

Jeff Gee, Mayor
Lissette Espinoza-Garnica, Vice Mayor
Alicia C. Aguirre, Council Member
Kaia Eakin, Council Member
Diane Howard, Council Member
Elmer Martinez Saballos, Council Member
Chris Sturken, Council Member



MEETING LOCATION
CITY OF REDWOOD CITY
COUNCIL CHAMBERS
1017 Middlefield Road
Redwood City, CA 94063
www.redwoodcity.org

Virtual via Zoom:
redwoodcity.zoom.us
Meeting ID: 994 8182 5639

**JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY
REGULAR MEETING AGENDA
Monday, October 2, 2023
6:00 PM**

Please turn off all electronic devices before the start of the meeting to prevent disruptions

PURSUANT TO THE RALPH M. BROWN ACT, THIS MEETING WILL BE HELD IN PERSON. To maximize transparency and public access, while the primary meeting takes place at the Redwood City meeting location, members of the public may attend in person at the Redwood City meeting location, or observe the remotely as provided below.

OBSERVE THE MEETING REMOTELY: City Council meetings are 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 www.redwoodcity.org. To observe the meeting via Zoom, visit redwoodcity.zoom.us, select “Join” and enter **Meeting ID 994 8182 5639**.

PUBLIC COMMENT: *All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor.* Public comment is accepted **in person** at the physical meeting location, **or via email to publiccomment@redwoodcity.org**. If submitting comments by email, please indicate the corresponding agenda item number in the subject line. Emailed comments within the City’s subject matter jurisdiction received by 5:00 p.m. on the meeting date will be read into the record during the meeting.

AGENDA MATERIALS:
City Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at the City Clerk’s Office, 1017 Middlefield Road and Redwood City Library, 1044 Middlefield Road, Redwood City, CA 94063, in a public binder at each City Council meeting, and on 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 Yessika Castro, Interim City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address ycaastro@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 - Led by Mayor Gee**
4. **PRESENTATIONS/ACKNOWLEDGEMENTS**
 - 4.A. **Proclamation recognizing Filipino Heritage Month**
5. **PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ITEMS NOT ON THE AGENDA**
6. **CONSENT CALENDAR** Page 6
 - 6.A. **Water connection and service for a proposed single-family house at 11 Agua Vista Court (APN 068-031-210, 068-031-200), in unincorporated San Mateo County, CA**

Recommendation:

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water service outside jurisdictional boundaries to the proposed single-family house at 11 Agua Vista Court (APN 068-031-210, 068-031-200), in unincorporated San Mateo County, pursuant to Government Code Section 56133.

CEQA:

The California Environmental Quality Act (CEQA) does not apply to this project because CEQA does not apply to ministerial projects; the proposed project is a ministerial project pursuant to Senate Bill 9 (California Government Code Section 66411.7). Additionally, the recommended action is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303(d) Class 3 (New Construction or Conversion of Small Structures), as it involves extension of water connection and service to a new single-family residence.

6.B. Stormwater Treatment Measures Maintenance Agreement with Metropolitan Life Insurance Company for development at 351 Galveston Drive

Recommendation:

By motion, approve and authorize the City Manager to execute a Stormwater Treatment Measures Maintenance Agreement with Metropolitan Life Insurance Company.

CEQA:

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

6.C. Agreement for Services between the City of Redwood City and the Redwood City School District for 2023-2024 extended day learning services

Recommendation:

By motion, approve and authorize the City Manager or their designee to execute the Agreement for Services between the City of Redwood City and the Redwood City School District for 2023-2024 extended day learning services.

CEQA:

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

6.D. Agreement for Services between the City of Redwood City and Belmont Redwood Shores School District for 2023-2024 after school enrichment services

Recommendation:

By motion, approve and authorize the City Manager to execute the Agreement for Service between the Belmont Redwood Shores School District and the City of Redwood City to provide extended day enrichment service for the 2023-2024 school year for an amount not to exceed \$107,000.

CEQA:

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

6.E. Waive second reading and adopt an Ordinance amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code to provide for local regulations on bingo games in Redwood City in compliance with State law

Recommendation:

Waive the second reading and adopt an Ordinance amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code to provide for local regulations on bingo games in Redwood City in compliance with State law.

CEQA:

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

6.F. Approval of Settlement Agreement between Emilio Diaz and the City of Redwood City to resolve his claims in litigation entitled Fambrough et al. v. City of Redwood City (Case No. 17CIV05387) and Redwood City v. Emilio Diaz (Case No. 18UDL00811)

Recommendation:

By motion, approve Settlement Agreement between Emilio Diaz and the City of Redwood City.

CEQA:

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

6.G. Approve September 11, 2023 and September 18, 2023 City Council Minutes

6.H. Approve claims and checks from October 2, 2023 to October 9, 2023 and the usual and necessary payments through October 9, 2023

7. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS

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7.A. Approve Transportation Advisory Committee Work Plan for Fiscal Years 2023-2024 and FY 2024-2025

Recommendation:

By motion, approve Transportation Advisory Committee Work Plan for Fiscal Years 2023-2024 and FY 2024-2025.

CEQA:

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

7.B. Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025

Recommendation:

By motion, approve the proposed Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025.

CEQA:

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

8. PUBLIC HEARINGS - None

9. STAFF REPORTS - None

10. STUDY SESSIONS

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10.A. Study Session on activities to advance the City Council's Strategic Priority of Children and Youth

Recommendation:

Hold a Study Session and receive individual City Council Member input on activities to advance the City Council's Strategic Priority of Children and Youth. No formal action will be taken.

CEQA:

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

10.B. Study Session on the City’s Climate Action Plan and sustainability efforts including preliminary findings on the Sea Level Rise Vulnerability Assessment, status update on the Disposable Foodware Ordinance, Green Infrastructure implementation, the development of the City’s Urban Forest Plan, and the City’s Sustainability Incentive Program

Recommendation:

Receive an update on City’s Climate Action Plan and sustainability efforts and provide individual City Council Member input. No formal action will be taken.

CEQA:

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

11. MATTERS OF COUNCIL INTEREST

11.A. City Council Member Report of Conferences Attended

11.B. City Council Committee Reports

- A. Utilities Sub-Committee**
- B. Finance/Audit Sub-Committee**
- C. Governance Sub-Committee**
- D. Transportation / Mobility Sub-Committee**

11.C. City Manager (Oral) Update

12. ADJOURNMENT - The next City Council meeting is scheduled for October 9, 2023



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

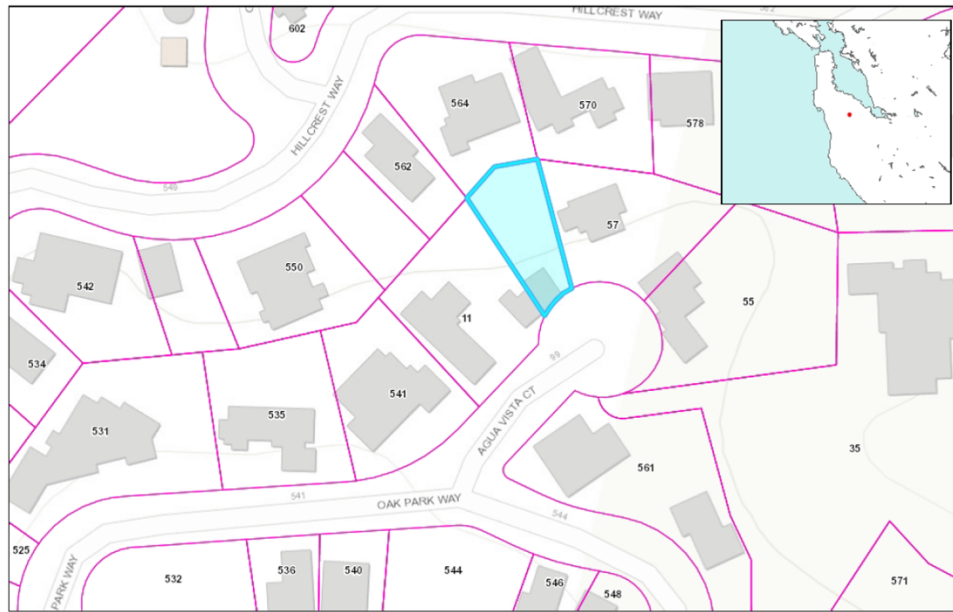
Water connection and service for a proposed single-family house at 11 Agua Vista Court (APN 068-031-210, 068-031-200), in unincorporated San Mateo County, CA

RECOMMENDATION

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water service outside jurisdictional boundaries to the proposed single-family house at 11 Agua Vista Court (APN 068-031-210, 068-031-200), in unincorporated San Mateo County, pursuant to Government Code Section 56133.

BACKGROUND

The property at 11 Agua Vista Court is in unincorporated County of San Mateo (County) (APN 068-031-210, 068-031-200). The County approved a lot split in December 2022. The owner has applied to the County to develop the vacant lot and construct a new single-family home on the parcel. The City of Redwood City is not currently providing water service to the parcel. As a condition of approval, the County requires the property owner to secure a new water connection and service from the City of Redwood City for the proposed residence.



11 Agua Vista Court – Project Location

The City must receive LAFCo approval in order to provide water service to the property. The parcel is located outside of Redwood City’s jurisdictional boundaries, but is within the City’s sphere of influence and water service area.

ANALYSIS

The occasional addition of a residential water connection is consistent with the City’s General Plan and Urban Water Management Plan. Both plans contemplate growth for areas within the City’s sphere of influence and water service area.

Staff recommends the City request LAFCo’s approval to extend water service outside the City’s jurisdictional boundaries to 11 Agua Vista Court pursuant to Government Code Section 56133. LAFCo requires the City Council’s authorization, by resolution, of requests made for new services. The water service connection proposed for the single-family residence at 11 Agua Vista Court is subject to the following conditions and fees:

1. Property owner shall obtain LAFCo approval of the application for the proposed water service connection;
2. Property owner shall pay LAFCo fees;
3. After approval of the construction drawings by the San Mateo County Building Department and upon application for new water service, property owner shall pay all applicable Redwood City fees, including connection fees associated with providing proposed water service;
4. Property owner shall pay the City’s water service annexation fees;
5. Property owner shall install a new water service line;

6. Property owner shall be responsible for the design, construction, and connection of any water main modifications or extensions necessary to provide adequate flow for domestic use and fire suppression, in accordance with City Code Section 38.26 and as determined by City and the Fire Marshall within the local jurisdiction;
7. Property owner shall pay the fees for any construction permit in connection with improvements for new water service and shall pay associated costs for plan review and inspections;
8. Property owner shall obtain City encroachment permit for work relating to the water line connection;
9. Property owner shall adhere to all review comments and conditions of service stated by the City; and
10. Property owner shall execute a Declaration of Restriction (Attachment B) and record it with the County of San Mateo.

FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to this project because CEQA does not apply to ministerial projects; the proposed project is a ministerial project pursuant to Senate Bill 9 (California Government Code Section 66411.7). Additionally, the recommended action is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303(d) Class 3 (New Construction or Conversion of Small Structures), as it involves extension of water connection and service to a new single-family residence.

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 the application to LAFCo for the extension of service which would result in the denial of water connection and service to the proposed single-family residence.

ATTACHMENTS

Attachment A – Resolution

Attachment B – Declaration of Restriction

REPORT PREPARED BY:

Avery Lai, Assistant Engineer
alai@redwoodcity.org
(650) 780-7366

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AUTHORIZING APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION REQUESTING APPROVAL FOR EXTENSION OF WATER SERVICES TO 11 AGUA VISTA COURT (APN 068-031-200 and 068-031-210) OUTSIDE JURISDICTIONAL BOUNDARIES PURSUANT TO GOVERNMENT CODE SECTION 56133

WHEREAS, the property located at 11 Agua Vista Court, APN 068-031-200 and 068-031-210 (the “Property”), Unincorporated San Mateo County, California is outside the jurisdictional boundaries of the City of Redwood City (the “City”), but inside the City’s sphere of influence and water service area; and

WHEREAS, the County of San Mateo is processing an application for the construction of a new single-family home on the Property; and

WHEREAS, the County of San Mateo’s approval of the building permits is conditioned upon the property owner obtaining a new water connection and service for the proposed residence from the City; and

WHEREAS, the property owner has requested that the City provide water services to the proposed single-family home on the Property; and

WHEREAS, the California Environmental Quality Act (“CEQA”) does not apply to this project because CEQA does not apply to ministerial projects; the proposed project is a ministerial project pursuant to Senate Bill 9 (California Government Code Section 66411.7). This project is also categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303(d) (New Construction or Conversion of Small Structures).

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

1. The City Manager or their designee is hereby authorized to submit an application to the Local Agency Formation Commission (“LAFCo”) requesting approval of an extension of the water service outside the City’s jurisdictional boundaries, and within the City’s sphere of influence and water service area to 11 Agua Vista Court, Unincorporated San Mateo County, California (APN 068-031-200 and 068-031-210) pursuant to California Government Code Section 56133 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

2. The water service connection proposed for the single-family residence at the property is subject to the following conditions and fees:

- a. Property owner shall obtain LAFCo approval of the application for the proposed water service connection;
- b. Property owner shall pay LAFCo fees;
- c. After approval of the construction drawings by the San Mateo County Building Department and upon application for new water service, property owner shall pay all applicable City fees, including connection fees associated with providing proposed water service;
- d. Property owner shall pay the City's water service annexation fees;
- e. Property owner shall install new water service lines;
- f. Property owner shall be responsible for the design, construction, and connection of any water main modifications or extensions necessary to provide adequate flow for domestic use and fire suppression, in accordance with City Code Section 38.26 and as determined by the City and the Fire Marshal within the local jurisdiction;
- g. Property owner shall pay the fees for any construction permit in connection with improvements for new water service and shall pay associated costs for plan review and inspections;
- h. Property owner shall obtain a City encroachment permit for work relating to the water line connection;
- i. Property owner shall adhere to all the review comments and conditions of service stated by the City; and
- j. Property owner shall execute a Declaration of Restriction and record it with the County of San Mateo.

3. The Local Agency Formation Commission (LAFCo) of San Mateo County is hereby requested to take proceedings in the manner provided by California Government Code Section 56133.

* * *

**RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:**

**LOCAL AGENCY FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063**

**With a copy to:
CITY CLERK
CITY OF REDWOOD CITY
P.O. BOX 391
1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94064**

APN: 068-031-210, 068-031-200

**SPACE ABOVE RESERVED FOR RECORDER'S USE
Exempt from recording fee per Gov. Code § 27383.**

DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION ("Declaration") is made and entered into this _____ day of _____, 2023, by the Property Owner(s), James Gasiewski and Eileen Kollar, ("Owner").

WITNESSETH:

WHEREAS, Owner owns all that certain real property situated in the County of San Mateo, State of California, commonly known as APN 068-031-210, 068-031-200, 11 Agua Vista Court (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is located outside the jurisdictional boundaries of the City of Redwood City, a charter city and municipal corporation of the State of California, ("City"), and not contiguous to the City's boundary, but within the City's Sphere of Influence as determined by the San Mateo County Local Agency Formation Commission (the "Commission"); and

WHEREAS, on October 2, 2023, the City Council of the City adopted Resolution No. _____, authorizing the application by the City to the Commission requesting approval for extension of water service to serve a new single-family residence on the Property pursuant to Government Code Section 56133 and in compliance with Redwood City Municipal Code Chapter 38 (Water System Regulations); and

WHEREAS, as a condition to said water service connection, the Commission required the Owner to evidence consent to annexation to City and waiver of protest to such annexation in the event the Property were to be proposed for annexation to City; and

REV: 09-14-23 SK

WHEREAS, Owner desires to evidence such consent and waiver; and

WHEREAS, Owner understands that any future annexation to City is subject to any and all City rights and determinations, whether legislative, quasi-judicial, administrative, or however characterized, with respect to any proposed annexation of the Property to City.

A G R E E M E N T:

NOW, THEREFORE, Owner agrees as follows:

1. **CONSENT**. In the event that the Property shall be proposed for annexation to the City, Owner hereby consents to said annexation, and hereby waives Owner's rights to protest such annexation pursuant to the provisions of law governing such annexations.

2. **TAXES, OTHER CHARGES**. In the event annexation of the Property to City shall be duly approved by all agencies having jurisdiction thereof, Owner agrees that the Property shall be subject to any and all general, special, extraordinary, or additional taxes or assessments or any and all general, special extraordinary, or additional service charges, fees, or rates, levied against, imposed upon, or otherwise pertaining to the Property by any and all agencies, including the City, having jurisdiction thereof in the same fashion as other like property located within the territorial limits of City.

3. **SUCCESSORS**. This Declaration and all of the terms, conditions, covenants and declarations herein contained shall be binding upon, and shall inure to the benefit of, Owner, and Owner's administrators, heirs, assigns, and transferees.

4. **RUNS WITH THE LAND; RECORDATION**. This Declaration pertains to and shall run with the Property. Upon execution, this Declaration shall be recorded in the Official Records of San Mateo County.

5. **CAPTIONS**. Paragraph headings as used herein are for convenience only and shall not be deemed to affect the meaning or intent of the paragraph headed thereby.

[Signature page follows]

IN WITNESS WHEREOF, Owner has executed this Declaration the date and year first hereinabove written.

OWNER

James Gasiewski, Owner

Date: _____

[Signature must be notarized]

Eileen Kollar, Owner

Date: _____

[Signature must be notarized]

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 068-031-210 and 068-031-200

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOTS 27 AND 28, BLOCK 702, AS DESIGNATED ON THE MAP ENTITLED: "SUBDIVISION SEVEN AND EIGHT, HIGHLANDS OF EMERALD LAKE, INCLUDING RESUBDIVISION OF LOTS FOUR TO EIGHTEEN INCLUSIVE OF BLOCK 404, HIGHLANDS OF EMERALD LAKE, SUBDIVISION FOUR", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON APRIL 1, 1929 IN BOOK 17 OF MAPS AT 41 AND 42.

PARCEL TWO:

LOT 26, BLOCK 702, AS DESIGNATED ON THE MAP ENTITLED: "SUBDIVISION SEVEN AND EIGHT, HIGHLANDS OF EMERALD LAKE, INCLUDING RESUBDIVISION OF LOTS FOUR TO EIGHTEEN INCLUSIVE OF BLOCK 404, HIGHLANDS OF EMERALD LAKE, SUBDIVISION FOUR", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON APRIL 1, 1929 IN BOOK 17 OF MAPS AT 41 AND 42.

PURSUANT TO THE RESOLUTION RECORDED DECEMBER 5, 1979 IN INSTRUMENT NO. 94703-AO, BOOK 7920 OF OFFICIAL RECORDS, PAGE 835, SAN MATEO COUNTY RECORDS.



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Stormwater Treatment Measures Maintenance Agreement with Metropolitan Life Insurance Company for development at 351 Galveston Drive

RECOMMENDATION

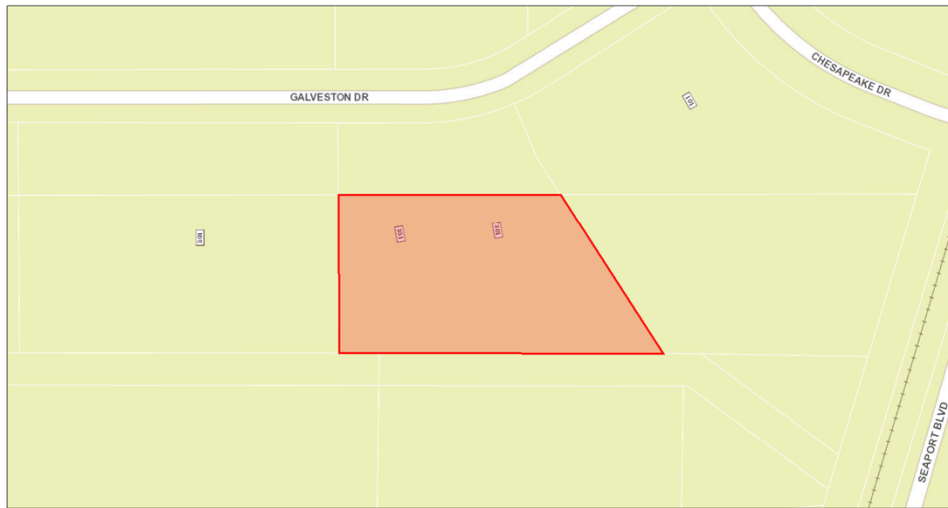
By motion, approve and authorize the City Manager to execute a Stormwater Treatment Measures Maintenance Agreement with Metropolitan Life Insurance Company.

STRATEGIC PLAN GUIDING PRINCIPLE

Economic Vitality

BACKGROUND

Tenant improvement and site improvement projects at 351 Galveston Drive includes a substantial commercial remodel (Permits B21-2356, and B22-1112). Because of the scope of the construction, under the City's Green Infrastructure Ordinance, the property owner was required to install stormwater treatment features for 351 Galveston Drive as a part of the project to improve the quality of water flowing to San Francisco Bay.



Project Location Map

ANALYSIS

The stormwater treatment features installed at 351 Galveston Drive require a Stormwater Treatment Measures Maintenance Agreement to ensure the treatment features, including all structures, improvements, and vegetation provided to control the quantity and quality of stormwater, will be properly maintained, and document the City's ability to access and inspect the treatment features.



Bio-retention Area Example – San Mateo County Water Pollution Prevention Program

FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

ENVIRONMENTAL REVIEW

The approval of the agreement is an activity that 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 approve the agreement for the project; however, this would be contrary to the intent of both parties.

ATTACHMENTS

Attachment A – Stormwater Treatment Maintenance Measures Agreement

REPORT PREPARED BY:

James O'Connell, Senior Civil Engineer
joconnell@redwoodcity.org
(650) 780-5923

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attention: City Clerk

(Space Above This Line For Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383

**STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT
351 Galveston Drive**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2023 ("Effective Date"), by and between the City of Redwood City ("City") and Metropolitan Life Insurance Company, a New York corporation ("Developer") (together, the "Parties") with reference to the following facts:

RECITALS

A. Developer is the current fee owner of that certain real property consisting of approximately 2.0 acres located within the City of Redwood City, County of San Mateo, State of California, described in Exhibit "A", attached hereto, and incorporated herein by reference (the "Property").

B. On April 1, 2022, the Zoning Administrator of the City of Redwood City approved Architectural Permit number AP2022-002, for a commercial tenant improvement, on the Property subject to certain conditions of approval ("Conditions").

C. On November 19, 2015, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-0049, amending the San Mateo Countywide NPDES Municipal Stormwater Permit (Order 99-059, CAS0029921) (the "NPDES Permit").

D. Provision C.3 of the NPDES Permit, as it may be amended or reissued from time to time, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures will be adequately operated and maintained by entities responsible for the stormwater treatment measures.

E. Attached hereto as Exhibit "B", and incorporated herein by this reference, is a legible reduced-scale copy of the site plan showing the stormwater treatment measures that are to be located or to be constructed on the Property, hereinafter referred to as the "Site Plan."

F. Attached hereto as Exhibit "C", and incorporated herein by this reference, is an "Inspection and Maintenance Checklist" which describes Developer's maintenance activities to be performed pursuant to this Agreement.

G. City is the permittee public agency with jurisdiction over the Property.

H. Developer recognizes that the stormwater treatment measure(s) more particularly described and shown on the Site Plan must be installed and maintained as

indicated in this Agreement and as required by the NPDES Permit or other regulatory agencies having jurisdiction, as well as the Conditions.

I. Full-scale plans of measures shown on the Site Plan and any amendments thereto are on file with City's Engineering and Transportation Division.

J. City and Developer agree that the health, safety and welfare of the citizens of City require that the stormwater treatment measure(s) detailed in the Site Plan be constructed and maintained on the Property.

K. City's Stormwater Management and Discharge Control Program Ordinance, Stormwater related guidelines, criteria and other written directions ("City Stormwater Regulations") require that the stormwater treatment measure(s), as shown on the approved Site Plan, be constructed and maintained by Developer.

AGREEMENT

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

1. Construction of Treatment Measures. The on-site Stormwater treatment measure(s) shown on the Site Plan will be constructed by Developer in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto which have been approved by City in conformance with City Stormwater Regulations.

2. Operation & Maintenance Responsibility. This Agreement will serve as the signed statement by Developer accepting responsibility for operation and maintenance ("O&M") of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity.

3. Maintenance of Treatment Measures. Developer will not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that lessens its effectiveness. Developer will also, at its sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to City and in accordance with the Site Plan and Inspection and Maintenance Checklist. Developer's responsibilities in the foregoing sentences extend to all measures described in the Site Plan, including, without limitation, all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described measures in good working condition so that these measures continue to operate as originally designed and approved. The Inspection and Maintenance Checklist will include a detailed description of and schedule for long-term maintenance activities of the stormwater treatment measures.

4. Sediment Management. Developer will appropriately manage sediment accumulation resulting from the normal operation of the stormwater treatment measure(s). Developer will provide for the removal and disposal of accumulated sediment in a manner that complies with all federal, state and local law and regulations. Disposal of accumulated

sediment or debris will not occur on the Property.

5. Term. This Agreement will commence immediately upon the Effective Date and will continue in perpetuity until and unless terminated by City.

6. Annual Inspection and Report. Developer will, on an annual basis, complete a Treatment Measure Operation and Maintenance Inspection Report ("Annual Report"). The Annual Report will include all completed Inspection and Maintenance Checklists for the reporting period and will be submitted to City in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. Developer will submit the Annual Report no later than December 31 of each year, under penalty of perjury, to Office of the City Engineer, 1017 Middlefield Road, Redwood City, CA 94063 or another member of City staff as directed by City. The Annual Report will include a record of the volume of all accumulated sediment removed as a result of the treatment measure(s). Developer will conduct a minimum of one (1) annual inspection of the stormwater treatment measure(s) between August 1st and October 1st each year. City may require more frequent inspections. The results of inspections will be recorded on the Annual Inspection Report.

7. Necessary Changes and Modifications. At its sole expense, Developer will make changes or modifications to the stormwater treatment measure(s) as City reasonably determines are necessary to ensure that the stormwater treatment measure(s) are properly maintained and continue to operate as originally designed and approved.

8. Access to the Property. Developer hereby grants permission to City; the San Francisco Bay Regional Water Quality Control Board (the "Regional Board"); the San Mateo County Mosquito Abatement District (the "Mosquito Abatement District"); and their authorized agents and employees to enter the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that the stormwater treatment measure(s) are being properly maintained and are continuing to perform in a manner adequate to protect water quality and the public health and safety. This includes the right to enter the Property whenever there is a reasonable basis to believe that a violation of this Agreement, City Stormwater Regulations, or the NPDES Permit, and any amendments or re-issuances of the NPDES Permit is occurring, has occurred or threatens to occur. The above listed agencies may also enter the Property when necessary for abatement of a public nuisance or correction of a violation of City Stormwater Regulations. City, the Regional Board, or the Mosquito Abatement District will provide reasonable (as may be appropriate for the particular circumstances) notice to Developer before entering the property.

9. Failure to Maintain Treatment Measures. In the event Developer fails to maintain the stormwater treatment measure(s) as shown on the approved Site Plan in good working order acceptable to City and in accordance with the Inspection and Maintenance Checklist, City and its authorized agents and employees may enter the Property and take whatever steps it deems necessary and appropriate to return the stormwater treatment measure(s) to good working order. City will provide reasonable notice before such entry, provided that notice will not be necessary if emergency conditions require immediate remedial action. This provision will not be construed to allow City to erect any structure of a

permanent nature on the Property. It is expressly understood and agreed that City is under no obligation to maintain or repair the stormwater treatment measure(s) and in no event will this Agreement be construed to impose any such obligation on City.

10. Reimbursement of City Expenditures. In the event City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the stormwater treatment measure(s) to good working order as indicated in Section 9 (Failure to Maintain Treatment Measures), or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, Developer will reimburse City for costs incurred by the City hereunder. Developer will make such reimbursement payments within thirty (30) days of receiving an invoice from City. If these costs are not paid within the prescribed time period, City may assess Developer the cost of the work, both direct and indirect, and applicable penalties. Said assessment will be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by City. The actions described in this section are in addition to, and not in-lieu-of, any and all legal remedies as provided by law, available to City as a result of Developer's failure to maintain the stormwater treatment measure(s).

11. Indemnification. Developer will indemnify, hold harmless and defend City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, costs and expenses, including attorney's fees, claimed or which might arise or be asserted against City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the stormwater treatment measure(s) by Developer or City (each, individually, a "Claim," and collectively, "Claims"). In the event such a Claim is asserted against City, its authorized agents, officers, officials or employees, City will promptly notify Developer and Developer will defend at its own expense any suit based on such Claim. This section will not apply to any Claims that arise due to the gross negligence or willful misconduct of City. This Section 11 will survive the early termination of this Agreement.

12. Insurance. Developer will obtain and maintain in full force and effect during the term of this Agreement the following insurance policies:

12.1 General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

12.2 Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One

Million Dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. The Workers' Compensation and Employer's Liability Insurance will not be required if Developer has no employees and provides, to the City's satisfaction, a declaration stating this. Such declaration is attached hereto as Exhibit "D".

12.3 Auto Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars (\$1,000,000) per accident. If Developer owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

12.4 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City either Developer's insurer will reduce or eliminate the deductibles or self-insured retentions with respect to City, its Council, commissions, boards, committees, officers, employees and agents or Developer will procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(a) Precluding cancellation or reduction in 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, postage prepaid;

(b) Providing that Developer's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

(c) Naming City, its Council, commissions, boards, committees, officers, employees, and agents as additional insureds; and

(d) Providing that Developer's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees, and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees, and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability assumed by Developer under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

12.6 In the event that Developer's insurance is cancelled, Developer will provide replacement coverage, or all work must cease as of the cancellation date until replacement insurance coverage is provided.

13. No Additional Liability. It is the intent of this Agreement to insure the proper maintenance of the stormwater treatment measure(s) by Developer; provided, however, that this Agreement will not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by stormwater runoff.

14. Performance Financial Assurance. City may request Developer to provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to City Stormwater Regulations.

15. 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 Developer under this Agreement.

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

For Developer:
Metropolitan Life Insurance Company
c/o Seaport Centre Manager
701 Chesapeake Drive
Redwood City, CA 94063

With a copy to:
c/o MetLife Real Estate
425 Market Street, Suite 1050
San Francisco, CA 94105
Attention: Director, EIM

c/o MetLife Real Estate
425 Market Street, Suite 1050
San Francisco, CA 94105
Attention: Associate General Counsel

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail, return receipt requested. 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.

16. Assignment by Developer. Developer may assign its obligations under this Agreement only with the City Manager's prior written approval. In connection with such assignment, Developer and its assignee will execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney. City agrees and acknowledges that the form attached hereto as Exhibit "E" is an acceptable form of assignment and assumption agreement (provided, however, that City shall not unreasonably withhold approval to other forms of assignment and assumption agreements). Notwithstanding the foregoing, Developer may sell and/or grant fee title to the Property and thereby transfer all of its obligations under this Agreement to its successors. Upon the sale and/or grant of Developer's entire fee interest in the Property, Developer's obligations under this Agreement will inure to its successor-in-

interest and Developer will thereafter be released from its obligations under this Agreement with respect to the Property.”

17. Assignment By City. City may assign its rights and obligations under this Agreement to a municipal services district or other public agency without Developer's consent.

18. Covenant Running with the Land. This Agreement pertains to and runs with the Property in perpetuity, and will be recorded against the Property at Developer's expense. This Agreement binds the assigns and successors-in-interest of Developer, including any transferee of a fee interest in the Property. City and its successors and assigns, in the event of any breach of this Agreement, will have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Developer or its permitted successors and assigns to enforce the curing of such breach.

19. Release of Agreement. In the event that City determines that the stormwater treatment measure(s) located on the Property are no longer required, then City, at the request of Developer will execute a release of this Agreement, which Developer will record at Developer's expense. City reserves the option to record such release of this Agreement. The stormwater treatment measure(s) will not be removed from the Property unless such a release is so executed and recorded.

20. Miscellaneous.

20.1 Entire Agreement, Amendments, Recitals. This Agreement contains the entire understanding and agreement of the Parties. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement. All recitals set forth above are incorporated by reference into this Agreement.

20.2 Paragraph Headings. Paragraph headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

20.3 Governing Law, Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement will be brought only in the Superior Court of the County of San Mateo, State of California.

20.4 Compliance with Laws. Developer will comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer will, at its own cost and expense, obtain all necessary permits and licenses for the Work (including encroachment permits as needed), give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the residential development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits will be furnished to the City Engineer upon request.

20.5 Counterparts. This Agreement may be executed in any number of counterparts which together will constitute the contract of the Parties.

20.6 Exhibits. All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein.

20.7 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect.

20.8 No Agency Relationship. Neither Developer nor any of Developer's agents, contractors or subcontractors are or will be considered to be agents of City in connection with the performance of any of Developer's obligations under this Agreement. Developer's relationship to City, if any, arising under this Agreement is strictly that of an independent contractor.

20.9 Attorneys' Fees and Costs. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party will be entitled to all costs of suit, reasonable attorneys' fees and such other costs as may be determined by the court.

20.10 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

20.11 Interpretation. The word "including" will be construed as if followed by the words "without limitation." All recitals to this Agreement are incorporated by reference as though fully restated herein. This Agreement will be interpreted as though prepared jointly by both Parties.

20.12 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

DEVELOPER

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: MetLife Investment Management, LLC,
a Delaware limited liability company,
its investment manager

By: _____

Print Name: Leland Low

Its: Authorized Signatory and Director

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
charter city and municipal corporation

Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

Pamela Aguilar, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

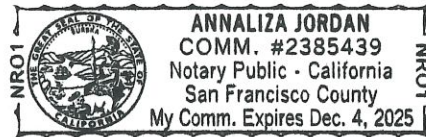
STATE OF CALIFORNIA)
) §
County of San Francisco)

On June 26, 2023, before me, Annaliza Jordan, a Notary Public, personally appeared Leland Low, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Annaliza Jordan
Signature of Notary



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

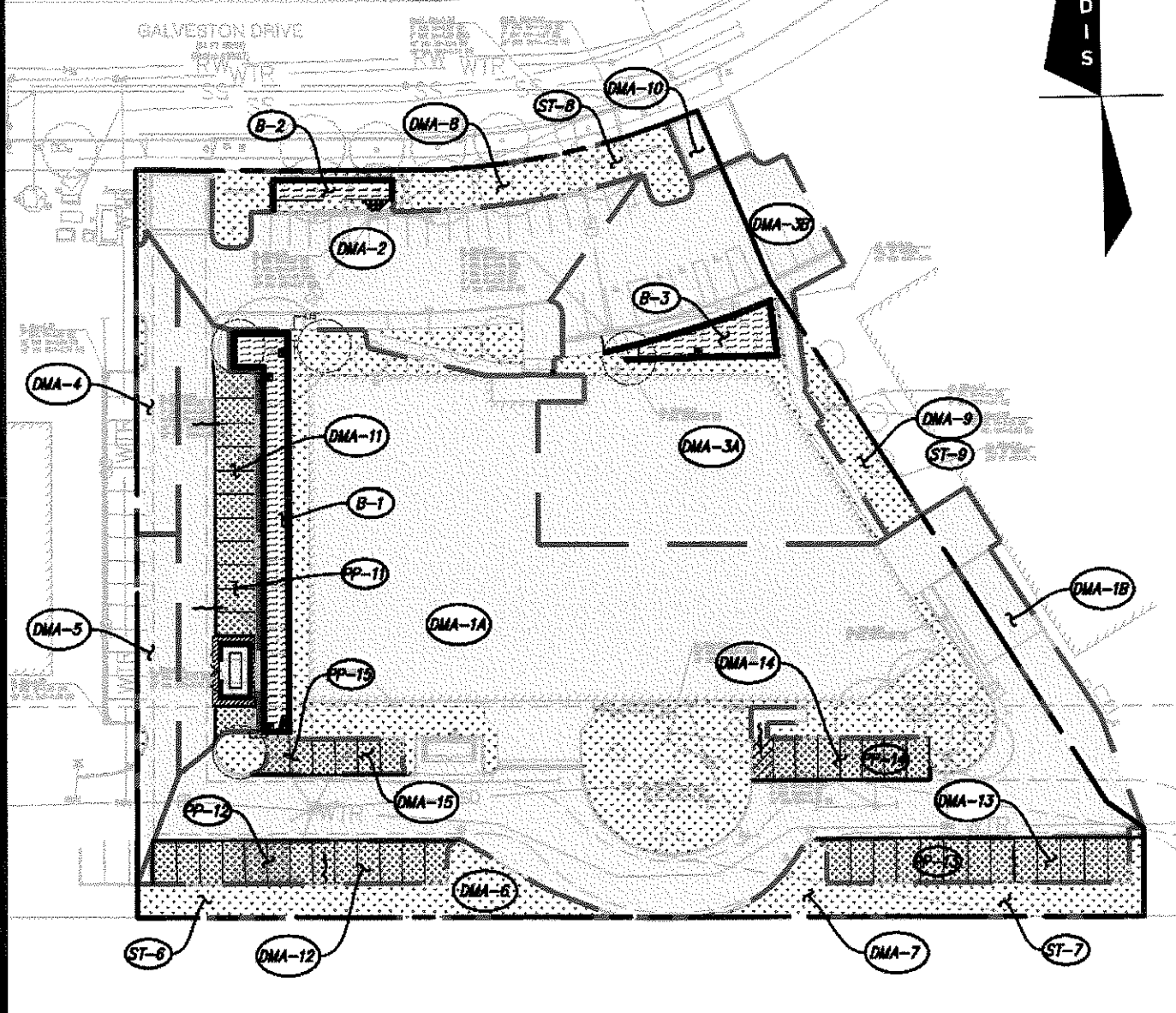
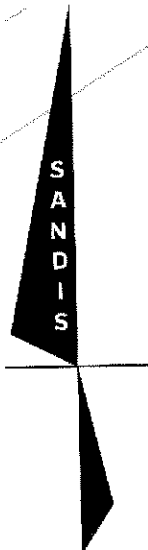
Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

PARCEL A , AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 85-12, BEING A DIVISION OF LOT 10 SEAPORT CENTRE (VOLUME 112 OF MAPS PAGES 4 THROUGH 6), CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JANUARY 24, 1986, IN BOOK 56 OF PARCELS MAPS AT PAGES 76 TO 77.

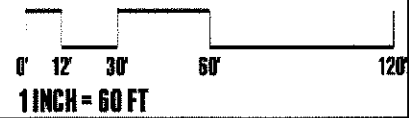
APN: 054-320-210 and 054-320-220

JPN: 112-004-000-018T [Portion] Formerly Known As 112-004-000-010T [Portion]

Exhibit "B" - Site Plan



ATTY/AGR-2023.018/Metropolitan Life Insurance Company (Page 11 of 25)



BUILD ON.
SANDIS.NET

DATE: 12-14-2022
SCALE: 1"=60'
BY: CL
PROJECT No.: 621077

**STORMWATER
MANAGEMENT EXHIBIT**

SHEET
B-1

File: X:\P\621077\4_ENGINEERING\3_EXHIBITS\2022-12-14 SMP\B-1.dwg Date: Dec 14, 2022 - 1:41 PM

REV: 06-22-2023 SK

**Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the City of Redwood City, California**

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address or APN: 054-320-210 and 054-320-220

Property Owner: _____

II. Contact Information:

Name of person to contact regarding this report: Long Nguyen

Phone number of contact person: (650) 207 - 4534 Email: longuyen@exactsciences.com

Address to which correspondence regarding this report should be directed:

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _____ to _____.

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

| Identifying Number of Treatment Measure | Type of Treatment Measure | Location of Treatment Measure on the Property |
|---|---------------------------|---|
| | | |
| | | |
| | | |

V. Summary of Inspections and Maintenance:

Summarize the following information using the attached Inspection and Maintenance Checklists:

| Identifying Number of Treatment Measure | Date of Inspection | Operation and Maintenance Activities Performed and Date(s) Conducted | Additional Comments |
|---|--------------------|--|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

VI. Sediment Removal:

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed?

- landfill
- other location on-site as described in and allowed by the maintenance plan
- other, explain _____

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

| Inspector Name and Title | Inspector's Employer and Address |
|--------------------------|----------------------------------|
| | |
| | |

VIII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: _____ Email: _____

**Bioretention Area¹ Maintenance Plan for
351 Galveston Drive Exterior Improvements**

10/17/2022



Project Address and Cross Streets.:
351 Galveston Drive, Redwood City, CA 94063

Assessor's Parcel No. 054-320-210 and 054-320-220

Property Owner: _____

Phone No.: _____

Designated Contact: Long Nguyen

Phone No.: (650) 207 - 4534

Mailing Address: longuyen@exactsciences.com

Bioretention areas function as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a ponding area, mulch layer, vegetation and biotreatment soil mix.

The property contains 3 bioretention area(s), located as described below and as shown in the attached site plan².

- **Bioretention Area No. 1** is located on the East side of the parcel.
- **Bioretention Area No. 2** is located on the North-West side of the parcel.
- **Bioretention Area No. 3** is located on the North-East side of the parcel.

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

| Table 1 Routine Maintenance Activities for Bioretention Areas | | |
|--|---|--|
| No. | Maintenance Task | Frequency of Task |
| 1 | Remove obstructions, debris and trash from bioretention area and dispose of properly. | Monthly, or as needed after storm events |
| 2 | Inspect bioretention area to ensure that it drains between storms and within five days after rainfall. If ponded water does not drain within five days, check if drains are clogged or consider removing the surface biotreatment soil and replacing with the approved soil mix and replant | Monthly, or as needed after storm events |
| 3 | Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment. | Monthly, or as needed after storm events |

¹ Bioretention areas include linear treatment measures designed to filter water through biotreatment soils. A bioretention area that has no waterproof liner beneath it and has a raised underdrain in the underlying rock layer to promote infiltration, as shown in Section 6.1 of the C.3 Regulated Projects Guide, may also be called a "bioinfiltration area".

² Attached site plan must match the site plan exhibit to Maintenance Agreement.

Bioretention Area Maintenance Plan
 Property Address: _____

Date of Inspection: _____
 Treatment Measure No.: _____

| Table 1 Routine Maintenance Activities for Bioretention Areas | | |
|--|---|---|
| 4 | Remove and replace all dead and diseased vegetation. | Twice a year |
| 5 | Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance. | Before wet season begins, or as needed |
| 6 | Inspect and, if needed, add mulch before the wet season begins. It is recommended that composted arbor mulch be applied once a year to maintain a 3" depth of mulch over all bare soil areas except within six inches of tree trunks. | Before wet season begins, or as needed |
| 7 | Inspect bioretention area using the attached inspection checklist. | Monthly, or after large storm events, and after removal of accumulated debris or material |

II. Prohibitions

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

III. Mosquito Abatement

Standing water should not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides should be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

San Mateo County Mosquito Abatement District
 1351 Rollins Road
 Burlingame, CA 94010
 PH: (650) 344-8592
 FAX: (650) 344-3843
 Email: info@smcmad.org

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist should be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Bioretention Area Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____
 Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: Monthly Pre-Wet Season
 After heavy runoff End of Wet Season
 Inspector(s): _____ Other: _____

| Defect | Conditions When Maintenance Is Needed | Maintenance Needed? (Y/N) | Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done) | Results Expected When Maintenance Is Performed |
|----------------------------------|---|---------------------------|--|--|
| 1. Standing Water | When water stands in the bioretention area between storms and does not drain within five days after rainfall. | | | There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains. |
| 2. Trash and Debris Accumulation | Trash and debris accumulated in the bioretention area. | | | Trash and debris removed from bioretention area and disposed of properly. |
| 3. Sediment | Evidence of sedimentation in bioretention area. | | | Material removed so that there is no clogging or blockage. Material is disposed of properly. |
| 4. Erosion | Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion. | | | Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly. |
| 5. Vegetation | Vegetation is dead, diseased and/or overgrown. | | | Vegetation is healthy and attractive in appearance. |
| 6. Mulch | Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth. | | | All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches. |
| 7. Miscellaneous | Any condition not covered above that needs attention in order for the bioretention area to function as designed. | | | Meet the design specifications. |

**Pervious Pavement Maintenance Plan for
351 Galveston Drive Exterior Improvements at**

10/17/2022

Project Address and Cross Streets: 351 Galveston Drive, Redwood City, CA 94063

Assessor's Parcel No.: 054-320-210 and 054-320-220

Property Owner: _____ Phone No.: _____

Designated Contact: Long Nguyen Phone No.: (650) 207 – 4534

Mailing Address: 101 Galveston Drive, Redwood City, CA 94063

The property contains 5 pervious pavement area(s), located and sized as described below and as shown in the attached site plan¹. Total square feet of pervious pavement on the site = 8,031 sq.ft.

