Elmer Martínez Saballos, Mayor
Kaia Eakin, Vice Mayor
Isabella Chu, Council Member
Jeff Gee, Council Member
Diane Howard, Council Member
Marcella Padilla, 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:
https://redwoodcity.zoom.us/j/99481825639
Meeting ID: 994 8182 5639

JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING AGENDA

Monday, June 8, 2026

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 BOTH IN PERSON AND VIRTUALLY.
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 remotely as provided below.

PARTICIPATE IN 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. Click HERE to join the meeting by Zoom (**Meeting ID 994 8182 5639**).

PUBLIC COMMENT: All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor, in accordance with the City Council's Guide to Communications & Business, available here. In-person speakers will be called first, followed by virtual attendees.

To provide public comment via Zoom, Click HERE to join the meeting by Zoom (**Meeting ID 994 8182 5639**) and use the "Raise Hand" feature to request to speak. You may rename your profile if you wish to remain anonymous.

For dial-in comments, call *67 (669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number), enter **Meeting ID 994 8182 5639** and press *9 to request to speak.

If you wish to submit written public comment, please send an email to the City Council at council@redwoodcity.org. Please indicate the corresponding agenda item number in the subject line of your email. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record, but written public comment will not be read aloud during the City Council 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, City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address ycastro@redwoodcity.org including your name, address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 24 hours before the meeting.

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE - Vice Mayor Eakin

4. NOTIFICATION OF MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE PURSUANT TO GOVERNMENT CODE § 54953.8.3

5. PRESENTATIONS/ACKNOWLEDGEMENTS - None

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

7. CONSENT CALENDAR **Page 7**

7.A. Annual Appropriations Limit for Fiscal Year 2026-27

Recommendation:
Adopt a resolution establishing the Appropriations Limit for Fiscal Year 2026-27.

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

7.B. Rejection of general liability claim by Elizabeth Watson, represented by Alexander Felix of Downtown LA Law Group

Recommendation:
By motion, reject subject claim.

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

7.C. Reject all bids for Tire Supply and General Vehicle Services

Recommendation:
By motion, reject all bids for Tire Supply and General Vehicle Services and authorize staff to reissue the solicitation at a later date.

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

7.D. Final acceptance of the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City

Recommendation:
By motion, accept the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City and authorize the release of bonds according to City procedures.

CEQA:
Categorically Exempt - Class 2. Replacement or reconstruction

7.E. Award of contract for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC

Recommendation:
By motion, approve and authorize the City Manager, or their designee, to execute the standard form construction contract documents for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC of Daniel Island, SC for their low bid of $999,453; and authorize the City Manager, or their designee, to increase the contract amount, if necessary, up to 10 percent of the original contract amount, for a not-to-exceed total of $1,099,399.

CEQA:
Categorically Exempt - Class 2. Replacement or reconstruction

7.F. Resolution for Fiscal Year 2026-27 Roadway Pavement Management Program use of Senate Bill 1 (SB1) Funds

Recommendation:
Adopt a resolution identifying a list of proposed paving projects for Fiscal Year 2026-27 funded by SB1: the Road Repair and Accountability Act of 2017, in accordance with the Streets and Highways Code for the Road Maintenance and Rehabilitation Account.

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

7.G. Amendment No. 1 to Communications Products Agreement with Motorola Solutions, Inc.

Recommendation:
By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Communications Products Agreement with Motorola Solutions, Inc. for an additional amount not to exceed $55,000, for a total contract amount of $1,501,572 and a total contract term from February 2, 2024 to February 2, 2027.

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

7.H. First Amendment to the Agreement with the County of San Mateo, providing core agency services at the Fair Oaks Community Center, for the term of July 1, 2025 through June 30, 2028, to increase funding by $25,000 for the purchase of disaster resilience supplies

Recommendation:
1. By motion, approve and authorize City Manager to execute First Amendment to Agreement between the County of San Mateo and the City of Redwood City by accepting additional County funding in the amount of $25,000 for disaster resilience supplies, for a total agreement amount of $1,818,282 providing critical safety net services to vulnerable, low-income County residents through the Fair Oaks Community Center Information and Referral Program from July 1, 2025 through June 30, 2028; and
2. Adopt a resolution amending the Fiscal Year 2025-2026 revenue budget by $25,000 for the amount received by the County of San Mateo for the Information and Referral Program at the Fair Oaks Community Center.

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

7.I. Approve May 18, 2026 City Council Minutes

7.J. Approve claims and checks from June 8, 2026 to June 22, 2026 and the usual and necessary payments through June 22, 2026

8. STAFF REPORTS **Page 178**

8.A. Accept certification of an initiative to impose additional rent control and just cause eviction limits in Redwood City, review of Elections Code Section 9212 report on impacts of the initiative, and take action as required by Elections Code Section 9215

Recommendation:
1. By motion, accept certification of signature verification for an initiative to impose additional rent control and just cause eviction limits in Redwood City; and
2. Receive the Elections Code Section 9212 Report on impacts of the Proposed Ordinance (Attachment F); and
3. Pursuant to Elections Code Section 9215 take either of the following actions:
   a. Adopt, without alteration, the Proposed Ordinance (Attachment A); or
   b. Adopt a resolution calling for an election to be consolidated with the Statewide General Election on November 3, 2026, for the purpose of

submitting to the voters an initiative measure to amend the Redwood City Code to impose additional rent control and just cause eviction limits. (Attachment E)

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

9. PUBLIC HEARINGS **Page 330**

9.A. Public hearing to receive a report on City of Redwood City employment vacancies, and employee recruitment and retention efforts as required by Assembly Bill ("AB") 2561 (Government Code 3502.3)

Recommendation:
Receive the informational report on City of Redwood City's employment vacancies, and employee recruitment and retention efforts pursuant to Government Code Section 3502.3.

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

10. STAFF REPORTS **Page 339**

10.A. Presentation of the Fiscal Year (FY) 2026-27 Recommended Budget and date setting for the public hearing and adoption

Recommendation:
1. Receive and provide feedback regarding the FY 2026-27 Recommended Budget; and
2. Adopt a resolution setting June 22, 2026 as the date for the public hearing on and adoption of the Fiscal Year 2026-27 Budget, directing copies of the Fiscal Year 2026-27 Recommended Budget to be filed with the City Clerk, and authorizing and directing the City Clerk to publish notice of the availability of the Fiscal Year 2026-27 Recommended Budget and the date of the public hearing.

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

11. PUBLIC HEARINGS Page 394

11.A. Waive second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) related to Tobacco Retail Permits

Recommendation:
1. Conduct a public hearing; and
2. Waive the second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) to (1) repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), (2) adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and (3) amend Article I, Section 15.2 (Definitions).

CEQA:
The adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, div. 6, ch. 3) section 15060 because the activity is not a Project as defined in CEQA Guidelines section 15378 (no potential for resulting in physical change in the environment). In the event that this Ordinance is found to be a Project under CEQA, it is exempt from CEQA review pursuant to the "common sense exemption" under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

11.B. Collect sewer service charges on the tax roll for residential customers with one dwelling unit per parcel

Recommendation:
Hold a public hearing, and if protests are not made by a majority of the affected parcels, adopt a resolution adopting the Fiscal Year 2026-27 Sewer Service Charge Report and authorizing the collection of sewer service charges on the tax roll for residential customers with one dwelling unit per parcel (requires 5/7 vote).

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

12. MATTERS OF COUNCIL INTEREST

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

12.B. City Council Committee Reports

A. Climate Action Sub-Committee

B. Transportation/Mobility Sub-Committee

C. Ad Hoc Committee on Special Events

12.C. City Manager (Oral) Update

13. ADJOURNMENT - The next City Council meeting is scheduled for June 22, 2026

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Annual Appropriations Limit for Fiscal Year 2026-27

SUMMARY

State law requires the City to annually adopt an appropriations limit under Proposition 4 (the Gann Limit), which restricts the amount of tax proceeds that state and local governments may appropriate each year. The FY 2026–27 proposed appropriations limit is $1.096 billion, an increase from the FY 2025–26 limit of $1.044 billion, primarily due to a 4.95% increase in statewide per capita personal income used in the calculation. Estimated FY 2026–27 appropriations subject to the limit total $146.0 million, which remains well below the legal threshold. Supporting documentation was made publicly available on the City's website and in the FY 2026–27 Recommended Budget, and adoption of the limit has no fiscal impact on the City.

RECOMMENDATION

Adopt a resolution establishing the Appropriations Limit for Fiscal Year 2026-27.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

In 1979, State of California voters passed Proposition 4, the Gann spending limit initiative (most recently amended in 1990 by Proposition 111). The initiative establishes and defines annual appropriation limits for state and local government entities and requires that the City adopt an appropriations limit annually. Moreover, the initiative provides for annual adjustments for changes in population (for the City or County,

whichever is greater) and either the statewide percentage change in per capita personal income or percentage change in assessed valuation attributable to growth in non-residential new construction.

Additionally, State code states that fifteen days prior to the meeting in which the limit is adopted, documentation used in the determination of the appropriations limit shall be made available to the public. This documentation was posted on the City's website on the financial information and reports section on May 22, 2026. The calculation is also available in the Fiscal Year (FY) 2026-27 Recommended Budget document, available at https://www.redwoodcity.org/budget .

ANALYSIS

The adopted appropriations limit for FY 2026-27 is $1,095,704,480 while the limit for FY 2025-26 was $1,044,338,532. The proposed appropriations connected to the estimated proceeds of taxes for FY 2026-27 are $146,004,314, well below the $1,095,704,480 legal limit. The increase in FY 2026-27 is primarily due to a percentage change of 4.95% in state-wide per capita personal income over the prior year, one of the factors used in calculating the change in the appropriation limit. The resolution displays the calculations utilized to arrive at this amount.

FISCAL IMPACT

There is no fiscal impact associated with adopting the recommended appropriations limit, and the appropriation of the proceeds of taxes is well under the recommended limit.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

There are no practical alternatives, as Article XIIIB of the State Constitution requires that the state and all local entities adopt an appropriations limit annually.

