A. 2022 City Council meeting calendar

Recommendation:

By motion, accept the 2022 City Council meeting calendar.

10. MATTERS OF COUNCIL INTEREST

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

A. Bay Area 2050 (Vice Mayor Hale)

10. MATTERS OF COUNCIL INTEREST

10.C City Council Committee Reports

10.D. City Manager (Oral) Update

11. ADJOURNMENT



Shirley Gibson

11. Adjournment

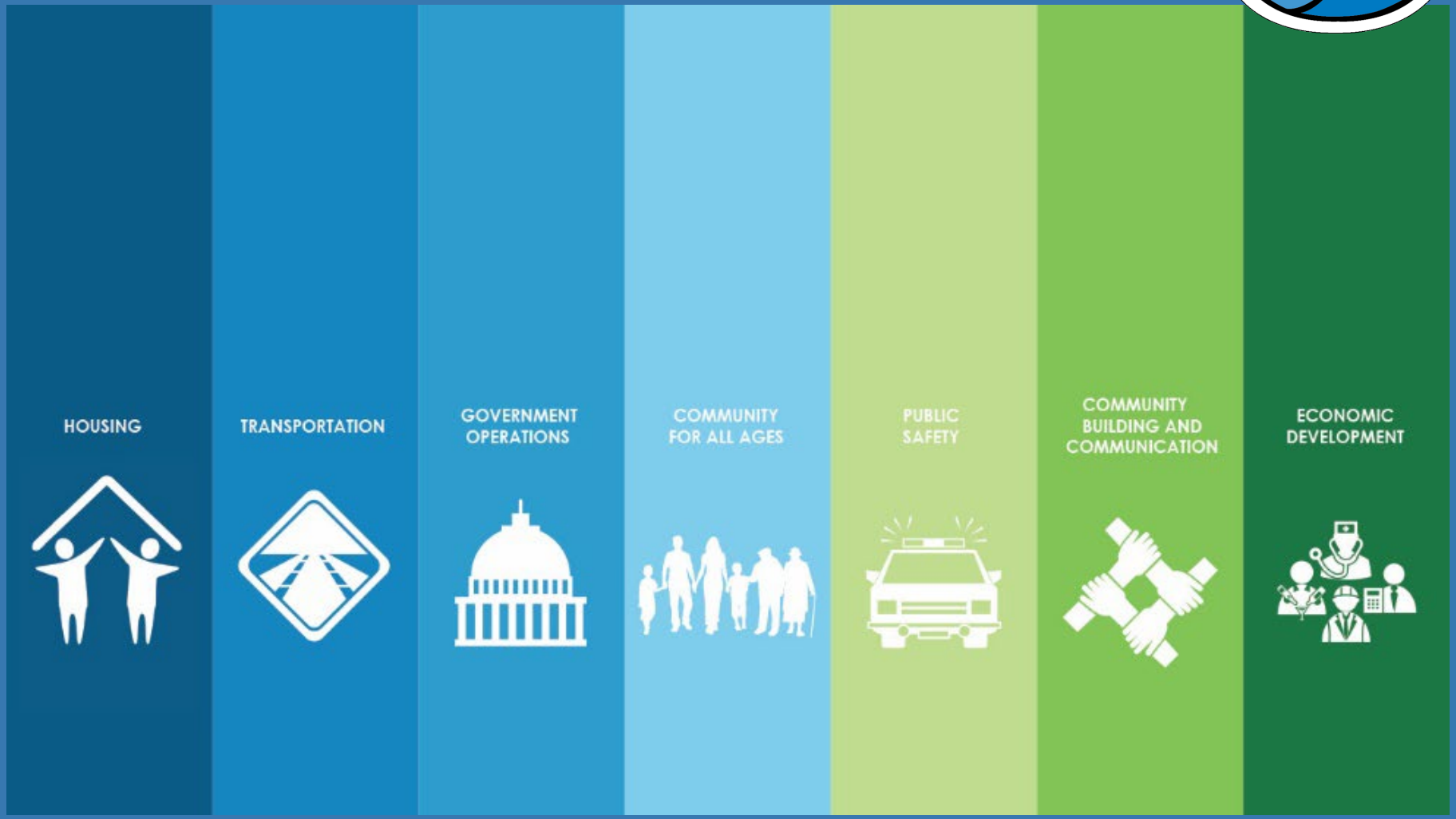
The next City Council meeting will be on December 6, 2021.

FUTURE COUNCIL MEETING DATES

- ✓ December 6, 2021 – Regular Meeting
- ✓ December 20, 2021 – Regular Meeting

CITY OF REDWOOD CITY STRATEGIC INITIATIVES

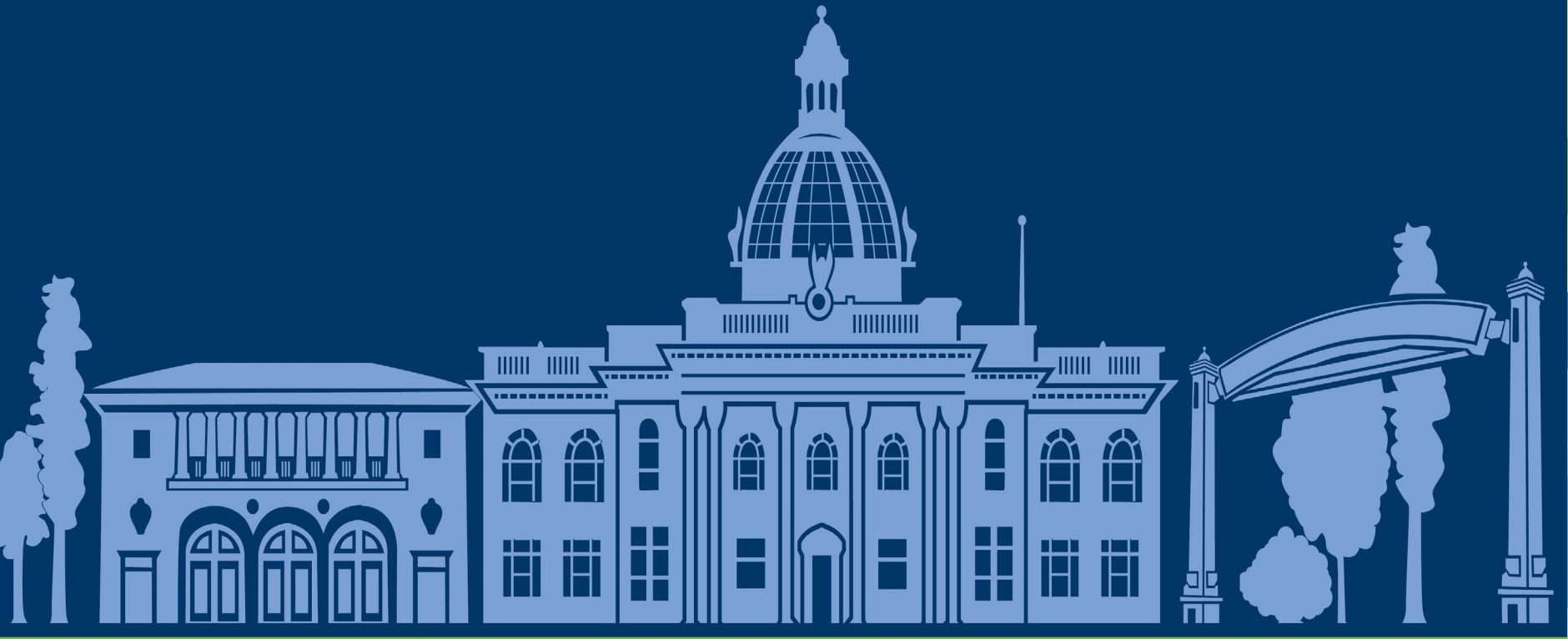
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Redwood City | California Founded 1867

Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



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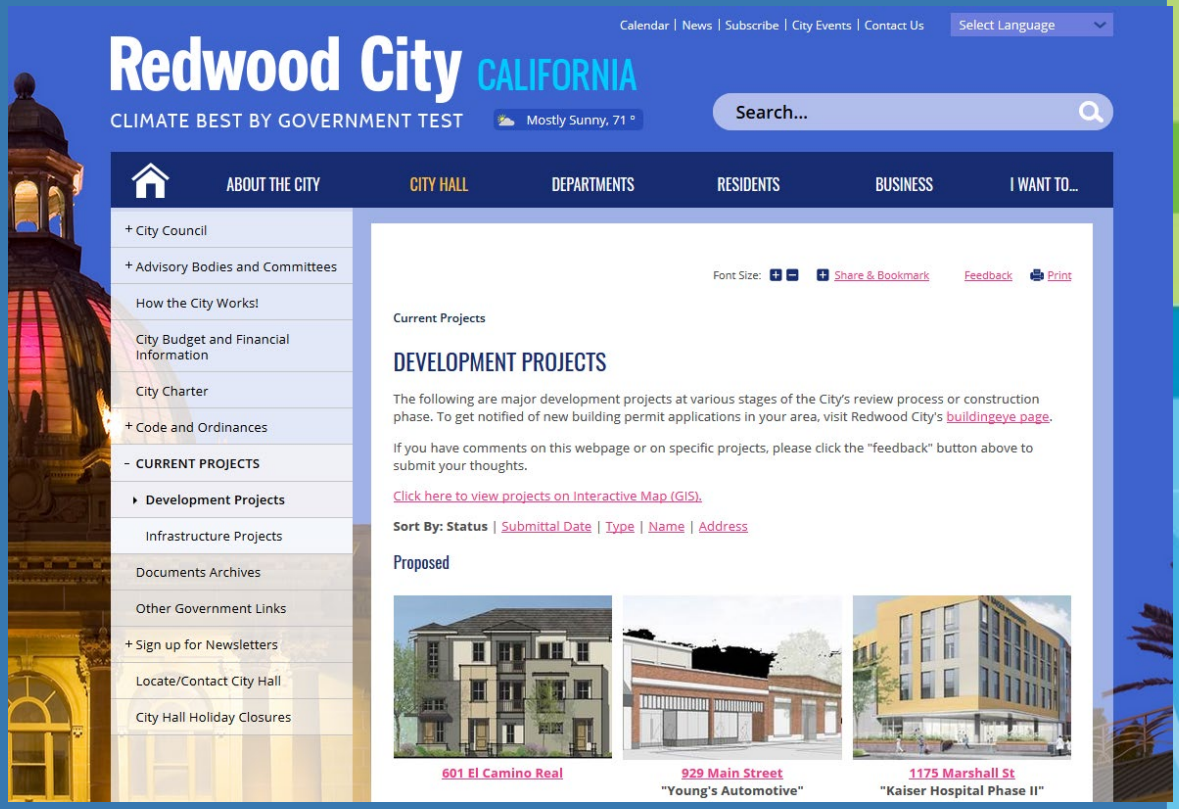
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City Hall, 1017 Middlefield Road | Redwood City, CA 94063 | 650-780-7000

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Redwood City | California Founded 1867

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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.
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CITY OF REDWOOD CITY
HOME IMPROVEMENT LOAN PROGRAM



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Do you need help with a challenging rental housing issue? Are you looking for affordable housing?

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¿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

From: Michael Szeto
To: GRP-City Council
Subject: Support for Expansion of Outdoor Dining
Date: Tuesday, November 16, 2021 10:56:34 AM

Dear Mayor, Vice Mayor, and Members of the City Council:

I write to express my support for the outdoor dining that has been with our city. It is a tremendous program for residents like me and I hope the Council continues it (or even better makes it permanent). I also hope that the Council considers expanding the vehicular traffic closures (all along Broadway). Doing this would improve the safety of pedestrians and incentivize more walking.

Outdoor dining and closing streets to vehicles has been one of the few highlights of the pandemic. I hope Redwood City continues and expands it. Our community, businesses, and residents need it.

Sincerely,
Michael Szeto
Redwood City 94063

From:	Barbara Kelsey
To:	GRP-City Council; GRP-Planning Commissioners; CD-Sue Exline; GRP-City Clerk
Cc:	James Eggers; Gladwyn d"Souza; Gita Dev; dcarch
Subject:	Sierra Club comment letter re: Redwood City General Plan Revisions - Housing Element
Date:	Friday, November 19, 2021 9:37:12 PM
Attachments:	Sierra Club Ltr Hsg Elements 11.19.21 Redwood City.pdf

November 19, 2021

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

Mayor and City Council of Redwood City
Planning Commission of Redwood City
Community Development Assistant Director
Cc: clerk2@redwoodcity.org
(***Please forward the attached Sierra Club letter to the*** **Housing Element Project Manager*)***

Subject: General Plan Revisions - Housing Element

The Sustainable Land Use Committee (SLU) of the Sierra Club Loma Prieta Chapter advocates on land use issues in San Mateo and Santa Clara Counties.

Currently, all cities in California are required to update their current Housing Element to meet the new 2023 - 2031 RHNA requirements. This is an impactful process, and we offer the attached comments and observations for your consideration.

We recognize that this Housing Element is particularly challenging and are very appreciative of the effort that the city is putting into it. Therefore, we offer this only in the hope that this information may serve to be useful in your process.

Respectfully Yours,

Gita Dev, FAIA, Co-Chair
Sustainable Land Use Committee
Sierra Club Loma Prieta Chapter

Cc: Chair and Members of the Redwood City Planning Commission
Mayor and Members of the City Council of Redwood City
James Eggers, Executive Director, Sierra Club Loma Prieta Chapter
Gladwyn d'Souza, Conservation Chair, Sierra Club Loma Prieta Chapter

sent by:

Barbara Kelsey

she/her/hers

Chapter Coordinator

Sierra Club, Loma Prieta Chapter

3921 E. Bayshore Rd, Suite 204

Palo Alto, CA 94303

[redacted]

We do not have a Chapter office opening date yet, so email is the best way to contact us.