- Pervious Pavement Area No. 11 is located at west side of the parcel
- Pervious Pavement Area No. 12 is located at southwest corner of the parcel
- Pervious Pavement Area No. 13 is located at southeast corner of the parcel
- Pervious Pavement Area No. 14 is located at southeast of the building
- Pervious Pavement Area No. 15 is located at southeast of the building

I. Routine Maintenance Activities

Types of pervious pavement include pervious concrete, porous asphalt, pervious pavers, permeable pavers, and reinforced grid paving. The principal maintenance objective is to prevent sediment buildup and clogging, which reduces infiltration capacity and pollutant removal efficiency. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

| Table 1 Routine Maintenance Activities for Pervious Pavement Areas | | |
|---|--|----------------------------|
| No. | Maintenance Task | Frequency of Task |
| 1 | Check for sediment and debris accumulation. Prevent soil from washing or blowing onto the pavement. Do not store sand, soil, mulch or other landscaping materials on pervious pavement surfaces. | Two to four times annually |
| 2 | Conduct preventative surface cleaning, using commercially available regenerative air or vacuum sweepers, to remove sediment and debris. | Two to four times annually |
| 3 | Inspect for any signs of pavement failure. Repair any surface deformations or broken pavers. Replace missing joint filler between pavers. | Two to four times annually |
| 4 | Check for standing water on the pavement surface within 30 minutes after a storm event. | Two to four times annually |
| 5 | Inspect underdrain outlets and cleanouts, preferably before the wet season. Remove trash/debris. | Two to four times annually |
| 6 | Remove sediment and debris accumulation on pervious pavement. | Two to four times annually |
| 7 | Remove weeds. Mow vegetation on reinforced grid paving (such as turf block) as needed. | As needed |
| 8 | Perform restorative surface cleaning with a vacuum sweeper, and/or reconstruction of part of the pervious surface to restore surface permeability as needed. Replenish aggregate in permeable paver joints or in grids as needed after restorative surface cleaning. | As needed |

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

6.B. - Page 23 of 29

Pervious Pavement Maintenance Plan

Date of Inspection: _____

Property Address: _____

Treatment Measure No.: _____

| Table 1 Routine Maintenance Activities for Pervious Pavement Areas | | |
|---|--|------------------------|
| No. | Maintenance Task | Frequency of Task |
| 9 | Power washing with simultaneous vacuuming also can be used to restore surface infiltration to highly clogged areas of pervious concrete, porous asphalt, pervious pavers or permeable pavers, but is not recommended for reinforced grid paving. | As needed |
| 10 | Inspect pervious pavement area using the attached inspection checklist. | Quarterly or as needed |

II. Prohibitions

Do not use pesticides or other chemical applications to control weeds or unwanted growth near pavement or between pavers.

III. Mosquito Abatement

Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

San Mateo County Mosquito Abatement District
1351 Rollins Road
Burlingame, CA 94010
PH: (650) 344-8592
FAX: (650) 344-3843
Email: info@smcmad.org

IV. Inspections

The attached Pervious Pavement Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Pervious Pavement Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____
 Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection Monthly Pre-Wet Season
 After heavy runoff End of Wet Season
 Inspector(s): _____ Other: _____

| Defect | Conditions When Maintenance Is Needed | Maintenance Needed? (Y/N) | Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done) | Results Expected When Maintenance Is Performed |
|---|--|---------------------------|--|---|
| 1. Standing Water | Water stands in the pervious pavement and does not drain within 30 minutes after storm event | | | There should be no areas of standing water once storm event has ceased. Restorative surface cleaning with a vacuum sweeper and/or reconstruction of part of the pervious surface may be required. |
| 2. Trash, or Sediment and Debris Accumulation | Trash, sediment or debris accumulated on pervious pavement | | | Trash and debris removed from pervious pavement and disposed of properly. Adjacent areas do not contribute to sediment and debris. |
| 3. Damage | Surface deformation or broken pavers | | | Surface restored; no deformation or broken pavers. |
| 4. Vegetation | Weeds growing on pervious pavement | | | No weeds on pervious pavement. |
| 5. Underdrain Outlets | Water accumulates due to trash/sediment accumulation in outlets. | | | No standing water observed. Clean underdrain outlets and cleanouts. |
| 5. Miscellaneous | Any condition not covered above that needs attention in order for the pervious pavement to function as designed. | | | Meets the design specifications. |

Exhibit "D"

Declaration

**DECLARATION REGARDING WORKERS' COMPENSATION INSURANCE AND
EMPLOYER'S LIABILITY INSURANCE**

_____ certifies that it has only one employee, that such employee is a director of the firm and that such employee has elected not to be covered by workers' compensation insurance in accordance with an exception to the requirement of workers' compensation insurance coverage as provided for under Section 3351 (c) of the California Labor Code.

_____ agrees to purchase workers' compensation insurance if it retains any additional employees during the term of this agreement. Being that _____ does not have any employees that are not owners of the firm, _____ does not carry Employer's Liability Insurance.

By: _____
Name: _____
Title: _____

Exhibit "E"

Form of Assignment

**ASSIGNMENT AND ASSUMPTION OF
STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT ("Assignment") is made as of _____, 20__, by _____ and _____ between _____, a _____ ("Assignor") and _____, a _____ ("Assignee").

RECITALS

A. Assignor and the City of Redwood City, a charter city and municipal corporation ("City") are parties to that certain Stormwater Treatment Measures Maintenance Agreement dated _____ (the "Agreement"), which Agreement commits the Assignor to maintain, repair, and care for, certain Stormwater Treatment Measures pertaining that certain real property situated at _____ in the City of Redwood City. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

B. Section 16 of the Agreement authorizes the Assignor to assign the Agreement in its entirety, provided that the Assignee expressly assumes all of the obligations set forth in the Agreement.

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept from Assignor, all of Assignor's rights and obligations as set forth in the Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's rights and benefits under the Agreement.

2. Assumption of Obligations. Assignee hereby assumes and agrees to timely discharge, perform and to be bound by all of its liabilities, duties, and obligations imposed in connection with the Agreement, whether arising before or after the date of this Assignment, to the same extent as if the Assignee had been the original party there.

3. Effectiveness. This Assignment shall be effective as of the date first set forth above. From and after such date, Assignee shall be entitled to all of the rights and bound by all of the obligations set forth in the Agreement. Upon the execution of this Assignment, Assignee shall constitute the "Owner" under the Agreement and Assignor shall be fully relieved of the obligations hereunder and shall have no liability for any default or failure to perform occurring from and after the date of this Assignment.

4. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties, their respective heirs, successors and assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which, when executed, shall be deemed an original.

6. Attorneys' Fees. The prevailing party in any litigation, arbitration or other proceedings arising out of this Assignment shall be reimbursed by the other party for all costs and expenses incurred in such proceedings, including reasonable attorneys' fees.

7. Governing Law. This Assignment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.


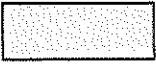
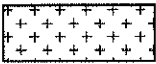
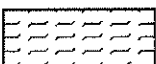







ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

STORMWATER MANAGEMENT PLAN LEGEND

-  LANDSCAPE AREA
-  IMPERVIOUS AREA
-  PERVIOUS CONCRETE AREA
-  BIO-RETENTION AREA
-  DRAINAGE AREA BOUNDARY
-  FLOW LINE
-  FLOW DIRECTION
-  DMA-# DRAINAGE MANAGEMENT AREA ID
-  PP-# PERVIOUS PAVEMENT AREA ID
-  B-# BIO-RETENTION AREA ID
-  ST-# SELF-TREATING AREA ID

STORMWATER MANAGEMENT NOTES:

1. THIS PLAN PRESENTS METHODS AND CALCULATIONS FOR COMPLYING WITH THE REQUIREMENTS OF PROVISION C.3 OF THE MUNICIPAL REGIONAL STORMWATER PERMIT IN ACCORDANCE WITH THE REDWOOD CITY REQUIREMENTS PER SECTION 27A.36 OF THE CITY CODE.
2. THE FOLLOWING TREATMENT MEASURES ARE PROPOSED TO REGULATE THE QUALITY OF STORM WATER LEAVING THE SITE.
 - 2.1. SELF-TREATING AREA - RUNOFF IN THIS AREA ORIGINATES IN AND FLOWS THROUGH PLANTING PRIOR TO EXITING THE PROJECT SITE, NO TREATMENT IS REQUIRED
 - 2.2. BIO-RETENTION AREA - RUNOFF IN THIS AREA IS DIRECTED TO A BIO-RETENTION AREA FOR FILTRATION, INFILTRATION AND EVAPOTRANSPIRATION PRIOR TO EXISTING THE SITE. PLANTING AND SOIL REQUIREMENTS APPLY, SEE DETAIL.
 - 2.3. PERVIOUS PAVERS/PERVIOUS JOINT PAVERS/PERVIOUS PAVEMENTS - RUNOFF IN THIS AREA EITHER ORIGINATES OR IS DIRECTED TO PERVIOUS PAVEMENT MATERIALS, NO TREATMENT IS REQUIRED.

C.3 STORMWATER TREATMENT MEASURES

| AREA ID | IMPERVIOUS AREA (SF) | PERVIOUS AREA (SF) | TOTAL AREA (SF) | REQUIRED BMP AREA (SF) (4% IMPERVIOUS AREA) | BMP ID | BMP AREA PROVIDED (SF) |
|-----------------------|----------------------|--------------------|-----------------|---|--------|------------------------|
| DMA-1A | 33,130 | 8,753 | 41,883 | 1,326 | B-1 | 1,411 |
| DMA-1B (IN-LIEU AREA) | 2,044 | 0 | 2,044 | 82 | | |
| DMA-2 | 7,681 | 790 | 8,451 | 308 | B-2 | 308 |
| DMA-3A | 11,234 | 657 | 11,801 | 449 | B-3 | 505 |
| DMA-3B (IN-LIEU AREA) | 1,387 | 0 | 1,387 | 55 | | |
| DMA-4 | 1,628 | 86 | 1,714 | UNTREATED (IN-LIEU) | N/A | N/A |
| DMA-5 | 1,717 | 52 | 1,769 | UNTREATED (IN-LIEU) | N/A | N/A |
| DMA-6 | 0 | 2,411 | 2,411 | N/A | ST-6 | 2,411 |
| DMA-7 | 0 | 2,204 | 2,204 | N/A | ST-7 | 2,204 |
| DMA-8 | 0 | 3,622 | 3,622 | N/A | ST-8 | 3,622 |
| DMA-9 | 0 | 1,031 | 1,031 | N/A | ST-9 | 1,031 |
| DMA-10 | 0 | 290 | 290 | UNTREATED* | N/A | N/A |
| DMA-11 | 2,569 | 2,187 | 4,756 | N/A | PP-11 | 2,187 |
| DMA-12 | 0 | 1,903 | 1,903 | N/A | PP-12 | 1,903 |
| DMA-13 | 0 | 1,977 | 1,977 | N/A | PP-13 | 1,977 |
| DMA-14 | 134 | 1,089 | 1,223 | N/A | PP-14 | 1,223 |
| DMA-15 | 0 | 741 | 741 | N/A | PP-15 | 741 |

NOTES:

* DMA-10 IS THE EXISTING NORTHEAST DRIVEWAY AND IS NOT FEASIBLE TO BE TREATED DUE TO EXISTING DRAINAGE PATTERN.

ATTY/PAGR.2023.018/Metropolitan Life Insurance Company (Page 24 of 25)



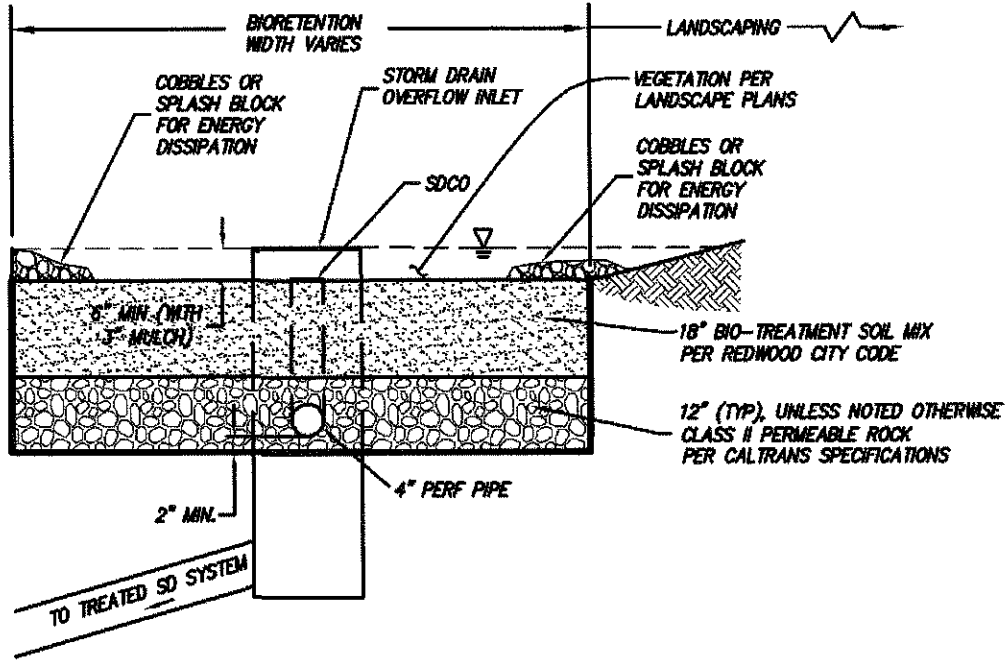
BUILD ON.
SANDIS.NET

DATE: 12-14-2022
SCALE: 1"=60'
BY: CL
PROJECT No: 621077

STORMWATER MANAGEMENT EXHIBIT

SHEET

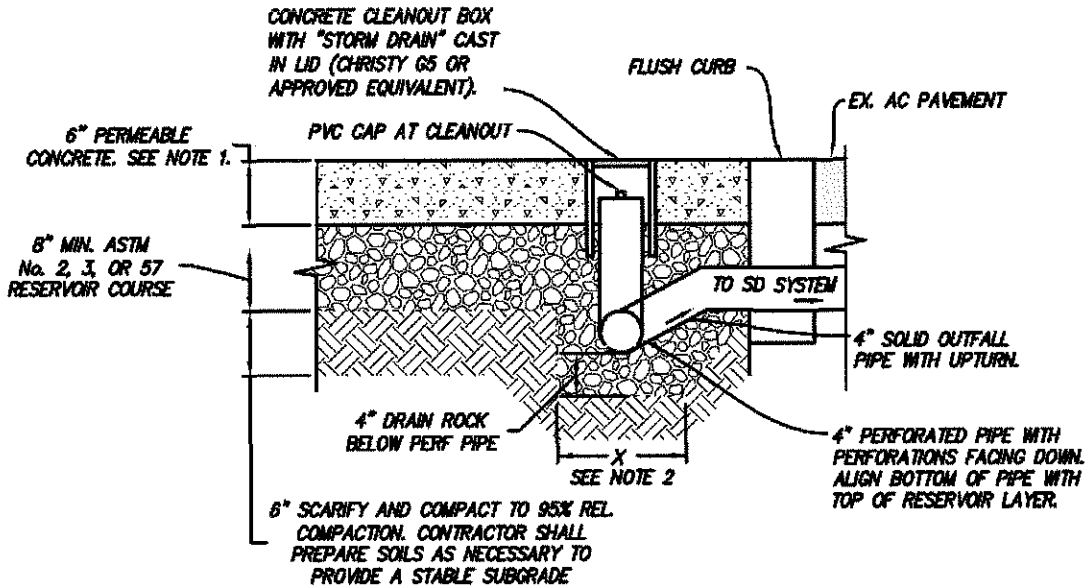
B-2



TYPICAL BIORETENTION AREA

N.T.S.

1



NOTES:

1. CONCRETE COLOR TO BE COORDINATED WITH OWNER'S REPRESENTATIVE.
2. X = 12" FOR PP-12, PP-13, AND PP-15
 X = 25" FOR PP-14
 X = 14.5" (FULL WIDTH) FOR PP-11
 SEE SHEET C-7 FOR PERVIOUS PAVEMENT AREAS (PP-#).

PERVIOUS CONCRETE

N.T.S.

2



BUILD ON.
SANDIS.NET

DATE: 12-14-2022
 SCALE: 1"=60'
 BY: GL
 PROJECT No.: 621077

**STORMWATER
 MANAGEMENT EXHIBIT**

SHEET
B-3



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Agreement for Services between the City of Redwood City and the Redwood City School District for 2023-2024 extended day learning services

RECOMMENDATION

By motion, approve and authorize the City Manager or their designee to execute the Agreement for Services between the City of Redwood City and the Redwood City School District for 2023-2024 extended day learning services.

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth

BACKGROUND

The Parks, Recreation and Community Services (PRCS) Department, in partnership with the Redwood City School District (District), operates After School learning programs directly on four school campuses to nearly 600 children each school day. The City has been a partner with the District for the past 25 years serving children who have been specifically identified needing academic and homework support and/or who would benefit from social and recreational enrichment programs. Programs at Adelante Selby, Orion Alternative, Henry Ford and Roosevelt Elementary include after school academic and homework support, recreation, and enrichment activities such as life skills, health and wellness, and community service. The majority of funding for the programs comes from the state After School Education and Safety Grant (ASES) and 21st Century Community Learning Federal Grant and Extended Learning Opportunity Program (ELO-P) managed by the District. The extended day learning services provided by PRCS on school campuses are collectively referred to as REACH programs (Recreation, Enrichment, Academic Intervention, Community Service, and Health and Wellness.)

ANALYSIS

For the past 25 years of operating REACH during after school hours in partnership with the District, the City contributes staffing and operational resources annually via the PRCS operating budget to meet the grant matching requirements while also supporting the City Council's Strategic Initiative of Children and Youth. From yearly program surveys and District feedback, PRCS continues to make a significant difference in lives of children who needs homework support, academic enrichment, social and emotional support and health and recreation opportunities.

- 85% of teachers believe the partnership with PRCS on the REACH Extended Learning Program has had a positive impact on students' success in school.
- 90% of teachers reported the REACH Extended Learning Program helps support students' social and emotional needs.
- 96% of parents reported they felt their child was physically and emotionally safe in REACH Extended Learning Program.
- 93% of parents report that the REACH Extended Learning program has a positive impact on their child.
- 65% of students reported they learned something new while attending REACH Extended Learning Program.
- 90% of students reported they felt safe attending the REACH Extended Learning Program.

FISCAL IMPACT

A requirement of the agreement between the City and the School District includes matching funds from the City, as has been the case since the partnership began in 1998. The anticipated grant revenue of \$1,122,938.89 plus the estimated \$450,000.00 in participant fees equals \$1,572,938.89, which will offset the associated expenses of \$1,657,299.23 to ensure all families have equitable access to after school programs as adopted in the FY 2023-2024 budget for the Parks, Recreation and Community Services Department.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

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

ATTACHMENTS

Attachment A – Agreement for services between Redwood City School District and the City of Redwood City

REPORT PREPARED BY:

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

APPROVED BY:

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

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

This Agreement is made as of this day of July 1, 2023, by and between Redwood City School District (“RCSD”) and the City of Redwood City (“CONTRACTOR”) to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

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

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

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

The CONTRACTOR agrees to abide by the Data Sharing MOU as described in Attachment C. Any additional data or changes on data sharing as desired by either party will need Superintendent Approval.

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

2. TERM OF AGREEMENT

The term of this Agreement is from July 1, 2023, through June 30, 2024.

3. COMPENSATION

A. Base Compensation (School Days)

The CONTRACTOR agrees to perform all the services of this Agreement during the school days as established in the school calendar approved by the Governing Board and for an amount not to exceed One Million Eight Thousand Six Hundred Forty-One and 29/100 Dollars (\$1,008,641.29) subject to the contingency provision in Section 18 of this Agreement. Requirements for compensation for this Agreement are described in Attachment B.

| School | ASES | 21stCCLC | ELO-P | TOTAL | Number of Students |
|---------------------|--------------|--------------|-----------|----------------|--------------------|
| Adelante Selby Lane | \$171,880 | \$111,411.23 | \$57,750 | \$341,041.23 | 201 |
| Henry Ford | \$93,398.63 | | \$167,750 | \$261,148.63 | 121 |
| Orion | | | \$109,500 | \$109,500.00 | 80 |
| Roosevelt | \$129,201.43 | | \$167,750 | \$296,951.43 | 144 |
| Total | \$394,480.06 | \$111,411.23 | \$500,750 | \$1,008,641.29 | 546 |

B. Supplemental Compensation (Non-School Days)

The CONTRACTOR agrees to perform all the services of this Agreement during the non-school days (summer) and for an amount not to exceed One Hundred Fourteen Two Hundred Ninety-Seven and 60/100 Dollars (\$114,297.60) subject to the contingency provision in Section 18 of this Agreement. Requirements for compensation for this Agreement are described in Attachment B. Student enrollment goals are based on a 6-hour program.

| School | ASES | 21stCCLC | Redwood City School District | Total | Number of Students |
|----------------|-------------|-------------|------------------------------|--------------|--------------------|
| Adelante Selby | \$27,241.26 | \$40,370.75 | \$31,551.55 | \$99,163.56 | 210 |
| Roosevelt | \$15,134.04 | | | 15,134.04 | 41 |
| Total | \$42,375.30 | \$40,370.75 | \$31,551.55 | \$114,297.60 | 251 |

4. PAYMENT

The billing period under this Agreement will be from July 1, 2023 to June 30, 2024. The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each semester. Payment of invoice(s) is subject to the contingency provision in Section 18. The CONTRACTOR is responsible to comply with all state, federal, grant and tax requirements, which is the CONTRACTORS sole responsibility.

If the RCSD fails to receive full anticipated payment from California Department of Education, ASES and/or the 21st CCLS grant funding for the 2023-2024 school year due to CONTRACTOR not meeting enrollment and daily attendance expectation as expressed in the Agreement and Attachment A, the RCSD shall send an invoice to the CONTRACTOR for the difference in funding due to any student attendance shortfall. The Contractor shall reimburse this amount to the RCSD within thirty (30) days of receipt of the invoice from the RCSD.

5. EQUIPMENT AND MATERIALS

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

6. USE OF SUBCONTRACTORS

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

7. LICENSES AND PERMIT

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

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

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

9. RELATIONSHIP OF THE PARTIES

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

10. WORKERS' COMPENSATION INSURANCE

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

11. INSURANCE

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

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

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

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

12. WAIVER

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

13. EQUAL EMPLOYMENT OPPORTUNITY

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

14. HOLD HARMLESS

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

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

15. DISPUTE RESOLUTION

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

16. GOVERNING LAW AND VENUE

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

17. TERMINATION

The RCSD may at any time terminate this Agreement upon a written notice to the CONTRACTOR. The RCSD shall compensate the CONTRACTOR for services

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

18. CONTINGENCY

Notwithstanding the foregoing, or any language to the contrary, the RCSD and the CONTRACTOR agree and acknowledge that this Agreement and the parties' respective obligation thereunder are entirely contingent upon the RCSD's receipt of anticipated grant funding from the California Department of Education, ASES and the 21st CCLC for the 2023-2024 school year and subsequent years, in an amount sufficient to cover the sum set forth above. If the RCSD does not receive the anticipated funding, it may reduce the scope of this Agreement, or terminate it at the RCSD's sole option, with no penalty to either party.

19. HEALTH AND SAFETY ASSURANCE:

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

20. COMPLETENESS OF AGREEMENT

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

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

[Signature Page Follows]

Redwood City School District

Contractor

City of Redwood City
Address: 1017 Middlefield Road
City: Redwood City Zip: 94063

Rick Edson

Rick Edson
Chief Business Official

Name: Melissa Stevenson Diaz
City Manager

Dated: 9-21-23

Dated: _____

John R. Baker
John R. Baker (Sep 21, 2023 15:57 PDT)

John Baker
Superintendent

Dated: 9/21/23

REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAM POLICIES & PROCEDURES

ATTENDANCE

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

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

ATTENDANCE FORMS ARE DUE TO THE DISTRICT:

January 15 – for period July 1 – December 31

July 15 – for period January 1 – June 30

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

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

Each provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Records should be kept for at least 5 years. These records shall be made available to the District at the District's request.

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

FISCAL

Each provider will enter into contract with the District as a contractor of the Expanded Day program. The contract's potential grant award amount is 85% of the grant award unless agreed to otherwise by the District and

provider. The 85% dedicated to contracts should be used for direct services to pupils. The District retains 15% of the total grants for administrative costs, which includes any indirect costs.

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

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

INVOICES ARE DUE TO THE DISTRICT BY:

January 15 – for period July 1 – December 31

July 15 – for period January 1 – June 30

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

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

STAFFING

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

- § Each program employs an after school program site coordinator for each site.
- § The selection of the Site Coordinator must be approved by the school principal
- § Programs must maintain an adult-student ratio of 1:20.
- § All staff used in the above ratio must meet the District’s minimum qualifications for an instructional aide:

Redwood City School District Instructional Aide requirements:

- 2 years of college – 48 units
- OR**
- High School Diploma/GED **AND** pass District Instructional Aide Exam (75% is passing grade)
- § All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior to their coming into contact with students
- § All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff needs to take the mandated reporter training once a year.

The Redwood City School District also requires that:

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

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

§ Program staff will have the following:

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

By the end of the month of September, each provider shall turn a list of staff and their qualifications in meeting the Instructional Aide requirements. Staff who need to take the exam have up to three months to pass the exam. The Redwood City School District will facilitate necessary Instructional Aide examinations. Staff are allowed to take the Instructional Aide exam three times. If the staff person does not pass the examination after two attempts, the staff person either needs to be taken out of ratio or removed from the program. Providers shall provide the District with a second list of staff that is updated with exam results as relevant. This list will be provided no later than December 1. If staff is added throughout the school year an updated list shall be provided to the District at the end of the school year.

Staff lists should include:

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

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

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

EARLY RELEASE POLICY

The early release policy is as follows:

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

1. Attending a parallel program (programs in the school or community centers such as outdoor education, soccer, basketball, etc.) as long as an agreement or partnership with the program exists thus making this parallel program the child's enrichment component.
2. Family Emergencies (such as death in the family, catastrophic incidents, etc.).
3. Medical appointments.
4. Weather conditions especially if the child walks home.
5. Child accidents that occur during program time (program staff should call parents or guardians).
6. Other conditions especially on safety as prescribed by the school.

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

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

PROGRAMMATIC ALIGNMENT

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

EVALUATION

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

Providers will share results with the District.

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

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

Provider Expectations:

Program

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

Staff

- μ *Employ an after school program site coordinator for each site who is approved by the school principal*
- μ *Maintain an adult-student ratio of 1:20 and ensure that all staff used in this ratio meet the District's minimum qualifications for an instructional aide*
- μ Site Coordinator is not in ratio (unless there is a staff shortage or other need) and works a minimum of 30 hours per week at the school site
- μ Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
- μ Program staff will have the following:
 - o Classroom management skills
 - o Ability to help students with homework by creating a conducive, supportive learning environment, in a way that helps students improve their learning
 - o Cultural competency and sensitivity to the unique needs of the school population
 - o Ability to successfully work with high needs students including special education students

Evaluation

- μ *Participate in the District's after school evaluation which may include the following:*
 - o *Administration of pre and post student surveys*
 - o *Participation in the PQA assessment*
 - o *Share any evaluation data that is collected by individual programs to be included in the District-wide evaluation*

Fiscal/Administrative

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

Partnership/Communication

- μ Participate in quarterly collaborative after school provider meetings organized by the District
- μ Work in partnership with site Principal and/or Community School Coordinator to develop, implement and evaluate program
- μ Site Coordinator checks in weekly with Principal or Community School Coordinator either in person or by email
- μ Site Coordinator provides monthly updated participant lists to Principal or Community School Coordinator
- μ There is a structured system in place to share information about specific students and their needs, challenges and accomplishments
- μ A referral process is in place that identifies students most in need and most appropriate for the program
- μ Work in partnership with school to develop plans to modify programming as needed based on annual evaluation data
- μ Any data collected by either party on program quality, including surveys, will be shared.

School Expectations:

- μ Make time available at appropriate meetings (staff, school site council, etc) to inform school of the program and facilitate communication
- μ Make adequate space available for a full time (a minimum of 30 hours) site coordinator, classroom space for instruction/homework assistance, playground/field and multi-purpose room for recreation and enrichment activities
- μ Principal/CS Coordinator meet regularly (a minimum of monthly) with site coordinator on program design, resources and problem-solving
- μ Recruit teaching staff to be involved in the program, if necessary
- μ Facilitate knowledge sharing of academic resources, curriculum foci, school-wide learning opportunities (i.e., health fair, etc)
- μ Co-develop and manage referral process into the program and communication process to share information with teachers about specific students
- μ Make available parent newsletter for information sharing to parents
- μ Share information regarding students, when pertinent, to facilitate team approach to student's social, emotional and academic success
- μ Work in partnership with provider to develop plans to modify programming as needed based on annual evaluation data

District Expectations:

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

Italicized expectations are state/federal requirements

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

This Memorandum of Understanding (MOU) is made as of July 1st, 2023 through June 30th, 2024, in the State of California, by and between the Redwood City School District (RCSD) and the Redwood City Parks and Rec Program (REACH) (CONTRACTOR).

Recitals

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

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

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

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

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

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

Parental Consent

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

Consent forms must contain this language:

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

- *State-assigned Student ID # -- SSID*

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

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

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

Timing of Data Request and Return

CONTRACTOR runs its programs during the school year and the summer. Therefore, it will be able to submit a unified annual data request in June, September, December, and March of each year (including for students who participated over the previous school year and/or summer). The data requests will be submitted by the 1st day of the months identified. CONTRACTOR will compile its data request electronically. CONTRACTOR will also share its set of student data with the District in August/September, January, and June. RCSD will provide the data in the form of an Excel document. The Excel document will include two sheets—one for the CONTRACTOR list of students who have returned signed consent forms authorizing the release of certain student information, and one for all students in the District, with personally identifying information removed. The data for all students in the District will be used to create comparison groups and will only be reported in the aggregate. RCSD will return the requested data to CONTRACTOR by the 30th day of the months identified.

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

Students Identified in Data Request

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

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

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

RCSD will provide the following data to CONTRACTOR for each student for whom CONTRACTOR has returned a signed authorization^[AS2]

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

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

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

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

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

Stakeholder survey results (August, January, June)

Student engagement surveys

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

Youth Truth survey results (June)

Other program quality assessments equivalents

Authorized Representative of Provider

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

List of Authorized Individuals (Name, Position):

Use of Data

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

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

Data Security

CONTRACTOR agrees to maintain appropriate network and other data security to protect any RCSD student data in its possession. CONTRACTOR agrees to notify RCSD as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this MOU, and any data has been lost, tampered with, or otherwise illegally accessed.

Ownership of Data

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

Agreement

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

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

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

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

Redwood City School District

Contractor

Michelle Griffith
Michelle Griffith (Aug 30, 2023 10:03 PDT)

Michelle Griffith
Director of Community Schools &
Partnerships
Date: 8/30/2023

Contracter Name: Parks and Rec Program (REACH)
Address:
City/State: Zip:
Date: _____

John R. Baker
John R. Baker (Sep 21, 2023 15:57 PDT)

John R. Baker, Ed.D
Superintendent
Date: 9/21/23

Signature:

Email: ycastro@redwoodcity.org

Redwood City School District/2023-2024 School Year Expanded Day Learning Program

Interim Agreement Report









2023-09-26

| | |
|-----------------|--|
| Created: | 2023-08-29 |
| By: | PRCS-Joanna Barrett (jbarrett@redwoodcity.org) |
| Status: | Out for Approval |
| Transaction ID: | CBJCHBCAABAAq3Aj-uf0XJ-sOeKP7XW5rtXwmxNFHaoB |

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.

"Redwood City School District/2023-2024 School Year Expanded Day Learning Program" History

-  Document created by PRCS-Joanna Barrett (jbarrett@redwoodcity.org)
2023-08-29 - 5:21:59 PM GMT - IP address: 76.14.0.190
-  Document emailed to Michelle Griffith (mgriffith@rcsdk8.net) for signature
2023-08-29 - 5:29:36 PM GMT
-  Email viewed by Michelle Griffith (mgriffith@rcsdk8.net)
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-  Document e-signed by Michelle Griffith (mgriffith@rcsdk8.net)
Signature Date: 2023-08-30 - 5:03:42 PM GMT - Time Source: server- IP address: 209.66.126.56
-  Document emailed to Richard Edson II (redson@rcsdk8.net) for signature
2023-08-30 - 5:03:44 PM GMT
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-  Document e-signed by Richard Edson II (redson@rcsdk8.net)
Signature Date: 2023-09-21 - 8:50:09 PM GMT - Time Source: server- IP address: 209.66.126.56



6.C. - Page 23 of 23



Document emailed to jbaker@rcsdk8.net for signature

2023-09-21 - 8:50:11 PM GMT



Email viewed by jbaker@rcsdk8.net

2023-09-21 - 8:50:13 PM GMT- IP address: 74.125.216.192



Signer jbaker@rcsdk8.net entered name at signing as John R. Baker

2023-09-21 - 10:57:11 PM GMT- IP address: 209.66.126.56



Document e-signed by John R. Baker (jbaker@rcsdk8.net)

Signature Date: 2023-09-21 - 10:57:13 PM GMT - Time Source: server- IP address: 209.66.126.56



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Document emailed to cmoadmin@redwoodcity.org for approval

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STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Agreement for Services between the City of Redwood City and Belmont Redwood Shores School District for 2023-2024 after school enrichment services

RECOMMENDATION

By motion, approve and authorize the City Manager to execute the Agreement for Service between the Belmont Redwood Shores School District and the City of Redwood City to provide extended day enrichment service for the 2023-2024 school year for an amount not to exceed \$107,000.

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth

BACKGROUND

In alignment with the City Council's strategic priority focused on children and youth, the Parks, Recreation and Community Services (PRCS) Department currently provides an after-school program at the Sandpiper Community Center for students attending Sandpiper School. Beginning in 2022, the Belmont-Redwood Shores School District (District) received state funding to provide after-school spaces for underserved students that meet eligibility requirements for the Extended Learning Opportunity Program (ELO-P). In a partnership with the District to expand equitable access to youth programs, the City will allocate up to thirty program spaces within the Sandpiper Youth Club After School program for underserved students attending Sandpiper School referred by the District. The funding for participants comes from the ELO-P managed by the District.

ANALYSIS

For the past 25 years, PRCS has operated a revenue generating After School Program at the Sandpiper Community Center that serves up to 120 students from Sandpiper School. PRCS also provides youth scholarships for those families who apply. The ELO-P grant funding provides an opportunity for up to thirty students from underserved families to participate in the Sandpiper Youth Club for low or no cost. PRCS continues to make a significant difference in the lives of children who need homework support, academic enrichment, social and emotional support, health, and recreational opportunities.

FISCAL IMPACT

The anticipated revenue up to \$107,000 will offset the cost of associated expenses to ensure families referred have equitable access to after school programs. No additional budget appropriation will be required.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

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

ATTACHMENTS

Attachment A – Agreement for services between Belmont Redwood Shores School District and the City of Redwood City

REPORT PREPARED BY:

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

APPROVED BY:

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

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

This Agreement is made as of this day of _August 16, 2023_ by and between Belmont Redwood Shores School District (“BRSSD”) and the City of Redwood City (“CONTRACTOR”) to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

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

The CONTRACTOR agrees to provide extended day academic and enrichment service. BRSSD will refer families who participate in the California Department of Education, Expanded Learning Opportunity Program (ELO-P) to CONTRACTOR.

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

The CONTRACTOR agrees to maintain accurate records of students’ participation in the after school program including attendance and any relevant documentation required for reimbursement purposes.

2. TERM OF AGREEMENT

The term of this Agreement is from August 16, 2023 through June 7, 2024.

3. COMPENSATION

The CONTRACTOR agrees to perform all the services of this Agreement during the school days as established in the school calendar approved by the Governing Board and for an Amount not to exceed one hundred thousand seven dollars (\$107,000) subject to contingency provision on section 18 of this agreement.

4. PAYMENT

The billing period under this Agreement will be from August 16, 2023 to June 7, 2024. The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each semester. Payment of invoice(s) is subject to the contingency provision on Section 18. The CONTRACTOR is responsible to comply with

all state, federal, grant and tax requirements, which is the CONTRACTOR'S sole responsibility.

If the BRSSD fails to receive full anticipated payment from "ELOP" the BRSSD shall send an invoice to the CONTRACTOR for the difference in funding due to any student attendance shortfall. Contractor shall reimburse this amount to the BRSSD within thirty (30) days of receipts. Of the invoice from the BRSSD.

5. EQUIPMENT AND MATERIALS

The CONTRACTOR shall provide all equipment, materials, and supplies necessary to perform the academic and enrichment services for the BRSSD.

6. USE OF SUBCONTRACTORS

The CONTRACTOR shall not assign this Agreement or a portion thereof to a third party without the prior written consent of the BRSSD. CONTRACTOR will have a fully executed contract with The City of Redwood City to reflect the partnership between agencies at Sandpiper School. CONTRACTOR will share the agreement with BRSSD and get consent from families.

7. LICENSES AND PERMIT

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

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

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

9. RELATIONSHIP OF THE PARTIES

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

10. WORKERS' COMPENSATION INSURANCE

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

11. INSURANCE

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

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

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

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

12. WAIVER

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

13. EQUAL EMPLOYMENT OPPORTUNITY

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

14. HOLD HARMLESS

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

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

15. DISPUTE RESOLUTION

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

16. GOVERNING LAW AND VENUE

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

17. TERMINATION

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

18. CONTINGENCY

Notwithstanding the foregoing, or any language to the contrary, the BRSSD and the CONTRACTOR agree and acknowledge that this Agreement and the parties' respective obligation thereunder are entirely contingent upon the BRSSD's receipt of anticipated grant funding from the California Department of Education, ELO-P initiative for the 2023-2024 school year and subsequent years, in an amount sufficient to cover the sum set forth above. If the BRSSD does not receive the anticipated funding, it may reduce the scope of this Agreement, or terminate it at the BRSSD's sole option, with no penalty to either party.

19. COMPLETENESS OF AGREEMENT

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

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

Belmont Redwood Shores School District

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

Rui Bao
Chief Business Official

Name: Melissa Stevenson Diaz
City Manager

Dated: _____

Dated: _____

Dan Deguar
Superintendent

Attest:

Yessika Castro
Interim City Clerk, City of Redwood City

Dated: _____



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Waive second reading and adopt an Ordinance amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code to provide for local regulations on bingo games in Redwood City in compliance with State law

RECOMMENDATION

Waive the second reading and adopt an Ordinance amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code to provide for local regulations on bingo games in Redwood City in compliance with State law.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

On [September 11, 2023](#), the City Council introduced (unanimously) an Ordinance revising the City's Municipal Code Chapter 8A (Bingo Games) to provide for local regulations on bingo games in Redwood City in compliance with State law. The City Council introduced the ordinance as recommended by staff without revisions.

ANALYSIS

Staff researched bingo operations in other Bay Area jurisdictions, compared code provisions and experience in each community and reviewed current State law to see where updates to the City's

ordinance were warranted. The proposed Ordinance reflects current State law and updates local regulations on bingo games in Redwood City.

FISCAL IMPACT

An application processing fee will be charged for each annual permit requested. The State limits the annual permit fee to \$50, but allows for a cost recovery fee for any law enforcement or public safety costs incurred by the City that are directly related to bingo games. The application processing fee and a cost recovery fee for any law enforcement or public safety costs will be included in proposed user fee modifications that will be presented to the City Council for approval.

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 alternatives available to the City Council include not adopting this change and leaving Chapter 8A of the City’s Municipal Code as is or providing staff with alternative direction.

ATTACHMENTS

Attachment A – Ordinance revising the City’s Municipal Code Chapter 8A (Bingo Games) to comply with State law and provide for local regulations on bingo games in Redwood City

LINKED DOCUMENTS

[September 11. 2023 City Council Staff Report to waive first reading and introduce an Ordinance amending Chapter 8A \(Bingo Games\) of the Redwood City Municipal Code regarding Bingo Permits](#)

REPORT PREPARED BY:

Melissa Stevenson Diaz, City Manager
mdiaz@redwoodcity.org
(650) 780-7301

APPROVED BY:

Melissa Stevenson Diaz, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING CHAPTER 8A (BINGO GAMES) OF THE REDWOOD CITY MUNICIPAL CODE

WHEREAS, California Penal Code Section 326.5 regulates the conduct of bingo games and grants local authority to cities to authorize, regulate and license bingo games for charitable purposes; and

WHEREAS, the City of Redwood City ("City") has established an ordinance authorizing, licensing, and regulating bingo games for charitable purposes, codified in Redwood City Municipal Code Chapter 8A (the "Bingo Ordinance"); and

WHEREAS, the City now desires to amend the Bingo Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY HEREBY ORDAINS 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 City Council of the City of Redwood City amends the Bingo Ordinance as provided in Exhibit "A", by adding the text shown in double underline (example) and deleting the text shown in strikeout (~~example~~), as shown below. Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

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 of the City of Redwood City hereby 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. This ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The ordinance is not a project under CEQA Guidelines Section 15378 because it involves organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

Section 5. The City Clerk is hereby directed to publish this ordinance in the manner provided by law.

Section 6. This ordinance shall be effective thirty (30) days from the date of its adoption.

* * *

EXHIBIT A

CHAPTER 8A
BINGO GAMES

Sec. 8A.1. PURPOSE AND INTENT:

It is the purpose and intent of the Council in adopting this Chapter, pursuant to section 19 of article IV of the State Constitution, to enable nonprofit organizations ~~organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, and to enable senior citizen organizations~~ (as defined in Section 8A.2 below) to conduct bingo games.

Sec. 8A.2. DEFINITIONS:

For purposes of this Chapter, the following words shall have the meanings respectively ascribed to them in this Section:

BINGO GAME: Shall mean a game of chance in which a prize or prizes are awarded on the basis of a designated alignment of numbers or symbols on a card which conforms to numbers or symbols selected at random.

BINGO SESSION: Shall mean a single gathering or occasion at which a series of successive bingo games are played; provided that the duration of a session shall not exceed six (6) consecutive hours.

MINOR: Shall mean any individual under the age of eighteen (18) years old.

NONPROFIT ORGANIZATION: Shall mean those organizations exempted from payment of the bank and corporation tax by sections 23701(a), 23701(b), 23701(e), 23701(f) and 23701(l) of the California Revenue and Taxation Code, mobile home park associations, and senior citizen organizations.

PREMISES: Shall mean any room, hall, street address, enclosure, or area in which bingo is played.

SENIOR CITIZEN ORGANIZATION: Shall mean only those organizations which contain a minimum of twenty (20) members, each of which members must be at least fifty (50) years of age, and the purpose of which organization is to provide educational and recreational activities for its members.

Sec. 8A.3. PERMIT REQUIRED:

A. Permit Issuance.

Only a nonprofit organization as defined in Section 8A.2 ~~or a mobile home park association or senior citizen organization~~ may obtain a permit to operate or conduct a bingo game, and no such organization shall operate or conduct a bingo game without first obtaining a permit therefor as herein provided. An application for a bingo game permit shall be made to the Chief of Police or their designee on a form provided, or in the manner prescribed, by the Chief of Police. The application shall contain the following information:

- A1. The name and address of the applicant organization;
- B2. The name and address of the person(s) authorized or required by the applicant organization to sign contracts, legal documents, or otherwise to bind or commit the organization, or act for or on behalf of the organization; and
- C3. A brief description of the nature or purpose of the applicant organization.

The application shall be signed by the person or persons designated in Subsection 8A.3(A)(2), B above.

Upon submission of the application ~~as in this Section~~ required under this Section, the certifications specified in Section 8A.4, and the payment of the fee specified in Section 8A.5, a permit shall be issued and effective for a period of one year from the date of issuance.

B. Permit Renewal.

A permit may be renewed, ~~or a new permit issued~~, upon compliance with the requirements of this Chapter pertaining to the issuance of an initial permit under Subsection 8A.3(A), and submittal of an annual report on a form provided, or in the manner prescribed, by the Chief of Police including the following information:

1. The total amount of money received from the operation of the bingo games in the previous permit year;
2. The total amount paid out in bingo game prizes in the previous permit year;
3. Detailed costs for the operation of the bingo game for the previous permit year; and
4. A detailed itemization of how and to what extent the bingo games and corresponding revenue generated by such bingo games benefit the Redwood City community.

Upon submission of the application and the annual report required under this Section, the certifications specified in Section 8A.4, and the payment of the fee specified in Section 8A.5, a permit shall be renewed or re-issued and effective for a period of one year from the date of renewal or re-issuance.

C. Appeal.

Any interested person may appeal the determination of the Chief of Police or their designee to the City Manager by filing a written appeal within fifteen (15) days of the date of the notice of decision on the permit issuance or renewal application, which appeal shall be filed, processed, and heard by the City Manager or their designee in accordance with the provisions on appeal in Chapter 1 of this Code.

Sec. 8A.4. EVIDENCE OF TAX EXEMPTION NONPROFIT ORGANIZATION'S STATUS TO ACCOMPANY PERMIT APPLICATION:

A. Evidence of Tax Exemption Status.

Any organization, other than a mobile home park association or a senior citizen organization, applying for a bingo permit shall submit with its application therefor, a certificate from the franchise tax board of tax exempt status under California Revenue and Taxation Code section 23701 (d), and a certification from the U.S. Department of Internal Revenue that a contribution or gift to the applicant would be a charitable contribution under section 170(c)(2) of the U.S. Internal Revenue Code of 1954 as amended.

B. Evidence of Organizational Purpose.

Any mobile home park association or senior citizen organization applying for a bingo permit shall submit with its application therefor, a copy of their charter, constitution, articles of incorporation or bylaws in order to verify the organization's purpose.

Sec. 8A.5. PERMIT AND ENFORCEMENT FEES:

The permit fee for each permit issued, renewed, or reissued pursuant to the provisions of this Chapter and any fee for law enforcement and public safety costs incurred by the City that are directly related to bingo activities shall be in an amount set by resolution of the City Council.