ATTACHMENTS

Attachment A – Resolution establishing Appropriations Limit for FY 2026-27
Attachment B – Documentation used for the calculation of the Appropriations Limit

REPORT PREPARED BY:

Mario Xuereb, Principal Analyst- Budget/Purchasing
mxuereb@redwoodcity.org
(650) 780-7075

APPROVED BY:

Beth Goldberg, Finance Director
Patrick Heisinger, City Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27

WHEREAS, Article XIII B of the Constitution of the State of California places various limitations on the City's powers of appropriation; and

WHEREAS, Division 9 (commencing with Section 7900) of Title 1 the Government Code implements said Article XIII B and requires that each local jurisdiction shall, by resolution, establish its appropriations limit for the following year; and

WHEREAS, Section 7901 of the Government Code provides that, in establishing its annual appropriations limit, a city may choose to use the change in population within its jurisdiction or within the county in which it is located, and that such selection must be made annually by a recorded vote of the governing body; and

WHEREAS, Article XIII B, Section 8 of the California Constitution provides that, in establishing its annual appropriations limit, a City may choose a "change in the cost of living" equal to either (A) the percentage change in California per capita personal income from the preceding year, or (B) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction, and a city shall select its change in the cost of living annually by a recorded vote of the entity's governing body.

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

1. This Council does hereby select to use the change in population within the City of Redwood City as the "change in population" for purposes of in calculating its annual appropriations limit.

2. This Council does hereby select to use the percentage change in California per capita personal income as the "change in the cost of living" for purposes of calculating its annual appropriations limit.

3. This Council does hereby establish as the appropriations limit for Fiscal Year 2026-27, the amount of $1,095,704,480 calculated in accordance with the provisions of Division 9 (commencing with Section 7900) of Title 1 the California Government Code.

Proposition 4 Appropriations Limit Fiscal Year 2026-27	
Calculation for FY 2026-27	
Appropriations Limit FY 2025-26	$1,044,338,532
Percentage growth in state-wide per capita personal income	4.95%
Percentage increase in City population growth	-0.03%
(1+0.0495) x (1-0.0003) = 1.04918515	
Appropriations Limit FY 2026-27	$1,095,704,480

4. This resolution shall be effective immediately upon its adoption.

* * *

Proposition 4 Appropriations Limit
Fiscal Year 2026-27

Calculation for FY 2026-27

Appropriations Limit FY 2025-26		$1,044,338,532
Percentage growth in state-wide per capita personal income		4.95%
Percentage increase in County population growth		-0.03%
1.0495 x .9997 =	1.04918515	
Appropriations Limit FY 2026-27		$1,095,704,480

CITY OF REDWOOD CITY
APPROPRIATIONS LIMIT COMPUTATION

YEAR ENDED JUNE 30:	BEGINNING LIMIT	COUNTY POPULATION	CITY POPULATION	PER CAPITA INCOME/ NON-RES. CONSTR.	ENDING LIMIT
2004	115,155,843	1.0037	0.9991	1.7210	198,916,483
2005	198,916,483	1.0044	1.0003	1.2360	246,942,560
2006	246,942,560	1.0062	1.0025	1.0526	261,543,316
2007	261,543,316	1.0062	1.0055	1.0396	273,586,214
2008	273,586,214	1.0097	1.0092	1.0442	288,449,808
2009	288,449,808	1.0127	1.0075	1.0490	306,426,663
2010	306,426,663	1.0121	1.0101	1.0062	312,057,259
2011	312,057,259	1.0117	1.0099	1.1450	361,486,037
2012	361,486,037	1.0084	1.0115	1.0251	374,820,769
2013	374,820,769	1.0098	1.0122	1.3580	515,216,485
2014	515,216,485	1.0109	1.0129	1.0512	548,582,152
2015	548,582,152	1.0170	1.0203	1.0239	573,095,639
2016	573,095,639	1.0100	1.0126	1.0382	602,484,739
2017	602,484,739	1.0091	1.0215	1.0537	648,487,191
2018	648,487,191	1.0056	1.0023	1.0369	676,181,900
2019	676,181,900	1.0051	1.0013	1.0403	707,019,533
2020	707,019,533	1.0028	1.0104	1.0385	741,875,879
2021	741,875,879	0.9987	1.0071	1.0373	775,011,639
2022	775,011,639	0.9925	0.9854	1.0879	836,811,649
2023	836,811,649	0.9908	1.0070	1.0755	906,290,865
2024	906,290,865	0.9957	0.9968	1.0444	943,501,283
2025	943,501,283	0.9950	0.9966	1.0362	974,331,999
2026	974,331,999	1.0070	0.9943	1.0644	1,044,338,532
2027	1,044,338,532	0.9997	0.9963	1.0495	1,095,708,114

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: 1.0495 x 0.9986 = 1.0480

FISCAL YEAR 2026-27
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
Atherton	San Mateo	1.055334	7,012	7,086	7,086
Belmont	San Mateo	-0.4036399	28,243	28,129	28,129
Brisbane	San Mateo	-0.3420265	4,678	4,662	4,662
Burlingame	San Mateo	2.755955	31,568	32,438	32,438
Colma	San Mateo	-0.3546099	1,410	1,405	1,405
Daly City	San Mateo	-0.3101306	102,215	101,898	101,898
East Palo Alto	San Mateo	1.077261	29,148	29,462	29,462
Foster City	San Mateo	-0.5622638	32,547	32,364	32,364
Half Moon Bay	San Mateo	0.857724	11,309	11,406	11,406
Hillsborough	San Mateo	-0.4601363	11,301	11,249	11,249
Menlo Park	San Mateo	1.40705	33,190	33,657	33,785
Millbrae	San Mateo	-0.4704156	23,171	23,062	23,062
Pacifica	San Mateo	-0.4645418	37,241	37,068	37,073
Portola Valley	San Mateo	-0.0693161	4,328	4,325	4,325
Redwood City	San Mateo	-0.365368	82,109	81,809	81,809
San Bruno	San Mateo	-0.3664811	42,567	42,411	42,411
San Carlos	San Mateo	-0.3848512	29,362	29,249	29,249
San Mateo	San Mateo	-0.3267504	104,361	104,020	104,020
South San Francisco	San Mateo	-0.2934389	65,431	65,239	65,239
Woodside	San Mateo	0.3457549	5,206	5,224	5,224
Unincorporated	San Mateo	0.0193943	61,874	61,886	61,886
Incorporated	San Mateo	-0.0340911	686,397	686,163	686,296
County Total	San Mateo	-0.0296684	748,271	748,049	748,182

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

OFFICE OF
ASSESSOR-COUNTY CLERK-RECORDER & ELECTIONS
COUNTY OF SAN MATEO

MARK CHURCH
ASSESSOR-COUNTY CLERK-
RECORDER & CHIEF ELECTIONS OFFICER

May 12, 2026

Mario Xuereb
Principal Analyst
Finance Department
City of Redwood City
1017 Middlefield Rd
Redwood City, CA 94064

Dear Mario Xuereb,

Pursuant to the guidelines of Proposition 111, the dollar amount of assessed valuation which is attributable to non-residential new construction for the City of Redwood City for fiscal 2025/2026 is $47,563,752. This represents a 3.12% portion of the overall change. The change in the Assessor's Preliminary roll for your jurisdiction was $1,523,173,630. This represents a 4.61% change from the prior fiscal year.

Please contact me either via e-mail at rsantos@smcacre.gov or call 650.599.1568 if you have any further questions.

Best,

Rose Santos
Departmental Systems Analyst

OFFICE OF
ASSESSOR-COUNTY CLERK-RECORDER & ELECTIONS
COUNTY OF SAN MATEO

Mark Church
Assessor-County Clerk-
Recorder & Chief Elections Officer

		REDWOOD CITY - 2025		
ROLL VALUES				
2024		Secured		31,728,209,720
		Unsecured		1,346,323,478
		Total		**33,074,533,198**
2025		Secured		33,192,666,967
		Unsecured		1,405,039,861
		Total		**34,597,706,828**
		Difference		1,523,173,630
		% Change		4.61%
NEW CONSTRUCTION				
		Secured		41,343,001
		Unsecured		6,220,751
		Total		**47,563,752**
		% Change due to		3.12%
		New Construction		

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Rejection of general liability claim by Elizabeth Watson, represented by Alexander Felix of Downtown LA Law Group

SUMMARY

City Council approval is required to reject general liability claims made against the city if the amount alleged exceeds $50,000. The subject claim should be rejected based on factual information and legal authority.

RECOMMENDATION

By motion, reject subject claim.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

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

ANALYSIS

The claimant, Elizabeth Watson, represented by Alexander Felix of Downtown LA Law Group, alleges personal injury resulting from a trip and fall over an uplifted section of the sidewalk on September 12, 2025. The subject claim should be rejected based on factual information and legal authority.

EQUITY IMPACT STATEMENT

The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Reviewed data related to a standard or emerging best practice

FISCAL IMPACT

There is no funding required for the rejection of claims.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

If the claim is not rejected, the statute of limitations for the claimant to file a State court action on the claim is extended from six months to two years.

ATTACHMENTS

None.

REPORT PREPARED BY:

Sylvia Bravo Peters, Risk Manager
speters@redwoodcity.org
(650) 780-7073

APPROVED BY:

Beth Goldberg, Finance Director
Patrick Heisinger, City Manager

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Reject all bids for Tire Supply and General Vehicle Services

SUMMARY

The Public Works Services Department is responsible for supporting City fleet maintenance operations through the procurement of tires and specialized vehicle services on an as-needed basis. Staff issued a Notice Inviting Bids for Tire Supply and General Vehicle Services for a potential total contract value of $700,000; however, all bids received were deemed to be non-responsive. As a result, staff recommends rejecting all bids and reissuing the solicitation at a later date to encourage more complete and competitive bid submissions. This will allow staff the opportunity to re-evaluate bid structure and provide additional clarity where necessary.

RECOMMENDATION

By motion, reject all bids for Tire Supply and General Vehicle Services and authorize staff to reissue the solicitation at a later date.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The Equipment Services Division (Division) of the Public Works Services (PWS) Department maintains passenger vehicles, trucks, and equipment for the City of Redwood City (City). To provide timely vehicle and equipment maintenance, the Division must maintain a diverse inventory of tires, provide tire mounting and dismounting services, perform tire repairs, and occasionally conduct on-site service calls

when vehicles or equipment become disabled during operations. Further, there is also a need to provide cost-effective alignments, suspension repairs, smog inspections, certifications, and other general vehicle services. The use of outside vendors for these services allows the City to augment services in a cost-effective manner while ensuring timely and reliable fleet maintenance operations.

ANALYSIS

On April 20, 2026, staff issued a Notice Inviting Bids (NIB) that was published in the *San Mateo Daily Journal* and posed on the City's website. Staff also notified four prospective bidders of the solicitation.