SIERRA CLUB
LOMA PRIETA

SAN MATEO, SANTA CLARA & SAN BENITO COUNTIES

November 19, 2021

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

Mayor and City Council of Redwood City
Via: council@redwoodcity.org
Planning Commission
Via: pc@redwoodcity.org
Community Development Assistant Director
Via: sueexline@redwoodcity.org
Cc: clerk2@redwoodcity.org
(*Please forward the attached Sierra Club letter to the* Housing Element Project Manager*)*

Subject: General Plan Revisions - Housing Element

The Sustainable Land Use Committee (SLU) of the Sierra Club Loma Prieta Chapter advocates on land use issues in San Mateo and Santa Clara Counties.

Currently, all cities in California are required to update their current Housing Element to meet the new 2023 - 2031 RHNA requirements. This is an impactful process, and we offer the following comments and observations for your consideration.

1. **Cities are contributing to an imbalance between jobs and housing that is unsustainable.**

   We recognize the new RHNA goals are much higher than the previous RHNA goals and most cities are struggling to see how to meet these higher goals; however, as this process is unfolding, many cities are also simultaneously approving large office and R&D developments within their jurisdiction which will bring thousands of new jobs into the community without considering the impact of those jobs on the new RHNA goals and the city's existing jobs/housing balance**.**

2. **Jobs/Housing Fit: Cities are not providing for a sustainable "jobs/housing fit" within their city.**

   An unsustainable jobs/housing fit means that the majority of homes within the city are not affordable to the majority of employees who work in the city, and conversely, the jobs in the city do not pay enough to cover the cost of housing in the city. This causes difficulty in hiring and retaining employees, higher worker costs, more traffic congestion, more air pollution, less time with family, and less time participating in community recreational activities and events.

3. **Many cities are not coordinating plans for new commercial development with their Housing Element.**

Cities are not coordinating the expected number of new jobs with the expected number of new housing units that will be needed to house those new employees and the impact those new jobs will have on city-wide housing prices, housing availability, and income inequality.

4. **RHNA numbers are not reflecting the anticipated housing need in relation to the real numbers of jobs that each city is approving.**

Despite large increases in the RHNA goals, the disconnect is so vast that, even if the city were to fully meet it's 2023-31 RHNA goals, it could still be far short of a sustainable jobs/housing balance.

5. **Probability of development: "p(dev)"**

While "Probability of Development" for each lot is a required part of a Housing Element, many cities are not considering and documenting the probability ["p(dev)"] that those lots can in-fact be developed.

6. **Commercial development proposals should be required to specify anticipated number of jobs created.**

If commercial developers do not include an estimate of number of jobs expected in their proposed development, the city staff should

a) Use a rule of thumb[1] to estimate the number of jobs and the potential impact on the city's overall jobs / housing ratio.
b) Add this to a running total of the cumulative number of jobs and housing in the city, using a consistently updated excel sheet or equivalent data record in order to track the balance.
c) Evaluate what impact those jobs will have on the projections in the Housing Element.

7. **Sea level rise and wildfires should be a consideration in the Housing Element.**

Sea Level Rise and wildfires have increasingly serious financial consequences for taxpayers. The new Housing Element should either not allow or discourage permanent housing in areas highly vulnerable to flooding, potential inundation from ground water rise, and wildfires.

Below we note some ways to maintain a jobs / housing balance.

a) Require developers of large commercial projects to actually provide the number of housing units needed either on-site or off-site to balance the jobs generated by their development.
b) This can be in partnership with a for-profit or non-profit housing developer or be built by the commercial developer itself.
c) Increase current commercial impact fees as they are not sufficient to meet this need**.**
d) Require the needed housing to be built simultaneous with building the commercial development.
e) Change some commercial zoning to residential zoning or mixed-use/housing.

Summary

- **The 2023-31 RHNA goals do not reflect the real anticipated housing needs in many cities based on the real numbers of commercial development and jobs that each city has in its pipeline and is expected to approve during the new RHNA time frame.**
- **The goal of the Housing Element needs to be aligned with the actual number of jobs in the development pipeline, not just the RHNA numbers.**
- **The Housing Element should, in addition, include a "jobs/housing fit" goal, not just numerical jobs:housing balance.**
- **If cities approve zoning changes that are not likely to produce any real new development, those revisions should not count toward the new RHNA goals.**

We recognize that this Housing Element is particularly challenging and are very appreciative of the effort that the city is putting into it. Therefore, we offer this only in the hope that this information may serve to be useful in your process.

Respectfully Yours,



Gita Dev, FAIA, Co-Chair
Sustainable Land Use Committee
Sierra Club Loma Prieta Chapter

Cc: Chair and Members of the Redwood City Planning Commission
Mayor and Members of the City Council of Redwood City
James Eggers, Executive Director, Sierra Club Loma Prieta Chapter
Gladwyn d'Souza, Conservation Chair, Sierra Club Loma Prieta Chapter

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[1] **Rule of Thumb:** Per our research, a good rule of thumb is a new office building will generate about one job per every 150 square feet of floor space and a new R&D or Biotech campus will generate about one job per 300 to 400 square feet of floor space. These jobs will in turn require a jobs/housing ratio of 1.5 jobs per housing unit or less to maintain a sustainable jobs / housing balance. Note: Calculating the jobs/housing ratio based only on office and R&D square footage covers the housing needed for those new jobs, but does not factor in the multiplier effect where each new office and R&D worker, creates more jobs for the lower income service workers who support that new employee (e.g., grocery clerk, Amazon driver, restaurant worker, etc.). A method of calculating this multiplier effect should also be built into the Housing Element as each office project approved simultaneously creates demand for additional low income and affordable level housing.

MGR-Crystel Tuifua

Subject: FW: Support Staff Report C
Attachments: Redwood city TFK letter of support_flavored tobacco 11.22.21 (003).pdf

From: Lindsey Freitas <[redacted]>
Sent: Monday, November 22, 2021 9:52 AM
To: GRP-City Council <council@redwoodcity.org>
Subject: Support Staff Report C
Please find attached, a letter of support for Staff Report C – Introduce an ordinance prohibiting the sale of flavored tobacco and electronic cigarettes in Redwood City.

Thank you
Lindsey

Lindsey Freitas, MPA
Regional Advocacy Director
Campaign for Tobacco-Free Kids // Tobacco-Free Kids Action Fund
Phone: [redacted] | Email: [redacted]
www.tobaccofreekids.org/



The Honorable Diane Howard, Mayor
Redwood City Council
c/o City Clerk
1017 Middlefield Road
Redwood City, CA 94063

November 22, 2021

Re: Flavored Tobacco Products

Dear Mayor Howard and Members of the Redwood City Council:

The Campaign for Tobacco-Free Kids & the Tobacco-Free Kids Action Fund are pleased to submit this letter in support of your efforts in Redwood City to reduce tobacco use, particularly among youth. The Campaign for Tobacco-Free Kids is the nation's largest non-profit, non-governmental advocacy organization solely devoted to reducing tobacco use and its deadly toll by advocating for public policies that prevent kids from using tobacco, and help smokers quit. **We commend Redwood City for being a national leader in its commitment to reducing the death and disease from tobacco use.** It is encouraging to see cities and counties in California continue to take thoughtful, evidenced-based steps to reduce the number of kids who start using tobacco and help tobacco users quit.

While California has made great strides in reducing tobacco use, tobacco use remains the number one preventable cause of premature death and disease in Redwood City and the nation, killing 480,000 Americans annually. **As you discuss policy options, we stand with dozens of other national health organizations to urge you to end the sale of all flavored tobacco products including *candy-flavored e-cigarettes, sweet-flavored cigarillos, and menthol cigarettes.***

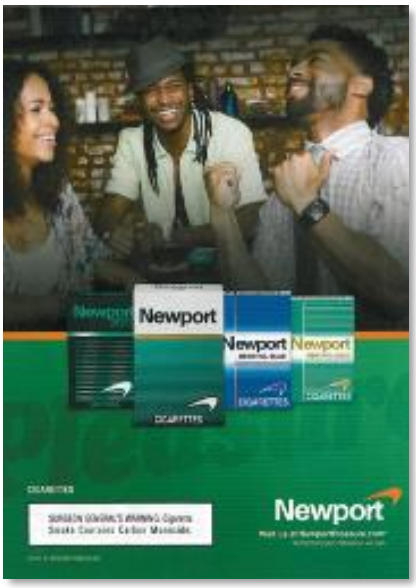
Prohibiting the sale of all flavored tobacco products in all tobacco retailers is a critical step that will help protect children living in Redwood City from the unrelenting efforts by the tobacco industry to hook them to a deadly addiction. Flavored tobacco products are designed to alter the taste and reduce the harshness of tobacco products so they are more appealing and easy for beginners, who are almost always kids. These products are pervasive and are marketed and sold in a variety of kid-friendly

flavors. With their colorful packaging and sweet flavors, flavored tobacco products are often hard to distinguish from the candy displays near which they are frequently placed in retail outlets. **In California, nine out of ten high school tobacco users report using flavored products.**[1]

Menthol Cigarettes Increase Smoking Among Youth

No other flavored product contributes more to the death and disease caused by tobacco use than menthol cigarettes. We applaud your decision not to exempt menthol cigarettes from your ordinance. Menthol delivers a pleasant minty taste and imparts a cooling and soothing sensation. These characteristics successfully mask the harshness of tobacco, making it easier for beginner smokers and kids to tolerate smoking. The FDA's Tobacco Product Scientific Advisory Committee (TPSAC) has reported that:

- Menthol cigarettes increase the number of children who experiment with cigarettes and the number of children who become regular smokers, increasing overall youth smoking.
- Young people who initiate using menthol cigarettes are more likely to become addicted and become long-term daily smokers.
- The availability of menthol cigarettes reduces smoking cessation in some populations, especially among Black Americans, and increases the overall prevalence of smoking among Black Americans.
- Menthol cigarettes are marketed disproportionately to younger smokers and are disproportionately marketed per capita to Black Americans.



After a thorough review of the evidence, TPSAC concluded that "Removal of menthol cigarettes from the marketplace would benefit public health in the United States."[2] A decade later—in April 2021—the FDA announced its intention to pursue rulemaking to prohibit menthol cigarettes and flavored cigars. However, until any FDA action is finalized, states and cities should continue their growing efforts to end the sale of menthol cigarettes and other flavored tobacco products. It will take time for the FDA to finalize and implement the necessary regulations to prohibit menthol cigarettes and flavored cigars, and tobacco industry lawsuits could cause more delays. States and cities have an obligation to protect the health of their citizens and must act now to stop tobacco companies from targeting kids, Black Americans and other groups with menthol cigarettes and other flavored products. We can't afford more delay in taking action to protect kids and save lives.

Flavored Tobacco Products Are Pervasive

A 2009 federal law, the Family Smoking Prevention and Tobacco Control Act, prohibited the sale of cigarettes with characterizing flavors other than menthol or tobacco, including candy and fruit flavors. While overall cigarette sales have been declining since the 2009 law, the proportion of smokers using *menthol* cigarettes (the only remaining flavored cigarette) has been increasing.[3] Menthol cigarettes comprised 37 percent of the market in 2019.[4]

The Tobacco Control Act's prohibition on characterizing flavors did not apply to other tobacco products, and as a result, tobacco companies have significantly stepped up the introduction and marketing of flavored non-cigarette tobacco products. In fact, the overall market for flavored tobacco products is actually growing. In recent years, there has been an explosion of sweet-flavored tobacco products, especially e-cigarettes and cigars. These products are available in a wide assortment of flavors – like mango, blue razz, pink punch and mint for e-cigarettes and chocolate, watermelon, and cherry dynamite for cigars. Tobacco companies are making and marketing deadly and addictive products that look and taste like a new line of flavors from a Ben and Jerry's ice cream store.

Flavors are not just a critical part of the product design, but are a key marketing ploy for the industry. The 2016 Surgeon General Report on e-cigarettes concluded, "E-cigarettes are marketed by promoting flavors and using a wide variety of media channels and approaches that have been used in the past for marketing conventional tobacco products to youth and young adults."[5] The 2019 National Youth Tobacco Survey found that 69.3% of middle and high school students—over 18.2 million youth—had been exposed to e-cigarette advertisements from at least one source.[6]



Sales of cigars (i.e., large cigars, cigarillos, and small cigars) have more than doubled between 2000 and 2019, and much of the growth is attributable to smaller types of cigars, many of which are flavored and inexpensive.[7] The number of unique cigar flavor names more than doubled from 2008 to 2015, from 108 to 250.[8] The top five most popular cigar brands among 12- to 17-year olds who have used cigars – Black & Mild, Swisher Sweets, White Owl, Backwoods, and Dutch Masters – all come in flavor varieties.[9] These products are often sold singly or can be priced as low as 3 or 4 for 99 cents, making them even more appealing to price-sensitive youth. Note that cigar smoke is composed of the same toxic and carcinogenic constituents found in cigarette smoke.[10]



Although tobacco companies claim to be responding to adult tobacco users' demand for variety, it's clear that flavored tobacco products play a key role in enticing new users, particularly kids, to a lifetime of addiction. This growing market of flavored tobacco products is undermining progress in reducing youth tobacco use.

Flavored Tobacco Products Are Popular Among Youth

These sweet products have fueled the popularity of e-cigarettes and cigars among youth. A government study found that **eight out of ten of kids who have ever used tobacco products started with a flavored product.** [11] Across all tobacco products, the data is clear: flavored tobacco products are overwhelmingly used by youth as a starter product, and preference for flavors declines with age.