Sec. 8A.6. RECORDS REQUIRED:

Every organization permitted to operate or conduct a bingo game under this Chapter shall keep separate and accurate books and records of all income and expenses related to the conduct of such game. Said books and records shall be open for inspection by the Chief of Police, ~~or his~~ their designee, at all times during ordinary hours of business, and shall not in any manner be concealed from said authorities.

Sec. 8A.7. PROFITS AND PROCEEDS:

- A. With respect to those nonprofit organizations permitted to conduct bingo games that are exempt from payment of the bank and corporation tax under Section 23701(d) of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Those profits shall be used only for charitable purposes.
- B. With respect to other nonprofit organizations permitted to conduct bingo games pursuant to this Chapter, all proceeds derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Proceeds are the receipts of bingo games conducted by organizations, and may be used only for charitable purposes, except as is provided in California Penal Code Section 326.5, as may be amended from time to time. No individual, corporation, partnership, or other legal entity, except the organization permitted to conduct a bingo game, shall hold a financial interest in the conduct of said bingo game.

Sec. 8A.8. LOCATION:

An organization permitted to conduct a bingo game shall only do so on property owned or leased by it, and which property is used by such organization for an office or for activities within the purposes for which the organization is organized. Such property owned or leased by such organization is not required to be used or leased exclusively by such organization.

Sec. 8A.9. FREQUENCY AND HOURS OF OPERATION:

- A. An organization permitted to operate or conduct a bingo game pursuant to this Chapter shall not conduct or operate any such game or games between the hours of one minute after twelve o'clock (12:01) midnight and eleven o'clock (11:00) A.M.
- B. No more than ~~three~~ four (4) bingo sessions during any seven (7) day period shall be held at the same premises, nor shall a bingo session exceed six (6) consecutive hours.
- C. No organization granted a permit pursuant to this ~~Section~~ Chapter shall operate or conduct a bingo session more than ~~four~~ two (2) times during any seven (7) day period.

Sec. 8A.10. PARTICIPATION; MINORS:

Participation in all bingo games shall be open to the general public, and may not be limited to members of the organization permitted to conduct such games. No minors shall be allowed to participate in any bingo game. No person shall be allowed to participate in a bingo game, unless the person is physically present at the time and place in which said bingo game is being conducted.

Sec. 8A.11. NO ALCOHOL OR INTOXICATED PERSONS ON PREMISES:

No alcoholic beverages shall be served or stored on the premises during the hours of operation of a bingo game. There shall be no consumption or possession of alcohol, cannabis, or illicit substances on the premises, including the parking lots. Any person under the influence of alcohol, cannabis, or illicit substance shall not be permitted on the premises, including the parking lots.

Sec. 8A.12. PRIZES:

The total value of prizes, including cash, awarded during the conduct of ~~any one~~ each separate bingo game which is held shall not exceed the greater of two five hundred fifty dollars (\$2500.00) or the total value of prizes authorized under California Penal Code Section 326.5 as may be amended from time to time.

Sec. 8A.13. OPERATION:

A bingo game shall be operated and staffed only by members of the nonprofit organization permitted to conduct such game. Those ~~Such~~ members shall not receive a profit, wage, ~~commission,~~ or salary of

~~compensation of any kind in consideration for conducting or helping to conduct from~~ any bingo game. Only the organization authorized to conduct a bingo game shall operate such game, or participate in the promotion, supervision or any other phase of such game. This Section does not preclude the employment of security personnel who are not members of the nonprofit organization permitted to conduct the bingo game. No individual, corporation, partnership, or other legal entity, except the organization permitted to conduct a bingo game, shall hold a financial interest in the conduct of said bingo game.

Sec. 8A.143. PENALTIES:

- A. It shall be unlawful for any person to receive a profit, wage, commission, salary or other compensation from any bingo game herein authorized. A violation of this Section 8A.143(A) shall constitute a misdemeanor, which, upon conviction thereof, shall be punishable by a fine not to exceed ten thousand dollars (\$10,000.00) which fine shall be deposited in the general fund of the City.
- B. Notwithstanding the provisions of Section 8A.143(A), it shall be unlawful, and an infraction under this Section 8A.143B, for any person to violate or cause the violation of any of the provisions of this Chapter not specified in Section 8A.143(A). A person violating or causing the violation of any such provision not specified in Section 8A.143(A) shall be guilty of an infraction, and upon conviction thereof, shall be punishable by the fines prescribed in Section 1.7B of this Code.

Sec. 8A.154. PREVAILING PROVISIONS:

The provisions of this Chapter shall supersede the provisions of Section 21.2 of this Code to the extent that Section 21.2 conflicts with, or is inconsistent with, the provisions of this Chapter.



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Approval of Settlement Agreement between Emilio Diaz and the City of Redwood City to resolve his claims in litigation entitled Fambrough et al. v. City of Redwood City (Case No. 17CIV05387) and Redwood City v. Emilio Diaz (Case No. 18UDL00811)

RECOMMENDATION

By motion, approve Settlement Agreement between Emilio Diaz and the City of Redwood City.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Two cases are pending in San Mateo County Superior Court with respect to the respective rights of Emilio Diaz and the City regarding multiple issues, including without limitation whether Mr. Diaz has any right to reside at Docktown and/or to compensation (e.g., relocation assistance under California Relocation Act Law or for inverse condemnation). The parties tentatively reached a global settlement including City payment to Mr. Diaz in the amount of \$190,000 plus \$8,000 in attorney's fees, both parties mutually releasing each other and dismissing their respective claims, and Mr. Diaz vacating Docktown. The tentative settlement is subject to City Council approval. The terms of the settlement are memorialized in the attached Settlement Agreement between Emilio Diaz and the City of Redwood City.

ANALYSIS

The City Attorney's Office recommends approval of the settlement as delineated in the Settlement Agreement between Emilio Diaz and the City of Redwood City.

FISCAL IMPACT

The settlement of \$190,000 plus \$8,000 in attorney's fees and associated litigation costs are included in the City's adopted budget. No additional appropriation is required.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

The City Council could elect not to approve the settlement.

ATTACHMENTS

Attachment A – Settlement Agreement between Emilio Diaz and the City of Redwood City

REPORT PREPARED BY:

Veronica Ramirez, City Attorney
vramirez@redwoodcity.org
(650) 780-7200

APPROVED BY:

Melissa Stevenson Diaz, City Manager

**SETTLEMENT AGREEMENT BETWEEN
EMILIO DIAZ AND THE CITY OF REDWOOD CITY**

This Settlement Agreement (“**Agreement**”) is entered into as of ____, 2023 (“**Effective Date**”) by and between Emilio Diaz (“**Tenant**”) and the City of Redwood City (the “**City**”). Tenant and the City are each referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

This Agreement is made with reference to the following facts and circumstances (“**Recitals**”).

A. The City serves as a trustee for state public trust lands on which Docktown Marina (“**Docktown**”) is located.

B. Beginning in or around the 1960s, individuals rented slips at Docktown, some for residential use and others for non-residential use, e.g., recreational use.

C. In or around 2013, Tenant and the City entered into a written rental agreement that authorized Tenant to dock a specified and identified vessel (“**Coaster**”) in a designated slip at Docktown (no. 17), for residential purposes.

D. As used in this Agreement, “**Premises**” means and includes any and all slips or other property at Docktown at which Tenant has moored or docked any vessel (e.g., Coaster) and/or for which Tenant has claimed any rights to ownership, use, occupation, or possession. For the purpose of this Settlement Agreement, “moored” and “docked” are synonyms.

E. On December 12, 2016, the City Council adopted Resolution No. 15550, which (i) directed the City Manager to terminate all residential rental agreements at Docktown (but not non-residential rental agreements), and (ii) approved the Docktown Plan attached thereto to provide relocation assistance and benefits to qualified residents of Docktown, not under the California Relocation Assistance Law (Gov. Code § 7260 et seq.) (“**CRAL**”) or federal law.

F. In or around June 2018, the City gave Tenant notice terminating his written rental agreement for slip 17 and his residential tenancy at Docktown.

G. Tenant has asserted he has a right to continue residing at Docktown, to receive relocation assistance and benefits under the CRAL, to just compensation for inverse condemnation, and/or for other legal or equitable relief. The City has asserted Tenant has no such rights.

H. Two cases are pending in San Mateo County Superior Court with respect to the respective rights of Tenant and the City regarding multiple issues, including without limitation whether Tenant has any right to reside at Docktown and/or to compensation (e.g., relocation assistance under CRAL or for inverse condemnation):

1. *Fambrough v. City of Redwood City*, Case No. 17CIV05387, a civil complaint in

which Tenant is one of several plaintiffs (“**Fambrough Case**”);

2. *City of Redwood City v. Emilio Diaz*, Case No. 18UDL00811, an unlawful detainer proceeding (“**Unlawful Detainer Case**”).

The Fambrough Case and Unlawful Detainer Case are collectively referred to as the “**Litigation.**”

I. To date, Tenant has not filed any claims with the City pursuant to Government Code section 905 et seq. (“**Government Code Claims**”).

J. Tenant is not an attorney. He is represented by Thorsnes Bartolotta McGuire LLP (“**TBM**”) and Karen Frostrom (“**Frostrom**”) in the Fambrough Case. Timothy S. O’Hara represents him in the Unlawful Detainer case.

K. Tenant and the City participated in a mediation with the Honorable James Lambden (Ret.) (through ADR Services, Inc.) on June 24, 2022, along with (i) other plaintiffs in the Fambrough Case and (ii) a plaintiff in another civil proceeding against the City in which the allegations concern that plaintiff’s alleged right to reside at Docktown and/or to compensation (e.g., relocation assistance under CRAL and/or for damages), *Sole v. City of Redwood City*, San Mateo County Superior Court Case No. 17CIV04898. Tenant and the City participated in further settlement discussions after the mediation concluded.

L. Tenant is unable to move Coaster from Docktown, e.g., to another marina, and has decided to transfer ownership of Coaster to the City as part of this Agreement. Concurrently with execution of this Agreement, Tenant has executed and delivered to the City (a) a Bill of Sale in the form provided as **Exhibit A** attached hereto, which describes Coaster and conveys to the City all of Tenant’s interest in and to Coaster free and clear of all recorded and unrecorded encumbrances, liens, assessments, leases, and taxes; and (b) a State of California Certificate of Ownership form releasing all interest in Coaster.

M. The Parties, wishing to avoid the uncertainties, delay and expense of continuing the Litigation and/or litigating disputes, agree to settle upon the following terms.

TERMS

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, Tenant and the City agree as follows:

1. **Recitals:** The foregoing Recitals are true and correct and incorporated herein.
2. **Settlement Payment:**
 - a. **Amount:** The City shall pay to Tenant, and Tenant shall accept, one hundred ninety thousand dollars (\$190,000) (“**Settlement Payment**”) in full settlement and compromise of the Litigation, and in release and discharge of any and all claims and

causes of action arising out of the events or incidents referred to in the pleadings in the Litigation, and under the terms and conditions set forth in this Agreement.

b. Timing of Issuance and Delivery: Within 14 days of Tenant having completed each and every of his obligations under this Agreement, the City shall issue the Settlement Payment to Thorsnes Bartolotta McGuire Client Trust Fund, and mail or otherwise deliver the Settlement Payment to Thorsnes Bartolotta McGuire Client Trust Fund, Thorsnes Bartolotta McGuire LLP, 2550 Fifth Avenue, 11th Floor, San Diego, California 92103. TBM and Frostrom will then be responsible for the conveyance of the Settlement Payment to Tenant.

3. Tenant's Vacation from Docktown:

a. Vacation of Docktown: Tenant agrees to fully vacate the Premises. Tenant shall remove himself, any vehicles, RVs or trailers, and all of his other personal property from Docktown within fourteen (14) days of the Effective Date. If Tenant does not remove any piece(s) of personal property that he has stored aboard Coaster within 14 days of the Effective Date, such personal property will be deemed abandoned and transferred to the City.

b. Certificate of Abandonment. Tenant shall provide notice to the City that he has satisfied his obligations under Section 3.a above within seven (7) days thereof by executing and delivering a "Certificate of Abandonment" in substantially the form of **Exhibit B** attached hereto.

c. Representations and Warranties: Tenant hereby warrants, represents, and/or covenants to the City that, as of the Effective Date:

i. The recitals above are true and correct.

ii. Tenant has no interest in or claim to any vessel at Docktown other than Coaster, which will be conveyed to the City as described in this Agreement.

iii. To the best of Tenant's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting Coaster, or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

iv. Tenant has provided proof of title and is the owner of and has the full right, power, and authority to sell and convey Coaster to the City as provided herein and to carry out Tenant's obligations hereunder.

v. There are no liens, security interests, taxes or other encumbrances affecting Coaster, whether recorded or unrecorded.

vi. Tenant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this section not to be true, immediately give written notice of such fact or condition to the City.

d. Indemnity by Tenant for any Breach of Representations and Warranties:
Tenant shall indemnify, defend and hold the City harmless from and against any claims, demands, liabilities, losses, judgments, expenses and attorneys' fees resulting from any breach by Tenant of the representations and warranties made by Tenant in Section 3.c.

4. **Quitclaim:** Tenant does hereby remise, release and quitclaim to the City of Redwood City, a California Public Corporation, any and all interests, including without limitation possessory, ownership, or otherwise, that may exist with respect to real property commonly known as and/or located at 1548 Maple Street in the City of Redwood City, San Mateo County, State of California, Assessor's Parcel Numbers 052532020, 052532030 052532040, 052532050, 052532060, 052532070, 052532080, 134291980, 134291930, 134291940, 052532999, 054329999.

5. **Dismissals:**

a. Within seven (7) days of the Effective Date, Tenant shall provide to the City an executed request for entry of dismissal with prejudice of the Fambrough Case in substantially the same form as attached hereto as **Exhibit C**. Tenant shall pay court fees owed by Tenant in the Fambrough Case, if any, within seven (7) days of the Effective Date.

b. Within seven (7) days of Tenant satisfying his obligations under both Sections 3 and 5, the City shall file a request for entry of dismissal of Unlawful Detainer Case, without prejudice, in substantially the same form as attached hereto as **Exhibit D**.

6. **No Assistance to Third Parties:** Tenant shall not participate in any legal or factual research, advocacy, negotiations, or representation on behalf of any other party engaged in Docketown-related litigation with the City or associated negotiations, if any.

7. **Attorney's Fees and Costs:** Each Party and their attorneys shall bear their own attorney's fees and costs with respect to the subject matter of this Agreement (including without limitation the Litigation, other subject matter of the Recitals, and the negotiation and enforcement, if necessary, of this Agreement), except as follows: Within 14 days of Tenant having completed each and every of his obligations under this Agreement, the City shall pay and deliver eight thousand dollars \$8,000 to Timothy O'Hara, by mailing or otherwise delivering a check in this amount to Timothy O'Hara, 1611 Borrel Place #6, San Mateo, CA 94402.

8. **Taxes:** Tenant expressly acknowledges and agrees that any local, state, or federal tax consequences arising from City's payment of any sums hereunder shall be the full responsibility of Tenant to investigate and address based on independent legal advice. Tenant understands and agrees that the City may issue forms, for example form 1099s, associated with the City's payment of any sums hereunder, and agrees that the City, in its sole discretion, may choose what forms, if any, to issue. Tenant does not agree, by the terms in this provision, that City's classification, by using any such forms in its discretion, is accurate for taxation purposes, and Tenant reserves the right to seek tax advice and take such positions as such advice supports, respecting classification and/or taxation of the payments provided for in this Agreement. Tenant hereby releases the City for any purported liability that might arise from the City's issuance of

any forms associated with the payment of any sums hereunder, including without limitation claims based on negligence, except to the extent the City's issuance of said forms was grossly negligent or was part of a scheme to defraud or willfully cause injury to Tenant.

9. No Other Claims; Mutual Waiver and Release: Except for the obligations specified herein, Tenant and the City hereby release and forever discharge each other, together with their respective officers, officials, council members, employees, attorneys, accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them, successors, assigns, heirs, personal representatives and executors, and all persons, firms, associations, co-partners, co-venturers, insurers, contractors, engineers, subcontractors, subsidiaries, parents, affiliates, or corporations connected therewith, and each and any of them ("**Released Parties**"), from any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorney's fees, actions, and causes of actions of every nature, character, and description whether known or unknown and whether based on a tort, contract, statute, regulation, ordinance, or other theory of recovery, directly or indirectly arising out of any matter, fact, and/or allegation related to all acts, omissions, events, circumstances, or facts occurring or existing prior to the Effective Date, that arise out of or are related to (i) the residency and/or termination of residency at Docktown, ownership, lease or license of any property at Docktown, (ii) maintenance at or of Docktown, (iii) the Recitals, (iv) the Litigation and any Government Code Claims Tenant might have filed related to Docktown, (v) Tenant's quitclaim, (vi) severance damages, if any, (vii) any and all rights pertaining to any local, state or federal relocation regulations (including without limitation the Docktown Plan, CRAL and federal relocation law and regulations), (viii) the Eminent Domain Law contained in the Code of Civil Procedure sections 1230.010 et seq., including, but not limited to the Code of Civil Procedure section 1245.245, (ix) economic or consequential damages, (x) professional consultant fees and attorney's fees and costs except as otherwise set forth in this Agreement, and (xi) all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Tenant, his agents, subtenants, guests, successors and assigns, relating in any way to Docktown—including without limitation Tenant's tenancy at Docktown, use of Docktown, and obligations to remove personal property from Docktown—provided that nothing herein shall release the City from any liability resulting from the City's breach of this Agreement, nor shall anything herein release Tenant from any liability resulting from Tenant's breach of this Agreement. The City further acknowledges and agrees that the full and complete performance by Tenant of his obligations under this Agreement shall serve as full and complete performance of any and all obligations of Tenant to the City under any and all Docktown-related rental or license agreements between the City and Tenant (including without limitation for any rent owed).

Tenant further acknowledges and agrees that the performance by the City of its obligations under this Agreement shall serve as full and complete performance of any and all obligations of the City to Tenant under any and all Docktown-related rental or license agreements between the City and Tenant (including without limitation for return of any security deposit); the Docktown Plan, the CRAL, any other state or federal relocation law or regulations; the federal and state Constitutions; the Eminent Domain Law contained in the Code of Civil Procedure sections 1230.010 et seq. (including, but not limited to the Code of Civil Procedure section 1245.245); and/or any other local, state, or federal law or regulation.

This waiver and release is a general release and includes all claims that have accrued as of the Effective Date, known or unknown, including without limitation as to which any Party is presently unaware or which any Party does not presently suspect to exist which, if known by the Party, would materially affect the Party's release. Each Party hereby expressly, knowingly, and voluntarily waives any and all rights and benefits granted by California Civil Code Section 1542 (or any other analogous federal or state law or regulation). Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

To the fullest extent permitted by law, each Party hereby agrees, represents and warrants that they realize and acknowledge that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Party further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Party nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, expenses and other claims. The City has given to Tenant, and Tenant has given to the City material concessions regarding this transaction in exchange for each Party agreeing to the provisions of this Section 9.

Notwithstanding the foregoing, the City reserves the right to take appropriate legal action to end residential use at Docktown. The City further reserves the right to exercise its police powers.

10. General Provisions:

a. No Admission: This Agreement is the result of a compromise and shall never, at any time for any purpose, be considered as an admission of liability or responsibility on the part of any Party herein released, nor shall the release of any claims or waiver of costs in consideration of the execution of the Agreement constitute or be construed as an admission of any liability whatsoever by any Party herein released. As between the Parties, no ruling, order, or dismissal filed in the Litigation shall confer or constitute prevailing party status for any Party.

b. Cooperation: The Parties shall use available efforts to cooperate with one another in the planning, preparation, execution and close out of the obligations established in this Agreement and otherwise to achieve the objectives and purposes of this Agreement.

c. Successors and Assigns: This Agreement is not assignable by Tenant either in whole or in part without the prior written consent of the City Manager. To the extent assignment is permitted, this Agreement shall inure to the benefit of and bind the

respective successors and assigns of the Parties. Except as otherwise provided herein, this Agreement is for the exclusive benefit of the Parties hereto and not for the benefit of any other person and shall not be deemed to have conferred any rights, express or implied, upon or duties to any other person.

d. Advice of Counsel: Each of the Parties has read this entire Agreement and has been given the opportunity to seek advice of counsel prior to executing this Agreement. No Party shall deny the validity or enforceability of this Agreement on the basis that the Party did not have the advice of counsel. Each Party acknowledges and agrees that he, she or it has received or had the opportunity to receive independent legal advice by counsel selected solely by such Party in the preparation, review, and advisability of entering into this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

e. Authority: Each Party represents and warrants to the others that (i) this Agreement is duly authorized, executed, and delivered by the representing Party; (ii) this Agreement is a legal, valid, and binding obligation of the representing Party, enforceable against the representing Party except as enforcement may be limited by law; and (iii) the authorization, execution and delivery of this Agreement by such Party does not violate any provision of any agreement or judicial order to which the representing Party is a party or to which the representing Party is subject.

f. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within or with jurisdiction over the County of San Mateo, State of California, United States, and each Party expressly consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon such Party wherever same may then be located, or by certified or registered mail directed to such Party at the address set forth in this Agreement.

g. Ambiguities and Uncertainties. Each Party participated, or had the opportunity to participate in, the preparation of this Agreement, which Agreement was negotiated at arms-length, and to consult with counsel. In the event of an ambiguity, the terms of this Agreement shall not be construed against any Party.

h. Gender Neutral and Singular and Plural: As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the other whenever the contents so indicate.

i. Captions and Paragraph Headings: Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

j. Amendments: This Agreement may be amended or modified only by written instrument executed by all of the Parties.

k. Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby. It is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable.

l. Notices: All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by regular or certified first class mail, postage prepaid, deposited in the United States mail, and properly addressed to the party at its address set forth below, or at any other address that such party may designate by written notice to the other party:

CITY: City Manager
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
mdiaz@redwoodcity.org
cc: Deanna La Croix: dlacroix@redwoodcity.org
Veronica Ramirez, City Attorney: vramirez@redwoodcity.org, and
Kevin Siegel: ksiegel@bwslaw.com

TENANT: Emilio Diaz

Karen R. Frostrom
Thorsnes Bartolotta McGuire
2550 Fifth Avenue #1100
San Diego, CA 92103
Email: frostrom@tbmlawyers.com

cc: Timothy S. O'Hara: ohara.tim@sbcglobal.net

m. Non-Waiver: No Party shall be deemed to have waived any provision of this Agreement unless it does so in writing, and no "course of conduct" shall be considered to be such a waiver, absent such a writing.

n. Interpretation: Unless otherwise specified, whenever in this Agreement, including its Attachments, reference is made to any Recital, Article, Section, Attachment, or any defined term, the reference shall be deemed to refer to the Recital, Article, Section, Attachment or defined term of this Agreement or the Docktown Plan. All Attachments and addenda hereto are hereby incorporated into this Agreement and made a part hereof. Any reference to a Recital, an Article or a Section includes all subsections

and subparagraphs of that Recital, Article or Section. The use in this Agreement of the words “including”, “such as” or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as “and limited to” or words of similar import are used with reference thereto. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail.

o. Time: Unless otherwise expressly stated, the word “days” in this Agreement shall refer to calendar days. However, if a Party is called upon to perform an action on a Saturday, Sunday, or a holiday observed by California state courts (“**Holiday**”), the party will be deemed to have timely performed if it performs on the first business day following that Saturday, Sunday, or Holiday.

p. Time of the Essence: The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement.

q. Entire Agreement: This Agreement—when read together with the Exhibits attached hereto—contains or expressly incorporates by reference the entire agreement of the Parties with respect to the matters contemplated herein and supersedes all prior negotiations or agreements, written or oral between the Parties with respect to the matters contemplated herein. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which is a sophisticated party and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise.

r. Materiality: The Parties consider each and every term, covenant, and provision of this Agreement to be material and reasonable.

s. Signatures: Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Any electronic signatures shall have the same legal effect as manual signatures. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date set forth above.

The Parties have signed this Agreement as of the date stated in the introductory clause.

TENANT:

CITY OF REDWOOD CITY, a municipal corporation organized and existing under the laws of the State of California

By: Emilio Diaz
Emilio Diaz

By: _____
Melissa Stevenson Diaz
City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: _____
Karen Frostrom
Thorsnes Bartolotta McGuire LLP
Attorneys for Emilio Diaz

By: _____
Veronica Ramirez
City Attorney

APPROVED AS TO FORM

By: _____
Timothy S. O'Hara
Attorney for Emilio Diaz

EXHIBIT A – Bill of Sale
Bill of Sale of Vessel

For and in the consideration of One Dollar No Cents (\$1.00), and pursuant to the terms and conditions of that certain Settlement Agreement Between Emilio Diaz ("Seller") and the City of Redwood City dated _____, 2023 (the "Settlement Agreement") (including based on Coaster being abandoned via Certificate of Abandonment), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller does hereby grant, sell, assign, transfer and deliver unto the City of Redwood City, all of Seller's legal and equitable right, title and interest in and to the following:

Property Description: "Coaster"

California CF /Official No.:

Other Pertinent Identification: 46 feet; HART 0646.

As set forth in the Settlement Agreement, Seller warrants and represents that Seller has absolute and good title to and full right to dispose of the property described above.

The transfer of property is effective upon the Effective Date described in the Settlement Agreement.

Executed on September 20th, 2023, at Livermore, California.

By: Emilio Diaz

EXHIBIT B – Certificate of Abandonment

| | | | |
|---------------|--|------------|-------------------------|
| Tenant: | Emilio Diaz | Purchaser: | City of Redwood City |
| Site Address: | 1548 Maple Street, Redwood City, CA including without limitation slip 17 and parking facilities. | Project: | [Intentionally Omitted] |
| OPC Case ID: | | OPC Agent: | |

Certificate of Abandonment

Effective Date of Abandonment: _____

OCCUPANT CERTIFICATION: As evidenced by my signature, I hereby certify that I have delivered to the Agent, OPC, or the City all keys or other devices needed for access to the Premises and the occupancy of the Premises located at the above address has been abandoned, that any and all personal property left on the Premises is to be considered abandoned, and that no further entrance to the Premises will be made except as an invitee or invited guest, and in no circumstance shall I bring a boat or other vessel.

| | |
|-------------------------|--|
| Replacement Address: | |
| Phone Number and Email: | |

Emilio Diaz
Emilio Diaz

X Emilio Diaz 9-25-23
Signature Date

AGENT CERTIFICATION: On this date I personally received all keys or other devices needed for access to the Premises and inspected the abandoned site at the above address after the occupant had moved and found the Premises to be in satisfactory condition, and that all personal property, except for trash or debris placed for removal, had been removed from the Premises, with the following exceptions (include any potentially hazardous materials):

X _____
Agent

Date

EXHIBIT C – Request for Dismissal (Fambrough)

| | |
|--|--------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Karen R. Frostrom (SBN 207044) THORSNES BARTOLOTTA MCGUIRE LLP 2550 Fifth Avenue, Suite 1100 San Diego, CA 92103 TELEPHONE NO.: 619.236.9363 FAX NO. (Optional): 619.236.9653 E-MAIL ADDRESS (Optional): frostrom@tbmlawyers.com ATTORNEY FOR (Name): Plaintiff Emilio Diaz | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME: Hall of Justice and Records | |
| PLAINTIFF/PETITIONER: FRANCESCA FAMBROUGH, et al. DEFENDANT/RESPONDENT: CITY OF REDWOOD CITY | |
| REQUEST FOR DISMISSAL | CASE NUMBER: 17CIV05387 |
| A conformed copy will not be returned by the clerk unless a method of return is provided with the document. | |
| This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.) | |

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (name): _____ on (date): _____
- (4) Cross-complaint filed by (name): _____ on (date): _____
- (5) Entire action of all parties and all causes of action
- (6) Other (specify):* As to Plaintiff Emilio Diaz only.

2. (Complete in all cases except family law cases.)

The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: October ____, 2023

Karen R. Frostrom

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:



(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

(To be completed by clerk)

- 4. Dismissal entered as requested on (date): _____
- 5. Dismissal entered on (date): _____ as to only (name): _____
- 6. Dismissal **not entered** as requested for the following reasons (specify): _____
- 7. a. Attorney or party without attorney notified on (date): _____
- b. Attorney or party without attorney not notified. Filing party failed to provide _____
- a copy to be conformed means to return conformed copy

Date: _____ Clerk, by _____, Deputy

| | |
|---|----------------------------|
| PLAINTIFF/PETITIONER: FRANCESCA FAMBROUGH, et al. DEFENDANT/RESPONDENT: CITY OF REDWOOD CITY | CASE NUMBER: 17CIV05387 |
|---|----------------------------|

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. not recovering anything of value by this action.
 - b. recovering less than \$10,000 in value by this action.
 - c. recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

▶

 (SIGNATURE)

EXHIBIT D – Request for Dismissal (Unlawful Detainer)

| | |
|--|-------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michelle Marchetta Kenyon (SBN 127969); Kevin D. Siegel (SBN 194787) BURKE, WILLIAMS & SORENSEN, LLP 1999 Harrison Street, Suite 1650 Oakland, CA 94612-3520 TELEPHONE NO.: 510.273.8780 FAX NO. (Optional): 510.839.9104 E-MAIL ADDRESS (Optional): mkenyon@bwsllaw.com; ksiegel@bwsllaw.com ATTORNEY FOR (Name): Plaintiff CITY OF REDWOOD CITY | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME: Hall of Justice and Records | |
| PLAINTIFF/PETITIONER: CITY OF REDWOOD CITY DEFENDANT/RESPONDENT: EMILIO DIAZ | |
| REQUEST FOR DISMISSAL | CASE NUMBER: 18UDL00811 |
| A conformed copy will not be returned by the clerk unless a method of return is provided with the document. | |
| This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.) | |

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (name): _____ on (date): _____
- (4) Cross-complaint filed by (name): _____ on (date): _____
- (5) Entire action of all parties and all causes of action
- (6) Other (specify):*

2. (Complete in all cases except family law cases.)

The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: October __, 2023

Kevin D. Siegel

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

▶ (SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

▶ (SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

- Plaintiff/Petitioner Defendant/Respondent
- Cross-Complainant

(To be completed by clerk)

- 4. Dismissal entered as requested on (date): _____
- 5. Dismissal entered on (date): _____ as to only (name): _____
- 6. Dismissal **not entered** as requested for the following reasons (specify): _____
- 7. a. Attorney or party without attorney notified on (date): _____
- b. Attorney or party without attorney not notified. Filing party failed to provide _____
 a copy to be conformed means to return conformed copy

Date: _____ Clerk, by _____, Deputy

| | |
|---|----------------------------|
| PLAINTIFF/PETITIONER: CITY OF REDWOOD CITY DEFENDANT/RESPONDENT: EMILIO DIAZ | CASE NUMBER: 18UDL00811 |
|---|----------------------------|

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. not recovering anything of value by this action.
 - b. recovering less than \$10,000 in value by this action.
 - c. recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

▶

(SIGNATURE)

MAYOR JEFF GEE
VICE MAYOR LISSETTE ESPINOZA-GARNICA
COUNCIL MEMBER ALICIA C. AGUIRRE
COUNCIL MEMBER KAIA EAKIN
COUNCIL MEMBER DIANE HOWARD
COUNCIL MEMBER ELMER MARTINEZ SABALLOS
COUNCIL MEMBER CHRIS STURKEN

DRAFT MINUTES

1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA

JOINT CITY COUNCIL/
SUCCESSOR AGENCY/
PUBLIC FINANCE AUTHORITY
REGULAR MEETING AGENDA
Monday, September 11, 2023, 6:00 PM

1. CALL TO ORDER

- 2. ROLL CALL** – All Council Members were present. Council Members Howard and Martinez Saballos participated remotely via Zoom.

Staff present: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez, and Interim City Clerk Yessika Castro.

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

4. AB 2449 REQUESTS AND CONSIDERATIONS FOR MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE OR EMERGENCY CIRCUMSTANCES

Council Member Martinez Saballos requested to participate in the meeting remotely due to just cause.

5. PRESENTATIONS/ACKNOWLEDGEMENTS

5.A. Proclamation recognizing National Suicide Prevention Month

San Mateo County Behavioral Health Commissioner and Redwood City Chief of Police Kristina Bell accepted the proclamation.

5.B. Proclamation recognizing Welcoming Week and Welcoming Star Award presented to Tito Alvarez and Familias Unidas

Sequoia Union High School District Board Members Crystal Leach, Carrie DuBois and Rich Ginn accepted the proclamation. Redwood City Together representative Ella Gray and Redwood City Equity and Inclusion Fellow Gabriella Morales presented the Welcoming Star Awards to Tito Alvarez and Familias Unidas.

5.C. Proclamation recognizing National Hispanic Heritage Month

Latino Community Council of Redwood City members Connie Guerrero and Arnoldo Arreola accepted the proclamation.

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

The following members of the public spoke:

- Taylor Pope
- Karvin Dassanayake
- Adrian Brandt

7. CONSENT CALENDAR

Council Member Sturken requested to pull item 7D for further discussion.

Motion and second, Aguirre and Espinoza-Garnica, to approve all items on the Consent Calendar, except for 7D, passed unanimously by roll call vote.

Motion and second, Sturken and Espinoza-Garnica, to approve item 7D, with additional direction to staff to follow up on the San Mateo County Sheriff's Office's portal as well as the City's reporting mechanism MyRWC, passed unanimously by roll call vote.

7.A. Annual display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month (301) Reso 16176 (0093)

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City authorizing the display of the Mexican National flag for the Fiestas Patrias celebration during National Hispanic Heritage Month.

CEQA:

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

7.B. Application to the Local Agency Formation Commission (LAFCo) for Extension of Water Service to 715 Vernal Way (APN 068-053-240) (304) Reso 16177 (0090)

Recommendation:

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water services to 715 Vernal Way (APN 068-053-240) outside jurisdictional boundaries pursuant to Government Code Section 56133.

CEQA:

Categorically Exempt - Class 3. New construction or conversion of small structures

7.C. Final Acceptance - Veterans Memorial Offsite Traffic Calming – Package One Project (304)

Recommendation:

By motion, accept the Veterans Memorial Offsite Traffic Calming – Package One Project, and authorize the release of bonds and retention according to City procedures.

CEQA:

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

7.D. Response to San Mateo County Grand Jury Report: “Bike Safety in San Mateo County; Making Bicycling Safer in the County” (302)

Recommendation:

By motion, approve letter responding to San Mateo County Civil Grand Jury Report titled “Bike Safety in San Mateo County; Making Bicycling Safer in the County” and authorize the Mayor to execute and transmit the letter.

CEQA:

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

7.E. Notification of the exigent use of military equipment (drone) not approved for use by Redwood City Police Department’s Military Equipment Use Policy during police activity on August 10, 2023 (301)

Recommendation:

Receive notification of the exigent use of unapproved military equipment during police activity on August 10, 2023, as required by Police Department Military Equipment Use Policy Section 703.9.

CEQA:

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

7.F. Approve Live Performance Agreement between the City of Redwood City and Zoppé Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots (304) Reso 16178 (0092)

Recommendation:

1. By motion, determine that due to the nature of the services, a competitive bidding

process is not likely to serve the best interests of the City and the contract may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppé Circus in an amount not to exceed \$383,000 (requires 5/7 vote); and 2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.

CEQA:

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

7.G. Award Main Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated to replace inoperable equipment required to ensure proper heating of the Redwood City Downtown Library (304)

Recommendation:

By motion, approve and authorize the City Manager to execute the contract documents and award the standard form contract for the Downtown Library Boiler Replacement Project to Bay City Boiler and Engineering Company, Incorporated of Hayward, CA for their responsive and responsible low total bid of \$208,410; and authorize the City Manager or their designee to increase the contract amount, if necessary, up to 10% of the amount awarded in an amount not to exceed \$20,841 for a total amount of \$229,251.

CEQA:

Categorically Exempt - Class 1. Existing Facilities

7.H. Agreement with Pump Repair Service Co. for annual storm pump maintenance and repair services to ensure functionality and readiness of storm pump operations for their intended use (304)

Recommendation:

By motion, approve and authorize the City Manager to execute a one-year agreement for services with Pump Repair Service Co. in an amount not to exceed \$250,000, including City Manager authority to extend the Agreement for three additional two-year terms through 2030, for a total contract amount not to exceed \$1,750,000 for storm pump maintenance and repair services.

CEQA:

Categorically Exempt - Class 1. Existing Facilities

- 7.I. **Waive second reading and adopt ordinance amending Chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to allow fees to be set by City Council resolution; no changes made to fee amounts (301) Ord 2528 (0013)**

Recommendation:

Waive the second reading and adopt an ordinance amending chapter 20, article VII, section 20.165 of the Redwood City Municipal Code relating to temporary parking meter permits to authorize that fees be set by City Council resolution.

CEQA:

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

- 7.J. **Approve August 26, 2023 and August 28, 2023 City Council Minutes (301)**
- 7.K. **Approve claims and checks from September 11, 2023 to October 2, 2023 and the usual and necessary payments through October 2, 2023 (303)**

8. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS

- 8.A. **Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025 (209)**

Planning Commission Chair Rick Hunter and Vice Chair Filip Crnogorac gave a presentation.

There was no public comment.

Recommendation:

By motion, approve the proposed Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025.

CEQA:

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

Motion and second, Aguirre and Sturken, to approve the proposed Planning Commission Work Plan for FY 2023-2024 and FY 2024-2025, passed unanimously by roll call vote.

- 8.B. **Senior Affairs Commission Work Plan for FY 2023-2024 and FY 2024-2025 (209)**

Senior Affairs Commission Chair Hal Draeger and staff liaison Bruce Utecht gave a presentation.

There was no public comment.

Recommendation:

By motion, approve the Senior Affairs Commission Work Plan for Fiscal Year FY 2023-2024 and FY 2024-2025.

CEQA:

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

Motion and second, Espinoza-Garnica and Sturken, to approve the Senior Affairs Commission Work Plan for Fiscal Year FY 2023-2024 and FY 2024-2025, passed unanimously by roll call vote.

9. PUBLIC HEARINGS - None

10. STUDY SESSIONS

10.A. Vision Zero Program Progress Report Study Session

Transportation Manager Jessica Manzi gave a presentation.

The following members of the public spoke:

- Isabella Chu
- Mac Hart
- Dylan Finch
- Taylor Pope
- Marcelene Luna

Recommendation:

Receive an update on Vision Zero activities; no formal action will occur at this meeting.

CEQA:

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

A Study Session was held. No formal action was taken.

11. STAFF REPORTS

- 11.A. **Receive draft Automated License Plate Reader (ALPR) policy, receive public comment on the ALPR program in accordance with Civil Code § 1798.90.55(a), and approve purchase of 25 Flock Group, Inc. ALPR cameras for the City of Redwood City with a three-year service contract from Flock** (304)

Redwood City Police Lieutenant Junsun Lee and Sergeant Jeff Boyce gave a presentation.

The following members of the public spoke:

- Clara Jaeckel
- Stephen J
- John Smith
- Tyler
- Community Member
- Sue Nix

Recommendation:

1. Receive Redwood City Police Department's Draft Automated License Plate Readers Policy and public comment on proposed Automated License Plate Reader program; and
2. By motion, approve and authorize the City Manager to execute an agreement to purchase 25 Automated License Plate Reader cameras from Flock Group, Inc. with installation and a three-year service agreement, covering the time period September 2023 to September 2026 for a not-to-exceed amount of \$243,750.00.

CEQA:

Categorically Exempt - Class 1. Existing Facilities

At 10:55 p.m., motion and second, Sturken and Espinoza-Garnica, to extend the meeting to 11:30 p.m., passed 6-1 by roll call vote, with Council Member Aguirre opposed.

Motion and second, Sturken and Martinez Saballos, to approve the staff recommendation, with an amendment to include in the draft policy a required annual report, explicit procedures for analyzing camera data, and a list of prohibited camera activities. The motion was withdrawn by the motion maker, and no vote was taken.

Motion and second, Howard and Martinez Saballos:

1. Receive Redwood City Police Department's Draft Automated License Plate Readers Policy and public comment on proposed Automated License Plate Reader program; and
2. Approve and authorize the City Manager to execute an agreement to purchase 25 Automated License Plate Reader cameras from Flock Group, Inc. with installation and a three-year service agreement, covering the time period September 2023 to September 2026 for a not-to-exceed amount of \$243,750.

The motion passed 6-1 with Council Member Sturken opposed.

11.B. Waive first reading and introduce an Ordinance revising the City’s Municipal Code Chapter 8A (Bingo Games) to comply with state law and provide for local regulations on bingo games in Redwood City (301)

City Manager Melissa Stevenson Diaz gave a presentation.

The following members of the public spoke:

- Muneerah Crawford
- Richard Pierce
- George Smith

Recommendation:

Waive first reading and introduce an ordinance of the City of Redwood City amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code regarding Bingo Permits.

CEQA:

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

Motion and second, Eakin and Howard, to waive first reading and introduce an ordinance of the City of Redwood City amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code regarding Bingo Permits, passed unanimously by roll call vote.

12. MATTERS OF COUNCIL INTEREST

12.A. City Council Member Report of Conferences and Meetings Attended

12.B. City Council Committee Reports

A. Finance/Audit Sub-Committee

Council Member Eakin gave an update.

B. Climate Action Sub-Committee

Council Member Sturken gave an update.

C. 101/84 Project Ad Hoc Committee

Mayor Gee gave an update.

12.C. City Manager (Oral) Update

City Manager Melissa Stevenson Diaz reported on upcoming park safety community meetings scheduled for September 19 (English) in-person, September 26 (Spanish) in-

person, and October 19 virtually via Zoom. She also announced upcoming weekend closures on Highway 101 southbound between Whipple and Brittan Avenues from September 29 through October 2, and northbound between October 13 through October 16.

Motion and second, Sturken and Espinoza-Garnica, to extend the meeting to 11:32 p.m., passed 6-1 with Councilmember Aguirre opposed.

13. **ADJOURNMENT** – Mayor Gee read a biography on Michael Fernandez and adjourned the meeting in his memory at 11:32 p.m.

Respectfully submitted

Yessika Castro, CMC, CPMC
Interim City Clerk

DRAFT

MAYOR JEFF GEE
VICE MAYOR LISSETTE ESPINOZA-GARNICA
COUNCIL MEMBER ALICIA C. AGUIRRE
COUNCIL MEMBER KAIA EAKIN
COUNCIL MEMBER DIANE HOWARD
COUNCIL MEMBER ELMER MARTINEZ SABALLOS
COUNCIL MEMBER CHRIS STURKEN

DRAFT MINUTES

1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA

CITY COUNCIL
SPECIAL MEETING AGENDA
Monday, September 18, 2023, 5:30 PM

1. **CALL TO ORDER** – Mayor Gee called the meeting to order at 5:30 p.m.
2. **ROLL CALL** – All Council Members were present.

Staff present: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez, and Interim City Clerk Yessika Castro.

3. **PLEDGE OF ALLEGIANCE** – Council Member Eakin led the pledge of allegiance.
4. **AB 2449 REQUESTS AND CONSIDERATIONS FOR MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE OR EMERGENCY CIRCUMSTANCES** – None
5. **PUBLIC COMMENT** – There was no public comment.
6. **CLOSED SESSION**

6.A Closed session regarding public employees’ performance evaluation pursuant to paragraph (1) of subdivision (b) of Government Code Section 54957

Titles: City Manager and City Attorney

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

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

At 5:34 p.m., the City Council convened Closed Session.

There was no reportable action following the Closed Session.

6. ADJOURNMENT – Mayor Gee adjourned the meeting at 7:51 p.m.

Respectfully submitted,

Yessika Castro, CMC, CPMC
Interim City Clerk

DRAFT



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Approve Transportation Advisory Committee Work Plan for Fiscal Years 2023-2024 and FY 2024-2025

RECOMMENDATION

By motion, approve Transportation Advisory Committee Work Plan for Fiscal Years 2023-2024 and FY 2024-2025.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City Council has asked each City Board, Commission, and Committee (BCC) to prepare a two-year work plan for City Council review and approval. The purpose of the work plan is to align BCC work with the City Council's Strategic Plan, which includes Equity as a foundational guiding principle and sets Housing, Transportation, and Children and Youth as Strategic Priorities. Work plans are prepared by the BCC members and presented to the City Council by the BCC Chair and Vice Chair. The Transportation Advisory Committee (TAC) discussed the work plan at their March 14, 2023 meeting, created an ad hoc subcommittee to further refine the work plan, discussed the draft work plan at their June 13, 2023 meeting, and adopted it, following discussion, at their September 12, 2023 meeting.

The TAC's mission statement reads:

"Increase safe, attractive, comfortable and independent access and travel for the Redwood City community, utilizing Complete Streets principles and practices."

The Committee's three focus areas are:

1. Help to create multi-modal transportation options that enable safe, attractive, comfortable, and independent access and travel for pedestrians, bicyclists, transit users, and motorists of all ages and abilities.
2. Provide staff with recommendations for pragmatic and specific user solutions.
3. Serve as a conduit for community input and to consider community requests and provide recommendations to staff.