Two bids were received by the submission deadline. Bidders were provided with a list of commonly purchased tire sizes and asked to submit unit prices for the purpose of determining the lowest bid, along with pricing for a range of critical vehicle services required. The bids received are summarized below:

Table 1: Bids Received

Company	Bid Price
Tri Valley Tire, Inc.	$11,610.15
Redwood General Tire	$15,190.77

Upon inspection of the bid submissions, it was identified that neither bidder could provide all of the City's requested services, thus making them non-responsive to the City's solicitation. Staff recommends rejecting all bids and reissuing the NIB to encourage more complete and competitive bid submissions. This will allow staff the opportunity to re-evaluate bid structure and provide additional clarity where necessary.

EQUITY IMPACT STATEMENT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action not has been assessed, because relevant data is not currently available.

FISCAL IMPACT

There is no fiscal impact directly associated with rejecting bids.

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 re-bid and identify alternative solutions to provide the necessary services.

ATTACHMENTS

None.

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APPROVED BY:

Adrian Lee, Interim Public Works Director
Patrick Heisinger, City Manager

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Final acceptance of the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City

SUMMARY

The City's On-Call Concrete or Asphalt Repair and Replacement Project to perform as-needed repair or replacement of concrete and/or asphalt along sections of City sidewalks, curbs and streets under a construction contract with Bay Area Paving Co. is complete. The City's Project Manager has determined that the work under the project and associated task orders are complete. Therefore, staff recommends final acceptance of all the work under the project and release of all bonds according to City procedures.

RECOMMENDATION

By motion, accept the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City and authorize the release of bonds according to City procedures.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The Public Works Services Department ("PWS") is responsible for administering the City's Cost-Share Sidewalk Replacement Program and replacing asphalt in the City's right-of-way following utility trench repairs. These types of projects are considered Public Works Projects per the City's Municipal Code but are smaller in scale and require contractors to perform specific kinds of repetitive work. Given the

recurring nature of this work, having a contractor capable of performing tasks on an as-needed basis allows the City to meet its obligations in the most cost-effective and time-efficient manner.

On March 10, 2025, following a formal solicitation process, the City Council awarded a one-year construction contract for the On-Call Concrete or Asphalt Repair and Replacement Project to Bay Area Paving Co.

ANALYSIS

Under this contract, the contractor completed repair and maintenance work on 134 separate sites. The work under this project has been completed in accordance with the contract documents and all the requirements for final acceptance set forth by the City. Since the contract was on-call, the work was performed in multiple locations throughout Redwood City. Therefore, staff recommends moving forward with the City's procedures for closing out construction agreements, which includes acceptance of all the work under the project and release of all bonds.

EQUITY IMPACT STATEMENT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action has not been assessed, as relevant data is not currently available.

FISCAL IMPACT

Funding for this project was allocated from the operating budgets of multiple divisions within the Public Works Services Department on an as-needed basis during the contract term.

ENVIRONMENTAL REVIEW

This project meets the CEQA exemption criteria as set forth in CEQA Statute & Guidelines Section 15302 (Class 2 – Replacement or Reconstruction) in that it involves the minor alteration of existing City facilities with negligible or no expansion of an existing use.

PUBLIC NOTICE

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

ALTERNATIVES

The City Council may choose not to accept the project or authorize the release of bonds. However, this would be contrary to the terms of the contract, prior City Council action, and California Public Contract Code.

ATTACHMENTS

None.

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Adrian Lee, Interim Public Works Director
Patrick Heisinger, City Manager

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Award of contract for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC

SUMMARY

The Redwood City Parks, Recreation, and Community Services Department (PRCS) operates and maintains 10 athletic fields accommodating sports such as soccer, softball, baseball, and flag football providing recreational access for all ages and abilities. To maintain functional and safe fields, PRCS has an annual replacement program for turf surfaces that reach their end of useful life. Griffin-Bechet Field, located within Red Morton Park, is at its end of useful life and requires a new synthetic turf surface. In accordance with the PRCS annual program and the City's standard practice, the Engineering & Transportation Department (E&T) competitively bid the Griffin-Bechet Synthetic Turf Field Project to replace the synthetic turf and recommends contract award to the low bidder.

RECOMMENDATION

By motion, approve and authorize the City Manager, or their designee, to execute the standard form construction contract documents for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC of Daniel Island, SC for their low bid of $999,453; and authorize the City Manager, or their designee, to increase the contract amount, if necessary, up to 10 percent of the original contract amount, for a not-to-exceed total of $1,099,399.

STRATEGIC PLAN GUIDING PRINCIPLE

Healthy Community for All

BACKGROUND

Redwood City provides a wide range of sports and fitness opportunities for lifelong enjoyment of both organized and self-directed physical activity. 10 athletic fields host sports programs for all ages and abilities such as soccer, softball, baseball, and flag football. PRCS operates and maintains these fields for the benefit of the community.

Griffin-Bechet Field is one of three athletic fields located within Red Morton Park and one of the most heavily used in the City. The field includes multiple configurations: one regulation-size soccer field for standard games with 11 players per team, two youth soccer fields for ages 12 and under, and two baseball/softball fields. Soccer, baseball, and softball programs collectively operate at least 12 different programs and host more than a dozen tournaments year-round at Griffin-Bechet Field.

To maintain functionality and safety, PRCS replaces turf surfaces at the end of their useful life. In 2015, all three fields at Red Morton Park were renovated and converted to a thermoplastic elastomer (TPE) infill, a polymer-coated sand particle. While TPE infill provides a desirable playing surface, when these particles reach their end-of-life, they clump and stick to shoes and equipment, impacting safety, playability, and maintenance. The turf at Griffin-Bechet Field reached the end of its useful life and needs replacement.

Since 2018, the City has been installing a more natural infill comprised of cork and sand that does not result in the clumping and sticking issues with time. Additionally, the environmental benefits of this organic infill include superior drainage and lower heat retention, creating a safer and more comfortable recreational surface.

The City contracted with Verde Design, Inc. to prepare the plans and specifications to renovate Griffin-Bechet Field through an existing on-call agreement approved by the City Council on April 24, 2023. The project removes and disposes of the existing surface and procures and then installs new synthetic turf and organic infill material. Moreover, to increase the useability for players of all ages, the renovated field will be upgraded to support three soccer field sizes: one full-size field for standard games with 11 players per team, two youth fields for players age 12 and under, and two smaller fields for players age 10 and under. The Project will also maintain the existing two baseball/softball fields. These upgrades are consistent with other recent athletic field improvements completed by the City, including Mitchell Field completed last year.

ANALYSIS

This project was advertised in the *San Mateo Daily Journal*, on the City's website, and on the industry website QuestCDN on Wednesday, April 22, 2026. One bid was received by the Wednesday, May 6, 2026 due date and the scheduled bid opening was conducted virtually via Zoom on the same day. The complete list of bids received is summarized in Table 1.

Table 1: Bids Received

Contractor	*Bid Amount*
Sprinturf, LLC	$999,453

The low bid of $999,453, submitted by Sprinturf, LLC, is under the Engineer's Estimate of $1.3M. The Engineer's Estimate was determined by staff in coordination with the design consultant, based on similar turf replacement projects throughout the San Francisco Bay Area. Staff reviewed the bid documentation and found the low bid to be responsive, responsible, and balanced. Staff recommend awarding the standard form contract for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC.

EQUITY IMPACT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Reviewed from similar or relevant past program or policy in Redwood City
- Reviewed data from a similar program or policy in another jurisdiction
- Reviewed data related to a standard or emerging best practice

FISCAL IMPACT

There is no General Fund impact associated with this contract. Funding for the Griffin-Bechet Synthetic Turf Field Project was approved in the Capital Outlay Fund (357) Turf Replacement Program (73943) of the City's FY 2025-26 budget.

Table 2: Project Budget	
Construction contract	$999,453
Contingency (10 percent)	$99,945
Project management	$40,000
Total estimated project cost	**$1,139,398**

Table 3: Funding Breakdown		
Fund #	***Fund Name***	***Available***
357	Capital Outlay Fund	$1,139,398
	TOTAL AVAILABLE FUNDING:	**$1,139,398**

ENVIRONMENTAL REVIEW

The Griffin-Bechet Synthetic Turf Field Project qualifies as a Class 2 categorical exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15302(c) because it involves the replacement or reconstruction of an existing structure or facilities involving negligible or no expansion of capacity. A Notice of Exemption will be filed pending the City Council approval.

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 recommended action. Two alternatives are identified below:

1. Not award the construction contract to the apparent low bidder and instead direct staff to revise the project scope to attract more bidders before rebidding the project. This option would delay the project by several months and increase costs associated with reevaluating the project and preparing new bid documents.

2. Direct staff to reject all bids and rebid the project, without changing the project scope. This option would delay the project by several months and add costs for additional contractor evaluation or preparation of rebidding documents.

ATTACHMENTS

None.

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Patrick Heisinger, City Manager

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Resolution for Fiscal Year 2026-27 Roadway Pavement Management Program use of Senate Bill 1 (SB1) Funds

SUMMARY

Local agencies are required to adopt and submit to the California Transportation Commission a resolution of local support and list of proposed projects for the use of SB1 Road Maintenance and Rehabilitation Account (RMRA) funds for pavement projects for the upcoming fiscal year.

RECOMMENDATION

Adopt a resolution identifying a list of proposed paving projects for Fiscal Year 2026-27 funded by SB1: the Road Repair and Accountability Act of 2017, in accordance with the Streets and Highways Code for the Road Maintenance and Rehabilitation Account.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

On April 28, 2017, the Governor signed into law Senate Bill 1 (SB1), the "Road Repair and Accountability Act of 2017". A portion of the revenue generated from SB1 is allocated to municipalities through the "Road Maintenance and Rehabilitation Account" (RMRA) for eligible road and street maintenance activities. To receive these funds, cities are required to adopt an annual resolution identifying proposed projects for the upcoming fiscal year.

The resolution (Attachment A) identifies Redwood City's Roadway Pavement Management Program proposed projects and roadway segments for FY 2026-27. These projects consist of specific street segments that would receive pavement maintenance and improvements. The City is required to submit an approved resolution and project list to the California Transportation Commission to remain eligible for SB 1 funding.

ANALYSIS

Community survey results over the past several years consistently indicate that repairing potholes, streets, and sidewalks is a top priority. Roadway condition is measured by the Pavement Condition Index (PCI). The City's PCI has been declining since 2014 to the current PCI of 69 (Figure 1). Streets with a PCI of 70 or higher typically require only preventative maintenance, rather than more extensive and costly rehabilitation.