The 2020 National Youth Tobacco Survey shows that among high school students, e-cigarette use declined to 19.6% in 2020, after increasing by an alarming 135 percent from 2017 to 2019 (from 11.7% to 27.5%).[12] While the significant decline in youth users since 2019 is a sign of progress, youth e-cigarette use remains a public health crisis. 3.6 million kids still use e-cigarettes – the same number as when the U.S. Surgeon General called youth e-cigarette use an "epidemic."[13]

In California, 8.2% of high school students report using e-cigarettes. The California Student Tobacco Survey found that an increasing proportion of these youth are using flavored products (96.2% in 2019-2020, up from 86.4% in 2017-2018). Among California high school e-cigarette users, the most commonly used flavor types are fruit (63.9%), mint or menthol (14.7%) and candy or sweet (13%).[14]

Almost all e-cigarettes contain nicotine, a highly addictive drug. Young people are especially vulnerable to nicotine addiction.[15] The Surgeon General has concluded that, "The use of products containing nicotine in any form among youth, including in e-cigarettes, is unsafe."[16] The manufacturer of JUUL, a popular e-cigarette among youth, claims that each JUUL pod contains as much nicotine as a pack of twenty cigarettes. Since the introduction of Juul, many youth are now using products that effectively deliver massive doses of nicotine and it is clear that large numbers of teen e-cigarette users are struggling with nicotine addiction.

Youth e-cigarette users are also at risk of smoking cigarettes. A 2018 report from the National Academies of Science, Engineering & Medicine found that "There is substantial evidence that e-cigarette use increases risk of ever using combustible tobacco cigarettes among youth and young adults."[17] More recent research confirms this finding.[18] Therefore, it is critical for any policy restricting sales of flavored tobacco products to include e-cigarettes.

In January 2020, the FDA restricted some flavors in cartridge-based e-cigarettes, but exempted all menthol-flavored e-cigarettes and left flavored e-liquids and disposable e-cigarettes widely available in every imaginable flavor. New data show that the market share of these products has grown substantially and that youth quickly migrated to the flavored products that were exempt from the

FDA's policy. Among high school e-cigarette users, use of disposable e-cigarettes increased by 1,000% from 2019 to 2020, and in 2020, 37% of high school users of flavored e-cigarettes reported using menthol products.[19] E-cigarette market share data from California confirm these trends:

- From February 2020 to June 2021, disposable e-cigarette sales in California increased by 51.9%. Disposable products are sleek, easily concealed, pre-charged, cheap (some for less than $5) and can even have higher nicotine concentrations than JUUL. They are widely sold in kid-friendly flavors like fruit and candy.

- From February 2020 to June 2021, menthol-flavored e-cigarette sales in California increased by 43.1% (from 226.4 thousand to 324.0 thousand units) and menthol-flavored cartridge sales increased by 44%.

While the FDA recently announced that it had denied marketing applications for certain flavored e-cigarettes, many of the flavored products most popular among kids, like Juul, are still on the market. Every day these products remain on the market, our kids remain in jeopardy. Because of the delays and gaps in the FDA's actions, it is critical that states and cities step up their efforts to eliminate ALL flavored e-cigarettes, as well as other flavored tobacco products. The evidence is also clear that as long as any flavored e-cigarettes – including menthol-flavored products – are on the market, kids will shift to them and we will not end this public health crisis. Redwood City must close the gaps left by the FDA and protect our kids from these dangerous and addictive products.

As the only flavored cigarette left on the market, it's also no surprise that menthol cigarettes are popular among youth. Menthol cools and numbs the throat, reducing the harshness of cigarette smoke, thereby making menthol cigarettes more appealing to youth who are initiating smoking. About half of youth smokers use menthol cigarettes.[20] As noted previously, young people who initiate using menthol cigarettes are more likely to become addicted and become long-term daily smokers.[21]

Tobacco companies have a long history of targeting and marketing flavored tobacco products to Black Americas and youth. Tobacco industry marketing, often targeted at minority communities, has been instrumental in increasing the use of menthol products and in the disproportionate use of menthol products by minority groups and youth. TPSAC concluded that menthol cigarettes are marketed disproportionately to younger smokers and Black Americans.[22] Dating back to the 1950s, the tobacco industry has targeted these communities with marketing for menthol cigarettes through sponsorship of community and music events, targeted magazine advertising, youthful imagery, and marketing in the retail environment. This targeting continues today: in 2018, California tobacco retailers in neighborhoods with the highest proportions of Black residents were more likely to advertise menthol cigarettes and charged an estimated 25 cents less for Newport cigarettes, compared with stores in neighborhoods with the lowest proportion of Black residents.[23] Nationwide, as a result of this targeting, 85% of Black smokers smoke menthol cigarettes, compared to 29% of White smokers.[24]

Menthol cigarettes are a major reason why Black Americans suffer disproportionately from tobacco use. The tobacco industry's "investment" in the African American community has had a destructive impact. In 2013, the FDA released a report finding that menthol cigarettes lead to increased smoking initiation among youth and young adults, greater addiction, and decreased success in quitting smoking.[25] Tobacco use is the number one cause of preventable death among Black Americans, claiming 45,000 Black lives every year. [26] Tobacco use is a major contributor to three of the leading causes of death among Black Americans - heart disease, cancer and stroke.[27] The higher rates of some tobacco-caused diseases among Black Americans result, in part, from their greater use of menthol cigarettes, which are associated with reduced cessation.[28] A study released just this month found that among the Black community, 157,000 smoking-related premature deaths and 1.5 million excess life-years between the years 1980 and 2018 can be attributed to menthol cigarettes.[29]

The scientific evidence leaves no doubt that menthol cigarettes and other flavored tobacco products increase the number of people, particularly kids, who try the product, become addicted and die a premature death as a result. Prohibiting the sale of menthol cigarettes and other flavored tobacco products is an important step toward protecting our children from the tobacco industry's aggressive efforts to hook children to a deadly, addictive product.

This issue is about protecting our kids and vulnerable populations. By prohibiting the sale of all flavored tobacco products, Redwood City would join over seventy cities and counties in California that are already enacted comprehensive laws to *end* the sale of all flavored tobacco products. **Thank you for considering a strong and comprehensive policy *without exemptions*. It will save lives.**

Sincerely,



Lindsey Freitas, MPA
Regional Advocacy Director
Campaign for Tobacco-Free Kids
[redacted]

Appendix

A1: Examples of Flavored Tobacco Products





A2: Examples of Menthol Marketing

Source: TrinketsandTrash.org, CounterTobacco.Org



[1] Zhu S-H, Braden K, Zhuang Y-L, Gamst A, Cole AG, Wolfson T, Li S. (2021). Results of the Statewide 2019-20 California Student Tobacco Survey. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California San Diego.
[2] Tobacco Products Scientific Advisory Committee (TPSAC), *Menthol Cigarettes and Public Health: Review of the Scientific Evidence and Recommendations,* July 21, 2011 http://www.fda.gov/downloads/AdvisoryCommittees/CommitteesMeetingMaterials/TobaccoProductsScientificAdvisoryCommittee/UCM269697.pdf.
[3] Villanti, A., et al., "Changes in the prevalence and correlates of menthol cigarette use in the USA, 2004–2014," *Tobacco Control*, 25(Suppl 2):ii14-ii20, 2016.
[4] U.S. Federal Trade Commission (FTC), *Cigarette Report for 2019*, 2021, https://www.ftc.gov/system/files/documents/reports/federal-trade-commission-cigarette-report-2019-smokeless-tobacco-report-2019/cigarette_report_for_2019.pdf [data for top 5 manufacturers only].
[5] HHS, *E-Cigarette Use Among Youth and Young Adults. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2016.
[6] Wang, TW, et al., "Tobacco Product Use and Associated Factors Among Middle and High School Students—United States, 2019," MMWR, 68(12): December 6, 2019, https://www.cdc.gov/mmwr/volumes/68/ss/pdfs/ss6812a1-H.pdf.
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MGR-Crystel Tuifua

From: Council-Diane Howard
Subject: FW: Council Public Comment - Agenda #9.A
Attachments: FDA Compliance Redwood City CA accessed 112221.xlsx; NATO Letter on Redwood City CA Tobacco Ordinance (November 2021).docx

From: Jaime Rojas Jr [redacted]>
Sent: Monday, November 22, 2021 1:16 PM
To: GRP-City Council <council@redwoodcity.org>
Subject: Council Public Comment - Agenda #9.A

Good Afternoon City Clerk,

On behalf of the National Association of Tobacco Outlets, please find attached two documents to be included in public comments for agenda item #9.A. Should you have any questions, please feel free to contact me.

Thank you for your consideration.

Jaime Rojas

--
National Association of Tobacco Outlets
Legislative Consultant

ROJAS COMMUNICATIONS GROUP

18653 Ventura Blvd., Suite 115
Tarzana, CA 91356
Tel: [redacted]
www.RCGcommunications.com

Compliance Check Inspections of Tobacco Product Retailers Through 10/31/21 - Search Results

You searched for:
City contains: Redwood City
State is CA

Retailer Name	Street Address	City
ARCO AM PM	1700 MIDDLEFIELD RD	REDWOOD CITY
CHEVRON #1711	990 VETERANS BLVD	REDWOOD CITY
LA ESTRELLITA/TIZAPAN MERCADO	2205 & 2211 MIDDLEFIELD ROAD	REDWOOD CITY
WHIPPLE SHELL	639 WHIPPLE AVE	REDWOOD CITY
VETERANS SHELL	690 VETERANS BLVD	REDWOOD CITY
7-ELEVEN 2366-15896E	1700 BROADWAY ST	REDWOOD CITY
BROADWAY 76	1603 BROADWAY ST	REDWOOD CITY
BROADWAY AUTO INC	1101 BROADWAY ST	REDWOOD CITY
THE GOLDEN GLAZE BAKERY & MARKET	2780A SAN MATEO AVE	REDWOOD CITY
BIG BOTTLE MARKET	3120 MIDDLEFIELD RD	REDWOOD CITY
BRENDAS LIQUOR	2397 SPRING ST	REDWOOD CITY
EL PAISANO-CARNICERIA SUPRMRCADO	2856 MIDDLEFIELD RD	REDWOOD CITY
PENA MEAT AND FOOD MARKET	3198 MIDDLEFIELD RD	REDWOOD CITY
VALLEY MARKET AND GAS	2303 SPRING ST	REDWOOD CITY
LA TIENDITA MARKET	2875 MIDDLEFIELD RD	REDWOOD CITY
MAIN ST MARKET	804 MAIN ST	REDWOOD CITY
GOLD STAR	615 WOODSIDE RD	REDWOOD CITY
GOLD STAR	615 WOODSIDE RD	REDWOOD CITY
AARTI PETROLEUM	503 WHIPPLE AVE	REDWOOD CITY
EL CAMINO MARTCO	602 EL CAMINO REAL	REDWOOD CITY
K GS MINI MART	699 EL CAMINO REAL	REDWOOD CITY
7-ELEVEN #22434C	400 EL CAMINO REAL	REDWOOD CITY
JONS 76	234 EL CAMINO REAL	REDWOOD CITY
WHIPPLE ARCO	504 WHIPPLE AVE	REDWOOD CITY
WHIPPLE AVE CHEVRON	585 WHIPPLE AVE	REDWOOD CITY
SUPER DISCOUNT LIQUOR & FOOD	850 BREWSTER AVE	REDWOOD CITY
FOODSTOP MARKET	916 WHIPPLE AVE	REDWOOD CITY
PENISULA LIQUOR & TOBACCO	717 EL CAMINO REAL	REDWOOD CITY
SKY ZONE	2664 BROADWAY ST	REDWOOD CITY

State	Zip	Minor Involved	Sale to Minor	Product Type	Brand	Flavor	Inspection Date
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94061	Yes	No	N/A	N/A		Not available
CA	94061	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94062	Yes	No	N/A	N/A		Not available
CA	94062	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available
CA	94063	Yes	No	N/A	N/A		Not available

NATO

November 22, 2021

Mayor Diane Howard
Members of the Redwood City City Council
c/o City Clerk
1017 Middlefield Road
Redwood City, CA 94063

RE: Proposed Flavored Tobacco Products and Electronic Smoking Devices Ban

Dear Mayor Howard and Councilmembers:

As the Executive Director of the National Association of Tobacco Outlets (NATO), a national retail trade association that represents more than 60,000 retail stores throughout the country including many Redwood City retail stores, I am writing to submit our comments and concerns regarding the Tobacco Retail Ordinance proposal on your November 22, 2021, agenda that would ban the sale of all flavored tobacco products, including the sale of menthol cigarettes, mint and wintergreen smokeless tobacco products, flavored cigars and flavored pipe tobacco, and all electronic smoking devices. We would ask that the City Council not adopt this ordinance for the reasons explained below.

Three Studies Find that Banning Flavored Tobacco Products Is Associated with Increased Youth and Young Adult Smoking

According to a growing number of studies, the banning of all flavored tobacco products can result in increasing the number of underage youth and young adults that return to smoking cigarettes.

Study No. 1: University of Memphis School of Public Health, Science Direct-Addictive Behavior Reports (June 2020): The first study investigating the impact of the City of San Francisco flavored tobacco ban ordinance found that after the ban was in force for nearly a year, flavored tobacco product use was reduced, but *cigarette smoking among 18-24-year-olds increased by over 35%.* The study also found that most consumers of flavored tobacco find other sources for these products.

Link: https://www.sciencedirect.com/science/article/pii/S2352853220300134?via%3Dihub

Study No. 2: Yale School of Public Health Study, JAMA Pediatrics (May 2021): The second study regarding San Francisco's flavored tobacco ban ordinance was conduct by the Yale School of Public Health and compared youth smoking rates among high school students in the San Francisco School District to the smoking rates of high school students in seven other metropolitan school districts located in cities that did not have a flavored tobacco ban.

According to the study, the smoking rate for San Francisco high school students under the age of 18 increased from 4.7% in 2017 before the adoption of the city's ordinance to 6.2% in 2019, the year after the ordinance was enacted. This is a 32% increase in underage youth cigarette smoking rates in the San Francisco school district. At the same time, the underage smoking rates in the other metropolitan school districts that are located in cities which did not have a flavored tobacco product sales ban continued to decline and averaged 2.8% as of 2019.