ANALYSIS

Redwood City's adopted Strategic Plan, which placed equity as the foundational guiding principle, has three Strategic Priorities to help the City accomplish its mission of *"Building a welcoming Redwood City through collaboration, responsiveness and excellence."* One of these Priorities is *Transportation* which aims to *"Create and maintain a multimodal, safe and accessible transportation network."*

The City Council also identified three goals for the Transportation priority:

- Implement the adopted Vision Zero Action Plan's recommended strategies to eliminate fatalities and serious injuries from traffic collisions.
- Create and implement programs, policies and infrastructure to support zero emission trips.
- Ensure Redwood City is considered in all strategic regional transportation initiatives.

To further the City's progress on local and regional transportation projects that equitably increase multimodal and accessible transportation options and traffic safety, the TAC identified the following priorities for their FY 2023-2024 and FY 2024-2025 work plans:

- Vision Zero– Significantly decrease car-car, car-bike, and car-pedestrian collisions, injuries, and fatalities.
- Development Projects and Major Transportation Planning Initiatives – Provide early-stage input on active transportation components of major development projects (e.g. Sequoia Station, Transit District, Gatekeeper, Grade Separation Feasibility Study projects). Monitor implementation of *RWC Walk Bike Thrive*.
- Capital Improvement Plan - Review and recommend capital improvements to pedestrian, bicycle, and transit facilities.
- Metrics – Ensure continued prioritization of Vision Zero and 50% non-auto trips by 2040 goals.
- Codes and Ordinances - Review City Municipal Code and Zoning ordinance related to pedestrian and bicycle issues to ensure they are up to date, reflect best practices, and prioritize equity and the needs of vulnerable road users; recommend changes, if needed.
- New and emerging transportation options – Introduce and test pilot projects, gather community input, and eventually make projects permanent if successful.
- Improved bicycle network and connections – Support projects/initiatives to provide high-quality bicycle connections within the city and between neighboring jurisdictions.
- Community Outreach and Education - Provide educational opportunities for the community and the TAC.

- Grant applications - Review, prioritize, and endorse grant applications for pedestrian and bicycle projects.

Further details on these items are located in the Proposed Work Plan (Attachment A).

EQUITY IMPACT STATEMENT

Equity and/or inclusion was considered in development of the TAC 2023-2024 and 2024-2025 Work Plan through the following:

- Considering Vision Zero and vulnerable road users as the top priority.
- Elevating community outreach as an activity to inform development of transportation projects and by considering who benefits and who is burdened by projects.
- Advancing projects that ensure that equity priority neighborhoods have access to a high-quality transportation network and facilities.

FISCAL IMPACT

Staff time is required to administer the Work Plan and to assist the TAC in achieving short-term goals and follow-up items. Current funding within the FY 2023-24 Adopted Budget is sufficient to support the Committee's activities.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378(b)(5), because adopting a committee work plan is an organizational or administrative activity that has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

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

ALTERNATIVES

The City Council could provide alternative or additional direction on the work plan topics and projects or prioritization.

ATTACHMENTS

Attachment A – Proposed Transportation Advisory Committee Work Plan for FY 2023-2024 and FY 2024-2025

REPORT PREPARED BY:

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

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

Boards, Commissions and Committees Work Plan Guidelines

- Step 1** Review purpose of Commission as defined by Charter/Ordinance/Resolution.
- Step 2** Develop a Mission Statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by the City Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, and ideas
 - B. Determine the benefit if the project or item is completed
 - C. Is it mandated by State or local law? Does it align with the City Council’s Strategic Initiatives?
 - D. Would the task or item require a policy change at the City Council level?
 - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
 - F. Completion time? (1-year, 2-year, or longer term?)
 - G. Measurement criteria? (How will you know you are on track? Is it effective?)
- Step 5** Prioritize projects from urgent to low priority.
- Step 6** Prepare final Work Plan for submission to the City Council for review and approval in the following order: Work Plan Cover Sheet, Listing of Members, Priority List, Work Plan Worksheet – Steps 1 through 8
- Step 7** Use your approved Work Plan throughout its term as a guide to focus on the work at hand.
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of approved priorities or goals
 - B. Status of each item, including any additional resources required in order to complete
 - C. If an item on the list is not completed, indicate why it was not completed and list any additional time and/or resources that will be needed in order to complete

Commission Work Plan Guidelines Work Plan Worksheet

Step 1

| | |
|---|---|
| <p>Review purpose of Commission as defined by Charter/Ordinance</p> | <p>The Advisory Committee has three focus areas:</p> <ol style="list-style-type: none"> 1. Help to create multi-modal transportation options that enable safe, attractive, comfortable, and independent access and travel for pedestrians, bicyclists, transit users, and motorists of all ages and abilities. 2. Provide staff with recommendations for pragmatic and specific user solutions. 3. Serve as a conduit for community input and to consider these requests and provide recommendations to staff. <p><i>The Advisory Committee is not a decision-making body but a recommending body.</i></p> |
|---|---|

Step 2

| | |
|--|--|
| <p>Develop or review a Mission Statement that reflects that purpose</p> <p><i>Who we are, what we do, who we do it for, and why we do it</i></p> | <p>Increase safe, attractive, comfortable and independent access and travel for the Redwood City community, utilizing Complete Streets principles and practices.</p> |
|--|--|

Step 3

| | |
|--|--|
| <p>Discuss any priorities already established by Council as they relate to your respective BCC</p> | <p>Strategic initiative – Create and maintain a multimodal, safe and accessible transportation network. Goals include: create an action plan to implement Vision Zero strategies, complete the City’s bike/pedestrian master plan, build Vera Avenue bike boulevard and Roosevelt Avenue traffic calming projects, initiate detailed design work for safety improvements on El Camino Real, collaborate with Caltrans to increase safety on state highways (El Camino Real and Woodside Road) as part of planned projects, Create policies and infrastructure to support zero emission trips, advance Transit District plan, including environmental studies, implement micromobility ordinance, ensure Redwood City is considered in all strategic regional transportation initiatives.</p> |
|--|--|

Step 4

| Brainstorm goals, projects or priorities of the Commission | Benefit, if completed | Mandated by State/ local law? Aligns with Council’s Strategic Initiatives? | Required policy change at Council level? | Resources needed for completion? Staff or creation of subcommittees? | Estimated Completion Time | Measurement criteria How will we know how we are doing? |
|--|---|--|--|---|---------------------------|--|
| <u>1. Vision Zero (goal)</u> | Significantly decrease car-car, car-bike, and car-pedestrian collisions, injuries, and fatalities | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <ul style="list-style-type: none"> Identify a TAC member to participate in City’s Vision Zero Task Force and report on Task Force progress at each TAC meeting during Matters of Committee Interest Overlay Vision Zero priority corridors/ intersections with priority equity areas to identify and prioritize locations included in both areas Periodically review collision and other safety statistics Use above statistics to develop a “Vision Zero checklist” for projects to measure how the project contributes to the City’s Vision Zero goal | Longer term (ongoing) | |
| <u>2. Development Projects and Major Transportation Planning Initiatives (project)</u> | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <ul style="list-style-type: none"> Provide early-stage input on active transportation components of major development projects that have off-site transportation improvements (e.g. Sequoia Station, Transit District, Gatekeeper, Grade Separation Feasibility Study projects) Monitor and provide input on <i>RWC Walk Bike Thrive</i> implementation by tracking projects going to Planning Commission Discuss equity and impacts on high- | Longer term (ongoing) | |

7.A. - Page 8 of 15

| Brainstorm goals, projects or priorities of the Commission | Benefit, if completed | Mandated by State/ local law? Aligns with Council's Strategic Initiatives? | Required policy change at Council level? | Resources needed for completion? Staff or creation of subcommittees? | Estimated Completion Time | Measurement criteria How will we know how we are doing? |
|--|--|--|--|---|---------------------------|--|
| | | | | needs populations (such as seniors, low-income residents, people with disabilities) in review of development projects by using GIS analysis to understand where project benefits and impacts accrue. | | |
| 3. <u>Capital Improvement Plan (project)</u> | Reconcile, align CIP transportation projects with <i>RWC Walk Bike Thrive</i> projects | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <ul style="list-style-type: none"> Review and recommend capital improvements to pedestrian, bicycle, and transit facilities Identify and recommend quick-build projects Review streets lists for CIP paving projects for next 5 years, identify priority locations for protected bike lanes and other bike improvements When comparing projects, prioritize those improvements located in equity priority communities | Mid-Term | |
| 4. <u>Metrics (priority)</u> | Ensure continued prioritization of Vision Zero and 50% non-auto trips by 2040 goals to Council and the community | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <ul style="list-style-type: none"> Assist in bike/pedestrian data collection efforts Periodically review metrics on pedestrian, bicycle, and transit use in Transportation Monitoring Report and report out to Council Transportation Mobility Subcommittee Prioritize projects according to <i>RWC Walk Bike Thrive</i> metrics: serious injuries and fatalities, miles of bike lanes, shift in mode share, and disproportionate impacts on low-income residents and communities of | Longer term (ongoing) | |

7.A. - Page 9 of 15

| Brainstorm goals, projects or priorities of the Commission | Benefit, if completed | Mandated by State/ local law? Aligns with Council's Strategic Initiatives? | Required policy change at Council level? | Resources needed for completion? Staff or creation of subcommittees? | Estimated Completion Time | Measurement criteria How will we know how we are doing? |
|--|--|---|---|--|------------------------------|--|
| <p>5. <u>Codes and Ordinances / Citywide policy (priority)</u></p> | <p>Propose and advance citywide policy changes to enhance safety and accessibility (e.g. around speed limits, protected bike lanes, right turn on red, etc.)</p> | <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> | <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> | <p>color</p> <ul style="list-style-type: none"> • Establish a subcommittee and meeting schedule • With staff direction, review City Municipal Code and Zoning ordinance related to pedestrian and bicycle issues to insure they are up to date, reflect best practices, prioritize equity and the needs of vulnerable road users, increase options for people without access to a vehicle, and consider ways to reduce the likelihood of creating disparate impacts due to enforcement; recommend changes, if needed <ul style="list-style-type: none"> ○ Review and recommend updates to Chapter 8 (Micromobility Devices and Operations) of the Municipal Code ○ Coordinate with Equity & Social Justice Committee • Propose alternate process for equitably identifying and evaluating neighborhood traffic calming requests to ensure that traffic calming improvements are not limited solely to resident-requested locations | <p>1 year</p> | |
| <p>6. <u>New and emerging transportation options</u></p> | <p>Way to introduce and test new pilots/ ideas, gather community input, and eventually make</p> | <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <ul style="list-style-type: none"> • Slow Streets <ul style="list-style-type: none"> ○ Provide input on justification for continuation following end of COVID emergency declaration | <p>Longer term (ongoing)</p> | |

7.A. - Page 10 of 15

| Brainstorm goals, projects or priorities of the Commission | Benefit, if completed | Mandated by State/ local law? Aligns with Council's Strategic Initiatives? | Required policy change at Council level? | Resources needed for completion? Staff or creation of subcommittees? | Estimated Completion Time | Measurement criteria How will we know how we are doing? |
|--|--|---|---|---|---------------------------|--|
| (priority) | permanent if successful | | | <ul style="list-style-type: none"> • Downtown Street Closures • C/CAG bikeshare pilot <ul style="list-style-type: none"> • Consider increasing access by including policies for those who are unbanked, by providing discounted rates, and by promoting benefits through trusted community partners • Consider disparate impacts on people who are historically underrepresented in these policy discussions and programs | | |
| <p><u>7. Improved Bicycle Network and Connections (goal)</u></p> | <p>Support projects/ initiatives to provide high-quality bicycle connections within the city and between neighboring jurisdictions, including:</p> <ul style="list-style-type: none"> • Vera Bike Boulevard • Peninsula Bikeway (connecting Redwood City, Menlo Park, Palo Alto, Mountain View) • James and Katherine Streets | <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <ul style="list-style-type: none"> • Establish a subcommittee and meeting schedule • Vera: recommend alternate route for Red Morton Park segment; provide input on design changes for permanent installation; provide roadmap for engaging the community once permanent installation is complete; identify who is most impacted by the changes and who benefits the most • Peninsula Bikeway: review interim, low-stress bikeway for additional improvements; provide feedback on and assist with community engagement on El Camino Real Corridor Safety Project • Based on <i>RWC Walk Bike Thrive</i> projects and existing bike facilities, provide input on other potential east- | Mid-Term | |

7.A. - Page 11 of 15

| Brainstorm goals, projects or priorities of the Commission | Benefit, if completed | Mandated by State/ local law? Aligns with Council's Strategic Initiatives? | Required policy change at Council level? | Resources needed for completion? Staff or creation of subcommittees? | Estimated Completion Time | Measurement criteria How will we know how we are doing? |
|--|---|--|--|--|---------------------------|--|
| | | | | west routes to create a more robust, continuous network with priority given to projects in equity priority communities | | |
| 8. <u>Community Outreach and Education</u> (priority) | Provide educational opportunities for the community and the TAC | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <ul style="list-style-type: none"> • Regularly share best practices, alternatives, and latest innovations at TAC meetings • Assist staff outreach efforts as needed/directed by staff, e.g. Safe Routes to School tabling at Maze Days (especially at community schools), Bike Rodeos, participating in workshops and outreach events • Provide input on Vision Zero education activities (funded by Measure A grant) | Longer term (ongoing) | |
| 9. <u>Grant applications</u> (priority) | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <ul style="list-style-type: none"> • Review, prioritize, and endorse grant applications for pedestrian and bicycle projects, especially those in equity priority communities • Align priority projects with appropriate funding sources | Longer term (ongoing) | |

Step 5

| List identified Goals, Priorities and/or Tasks for the Commission | Prioritize Tasks by their significance | | | |
|--|--|-------------|-------------|-----------------------------|
| | 1 Urgent | 2 1-year | 3 2-year | 4 Long Term / Ongoing |
| Vision Zero | | | | X |
| Development Projects and Major Transportation Planning Initiatives | | | | X |
| Capital Improvement Plan | | | X | |
| Metrics | | | | X |
| Code and Ordinances / Citywide Policy | | X | | |
| New and emerging transportation options | | | | X |
| Peninsula Bikeway | | | | X |
| Community Outreach and Education | | | | X |
| Grant applications | | | | X |

Step 6 Prepare final Work Plan for submission to the City Council for review, possible direction and approval and attach the worksheets used to determine priorities, resources and timelines.

Step 7 Once approved, use this Work Plan as a tool to help guide you in your work as an advisory body.

Step 8 Report out on the status of items completed. Provide any information needed regarding additional resources needed. Indicate items that will need additional time in order to complete.

Mission Statement

Increase safe, attractive, comfortable and independent access and travel for the Redwood City community, utilizing Complete Streets principles and practices.



Transportation Advisory Committee
Work Plan for 2023-2025

**Transportation Advisory Committee
2023-2025**

Committee Members

Commissioner _____ Michael Aguilar _____

Commissioner _____ Shannon Chi _____

Commissioner _____ Christopher Day _____

Commissioner _____ Sophie Mintier _____

Commissioner _____ Talia Perlman _____

Commissioner _____ Jacqueline Ramos _____

Commissioner _____ Matthew Self _____

Transportation Advisory Committee Priority List

The _____ Transportation Advisory Committee _____ has identified the following priorities to focus on during 2023-2025:

| | |
|----|--|
| 1. | <u>Vision Zero</u> –Significantly decrease car-car, car-bike, and car-pedestrian collisions, injuries, and fatalities. |
| 2. | <u>Development Projects and Major Transportation Planning Initiatives</u> – Provide early-stage input on active transportation components of major development projects (e.g. Sequoia Station, Transit District, Gatekeeper, Grade Separation Feasibility Study projects). Monitor implementation of <i>RWC Walk Bike Thrive</i> . |
| 3. | <u>Capital Improvement Plan</u> - Review and recommend capital improvements to pedestrian, bicycle, and transit facilities. |
| 4. | <u>Metrics</u> – Ensure continued prioritization of Vizion Zero and 50% non-auto trips by 2040 goals to Council and the community. |
| 5. | <u>Codes and Ordinances</u> - With staff direction, review City Municipal Code and Zoning ordinance related to pedestrian and bicycle issues to insure they are up to date, reflect best practices, and prioritize equity and the needs of vulnerable road users; recommend changes, if needed. |
| 6. | <u>New and emerging transportation options</u> – Introduce and test pilot projects, gather community input, and eventually make permanent if successful. |
| 7. | <u>Improved bicycle network and connections</u> – Support projects/initiatives to provide high-quality bicycle connections within the city and between neighboring jurisdictions. |
| 8. | <u>Community Outreach and Education</u> - Provide educational opportunities for the community and the TAC. |
| 9. | <u>Grant applications</u> - Review, prioritize, and endorse grant applications for pedestrian and bicycle projects. |



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025

RECOMMENDATION

By motion, approve the proposed Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City Council has directed each City Board, Commission, and Committee (BCC) to prepare a new two-year work plan for City Council review and approval. The purpose of the work plan is to align BCC work with the City Council's Strategic Plan, which includes Equity as a foundational guiding principle, and sets Housing, Transportation and Children and Youth as Strategic Priorities.

The general objectives of the Arts Commission are to ensure that art, culture and creative experiences are woven into the fabric of the community by advocating for art and culture awareness, sponsoring arts and culture through grants, and facilitating public art and events.

On August 23, 2021, the City Council approved the Arts Commission FY 2021-2022 and FY 2022-2023 Work Plan that included:

1. Improve Commission Communication and Outreach

- Improve the Commission webpage

Status (in progress/ongoing): some improvements have already been implemented and a detailed web page organizational chart has been developed with additional content being created.

- Enhance the public art map

Status (in progress/ongoing): the existing “Art Tours” app has recently been updated and an Arts Commission Ad Hoc group is working with staff and volunteers on updating the 276 pieces of public art in Redwood City by confirming locations, artist information, and links about the art.

- Build a database for artists

Status (completed/ongoing): A local artist database has been created and is continually being updated.

- Develop community building through artwork initiatives

Status (completed/ongoing): The successful utility box mural program has expanded into neighborhoods; the Racial Equity Mural is a success as a result of an extensive community engagement process; and the Youth Mural Alley project engaged youth across the city.

2. Engage the Community through Public Art

- Expand opportunities to develop equity art projects

Status (completed/ongoing): Two recent projects, the Racial Equity Mural and the equity theme for the Youth Alley Mural project showcases successful projects. A new women empowerment mural will be installed on the wall of Zareen’s restaurant, and new projects are under development.

- Create youth & teen public art opportunities

Status (ongoing). Two teens from Redwood Shores recently completed two utility box murals, and a new Youth Mural Alley project will be launched next year.

- Improve Commission grant outreach

Status (completed/ongoing): The Arts Commission hosted a grants reception/training program, social media posts were created including additional Spanish language posts, and Commissioners were assigned to reach out to individual arts and culture non profits groups.

3. Implement Phase I of the Public Art Master Plan

- Support feasibility study for an Art Center in Redwood City

Status (completed/ongoing): The Arts Commission provided a grant to support the “Center for Creativity” feasibility study. An Arts Commissioner is also assigned as a liaison to serve on the steering committee.

- Implementation of Percent for Art requirements by collaborating with developers

Status (completed/ongoing): The Arts Commission has actively been engaging with those development projects meeting the Public Art Ordinance requirements. The 1180 Main project has been completed with accessible public art onsite, and several more projects are in the queue at various stages.

ANALYSIS

The powers and duties of the Arts Commission are found in Sec. 2.113 of the Code. Duties include recommendations to the City Council or City Manager regarding:

- The establishment of programs stimulating and encouraging the development and maintenance of the performing and visual arts in the City and to review periodically such programs as are so established;
- The establishment of programs memorializing or giving recognition to matters of cultural significance in the City and to review periodically such programs as are so established;
- The removal, relocation, or alteration of existing works of art or items of cultural significance in the possession of the City;
- The acquisition by the City of any work of art or item of cultural significance and the proposed location thereof;
- The aesthetics of the design and site development of any building, monument, or other structure to be constructed or acquired by the City;
- Any matter affecting the beauty and culture of the City.

With those duties in the mind and considering the City Council’s strategic priorities, the Arts Commission approved their FY 2023-2024 and FY 2024-2025 Work Plan that includes three main goals:

1. Advocate for visual art and culture awareness

- Complete the creation of a new commission webpage

- Enhance and launch the public art map/online app and
- Increase social media presence by posting a minimum of two posts per month
- Develop nonprofit grant outreach plan and build out our database

2. Sponsor arts and culture through grants and events

- Allocate large and small grants that meet equitable standards of the Commission and embrace the Commission’s priorities
- Improve the Commission Grant Outreach by increasing the percentage of small and large grant applications
- Host at least one event per year and participate at least twice a year at community events

3. Facilitate public art and events

- Commission at least one piece of public art every year
- Complete public art related ordinance updates
- Publish guidelines and policy for art in public places (“percent-for-art”)

The Arts Commission believes that their two-year Work Plan will help foster community pride through arts and cultural experiences; improve public awareness of the Commission and public art opportunities; support developers to make great public art decisions in compliance with the Art in Public Places Ordinance; increase youth and teen engagement through art; and increase equity art opportunities for the community.

EQUITY IMPACT STATEMENT

In recognizing the power of art and culture as unifying forces within our community, the Arts Commission acknowledges the diverse voices and needs that shape our collective experience. Equity was a guiding principle in the formulation of our work plan, with a determined focus on ensuring that all members of our community can access, participate in, and benefit from our programs and initiatives. Below, we outline how equity has been considered in the development of our three primary goal areas:

Advocate for Art and Culture Awareness

Inclusivity: We commit to advocating for the inclusion of diverse art forms, traditions, and cultural expressions, recognizing that our community's strength lies in its diversity.

Access: We prioritize efforts to increase awareness and appreciation of art and culture in underserved and marginalized communities, ensuring that our advocacy efforts reach those who may not otherwise have access to these resources.

Sponsor Art and Culture Through Grants and Events

Fairness in Funding: We have established a grant-making process that prioritizes equity, enabling artists and cultural organizations of all sizes, backgrounds, and abilities to apply for and receive funding.

Diverse Representation: We strive to support a wide variety of artistic and cultural expressions, focusing on promoting voices that might otherwise go unheard, including those from historically underrepresented or marginalized communities.

Facilitate Public Art and Events

We are dedicated to creating public art and events that are physically and economically accessible to all, regardless of age, ability, or socio-economic status, and ensuring that public spaces are welcoming and inclusive.

The Arts Commission Work Plan is not just a reflection of our commitment to art and culture, but also an embodiment of our commitment to equity. We recognize that our success depends on our ability to embrace and celebrate the rich tapestry of experiences and perspectives within our community. Through thoughtful planning and ongoing assessment, we strive to create a cultural landscape where every voice is heard and valued.

FISCAL IMPACT

Staff time is required to administer the work plan and to assist the Arts Commission in achieving its goals. Current funding within the FY 2023-24 Adopted Budget is sufficient to support the Commission's activities.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

The City Council could provide alternative or additional direction on the work plan goals.

ATTACHMENTS

ATTACHMENT A – Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025

REPORT PREPARED BY:

Chris Beth, Parks, Recreation and Community Services Director
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(650) 780-7253

APPROVED BY:

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

Boards, Commissions and Committees Work Plan Guidelines

- Step 1** Review purpose of Commission as defined by Charter/Ordinance.
- Step 2** Develop a mission statement that reflects that purpose.
- Step 3** Discuss and outline any priorities established by Council.
- Step 4** Brainstorm goals, projects, or priorities of the Commission and determine the following:
- A. Identify priorities, goals, projects, and ideas
 - B. Determine the benefit if the project or item is completed
 - C. Is its mandated by State or local law or by Council direction?
 - D. Would the task or item require a policy change at Council level?
 - E. Resources needed for completion? (Support staff, creation of subcommittees, etc.)
 - F. Completion time? (1-year, 2-year, or longer term?)
 - G. Measurement criteria? (How will you know you are on track? Is it effective?)
- Step 5** Prioritize projects from urgent to low priority.
- Step 6** Prepare final Work Plan for submission to Council for review and approval in the following order:
Work Plan Cover Sheet, Listing of Members, Priority List, Work Plan Worksheet – Steps 1 through 8
- Step 7** Use your approved work plan throughout its term as a guide to focus on the work at hand
- Step 8** Report out on work plan priorities to the City Council, which should include:
- A. List of approved priorities or goals
 - B. Status of each item, including any additional resources required in order to complete
 - C. If an item on the list is not completed, indicate why it was not completed and list any additional time and/or resources that will be needed in order to complete

**Commission Work Plan Guidelines
Work Plan Worksheet**

Step 1

| | |
|---|--|
| <p>Review purpose of Commission as defined by Charter/Ordinance</p> | <p>The Redwood City Arts Commission, on behalf of the Redwood City Council, is responsible for supporting and enhancing cultural life in Redwood City. It works toward this goal through the following roles:</p> <ul style="list-style-type: none"> • Advocate: Promotion of events, arts, and related programs • Funder: Allocation of grants • Broker: bringing groups together to support the arts • Provider: Concert series, art contests, public art <p>The powers and duties of the Arts Commission are found in Sec. 2.113 of the Code. Duties include recommendations to City Council or City Manager regarding:</p> <p>The establishment of programs stimulating and encouraging the development and maintenance of the performing and visual arts in the City and to review periodically such programs as are so established;</p> <p>The establishment of programs memorializing or giving recognition to matters of cultural significance in the City and to review periodically such programs as are so established;</p> <p>The removal, relocation, or alteration of existing works of art or items of cultural significance in the possession of the city;</p> <p>The acquisition by the City of any work of art or item of cultural significance and the proposed location thereof;</p> <p>The aesthetics of the design and site development of any building, monument, or other structure to be constructed or acquired by the City;</p> <p>Any matter affecting the beauty and culture of the City.</p> |
|---|--|

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Step 2

Develop or review a Mission Statement that reflects that purpose

Who we are, what we do, who we do it for, and why we do it

The Redwood Arts Commission, on behalf of the City Council, ensures that visual and performing arts, culture, and creative experiences are woven into the fabric of our community by being an advocate, sponsor, and facilitator of art and culture in the city.

Step 3

Discuss any priorities already established by Council as they relate to your respective BCC

1. Equity
2. Children and Youth

Step 4

| Brainstorm goals, projects or priorities of the Commission | Benefit, if completed | Mandated by State/local law or by Council direction? | Required policy change at Council level? | Resources needed for completion? Staff or creation of subcommittees? | Estimated Completion Time | Measurement criteria How will we know how we are doing? |
|--|---|---|---|--|---|---|
| <p>Advocate for visual and performing arts and cultural awareness</p> | <p>-Improve public awareness of the commission and the arts</p> <p>-Support developers to make great public art decisions and comply with the Art in Public Places Ordinance (percent-for-art)</p> <p>-Foster community pride through amazing arts and cultural experiences</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <p>-City Staff</p> <p>-Commission Sub-Committee</p> | <p>Winter 2024</p> <p>Fall 2023</p> <p>Ongoing</p> <p>Spring 2024</p> | <p>-Complete the creation of a new commission webpage</p> <p>-Enhance and launch the public art map/app</p> <p>-Increase social media presence by posting a minimum of 2 posts per month</p> <p>-Develop nonprofit grant outreach plan and build out our database</p> |
| <p>Sponsor arts and culture through grants and events</p> | <p>-Increase equity art opportunities for Redwood City</p> <p>-Increase youth and teen engagement with art</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <p>-City Staff</p> <p>-Commission Sub-Committee</p> | <p>Ongoing efforts to continue community engagement</p> <p>Yearly</p> <p>Yearly</p> | <p>-Allocate large and small grants that meet equitable standards of the Commission and embrace the Commission’s priorities</p> <p>-Improve Commission grant outreach by increasing the percentage of small and large grant applications</p> <p>-Commission hosts at least one event per year and table at least two events</p> |

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| | | | | | | |
|--|--|---|---|--|---|---|
| <p>Facilitate public art and events</p> | <p>-Make Redwood City the Arts, Entertainment, and Cultural destination of the Peninsula</p> <p>-Improve the Public Art process for the City, artists, administrators, developers, and the community</p> <p>-Connect our community through public art experiences, gatherings, and conversations</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> | <p>-City Staff and Commission Sub-Committee</p> <p>-Developers</p> | <p>Yearly</p> <p>Fall 2024</p> <p>Summer 2024</p> | <p>-Commission at least one piece of public art every year</p> <p>-Complete public art related ordinance updates</p> <p>-Publish guidelines and policy for art in public places (percent-for-art)</p> |
|--|--|---|---|--|---|---|

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Step 5

| List identified Goals, Priorities and/or Tasks for the Commission | Prioritize Tasks by their significance | | | |
|---|--|-------------|-------------|----------------|
| | 1 Urgent | 2 1-year | 3 2-year | 4 Long Term |
| Advocate for visual and performing arts and cultural awareness | X | X | X | |
| Sponsor arts and culture through grants and events | | X | X | X |
| Facilitate public art and events | | X | X | X |
| | | | | |
| | | | | |

Step 6 Prepare final work plan for submission to the City Council for review, possible direction and approval and attach the Worksheets used to determine priorities, resources and time lines.

Step 7 Once approved, use this plan as a tool to help guide you in your work as an advisory body.

Step 8 Report out on status of items completed. Provide any information needed regarding additional resources needed. Indicate items that will need additional time in order to complete.

Mission Statement

The Redwood Arts Commission, on behalf of the City Council, ensures that visual and performing arts, culture, and creative experiences are woven into the fabric of our community by being an advocate, sponsor, and facilitator of art and culture in the city.



Arts Commission
Work Plan for FY 2023-2024 and FY 2024-2025

Commission Members

Chairperson Anna Westendorf

Vice Chairperson Ashley Quintana

Commissioner Carol Sconzert

Commissioner Sandra Keely

Commissioner Francesca Draughon

Commissioner Jason Newblanc

Commissioner Natalie Sheehan

Arts Commission Priority List

The _____ Arts Commission _____ has identified the following priorities to focus on during FY 2023-24 and FY 2023-24:

| | |
|----|---|
| 1. | Advocate for visual and performing arts and cultural awareness. |
| 2. | Sponsor arts and culture through grants and events. |
| 3. | Facilitate public art and events. |
| 4. | |
| 5. | |



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Study Session on activities to advance the City Council's Strategic Priority of Children and Youth

RECOMMENDATION

Hold a Study Session and receive individual City Council Member input on activities to advance the City Council's Strategic Priority of Children and Youth. No formal action will be taken.

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth

BACKGROUND

The City Council has long recognized the fundamental importance of children and youth in shaping both the present and future vitality of the Redwood City community. In 2019 the City Council designated Children and Youth as one of three top priorities for the City of Redwood City and has affirmed that stance annually. This study session will review comprehensive efforts to support children and youth through activities in multiple departments (primarily Parks, Recreation and Community Services (PRCS) Department and the Library Department, supported by other City departments) and in collaboration with community partners. In FY 2023-24 the City has committed nearly \$7M, roughly 4% of the General Fund, to fund activities supporting children and youth, and strives to continuously improve the services, programs and spaces provided.

According to the Census 2021 American Community Survey 5-Year Estimates, children and youth under 18 represent about 22% of the City's total population, with 18,115 residents under 18. An additional 5,727 residents, or 7% of the population, are aged 18-24.

The City’s population of children and youth is not expected to grow significantly in the near future. Figure 1 shows combined data for Redwood City and North Fair Oaks from the County of San Mateo Office of Education, with 2032 projections provided by the Association of Bay Area Governments, demonstrating that the population of children 0-12 in Redwood City is projected to remain stable over the next decade, even as the population is projected to grow about 4% per year.

Net Change in Children Ages 0-12, 2022 to 2032 (Redwood City)

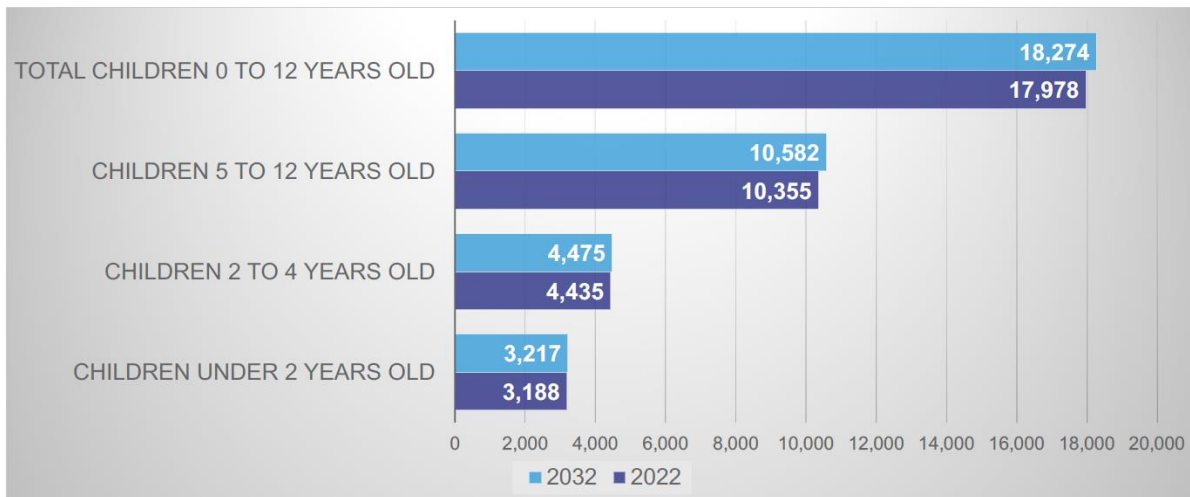
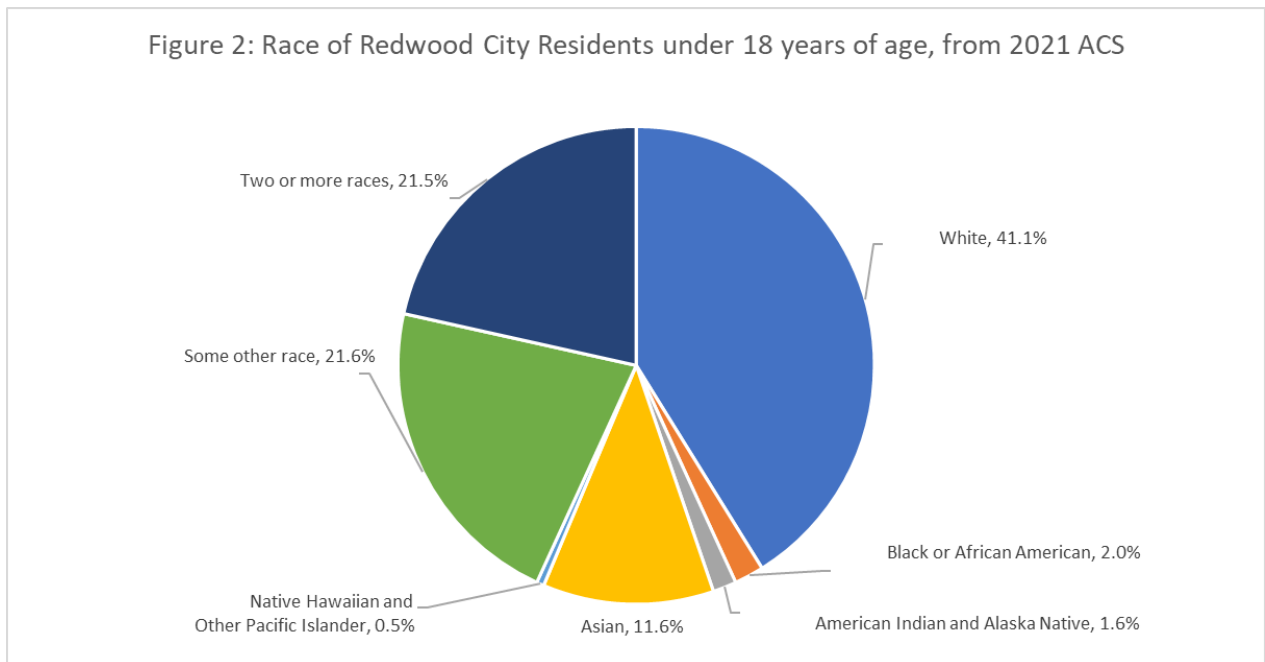


Figure 1: Net Change in Children Ages 0-12, 2022 to 2032 (combines Redwood City and North Fair Oaks data – no separate projections available for Redwood City only)

According to the American Community Survey, 47.9% of Redwood City residents under 18 years of age identified as Hispanic or Latino. The breakdown by race is shown in Figure 2.



While 41.1% of respondents identified as white, only 29.9% of respondents identified as “White alone, not Hispanic or Latino.” The American Community Survey indicates that 53% of children under 18 are male, while 47% are female (ACS does not provide a response option for nonbinary individuals).

In addition to the comprehensive list of services and activities provided in this report, a two-page, high-level summary of initiatives to support the strategic priority of Children and Youth is provided to the City Council on an annual basis. The most recent version of this summary is provided as Attachment A to this report.

ANALYSIS

Nurturing the growth, education, and well-being of our young population is an investment in future generations. Children and youth are not merely beneficiaries of services but potential leaders and active contributors to the City’s future.

This report is organized by the following sections:

- Approach to Supporting Children and Youth
- City Programs and Services for Children and Youth
 - Educational Programs
 - Recreation/Health and Wellness
 - Child Care
 - Youth Engagement
 - Youth Development and Employment
 - Spaces for Youth
 - Police Department Diversion Program

- Data Collection and Utilization in Children and Youth Services
 - Outcomes and Impact
- Continuous Improvement

APPROACH TO SUPPORTING CHILDREN AND YOUTH

In developing programs and activities for children and youth in the community, City staff takes into consideration several different program elements. Focusing available resources to successfully meet the needs of our youngest community members requires attention to multiple facets and perspectives, including holistic development, positive opportunities, collaborative partnerships, equity, community engagement, accountability and impact measurement, and sustainability and innovation.

Holistic Development: This means a comprehensive approach that includes education, recreation, health, and civic engagement. The goal is to create a nurturing environment that supports not just academic achievement but also physical, emotional, and social growth.

Positive Opportunities: Participating in early literacy programs, academic enrichment, youth sports and wellness programs, and out-of-school time activities leads to positive outcomes, and also prevents negative future outcomes such as engagement with the juvenile justice system.

Collaborative Partnerships: Recognizing that children's and youth's needs are multifaceted, the City encourages collaboration across City departments (including Library, Parks, Recreation and Community Services), with the Redwood City Together community collaborative, and with outside organizations, including, but not limited to, Belmont-Redwood Shores School District, Boys and Girls Club, Casa Circulo Cultural, Familias Unidas, Friends of the Redwood City Public Library, Friends of Youth, Redwood City Friends of Literacy, Redwood City Library Foundation, Redwood City Parks and Arts Foundation, Redwood City School District, Sequoia Union High School District, Sheriffs Activities League, The PAL Center and many more. Partners' joint efforts and seamless integration are essential to achieving desired outcomes.

Equity: Because children and youth from different backgrounds and different neighborhoods may have access to different opportunities, PRCS and Library staff are intentional about creating programs that include all community members, focusing on accessible options for children and youth of color, low-income families, people with disabilities, and those from other historically marginalized identities.

Community Engagement: PRCS and Library programs promote active participation from families, educators, local businesses, and other stakeholders. Community input is vital in shaping policies and programs that respond to the unique needs and aspirations of Redwood City's children and youth. Comprehensive studies have been commissioned to ensure that initiatives align with the City Council's strategic priorities and the community's goals and needs. These include the Child Care Gap Study, Community Collaborative for Children's Success, Parks Needs Assessment, Redwood City & North Fair Oaks COVID-19 Community Needs Assessment, and the RCPL Listens conversations that informed the 2023-2025 Library Service Priorities.

Accountability and Impact Measurement: The City regularly assesses the effectiveness and impact of initiatives. The City aims for transparent reporting and a clear demonstration of how programs are contributing to the City's Strategic Plan.

Sustainability and Innovation: The City provides ongoing financial commitment and is open to innovative approaches that can adapt to changing needs and opportunities. PRCS and the Library both support proven models of success and support exploration of new ideas and methodologies, such as the Purposeful Action, Creation and Engagement (PACE) initiative.

The City also provides support for community collaboration across sectors through its significant role in administering the Redwood City Together collaborative. Redwood City Together advances the success of youth and families in Redwood City and North Fair Oaks through community collaboration. Ten core partners are Cañada College, City of Redwood City, John W. Gardner Center at Stanford University, Kaiser Permanente, Redwood City School District, San Mateo County Health, San Mateo County Human Services Agency, Sequoia Healthcare District, Sequoia Union High School District, and Upward Scholars. Redwood City Together also works extensively with community partners. The City serves as the fiscal agent for the collaborative, including significant roles in the administration of budget, personnel, and grants management. The Early Childhood Working Group of Redwood City convenes a number of cross-sector partners to work for collective impact to benefit children and youth.

CITY PROGRAMS AND SERVICES FOR CHILDREN AND YOUTH

The City, through the PRCS Department and Library, offers many programs, services, spaces, and resources for children and youth. These include educational programs, recreation activities, youth engagement opportunities, health and wellness services, access to child care, gathering spaces, and police diversion programs.

Educational Programs:

- Library early literacy programs and activities include 10 storytimes per week, including 3 bilingual storytimes; Early Learners (toddler age) and Little Learners (preschool age) stories, crafts, free books, take-home activities for families to do together (including monthly bilingual sessions); monthly sensory friendly storytimes for children on the autism spectrum; Makerspace programs to promote Science, Technology, Engineering, Arts, and Mathematics (STEAM) education; Music with Val and Rondas, Cuentos y Canciones; Kid Makers; Coding Club; Lego Robotics League; arts and crafts programs; children's authors and illustrators; and musical performers
- PRCS Early Learning Programs include Lil' Learners Preschool Program; Spanish Immersion Lil' Learners for 3–5-year-olds, programs for toddlers to threes called "Small Steps" and "Tiny Tikes" that includes age-appropriate play and learning activities, arts and crafts, story times, sensory exploration, and music; and several toddler camps and classes throughout the year
- The Library Summer Learning Challenge provides a fun, engaging opportunity to keep thousands of children and youth reading over the summer to prevent summer learning loss

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- The PRCS Department offers five after school programs, four of them called “REACH” (Recreation, Enrichment, Academic intervention, Community service, and Health and wellness). Those four schools are: Adelante Selby Spanish Immersion School, Henry Ford, Orion Alternative, and Roosevelt. The fifth on-site after school program is Sandpiper School in Redwood Shores. A total of over 600 children are served Monday through Friday during the school year, as well as a special summer school session PRCS provides for up to 200 children
- Library teen programs include recreational activities such as Anime Club, Film Club, and Free Comic Book Day; life skills workshops such as dorm room cooking; and educational opportunities such as Teen Library Takeover, Teen Makers, college application workshops, resume writing, and career opportunities
- Over 400 quarterly youth and teen educational classes are provided by PRCS, including mathematics, science, robotics, Lego engineering and design, coding, music, chess, and more.
- PRCS Youth Center tutoring and computer access six days a week
- PRCS hosts an annual Pre-School Science Fest for children and parents that draws over 200 participants
- Library cultural celebrations and presentations by diverse performers, authors, and staff, including Welcoming Week and United Against Hate Week, help foster education, empathy, and understanding
- Library provides 24/7 free multilingual live online homework tutoring and a writing lab in all subject areas for K-12 students
- Big Lift Inspiring Summers camps are conducted through Library collaboration with Redwood City School District and San Mateo County Libraries
- Project READ provides one-on-one matches between young learners and volunteer tutors to work on individual learning goals. The Teen Tutors program also matches teen tutors with elementary-aged learners, improving reading skills and building self-confidence for both learners and tutors
- Library technology lending programs offer wireless hotspots to support student access to the internet and iPads with developmental games and apps for children
- In response to the community need for quiet study spaces, a room adjacent to the Downtown Library Teen Center is being converted to a quiet homework area
- Traveling Storytime provides Library volunteer-led storytimes at local preschools and child care centers
- Library book clubs are offered in English and Spanish for kids and teens
- Empower Library cards provide expanded access to online databases and research resources for all K-12 students in Redwood City

Recreation/Health and Wellness:

- PRCS provides after school sports leagues (in partnership with the Boys and Girls Club and the Sheriff’s Activities League) for an average of 2,000 students per year that includes soccer, basketball, flag football, and volleyball.
 - Increase in participation numbers for Fall 2023 from one year ago:
 - Flag Football (6th- 8th grade, Coed) – 10% increase
 - 4th/5th Grade Girls Volleyball – 110 % increase
 - 6th – 8th Grade Volleyball – 25% increase

- Tennis, run club, skate, 4th/5th flag football, etc.) - 20% increase
- PRCS facilitates the use of City and school districted sports fields to 13 community youth sports organizations serving over 12,000 children annually
- PRCS youth dance, sport, and hobby classes are offered each quarter to foster physical health and creativity, including providing over \$50,000 scholarships annually to families in need.
- Specialized summer camp offerings are provided by PRCS that serves an average of over 4,000 youth each year
- Over 100 teens participated in the “Teen Takeover” event at the Red Morton Community Center this past summer
- Children and family-focused free events are held throughout the year, such as the Kid’s Rock summer concerts, Almost-Mother’s Day event, Zoppe Italian Circus, and weekly free performances at the Magical Bridge Playground
- PRCS and Library partnered with PAL to offer Downtown Friday Night Teen Series held behind the Downtown Library where an average of 100 youth bikers attended
- This past year PRCS increased teen programming by 70% to serve youth and teens. Programs range from Youth Center Back to School Kick-off, Skate Night, Outdoor Middle School Movie night, Middle School dance in Redwood Shores, Open Mic Night in North Fair Oaks, High School Study Sessions, High School Movie Night and a High School Teen Talk Series serving 700 teens between the ages of 12-18
- Teen Advisory Board hosted the Teen Career Networking Dinner with 36 high school students attending
- Red Morton Youth Center membership have increased by 25% from 2022 to 2023 and have added 60 new teen memberships this past August
- The REACH program offers free healthy snacks as part of the program; and PRCS Department-led camps offer a nutritious lunch as part of their enrollment
- The Free Summer Mobile Recreation program served over 1,400 youth at five park locations throughout the city, focused on recreation and movement
- PRCS partners with Casa Circulo Cultural on a Mobile Art Van program where free weekend programs are provided at various parks throughout the city, including Mezes, Spinias, Fleishman, and Red Morton parks
- The Magical Bridge Playground receives and estimated 35,000 visits each month
- The Library partners with mental health providers like StarVista to expand access to care and services for youth
- PRCS is partnering with Cannabis Decoded to provided social media education/information about the use of cannabis and to influence smart choices and prevention

Child Care:

For many years the City has recognized the important role of quality child care for the community. The City has sought to connect families with services and to increase the supply of child care in Redwood City, recognizing that child care is essential to enabling parents’ participation in the workforce and quality child care and early education enhances children’s development. The Covid-19 pandemic hit childcare providers hard, and the City supported providers with targeted outreach and special grants. In 2022, the

San Mateo County Child Care Partnership Council initiated a new child care needs assessment to better understand the needs of families, children, and early care providers. Result summaries are highlighted below in Figures 3, 4, and 5. Child care supply has increased by 20% since 2017, however, the total supply meets only 75% of need in 2022. By 2032, even with increased supply only 71% of needed spaces are expected to be available.