The City's Roadway Pavement Management Program provides a systematic approach to roadway repair and replacement through ongoing condition assessment and maintenance history tracking of City streets. The City evaluates pavement conditions using the Metropolitan Transportation Commission's (MTC's) StreetSaver program, feedback from Public Works Services staff, maintenance records, public comments and complaints, and engineer field surveys.

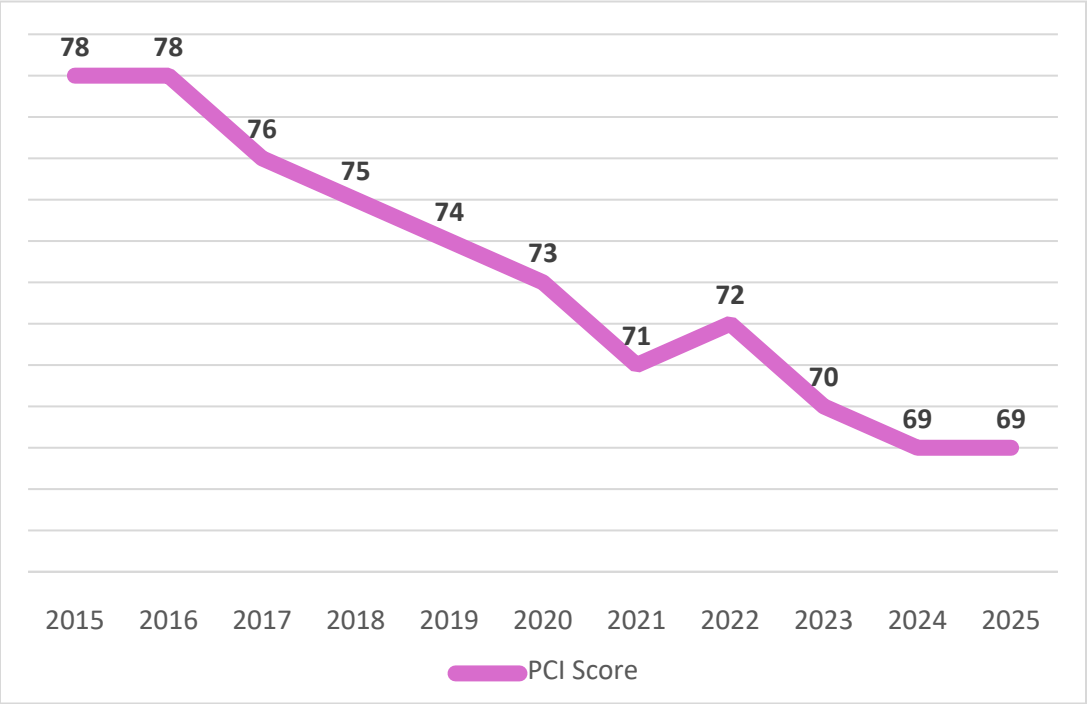

Figure 1: Redwood City's Average Roadway PCI Score

Figure 2 shows the budget allocation for the Roadway Pavement Management Program for Fiscal Year 2026-27. The program is funded primarily by SB1 and Measure W local share. The City anticipates receiving approximately $1.5M in SB1 funding and $1M in Measure W funding for FY 2026-27;

City Council approval of the resolution and proposed project list is required for the street segment improvements to be eligible for SB1 funding. Submitting an expanded list of corridors maximizes the City's flexibility to prioritize and implement projects based on available resources.

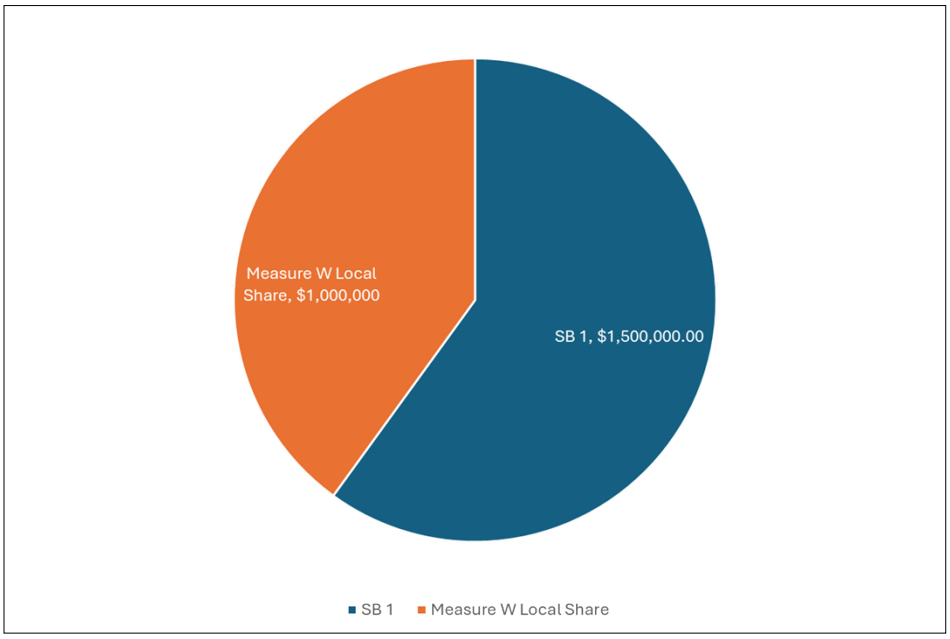

Figure 2: Fiscal Year 2026-2027 Budget Allocation to Pavement Program

Although the proposed FY 2026-27 program budget totals $2.5M, this amount is insufficient to maintain or improve the City's overall PCI. An annual investment of $5M is needed to reach and maintain a PCI of 70. Approximately $7M annual investment is needed to increase the PCI to 74, which is considered "very good" condition.

Using the current program budget, staff is finalizing bid packages for an estimated $15M in pavement project. Information about these upcoming projects were presented to the City Council on March 9, 2026.

EQUITY IMPACT

The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Conducted community engagement with the population(s) most affected by this action
- Reviewed from similar or relevant past program or policy in Redwood City
- Reviewed data related to a standard or emerging best practice

Attachment B shows that about 50 percent to 60 percent of the listed corridor segments in the resolution are within Equity Priority Areas.

FISCAL IMPACT

This resolution and list of projects has no anticipated impact to the General Fund. There is no direct fiscal impact associated with adopting a resolution identifying the 2026-27 Roadway Pavement Management Program. An estimated $1.5M in SB1 revenues and project expenditures are proposed as part of the FY 2026-27 Capital Improvement Program budget. These funds would supplement the City's current funding sources for road maintenance and rehabilitation.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because as part of the RMRA fund allocation process, it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. CEQA review for any paving projects would take place prior to the award of a construction contract.

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 adopt the resolution or to approve a different list of projects. However, this would result in the City being unable to receive the SB1 funding for road maintenance and rehabilitation for the fiscal year 2026-27.

ATTACHMENTS

Attachment A – Resolution Adopting a List of Proposed Projects for FY 2026-27 Funded by SB1
Attachment B – Street List Map

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APPROVED BY:

Tanisha Werner, Engineering & Transportation Director
Patrick Heisinger, City Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY IDENTIFYING A LIST OF PROPOSED PAVING PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, IN ACCORDANCE WITH THE STREETS AND HIGHWAYS CODE FOR THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Redwood City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, each year, the City of Redwood City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Redwood City, will receive an estimated $2,341,596 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City of Redwood City is receiving SB 1 funding and will enable the City of Redwood City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, through adoption of local transportation plans and policies, the City of Redwood City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Redwood City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Redwood City maintain and rehabilitate streets/roads, and active transportation infrastructure throughout the City of Redwood City this year and similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Redwood City 's streets and roads are in an "at-risk" condition, and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project Title	**Fiscal Year 2026-27 Roadway Pavement Management Program**		
Project Locations	**Name**	**From**	**To**
	A STREET	STAFFORD STREET	INDUSTRIAL WAY
	ALLERTON STREET	WHIPPLE AVE	BREWSTER AVE
	ALDEN STREET	ARGUELLO STREET	WINSLOW STREET
	ARGUELLO STREET	BREWSTER AVE	END
	B STREET STAFFORD	STAFFORD STREET	INDUSTRIAL WAY
	C STREET STAFFORD	STAFFORD STREET	INDUSTRIAL WAY
	D STREET STAFFORD	STAFFORD STREET	INDUSTRIAL WAY
	E STREET STAFFORD	STAFFORD STREET	INDUSTRIAL WAY
	F STREET	LENOLT STREET	STAFFORD STREET
	FLOWER STREET	END OF STREET	INDUSTRIAL WAY
	G STREET	INDUSTRIAL WAY	F STREET
	GARDEN STREET	INDUSTRIAL WAY	END
	HOPKINS AVE	ARGUELLO STREET	END
	HOWLAND STREET	ARGUELLO STREET	END
	LENOLT STREET	WHIPPLE AVE	G STREET
	SAMSON STREET	ARGUELLO STREET	END
	STANDISH STREET	ARGUELLO STREET	END
	TACOMA WAY	INDUSTRIAL WAY	INDUSTRIAL WAY
	WARREN STREET	WHIPPLE AVE	BREWSTER AVE
	WINSLOW STREET	WHIPPLE AVE	BREWSTER AVE
	BAY RD	BEECH ST	CHESTNUT ST
	BEECH ST	RAILROAD	STAMBAUGH ST
	BEECH ST	HILTON ST	BROADWAY