Link:https://jamanetwork.com/journals/jamapediatrics/fullarticle/2780248?utm_source=twitter&utm_campaign=content-shareicons&utm_content=article_engagement&utm_medium=social&utm_term=052421&s=03#.YKwb0ZyP66Y.twitter

Study No. 3: Milken Institute School of Public Health, George Washington University, Nicotine & Tobacco Research (July 31, 2021): A third study conducted through the Milken Institute School of Public Health at George Washington University found similar impacts from flavored vapor bans on young adult tobacco users. The study compiled young adult smoking rates in six major metropolitan cities that enacted a flavored tobacco product ban. The study abstract included the following findings:

> Moreover, if vape product sales were restricted to tobacco flavors, 39.1% of users reported being likely to continue using e-cigarettes but 33.2% were likely to switch to cigarettes. *If vape product sales were entirely restricted, e-cigarette users were equally likely to switch to cigarettes versus not (~40%).*

Link: https://doi.org/10.1093/ntr/ntab154

Low and Declining Use Rates of Traditional Tobacco Products Require Caution in Flavor Bans: According to California's Healthy Kids Survey for 2017-2019, in San Mateo County only 7% of 11th graders had *ever* smoked a cigarette and only 3% had done so, even once, in the past 30 days; only 4% had *ever* tried smokeless tobacco and only 1% currently use smokeless tobacco. (Contrast this with the same survey's finding that 17% of 11th graders currently used alcohol, 8% were currently binge drinkers, and 17% currently used marijuana.) The same survey found that in 2019, 15% of 11th graders currently used e-cigarettes, but those figures should be considered in the context of recent findings by the FDA that e-cigarette use among youth declined about one-third in 2020, and declined sharply again in 2021, such that nationally, current e-cigarette use among high schoolers is at 11.3%, about a 60% decrease from two years earlier. See *E-Cigarette Use Among Middle and High School Students — National Youth Tobacco Survey, United States, 2021*, US Department of Health and Human Services, Centers for Disease Control and Prevention, Morbidity and Mortality Weekly Report, October 1, 2021, Vol. 70, No. 39. A similar decline in San Mateo County would mean about 6% of 11th graders use e-cigarettes, well below national averages. This means that the empirical data showing very low and declining underage use rates of traditional products in Redwood City and the national trend of a 60% drop in e-cigarette use does not support the wholesale banning of all flavored tobacco products that legal age adults prefer to use.

FDA to Ban Menthol Cigarettes and Flavored Cigars: The City of Redwood City should not pursue a flavored tobacco ban ordinance because the Food and Drug Administration announced in April that the agency will be issuing a new regulation banning the sale of menthol cigarettes and all flavored cigars. With such a sweeping regulation, the city council should pause and allow the FDA to proceed with its proposed regulation that would ban some of the same flavored tobacco products that would be prohibited under the proposed ordinance.

FDA Actions on Electronic Cigarettes and Other Nicotine Products: The FDA has taken significant actions that have resulted in the removal of a substantial number of flavored electronic nicotine delivery system (ENDS) products from the market. These strong measures should be allowed to work to further reduce youth access to and use of electronic nicotine vapor products.

Specifically, in February 2020, the FDA adopted a ban on the sale of all flavored cartridge-based and pod-based electronic cigarettes, except for tobacco and menthol flavored products. This action removed hundreds of ENDS products from the market. In addition, the FDA required that manufacturers of all electronic cigarette products file what is known as a pre-market tobacco product application (PMTA) with the agency by September 9, 2020, to keep their products on the market.

The FDA was required to process those PMTAs within one year. That year just elapsed, and the Food and Drug Administration has thus far completed about 98% of the reviews of the Pre-Market Tobacco Applications it received by its September 2020 deadline. Most of the applications are for electronic smoking devices and products used with them. The FDA has thus far rejected over 6 million electronic smoking devices and has granted exactly *one* application for an e-cigarette, Vuse Solo, and for two tobacco-flavored cartridges used with that device.

The FDA has also granted marketing applications for four flavored modern nicotine products, Verve Discs and Verve Chews in Blue Mint and Green Mint flavors. These are the first non-tobacco flavored products that have been granted marketing authority by the FDA. The significance of the Vuse and Verve decisions should not be lost on the Council. For the FDA to grant those applications, it was required to and did find, after exhaustive scientific studies, that the marketing of those products was "appropriate for the protection of the public health." By granting these applications, for the first time the FDA has stated that electronic smoking devices and modern oral nicotine products, including non-tobacco flavored versions of the latter, could protect public health. As the FDA is still working on the remaining 2% of applications filed by the September 2020 deadline, it would be premature for the City to issue a blanket ban on all flavored tobacco products and all electronic smoking devices as the FDA may well grant marketing approval of other products, some of which may be flavored, that are "appropriate for the protection of the public health." The City's ban on those products would work against the public health benefits of those products.

Voters Want to Decide Whether Flavor Bans Make Sense: California Senate Bill 793, which would have banned most flavored tobacco products statewide, has been referred to the voters who will vote in November 2022 whether to allow the statewide flavor ban bill to go into effect. Voters want their say on flavor bans. We respectfully suggest that deferring action until the voters have spoken is in the best interests of Redwood City and its retailers.

Pandemic Impact and Economic Crisis Will Be Magnified by a Flavored Tobacco Product Ban: As the COVID-19 pandemic continues, it is not the time for the city council to consider prohibiting the sale of legal tobacco products. Our convenience store members have experienced losses of up to 45% in gasoline sales and 20% or more in grocery, snack, beverage, and tobacco product sales, significant numbers because convenience stores usually rely on tobacco product sales for approximately 36% of in-store sales. Tobacco specialty stores that rely on tobacco product sales for up to 90% of total sales will be devastated by the loss of hundreds of products. Additionally, these stores have recently found it difficult to attract and retain employees, causing their payroll costs to rise.

Retailers have done everything possible to survive the pandemic, but if Redwood City retailers must remove hundreds of products from their shelves, it will be very difficult to compete with retailers in neighboring

localities or with illicit sellers who do not care to whom they sell their products, and employee layoffs and even store closures are real possibilities.

NATO and its Redwood City retail members share everyone's interest in keeping tobacco and electronic smoking devices out of the hands of persons under 21 years old but banning all these products makes no sense from a health standpoint or economic point of view. Indeed, Redwood City's retailers are exemplary in keeping tobacco products out of the hands of underage persons; according to the FDA, Redwood City retailers have a perfect record in refusing to sell to underage persons (see attached spreadsheet.) Why would the City Council want to harm these responsible retailers and chase their customers to other jurisdictions or to illicit markets?

We urge the City Council not to move forward with the proposed ban on flavored tobacco products and on electronic cigarette products. Thank you for your consideration.

Sincerely,

Thomas A. Briant

NATO Executive Director

Decision Date	Inspection Result	Link	Charges
8/5/2021	No Violations Observed		N/A
8/4/2021	No Violations Observed		N/A
8/4/2021	No Violations Observed		N/A
8/4/2021	No Violations Observed		N/A
8/4/2021	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
3/18/2020	No Violations Observed		N/A
2/6/2020	No Violations Observed		N/A
8/14/2019	No Violations Observed		N/A
2/16/2019	No Violations Observed		N/A
2/16/2019	No Violations Observed		N/A
2/16/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A
2/13/2019	No Violations Observed		N/A

MGR-Crystel Tuifua

Subject: Tonight's flavored tobacco ordinance
Attachments: PHLC Sample Language Comp-Tobacco-Retailer-License.pdf; Redwood City_TRL flavors_hookah exemption 11-22-21 cc.pdf

Importance: High

From: Jen Grand-Lejano <[redacted]>
Sent: Monday, November 22, 2021 8:20 PM
To: GRP-City Council <council@redwoodcity.org>
Subject: FW: Tonight's flavored tobacco ordinance
Importance: High
I'm so sorry, I had attached the wrong letter. Please see the corrected attachment referring to tonight's tobacco issue.

Jen Grand-Lejano
Government Relations Director, CA - Northern California
m: [redacted]

American Cancer Society Cancer Action Network, Inc.
fightcancer.org | 1.800.227.2345

This message (including any attachments) is intended exclusively for the individual to whom it is addressed and may contain proprietary, protected, or confidential information. If you are not the named addressee, you are not authorized to read, print, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately.

From: Jen Grand-Lejano
Sent: Monday, November 22, 2021 12:32 PM
To: council@redwoodcity.org
Subject: Tonight's flavored tobacco ordinance

Dear Mayor Howard and Members of the Redwood City City Council,

Thank for considering an ordinance to protect residents of Redwood City from flavored tobacco. We urge you to remove the exemption for onsite flavored shisha consumption, and strengthen the proposed TRL enforcement mechanism. Please see further recommendations in the attached letter, and sample model language from Public Health Law Center attached.

PUBLIC HEALTH LAW CENTER
at Mitchell Hamline School of Law

American Lung Association.
California

December 2020

Law and Policy Partnership to End the Commercial Tobacco Epidemic

COMPREHENSIVE TOBACCO RETAILER LICENSING ORDINANCE



Introduction

This Comprehensive Tobacco Retailer Licensing Ordinance was prepared to assist California cities and counties interested in establishing or strengthening a local tobacco retailer licensing ("TRL") program and further regulating the tobacco retail environment. Communities adopt TRL laws to ensure compliance with local business standards, reduce youth access to tobacco products, limit the negative public health and equity impacts associated with tobacco use, and enforce local, state, and federal tobacco control laws.

The Public Health Law Center revised and updated this 2020 model ordinance, which was originally developed by ChangeLab Solutions and released in 2018. The Center acknowledges the excellent work done by ChangeLab Solutions in creating the original ordinance. This revised model ordinance takes a comprehensive approach to regulating the sale of tobacco products and the tobacco retail environment. It builds on core provisions such as requiring a local tobacco retailer license by incorporating several innovative policy options. It also reflects changes to state and federal tobacco control laws such as Tobacco 21 and the federal Food and Drug Administration's ("FDA") Deeming Rule that expands the FDA's regulatory

authority to all tobacco products. The model ordinance offers cities and counties a variety of options to tailor this policy to meet the needs of their communities.*

The model ordinance is based on an independent and objective analysis of the relevant law, evidence, and available data. Readers should consider all the evidence and decide for themselves which approach is appropriate for their local jurisdiction.

Customizing the Ordinance

Context boxes are included throughout the ordinance to explain some key provisions. These boxes are not meant to be included in any final ordinance. A city wishing to adopt all or part of this ordinance should keep this in mind and remove the context boxes.

In some instances, blanks (such as [_____]) prompt you to customize the language to fit your community's needs. In other instances, the ordinance offers you a choice of options (such as [choice one/choice two]). Some options are followed by a comment that describes the legal provisions in more detail. A degree of customization is always necessary to make sure the ordinance is consistent with a community's existing laws. Such customization also ensures that communities are using this model ordinance to address local needs and engender health equity.

Tips for Using This Model Ordinance

The best possible world is one without the death and health harms associated with commercial tobacco use.† Communities differ on their readiness and willingness to adopt certain tobacco control policies that are intended to help make that world a reality. Accordingly, this model ordinance represents a balance between state and federal minimum standards, best public health policy practices, and practicality for city governments in California. This model ordinance contains several policy components that communities may or may not choose to adopt at this time that may go beyond minimum state and federal requirements.

* This model ordinance uses "community" as shorthand for a group of people who will be impacted, either directly or indirectly, by a proposed changemaking strategy. People in a community (1) are in a particular geographic area, like a neighborhood or jurisdiction, and/or (2) share a common identity or characteristic.

† The Public Health Law Center recognizes that traditional and commercial tobacco are different in the ways they are planted, grown, harvested, and used. Traditional tobacco is and has been used in sacred ways by Indigenous communities and tribes for centuries. Comparatively, commercial tobacco is manufactured with chemical additives for recreational use and profit, resulting in disease and death. For more information, visit: http://www.keepitsacred.itcmi.org. When the word "tobacco" is used throughout this document, a commercial context is implied and intended.

While the Public Health Law Center does not lobby, advocate, or directly represent communities, we can provide assistance through our publications and referrals to experts in the field. Education, stakeholder and community engagement, and a strong advocacy plan are key steps in the adoption of effective tobacco control policies. If a community is unaware of the resources available to it for engaging the community and developing an advocacy plan, or if a city is considering adopting an ordinance and is interested in learning about the range of resources available, please contact the Public Health Law Center. If you have any questions about this ordinance, you can reach us at www.publichealthlawcenter.org.

This publication was prepared by the Public Health Law Center, a nonprofit organization that provides information and legal technical assistance on issues related to public health. The Center does not provide legal representation or advice. The information in this document should not be considered legal advice. This model ordinance was made possible by funds received from Grant Number 19-10229 with the California Department of Public Health, California Tobacco Control Program, and the American Lung Association in California.

AN ORDINANCE OF THE [city/county] OF [insert jurisdiction name] REGULATING TOBACCO PRODUCT SALES, REQUIRING THE LICENSURE OF TOBACCO RETAILERS, AND AMENDING THE [Insert Jurisdiction Name] MUNICIPAL CODE

The [city council of the city/board of supervisors of the county] of [insert jurisdiction name] does ordain as follows:

Note

This is introductory boilerplate language that should be adapted to the conventional form used in the jurisdiction.

SECTION I. [See Appendix A: Findings]

Note

The findings section is part of the ordinance and legislative record, but it usually does not become codified in the municipal code. An ordinance based on this model ordinance should include findings of fact — data, statistics, relevant epidemiological information, for instance — that support the purposes of this ordinance, as well as any legal precedent that directly supports the ordinance. In addition to serving an educational purpose and building support for the ordinance, the findings can also serve a legal purpose. If the ordinance is challenged in court, the findings are an admissible record of the factual determinations made by the legislative body when considering the ordinance. Courts will generally defer to legislative determinations of factual issues, which often influence legal conclusions. A list of findings supporting this model ordinance appears in "Appendix A: Findings." Jurisdictions may select findings from that list to insert here, along with additional findings on local or regional conditions, outcomes, and issues that help make the case for the law.