Change in Supply Since 2017 (Redwood City)

| | Number of Spaces in Family Child Care Homes | Number of Spaces in Child Care Centers | Total |
|------------------|---|--|-------|
| 2017 | 1,158 | 4,788 | 5,946 |
| 2022 | 1,050 | 6,083 | 7,133 |
| Change in Number | (108) | 1,295 | 1,187 |
| Percent Change | -9% | 27% | 20% |

15 fewer Family Child Care Homes
2 fewer Centers

Figure 3: Changes in Child Care Supply, 2017-2022 (Redwood City)

Supply and Demand, 2022 and 2032 (Redwood City)

| | Children Under 2 years | Children Ages 2-4 years | Children Ages 5-12 years | Total |
|---------------------|------------------------|-------------------------|--------------------------|--------|
| Current Supply | 601 | 2,575 | 3,957 | 7,133 |
| Spaces Needed: 2022 | 1,488 | 3,167 | 4,856 | 9,512 |
| • 2022 Shortfall | 887 | 592 | 899 | 2,378 |
| • 2022 Demand Met | 40% | 81% | 81% | 75% |
| Spaces Needed: 2032 | 1,439 | 3,179 | 6,004 | 10,621 |
| • 2032 Shortfall | 736 | 338 | 2,046 | 3,120 |
| • 2032 Demand Met | 49% | 89% | 66% | 71% |

Figure 4: Child Care Supply and Demand by age, 2022 actual data and 2032 projections (Redwood City)

As shown in Figure 5, the gap is even more acute for low income families where only 34% of needed subsidized child care spaces are available.

Need for Subsidized Child Care (Redwood City)

| | Children Under 2 years | Children Ages 2-4 years | Total |
|---|------------------------|-------------------------|--------------|
| Number of Children Eligible for State Subsidy | 898 | 771 | 1,669 |
| Percentage of Children Eligible for State Subsidy | 22% | 28% | 25% |
| Number of Subsidized Spaces | 49 | 517 | 566 |
| Unmet Need for Subsidized Spaces | 849 | 254 | 1,103 |
| Percent of Need Met | 5% | 67% | 34% |

Figure 5: Need for Subsidized Child Care (Redwood City)

The full report may be found here: [2022 San Mateo County Child Care Needs Assessment](#)

Some of the ways that the City is helping to address these child care gaps include:

- PRCS Lil’ Learners Preschool at the Red Morton Community Center, serving an average of 55 children ages 3-5
- Lil Learners Pre-School is expanding their programs to Redwood Shores and North Fair Oaks offering their Small Steps and Tiny Tikes programs from ages 2-4
- The Fair Oaks Community Center hosts a federally supported child care center serving over 120 children Monday through Friday
- The City leases space (below market rate) to Champions (CCLC) for use of a portion of the Sandpiper Community Center for 80 child care spaces
- Staff are actively serving on Redwood City Together’s Early Childhood Working Group to develop strategies to bridge the child care gap within the community
- Staff works closely with the Child Care Coordinating Council (4C’s) of San Mateo County on providing annual updates to the City’s website information for family resource and child care provider information
- The Community Development and Transportation Department’s Planning Division is helping to facilitate developer agreements that includes child care facilities within building projects
- PRCS provide free to low cost after school extended programs for grade K-5th grade at 4 Redwood City School District sites and one site at Sandpiper Community Center
- The City provides scholarships to qualifying families to assist those in need

Youth Engagement:

Over the years the City Council has asked staff to support opportunities for youth input on policy, youth leadership, and youth community service. The following recent and current initiatives support these goals.

- Engagement with youth voices, particularly youth of color, was a central tenet of The People’s Budget initiative, and ideas gathered through that process continue to inform City services
- The Police Advisory Committee Town Hall in 2022 engaged youth in both the development of the meeting and in providing them a voice in policing issues
- Additional policy efforts, such as the economic and workforce development plan to be presented to the City Council on October 9, 2023, are also prioritizing youth voice in the public engagement process
- The Youth and Teen Advisory Boards have a total of 42 members serving in a volunteer and advisory role for the PRCS Department. In 2022, PRCS focused its first Equity Goal “Diversifying the Youth and Teen Advisory Board” by increasing outreach in both English and Spanish and going to high school clubs focused on diversity.
- Both PRCS and the Library are collaborative partners with the PACE (Purposeful, Action, Community, Engagement) Program with the PAL Center and Redwood City Together, including bicycle ride-outs; Friday night events; mentoring; and building trust from our youth and teens. Through the development of the PACE program, the Police Department has also implemented appropriate alternatives to strict enforcement for low-level youth offenses, including increasing its focus on relationship building with youth and providing connections to positive opportunities
- 30 youth participated in the summer PRCS “Volun-Teen Program” where staff provided mentorship and community service experiences
- The Teen Advisory Board hosted the Teen Career (Government/Public Service) Networking Dinner with 36 high school students attended
- In partnership with several community organizations, the City will be hosting a College, Career, and Community Fair for youth in October 2023
- In partnership with Woodside High School, 40 teen volunteers at Halloween Spooktacular are providing activities to children
- The City of Redwood City was recognized as an All-America City Award finalist for 2023 by the National Civic League. The theme of the awards process this year was Creating Thriving Communities through Youth Engagement, and the PACE program, People’s Budget, Magical Bridge Playground, and OYE Conference were several youth-oriented initiatives featured in the City’s application and presentation.
- The City Council approved changes in eligibility criteria for many Boards, Commissions, and Committees to allow residents as young as 16 to be appointed
- The City is a partner in the Vibrant Opportunities for Involvement, Community, and Empowerment (VOICE) program, a six-month youth leadership and civic engagement program launching this fall to prepare youth for board, committee, or commission service, or other civic engagement activities. The program will be offered by Youth Leadership (YLI) in partnership with the City and Get Healthy San Mateo County.

Youth Development and Employment:

The City provides multiple employment and workforce development activities for youth, including the following:

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- The PRCS and Library Departments employ up to 150 teens each year to serve as youth recreation leaders for camps, after school programs, child care, community center attendants, scorekeepers, tutors, library summer learning challenge assistants, youth programming assistants, and more
- Several leadership and volunteering opportunities are available to promote civic participation and skill development such as PRCS' Leader-In-Training (L.I.T.) program where this past year, 45 youth participated
- City participation in Youth Empowerment, Employment, and Entrepreneurship (YEEE!) summer internships; and connections to employment opportunities for 416 unduplicated youth
- The Junior Fire Academy hosts two-week summer camps each year for up to 40 children ages 11-13
- The City offers a Fire Explorer Program, affiliated with Scouts of America, for teens/young adults ages 13-21.
- The Fire Cadet Program, designed for young adults ages 18 and older, support youth interested in a career in the fire service.
- Fire Department Internship Programs are designed for students who are affiliated with an educational institution (college, university or high school)
- The Police Department provides training and mentoring for 15 youth through their Cadet Program
- The City will hold job fairs for youth and collect data about economic mobility and workforce development options for youth thanks to a \$10,000 Youth Excel Fellowship grant from the National League of Cities

Spaces for Youth:

Investing in spaces for youth are a critical function to both PRCS and the Library. Annual Capital Improvement Program (CIP) funding requests are considered with youth in mind, and these investments ensure spaces are enhanced and used for youth. Some already existing spaces that have been created and are being maintained include:

- Makerspace, Family Place, Teen Center, and Project READ at the Downtown Library
- Youth-oriented areas at the Redwood Shores and Schaberg branch libraries
- Dozens of parks and playgrounds where children and youth get outside and play each day
- Community centers hosting youth programs and activities
- Youth Center at Red Morton with extended after school and weekend hours
- Magical Bridge Playground where all are welcome
- Friday night Downtown space for the PACE program

The most recent CIP funding requests and projects include:

- Downtown Parks Project
- Downtown Library expansion feasibility study
- Jardin de Ninos Park expansion project with new free WiFi
- Hawes Field and Fair Oaks Field improvements

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- Hoover Park renovation
- Mezes Park refresh project
- Dolphin Park playground renovation project

In order to enhance equitable distribution of services, programs are also delivered in spaces not owned or operated by the City, most notably Redwood City School District facilities, where PRCS works with other community partners to provide after school sport leagues, and after school programs, and Library staff visits to Early Childhood centers to read stories and share information about services occur. Additionally, the summer PRCS Mobile Recreation Program, in partnership with Casa Circulo Cultural, offers youth art and recreation at parks throughout the city.

Police Department Diversion Program

In addition to comprehensive programming, services and spaces to support healthy development of children and youth, the City funds a diversion program, supported by the Police Department's Juvenile and Family Services Specialist. The primary goal of the Police Department diversion program is to prevent youth involvement in the juvenile justice system. When a youth is accepted into the police diversion program, they have the opportunity to work along with their caregiver and the Juvenile and Family Services Specialist to receive support in addressing challenging behaviors, learn healthy coping strategies, strengthen relationships with family and others in the community.

The voluntary six-month program includes educational classes, counseling, community service, case management and resource referral. The program seeks to foster accountability, improve school and family engagement, address mental health needs, and increase levels of overall youth functioning in their family and community. It also aims to provide youth and their families with services they would not have otherwise received and connect them to broader community service alternatives. This approach can have lasting benefits for youth and it also reduces the costs to the juvenile justice system.

DATA COLLECTION AND UTILIZATION IN CHILDREN AND YOUTH SERVICES

PRCS and the Library both employ strategic approaches to data collection and analysis to continuously align services for children and youth with community needs. Data are collected through many channels and approaches: bilingual satisfaction surveys and questionnaires; program analytics like attendance and participation rates; community outreach activities including focus groups, community meetings, and individual interviews; metrics provided by partner agencies like Redwood City Together and the Redwood City School District; and online engagement through social media and other digital platforms.

Data is analyzed through multiple lenses to help inform service delivery and development. Staff identify trends, preferences, and emerging needs within different age groups, neighborhoods, and cultural communities. Assessing disparities in access, engagement, and outcomes among various demographic groups helps maintain a focus on equitable prioritization of resources. Financial analysis also promotes equity by analyzing needs for free or reduced-cost programs, as well as scholarship opportunities. Such analysis also helps maximize return on investment and alignment of resources with community priorities.

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Program evaluations measure the effectiveness of programs in achieving desired outcomes such as increased knowledge, improved literacy rates, increased physical activity, or enhanced social skills.

After the analysis phase, data-driven insights guide the creation of new programs and refinement of existing ones, ensuring alignment with community needs and strategic priorities. This is an ongoing, cyclical activity that happens for different programs and services throughout the year and is not just tied to comprehensive studies of services or strategic planning efforts. Information on community needs and participation guides resource allocation decisions on staffing, facilities, and budgeting. Regular reports to the PRCS Commission and Library Board provide accountability and demonstrate progress, impact, and alignment with the strategic priority of Children and Youth. Data also feeds back into the community engagement process, helping to tailor strategies and ensuring that outreach and communication resonate with the community's diverse population. In turn, additional community engagement feeds long-term strategic planning and strategy development through a comprehensive understanding of community dynamics and evolving needs.

Outcomes and Impact

Library and PRCS programs make a tremendous impact on local children and youth, providing learning opportunities, opportunities for social interaction and emotional growth, enhanced physical fitness and wellness, and a greater quality of life for children and youth and their caregivers. The City provides literally thousands of individual events and activities each year, and the combined effects of these programs are cumulative. In some ways, measuring the specific outcomes for individuals are challenging.

Many research studies demonstrate how engagement with Library programs and services correlates with increased literacy rates and school performance. The report *Public Libraries: A Vital Space for Family Engagement* by the Harvard Family Research Project cites the importance of libraries in building family engagement to support children's learning and development, utilizing the Aspen Institute's "People, Place, and Platform" framework.

- People: Libraries develop the capacity of all families to develop the knowledge, skills, and confidence they need to support children's learning.
- Place: Libraries bring families together in a welcoming and supportive space to create social bonds and networks that benefit children and families.
- Platform: Libraries offer opportunities for families, schools and communities to come together to innovate and build creative and unique pathways to empower families and support children's learning.

According to the National Assessment of Adult Literacy conducted by the National Center for Education Statistics, two-thirds of students who did not read proficiently by the 4th grade will be incarcerated and/or receive welfare benefits as adults. Numerous studies highlight the impact of early care and education (ECE), including the famous HighScope Perry Preschool Study, which tracked impacts of ECE on a group of preschool aged African American children living in poverty until the participants were age 40, at which

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time ECE participants had higher graduation rates, were more likely to be employed and have higher earnings, had committed fewer crimes, and were more likely to own their own homes.

According to the National Recreation and Park Association, a study conducted by Dr. Peter Witt of Texas A&M University, and Dr. Linda Caldwell, Penn State University, their “Rationale for Recreation Services for Youth: An Evidenced Based Approach” (2010), show that parks and recreation departments are ideally situated to supply the supports, opportunities, programs and services to facilitate children and youth’s development into healthy and fully functioning adults. There is strong evidence that out-of-school time activities and contexts are significant contributors to the promotion of youth development, and the contribution of reducing juvenile delinquency.

Many factors influence school success and other facets of youth development, including housing factors, food access, family engagement, physical or cognitive disabilities, school programs and services, and more. As a result, it is difficult to isolate the specific contributions City programs make to broader individual and community outcomes. In fact, this is one of the reasons the City works with so many partners to create collective impact. Redwood City Together has an Early Childhood Working Group working with the entire collaborative to develop key metrics for children’s and youth success that will be shared across all participating entities and sectors (government, education, health care, nonprofits) in the years to come.

Below are just a few of the many positive impacts City services are making, and some figures to show how heavily the community utilizes these programs.

- Project READ youth tutoring participants increase reading skills by three grade levels in their first year of participation
- Redwood City children, youth, and families are reading together and developing a love of lifelong learning. The Library checked out 420,643 children’s items and 21,332 teen items from its collection last fiscal year, comprising 67% of total library circulation.
- Enrichment and recreation activities reach a large segment of the City’s population, with 29,203 children and youth attending youth-oriented Library programs in FY2022-23, a 79% increase from FY2021-22. An additional 33,315 individuals attended all-ages or family programs, a 63% increase from last year.
- 8,864 individuals participated in the 2023 Library Summer Learning Challenge, helping to offset learning loss while schools are on summer break
- 2,035 teens visited the Downtown Library Teen Center last year
- Library program survey outcome measurements are not broken down by age, but of program attendees of all ages surveyed, 98% reported an increase in knowledge and 92% reported that they would change their behavior as a result of what they learned.
- 96% of parents felt that the PRCS’ REACH After School Program provides physical and emotional safety for their child
- 93% of parents stated that REACH has a positive impact on their child
- 72% of parents stated REACH program supported their child with their homework and academics
- 90% of Teachers feel the REACH program helps support students’ social and emotional needs

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- 85% of teachers believe the partnership with REACH has had a positive impact on student's success in school

Broader data gathering efforts also highlight the level of value the community places on the available programs and services for children and youth. In the last City services satisfaction survey in December 2021:

- 74% of residents expressed satisfaction with programs and activities for children and teens
- 82% were satisfied or very satisfied with Parks and Recreation programs
- 89% were satisfied or very satisfied with public libraries and library services

CONTINUOUS IMPROVEMENT

While our children and youth programs and services offer a comprehensive, high-quality array of options for the community, PRCS and Library staff work to improve access, reach, and impact on an ongoing basis. Some of the areas of focus to further enhance options for children and youth include:

- Improving program access low-income families by implementing sliding scale fees or increased scholarship opportunities to ensure that all families, regardless of income, can participate
- Increasing cultural representation and inclusion by expanding culturally sensitive programming and including community members in the planning process to ensure diverse representation and authenticity
- Ensuring gender equity by offering programs with enhanced accessibility, inclusive content and participation opportunities across all gender identities
- Improving language accessibility through targeted marketing and community outreach, including initiatives like the new ¡Bienvenidos! Grant project to provide Spanish language interpreters from Upward Scholars at Library programs conducted in English.
- Enhancing accessibility for children and youth with disabilities, learning challenges, or special needs by modifying both facilities and programs to be inclusive and accessible to those with varying abilities
- Reducing transportation barriers by exploring community partnerships to provide transportation solutions and to offering programs virtually and in more neighborhoods in the City. A recent success is the partnership with the Boys and Girls Club to provide free transportation for the After School Sports Program citywide.
- Overcoming the digital divide to expand access to virtual or technology-based programs through the Library's robust technology lending program and wireless networks, and expanded free WiFi access through park and playground renovations
- Increasing youth voice and agency through opportunities for children and youth to actively shape the programs meant for them, moving beyond Youth and Teen Advisory groups to increased partnership programs like PACE, the OYE Conference, and Teen Library Takeover that deepen youth engagement from the planning stages through implementation of activities
- Expanding access to child care to address the growing shortfall in available spaces. The 2022 San Mateo County Child Care Needs Assessment showed that Redwood City has a total shortfall of

2,378 spaces for 2–12-year-olds meeting 75% of the total need. In 2032, the projected shortfall of 3,120 spaces will result in just 71% of the child care needs being met. Collaborating with Redwood City Together’s Early Child Care Working Group to provide direct input on citywide strategic planning efforts with child care partners and working with Community Development and Transportation Department (Planning Division) to leverage child care-oriented community benefits from developers.

- Seeking additional financial support and partnerships from local businesses and nonprofits to meet emerging needs as the community grows and changes

Being intentional about all of these areas for improvement requires a concerted effort and commitment to principles of equity. By recognizing and acting on the data we collect, and the community input we receive, we can create a community where all children and youth, regardless of their socioeconomic background, abilities, or identities, have the opportunity to thrive and contribute to the vibrant future of Redwood City.

The collaboration between Redwood City Parks, Recreation and Community Services Department, the Redwood City Public Library, and numerous other City departments and community partners is successfully enhancing the lives of children and youth in Redwood City. Continued support, expansion, and strategic focus of these efforts will ensure a thriving and vibrant community for generations to come.

EQUITY STATEMENT

The City Council recognizes that equity is at the heart of the City’s strategic initiatives, particularly when it comes to the welfare and development of our children and youth.

Our commitment to equity means that we actively work to ensure all children and youth in our community, regardless of their background, have access to the same opportunities, resources, and supports. This includes, but is not limited to, access to quality education, healthcare, safe and supportive environments, and recreational activities.

We acknowledge that systemic inequities exist, and that certain groups of children and youth, including those from low-income families, those from historically marginalized communities, and those with disabilities, may face additional barriers to success. We are committed to identifying and addressing these barriers in order to create a more inclusive and equitable community for all. Through intentional planning, policy development, and resource allocation, we will work to create a more equitable and inclusive community where all children and youth can thrive.

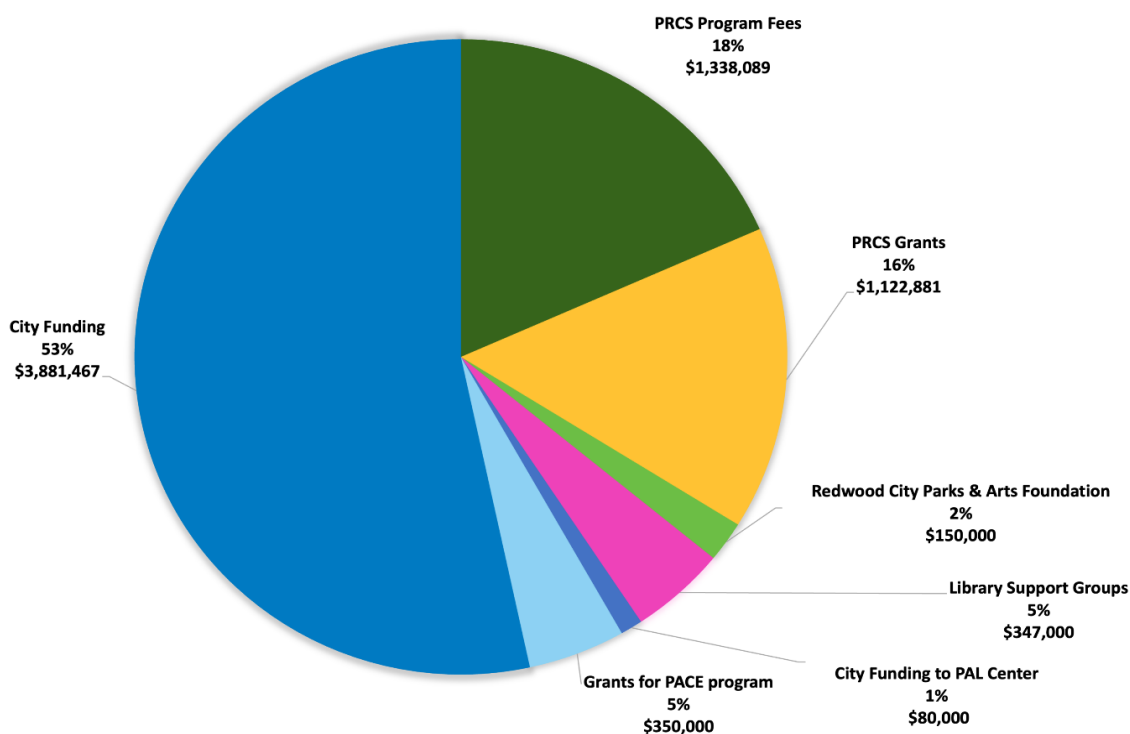
FISCAL IMPACT

There is no fiscal impact related to the City Council receiving this report. The City has allocated \$6,839,437 in FY 2023-24, representing approximately 4% of the City’s General Fund budget, towards programs and services for Children and Youth. This includes \$1,937,386 allocated to the Library, and \$4,283,051 to the

Parks, Recreation, and Community Services (PRCS) Department, and \$619,000 for the Police Department (staffing costs for Juvenile Detective, Juvenile & Family Services Specialist, and Cadet Advisor). In addition, PRCS receives \$1,222,881 in grant revenue to offset after school programs costs and is expected to generate \$1,338,088 in program revenues this current fiscal year. The City provides \$80,000 annually for PAL Center services to children and youth.

The pie chart below represents the City’s General Fund funding for programs and services, grants and program revenues, financial support received from City partner organizations (Library support groups and the Parks and Arts Foundation), as well as PACE program revenues from sponsorships and grants.

FUNDING SOURCES FOR CHILDREN AND YOUTH

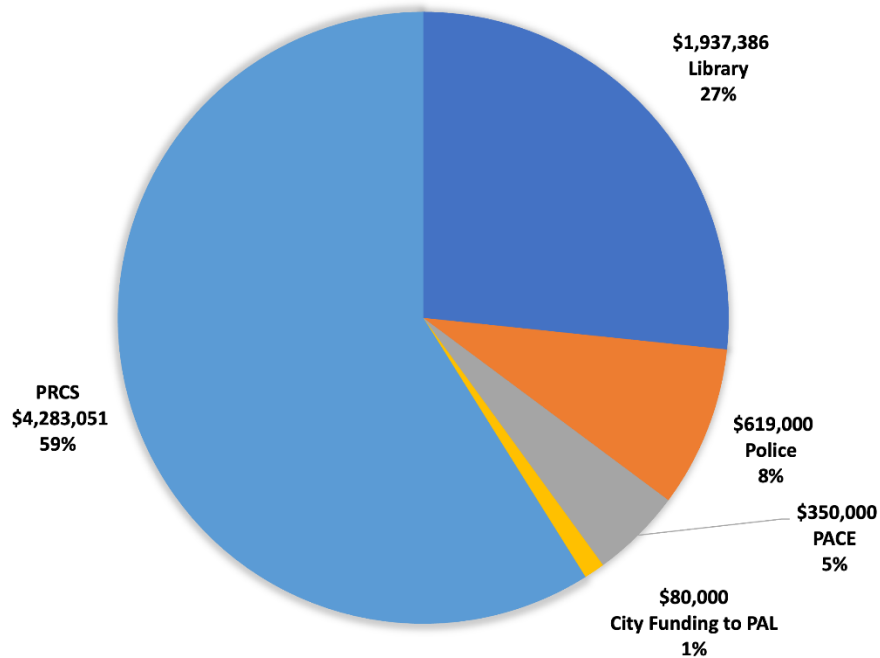


The City is very fortunate to have close partners who raise funds annually to support PRCS and Library needs such as youth scholarships, children’s activities, supplies for learners and tutors in Project READ, books, and capital improvements. The Redwood City Parks and Arts Foundation contributed approximately a combined \$150,000 to fund youth scholarships and equipment for events last year. The Redwood City Library Foundation, Friends of the Redwood City Public Library, and Redwood City Friends of Literacy combined to provide about \$347,000 last year, and \$543,000 the previous year (much of which was for Makerspace construction).

The City also uses revenue generated from ticketed sales events, such as \$350,000 generated from Oktoberfest and Zoppe ticket sales, to continue to provide free Downtown community events that also includes children’s events.

The pie chart below represents the City's expenditures on programs and services for children and youth by City department or partner program. Because of matching obligations, staffing infrastructure costs, and other mandates, the expenditures for PRCS show as greater than the direct grant and program revenue brought in for those programs.

EXPENDITURES FOR CHILDREN AND YOUTH



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.

ATTACHMENTS

Attachment A – Children and Youth Strategic Initiatives Fact Sheet

REPORT PREPARED BY:

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CHILDREN AND YOUTH

INITIATIVES



Create opportunities for children and youth to grow, learn and play in safe and healthy environments.

GOALS

PRODUCTION
Increase the number and affordability of child care spaces



AMENITIES AND PROGRAMS
Increase opportunities for family entertainment, family-friendly businesses and youth activities



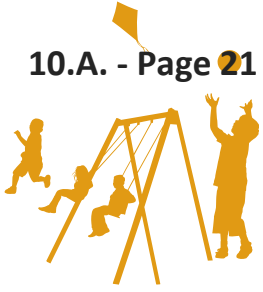
YOUTH ENGAGEMENT
Increase opportunities for youth to provide meaningful input



FY 2023-24 SMARTIE GOALS

- Begin implementation of the new 2023-25 Library Service Priorities to support the community aspirations of access, inclusion, health, and safety for all residents by June 2023.
- Complete construction drawings to build the new Downtown Park adjacent to the Downtown Library with an eye towards accessible youth amenities that both expand and complement amenities at the Library and go out to bid by Spring 2024.
- Addition of outdoor classroom adjacent to Jardin de Ninos Park project (1606 Middlefield): Final design completed and expect to go out to bid by January 2024.
- Initiate the PRCS Commission recommended “Complete Parks Indicators” project with the goals of providing all residents with easy access to a great park, close inequitable gaps in parks access and quality, and support health and health equity.
- Finalize the community engagement process and develop preferred design of the Hoover Park Master Plan project by December 2023 and launch the construction phase by June 2024.
- Offer 25% more youth and teen programs in Environmental Justice (EJ) neighborhoods through free mobile recreation, mentoring/career networking, and events by June 2024.





CHILDREN AND YOUTH INITIATIVES

AMENITIES AND PROGRAMS

- Deliver at least ten storytimes per week, including regular bilingual sessions, across all three library locations
- Provide Library events and activities for children and teens to support Science, Technology, Engineering, Arts, and Mathematics (STEAM) education in the new Makerspace, including the grant-funded Lego Robotics League.
- After distributing over 7000 “Empower Library Cards” to local students last year, ensure that new / transfer students also receive the cards on an ongoing basis.
- Update the Redwood Shores Branch Library Interpretive Center to incorporate new technology and subject matter, including sea level rise
- Support over 80 trained volunteer teen tutors in providing one-on-one tutoring to younger children through Project READ’s youth literacy programs
- Provide an equitable array of youth wellness and learning programs at 5 PRCS after school program sites, serving 400 students, that focuses on pandemic recovery issues like learning loss, mental health and food insecurity
- Provide at least 12 free summer mobile recreation programs at a minimum of 6 parks identified in underserved neighborhoods of the City
- Increase youth recreation activities by 20% in North Fair Oaks and Redwood Shores for greater youth access by Spring 2024
- Host a teen talk speaker series for at least 50 youth that focuses on: growth mindset, college and job preparation, financial education and more by Spring 2024
- Host a “Public Sector Career Speed Networking” event to give at least 40 high school students the opportunity to learn about careers in the public sector by Spring 2024

YOUTH ENGAGEMENT

- Provide a robust Library Summer Learning Challenge program to keep thousands of children and teens reading over the summer
- Continue Purposeful, Action, Creation and Engagement (PACE) program – creating jobs, weeknight/weekend and evening activities for youth and supporting bike rides
- Support the Youth Advisory Board to host the “Volun-teen Program” engaging at least 50 youth in the 2023-24 school year to provide volunteer services throughout the community
- Continue to provide opportunities for youth to express themselves and weigh in on important issues and projects within the City through the participation of a total of at least 30 youth/teens by serving on the Teen and Youth Advisory Boards
- Implement new focus areas for Library teen activities, including Library Takeover for Teens, mental health referral and drop-in services, and bicycle-oriented activities





STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 2, 2023

SUBJECT

Study Session on the City's Climate Action Plan and sustainability efforts including preliminary findings on the Sea Level Rise Vulnerability Assessment, status update on the Disposable Foodware Ordinance, Green Infrastructure implementation, the development of the City's Urban Forest Plan, and the City's Sustainability Incentive Program

RECOMMENDATION

Receive an update on City's Climate Action Plan and sustainability efforts and provide individual City Council Member input. No formal action will be taken.

STRATEGIC PLAN GUIDING PRINCIPLE

Sustainability

BACKGROUND

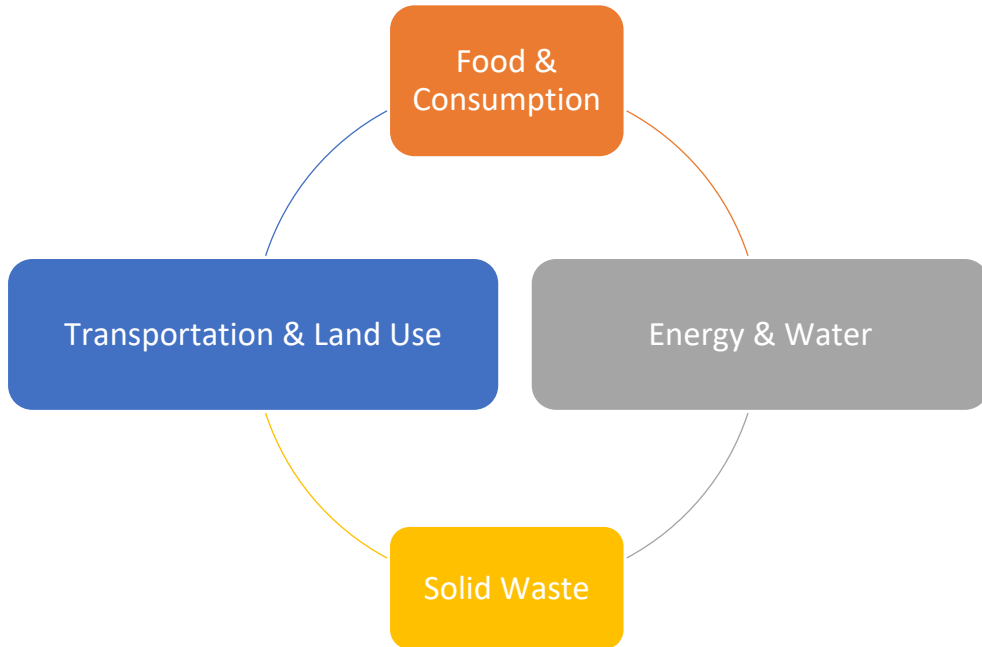
In November 2020, the City Council adopted an update to the Redwood City Climate Action Plan (CAP). The updated Plan extends through 2030 with the goal to reduce the City's Greenhouse Gas (GHG) emissions to 50% below 2005 levels by that year. This is an interim step toward the City's ultimate goal of achieving carbon neutrality by 2045. The City has made significant progress towards its climate action goals, and between 2005 and 2019, Redwood City reduced its emissions by 121,414 metric tons (MT) of carbon dioxide equivalents (MTCO₂e) to achieve 19% percent below 2005 levels.

To achieve a 50 percent reduction by 2030, Redwood City will need to reduce total emissions by about 350,562 MTCO₂e. This will represent a significant increase in the scale and speed of reductions from prior CAP goals. However, "bending of the carbon curve" through ambitious goals is essential to meeting the overall goal of carbon neutrality by 2045 and avoiding worsened climate change impacts. The table below

shows Redwood City’s 2005 emissions, the emission targets for Redwood City from the State of California, and the emission reduction goals in the 2030 CAP.

| 2005 EMISSIONS (MTCO ₂ e) | STATE TARGET EMISSIONS BY 2030 (MTCO ₂ e) | 2030 Business as Usual (BAU) EMISSIONS (MT CO ₂ e) | 2030 CAP REQUIRED EMISSIONS REDUCTIONS (MT CO ₂ e) |
|---|---|---|---|
| 640,161 | 326,482 | 677,044 | 350,562 |

To meet 2030 CAP goals, the City has identified four sectors to reduce GHG emissions to achieve the 2030 and 2045 targets:



The City Council’s Climate Action Sub-Committee provides guidance to staff on policy matters related to the City’s Climate Action Plan and efforts to achieve carbon neutrality. The Sub-Committee meets multiple times a year, giving staff the opportunity to present key issues prior to bringing recommended actions to the full City Council for approval.

Beyond the direct benefit of a more stable climate, many climate actions generate additional benefits, such as the ones listed below:

| | |
|----------------------------|--|
| Public health | Actions to mitigate climate change can improve air quality and physical and mental health |
| Enhanced resilience | Actions that address climate change can also bolster resilience to other hazards |
| Reduced traffic congestion | Climate actions can reduce traffic congestion |
| Equity and inclusion | Climate action can foster a more equitable and inclusive community: City-driven climate action approaches have the potential to increase |

| | |
|-------------------------------|---|
| | equity and inclusion in both the planning process as well as in long-term outcomes |
| Economic stability and growth | Climate action can boost the local economy through local projects, programs, and jobs |

Carbon sequestration – Many actions that address climate vulnerability and risk also reverse emissions of GHGs into the atmosphere. Actions to sequester carbon in trees, soils, and vegetation can minimize stormwater runoff and increase biodiversity of plants and animals.

The effects of climate change are being experienced already and will continue to affect Redwood City. These include:

- Rising temperatures
- Sea level rise
- Increased fire risk
- Increased frequency and intensity of storms
- Decreased availability and quality of water
- Increased impact on energy systems
- Financial impacts

Over the years, the City’s efforts and commitment to reducing greenhouse gas have been widely recognized. Here are some of the recognitions we have received from the Institute for Local Government:

- 2023 Leadership and Innovation Award
- 2019 Spotlight Award for Community Greenhouse Gas Reductions
- 2018 Gold Beacon Award
- 2018 Spotlight Award for Community Greenhouse Gas Reductions – Gold
- 2017 Spotlight Award for Natural Gas Savings – Gold
- 2016 Spotlight Award for Agency Energy Savings
- 2015 Spotlight Award for Agency Greenhouse Gas Reductions – Platinum
- 2015 Spotlight Award for Agency Best Practice Activities – Platinum
- 2015 Spotlight Award for Agency Energy Savings – Silver
- 2015 Spotlight Award for Community Greenhouse Gas Reductions – Silver
- 2015 Spotlight Award for Agency Natural Gas Savings – Silver



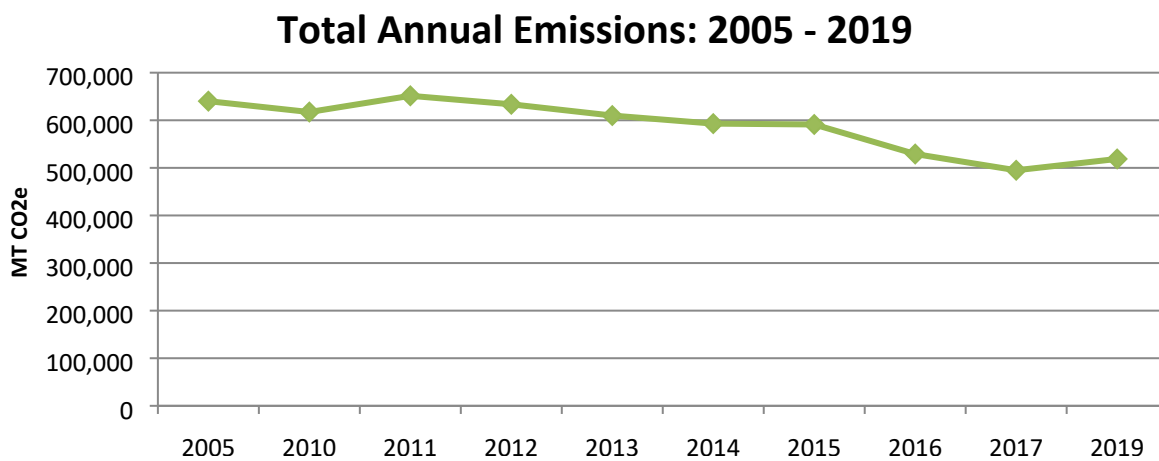
The study session will provide an overview of the City’s Climate Action Plan and sustainability efforts, including preliminary results from the Sea Level Rise Vulnerability Assessment. It will include the City’s plans for implementing Climate Action strategies to meet our goal for Carbon Neutrality by 2045.

ANALYSIS

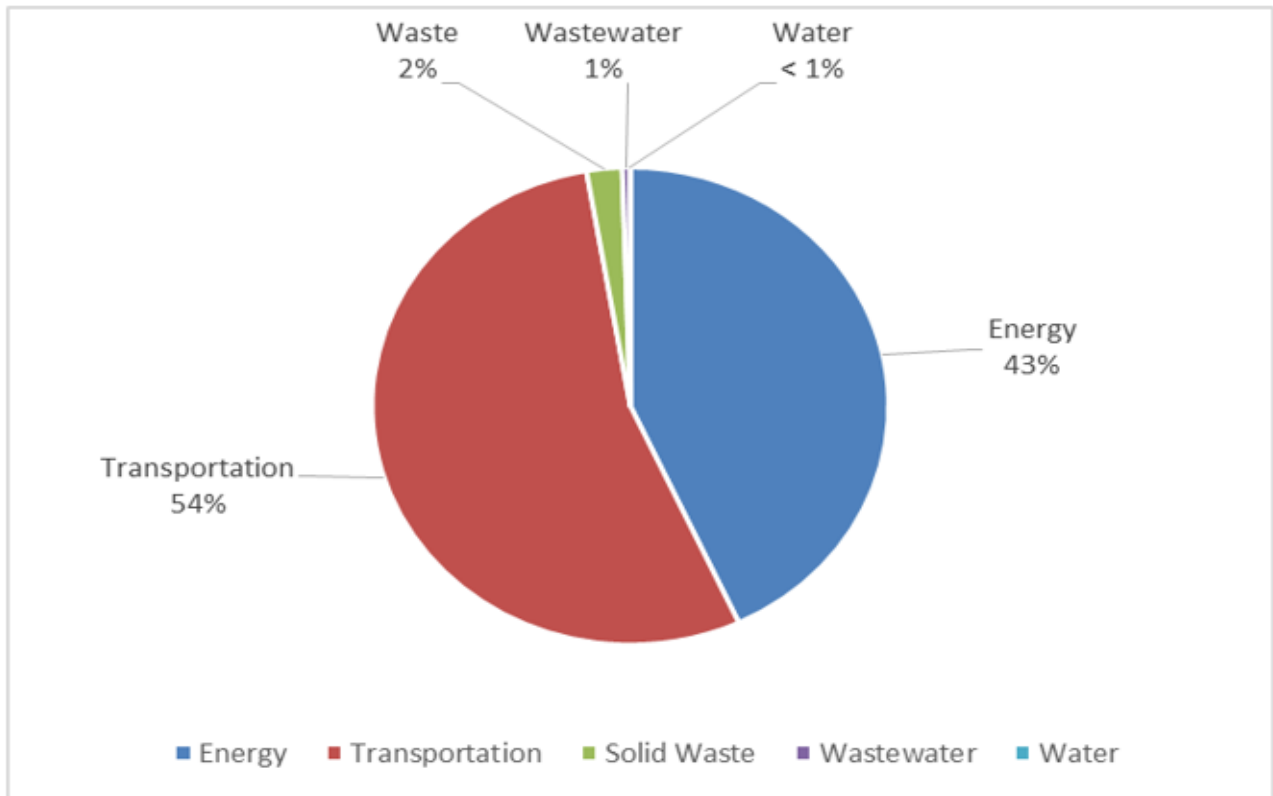
Greenhouse Gas (GHG) Emissions Inventories Update

The GHG emissions inventories provide an overview of the scale of City emissions, which sectors are generating the emissions, and how the City is performing over time with respect to reducing emissions. It is important to note that the emissions inventories are typically complete and available two years after the inventory year, and therefore do not show the emissions trend to the current year.

This year, the 2019 inventory shows that emissions were up from 2017, but still 19% lower than the 2005 emissions, likely due to population growth and an improving economy. The 2020 emissions inventory will likely show the effects of COVID-19, particularly on diesel and gasoline emissions in response to changes in retail and commercial hauling, job site restrictions, and teleworking.

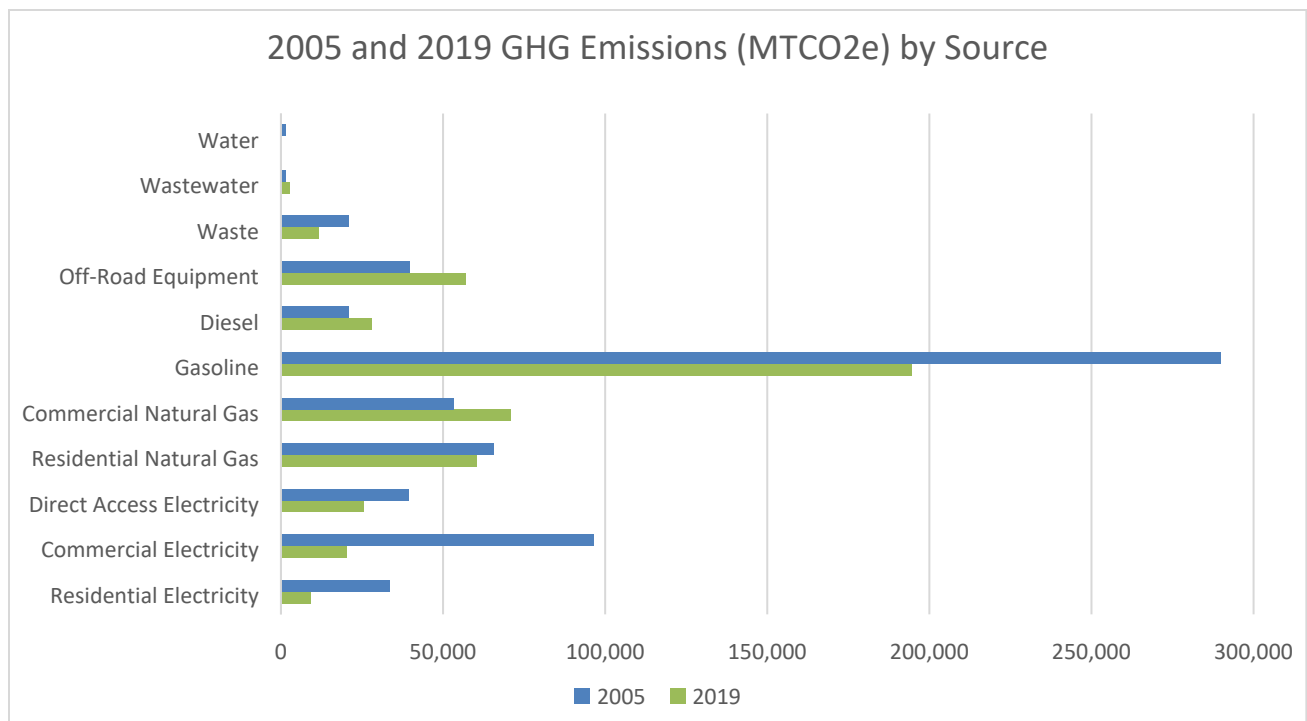


The 2019 emissions inventory, much like the historical inventories, shows that the transportation and energy sectors account for the overwhelming majority of community emissions, totaling 97%. Accordingly, the City’s Climate Action Plan strategies focus on these sectors.