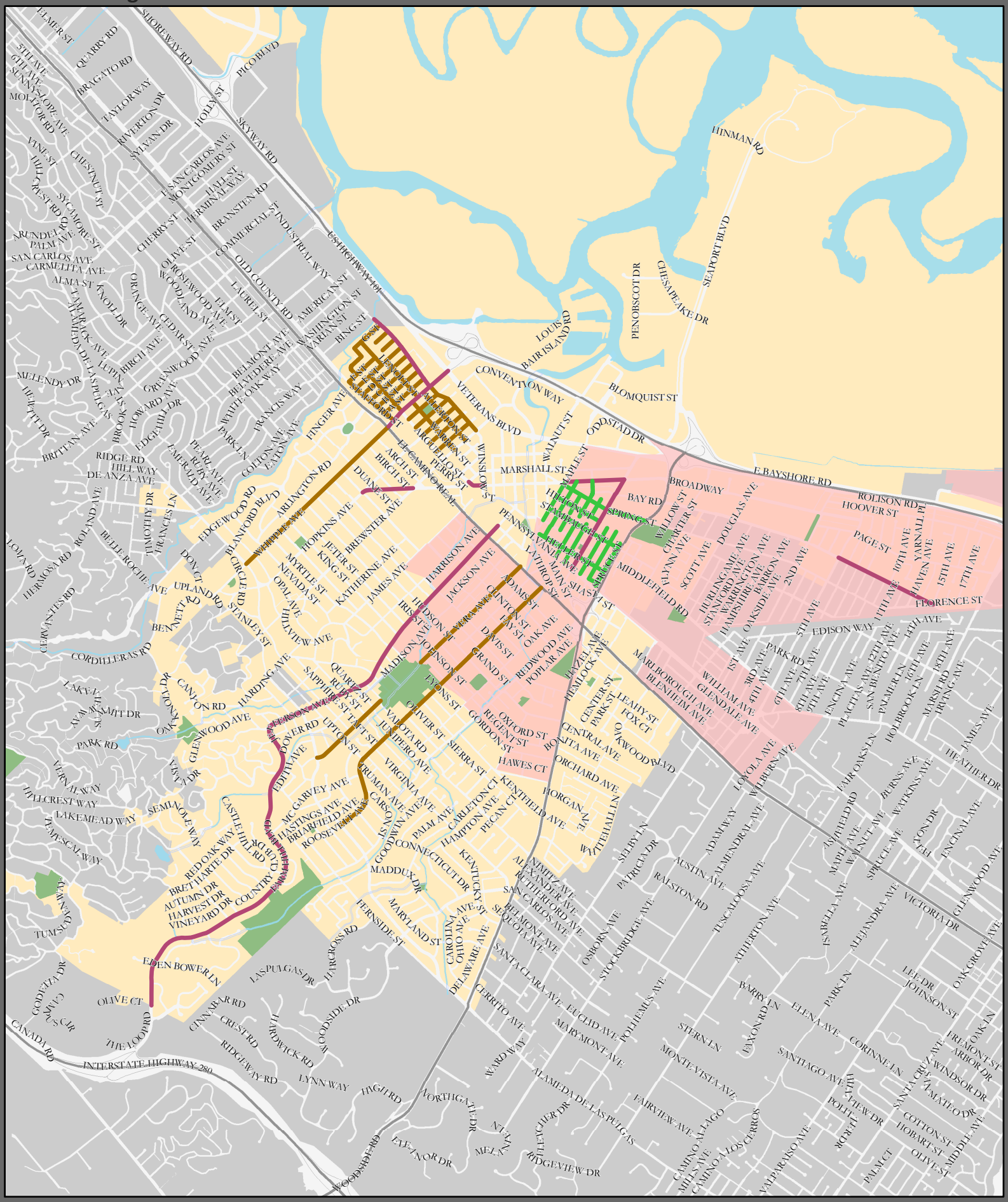
	BUCKEYE ST	CHEW ST	END
	CASSIA ST	RAILROAD	BROADWAY
	CEDAR ST	RAILROAD	STAMBAUGH ST
	CEDAR ST	HILTON ST	END- SPRING
	CHEW ST	BUCKEYE ST	SPRUCE ST
	ELM ST	RAILROAD	HELLER ST
	ELM ST	MIDDLEFIELD RD	STAMBAUGH ST
	ELM ST	HILTON ST	BROADWAY
	HELLER ST	MAPLE ST	SPRUCE ST
	HILTON ST	MAIN ST	CHESTNUT ST
	MAPLE ST	MAIN ST	BROADWAY
	MIDDLEFIELD RD	MAIN ST	WOODSIDE RD
	PINE ST	RAILROAD	END
	SPRUCE ST	CHEW ST	STAMBAUGH ST
	STAMBAUGH ST	MAIN ST	SPRUCE ST
	WHIPPLE AVE	VETERANS BLVD.	ALAMEDA D.L PULGAS
	INDUSTRIAL WAY	WHIPPLE AVE	CITY BORDER
	CHESTNUT ST	BROADWAY	PENNSYLVANIA AVE
Estimated Useful Project Life	8 to 15 years		
Estimated Project Schedule	Start (7/26) - Completion (12/27)		
Project Description	The Roadway Management Program inventories, assess, and tracks maintenance of the City's roadways. Each year, streets are prepared for resurfacing with crack sealing and spot repairs before being resurfaced with an "overlay", “mill and fill”, or "microsurfacing”. In Fiscal Year 2026-27, the City intends to use RMRA funding to do spot repairs, overlay, “mill and fill”, or "microsurfacing” of the above-listed street segments. The projects would go to bid this spring and fall.		

3. The following previously proposed projects may also utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects under this Resolution for current fiscal year, the City of Redwood City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title	**Fiscal Year 2025-26 Roadway Pavement Management Program**		
Project Locations	VERA AVE	EL CAMINO REAL	ALAMEDA D. L. PULGAS
	BROADWAY	HOPKINS AVE	BREWSTER AVE
	BROADWAY	CHESTNUT ST	SPRING ST
	BROADWAY	MARSHALL ST	WINSLOW ST
Estimated Useful Project Life	8 to 15 years		
Estimated Project Schedule	Start (01/26) - Completion (12/26)		
Project Description	The Roadway Management Program inventories, assess, and tracks maintenance of the City's roadways. Each year, streets are prepared for resurfacing with crack sealing and spot repairs before being resurfaced with an "overlay", “mill and fill”, "cape seal", “slurry seal" or "microsurfacing”. In Fiscal Year 2026-27, the City intends to use RMRA funding to do spot repairs, overlay, “slurry seal" or "microsurfacing” of the above-listed street segments. The Vera project is under construction, and the Broadway project is pending award, with construction anticipated to commence this fall.		

4. This resolution shall take effect immediately upon adoption.

Attachment B - Streets List Map



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Amendment No. 1 to Communications Products Agreement with Motorola Solutions, Inc.

SUMMARY

Approval of Amendment No. 1 to the Communications Products Agreement with Motorola Solutions, Inc. will allow the Fire Department to purchase additional backup radio equipment and miscellaneous radio parts necessary to support ongoing emergency communications operations. These items were not included in the original purchase and are needed to maintain operational readiness and system reliability.

RECOMMENDATION

By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Communications Products Agreement with Motorola Solutions, Inc. for an additional amount not to exceed $55,000, for a total contract amount of $1,501,572 and a total contract term from February 2, 2024 to February 2, 2027.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

On February 2, 2024, the City entered into a Communications Products Agreement with Motorola Solutions, Inc. to purchase communications equipment and related services for the replacement of existing Fire Department mobile and portable radios. The existing equipment had reached the end of its useful life and was no longer supported by the manufacturer.

Motorola Solutions, Inc. was selected using cooperative purchasing pricing through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. The original agreement amount was $1,446,572, and the agreement term continues until the expiration of the warranty period or three (3) years from the date of the contract, whichever occurs last.

Table 1: Motorola Agreement Breakdown		
Description	**Amount**	**Duration**
Original Agreement	$1,446,572	2/2/24 -2/2/27
Proposed Amendment	$55,000	6/8/2026 -2/2/27
Total Agreement:	$1,501,572	

ANALYSIS

The Fire Department is requesting additional funding to purchase backup radio equipment and miscellaneous replacement parts necessary to support daily operations and maintain continuity of communications during emergencies. These items were not included in the original agreement scope and are not eligible under the FEMA Assistance to Firefighters Grant (AFG) Program that helped fund the initial radio replacement project.

The additional equipment will improve operational readiness by ensuring the Department maintains adequate spare radios and replacement components to address equipment failures, maintenance needs, and emergency response demands.

Amendment No. 1 will increase the agreement amount by $55,000, for a total not-to-exceed contract amount of $1,501,572.

Table 2: Motorola Purchase Breakdown Amendment No. 1			
Description	**Unit Price**	**Quantity**	**Amount**
Motorola APX8500 mobile radios	$10,732	Up to 5	$53,600
Accessories	Unknown	Unknown	$1,340
Total Amount Not to Exceed:			$55,000

EQUITY IMPACT STATEMENT

All City actions are assessed for impact. Because this item is on the consent calendar, this section indicates assessment process, not findings. The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Relevant data not currently available

FISCAL IMPACT

Sufficient funding for this amendment is available within the Fire Department budget.

Table 3: Motorola Agreement Breakdown

Description	Amount
Original Agreement	$1,446,572
Proposed Amendment	$55,000
Total Agreement:	$1,501,572

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

Do not approve this additional funding and direct staff to enter into a new agreement for communications products, which would result in significant delays and prevent the Fire Department from timely completing the purchase of necessary communications equipment.

ATTACHMENTS

Attachment A – Amendment No. 1 to the Communications Products Agreement with Motorola Solutions, Inc.
Attachment B – Motorola Solutions, Inc. Communications Products Agreement

REPORT PREPARED BY:

Glendon Chan, Battalion Chief
gchan@redwoodcity.org
(650) 780-7400

APPROVED BY:

Baraka Carter, Fire Chief
Patrick Heisinger, City Manager

AMENDMENT NO. 1 TO COMMUNICATIONS PRODUCTS AGREEMENT
(Motorola Solutions Inc.)

This Amendment No. 1 (the "Amendment No. 1") is entered into and effective as of _____, _____, by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and Motorola Solutions Inc., a Delaware Corporation ("Consultant") (collectively, the "Parties").

RECITALS

A. The Parties previously executed that certain Communications Products Agreement, dated as of February 2, 2024, (the "Original Agreement").

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

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

1. City will pay Consultant a not-to-exceed amount of Fifty Five Thousand Dollars ($55,000) for the completion of all the products described in Exhibits "A & B" of the Original Agreement, which sum will include all costs or expenses incurred by Consultant. Including all amendments through Amendment No. 1, the total amount payable under the Agreement will be a not-to-exceed amount of One Million Five Hundred One Thousand Five Hundred Seventy Two Dollars ($1,501,572).

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

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

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

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

(Signature page follows)

CONSULTANT
Motorola Solutions, Inc.
500 West Monroe Street
Chicago, IL 60661

*By:

Mike Debenedetti, Vice President

**By:
Michael De Benedetti
Michael De Benedetti (Mar 19, 2026 14:15:38 PDT)
(sign here)

Michael De Benedetti
(print name/title)

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

By:

Patrick Heisinger, City Manager

ATTEST:

By:

Yessika Castro, City Clerk

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

*Group A.	**Group B.
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

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

REV: 03-18-26 MI

Motorola Solutions Inc. Agreement Amendment #1

Interim Agreement Report 2026-03-24

Created:	2026-03-19
By:	FD-Matthew Lucett (mlucett@redwoodcity.org)
Status:	Out for Approval
Transaction ID:	CBJCHBCAABAAzUqf8G0eel4NxWwEVWSodHo5HFqkjjJl

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.