SECTION II. [article/section] of the County/City Code is hereby amended to read as follows:

Sec. [____ (*1)]**. DEFINITIONS.** The following words and phrases, whenever used in this [article/chapter], shall have the meanings defined in this section unless the context clearly requires otherwise:

(A) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction.

(B) "Cannabis" has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

(C) "Cannabis Product" has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

(D) "Cannabis Retailer" means any retail establishment in which cannabis or cannabis products are sold or offered for sale to persons that do not hold a license to engage in commercial cannabis activity issued by the State of California in accordance with the Business and Professions Code Section 26000 et seq., as that section may be amended from time to time.

(E) "Child-Resistant Packaging" means packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

(F) "Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than 4.5 pounds per thousand.

(G) "Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.

(H) "Compliance checks" means systems the department uses to investigate and ensure that tobacco retailers are following and complying with the requirements of this [article/chapter]. Compliance checks may involve the use of persons between the ages of 18 and 20 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the department or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

(I) "Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

(J) "Delivery sale" means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a tobacco retail establishment. Delivery sale includes the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.

(K) "Department" means [insert department name] and any agency or person designated by the Department to enforce or administer the provisions of this [article/chapter].

(L) "Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(M) "Flavored Tobacco Product" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, molasses, or any candy, dessert, alcoholic beverage, herb, or spice.

(N) "Full Retail Price" means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

(O) "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than 4.5 pounds per thousand. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.

(P) "Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

(Q) "Moveable place of business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

(R) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(S) "Pharmacy" means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

(T) "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

(U) "Recreation Facility" means an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes, and includes but is not limited to a gymnasium, playing court, playing field, and swimming pool.

(V) "Sale" or "Sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

(W) "Self-Service Display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

(X) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. "Smoking" includes using an electronic smoking device.

(Y) "Tobacco Product" means:

(1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

Note

Both the definition of "electronic smoking device" and "tobacco product" in this model include substances that go into an electronic smoking device regardless of whether they contain nicotine. In a jurisdiction that already regulates the commercial sale of cannabis products, these definitions might result in an overlapping and possibly confusing regulatory regime where certain products are covered by both the tobacco and cannabis laws. The Center can provide additional language to exclude regulated cannabis products under a TRL.

(Z) "Tobacco Retailer" means any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

(AA) "Tobacco Retailing" means engaging in the activities of a tobacco retailer.

(AB) "Youth-Oriented Facility" means a parcel in the [city/county] that is occupied by:

(1) a private or public kindergarten, elementary, middle, junior high, or high school;

(2) a library open to the public;

(3) a playground open to the public;

(4) a youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities;

(5) a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes;

(6) a park open to the public or to all the residents of a private community;

(7) a licensed child-care facility or preschool [other than a small-family day care home or a large-family day care home [as defined in California Health & Safety Code § 1596.78]];

Sec. [____ (*2)]. GENERAL REQUIREMENTS AND PROHIBITIONS.

(A) TOBACCO RETAILER'S LICENSE REQUIRED. It shall be unlawful for any person to engage in tobacco retailing in the [city/county] without first obtaining and maintaining a valid tobacco retailer's license for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.

(B) LAWFUL BUSINESS OPERATION. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this [article/chapter] for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to the sale of tobacco products.

(C) SMOKING PROHIBITED. Smoking, including smoking for the purpose of sampling any tobacco product, is prohibited within the indoor area of any retail establishment licensed under this chapter. Smoking also prohibited outdoors within 25 feet of any retail establishment licensed under this [article/chapter].

(D) MINIMUM LEGAL SALES AGE. No person engaged in tobacco retailing shall sell a tobacco product to a person under 21 years of age.

(E) DISPLAY OF LICENSE. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(F) POSITIVE IDENTIFICATION REQUIRED. No person engaged in tobacco retailing shall sell a tobacco product to another person without first verifying by means of government-issued photographic identification that the recipient is at least 21 years of age.

(G) SELF-SERVICE DISPLAYS PROHIBITED. Tobacco retailing by means of a self-service display is prohibited.

(H) ON-SITE SALES. All sales of tobacco products shall be conducted in-person in the licensed location. It shall be a violation of this [article/chapter] for any tobacco retailer or any of the tobacco retailer's agents or employees to engage in the delivery sale of tobacco products or to knowingly or recklessly sell or provide tobacco products to any person that intends to engage in the delivery sale of the tobacco product in the [city/county].

Sec. [_____ (*3)]. SALE OF FLAVORED TOBACCO PRODUCTS PROHIBITED.

(A) FLAVORED TOBACCO PRODUCT SALES PROHIBITED. It shall be unlawful for any tobacco retailer to sell any flavored tobacco product.

(B) PRESUMPTIVE FLAVORED TOBACCO PRODUCT. A public statement or claim made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has a taste or smell other than tobacco shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

Sec. [_____ (*4)]. TOBACCO PRODUCT PRICING AND PACKAGING.

(A) PACKAGING AND LABELING. No tobacco retailer shall sell any tobacco product to any consumer unless the tobacco product: (1) is sold in the manufacturer's packaging intended for sale to consumers; (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.

(B) DISPLAY OF PRICE. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.

(C) DISTRIBUTION OF TOBACCO SAMPLES OR PROMOTIONAL ITEMS. It is unlawful for any person to distribute free or nominally priced tobacco products.

(D) PROHIBITION OF TOBACCO COUPONS AND DISCOUNTS. No tobacco retailer shall:

(1) honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;

(2) sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

(3) provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

(E) MINIMUM PACKAGE SIZE FOR LITTLE CIGARS AND CIGARS. No tobacco retailer shall sell:

(1) any little cigar unless it is sold in a package of at least [20] little cigars; or

(2) any cigar unless it is sold in a package of at least at least [6] cigars ; provided, however, that this subsection shall not apply to a cigar that has a price of at least [$X.00] per cigar, including all applicable taxes and fees.

(F) MINIMUM PRICES FOR CIGARETTES, LITTLE CIGARS, AND CIGARS. No tobacco retailer shall sell:

(1) Cigarettes at a price that is less than [$X.00] per package of 20 cigarettes, including all applicable taxes and fees;

(2) Little cigars at a price that is less than [$X.00] per package of little cigars, including all applicable taxes and fees; or

(3) Cigars at a price that is less [$X.00] per cigar, including all applicable taxes and fees.

The minimum prices established in this section shall be adjusted annually by the Department in proportion with the Consumer Price Index, using a system established by the Department.

Note

Indexing minimum prices to inflation is an efficient policy that does not require decision-makers to amend the TRL annually to keep up with prevailing prices. Jurisdictions in California have pegged the prices to the nearest U.S. Bureau of Labor Statistics statistical area, and the language here is broad enough that a jurisdiction can take that approach or determine another effective way to adjust the prices over time.

Sec. [____ (*5)]. LIMITS ON ELIGIBILITY FOR A TOBACCO RETAILER LICENSE.

(A) MOBILE VENDING. No license may issue to authorize tobacco retailing at other than a fixed location. No tobacco retail license will be issued to a moveable place of business.

(B) LICENSED CANNABIS BUSINESSES. No license may issue, and no existing license may be renewed, to authorize tobacco retailing at a location licensed for commercial cannabis activity by the State of California under Business and Professions Code Division 10.

(C) PHARMACIES. No license may issue, and no existing license may be renewed, to authorize tobacco retailing in a pharmacy.

(D) PROXIMITY TO YOUTH-ORIENTED FACILITIES. No license may issue, and no existing license may be renewed, to authorize tobacco retailing within [1000] feet of a youth-oriented facility as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented facility is located to the nearest point of the property line of the parcel on which the applicant's business is located.

(E) PROXIMITY TO OTHER TOBACCO RETAILERS. No license may issue, and no existing license may be renewed, to authorize tobacco retailing within [1000] feet of a tobacco retailer location already licensed pursuant to this [article/chapter] as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing licensee's business is located.

(F) PROXIMITY TO CANNABIS RETAILERS. No license may issue, and no existing license may be renewed, to authorize tobacco retailing within [1000] feet of an existing cannabis retailer as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing cannabis retailer is located.

Note

The three proximity limitations above would prohibit tobacco retailing within a certain distance of relevant businesses and facilities with no grandfathering of existing licensed retailers. As a result, retail licenses for locations that do not meet these proximity limitations would not be renewable after expiring. Issuing a tobacco retail license is a privilege, not a right, and jurisdictions have the authority to grant or deny tobacco retailer licenses. Accordingly, it would be unlikely for a tobacco retailer to successfully argue that refusing to renew their license is a violation of the constitutional guarantee against taking property without due process. To deal with potential "takings" claims, some jurisdictions have created a hearing process for affected businesses where they can make hardship arguments and ask for additional time to sell prohibited products, allowing for some more flexibility on a case-by-case basis and under extraordinary circumstances.

(G) POPULATION AND DENSITY. The issuing of tobacco retailer licenses is limited as follows:

(1) The total number of tobacco retailer licenses within the [city/county] shall be limited to one for each [2,500] inhabitants of the [city/county].

(2) For the purposes of this subsection, the total population of the [city/county] shall be determined by the most current published total available from the U.S. Census Bureau or the California State Department of Finance, whichever has been more recently updated, as of the date the license application is filed.

(3) No new license may issue to authorize tobacco retailing if the number of tobacco retailer licenses already issued equals or exceeds the total number authorized pursuant to subsection (1).

Sec. [_____(*6)]. APPLICATION PROCEDURE.

(A) An application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. All applications shall be submitted on a form supplied by the Department.

(B) A license issued contrary to this [article/chapter], contrary to any other law, or on the basis of false or misleading information shall be revoked pursuant to Section [____(*13) (c)] of this [article/chapter]. Nothing in this [article/chapter] shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

(C) Applicant submissions shall contain the following information:

(1) The name, address, and telephone number of each proprietor of the business seeking a license.

(2) The business name, address, and telephone number of the location for which a license is sought.

(3) The name and mailing address authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this [article/chapter].

(4) Proof that the location for which a tobacco retailer's license is sought has been issued all necessary state licenses for the sale of tobacco products.

(5) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this [article/chapter] or any other local, state, or federal law governing the sale of tobacco products and, if so, the dates and locations of all such violations within the previous five years.

(6) A signed affidavit affirming that the proprietor has not sold and will not sell any tobacco product without a license required by this [article/chapter].

(7) Such other information as the Department deems necessary for the administration or enforcement of this [article/chapter] as specified on the application form required by this section.

(D) A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a tobacco retailer's license within [10] business days of a change.

Sec. [_____(*7)]. LICENSE ISSUANCE OR DENIAL.

(A) ISSUANCE OF LICENSE. Upon the receipt of a complete and adequate application for a tobacco retailer's license and the license fee required by this [article/chapter], the Department may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary.

(B) DENIAL OF APPLICATION. The department may deny an application for a tobacco retailer's license based on any of the following:

(1) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this [article/chapter];

(2) The application seeks authorization for tobacco retailing at a location for which this [article/chapter] prohibits a licensed to be issued;

(3) The application seeks authorization for tobacco retailing for a proprietor to whom this [article/chapter] prohibits a license to be issued; or

(4) The application seeks authorization for tobacco retailing in a manner that is prohibited pursuant to this [article/chapter], that is unlawful pursuant to any other [article/chapter] of this Code, or that is unlawful pursuant to any other law.

(5) Any other any other suitable reason the granting of a license to the applicant is not consistent with the public health and welfare, including the applicant's history of noncompliance with this [article/chapter] and other laws relating to the sale of tobacco products.

Sec. [____ (*8)]. LICENSE RENEWAL AND EXPIRATION.

(A) RENEWAL OF LICENSE. A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is [1 year]. Each tobacco retailer shall apply for the renewal of their tobacco retailer's license and submit the license fee no later than [30] days prior to expiration of the current license. A retailer that fails to timely submit a renewal application and fee is ineligible for license renewal and must submit a new application pursuant to Section [____ (*6)].

Sec. [____ (*9)]. LICENSES NOT TRANSFERABLE, PAST VIOLATIONS AT RETAIL LOCATION.

(A) LICENSES NOT TRANSFERRABLE. A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietors.

(B) PAST VIOLATIONS. Notwithstanding any other provision of this [article/chapter], prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

(1) the location has been transferred to new proprietor(s) in an arm's length transaction; and

(2) the new proprietor(s) provide the [city/county] with clear and convincing evidence that the new proprietor(s) have acquired the location in an arm's length transaction.

Sec. [____ (*10)]. LICENSE CONVEYS A LIMITED, CONDITIONAL PRIVILEGE.

Nothing in this [article/chapter] shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the [City/County] identified on the face of the permit. Nothing in this [article/chapter] shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law.

Sec. [____ (*11)]. FEE FOR LICENSE.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the [city council/board of supervisors]. The fee shall be calculated so as to recover the total cost of administration and enforcement of this [article/chapter], including, but not limited to, issuing a license, administering the license program, retailer education,

retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this [article/chapter]. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

Note

The California Constitution places some limits on how much a jurisdiction can charge in a fee, deeming excessive fees to be taxes that require a vote of the people. Nonetheless, without a referendum, it is lawful to impose a fee on applicants in an amount sufficient to offset the reasonable regulatory cost of the entire tobacco retailer enforcement program of the locality. *Sinclair Paint Co. v. Board of Equalization*, 15 Cal. 4th 866 (1997); *Griffith v. City of Santa Cruz*, 207 Cal. App. 4th 982 (2012).

The license fee can incorporate the cost of enforcing all tobacco laws related to tobacco retailing because a violation of any tobacco-related law is a basis for suspension of a license. The Public Health Law Center can provide further information on some of the factors to consider when calculating a reasonable license fee.

Sec. [____ (*12)]. COMPLIANCE MONITORING.

(A) Compliance with this [article/chapter] shall be monitored by the Department. In addition, the [City/County] may designate additional persons to monitor compliance with this [article/chapter]. All licensed premises must be open to inspection by [city/county] staff or designated persons during regular business hours.