2019 GHG Emissions by Sector

The 2019 trends show decreases from 2005 in residential and commercial electricity of 73% and 79% respectively, due to Peninsula Clean Energy (PCE)'s clean electricity portfolio. Direct Access electricity, which is electricity purchased outside of PCE and Pacific Gas and Electric (PG&E) also shows a decrease of 35%, due to overall cleaner electricity portfolios statewide. Residential natural gas and gasoline emissions both show significant decreases since 2005, 8% and 32% respectively. Emissions from the solid waste sector have decreased 45% since 2005. Water transport emissions – which come almost entirely from municipal pump stations powered by 100% GHG free electricity from PCE – have decreased 98% from 2005. The emissions increases come from commercial natural gas usage (33%), diesel (34%), and off-road equipment (43%), and wastewater treatment (70%).



Environmentally Preferred Purchasing Policy (EPPP)

The City of Redwood City recognizes the opportunity to serve as a community model for environmental leadership by incorporating environmental considerations into public procurement, reducing its burden on the local and global environment, removing unnecessary hazards from its operations, protecting public health, reducing costs and liabilities, and helping develop markets for environmentally responsible products. Further, the EPPP aligns with the City’s Climate Action Plan measures and strategies.

Urban Forest Plan

Staff are in the process of developing a workplan to maintain and expand the City’s urban forest, with particular attention to neighborhoods that are vulnerable to increasing heat waves. The workplan includes a tree inventory, tree maintenance procedures, a potential financial assistance program, recommended tree list, and updating the City’s tree ordinance.

Municipal Fleet Electrification

The City of Redwood City’s Climate Action Plan calls for aggressive greenhouse gas emissions reductions in government operations to meet and exceed State-mandated emissions targets. The primary path to achieving these greenhouse gas reductions is through a policy of municipal fleet electrification, replacing gas- and diesel-powered vehicles and equipment with electric alternatives, with more fuel efficient and lower emission vehicles when suitable electric alternatives are not available, or retiring vehicles and equipment and not replacing them when operations allow.



Electric Lawn Mowers for the Parks Department

Communication and Education

To support education and communication within the community and to assist the community with reducing GHG emissions, the City offers the following programs:

1. Electric Lawn Care Equipment Rebate
2. Electric Vehicle Charger Rebate
3. Building Electrification Rebates
4. Solar Installation Rebate
5. Zero Waste Party Pack

Along with these City-sponsored residential rebate programs, the City has also encouraged residents and local businesses to conserve energy and water in their operations by participating in the San Mateo County Green Business Program and layered incentives and microgrid opportunities from Peninsula Clean Energy (PCE).

Since 1994 Public Works Services (PWS) has reached thousands of students through various water conservation outreach programs and partnered with school districts to provide educational resources to raise awareness for water conservation. Hotter and drier weather may lead to an increased demand in landscape irrigation. To mitigate this demand, PWS provides several resources to assist the community to conserve water through the following programs:

1. Smart Sprinkle Controller Rebate
2. Lawn-Be-Gone
3. Flume Smart Home Water Monitor Rebate



4. Rain Barrel Rebate
5. Irrigation Equipment
6. Free Smart Meter Upgrade
7. Free Home Water Conservation Kit
8. Free Water Use Evaluation
9. Free Water Conservation Workshops
10. Residential Recycled Water Fill Station

The spring and fall clean-up events are two of the events in which the City engages with the community. In April 2023, in honor of Earth Day, the City's Pride and Beautification Committee hosted the 2023 Spring Clean-up Event. Over 100 volunteers collected approximately 2.23 tons of trash and debris. The Fall Clean-Up Event occurred on September 23, 2023. These cleanup events are about much more than picking up trash; it is a chance for our community to join people around the world in expressing their appreciation for our oceans and waterways. It is also an opportunity for the community to demonstrate its desire for clean water and healthy marine life.

To reach a wider audience to reduce GHG emissions, reduce waste, and conserve water, staff plans to strengthen our communication with youth organizations, Neighborhood Associations, community-based organizations, and environmental organizations in and around Redwood City. Public Works has developed a Strategic Communications Plan that includes a quarterly outreach schedule designed to improve the community's understanding and awareness of department-led initiatives. Staff targets different audiences and promotes sustainability programs and events using a variety of platforms, including Facebook, NextDoor, and Twitter, as well as the City's eNews, City Newsletter, web calendar, and webpage. Staff regularly provides community outreach, education, and sustainability updates through an environmental email list and monthly calls and meetings with community based environmental and youth organizations.

Action and Adaptation

By adopting the 2030 CAP, Redwood City commits to take action to reduce GHG emissions. The programs and policies described give the City a viable path towards reducing emissions that, combined with emissions reductions resulting from state and regional policies, will meet the emissions reduction goals established in Senate Bill 350 (SB 350).

This study session will highlight the following action and adaptation elements that are critical in paving the way to meet our GHG emissions reduction goal:

1. Sea Level Rise Vulnerability Assessment
2. Disposable Foodware Ordinance
3. Flood Mitigation and Green Infrastructure

Sea Level Rise Vulnerability Assessment

The City has over ten miles of Bay shoreline with a variety of flood protection measures, including earthen berms and levees of varying heights, floodwalls, and a drainage network that transfers stormwater runoff to the Bay during periods of rain. The Bay also influences tidal water bodies (Redwood Shores Lagoon and Redwood Creek) that propagate coastal flood effects adjacent to areas of the City.

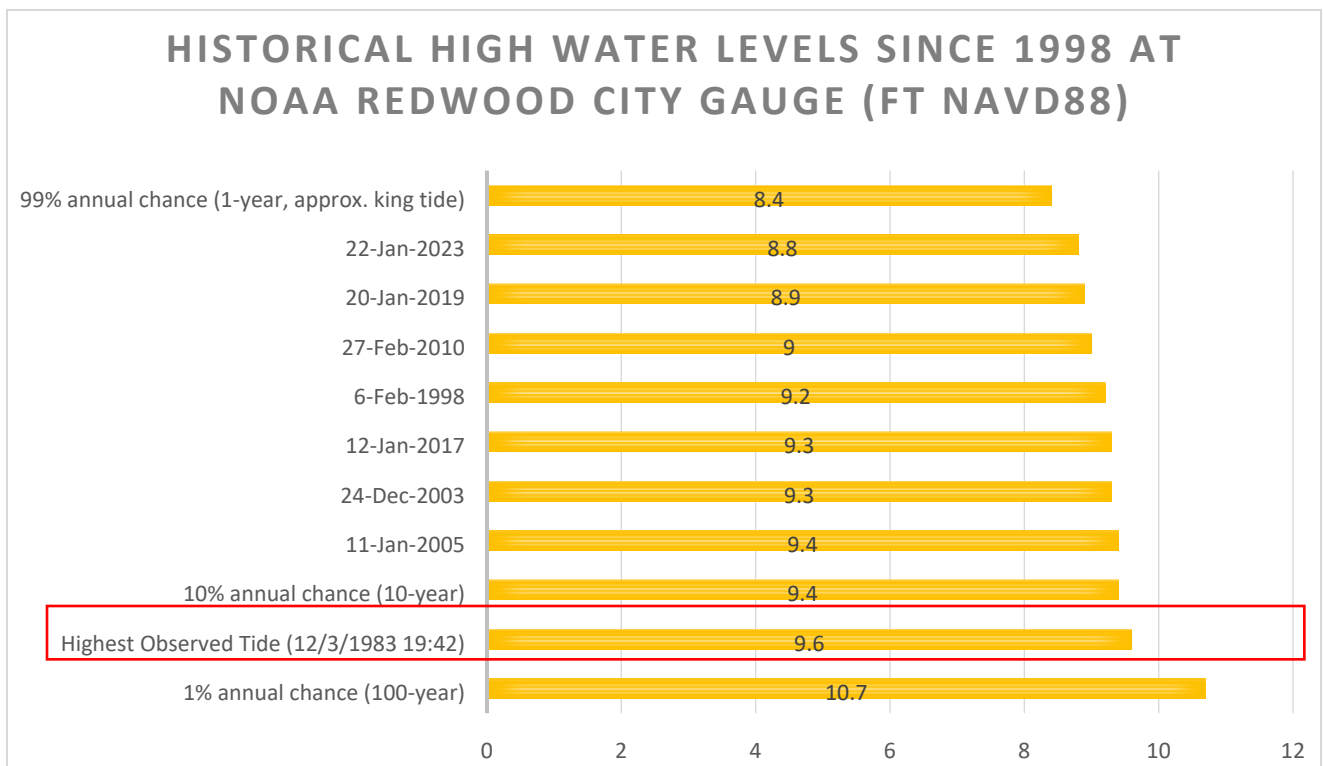
The City plans to develop and execute a plan to continue protecting its developed areas from coastal flood risk with the addition of sea-level rise. This study informs this effort by describing the City's current flood protection, assessing the current and future flood vulnerability, and proposing adaptation strategies to mitigate flood hazards. The City intends to use this study to select and implement an approach for addressing sea-level rise flood hazards.

Under typical conditions, ocean water level fluctuations are caused by astronomic tides. As indicated by their name, astronomic tides are generated in the ocean by forces between the earth, the sun, and the moon. These tidal fluctuations are well-understood and can be predicted with high accuracy. The highest astronomic tides of each year (i.e., the 1-year annual recurrence events) are commonly referred to as **king tides**.

Flood conditions above the typical astronomic tides are caused by atmospheric and oceanic processes. The processes that raise ocean water levels are mostly associated with winter storm events, so the resulting water level increase is often termed **storm surge**. Storm-related processes that cause surge are lower atmospheric pressure and wind. In addition, changes in large-scale oceanic circulation, particularly during winters with El Niño conditions, can cause higher-than-normal water levels for several months at a time. Depending on the intensity of each of these processes, as well as their coincident occurrence relative to astronomic tides, storm surge can result in water levels up to three feet higher than just astronomic tides. Winter storm winds can also generate waves that may pose an additional flood hazard, particularly when the waves ride on **storm-surge-elevated** water surface.

While the study mainly focuses on vulnerability of Redwood City to coastal flooding from the Bay, large rainfall events can occur simultaneously with high tides and storm surge. Elevated Bay water levels may then impede the drainage of creeks and stormwater systems to the Bay, resulting in watershed-sourced flooding more severe than flooding due to watershed or storm surge events on their own.

The National Oceanic and Atmospheric Administration (NOAA) installed a temporary water level gauge in 1983 and a permanent gauge in 1997. Within those time periods, the gauges have observed 8 events within the 99%, 10 %, and 1% annual chances. Note on the chart that the highest observed tide was in December 1983. During this event, the water levels reached 9.6 feet NAVD88 (North American Vertical Datum of 1988 unit of measure).



The accumulation of human-produced greenhouse gases in the Earth’s atmosphere is causing and will continue to cause the trapping of heat, thereby causing global warming and climate change. Along the Bay shoreline, climate change will cause sea-level rise due to thermal expansion of the ocean’s waters and melting of ice sheets.

The table below shows how extreme water levels near Redwood City would change with different amounts of sea-level rise. The table’s cells are shaded to indicate correspondence between existing conditions with zero sea-level rise and future conditions. For example, with 1 foot of sea level rise, the water level we are experiencing every 10 years will instead occur every year. With 2 feet of sea level rise, the water level will be daily MHHW (Mean Higher High Water which means the average of the higher high water height of each tidal day over 19 years). These intervals were chosen to best illustrate the concept with conventional intervals.

Future Water Levels with Sea-level Rise at Redwood City, in Feet NAVD88

| Annual Chance (Return Interval) | 0 ft SLR | 1 ft SLR | 2 ft SLR | 3 ft SLR | 5 ft SLR |
|---------------------------------|----------|----------|----------|----------|----------|
| Daily MHHW | 7.1 | 8.1 | 9.1 | 10.1 | 11.1 |
| 99% annual chance (1-year) | 8.4 | 9.4 | 10.4 | 11.4 | 12.4 |
| 10% annual chance (10-year) | 9.4 | 10.4 | 11.4 | 12.4 | 13.4 |
| 1% annual chance (100-year) | 10.7 | 11.7 | 12.7 | 13.7 | 14.7 |

The study approach integrated several different methods and data sources to assess the City's vulnerability to coastal flooding with sea-level rise. The shoreline was first delineated into several reaches – and in some cases they were further divided into sub-reaches at the neighborhood scale. Then vulnerable spots and potential flooding pathways were identified, in part by comparing existing shoreline elevations against still water levels.

The study is expected to be completed in late November. Staff will be hosting multiple community outreach events, workshops, and social media campaigns to reach out to community members and environmentally focused community group for feedback and returning to the Climate Action Subcommittee in the first quarter of 2024. Staff plans to return to City Council to present the full study in the second quarter of 2024.

Disposable Food Ware Ordinance

On October 24, 2022, the City Council of the City of Redwood City adopted the Disposable Food Service Ware Ordinance. This ordinance's objectives are to regulate and reduce single-use plastics and other food ware waste, improve health and safety of our community members, and keep our waterways clean and safe. The Ordinance's implementation and enforcement start date is October 24, 2024. Education and enforcement of the Ordinance are being led by the County of San Mateo's Office of Sustainability, in partnership with the City of Redwood City.

In addition to the free technical support and financial assistance available to food facilities through the San Mateo County Foodware Aware Team, Redwood City is now offering a City-funded Foodware Assistance Program to help impacted businesses with the most need comply with the City's Disposable Foodware Ordinance. We have been partnering with the Downtown Business Group and Chamber of Commerce for outreach of this program.

Green Infrastructure and Flood Mitigation

To mitigate tidally influenced, localized flooding due to increased sedimentation and sea level rise, the City has been proactive in performing seasonal maintenance of creeks and canals, maintaining storm drain inlets and storm mains, and installation of Green Infrastructure to reduce and improve the quality of stormwater flowing to San Francisco Bay.

In May 2017, the City Council adopted a Resolution approving the Green Infrastructure workplan. The workplan is a framework that outlined the schedule, budget, tasks, and prioritized areas for potential projects necessary to develop and implement a Green Infrastructure Plan.

Traditionally, stormwater runoff flows straight to San Francisco Bay and through other bodies of water, carrying pollution to the Bay and harming wildlife. In contrast, green infrastructure reduces and treats stormwater at its source by slowing, capturing, and filtering stormwater. Green Infrastructure is a more resilient, sustainable system that slows runoff by dispersing it to vegetated areas, which harvests and uses the runoff. It promotes infiltration and evapotranspiration (evaporation and plant transpiration) and uses bio-retention and other natural practices to clean the stormwater runoff before reaching creeks or the Bay.



Benefits of Green Infrastructure include:

- Reducing pollution by employing natural filtering processes.
- Managing flood risk by slowing and reducing stormwater runoff during storm events.
- Promoting safer communities by providing traffic calming and increasing of bike and pedestrian safety through planned design.
- Keeping water local by capturing and increasing stormwater infiltration and help recharge local groundwater supply.
- Increasing natural habitat in urban areas with added vegetation.

In addition, as the temperature rises, we have experienced an increase in vegetation and algae in Redwood Shores Lagoon. PWS has been proactive in increasing vegetation management and hand harvesting efforts in order to avoid flooding and improve water quality.

Collaboration

To ensure successful implementation of the City's CAP, staff has increased collaboration efforts both internally, by initiating an inter-departmental Climate Adaptation Team, and externally, through our work with community-based organizations and our partner agencies.

Peninsula Clean Energy – Municipal Facilities Project

Staff are pursuing collaboration projects with Peninsula Clean Energy (PCE) for solar microgrid and/or EV chargers at selected City facilities, including a microgrid and backup storage project at the Police Department (PD). This project will provide PD with a backup power supply for emergency situations and aid the City's sustainability goals by installing a renewable energy system.

OneShoreline

The Adaptation section of City's CAP emphasizes cross-jurisdictional cooperation and planning around sea level rise and flooding and provides the recommendation to evaluate opportunities for soft shoreline protection through participation in the Flood and Sea Level Rise Resiliency District (One Shoreline). On April 8, 2019 the City Council passed a resolution endorsing the creation of the new district and agreeing to contribute \$55,000 annually to fund OneShoreline for the first three years of its operation. In 2019

State Legislation (AB 825, Mullin) passed which officially creating the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline). OneShoreline officially began operation on January 1, 2020, with a seven-member Board of Directors and jurisdiction of all of San Mateo County.

The first project that OneShoreline has completed is the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Improvement Project (Diversion Structure). For the past several decades, high tides have kept flows in the canal and channel from draining to the Bay. On February 2, 2021, the City of Redwood City, along with the County of San Mateo, City of Menlo Park and Town of Atherton entered a Memorandum of Understanding (MOU) to fund and manage the project. The Diversion Structure's purpose is to mitigate potential flooding issues especially in the North Fair Oaks, Redwood Village and Friendly Acres neighborhoods. The City's PWS Department is currently responsible for managing the operation and maintenance of the diversion pump station.

OneShoreline is currently coordinating with agencies protected by the levees around Redwood Shores to attempt to address sea level rise and make levee improvements to meet FEMA accreditation. Similar to the project at the Bayfront Canal, the City will be asked to contribute to the regional effort in the near future.

San Mateo County

The City partners with San Mateo County for a variety of initiatives:

- The Local Hazard Mitigation Plan (LHMP) with the County Department of Emergency Management. The plan assesses hazard vulnerabilities and identifies mitigation actions that jurisdictions will pursue to reduce the level of injury, property damage, and community disruption that might otherwise result from such events. The LHMP addresses natural and human-caused hazards, including flooding, drought, wildfire, landslides, severe weather, terrorism, cyber threats, pandemic, and the impact of climate change on hazards, as well as other hazards. The City adopted Volume 1 and the City of Redwood City portion of Volume 2 of the San Mateo County Hazard Mitigation Plan in 2021. The Plan enables jurisdictions to use pre- and post-disaster financial assistance to reduce the risk of natural hazards to people who live in the County.
- Disposable Food Ware Ordinance with County Office of Sustainability. The County Foodware Aware Team is assisting the City with helping food facilities reduce foodware waste and make the transition away from plastics.
- Edible Food Recovery with the County Office of Sustainability. Edible food recovery is the act of diverting surplus edible food from businesses, organizations, or events that otherwise would have been disposed of for consumption by members of our community.

Rethink-Waste – Recology

The City partners with Recology on their Waste Zero Program; a program that helps Redwood City community members and businesses reduce their environmental impact. We also collaborate with Rethink-Waste for compliance and outreach for AB 341 (Commercial Recycling), AB 1826 (Commercial Organics), and SB 1383 (Short-lived Climate Pollutant Strategy).

In addition to partnership with outside agencies and non-profit organizations, the City continues to collaborate closely with various environmentally focused community groups and develop listening sessions for communities impacted by Climate Change.

EQUITY IMPACT STATEMENT

Many climate change impacts, such as health impacts, will disproportionately affect socially vulnerable populations. As well, many climate change mitigation and adaptation measures can have disproportionately positive benefits for vulnerable communities. Climate equity ensures that all people have the opportunity to benefit from climate solutions, while not taking on an unequal burden of climate impacts.

In working toward our overarching goal of reducing GHG emissions, we consider measurements of equity at the program level. As an example, when we seek to improve the urban tree canopy or develop strategies to adapt to sea level rise, we look at the size and demography of the populations living in areas with low tree canopy coverage or those living in areas affected by sea level rise. When we provide rebate programs to encourage the transition to all-electric homes, we look at the subscription rates to these programs by lower-income households and provide extra financial support to them.

As Redwood City implements the programs and policies that result from this CAP, we will continue to seek support and feedback from the diverse group of community stakeholders to help us set our climate equity metrics and mitigate the climate change impacts on vulnerable communities. When all community members have the same ability to plan for and shape their futures, the result is a healthier and more resilient community.

FISCAL IMPACT

The City's CAP implementation and sustainability efforts rely on funding from the General Fund. The Water Conservation rebate and incentive program are largely funded by water enterprise funds. Some projects may receive a small amount of funding from grants and development impact fees. No additional budget appropriation is required at this time. If any budget adjustments are needed, they will be proposed during the mid-year budget amendment process or during the preparation of the annual operating budget.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

The City Council may provide feedback to staff during this study session regarding the Climate Action Plan and the City's sustainability efforts.

ATTACHMENTS

None

REPORT PREPARED BY:

Sindy Mulyono-Danre, Assistant Public Works Director
smdanre@redwoodcity.org
(650) 780-7480

APPROVED BY:

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



Transportation Advisory Committee Work Plan

For Fiscal Years 2023-2024 and 2024-2025

October 2,
2023



Transportation Advisory Committee

CURRENT COMMITTEE MEMBERS

- Sophie Mintier, Committee Chair
- Talia Perlman, Committee Vice-chair
- Christopher Day
- Shannon Chi
- Michael Aguilar
- Matthew Self
- Jacqueline Ramos

PAST MEMBERS CONTRIBUTING TO WORK PLAN

- LaShonda Kennedy
- Patricia Seith
- Taylor Pope



CITY COUNCIL'S STRATEGIC PLAN

- HOUSING AND HOMELESSNESS
- TRANSPORTATION

Goal: to “Create and maintain a multimodal, safe and accessible transportation network.”

- CHILDREN AND YOUTH

Equity is the FOUNDATIONAL GUIDING PRINCIPLE

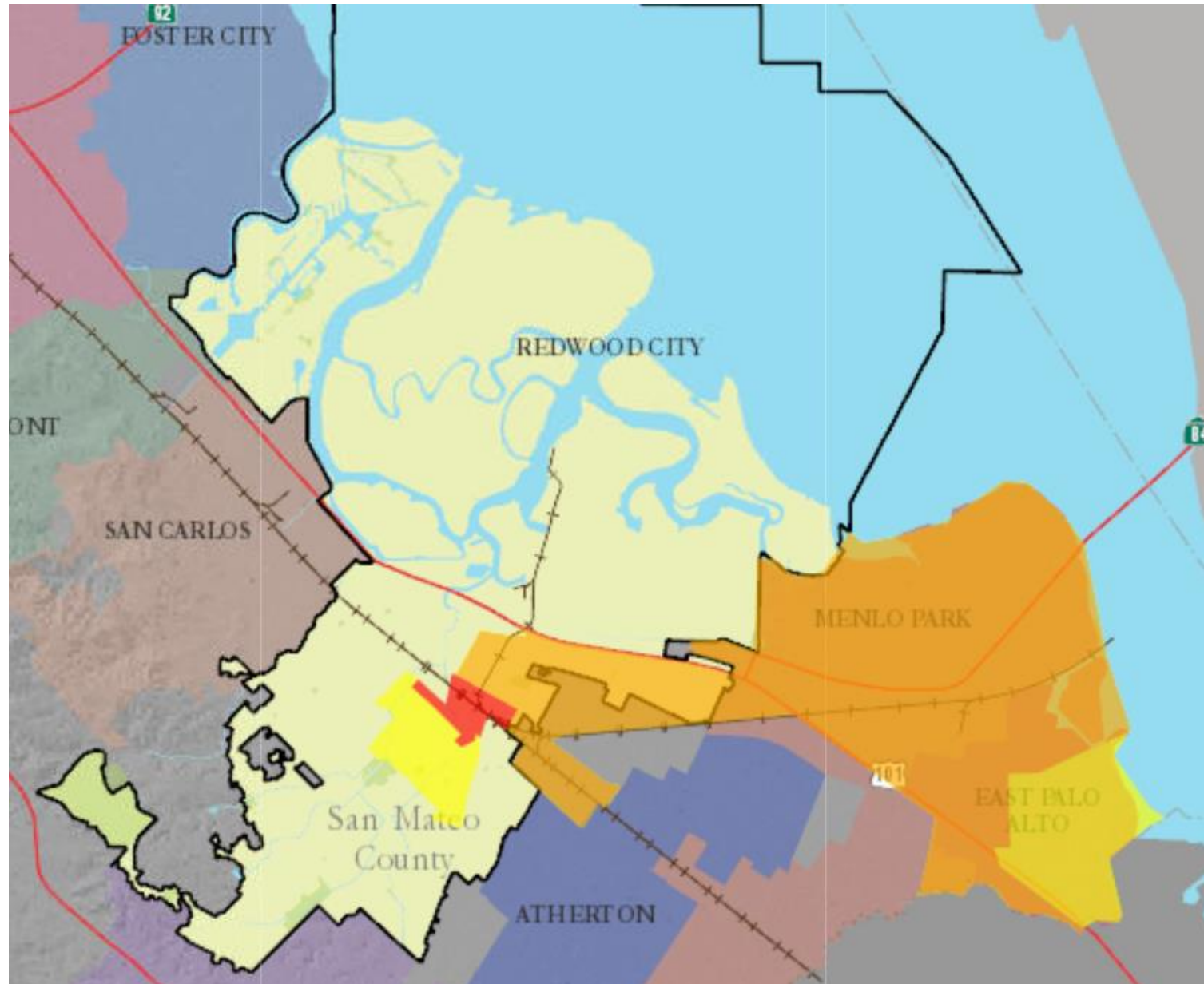
Transportation Advisory Committee Mission Statement

Increase safe, attractive, comfortable and independent access and travel for the Redwood City community, utilizing Complete Streets principles and practices.

REDWOOD CITY • CALIFORNIA



Emphasis on Equity and High Needs Populations



Transportation Advisory Committee

ACCOMPLISHMENTS

- Reviewed and provided feedback on Transit District Plan and Grade Separation Study.
- Reviewed and provided feedback on shared micromobility ordinance and regulations prior to City Council adoption of the ordinance and provide input on program operation.
- Reviewed and provided feedback on several high-profile development projects such as Sequoia Station and other Gatekeeper projects.



Transportation Advisory Committee

ACCOMPLISHMENTS


- Helped staff, reviewed, and provided input to develop Redwood City's first Vision Zero Action Plan and Bicycle and Pedestrian Plan AKA Walk Bike Thrive Plan.
- Helped staff to propose and finalize traffic calming measures for the Roosevelt Avenue Traffic Calming Project.
- Provided support letters for grant programs such as for Roosevelt Avenue Traffic Calming Project's OBAG 3 application and several Measure A/W grants (all successfully awarded).



Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025


FOCUS AREAS



Help to create multimodal transportation options that enable safe, attractive, comfortable, and independent access and travel for pedestrians, bicyclists, transit users, and motorists of all ages and abilities.



Provide staff with recommendations for pragmatic and specific user solutions.



Serve as a conduit for community input and to consider these requests and provide recommendations to staff.

Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025

GOALS, PRIORITIES, and PROJECTS

Goals

Vision Zero

Improved Bicycle Network and Connections

Priorities

- New and emerging transportation options
- Community Outreach and Education
- Grant applications
- Codes and Ordinances / Citywide policy
- Metrics

Projects

- Development Projects and Major Transportation Planning Initiatives
- Capital Improvement Plan

Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025

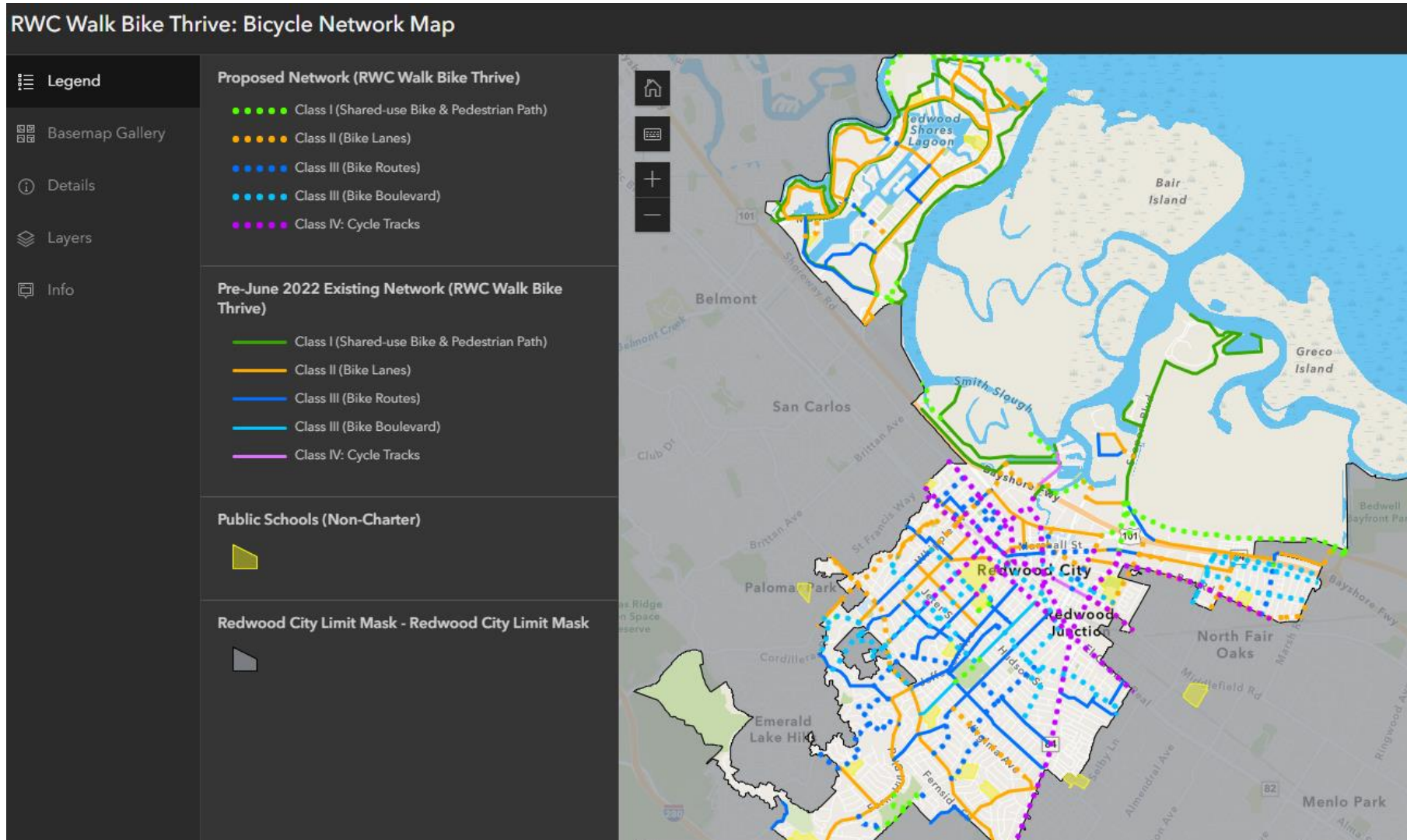
GOAL 1: Vision Zero



Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025

GOAL 2: Improved Bicycle Network and Connections

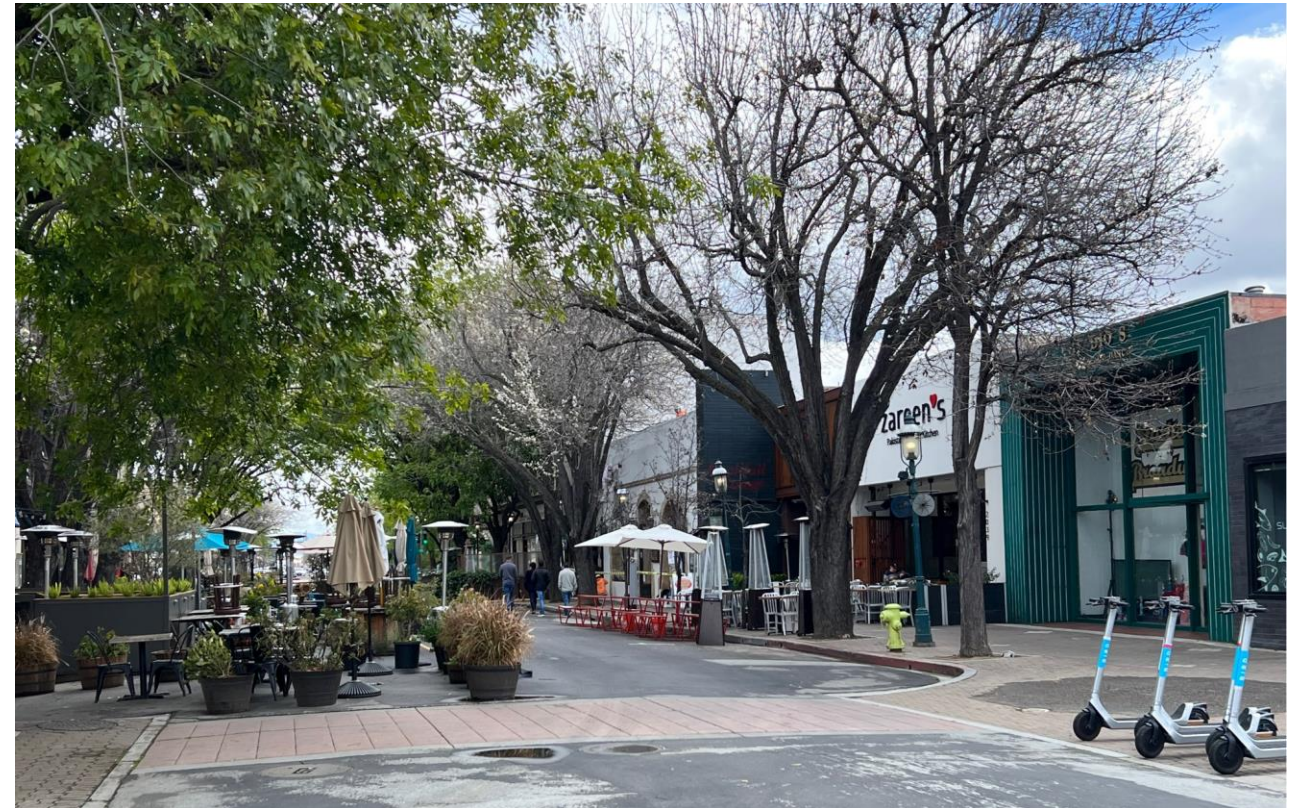
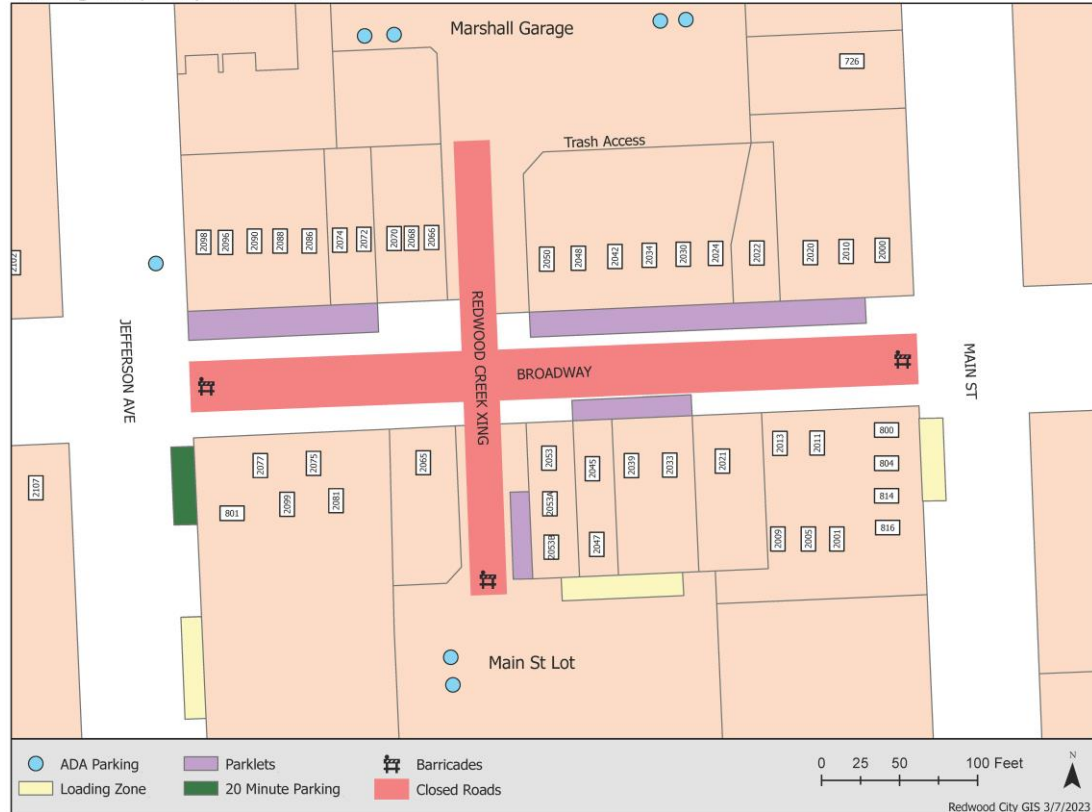


Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025

Priority: New and Emerging Transportation Options

Existing Temporary Street Closure



Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025

Priority: Community Outreach And Education

Más Lento es Más Seguro

Los Conductores
Seguros Hacen
Mejores Vecinos



www.RedwoodCity.org/VisionZero



Slow Down

Drive Like You
Live Here



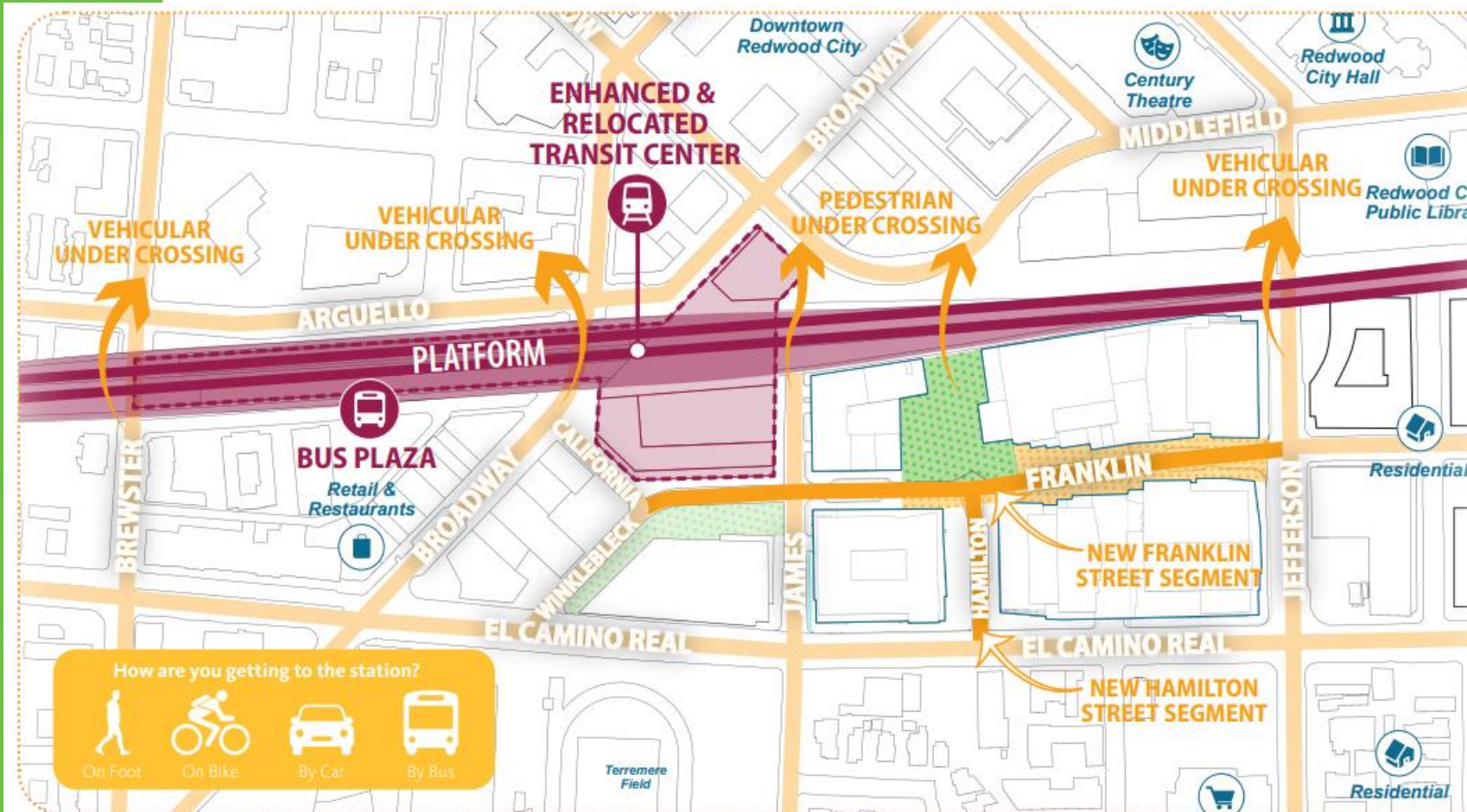
www.RedwoodCity.org/VisionZero



Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025

Project: Development Projects and Major Transportation Planning Initiatives

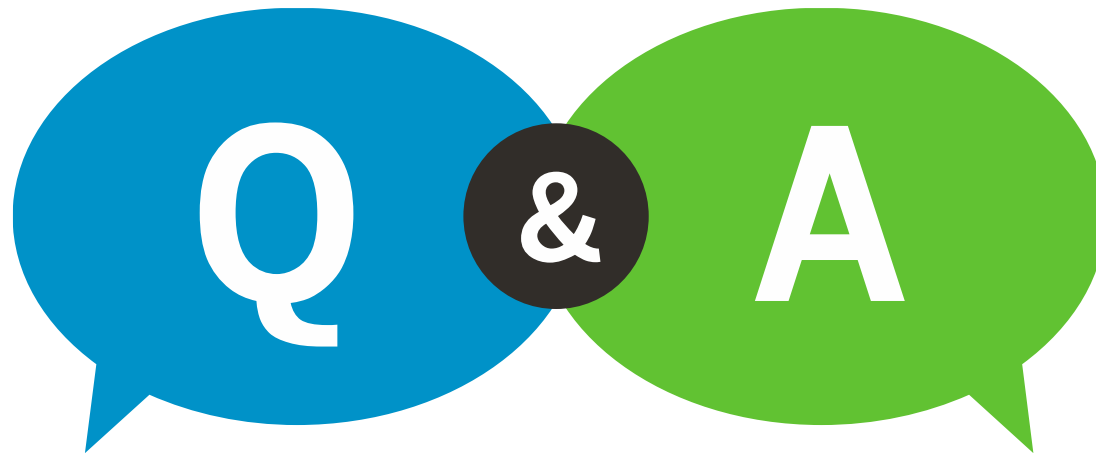


Transportation Advisory Committee

Work Plan For Fiscal Years 2023-2024 and 2024-2025

RECOMMENDED ACTION

- Approve FY 2023-2024 and FY 2024-2025 Transportation Advisory Committee Work Plan



PLEASE LET US KNOW YOUR THOUGHTS

Pocket Slides

Shared Micromobility Program Operation Update

Rider Education:

- In-App Rider Education
- Sidewalk Decals

Policy Implementation:

- Geofenced Areas
- Maximum Fleet Size
- Events

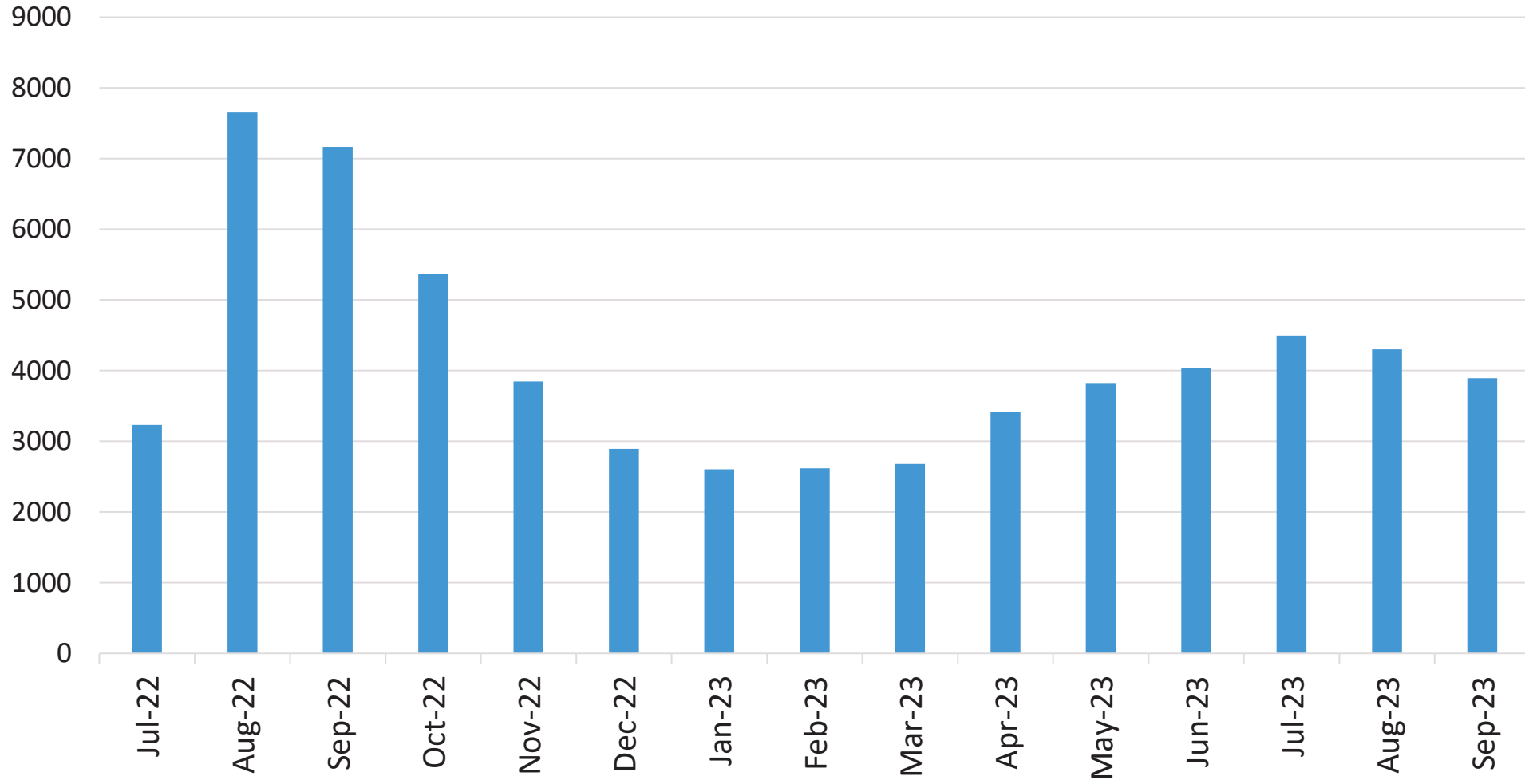
Community Communications:

- redwoodcity311@bird.co



Shared Micromobility Program Operation Update

Bird Scooter Share Program Trip Count





**Arts Commission
Work Plan Update
FY23-24 and FY24-25**

October 2, 2023



Commission Members

- Chair Anna Westendorf
- Vice Chair Ashley Quintana
- Commissioner Francesca Draughon
- Commissioner Sandra Keely
- Commissioner Jason Newblanc
- Commissioner Carol Sconzert
- Commissioner Natalie Sheehan



Purpose of the Arts Commission

- **Advocate:** Promotion of events, arts, and related programs
- **Funder:** Allocation of grants
- **Broker:** Bringing groups together to support the arts
- **Provider:** Concert series, art contest, public art

Arts Commission Mission Statement

The Redwood City Arts Commission, on behalf of the City Council, ensures that visual and performing arts, culture and creative experiences are woven into the fabric of our community by being an advocate, sponsor, and facilitator of art and culture in the city.