"Motorola Solutions Inc. Agreement Amendment #1" History

Document created by FD-Matthew Lucett (mlucett@redwoodcity.org)
2026-03-19 - 5:03:10 PM GMT- IP address: 76.14.0.190

Document emailed to michael.debenedetti@motorolasolutions.com for signature
2026-03-19 - 5:13:39 PM GMT

Email viewed by michael.debenedetti@motorolasolutions.com
2026-03-19 - 5:48:30 PM GMT- IP address: 66.249.84.137

Signer michael.debenedetti@motorolasolutions.com entered name at signing as Michael De Benedetti
2026-03-19 - 9:15:36 PM GMT- IP address: 75.104.111.8

Document e-signed by Michael De Benedetti (michael.debenedetti@motorolasolutions.com)
Signature Date: 2026-03-19 - 9:15:38 PM GMT - Time Source: server- IP address: 75.104.111.8

Document emailed to FD-Matthew Lucett (mlucett@redwoodcity.org) for approval
2026-03-19 - 9:15:41 PM GMT

Email viewed by FD-Matthew Lucett (mlucett@redwoodcity.org)
2026-03-20 - 5:13:53 AM GMT- IP address: 172.225.88.169

COMMUNICATIONS PRODUCTS AGREEMENT

Motorola Solutions, Inc. (“Motorola”) and City of Redwood City (“Customer”) enter into this “Agreement”, pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Customer desires to purchase Communications Products; and

WHEREAS, Motorola desires to sell Communications Products to Customer; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Customer) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the “H-GAC Contract”), which provided that End Users may purchase communications and related equipment and services from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

1.1. EXHIBITS. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order, except that Exhibit C shall prevail over this entire Agreement in the event of a conflict.

Exhibit A	Motorola “Software License Agreement”
Exhibit B	Payment Schedule, as applicable
Exhibit B-1	Pricing dated 9/14/23 & 10/4/23
Exhibit C	H-GAC Contract No. RA05-21

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the

communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Confidential Information” means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the Products, including the H-GAC administrative fee, excluding applicable sales or similar taxes and freight charges.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the equipment listed in the List of Products that Customer purchases from Motorolaunder this Agreement.

“Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, supplier performance, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause).

“Motorola Software” means Software that Motorola or its affiliated company owns.“Non-Motorola Software” means Software that another party owns.
“Open Source Software” (also called “freeware” or “shareware”) software with either freely obtainablesource code, license for modification, or permission for free distribution.

“Products” mean the Equipment and Software provided by Motorola under this Agreement.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.
“Warranty Period” means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each purchase order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the purchase order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. In addition, this Agreement does not cover professionalor subscription services. If Customer wishes to purchase maintenance or support, professionalor subscription services, Motorola will provide a separate proposal and terms and conditions uponrequest.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement that is attached as Exhibit A. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Dateunless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations

or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the statement of work attached as Exhibit B-1 will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $1,446,572, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. The Contract Price maybe further described in Exhibit B-1, Pricing.

5.2. INVOICING AND PAYMENT. Unless otherwise set forth in a Payment Schedule attached as Exhibit B-1, Motorola will submit invoices to Customer for Products when they are shipped and for services when they are performed. Invoices will be mailed or emailed to Customer pursuant to Section 5.4, Invoicing and Shipping Addresses. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification

Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following name: Gina Hamilton & Glendon Chan
Address: 755 Marshall Street, Redwood City, CA 94063
Phone: 650-780-7400

E-INVOICE. To receive invoices via email:
Customer Account Number: 1000818271
Customer Accounts Payable Email: secretaries@redwoodcity.org
CC (optional) Email: gchan@redwoodcity.org

The Equipment will be shipped to the Customer at the final, following address:
Glendon Chan
Redwood City Fire Department
755 Marshall Street, Redwood City, CA 94063.

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the

Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for respondingto the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are

extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a"Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for

sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other

contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis

or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble

any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

14.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, de-compile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard

license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty twenty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

15.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products or services. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products or services before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.9. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.10. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

[This space is intentionally left blank.]

15.11. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: Melissa Stevenson Diaz
Mike Debenedetti	Melissa Stevenson Diaz
Territory Vice President	City Manager
Date: Jan 29, 2024	Date: Feb 2, 2024

EXHIBIT A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Redwood City ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license

Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner thatwould result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonableprior notice to Licensee, during Licensee’s normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in

and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1 Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect

to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii)with only those rights as are granted to all other end users pursuant to the terms and conditions containedherein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user anenforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2 COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate

governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an exportlicense or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4 GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively “UCITA”) becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5 THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6 SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7 ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
Payment Schedule, as applicable

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

Unless otherwise set forth in the proposal, payment for a purchase of Products will be in accordance with the following milestones, excluding Subscribers:

1. 50% of the Contract Price due upon contract execution (due upon effective date);
2. 50% of the Contract Price due upon shipment;

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by applicable state law.

MOTOROLA SOLUTIONS

Exhibit B-1

QUOTE-2363092

Billing Address:
REDWOOD CITY FIRE DEPT
755 MARSHALL ST
REDWOOD CITY, CA 94063
US

Shipping Address:
REDWOOD CITY FD
2190 JEFFERSON AVE
REDWOOD CITY, CA 94062
US

Quote Date:10/04/2023
Expiration Date:01/16/2024
Quote Created By:
Dick Fasi
dfasi@redcloudinc.com

End Customer:
REDWOOD CITY FIRE DEPT

Contract: 17724 - HGAC (TX)-RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	MCD 5000 Deskset System					
1	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION	1	$0.00	$0.00	$0.00
2	F2380A	SM,MCD 5000 DESKSET	1	$2,275.00	$1,933.75	$1,933.75
3	RMN5068A	DESKTOP MIC	1	$129.60	$103.67	$103.67
4	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	1	$100.00	$85.00	$85.00
5	FKN8690A	ASSY,CBL,MCD 5000 RGU TO ASTRO CNSLT W9 DIR CONNECT	1	$100.00	$85.00	$85.00
6	HKVN4861A	LICENSE,MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC	1	$250.00	$212.50	$212.50
	APX™ Consolette					
7	L37TSS9PW1AN	ALL BAND CONSOLETTE	1	$9,933.04	$7,251.12	$7,251.12
7a	GA00318AB	ADD: 5Y ESSENTIAL SERVICE	1	$480.00	$480.00	$480.00
7b	G996AS	ENH: OVER THE AIR PROVISIONING	1	$110.00	$80.30	$80.30
7c	GA00580AA	ADD: TDMA OPERATION	1	$495.00	$361.35	$361.35
7d	CA01598AB	ADD: AC LINE CORD US	1	$0.00	$0.00	$0.00
7e	G51AT	ENH:SMARTZONE	1	$1,650.00	$1,204.50	$1,204.50

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2363092

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7f	L999AG	ADD: FULL FP W/E5/KEYPAD/ CLOCK/VU	1	$868.00	$633.64	$633.64
7g	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	$814.00	$594.22	$594.22
7h	G843AH	ADD: AES ENCRYPTION AND ADP	1	$523.00	$381.79	$381.79
7i	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$413.91	$413.91
7j	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	$330.00	$240.90	$240.90
7k	W382AM	ADD: CONTROL STATION DESK GCAI MIC	1	$186.00	$135.78	$135.78
7l	QA09113AB	ADD: BASELINE RELEASE SW	1	$0.00	$0.00	$0.00
8	HKN6233C	APX CONSOLETTE RACK MOUNT KIT	1	$200.00	$146.00	$146.00
9	FHN7470AS	MCD 5000 HEADSET JACKBOX & CABLE	1	$301.65	$256.40	$256.40
	APX™ 8500					
10	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	$5,893.68	$4,302.39	$4,302.39
10a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	$0.00	$0.00	$0.00
10b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	1	$480.00	$480.00	$480.00
10c	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	1	$110.00	$80.30	$80.30
10d	G996AS	ENH: OVER THE AIR PROVISIONING	1	$110.00	$80.30	$80.30
10e	GA00580AA	ADD: TDMA OPERATION	1	$495.00	$361.35	$361.35
10f	G51AT	ENH:SMARTZONE	1	$1,650.00	$1,204.50	$1,204.50
10g	GA09001AA	ADD: WI-FI CAPABILITY	1	$330.00	$240.90	$240.90
10h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	$814.00	$594.22	$594.22

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2363092

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
10i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	$66.00	$48.18	$48.18
10j	G843AH	ADD: AES ENCRYPTION AND ADP	1	$523.00	$381.79	$381.79
10k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
10l	G67EH	ADD: REMOTE MOUNT E5 MP	1	$327.00	$238.71	$238.71
10m	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	$0.00	$0.00	$0.00
10n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$413.91	$413.91
10o	GA01670AA	ADD: APX E5 CONTROL HEAD	1	$717.00	$523.41	$523.41
10p	W22BA	ADD: STD PALM MICROPHONE APX	1	$79.00	$57.67	$57.67
10q	GA01630AA	ADD: SMARTCONNECT	1	$0.00	$0.00	$0.00
10r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	$330.00	$240.90	$240.90
10s	G89AC	ADD: NO RF ANTENNA NEEDED	1	$0.00	$0.00	$0.00
10t	QA09113AB	ADD: BASELINE RELEASE SW	1	$0.00	$0.00	$0.00

Subtotal $23,848.36

Estimated Tax $2,261.00

Grand Total $26,109.36(USD)

Notes:

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

MOTOROLA SOLUTIONS

QUOTE-2331334

Billing Address:
REDWOOD CITY FIRE DEPT
755 MARSHALL ST
REDWOOD CITY, CA 94063
US

Shipping Address:
REDWOOD CITY FIRE DEPT
755 MARSHALL ST
REDWOOD CITY, CA 94063
US

Quote Date:09/14/2023
Expiration Date:01/13/2024
Quote Created By:
Dick Fasi
dfasi@redcloudinc.com

End Customer:
REDWOOD CITY FIRE DEPT

Contract: 17724 - HGAC (TX)-RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	89	$7,774.00	$5,675.02	$505,076.78
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	89	$567.00	$413.91	$36,837.99
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	89	$330.00	$240.90	$21,440.10
1c	QA02006AC	ENH: APX8000XE RUGGED RADIO	89	$880.00	$642.40	$57,173.60
1d	QA00580AA	ADD: TDMA OPERATION	89	$495.00	$361.35	$32,160.15
1e	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	89	$165.00	$120.45	$10,720.05
1f	Q887AU	ADD: 5Y ESSENTIAL SERVICE	89	$306.00	$306.00	$27,234.00
1g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	89	$0.00	$0.00	$0.00
1h	QA09001AB	ADD: WIFI CAPABILITY	89	$330.00	$240.90	$21,440.10
1i	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	89	$814.00	$594.22	$52,885.58
1j	H38BS	ADD: SMARTZONE OPERATION	89	$1,650.00	$1,204.50	$107,200.50
1k	QA07682AA	ADD: SMARTCONNECT	89	$0.00	$0.00	$0.00