(B) The Department shall inspect each tobacco retailer at least [3] times per 12 month period to ensure compliance with this [article/chapter].

Note

Subsection (b) allows for the inspection of licensed premises to check for any violations of this ordinance or other tobacco control laws. For example, some inspections might focus on pricing or flavored product violations, but preferably inspectors would be able to review compliance with all applicable laws during the inspections. For more information on challenges and case studies in enforcing TRL requirements please contact the Center.

(C) The [city/county] will conduct at least [one] compliance check per 12-month period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products.

> **Note**
>
> This underage sales compliance provision requires a minimum of one check per year, but jurisdictions might choose to require more frequent compliance checks to ensure consistent compliance.

(D) Nothing in this section shall create a right of action in any licensee or other person against the [city/county] or its agents.

Sec. [_____(*13)]. SUSPENSION OR REVOCATION OF LICENSE.

(A) SUSPENSION OR REVOCATION OF LICENSE FOR VIOLATION. In addition to any other penalty authorized by law, a tobacco retailer's license shall be suspended or revoked if the Department finds, based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, that the licensee, or any of the licensee's agents or employees, have violated any of the requirements, conditions, or prohibitions of this [article/chapter]; such violation is determined by any court of competent jurisdiction; or the licensee has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section [____(*2)] above.

(1) Upon a finding by the Department of a first violation of this [article/chapter] at a location, the license shall be suspended for [30] days.

(2) Upon a finding by the Department of a second violation of this [article/chapter] at a location within any [5]-year period, the license shall be suspended for [90] days.

(3) Upon a finding by the Department of a third violation of this [article/chapter] at a location within any [5] year period, the license shall be suspended for [1] year.

(4) Upon a finding by the Department of four or more violations of this [article/chapter] at a location within any [5] year period, the license shall be revoked.

(B) APPEAL OF SUSPENSION OR REVOCATION. A decision of the Department to suspend or revoke a license is appealable to [the name of appellate agency, panel, or person (for

example, Board of Supervisors, city manager, or director of the health department)] and any appeal must be filed in writing with [the name of the agency, panel, or person to *receive the notice* (for example, Board of Supervisors)] within 10 days of mailing of the Department's decision. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to [the name of appellate agency, panel, or person] is not available for a revocation made pursuant to subsection (c) below.

(C) REVOCATION OF LICENSE WRONGLY ISSUED. A tobacco retailer's license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under Section [____(*7)] existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of the [city/county].

Sec. [_____ (*14)]. TOBACCO RETAILING WITHOUT A VALID LICENSE.

(A) INELIGIBLE FOR LICENSE. In addition to any other penalty authorized by law, if the Department finds, or if a court of competent jurisdiction determines, based on a preponderance of evidence after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's license, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailer's license as follows:

(1) After a first violation of this section at a location, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until [30] days have passed from the date of the violation.

(2) After a second violation of this section at a location within any [5 year] period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until [90] days have passed from the date of the violation.

(3) After of a third or subsequent violation of this section at a location within any [5 year] period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until [5] years have passed from the date of the violation.

Sec. [_____ (*15)]. ADDITIONAL REMEDIES.

(A) The remedies provided by this [article/chapter] are cumulative and in addition to any other remedies available at law or in equity.

(B) Whenever evidence of a violation of this [article/chapter] is obtained in any part through the participation of a person under the age of 18 years, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this [article/chapter] and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(C) Violations of this [article/chapter] are subject to a civil action brought by the [district attorney] or the [county counsel], punishable by a civil fine not less than [$250] and not exceeding [$1,000] per violation.

(D) Violations of this [article/chapter] may, in the discretion of the [district attorney/county counsel], be prosecuted as infractions or misdemeanors when the interests of justice so require.

(E) Violations of this [article/chapter] are hereby declared to be public nuisances.

(F) In addition to other remedies provided by this [article/chapter] or by other law, any violation of this [article/chapter] may be remedied by a civil action brought by the [district attorney/county counsel], including administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

(G) Tobacco products offered for sale in violation of this [article/chapter] are subject to seizure by the Department or its designee and shall be forfeited after the licensee or any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale in violation of this [article/chapter]. The decision by the Department may be appealed pursuant to the procedures set forth in Section [____(*13)(b)]. Forfeited tobacco products shall be destroyed and properly disposed of at the cost of the seller after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(H) For the purposes of the civil remedies provided in this [article/chapter]:

(1) Each day on which a tobacco product is distributed, sold, or offered for sale in violation of this [article/chapter] shall constitute a separate violation of this [article/chapter]; and

(2) Each individual tobacco product that is distributed, sold, or offered for sale in violation of this [article/chapter] shall constitute a separate violation of this [article/chapter].

(I) All tobacco retailers are responsible for the actions of their employees relating to the sale, offer to sell, and furnishing of tobacco products at the retail location. The sale of any tobacco product by an employee shall be considered an act of the tobacco retailer.

Sec. [____ (*16)]. EXCEPTIONS.

(A) Nothing in this [article/chapter] prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious or spiritual ceremony or practice.

(B) Nothing in this [article/chapter] shall be construed to penalize the purchase, use, or possession of a tobacco product by any person not engaged in tobacco retailing.

Sec. [____ (*17)]**. CONSTRUCTION & SEVERABILITY.** It is the intent of the [board of supervisors/city council] of [county/city] to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this [article/chapter], or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this [article/chapter], or its application to any other person or circumstance. The [board of supervisors/city council] of [jurisdiction] hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Sec. [____ (*18)]**. PUBLIC RECORDS.** All information provided to the Department by a licensee or license applicant pursuant to this [article/chapter] shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law.

SECTION III. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after [30 days after date of enactment]; provided, however, that Section [____(*3)] shall not take effect until [6 months after date of enactment].

Appendix A: Findings.

The [city council of the city/board of supervisors of the county] of [insert jurisdiction name] hereby finds and declares as follows:

WHEREAS, the [city council/board of supervisors] finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the [city council/board of supervisors], to protect the health, safety, and welfare of our residents;

WHEREAS, approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke every year, making tobacco use the nation's leading cause of preventable death;[2]

WHEREAS, the World Health Organization (WHO) estimates that tobacco kills 8 million people and causes over 1.4 trillion dollars in economic damage each year;[136]

WHEREAS, 5.6 million of today's Americans who are younger than 18 years of age are projected to die prematurely from a smoking-related illness;[2]

WHEREAS, tobacco use is the number one cause of preventable death in California[137] and continues to be an urgent public health issue, as evidenced by the following:

- 40,000 California adults die from their own smoking annually;[1]
- More than 25% of all adult cancer deaths in California are attributable to smoking;[138]
- Smoking costs California $13.29 billion in annual health care expenses, $3.58 billion in Medicaid costs caused by smoking, and $10.35 billion in smoking-caused productivity losses;[139]
- Tobacco use can cause disease in nearly all of the organs of the body and is responsible for 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all cases of chronic obstructive pulmonary disease in the United States;[2]

WHEREAS, tobacco use among priority populations in California contributes to health disparities and creates significant barriers to health equity, as evidenced by the following:

- African American (20.4%), Asian or Pacific Islander (11.4%), and Hispanic (15.2%) males all report a higher smoking prevalence than the statewide average among all adults (11.0%);[9]
- American Indian/Alaska Native Californians have the highest smoking prevalence (19.1%) among all reported adult demographic populations;[9]

- Smoking is more prevalent among rural (14.9%) compared to urban (10.6%) Californians;[9]
- Californians with the highest levels of educational attainment and annual household income have the lowest smoking prevalence;[9]
- Adults who identify as lesbian, gay, bisexual, or transgender report smoking at a higher rate (17.4%) than the statewide average (11.0%);[9]
- Those who reported experiencing psychological distress in the past month smoke at rates (26.7%) higher than the statewide average (11.0%);[9]

[insert local data if available]

WHEREAS, despite the state's efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following:

- In California, research indicates over 67% of current and former adult smokers started by the age of 18 and almost 100% start by age 26;[140]
- In California, from 2017 to 2018, approximately 13% of high school students reported using tobacco;[9]
- Disparities in tobacco use exist among California high school students, with higher rates found among LGBTQ, American Indian, and Pacific Islander youth;[9]
- Unless smoking rates decline, an estimated 441,000 of all California youth who are alive today will die prematurely from smoking-related diseases;[2]
- In 2017, 22.8% of high school students in California had tried cigarette smoking;[141]
- Between 2014 and 2018, electronic smoking device use among California youth increased from 14.1% to 46.2%;[8]

[insert local data if available]

WHEREAS, the tobacco industry encourages youth and young adult tobacco initiation through predatory targeting,[11] as evidenced by the following:

- Tobacco companies target young adults ages 18 to 24 to increase their frequency of tobacco use and encourage their transition to habitual users;[66]
- Tobacco industry documents state that if "a man has never smoked by the age of 18, the odds are three-to-one he never will. By age 24, the odds are twenty-to-one";[142]

- The tobacco industry spends an estimated $496 million annually to market tobacco products to California residents;[139]

WHEREAS, California retailers continue to sell tobacco to underage consumers, evidenced by the following:

- 9.3% of high school students in California reported buying their own electronic cigarette from a store;[141]
- 19.1% of California tobacco retailers unlawfully sold tobacco products to underage persons in 2018;[9]

[insert local data if available]

WHEREAS, requiring tobacco retailers to obtain a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell tobacco products to adults but will, however, allow the [city council/board of supervisors] to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco control and youth tobacco access laws, as evidenced by the following:

- Tobacco products are the number one seller in U.S. convenience stores, and in 2018, they generated an average of $523,084 in sales per store;[143]
- Systematic scientific reviews indicate that merchant compliance with youth tobacco sales laws reduces the rate of tobacco use among adolescents;[26,27]
- Studies found increased retailer compliance and reduced tobacco sales to youth following implementation and active enforcement of youth tobacco sales laws paired with penalties for violations;[144,145]
- A review of 41 California communities with strong tobacco retailer licensing ordinances found that youth sales rates declined in 40 of these communities after the ordinances were enacted, with an average 69% decrease in the youth sales rate;[25]

WHEREAS, the federal Family Smoking Prevention and Tobacco Control Act ("Tobacco Control Act"), enacted in 2009, prohibited candy- and fruit-flavored cigarettes,[28] largely because these flavored products are marketed to youth and young adults,[26,35,145] and younger smokers were more likely than older smokers to have tried these products;[26]

WHEREAS, neither federal nor California state laws restrict the sale of menthol cigarettes or flavored non-cigarette tobacco products, such as cigars, cigarillos, smokeless tobacco, hookah tobacco, electronic smoking devices, and the solutions used in these devices;

WHEREAS, in 2018, more than 86% of tobacco retailers in California sold flavored non-cigarette tobacco products, over 91% of tobacco retailers sold menthol cigarettes,[80] and, as of 2016, 8 out of 10 tobacco retailers near schools sold flavored non-cigarette tobacco products;[147]

WHEREAS, flavored tobacco products are used by the majority of youth and young adult tobacco users (86.4% and 57.7%, respectively) in California;[9]

WHEREAS, mentholated and flavored products have been shown to be "starter" products for youth who begin using tobacco[26,148,149] and that these products help establish tobacco habits that can lead to long-term addiction;[26,150,151]

WHEREAS, between 2004 and 2014, use of non-menthol cigarettes decreased among all populations, but overall use of menthol cigarettes increased among young adults (ages 18 to 25) and adults (ages 26+);[30]

WHEREAS, flavored tobacco has significant public health implications for youth and people of color as a result of targeted industry marketing strategies and product manipulation;[11,26,152,153]

WHEREAS, a review of advertising, promotions, and pack prices near California high schools found that "for each 10 percentage point increase in the proportion of Black students, the proportion of menthol advertising increased by 5.9% … the odds of a Newport [a leading brand of mentholated cigarettes] promotion were 50% higher … and the cost of Newport was 12 cents lower." There was no such association found for non-mentholated cigarettes;[154]

WHEREAS, scientific reviews by the FDA and the Tobacco Products Scientific Advisory Committee ("TPSAC") found marketing of menthol cigarettes likely increases the prevalence of smoking among the entire population, but especially among youth, African Americans,[33] and possibly Hispanic and Latino individuals;[34] and that menthol cigarettes are associated with increased initiation and progression to regular cigarette smoking, increased dependence on cigarettes, and reduced success in smoking cessation, especially among African American menthol smokers;[33]

WHEREAS, research indicates that the FDA ban in 2009 on all flavored cigarette products (except menthol) led to a 6% decrease in youth tobacco use and a 17% decrease in the likelihood of a youth becoming a cigarette smoker;[155]

WHEREAS, studies indicate that laws prohibiting the sale of flavored tobacco products lead to decreases in youth tobacco use, as evidenced by the following:

- An evaluation of New York City's law, which prohibits the sale of all flavored tobacco, excluding menthol, indicated that as a result of the law, youth had 37% lower odds of ever trying flavored tobacco products and 28% lower odds of ever using any type of tobacco;[156]
- An evaluation of a law in Providence, Rhode Island, which prohibits the sale of all flavored tobacco, excluding menthol, indicated that as a result of the law, current use of any tobacco product among high school youth declined from 22% to 12% and e-cigarette use declined from 13.3% to 6.6%, even as statewide e-cigarette use among high school increased to more than 20%;[157]

WHEREAS, the health effects of non-cigarette tobacco products such as cigars, cigarillos, smokeless tobacco, and shisha are substantial as demonstrated by research that shows that non-cigarette tobacco products have addictive levels of nicotine, harmful toxins, and dangerous carcinogens;[158-164]

WHEREAS, unlike cigarette use that has steadily declined among youth, the prevalence of the use of non-cigarette tobacco products has increased among California youth;[9]

WHEREAS, the availability of inexpensive tobacco products leads to increased tobacco use as evidenced by more than 100 academic studies that conclusively show that when tobacco products are made more expensive, fewer people use tobacco, fewer initiate tobacco use, and more people quit tobacco use;[2,48-51,53-58]