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Arts Commission

Previous Work Plan Highlights / Accomplishments

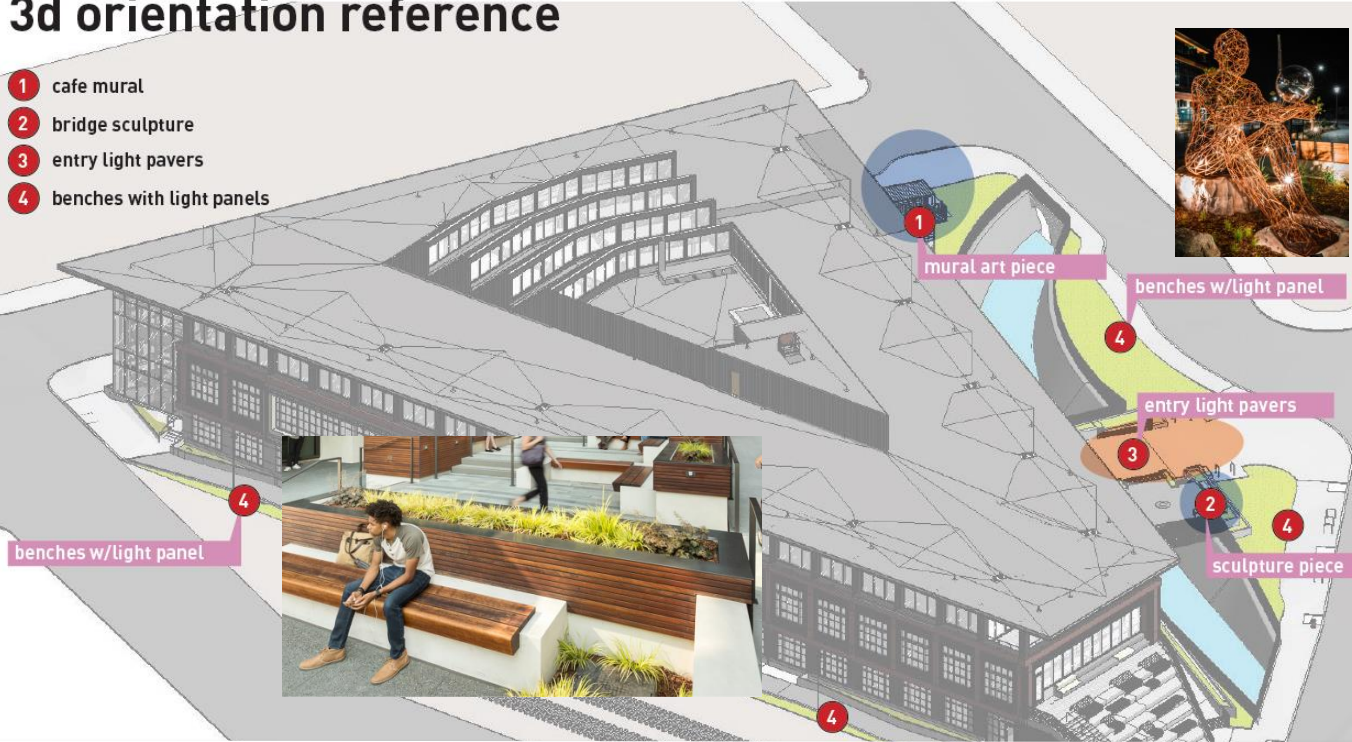
- 1 Implement Phase 1 of the Public Art Master Vision Plan
- 2 Engage the Community Through Public Art
- 3 Improve Commission Communications and Outreach

Arts Commission

Previous Work Plan Highlights / Accomplishments

3d orientation reference

- 1 cafe mural
- 2 bridge sculpture
- 3 entry light pavers
- 4 benches with light panels

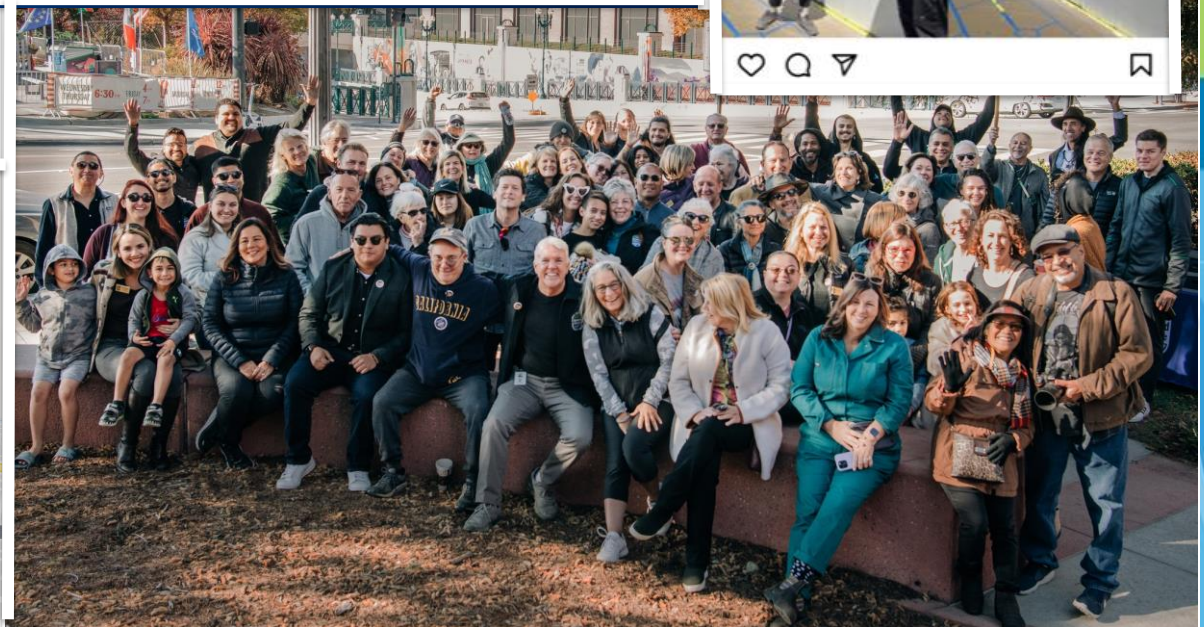
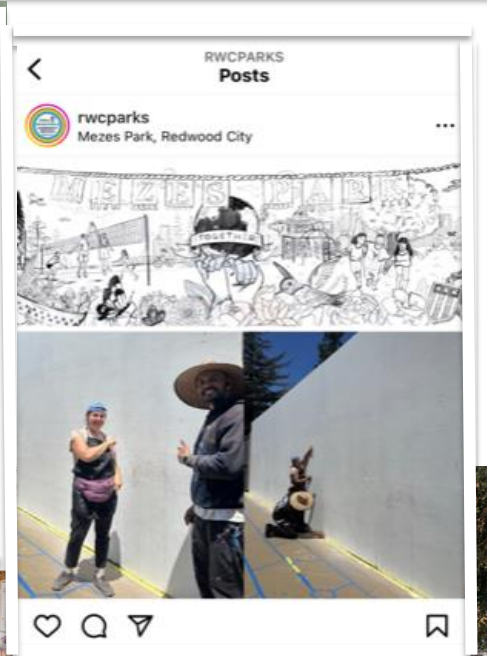
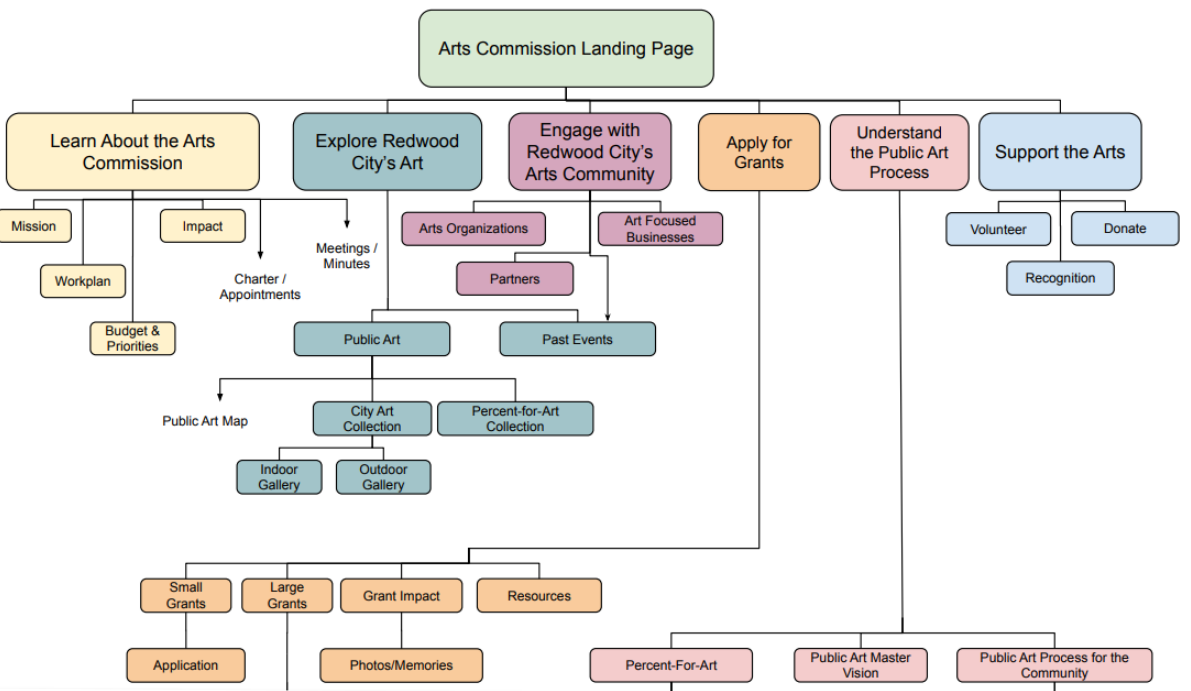


Arts Commission Work Plan Priorities

- 1 Advocate for visual and performing arts and cultural awareness
- 2 Sponsor arts and culture through grants and events
- 3 Facilitate public art and events

Arts Commission

FY23-24 and FY 24-25 Work Plan Priority Projects



Arts Commission FY23-24 and FY 24-25 Work Plan Priority Projects



HALLOWEEN
FAMILY CONCERT
Sunday
October 30 + 3:00 pm

ARTS
COMMISSION

Redwood City California
Founded 1867

ARTS
COMMISSION





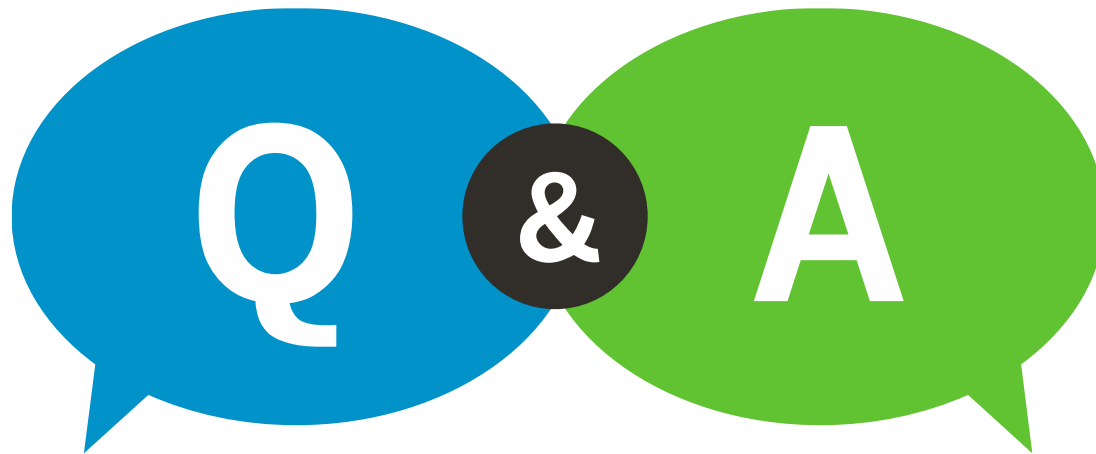
Recommended Action:

- Approve by motion the proposed Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025.

CITY HALL

REDWOOD CITY • CALIFORNIA





PLEASE LET US KNOW YOUR THOUGHTS



**Study Session on Activities to
Advance the
City Council's Priority of
Children and Youth**

October 2, 2023



PRESENTATION OUTLINE

- Demographics
- Financial Investment
- Programs, Services, and Partnerships
- Data Collection and Utilization
- Outcomes and Impacts
- Brief video presentation
- Continuous Improvement
- Questions and Answers



CITY COUNCIL QUESTIONS

- Does the City Council have any questions regarding the ***current programs and services*** provided by the City and its partners for children and youth?
- Does the City Council have any questions regarding *data collection and utilization* or ***program impacts***?
- Are there ***additional or alternative programs and services*** that the City should consider prioritizing within existing resources?



YOUTH DEMOGRAPHICS

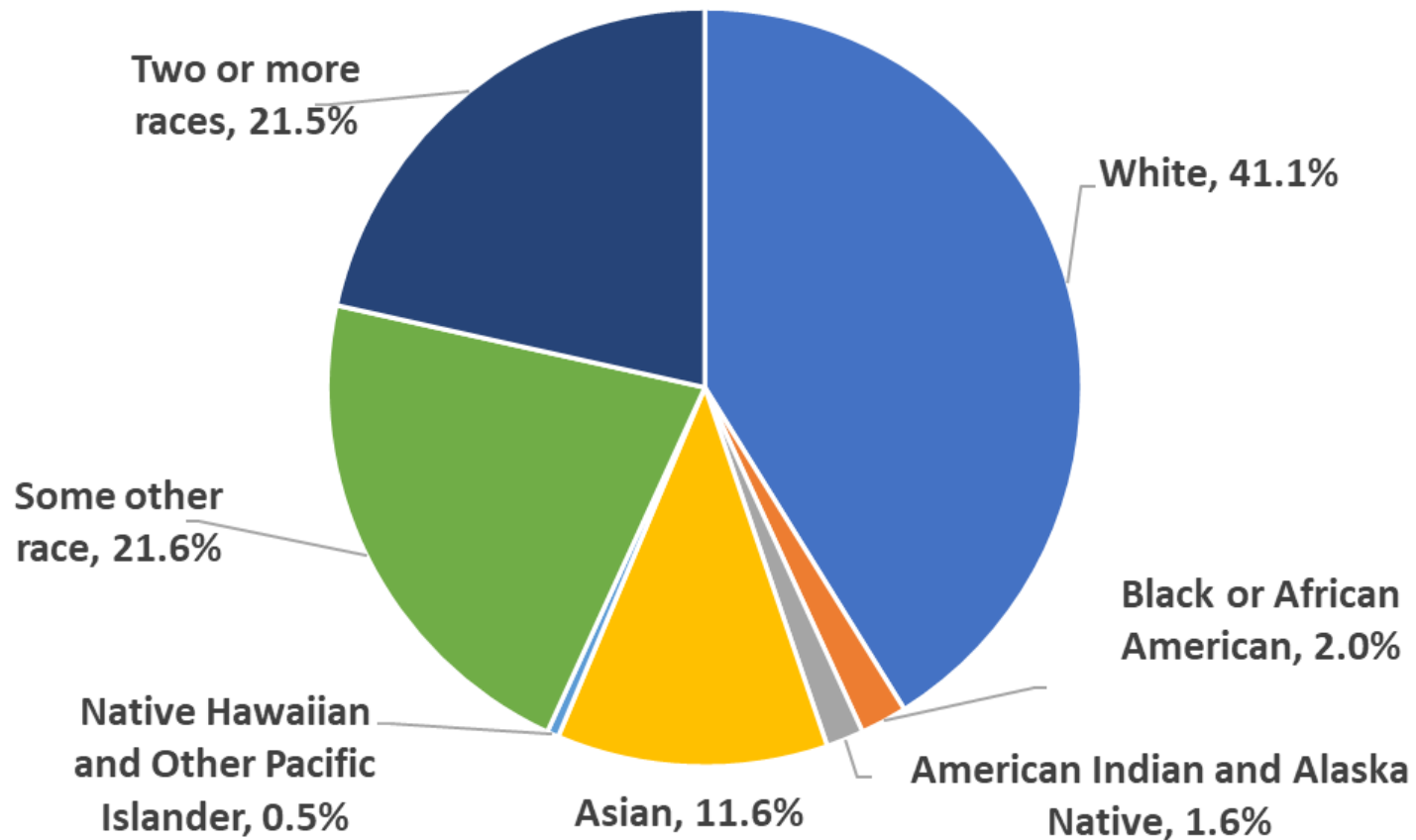
- 22% of Redwood City residents are under 18
- 7% of residents are age 18-24
- Youth population is expected to remain stable over next decade
- 53% male, 47% female



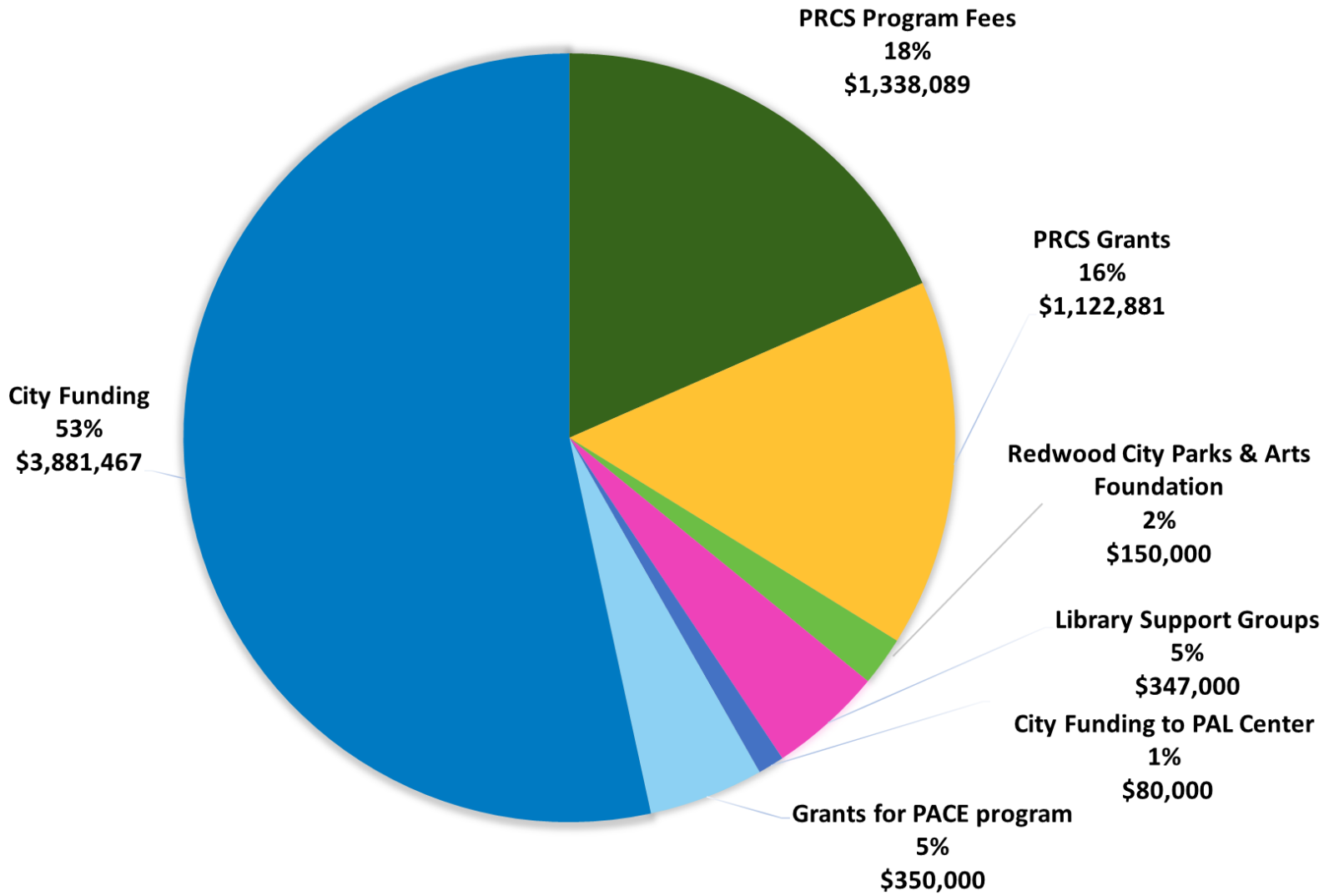
YOUTH DEMOGRAPHICS

Race of Redwood City Residents under 18

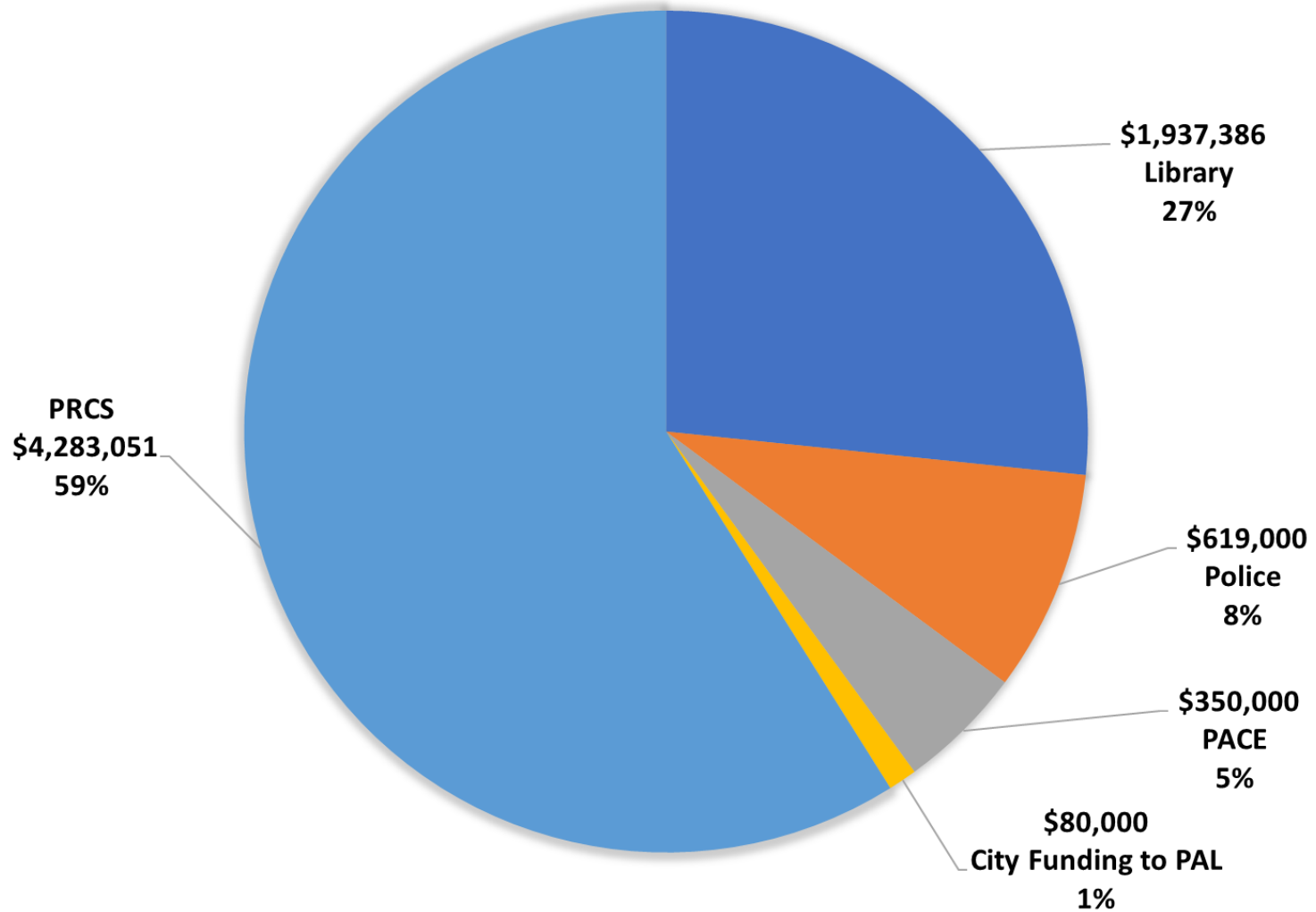
***47.9% of population under 18 is Hispanic or Latino**



FUNDING SOURCES FOR CHILDREN AND YOUTH



EXPENDITURES FOR CHILDREN AND YOUTH



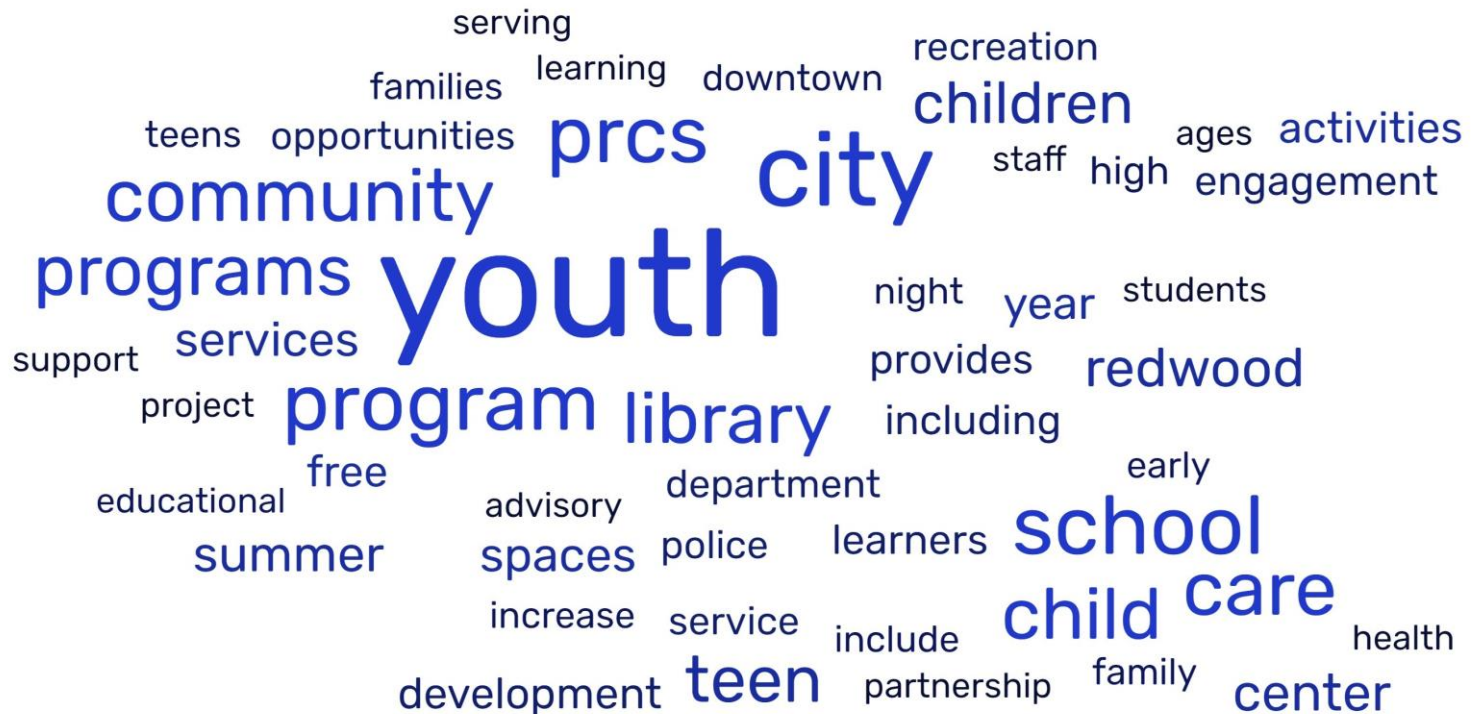
CONSIDERATIONS IN SERVICE DEVELOPMENT

- 1 Holistic Development
- 2 Positive Opportunities
- 3 Collaborative Partnerships
- 4 Equity
- 5 Community Engagement

- 6 Accountability and Impact Measurement
- 7 Sustainability and Innovation



Redwood City provides a diverse array of programs, services, and activities for children and youth



Educational programs lead to school success and positive life outcomes

- Over 62,000 attendees at Library programs for children and families
- 8,864 participants in Library Summer Learning Challenge
- 600+ children in PRCS' after school programs
- Youth special events and cultural celebrations offered all year
- 24/7 free multilingual live online homework tutoring for students



Recreation activities improve physical and mental health

- Over 2,000 youth participated in after school sports league
- Over 4,000 youth participated in summer camps
- 70% increase in teen programming
- Free Summer Mobile Recreation Program served over 1,400 youth at five park locations throughout the city



Youth development and employment provide pathways to opportunity

- PRCS and Library employ up to 150 teens each year
- YEEE! Summer internships
- Junior Fire Academy, Explorer, and Cadet program
- Police Cadet program
- Job Fairs and Networking



Youth facilities support social, intellectual, and emotional growth

- Downtown Library Family Place, Teen Center, Makerspace, Project READ, two branch libraries
- Dozens of parks and playgrounds
- Community Centers
- Red Morton Youth Center
- Magical Bridge Playground
- Pop-up spaces - Mobile Recreation and PACE bicycle program



Youth engagement increases voice, choice, and leadership

- Youth and Teen Advisory Boards
- Leader-In-Training Program
- PACE Program
- City Council policy for youth to serve on Boards, Commissions and Committees
- VOICE Program



Redwood City is working to close the child care gap for the community

- Child care supply has increased by 20% since 2017
- However, the total supply meets only 75% of the need in 2022
- By 2032, even with increased supply, only 71% of needed spaces are expected to be available
- 2,378 more spaces needed today, and an estimated 3,120 in 2032



Youth engagement programs reduce involvement with juvenile justice system

- Fostering accountability
- Improving school and family engagement
- Addressing mental health concerns
- Expanding access to services



Data Collection and Utilization

- After School Program and Sports Surveys
- Class and Camp Parent/Child Surveys
- Library program evaluations
- Citywide surveys
- School district meetings and feedback
- Complete Parks Indicators – Park Equity (Goal)



Outcomes and Impacts

- Increased literacy rates and school performance
- Reductions in involvement with juvenile justice system
- Improved social, emotional, and intellectual development
- Resident satisfaction with services





Parks, Recreation and Community Services & Library Programs



Continuous Improvement

1

Program Access

2

Increase cultural representation

3

Ensuring gender equity

4

Enhancing accessibility and inclusion

5

Reducing transportation barriers

6

Overcoming digital divide

7

Increase youth voice

8

Expand access to child care

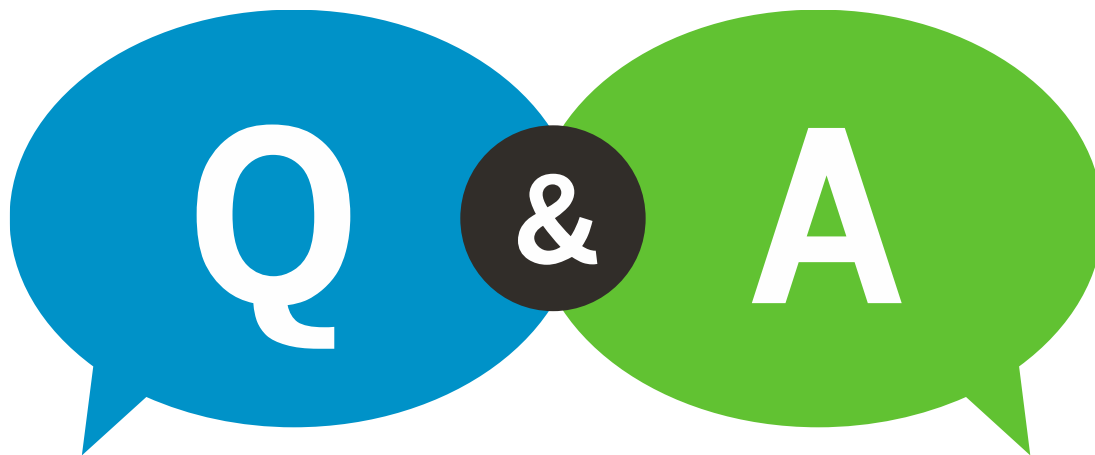
9

New sources of funding and partnerships

CITY COUNCIL QUESTIONS

- Does the City Council have any questions regarding the current programs and services provided by the City and its partners for children and youth?
- Does the City Council have any questions regarding data collection and utilization or program impacts?
- Are there additional or alternative programs and services that the City should consider prioritizing within existing resources?





PLEASE LET US KNOW YOUR THOUGHTS





Climate Action & Sustainability Study Session

October 2, 2023



City Council Questions



- Does City Council have questions regarding the City's Green House Gas Emissions Inventory?
- Does the City Council have input on the City's Municipal Fleet Electrification approach?
- Does the City Council have any input on the education and outreach efforts to increase awareness?
- Does the City Council have any questions regarding the Urban Forest Plan?
- Does the City Council have any questions regarding the Seal Level Rise Vulnerability Assessment update?

Presentation Outline



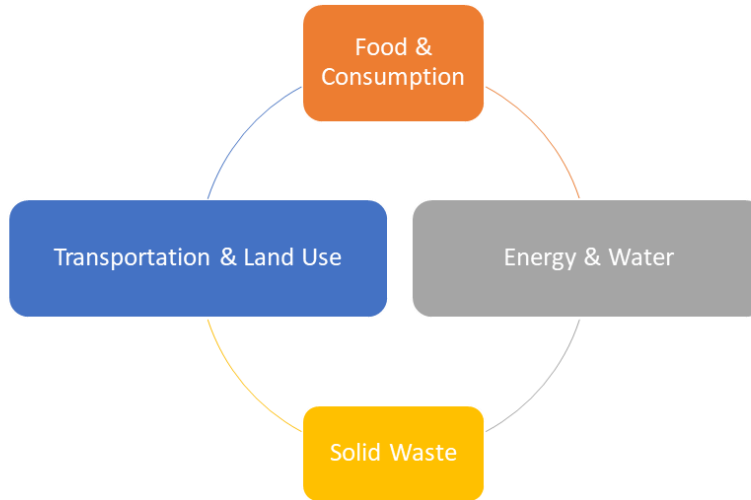
- Background
- Analysis
 - Greenhouse Gas Emissions Inventory
 - Urban Forest Plan
 - Municipal Fleet Electrification
 - Communication and Education
- Action and Adaptation
 - Sea Level Rise Vulnerability Assessment
 - Disposable Foodware Ordinance
 - Flood Mitigation and Green Infrastructure
- Collaboration

Background



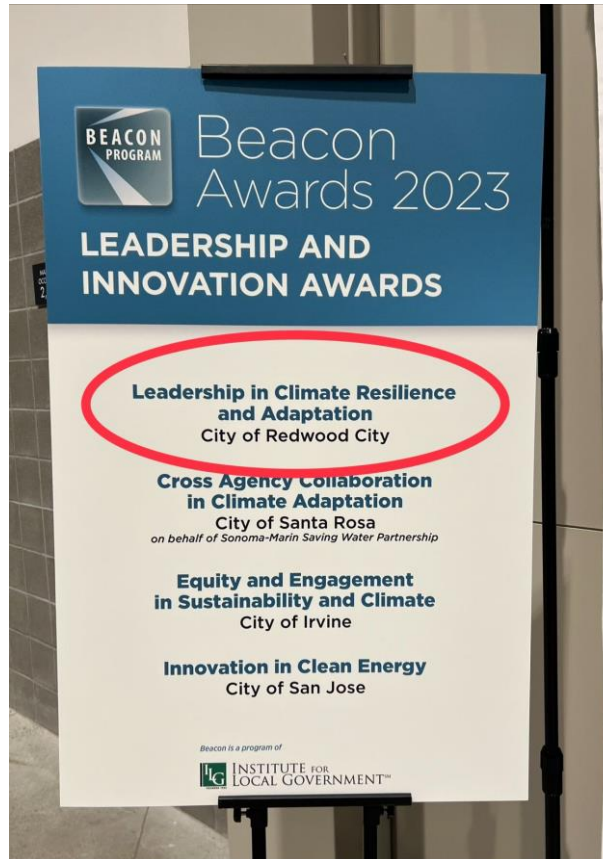
121,414 metric tons (MT) of
carbon dioxide equivalents
-2019-

Greenhouse Gas Emissions Target



| 2005 EMISSIONS (MTCO ₂ e) | STATE TARGET EMISSIONS BY 2030 (MTCO ₂ e) | 2030 Business as Usual (BAU) EMISSIONS (MT CO ₂ e) | 2030 CAP REQUIRED EMISSIONS REDUCTIONS (MT CO ₂ e) |
|---|--|---|--|
| 640,161 | 326,482 | 677,044 | 350,562 |

Recognitions from the Institute of Local Government



Analysis

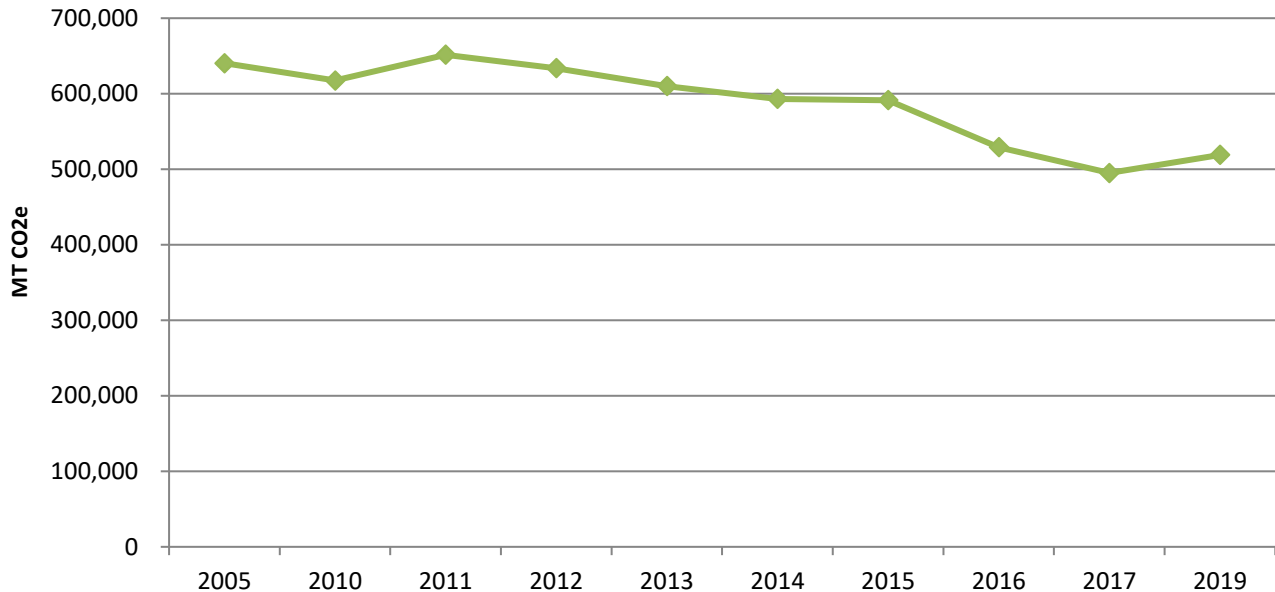
- 1 Greenhouse Gas Inventory
- 2 Urban Forest Plan
- 3 Municipal Fleet Electrification
- 4 Communication and Education



Greenhouse Gas Inventory



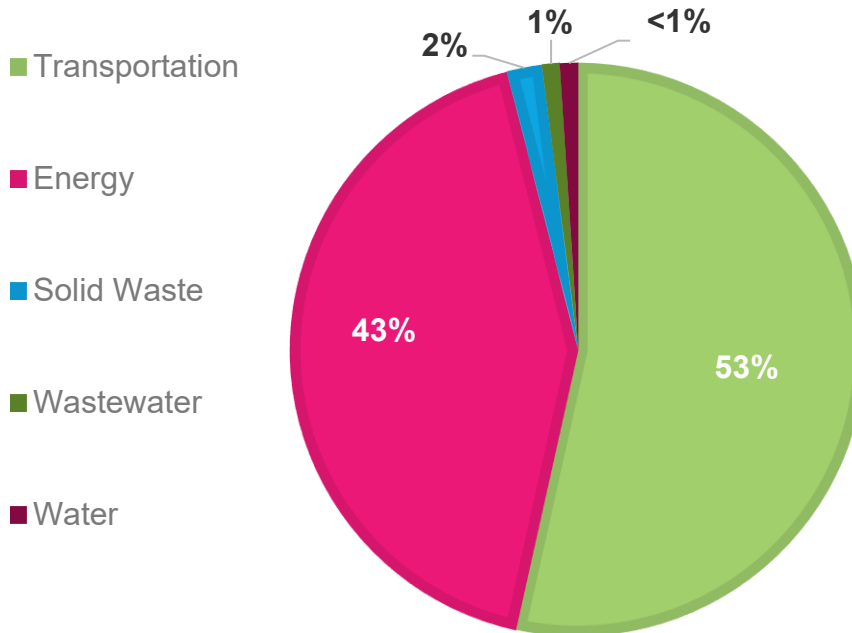
Total Annual Emissions: 2005 - 2019



Greenhouse Gas Inventory



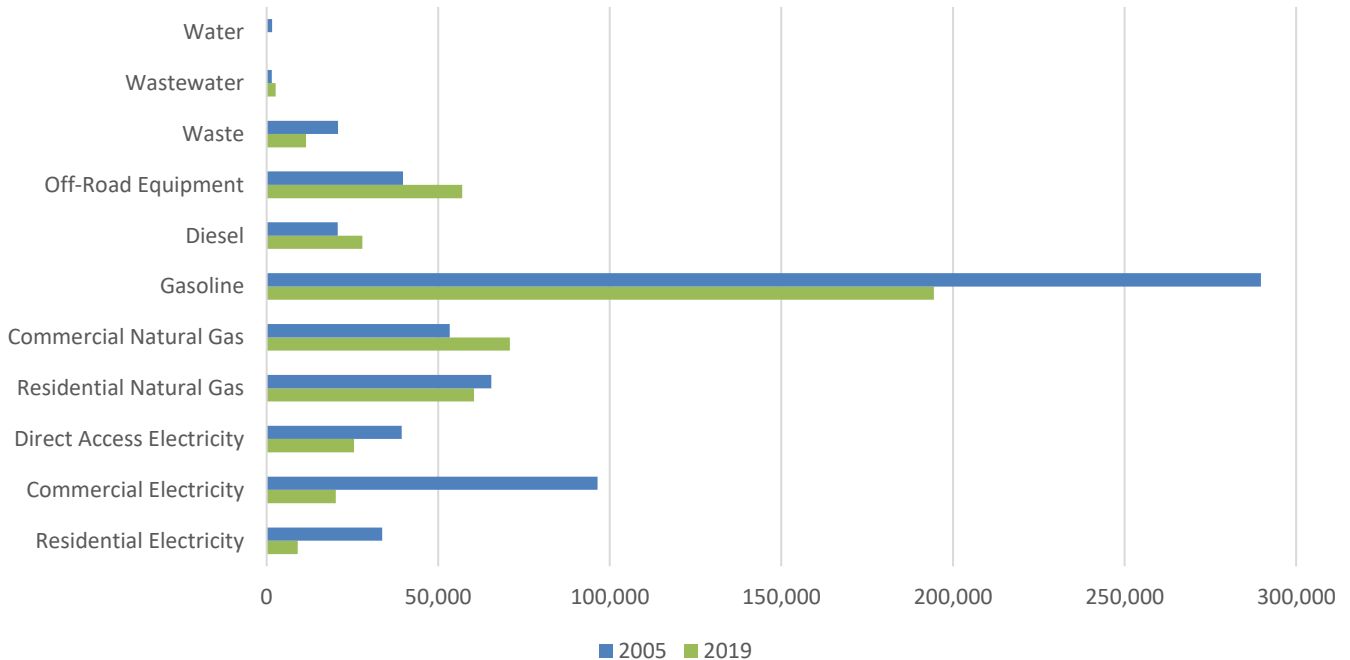
2019 GREENHOUSE GAS EMISSIONS BY SECTOR



Greenhouse Gas Inventory



2005 and 2019 Greenhouse Gas Emissions (MTCO₂e) by Source



Urban Forest Plan



- Key Initiatives:
 - Develop Goals
 - Update City’s Tree Inventory
 - Identify Priority Geographic Area(s) of Focus
 - Primary focus on disadvantaged communities with very low tree coverage
 - Create Maintenance Plan and Budget
 - Create New Recommended Tree Species List
 - Update the City’s Tree Ordinance