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2331334

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	89	$110.00	$80.30	$7,146.70
1m	Q629AH	ENH: AES ENCRYPTION AND ADP	89	$523.00	$381.79	$33,979.31
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	89	$28.00	$20.44	$1,819.16
1o	QA09113AB	ADD: BASELINE RELEASE SW	89	$0.00	$0.00	$0.00
2	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	89	$222.92	$167.19	$14,879.91
3	PMMN4137A	XVE500 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN, NO CHANNEL KNOB	89	$642.60	$481.95	$42,893.55
4	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT	10	$509.76	$382.32	$3,823.20
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	12	$1,705.20	$1,278.90	$15,346.80
6	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	6	$169.56	$127.17	$763.02
	APX™ 8500					
7	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	27	$5,893.68	$4,302.39	$116,164.53
7a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	27	$0.00	$0.00	$0.00
7b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	27	$480.00	$480.00	$12,960.00
7c	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	27	$110.00	$80.30	$2,168.10
7d	G996AS	ENH: OVER THE AIR PROVISIONING	27	$110.00	$80.30	$2,168.10
7e	GA00580AA	ADD: TDMA OPERATION	27	$495.00	$361.35	$9,756.45
7f	G51AT	ENH:SMARTZONE	27	$1,650.00	$1,204.50	$32,521.50
7g	GA09001AA	ADD: WI-FI CAPABILITY	27	$330.00	$240.90	$6,504.30

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MOTOROLA SOLUTIONS

QUOTE-2331334

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	27	$814.00	$594.22	$16,043.94
7i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	27	$66.00	$48.18	$1,300.86
7j	G843AH	ADD: AES ENCRYPTION AND ADP	27	$523.00	$381.79	$10,308.33
7k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	27	$0.00	$0.00	$0.00
7l	G67EH	ADD: REMOTE MOUNT E5 MP	27	$327.00	$238.71	$6,445.17
7m	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	27	$0.00	$0.00	$0.00
7n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	27	$567.00	$413.91	$11,175.57
7o	GA01670AA	ADD: APX E5 CONTROL HEAD	27	$717.00	$523.41	$14,132.07
7p	W22BA	ADD: STD PALM MICROPHONE APX	27	$79.00	$57.67	$1,557.09
7q	GA01630AA	ADD: SMARTCONNECT	27	$0.00	$0.00	$0.00
7r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	27	$330.00	$240.90	$6,504.30
7s	QA09113AB	ADD: BASELINE RELEASE SW	27	$0.00	$0.00	$0.00
7t	G89AC	ADD: NO RF ANTENNA NEEDED	27	$0.00	$0.00	$0.00
	APX™ 8500					
8	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	4	$5,893.68	$4,302.39	$17,209.56
8a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4	$0.00	$0.00	$0.00
8b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	4	$480.00	$480.00	$1,920.00
8c	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	4	$110.00	$80.30	$321.20

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2331334

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
8d	G996AS	ENH: OVER THE AIR PROVISIONING	4	$110.00	$80.30	$321.20
8e	GA00580AA	ADD: TDMA OPERATION	4	$495.00	$361.35	$1,445.40
8f	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	8	$17.00	$12.41	$99.28
8g	G51AT	ENH:SMARTZONE	4	$1,650.00	$1,204.50	$4,818.00
8h	GA00092AU	ADD: APXM DUAL E5 CH	4	$627.00	$457.71	$1,830.84
8i	GA09001AA	ADD: WI-FI CAPABILITY	4	$330.00	$240.90	$963.60
8j	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	4	$814.00	$594.22	$2,376.88
8k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	8	$66.00	$48.18	$385.44
8l	G843AH	ADD: AES ENCRYPTION AND ADP	4	$523.00	$381.79	$1,527.16
8m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	$0.00	$0.00	$0.00
8n	G67EH	ADD: REMOTE MOUNT E5 MP	4	$327.00	$238.71	$954.84
8o	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	4	$0.00	$0.00	$0.00
8p	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4	$567.00	$413.91	$1,655.64
8q	GA01670AA	ADD: APX E5 CONTROL HEAD	4	$717.00	$523.41	$2,093.64
8r	W22BA	ADD: STD PALM MICROPHONE APX	8	$79.00	$57.67	$461.36
8s	GA01630AA	ADD: SMARTCONNECT	4	$0.00	$0.00	$0.00
8t	G361AH	ENH: P25 TRUNKING SOFTWARE APX	4	$330.00	$240.90	$963.60
8u	QA09113AB	ADD: BASELINE RELEASE SW	4	$0.00	$0.00	$0.00
8v	G89AC	ADD: NO RF ANTENNA NEEDED	4	$0.00	$0.00	$0.00
	APX™ Radio Management	RADIO MANAGEMENT				

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2331334

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
9	T7913A	RADIO MANAGEMENT OFFLINE	1	$0.00	$0.00	$0.00
9a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	20	$110.00	$88.00	$1,760.00

Subtotal	$1,283,638.45
Estimated Tax	$122,824.00
Grand Total	$1,406,462.45(USD)

Notes:

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

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Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Exhibit C

AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

DocuSigned by:
Scott Lees
036A3CF0B16F414...

Printed Name & Title: Scott Lees VP Government Sales - West

Date: 7/31/2023

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.		**H-GAC**	
Signature	DocuSigned by: Neil Thomas 5735C8DA453B4A1...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Neil Thomas	Name	Chuck Wemple
Title	Vice President, Western Region	Title	Executive Director
Date	9/28/2021	Date	9/27/2021

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

a. General liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
    i. Product liability insurance with a Single Occurrence limit of $1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is $500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

5. **Dealer/Reseller as Respondent**

   If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. **Approval by Manufacturer**

   Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. **Administrative Fee**

   For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

   Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. **Contractor Status**

   Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

   a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
   b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
   c) Whether Respondent is a Texas resident or a non-resident business.

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Attachment A
Motorola Solutions Inc.
Radio Communications/Emergency Response Equipment
Contract No.: RA05-21

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	**PA**	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
2	**PB**	Integrated Command Control Equipment System Integration Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	

3	**PC**	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.***	APC Summary Provided Below.
					Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
4	**PD**	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc..) Network Services for all category technologies Cloud Services and Associated Integration	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	***Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.***	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR **Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.**						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	$180-$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	$55-$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	$180-$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	$1,900

			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	$2,100
APC SUMMARY						
	6	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

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	127	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

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	943	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

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	327	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	**Motorola Solutions, Inc.**	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

First Amendment to the Agreement with the County of San Mateo, providing core agency services at the Fair Oaks Community Center, for the term of July 1, 2025 through June 30, 2028, to increase funding by $25,000 for the purchase of disaster resilience supplies

SUMMARY

The proposed First Amendment to the Agreement between the City of Redwood City and the County of San Mateo increases the existing contract by $25,000, for a total agreement amount of $1,818,282 to additionally support the purchase of disaster resilience and emergency preparedness supplies for the Fair Oaks Community Center Information and Referral Program. The additional funding will allow Fair Oaks Community Center to purchase essential emergency supplies, including food, water, first aid kits, hygiene products, and other critical resources to better support vulnerable residents during emergencies and community crises.

RECOMMENDATION

1. By motion, approve and authorize City Manager to execute First Amendment to Agreement between the County of San Mateo and the City of Redwood City by accepting additional County funding in the amount of $25,000 for disaster resilience supplies, for a total agreement amount of $1,818,282 providing critical safety net services to vulnerable, low-income County residents through the Fair Oaks Community Center Information and Referral Program from July 1, 2025 through June 30, 2028; and
2. Adopt a resolution amending the Fiscal Year 2025-2026 revenue budget by $25,000 for the amount received by the County of San Mateo for the Information and Referral Program at the Fair Oaks Community Center.

STRATEGIC PLAN GUIDING PRINCIPLE

Healthy Community for All

BACKGROUND

In 1982, the County of San Mateo ("County") first contracted with the City of Redwood City ("City") to provide information and referral services at the Fair Oaks Community Center ("FOCC") to low, very low, and extremely low-income residents of Redwood City, North Fair Oaks, Woodside, Atherton, and Portola Valley. As one of eight Core Services Agencies countywide, the FOCC's Information and Referral Program has been providing vital safety net services including food assistance, homeless assistance, homeless prevention assistance, and other services for over 40 years.

The current three-year contract and subsequent amendment between County and City covering the period of July 1, 2025 through June 30, 2028 in the amount of $1,793,283 was approved by the City Council on June 9, 2025.

ANALYSIS

The County proposes to amend the contract with the City to increase funding by $25,000 for resiliency related items needed to ensure the FOCC can run during emergencies or respond during emergencies. The $25,000 will support the purchase of emergency supplies that will help ensure the safety and preparedness of the families served by FOCC. These funds will be used to purchase essential items such as emergency food and water, first aid kits, hygiene supplies, flashlights, batteries, and other critical resources that can be quickly distributed during emergencies or unexpected crises. Having these supplies readily available will allow FOCC to respond rapidly and effectively to community needs, particularly for vulnerable families who may not have the resources to prepare for emergencies on their own. This investment will strengthen FOCC's ability to provide immediate support, promote safety, and help families remain resilient during times of crisis.

EQUITY IMPACT STATEMENT

The anticipated impact of this policy, program, or action has been assessed in the following ways:

- Reviewed from similar or relevant past programs or policy in Redwood City
- Reviewed data from a similar program or policy in another jurisdiction
- Data reviewed was disaggregated by age, census tract, gender, immigration status, race/ethnicity, sexual orientation, or another demographic

FISCAL IMPACT

The proposed amendment provides an additional $25,000 to be used for disaster resilience supplies, for a total agreement amount of $1,818,282.40 providing critical safety net services to vulnerable, low-income County residents through the FOCC Information and Referral Program from July 1, 2025, through June 30, 2028. Adoption of this budget resolution will increase the revenue budget for the County's

funding contribution to the FOCC's Information and Referral Program.

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 decline to authorize approval of the contract increase and direct staff to negotiate alternative amendment terms with the County.