WHEREAS, research has also consistently shown that increases in cigarettes prices will result in less smoking across various sociodemographic populations;[165]

WHEREAS, a systematic review by the U.S. Community Preventive Services Task Force found that a 20% price increase would reduce demand for cigarettes by approximately 10.4%, the prevalence of adult tobacco use by 3.6%, and initiation of tobacco use by young people by 8.6%;[49]

WHEREAS, unequal price increases across different types of tobacco products lead to substitution from one product to another;[56,58]

WHEREAS, youth are particularly responsive to changes in tobacco prices,[26,52,54,166] and evidence suggests that tobacco companies deliberately target youth with price reductions;[26,51,64-66,167]

WHEREAS, evidence also suggests that cigarettes are cheaper in neighborhoods with lower household incomes,[118,168] Newport menthol cigarettes cost less in areas with higher proportions of African Americans,[118] and underserved communities are targeted with price discounts and coupons;[169-171]

WHEREAS, tobacco companies spend considerably to decrease the price of their products in order to counter state and local tobacco control efforts, appeal to price-sensitive consumers, and increase demand for tobacco products. For example, tobacco companies spent the majority of their cigarette marketing budgets on price discounts, accounting for nearly $6.2 billion of $8.6 billion advertising and promotional expenditures in 2018; [50,51,62]

WHEREAS, the tobacco industry's price discounting strategies, such as coupons and multiple-package discounts, are popular among consumers, with more than half of adults using some price minimization strategy.[70] Coupon receipt and redemption appears more prevalent among white, younger, female, sexual minority, and more nicotine dependent smokers.[172] In California, individuals who used price minimization strategies saved an average $1.04 per pack (or 18.6% off the total) in 2010;[70]

WHEREAS, price-discounted sales account for a substantial proportion of overall tobacco product sales;[63]

WHEREAS, although federal and state law ban the sale of individual cigarettes,[78,173] neither federal nor California state laws restrict the sale of individual little cigars and cigars;

WHEREAS, many retailers sell little cigars and cigars individually, making them more affordable and appealing to youth.[79] Additionally:

- 78.3% of California tobacco retailers sell a popular brand of youth-friendly cigars for less than $1.00;[79]
- Between 2012 and 2016, annual sales of cigarillos increased by 78% overall and by 155% for "concept-flavored" (e.g., Jazz) cigarillos;[174]

WHEREAS, a 10% increase in cigar prices has been associated with decreased cigar sales[175,176] and may significantly reduce cigar use among youth;[177]

WHEREAS, neither federal nor California state laws set a minimum price for tobacco products;

WHEREAS, minimum price markups and related laws in other states have been shown to be effective at increasing the price of cigarettes but may remain vulnerable to price manipulation by the tobacco industry without attention to coupons and discounts;[82]

WHEREAS, studies have estimated that if price discounts were prohibited across the United States, the number of people who smoke would decrease by more than 13%;[68] the impact of a $10 federal minimum floor price for cigarettes could reduce the number of packs sold in the United States by 5.7 billion per year and prompt more than 10 million smokers to quit;[55] and that a state-level minimum floor price law designed to raise the average price of cigarette

packs by just under $2.00 could decrease the prevalence of cigarette use and consumption by by more than 4% and reduce income-based smoking disparities in California;[86]

WHEREAS, by selling tobacco products, pharmacies reinforce positive social perceptions of smoking, convey tacit approval of tobacco use, and send a message that it is not so dangerous to smoke;[178,179]

WHEREAS, pharmacies sell cigarettes cheaper than other stores[118] and advertise tobacco product discounts more than other stores in California;[80]

WHEREAS, tobacco-free pharmacy sales policies decrease the availability of tobacco products by reducing tobacco retailer density by up to three times compared with communities that do not have such policies,[119] and immediately after the nationwide CVS policy change to not sell tobacco products, cigarette purchases declined and smokers who had previously purchased their cigarettes exclusively at CVS were up to twice as likely to stop buying cigarettes entirely;[120]

WHEREAS, research indicates that the density and proximity of tobacco retailers increase smoking behaviors, including number of cigarettes smoked per day,[90] particularly in neighborhoods experiencing poverty;[90,180-182]

WHEREAS, the density of tobacco retailers near adolescents' homes has been associated with increased youth smoking rates[101] and initiation of noncigarette tobacco product use;[183]

WHEREAS, adults who smoke are likely to have a harder time quitting when residential proximity to tobacco retailers is closer[107] and density is higher;[184-186]

WHEREAS, tobacco retailers are more prevalent in underserved communities, especially in neighborhoods with a higher proportion of African American or Hispanic residents;[93-98]

WHEREAS, tobacco retailer density is higher in urban compared to rural areas, except for low-income communities, which have higher tobacco retailer densities regardless of geography, and Hispanic communities, which are associated with variable retailer densities across geography;[97,187]

WHEREAS, policies to reduce tobacco retailer density have been shown to be effective[103,104,188,189] and can reduce or eliminate inequities in the location and distribution of tobacco retailers;[103,104]

WHEREAS, six out of 10 tobacco retailers in California sold cigar products using cannabis-related flavor descriptors and these retailers were more prevalent in school neighborhoods with lower median income;[190]

WHEREAS, both youth and adult tobacco users are more likely to also use cannabis;[191,192]

WHEREAS, strict enforcement of policies prohibiting retail sales of cigarettes to youth, sales of cigarettes via vending machines, and other means through which youth gain access to tobacco in the commercial settings can limit their opportunities to obtain these products;[26,27]

WHEREAS, strong policy enforcement and monitoring of retailer compliance with tobacco control policies (e.g., requiring identification checks) is necessary to achieve reductions in youth tobacco sales;[193,194]

WHEREAS, the Institute of Medicine recognizes that retailers are not likely to comply with youth tobacco access laws unless such laws are actively enforced through retailer compliance checks paired with meaningful penalties on business owners for violations;[195]

WHEREAS, state law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3);

WHEREAS, California courts have affirmed the power of the [city council/board of supervisors] to regulate business activity to discourage violations of law. See, e.g., *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985); *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993); *Prime Gas, Inc. v. City of Sacramento*, 184 Cal. App. 4th 697 (2010);

WHEREAS, over 180 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop youth from using tobacco;[9]

WHEREAS, the [city council/board of supervisors] has a substantial interest in protecting youth and underserved populations from the harms of tobacco use; and

WHEREAS, the [city council/board of supervisors] finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the [Insert jurisdiction name] in order to protect the health, safety, and welfare of our residents;

NOW THEREFORE, it is the intent of the [city council/board of supervisors], in enacting this ordinance, to ensure compliance with the business standards and practices of the [city/county] and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of tobacco products to youth, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein.

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18 Cal. Bus. & Prof. Code § 22971.3 ("Nothing in this division preempts or supersedes any local tobacco control law other than those related to the collection of state taxes. Local licensing laws may provide for the suspension or revocation of the local license for any violation of a state tobacco control law.").

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November 19, 2021

The Honorable Diane Howard
Members of the Redwood City City Council
1017 Middlefield Road
Redwood City, CA 94063

Dear Mayor Howard and Members of the Redwood City City Council:

The American Cancer Society Cancer Action Network's (ACS CAN) mission is to end suffering and death from cancer, and we are committed to continuing that mission in the City of Redwood City. We are deeply concerned about the availability of flavored tobacco products, which is contributing to the growing epidemic that is plaguing our communities here in Northern California and nationwide. Thank you for considering strong policies to protect the health of our youth. We urge you to adopt a comprehensive tobacco retailer licensing (TRL) policy to end the sale of all flavored tobacco products, including menthol cigarettes, flavored shisha tobacco and flavored e-cigarettes, and to end the sale of all tobacco products in pharmacies. Together, these provisions go far to protect the lives of our young people from the predatory marketing of the tobacco industry.

The proposed ordinance ends the sale of certain flavored tobacco products, which is a good first step but falls short of best practice in the Bay Area. We have some concerns with the definitions in draft ordinance as well as the enforcement provisions could be strengthened. **It is also vital to remove the proposed exemptions for flavored shisha tobacco.** We highly recommend the city consider adopting the sample language linked here/attached that was drafted by the Public Health Law Center

Flavored shisha use is on the rise among youth. Among individuals who were not current smokers, those who had tried hookah were more likely to report intent to try cigarettes soon[1], and more than one in five high school students in one study first learned about flavored shisha by seeing a hookah bar in their community[2]. A single shisha tobacco smoking session (40 to 45 minutes) exposes its users to 25 times the tar, 125 times the smoke, 2.5 times the nicotine, and 10 times the carbon monoxide as compared to a single cigarette[3].

Shisha tobacco comes in hundreds of flavors, which increase the likelihood of tobacco initiation among people who don't smoke, and encourages the continued use of flavored shisha among people who use tobacco regularly. There is no cultural argument for protecting the sale of flavored shisha. Any flavored tobacco product that is exempt will become the "go-to" product for youth. Four out of five youth who have ever used a tobacco product started with a flavored tobacco product, and when asked why, say because they come in flavors they like. The Tobacco Industry knows flavors hook new users.

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American Cancer Society Cancer Action Network
1001 Marina Village Parkway Suite 300 ▪ Alameda CA 94501 ▪ 510.464-8107

The state bill does not preempt stronger action taken at the local level, and the Bay Area has long had a stricter standard for tobacco control policy than statewide policy. Exemptions for certain retailers make enforcement more difficult, and an unfair playing field for other retailers.

Tobacco-free pharmacies is a natural and necessary next step. Tobacco products, which are still the leading cause of preventable death in California, should not be sold in pharmacies where residents seek health promoting products. We urge you to join the 31+ other jurisdictions across the state that have chosen to end the sale of all tobacco products in their pharmacies.

We recommend a tobacco retailer license be codified in the ordinance with fees sufficient enough to fund enforcement of existing and new tobacco laws, coupled with escalating penalties for retailers with repeat violations. The proposed ordinance has basic enforcement, which we recommend you strengthen by including specific mechanisms to suspend the license for first violation and license revocation after repeated violations.

The City Council needs to make the health of Redwood City youth a priority and join our neighbors in the 100+ communities throughout California who have adopted strong policies to end the sale of flavored tobacco products. We urge you to end the sale of all flavored tobacco products citywide, including menthol cigarettes, flavored shisha tobacco, flavored e-cigarettes, and other flavored tobacco products. We ask that you do this by requiring that all tobacco retailers obtain a tobacco retailer license with strong enforcement that also ends the sale of all tobacco products in pharmacies.

Sincerely,



Jen Grand-Lejano
Government Relations Director, Northern California
American Cancer Society Cancer Action Network

MGR-Crystel Tuifua

From: Council-Diane Howard
Subject: FW: Ordinance banning Flavored tobacco etc…

From: June Wilson [redacted]>
Sent: Monday, November 22, 2021 7:38 PM
To: Council-Diane Howard <DHoward@redwoodcity.org>; Council-Giselle Hale <ghale@redwoodcity.org>; Council-Alicia Aguirre <aaguirre@redwoodcity.org>; Council-Lissette Espinoza-Garnica <LEspinoza-Garnica@redwoodcity.org>; Council-Jeff Gee <jgee@redwoodcity.org>; Council-Diana Reddy <dreddy@redwoodcity.org>; Council-Michael Smith <michael.smith@redwoodcity.org>
Subject: Ordinance banning Flavored tobacco etc…

Dear council members please help the citizens of Redwood City keep our children on the right track. Don't we as parents and grand parents have it hard enough with social media distractions and civil rights marches etc… without flavored tobaccos and vaping making our schools and school lavatories a scary place. My grandson and grand daughter said they don't use the rest rooms at school because the smoking and vaping crowd in there scares them.
Please help!
Thank you.

Sent from my iPhone

MGR-Crystel Tuifua

Subject: vote NO on raises for Mrg and Attny

From: P.A. Moore [redacted]>
Sent: Sunday, November 21, 2021 11:25 AM
To: GRP-City Council <council@redwoodcity.org>
Subject: vote NO on raises for Mrg and Attny

Regards,
PA Moore

P.A. Moore, Ed.D
Language Services
Linked In: P.A. (Patricia) Moore

MGR-Crystel Tuifua

Subject: Please vote no on item 9B -

-----Original Message-----
From: Julie Shiraishi [redacted]>
Sent: Sunday, November 21, 2021 7:43 PM
To: GRP-City Council <council@redwoodcity.org>
Subject: Please vote no on item 9B -

To the City Council,

I oppose the proposed huge raise for the City Manager and City Attorney, 10% is too high, especially in consideration of other base salaries of other city workers in Redwood City. Question is what raise are other city employees getting? Please be very thoughtful, considerate, and frugal with city monies. When this city doesn't even have enough Police services to take care of increasing thefts and crime in this city, where are the wisest area to spend the city budget.

Is there a publication for this city, to view the transparency of total budgets per year including salaries, etc. If there is any published info on budgetary use, please forward a copy or link to me of this information.

Redwood City voter and resident for over 30 yrs.,

Julie Shiraishi

Sent from my iPad

From: [redacted]
To: GRP-City Council
Subject: City Manager Performance Review
Date: Monday, November 22, 2021 1:24:57 PM
Attachments: 20211122_Performance Review City Manager.pdf

Item: 9.B on tonight's Agenda
Please file attached PDF into Public Comment.

best regards,
Gerd Stieler
Advocating for children, seniors, healthy communities, livable neighborhoods, safe-routes-to-school, real climate action and quality-of-life ...
... and basically all the other things city leaders constantly do wrong.

To Members of the City Council,

Since the appointment of Melissa Stephenson Diaz in 2015 as City Manager, Redwood City is falling further and further behind on many crucial topics concerning quality-of-life projects for current residents.
If the city manager and city attorney are supposed to become outsized raises during times like these, it is also time to do an informed performance review.