Municipal Fleet Electrification



Electric Lawn Mowers for the Parks Department

Municipal Fleet Electrification



Police Department Hybrid Interceptors

Education & Outreach



Goyo Alvarez (6th grade) - 1st place



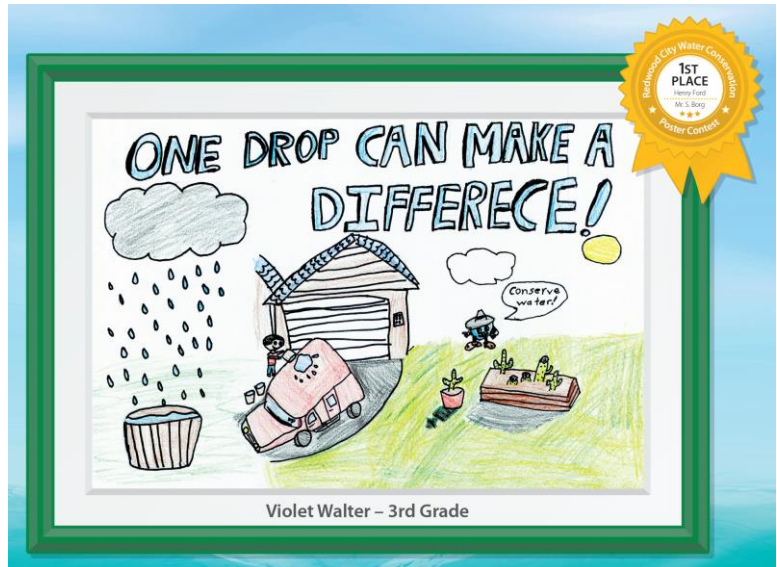
Kaitlyn Wang (7th grade) - 2nd place



Natasha Tamm and Kaitlyn La Torra (7th grade) - 3rd place



Climate Resiliency Video Contest



Water Conservation Poster Contest

Climate Action and Sustainability Programs



Climate Action and Sustainability Programs



Water Conservation Programs



Automated Residential Recycled Water Fill Station

Water Conservation Programs



- Smart Meter Upgrade
- Rebates and Incentives
 - Rachio Smart Controller
 - Lawn-be-Gone
 - Flume Smart Home Monitor
 - Rain Barrel
 - Irrigation Equipment
- Residential Self-Water Audit Tool and Conservation Kit

Pride and Beautification Spring & Fall Clean-Ups



Action and Adaptation

- 1 Sea Level Rise Vulnerability (SLRV) Assessment
- 2 Disposable Foodware Ordinance
- 3 Flood Mitigation and Green Infrastructure

SLRV Assessment Preliminary Review



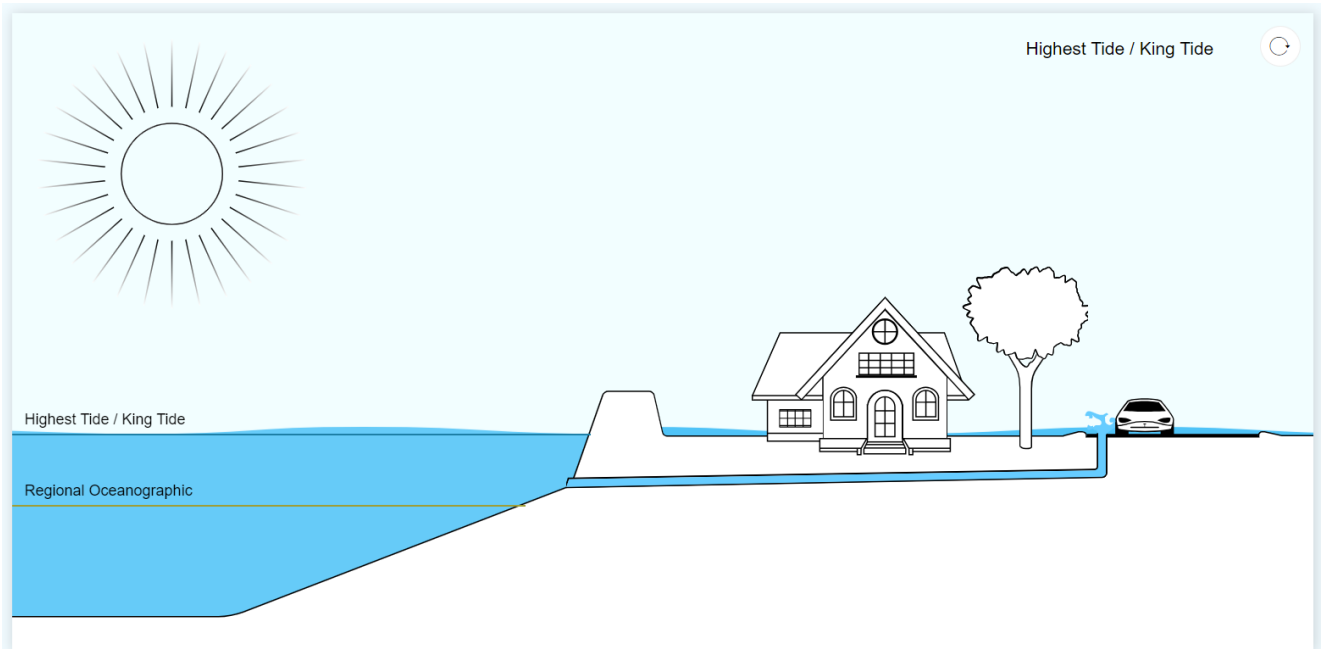
- Assessment of the City's vulnerability to future flooding with sea-level rise and developing conceptual alternatives to mitigate the risk
 - 10 miles of Bay shoreline
 - Variety of flood protection methods
 - Tidal water bodies (Redwood Shores Lagoon and Redwood Creek)

SLRV Assessment Preliminary Review



Sources of Flooding

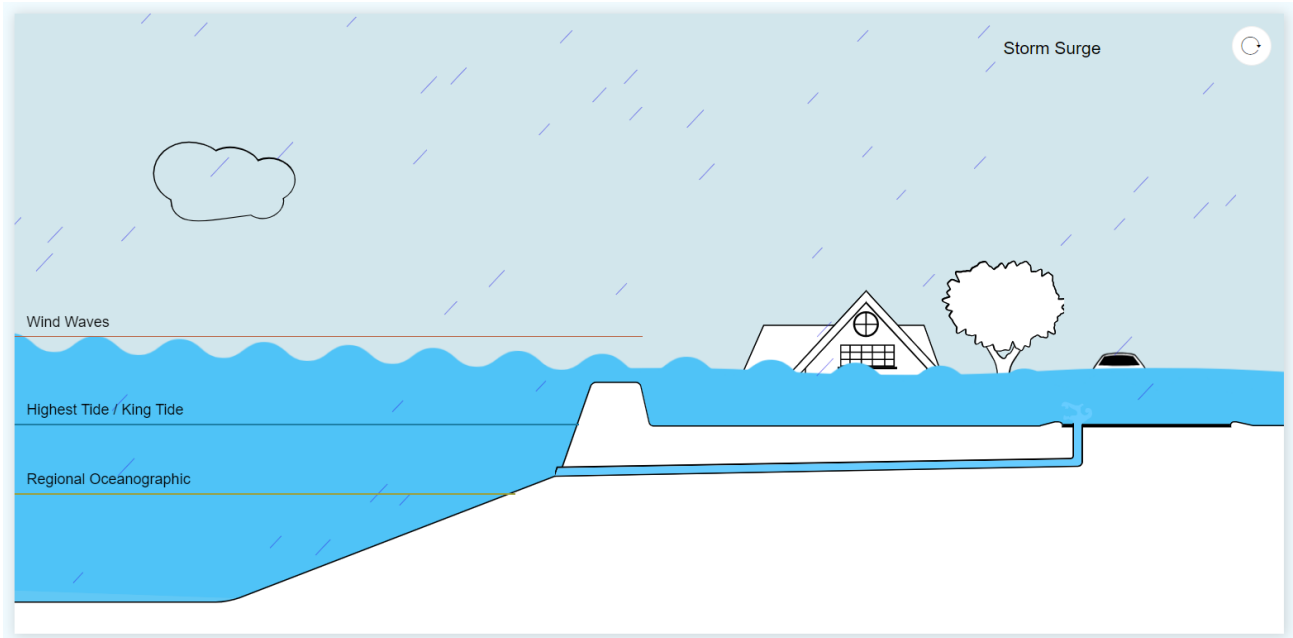
- Bay Water Levels



SLRV Assessment Preliminary Review



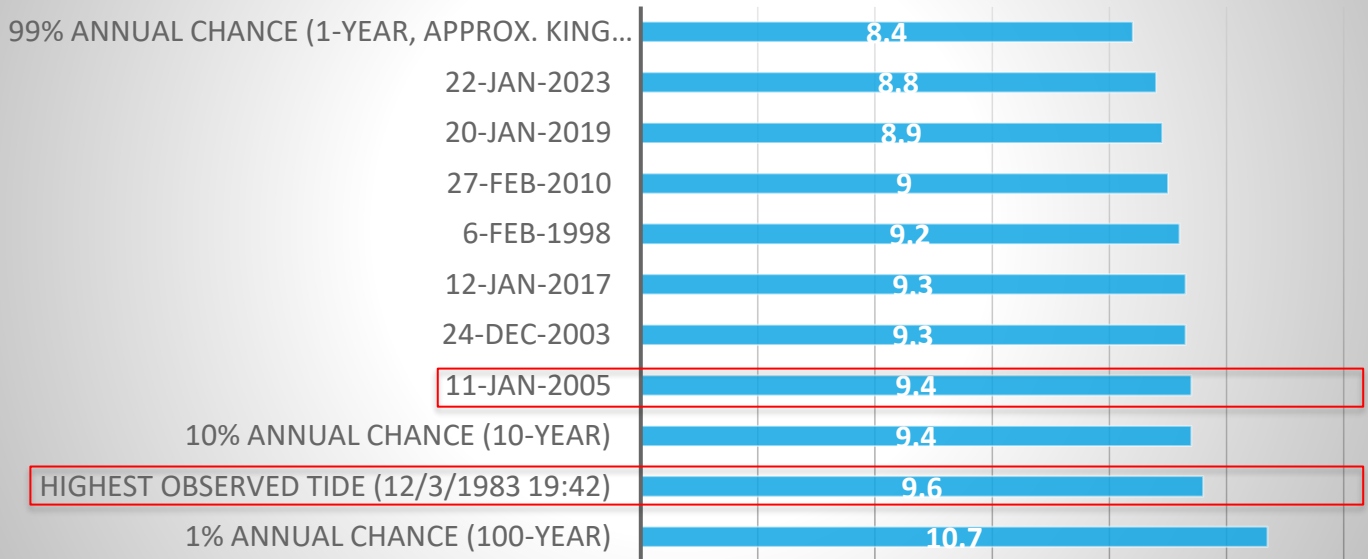
- Combined flooding from runoff and high bay levels



SLRV Assessment Preliminary Review



Historical High Water Levels Since 1998 at NOAA Redwood City Gauge (FT NAVD88)



AECOM FEMA Study (2016)

Peak water levels were above 9.2 ft. NAVD88 for every day from 1/8/2005 – 1/11/2005

NOAA Station 9414523

NAVD88 = North America Vertical Datum of 1988

NOAA = National Oceanic and Atmospheric Administration

SLRV Assessment Preliminary Review



- Expected change with Sea Level Rise
 - The accumulation of human-produced greenhouse gases in the Earth’s atmosphere is causing and will continue to cause the trapping of heat
 - Thermal expansion of the ocean’s waters and melting of ice sheet

Future Water Levels with Sea-level Rise at Redwood City, in Feet NAVD88

| Annual Chance (Return Interval) | 0 ft SLR | 1 ft SLR | 2 ft SLR | 3 ft SLR | 5 ft SLR |
|---------------------------------|----------|----------|----------|----------|----------|
| Daily MHHW | 7.1 | 8.1 | 9.1 | 10.1 | 11.1 |
| 99% annual chance (1-year) | 8.4 | 9.4 | 10.4 | 11.4 | 12.4 |
| 10% annual chance (10-year) | 9.4 | 10.4 | 11.4 | 12.4 | 13.4 |
| 1% annual chance (100-year) | 10.7 | 11.7 | 12.7 | 13.7 | 14.7 |

SLRV Assessment – Next Steps



Feb – May 2023

- Kick-off Meeting
- Review Existing Conditions
- Field Review and Topographic Data Collection

Mar – July 2023

- Data Analysis and Review
- Vulnerability Assessment

July – Oct 2023

- Vulnerability Assessment
- Adaptation Strategies

Oct – Dec 2023

- Prepare Draft Report
- ✓ Public Outreach
- ✓ Community Review
- Finalize Report

Disposable Foodware Ordinance



**USE
REUSABLES!**



**CHOOSE
FIBER-BASED!**



**REFUSE
PLASTIC!**



Disposable Foodware Ordinance Assistance Program



- Active Redwood City business license
- Two types of assistance:
 - Up to \$500 for compliant compostable foodware
 - Up to \$1,000 for reusable foodware
 - Up to \$1,500 total per eligible business
- Stackable with County funding assistance

Flood Mitigation Measures



Before



After

Cordilleras Creek – Industrial Bridge

Flood Mitigation Measures



Bayfront Canal

Flood Mitigation Measures



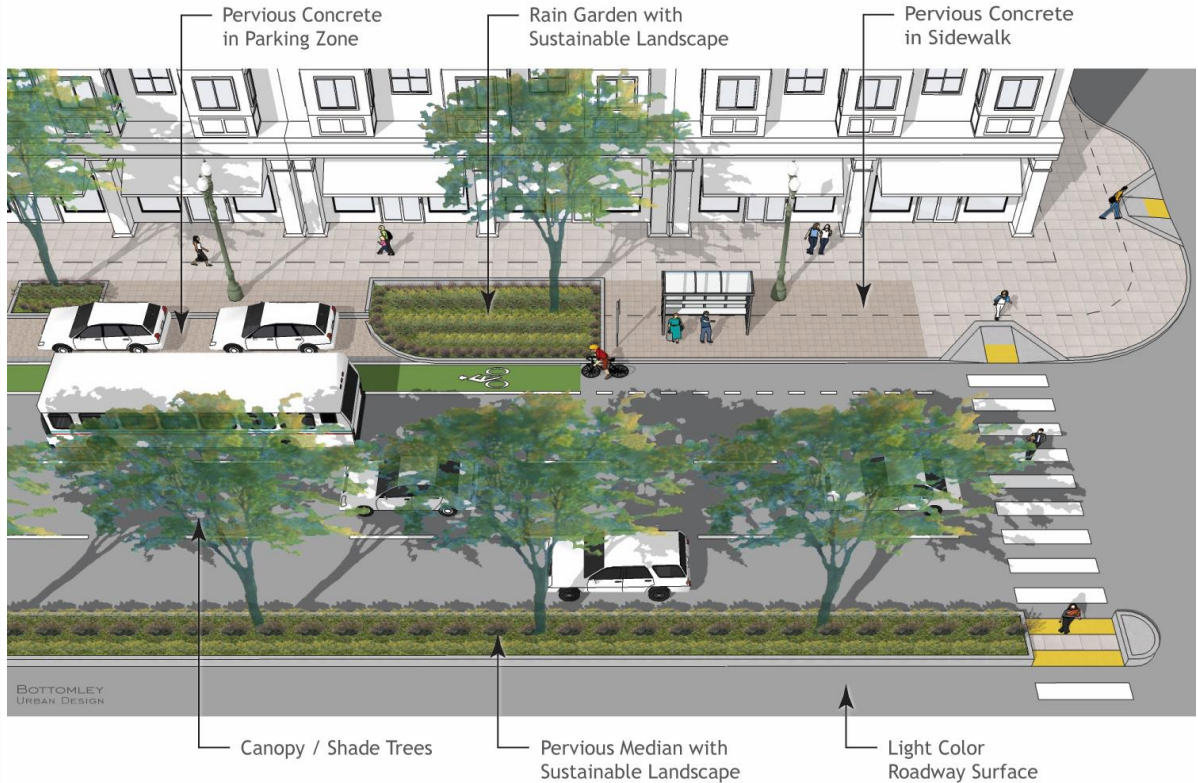
Bayfront Canal &
Atherton Channel
Flood Protection and
Ecosystem Restoration
Project

Algal Bloom – Redwood Shores Lagoon



Redwood Shores Lagoon – Algal Bloom

Green Infrastructure



Green Infrastructure



Redwood City
California
Founded 1867



- Reduce pollution
- Manage flood risk
- Keep water local
- Increase natural habitat

Collaboration



Community Participation

City Council Questions



- Does City Council have questions regarding the City's Green House Gas Emissions Inventory?
- Does the City Council have input on the City's Municipal Fleet Electrification approach?
- Does the City Council have any input on the education and outreach efforts to increase awareness?
- Does the City Council have any questions regarding the Urban Forest Plan?
- Does the City Council have any questions regarding the Seal Level Rise Vulnerability Assessment update?





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

**October 2, 2023
6:00 PM**





1. CALL TO ORDER



2. ROLL CALL

3. PLEDGE OF ALLEGIANCE



Led by Mayor Gee



4. PRESENTATIONS/ACKNOWLEDGEMENTS



4.A. Proclamation recognizing Filipino American History Month

Proclamation

Filipino American History Month October 2023

WHEREAS, The celebration of Filipino American History Month in October commemorates the first recorded presence of Filipinos in the continental United States, which occurred on October 18, 1587, when "Luzones Indios" came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California; and

WHEREAS, in 2009, U.S. Congress recognized October as Filipino American History Month in the United States; and

WHEREAS, Filipino Americans have contributed greatly to the fine arts, music, dance, literature, business, journalism, education, science, technology, government, politics, fashion, and other fields in the United States that enrich the landscape of the country; and

WHEREAS, Filipino Americans are an integral part of the United States health care system as nurses, doctors, and other medical professions; and


WHEREAS, the Filipino American community is the second-largest Asian American group in the United States, with a population of approximately 3,100,000 people, and represents more than 10% of the population in San Mateo County; and

WHEREAS, the San Mateo County Filipino Mental Health Initiative improves the well-being of Filipinos in San Mateo County by reducing the stigma of mental health, increasing access to services, and further empowering the community through outreach and engagement.

NOW THEREFORE, BE IT RESOLVED THAT I, JEFF GEE, MAYOR OF REDWOOD CITY, on behalf of the City Council and the people of Redwood City, do hereby proclaim the month of October 2023 "Filipino American History Month" in honor of the rich culture that Filipino Americans have brought to the Redwood City community, and express appreciation to the County's Filipino Mental Health initiative for supporting the Filipino community with culturally appropriate health, mental health and social services.

Date: October 2, 2023





Jeff Gee, Mayor


Lisette Espinoza-Garrico, Vice Mayor


Alicia C. Aguirre, Council Member


Kala Foster, Council Member


Diane Howard, Council Member


Elmer Mariano Sabellon, Council Member


Chris Starke, Council Member

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



IN-PERSON PUBLIC COMMENT

HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

1 Meetings take place in the **Council Chambers at City Hall, 1017 Middlefield Road**



2 Seating capacity will be limited to maintain social distancing to protect health and safety



3 Masks will be strongly encouraged for all in-person attendees



4 Fill out a Speaker Card (please include Agenda Item # you wish to speak on)



5 Place the completed card in the tray in front of the City Clerk



6 Listen for the item you would like to comment on



7 Wait to be announced by your name and provide remarks at the podium



Once public comment begins, no additional speakers will be allowed to join the speakers list

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



***Public comments within the City's
subject matter jurisdiction received via email
by 5:00 p.m.***

6. CONSENT CALENDAR



6.A. Water connection and service for a proposed single-family house at 11 Agua Vista Court (APN 068-031-210, 068-031-200), in unincorporated San Mateo County, CA

Recommendation:

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water service outside jurisdictional boundaries to the proposed single-family house at 11 Agua Vista Court (APN 068-031-210, 068-031-200), in unincorporated San Mateo County, pursuant to Government Code Section 56133.

6. CONSENT CALENDAR

6.B. Stormwater Treatment Measures Maintenance Agreement with Metropolitan Life Insurance Company for development at 351 Galveston Drive



Recommendation:

By motion, approve and authorize the City Manager to execute a Stormwater Treatment Measures Maintenance Agreement with Metropolitan Life Insurance Company.



6.C. Agreement for Services between the City of Redwood City and the Redwood City School District for 2023-2024 extended day learning services

Recommendation:

By motion, approve and authorize the City Manager or their designee to execute the Agreement for Services between the City of Redwood City and the Redwood City School District for 2023-2024 extended day learning services.



6.D. Agreement for Services between the City of Redwood City and Belmont Redwood Shores School District for 2023-2024 after school enrichment services

Recommendation:

By motion, approve and authorize the City Manager to execute the Agreement for Service between the Belmont Redwood Shores School District and the City of Redwood City to provide extended day enrichment service for the 2023-2024 school year for an amount not to exceed \$107,000.



6.E. Waive second reading and adopt an Ordinance amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code to provide for local regulations on bingo games in Redwood City in compliance with State law

Recommendation:

Waive the second reading and adopt an Ordinance amending Chapter 8A (Bingo Games) of the Redwood City Municipal Code to provide for local regulations on bingo games in Redwood City in compliance with State law.



6.F. Approval of Settlement Agreement between Emilio Diaz and the City of Redwood City to resolve his claims in litigation entitled Fambrough et al. v. City of Redwood City (Case No. 17CIV05387) and Redwood City v. Emilio Diaz (Case No. 18UDL00811)

Recommendation:

By motion, approve Settlement Agreement between Emilio Diaz and the City of Redwood City.

CONSENT CALENDAR - Continued

6.G. Approve September 11, 2023 and
September 18, 2023 City Council Minutes



6.H. Approve claims and checks from October 2, 2023 to October 9, 2023 and the usual and necessary payments through October 9, 2023



7. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS



7.A. Approve Transportation Advisory Committee Work Plan for Fiscal Years 2023-2024 and FY 2024-2025

Recommendation:

By motion, approve Transportation Advisory Committee Work Plan for Fiscal Years 2023-2024 and FY 2024-2025.

7A. PUBLIC COMMENT

Transportation Advisory Committee Work Plan for Fiscal Years
2023-2024 and FY 2024-2025



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7 Wait to be announced by your name and provide remarks at the podium



Once public comment begins, no additional speakers will be allowed to join the speakers list

7.A. PUBLIC COMMENT

Transportation Advisory Committee Work Plan for Fiscal Years 2023-2024 and FY 2024-2025



Public comments received via email by 5:00 p.m.

7. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS



7.B. Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025

Recommendation:

By motion, approve the proposed Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025.

7B. PUBLIC COMMENT

Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025.



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7.B. PUBLIC COMMENT

Arts Commission Work Plan for FY 2023-2024 and FY 2024-2025



Public comments received via email by 5:00 p.m.

8. PUBLIC HEARINGS - None



9. STAFF REPORTS - None



10. STUDY SESSIONS

10.A. Study Session on activities to advance the City Council's Strategic Priority of Children and Youth



Recommendation:

Hold a Study Session and receive individual City Council Member input on activities to advance the City Council's Strategic Priority of Children and Youth. No formal action will be taken.

10.A. PUBLIC COMMENT

Activities to advance the City Council's Strategic Priority of Children and Youth



IN-PERSON PUBLIC COMMENT

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Once public comment begins, no additional speakers will be allowed to join the speakers list

10.A. PUBLIC COMMENT

*Study Session on activities to advance the City Council's
Strategic Priority of Children and Youth*



Public comments received via email by 5:00 p.m.

10. STUDY SESSIONS - continued



10.B. Study Session on the City's Climate Action Plan and sustainability efforts including preliminary findings on the Sea Level Rise Vulnerability Assessment, status update on the Disposable Foodware Ordinance, Green Infrastructure implementation, the development of the City's Urban Forest Plan, and the City's Sustainability Incentive Program

Recommendation:

Receive an update on City's Climate Action Plan and sustainability efforts and provide individual City Council Member input. No formal action will be taken.

10.B. PUBLIC COMMENT

Study Session on the City's Climate Action Plan and sustainability efforts



IN-PERSON PUBLIC COMMENT

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10.B. PUBLIC COMMENT

Study Session on the City's Climate Action Plan and sustainability efforts



Public comments received via email by 5:00 p.m.

11. MATTERS OF COUNCIL INTEREST



11.A. City Council Member Report of Conferences Attended

11. MATTERS OF COUNCIL INTEREST



11.B. City Council Committee Reports

A. Utilities Sub-Committee

B. Finance/Audit Sub-Committee

C. Governance Sub-Committee

D. Transportation / Mobility Sub-Committee

11. MATTERS OF COUNCIL INTEREST - continued



11.C. City Manager (Oral) Update



132. ADJOURNMENT

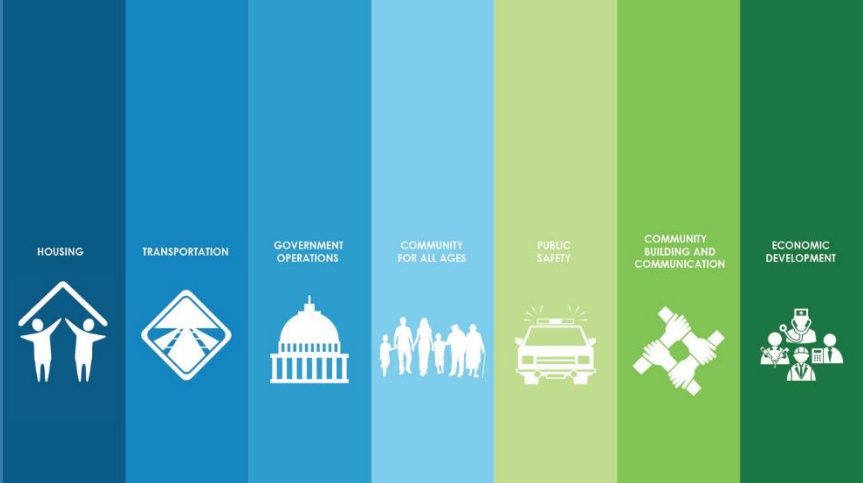
The next City Council meeting is scheduled for
October 9, 2023

FUTURE COUNCIL MEETING DATES



- ✓ October 9, 2023
- ✓ October 23, 2023
- ✓ November 13, 2023

CITY OF REDWOOD CITY STRATEGIC INITIATIVES



SEND A SERVICE REQUEST WITH EASE

www.redwoodcity.org/myrwc



FREE and easy to use from Redwood City!



Your One-Stop
Redwood City
Resource



myRWC

The smart phone app that puts
Redwood City "at your fingertips!"



Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



WWW.REDWOODCITY.ORG/NASIGNUP

CITY OFFERS ONLINE TOOLS TO ANSWER YOUR QUESTIONS!



Would you like to...

- ▶ Find a Downtown restaurant?
- ▶ Learn about City construction projects?
- ▶ Search the library's catalog?
- ▶ Locate community centers or parks?
- ▶ Apply for a job?

Go to www.redwoodcity.org for the answers!

REDWOOD CITY PUBLIC LIBRARY



The Redwood City Public Library offers many programs and services for all to enjoy!

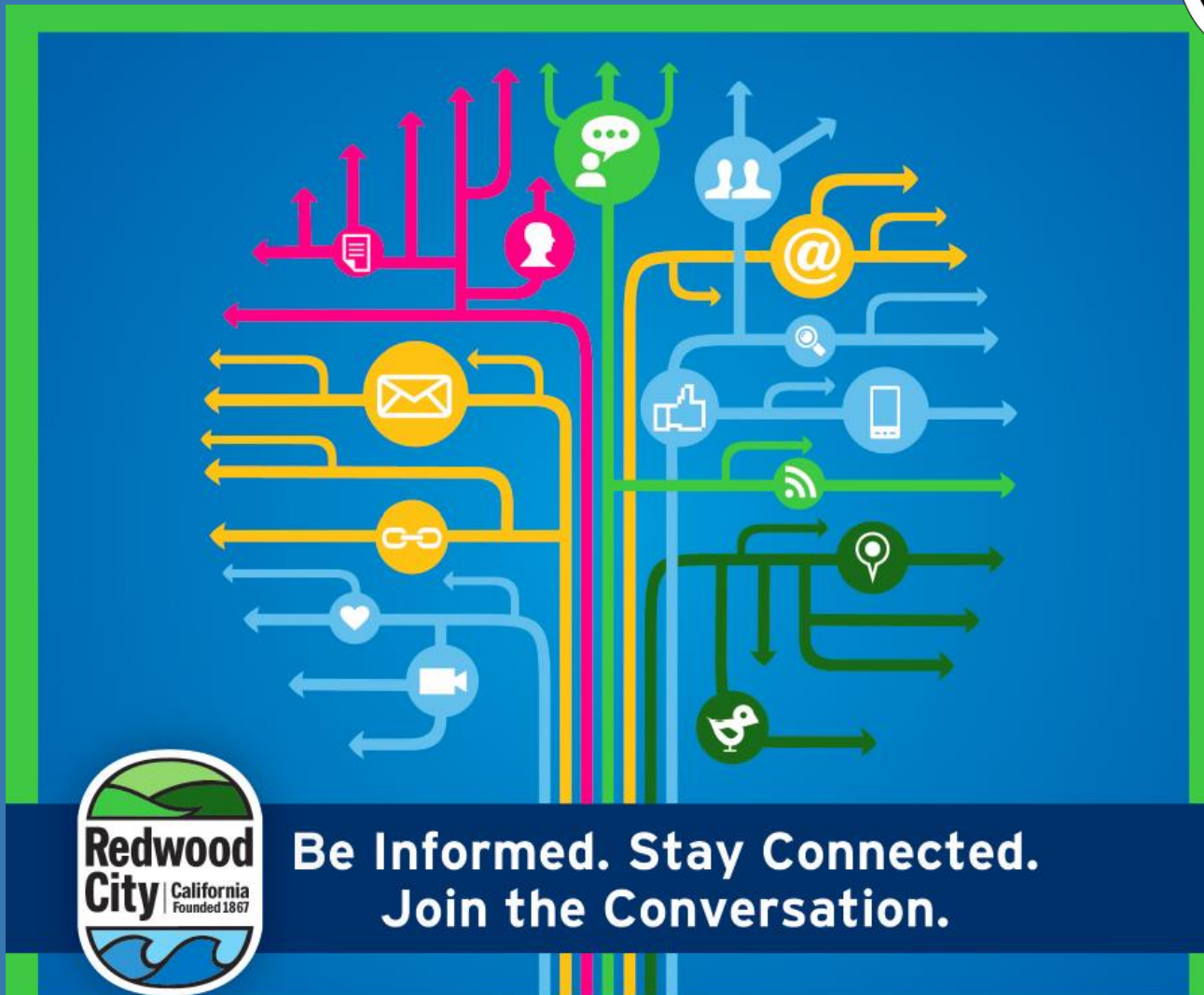
The Redwood City Downtown Branch is located at 1044 Middlefield Road

You can also call to ask questions over the phone at 650-780-7026, or visit the library online, 24 hours a day, 7 days a week at

<http://www.redwoodcity.org/library>

CONNECT & STAY INFORMED

www.redwoodcity.org/connect



Be Informed. Stay Connected.
Join the Conversation.

CONNECT WITH US!



Ways To Connect With Us



www.redwoodcity.org/myrwc



@RedwoodCityGov



@RedwoodCity



www.youtube.com/cityofredwoodcity



www.facebook.com/cityofredwoodcity



Nextdoor
Redwood City



@CityofRedwoodCity



Redwood City VOICE



www.downtownredwoodcity.org



www.redwoodcity.org

NEW DEVELOPMENT PROJECT WEBPAGE



www.redwoodcity.org/currentprojects

Learn more about development projects at various stages of review at the City's NEW development project webpage.

A screenshot of the Redwood City website's 'Current Projects' page. The page features a navigation menu with categories like 'ABOUT THE CITY', 'CITY HALL', 'DEPARTMENTS', 'RESIDENTS', 'BUSINESS', and 'I WANT TO...'. The main content area is titled 'DEVELOPMENT PROJECTS' and includes a search bar, font size options, and social sharing links. Below this, there is a section for 'Proposed' projects with three images and their respective addresses: 601 El Camino Real, 929 Main Street 'Young's Automotive', and 1175 Marshall St 'Kaiser Hospital Phase II'. The page also includes a sidebar with various city services and a weather widget showing 'Mostly Sunny, 71°'.

UTILITY RATE ASSISTANCE PROGRAM



Need help paying your utilities?

The City of Redwood City offers the Water and Sewer Rate Assistance Program (WSRAP) to qualifying utility rate payers.

Eligibility is based on household income and qualifying applicants will receive a credit of around \$20 on their utility bill each month.

Learn more at www.redwoodcity.org/rateassistance

TIPS FOR SAVING WATER



1

Use the EPA WaterSense website to find out if your household has water efficient products. Redwood City offers rebates for WaterSense toilets.



2

Turn off the tap while shaving or brushing your teeth. The City offers low flow faucet aerators for FREE!



3

Take a shower over a bath...just be aware of how long you are showering! We offer residents FREE low flow showerheads and shower timers!



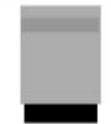
4

In the kitchen...plug the sink or use a wash basin if washing dishes by hand.



5

Use a dishwasher, and fill it up before you do!



6

Scrape your plate instead of rinsing before loading it into the dishwasher.



7

Keep a pitcher of drinking water in the refrigerator so you're not waiting for water to cool as it comes out of the faucet.



8

Avoid the garbage disposal...it's not good for your pipes or water conservation. Throw food scraps in the compost bin.



9

Wash only full loads of laundry or use the appropriate load size selection on your machine. The City and PG&E offer rebates for High Efficiency Washing Machines!



10

Check plumbing fixtures and irrigation systems for leaks.



11

Give your garden hose a break. Sweep driveways, sidewalks, and steps rather than hosing off.



12

Wash the car with water from a bucket, or use a commercial car wash that recycles water.



PENINSULA CLEAN ENERGY



CLEANER ENERGY IS HERE

Find out what the
buzz is about!



PENINSULA
CLEAN ENERGY



LEARN MORE HERE:

www.peninsulacleanenergy.com

NEW PARKING OPTIONS

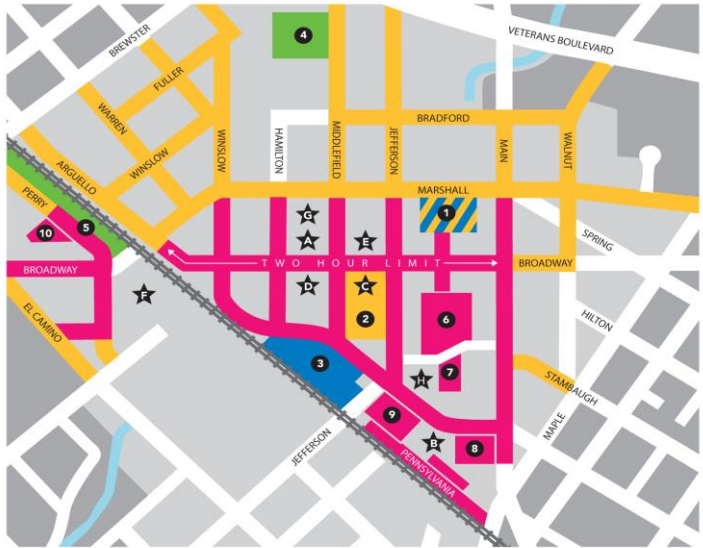


PARKING DOWNTOWN REDWOOD CITY

Street parking free Mon – Sat before 10am and after 6pm; free all day Sunday.

- | | | | |
|--|---|--|---|
| <p>Commuter Street parking 25c per hour Mon-Sat, 10am-6pm; First 1 1/2 hours free in garages at all times</p> <p>GARAGES</p> <ol style="list-style-type: none"> MARSHALL 387 spaces (\$1 per hour before 6pm) JEFFERSON 585 spaces (25c per hour before 6pm) | <p>Downtown Event & Dinner Visitor (FREE with validation) \$2.50 per hour after 6pm (First 1 1/2 hours free at all times/first 4 hours free with validation from Century Theater)</p> <p>GARAGES</p> <ol style="list-style-type: none"> MARSHALL 387 spaces JEFFERSON 585 spaces CROSSING 900 900 spaces (Open to the public nights & weekends) | <p>Downtown Event & Dinner Visitor (FREE) Free Mon - Fri after 6pm, all day on weekends</p> <ol style="list-style-type: none"> COUNTY GARAGE 797 spaces CALTRAIN LOT 160 spaces | <p>Lunchtime/Daytime Visitor \$1 per hour Mon-Sat, 10am-6pm; lots free Mon-Sat after 6pm and all day Sunday</p> <ol style="list-style-type: none"> MAIN STREET LOT 150 spaces CITY HALL LOT 15 spaces LIBRARY LOT A 88 spaces LIBRARY LOT B 98 spaces PERRY STREET LOT 52 spaces |
|--|---|--|---|

Find the parking new map and more details online at www.redwoodcity.org/parking



- LANDMARKS & DESTINATIONS**
- | | | | |
|----------------------|--------------------|---------------------|------------------------------------|
| A. Courthouse Square | C. Century Theatre | E. Dragon Theatre | G. San Mateo County History Museum |
| B. Library | D. Fox Theatre | F. Caltrain Station | H. City Hall |

JOIN THE CONVERSATION



The City is looking for your input!

Learn about ways to share your ideas, concerns and input on issues facing the City.

Visit www.redwoodcity.org/jointheconversation for more details!





DOWNTOWN REDWOOD CITY



Retail, restaurants, events, and more are located right here in downtown Redwood City.

Visit www.downtownredwoodcity.org to learn more.

VOLUNTEER IN REDWOOD CITY



Thanks to our volunteers for their time and involvement supporting our community!

Join thousands of volunteers who have contributed over 200,000 hours of service!

Make an impact in the community by volunteering today!

Visit www.redwoodcity.org/volunteer to learn more and get involved.



REDWOOD CITY FIRE DEPARTMENT



The **CERT** program will provide participants with basic training in disaster survival and rescue skills.

For More Information Please Contact:

Redwood City Fire Department

(650) 780-7400

www.redwoodcity.org/cert

HOME IMPROVEMENT LOAN PROGRAM!



CITY OF REDWOOD CITY HOME IMPROVEMENT LOAN PROGRAM



DO YOU NEED HELP WITH HOME IMPROVEMENT PROJECTS?



Apply now and we can help you enjoy a more comfortable home environment with a new heating system, roof and/or windows as well as improved energy efficiency.



If your roof is 15 years or older or leaks, it may be time to consider getting a new roof. Window leaks can also be a problem.



Protect your investment and don't allow water damage to ruin your home. Energy-efficient windows, and heating systems can pay for themselves with energy cost savings over time.

These improvements will provide energy efficiency, comfort, better home value, and peace of mind.

TAKE ADVANTAGE OF REDWOOD CITY'S HOME IMPROVEMENT LOAN PROGRAM!

Low interest home improvement loans are available to eligible owners of single-family homes and owners of rental property located within incorporated Redwood City. Single-family homes include structures of 1-4 units, one of which must be owner-occupied. Rental property owners must rent 51% of their units to low-income tenants. Rehabilitate your home and take advantage of these generous loan terms – 2% interest fully amortized over 15 years. There are no points and no "out-of-pocket" expenses for loan fees.

**MORE INFORMATION CALL US AT 650.780.7290
OR GO TO WWW.REDWOODCITY.ORG/HILP**

Housing Resource Guide/Guía de Recursos de Vivienda

Do you need help with a challenging rental housing issue? Are you looking for affordable housing?

For a list of programs and services to help, go to the City's website for a housing resource guide.

¿Necesita ayuda con un problema de difícil vivienda de alquiler? ¿Está buscando una vivienda asequible?

Para obtener una lista de programas/servicios traducido en español ve **aquí:**
www.redwoodcity.org/housingresourceguide



From: [Cary Bloomquist](#)
To: [publiccomment](#)
Subject: Censorship and Discrimination
Date: Friday, September 29, 2023 10:14:54 PM

Everyone is entitled to their opinions, good or bad, regardless of our own personal views, biases, or prejudices.

I received an email from the City indicating modifications to the procedures surrounding public comments due to "hate" mail being received will soon be implemented.

Who at the City has made the determination the mail being received is "hate" mail...what is the definition of "hate" mail being used in the evaluation process of the content of the messages being received on the public platform...sounds like repression of speech and Censorship to me.

As a reminder of our rights as U.S. born Citizens, freedom of speech is critical to the democratic process...I don't want a small group of individuals taking it upon themselves to decide, for me, what is acceptable and what is not acceptable in terms of content of messages being shared with the public on a public viewing platform...is Redwood City turning Communist?

I would like to know who is deciding the new "policy" pertaining to the public comment process.

I want this message shared with the Mayor, with the City Council, and with Melissa.

It's truly discouraging to read, via email, our rights as tax paying citizens are being infringed upon via Censorship of messages received on a public platform.

All messages should be heard and shared when presented in a public forum...anything else is discriminative and repressive by definition.

Sincerely,

Mr. Cary Bloomquist

From: [Erica Engle](#)
To: [publiccomment](#)
Subject: Public Comment - Slow Streets update and Chik Fil A issues
Date: Monday, October 2, 2023 11:53:45 AM

What can we expect for continued efforts with regards to the Slow Streets program?

We still have high speed traffic on streets where kids are playing, people are walking dogs, and people enjoying a peaceful street to live on.

There is also a concern with the Chik Fil A on Whipple & 101 where cars are not able to properly see pedestrians on the sidewalk because of the Chik Fil A sign. I have reached out to this establishment several times and this is serving as a notice of potential negligence that someone could get very badly injured if nothing is done.

From: [Nick Chiochios](#)
To: [publiccomment](#)
Subject: Public Comment Changers
Date: Monday, October 2, 2023 11:41:29 AM

I applaud your tentative changes to public comments. Restricting real time commenting is not free speech suppression. One only has to do it through proper channels,

Please not that Hate Speech is not the same thing as Free Speech. The latter is enshrined in our Constitution, while the former is vile and should be suppressed!

Nick Chiochios

From: [Nick Chiochios](#)
To: [publiccomment](#)
Subject: Public Comment Changers
Date: Monday, October 2, 2023 11:41:29 AM

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Nick Chiochios



SPEAKER'S CARD

City of Redwood City

(2)

Please fill out and submit to the City Clerk to speak to the City Council.

Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 10/2/23 PHONE NO _____

NAME: SIM BECKER

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS: screcker@gmail.com

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 5 OR SUBJECT Public comment

ORGANIZATION REPRESENTED (if any): _____



SPEAKER'S CARD

City of Redwood City

(1)

Please fill out and submit to the City Clerk to speak to the City Council.

Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 10/2/23 PHONE NO _____

NAME: Ronal Gaudrum

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 5 OR SUBJECT Public Comment

ORGANIZATION REPRESENTED (if any): _____



SPEAKER'S CARD

City of Redwood City

(4)

Please fill out and submit to the City Clerk to speak to the City Council.

Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 10/2/23 PHONE NO _____

NAME: Marcelene Luna

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 5 OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____



SPEAKER'S CARD

City of Redwood City

(3)

Please fill out and submit to the City Clerk to speak to the City Council.

Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 10/2/23 PHONE NO _____

NAME: Bill Newel

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. Public Comment OR SUBJECT Parks Safety

Community Meetings

ORGANIZATION REPRESENTED (if any): _____



SPEAKER'S CARD

City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 10/2/23 PHONE NO _____

NAME: Rena Gaudin

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 7A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____



SPEAKER'S CARD

City of Redwood City

Please fill out and submit to the City Clerk to speak to the City Council.
Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 10/2/23 PHONE NO _____

NAME: Marcylene Luna

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 7A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____