"Transportation, Children and Youth"

According to the council, there is nothing more important in the city strategy than the topic of "Transportation, Children and Youth". This strategy should make Safe-Routes-To-School (SRTS) a top priority of the city manager. And yet after naming these top priorities year after year and putting it up as top goals for the city manager, she has failed on this strategy again and again. Her city is still an absolute mess in the mornings as everybody MUST drive their kids to school because our city manager and her traffic staff refuse to provide transportation safety for children and youth. She can't even fix the little intersection of Elwood and Brewster, where "**Peninsula Bikeway**" and a **RWCMoves TIER 1 project** No. 4. come together. Since the failure of the Hopkins Ave. Traffic Calming project - now Brewster Ave around our schools has become predictably more dangerous.
While other communities close-by can brag about their SRTS share of 10-20% and even 30-60% of kids walking or biking (Palo Alto), our city manager has an active transportation share of <5%.
Redwood City leadership should feel embarrassed about this lack of commitment and this lack of achievement.
And let's not forget about the promises that had been made during the school closures by the city council - we are still waiting for bike lanes.
Over 20 schools in RWC and ‘sphere of influence’ have zero bike lanes leading into them - that is embarrassing leadership. Especially embarrassing for Vice Mayor Hale and council members Aguirre and Reddy, who always hang around our highly segregated school district - pretending to care.

"Traffic Calming"

Our city manager, traffic manager and their team have huge problems to rein in speeding, drunk and distracted drivers. And one reason is their 'traffic calming projects' all seem to fail due to lack of professional solutions. Not one car in Redwood City is wider than 7ft. Not one truck in Redwood City is wider than 8.5ft and yet our traffic people love the wide 10-14 ft lane, which professionals know is the official invitation for speeding. Professionals in Europe and America aim for 9ft. lanes in residential streets and 10 ft along corridors, which would also leave plenty of room for bike lanes almost everywhere.
Our city leaders also seem to love speed humps and STOP signs everywhere. And STOP signs are the road design equivalent of "We tried nothing and we are all out of ideas" - NOBODY completely stops at stop signs. Roundabouts are better for traffic flow and Climate Change and reduce street racing and “donuts” - another problem our city manager can’t seem to fix. Our staff doesn’t even know the difference between roundabouts (good) and traffic circles (bad) and mixes them wildly.
City staff needs to make a clear commitment to which streets have which purpose, separate traffic and then slow down interdependently and holistically. Currently they employ a whack-a-mole approach when one street gets better, three others get worse.
A rich Silicon Valley city deserves better from our city manager.

"Active Transportation"

Just since the last pay raise there were several projects, where the city manager could have pushed projects and funding towards Active Transportation, mode-shift, Healthy Communities, Livable Neighborhoods, Safe-Routes-To-School and real Climate Action. And I hope I don’t have to explain why this is important for a city?
With projects like Hopkins Ave, Roosevelt Ave, Vera Ave, Redwood Ave, Alameda de Las Pulgas, Middlefield Rd, etc. our city manager again got embarrassed by her unprofessional traffic Director and his staff.

Each of these projects made it harder to cycle safely through our city and especially for children and youth. Without the safety of bike lanes kids rely on traffic compliance of drunk, speeding and distracted drivers and a police force that stopped enforcing traffic violations years ago.
Caltrans also made clear the other day how unprofessional our local leadership is when it comes to following the "Complete Streets" law of 2006. Caltrans defines Complete Streets only Class 2, Class 2b and Class 4.
Which made our traffic manager - attending the same forum - look highly out-of-tunes with modern transportation methodologies with all those miles and miles of sharrows, which have been proven to be worthless in 2010 already.
These “bike routes” and "fake bike boulevards" around here (class 3) makes Redwood City currently non-compliant with the letter and the spirit of several California laws and executive orders in terms of “Complete Streets”, “Vision Zero” and Climate Action of course.

"Climate Action"

Several local politicians have tried to make a name for themselves in this area by looking especially green. For example Ian Bain, Giselle Hale, Michael Smith, etc. have sat on the board of Peninsula Clean Energy (PCE) to make a "greener" name for themselves.
The City Manager, Ian Bain, Giselle Hale, Michael Smith and pretty much the rest of the council have been embarrassed just recently when **real Climate Activists** at COP26 called out their particular scheme of 'greenwashing' carbon emissions on a large scale.
Instead of using PCE to push for greener and better technologies in California (V2H, V2G, geothermal) it turned out that **PCE is just a "Climate Shell Company"** and marketing plot to **'greenwash'** carbon emissions.
All PCE procurement sources lack '**Additionality**' and '**Emissionality**' - cases like these are called "greenwashing".
Our leaders nullified 12-20 years of climate action that residents asked for since 2009 and even before. Wasting valuable time of residents and staff on projects that don't intend to reduce carbon is highly unethical and unprofessional. The city manager of a city that has a high stake in Sea Level Rise should act more responsible.
In fact the creation of PCE essentially pushed out more electricity carbon through something known as '**Jevons Paradox**'.
Residents were told that if they pay PCE more they would advance renewable projects and their energy usage would be 100% "green". But residents were tricked and scammed by their local leaders.
Being connected to a “carbon greenwashing scheme” will be looked at unfavorably by current and future residents and our children.

"Vision Zero"

The council approved "Vision Zero", but the city manager failed in many, many projects already to enforce the necessary engineering methods for separation of speed and separation of power. The "Complete Streets"-, "Traffic Calming"- ,and "Safe-Routes-To-School" methodologies all call for the same thing: separation of speed and power. And if there is more speed and/or more space, more separation is required.
The traffic director failed in all those projects: Vera Ave (SRTS), Roosevelt Ave (SRTS), Redwood Ave (SRTS), Alameda de Las Pulgas, Middlefield Rd, Woodside Rd., Hopkins Ave, El Camino Real. and more. Safety has not improved at all.

"Transit-Oriented Development"

The council made the decision to create transit-oriented developments along El Camino Real. In modern neighborhoods like this the car is pushed to the perimeter or the underground, you never see them above ground and within the borders of the neighborhood. This is essential when building a new neighborhood from scratch.
What we have seen from city staff so far are 4-lane highways (2x driving, 2x parking) going right through the middle of the development, cutting again neighbors from neighbors and taking away valuable outdoor space. This is highly unprofessional and backwards planning.

We are also lacking bike lanes on El Camino Real and Woodside Road (currently “repaved and restriped”) that would lead into these projects. There are also no improvements on Safe-Routes-To-Transit streets like Brewster Ave and Jame Ave. Middlefield Road through downtown (just recently “repaved and restriped”) did not get bike lanes - right in front of city hall and the library. This is daringly unprofessional.

"Homeless Encampments and RVs"

The other day Council Member Reddy got embarrassed in front of the County Board of Supervisors when she claimed success on the Homeless and RV parking front. I can only assume she was fed false information by our City Manager, since we all know the encampments and RVs are still all over town.
The County had plans to upgrade the Maple Street Shelter in 2016 already. By 2018 we would have had over 400 shelter beds and a Navigation Center. According to Supervisor Horsley our City Manager stepped in and prevented this vision. So now next year the homeless shelter will be gone and we will have just a Navigation Center and basically only half the number of beds. All of this for a street and a bridge neither Inner Harbor nor Bair Island residents wanted.

"Equity"

The council promised more equity for residents. So far the city manager hired an equity and inclusion officer and talked about an equity mural. Other than that we have not seen any signs of additional equity in projects like Vera Ave., Roosevelt Ave., School Closures and SRTS, Middlefield Rd. connecting several "Communities of Concern", "Slow Streets" which first disappeared in "Equity Focus Areas", Hoover ES SRTS, Taft ES SRTS, Woodside Rd bringing Highschool students to Woodside High, Climate Action mitigation, Ferry Service. Samtrans routes are disappearing, ...
Not for any of these projects have we seen any real 'Equity Evaluation' by city manager and staff. On the contrary, staff and city manager even swindled themselves into Grant money for the Hopkins Ave project by pretending our Mayor and Vice Mayor live in an "Equity Focus Area". Stambaugh St - in an Equity Focus Area hit by noise pollution, air pollution and lack of outdoor space, lost its status as a “Slow Street” first, despite the fact that in a survey 100% of residents wanted to keep it. But city staff and leadership didn’t want to stand up for Equity.

There are plenty of more topics to talk about like the wasteful overspending on transportation projects pushing more cars onto instead of getting them off the roads. When America wanted to get rid of smoking they certainly didn’t make cigarettes cheaper and smoking more convenient.
They made smoking inconvenient and improved the health of smokers and non-smokers at the same time.
Raises should be tied to performance and our city manager has moved Redwood City backwards and way behind communities in other parts of the state, the country and the world. In other parts of the world, improving the lives of seniors, children, residents, disabled residents, walking and cycling residents is one of the main goals of city leaders. Improving education, transportation, recreation are valuable goals respected leaders around the world are pushing for.
The only thing our city council is pushing for are more taxes and fees that then flow into outsized employee salaries and super-sized employee garages.

With better leadership, Redwood City could do so much better.

best regards,
Gerd Stieler
Advocating for children, seniors, healthy communities, livable neighborhoods, safe-routes-to-school, real climate action and quality-of-life.

From: Cheryl Easterbrook
To: GRP-City Council
Subject: CC Agenda 11/22/2021--Item 9B
Date: Monday, November 22, 2021 1:31:26 PM

Mayor and Councilmembers,
Redwood City residents need a third-party disinterested review if any increases are to be considered for the City Manager and City Attorney. Professional executive staff should be the first to insist on it. Both offices have significantly increased their staffing and budget under current management.
Regards,
Cheryl Easterbrook

MGR-Crystel Tuifua

Subject: FW: City Council Public Comment on Agenda item 9B

From: [redacted]>
Sent: Sunday, November 21, 2021 11:04 AM
To: GRP-City Council <council@redwoodcity.org>
Subject: City Council Public Comment on Agenda item 9B
Dear City Council Members and Staff,

I am writing in to express the fact that I am against the raises for the City Manager and City Attorney. I think it was the last City Manager that compared himself to the CEO of a private company. Unfortunately, or fortunately as the case may be that kind of talk has permeated the city. The reality is that a lot of private company CEO's make less than some of their employees and I am NOT talking about those that only take a symbolic cash compensation package of one dollar per year. The reason they do this is that they understand that they are managers and sometimes need specific expertise that is more expensive.

To have a clause that guarantees the City Manager a ten percent premium over all other employees is downright offensive. It leads to the creation of a two-tier employment structure: low pay employees whose pay is kept artificially low so as to not increase the overall city payroll and a separate tier of very highly paid employees who are really the reason why the low pay employees must be paid less but also allow the City Manager to keep arguing for additional raises. While I strongly disagree with the raises to begin with, an ethical city structure has no business pegging a salary of a manager to one of his/her underlings especially when he/she is responsible to a large extent for approving those raises. It raises real conflict of interest issues and does a disservice to the organization as a whole.

In addition, if the only reason a person serves this city is because of money, we should also not be interested in that candidate. Having the most expensive and richly rewarded team only proves that both the organization and the individuals involved are not motivated by anything other than money to the detriment of the citizens they purport to represent and help. I strongly recommend that the city starts motivating its staff with more than just money.

Please do not approve this package and especially not its structure.

Thank-you.

Tania Sole
Docktown Resident

MGR-Crystel Tuifua

From: Daniela Gasparini [redacted] >
Sent: Monday, November 22, 2021 4:31 PM
To: GRP-City Council
Cc: Contact-Susie Peyton
Subject: Public comment re: support for a community art center

You don't often get email from danigasparini@comcast.net. Learn why this is important

1.
2. Mayor Howard, Vice Mayor Hale and members of the City Council,

I wanted to join Susie Peyton and others, this evening to make these comments during the Public Comment section of your meeting, however find myself with another community meeting conflict. Please accept these comments as emailed.

As a former Mayor and a property owner in the downtown, I wanted to highlight the economic benefits a community art center might add to the City of Redwood City. I must however stop and thank each of you so very much for your thoughtful care of this city. So very many of us appreciate the limited resources and the unlimited opinions of how we see those funds spent (or not spent in some cases). Redwood City is a leader in economic

development, environmental issues, housing, childcare, transportation just to name a few. And I don't need to name them, because you all have worked tirelessly to work towards solutions and many are not easy and yet with some topics I feel like we tend to be myopic, so thank you for always looking at the BIG PICTURE…However a community art center, I feel, is the one place that unites our communities, our cultures, our differences AND opinions.

Art & Culture is the one thing (or place) that is meant to speak all languages, represent all people, all thoughts, all expression. It is a place where we unite, communicate, learn and be.

We have perfect examples of these kinds of feelings/vision by looking at what the Fox Theater, Dragon Theater, the movie theater, the many music events and the historical and cultural events the museum has brought to our city have brought to Redwood City. Because of these locations these places, people from all over our County and even beyond are coming here to visit, eat, play and stay. These centers have brought economic benefit to the businesses surrounding these places. Once again thank you for having the vision to restore the courthouse square and museum, for supporting the restoration and the Fox Theater and providing grants to organizations like Dragon Theater, Casa Circulo Cultural and your support of the art events like the Chalk Art & Faire…and most of all creating the community benefit for public art within development agreements.

Let me also state, "according to the Americans for the Arts report 53% of businesses value arts partnerships and 68% of tourism in the US is driven by art." As Susie may have already pointed out that more than 50% (57%) of those surveyed felt this art center would "increase economic vitality"

Two of my favorite quotes from the survey (beside my own…hehehehe) :

"This would save our family from having to go to San Francisco or San Jose for art. We'd rather spend our money here to support our local economy. Thank you!"

"An art center downtown encourages people to go and do an art activity. While they are there, they buy an art piece. Then they'll want lunch and will eat out in one of the downtown restaurants. It's a good idea and beneficial to both the community and economy."

I have pledged my support in helping Susie raise the necessary funds to support a feasibility study. We hope you will find this endeavor as exciting and beneficial as we do. Thank you again for all you do.

Happy Thanksgiving

Dani Gasparini
[redacted]
Cell: [redacted]
[redacted]