ATTACHMENTS

Attachment A – Agreement between the County of San Mateo and City of Redwood City for Core Agency Services at the Fair Oaks Community Center for FY 2025-26, FY2026-27, and FY2027-28
Attachment B – First Amendment to Agreement between the County of San Mateo and City of Redwood City
Attachment C – Resolution increasing the revenue appropriation for the San Mateo County's funding contribution to the Fair Oaks Community Center's Information and Referral Program by $25,000

REPORT PREPARED BY:

Joanna Barrett, Management Analyst II
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(650) 780-7252

APPROVED BY:

Tiarra Warner, Parks and Recreation Director
Patrick Heisinger, City Manager

Agreement No. 25-75000-C00736

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF REDWOOD CITY

This Agreement is entered into this 7/8/2025 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Redwood City, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing core agency services for the service area of Atherton, North Fair Oaks, Portola Valley, Redwood City (including Redwood Shores), and Woodside.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C—Performance Measure and Reporting Requirements
Exhibit D— Clarity HMIS Privacy Policy
Exhibit F— Clarity Human Services System Usage and Data Sharing Agreement
Exhibit E—Fingerprint Certification Form
Attachment I— Section 504 of the Rehabilitation Act

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION, SEVEN HUNDRED AND NINETY-THREE THOUSAND, TWO HUNDRED AND EIGHTY-TWO DOLLARS AND FORTY CENTS ($1,793,282.40).** In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2025, through June 30, 2028.

5. Termination

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

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

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

8. Hold Harmless

a. **General Hold Harmless**

County shall defend, save harmless, and indemnify Contractor, their officers, employees, agents, and servants from all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the County and/or its officers, employees, agents, and servants.

Contractor shall defend, save harmless and indemnify the County and its officers, employees, agents and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Contractor and/or their officers, employees, agents and servants.

The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence (or intentional/reckless acts) of Contractor or their officers, employees, agents, and servants, on the one hand, and the County or its officers, employees, agents and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault

9. Assignability and Subcontracting

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

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

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

(a) Comprehensive General Liability…… $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

11. Compliance With Laws

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

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

12.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

12.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure

to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

i. termination of this Agreement;

ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

iii. liquidated damages of $2,500 per violation; and/or

iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San

Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars ($200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Amy Davidson, Director, Center on Homelessness
Address: 500 County Center, Redwood City, CA 94063
Telephone: 650-670-2546
Email: adavidson@smcgov.org

In the case of Contractor, to:

Name/Title: Melissa Stevenson Diaz, City Manager, City of Redwood City
Address: 1017 Middlefield Rd., Redwood City, CA 94063
Telephone: 650-780-7301
Email: mdiaz@redwoodcity.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Indirect Costs

19.1. Indirect Costs (County De Minimis)

The County's De Minimis indirect cost rate shall apply for indirect costs paid to Contractor under this Agreement. The De Minimis indirect cost rate is calculated as up to 15% of the Modified Total Direct Costs ("MTDC"). MDTC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. While Contractor will not be required to submit documentation supporting indirect costs with their invoices, Contractor shall maintain such documentation for audit purposes for the retention period set forth in this Agreement.

20. Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

20.1. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq*. and California Welfare & Institutions Code section 10850.

a. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.

b. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.

c. **"Contractor"** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.

d. **"Personally Identifiable Information" or "PII"** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

e. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

f. "**Secure Areas**" means any area where:

i. Contractors administer or assist in the administration of County programs; ii. PII is used or disclosed; or

iii. PII is stored in paper or electronic format.

20.2. Restrictions on Contractor re Use and Disclosure of PII

a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq*. and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.

c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.

d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

20.3. Use of Safeguards by Contractor to Protect PII

a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.

b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.

c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use,

disclose, or store PII.

i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a county program must be escorted at all times by authorized Contractor's staff.

l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.

m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bits.

p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bits.

s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:

i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.

ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.

iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.

v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.

w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.

y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.

z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used. Encryption can be ended to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PIII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as crosscut shredding or pulverizing.

kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.

ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

20.4. Reporting of Breaches Required by Contractor to County; Mitigation

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.

c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

20.5. Permitted Uses and Disclosures of PII by Contractor

Except as otherwise limited in this schedule, Contractor may use or disclose PII to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

20.6. Obligations of County

a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.

b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

20.7. Permissible Requests by County

County shall not request Contractor to use or disclose PII in any manner that would not be permissible under the Privacy Rule if so requested by County, unless Contractor will use or disclose PII for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

20.8. Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.

b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

20.9. Miscellaneous

a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq*. and California Welfare and Institutions Code section 10850.

c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

21. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: City of Redwood City

Signed by:
Melissa Stevenson Diaz
FE14A7CA3168435...

Contractor Signature	Date	Contractor Name (please print)
	7/1/2025	Melissa Stevenson Diaz

For County:

Signed by:
Jacinta Arteaga
8AD8A03F27E64A2...

Purchasing Agent Signature (Department Head or **Authorized** Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or **Authorized** Designee) County of San Mateo
	7/8/2025	Jacinta Arteaga

Assistant Agency Director

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A – Services

In consideration of the payments set forth in Exhibit B and the terms and conditions of the agreement, Contractor will provide the following services:

A. Designated Service Area

Contractor will provide the following services for the service area of Atherton, North Fair Oaks, Portola Valley, Redwood City (including Redwood Shores), and Woodside.

B. Population

1. Contractor will serve low-income San Mateo County (County) adults, youth, and families who reside in the Contractor's designated service area (indicated above) of San Mateo County. These residents will be experiencing various challenges, including maintaining their housing, potential evictions, food insecurity, and/or being at risk of or experiencing homelessness. Contractor will provide these residents with emergency and safety net services to meet their immediate and basic needs. Services include food, housing information and support services, homelessness prevention services, emergency financial support including rent and/or utility assistance, serving as a Coordinated Entry System entry point for homeless services, clothing, and/or transportation.
2. For San Mateo County residents outside of the Contractor's designated service area, Contractor will provide immediate and basic needs and then refer the resident/s to their designated Core Service Agency.
3. For San Mateo County residents experiencing homelessness, Contractor will provide services regardless of the resident's service area.
4. For non–San Mateo County residents seeking services, Contractor will provide information regarding how the resident/s can access services in their home community.

C. Services to be Provided

There are three tiers of services:

1. Tier 1: Direct Services. Contractor will provide the services listed in Tier 1.
2. Tier 2: Information and Referrals. Contractor will provide the services listed in Tier 2, via providing information and referrals to resources in the community.
3. Tier 3: Additional Direct Services as Core Services Agency Funding Allows. Contractor may provide Tier 3 services if Core Service Agency funding is available.

Tier 1: Direct Services

The Contractor will directly provide the following services:

1. Conduct a client-centered, strengths-based assessment for each individual or household to determine clients' needs:

    a. Contractor will provide services in a culturally sensitive manner.

    b. Contractor will provide services in languages matching the demographics of the population and perform outreach to potential clients. At a minimum, services will be provided in English and Spanish. Contractor will have processes in place to provide services to clients who speak languages other than English and Spanish.

    c. Contractor will provide staff training and supervision to ensure high quality, consistent services in compliance with the agency's policies and procedures.

2. Provide emergency food and connections to ongoing food resources:

    a. Contractor will maintain a basic supply of non-perishable emergency food on-site that can be distributed to clients to help meet immediate food needs while clients are taking steps to access available ongoing food resources. Contractor may utilize Second Harvest of Silicon Valley and/or other resources to help obtain food for their on-site supply of food items. Contractor will also maintain and refer clients to an up-to-date list of food resources such as other community food programs that includes any schedules of hot meals, grocery programs, meal delivery programs, and other food programs.

    b. Contractor will provide appropriate safe food handling training to staff and volunteers and will ensure their staff and volunteers have any appropriate training and/or certification.

3. Provide housing information and support services:

    a. Contractor will maintain knowledge about community housing resources and application processes.

    b. Contractor will provide information to clients on how to apply for affordable housing options, including, but not limited to, the San Mateo County Department of Housing website (SMCHousing.org), Moving-to-Work housing voucher application, Metropolitan Transportation Commission (MTC)'s affordable housing website (housingbayarea.mtc.ca.gov), HIP Housing, veteran housing, and senior housing.

    c. Contractor is not required to provide in-depth housing locator assistance; however, Contractor will provide information on basic housing search resources

(i.e., where to search for available units) and tips, including helping clients understand the steps they can take to search for housing opportunities.

d. For veterans who are at risk of homelessness, Contractor will refer them to Supportive Services for Veteran Families (SSVF) programs to help these veterans receive homelessness prevention services, housing assistance, résumé-writing assistance, and other benefits.

4. Assist clients with accessing emergency financial assistance/homelessness prevention services:

a. Contractor will assist clients with accessing emergency financial assistance (EFA) and other homelessness prevention services to prevent homelessness and support housing stability. EFA includes security deposit assistance, point-in-time rental assistance, assistance with utility expenses, and can also include assistance with other one-time items that impact overall housing stability (i.e., car repair that will enable a client to maintain a job, thereby maintaining income to support their current housing). Contractor will work with clients to assess for eligibility for financial assistance funds, provide application forms and assistance with completing application forms and required documents, and refer them to the appropriate EFA provider agency according to eligibility.

b. EFA and homelessness prevention provider agencies may include:

i. The County's contracted EFA provider. EFA funding currently includes local sales tax (Measure K) and Community Services Block Grant (CSBG). In accordance with training from the County's contracted EFA provider, Contractor will review client need, determine client's eligibility, collect and review the required eligibility documents, and submit completed EFA referral packets to the County's contracted EFA administrative entity for processing. Contractor will act as the primary contact/lead to communicate with clients, the landlord, and any other applicable parties for gathering eligibility documentation.

ii. The County's contracted Homelessness and Disability Advocacy Program (HDAP) homelessness prevention provider. In accordance with the referral policy established by HSA, Contractor will review client need, determine client's eligibility, collect and review the required eligibility documents, and submit completed referral packets to the County's contracted HDAP homelessness prevention provider for processing.

iii. Community-based EFA programs such as St. Vincent de Paul, Housing Industry Foundation, Community Legal Services in East Palo Alto, Seasons

of Sharing, and other relevant resources, such as CalWORKs, via direct referrals or other connections.

iv. Contractor's internal EFA funding resources (if applicable), which may include privately raised funding or funding from other municipalities.

c. The EFA and homelessness prevention funding sources and Contractor roles described above are based on the current service landscape. This landscape may shift or be modified over time depending on available resources and/or local needs and/or County policies. If the County shifts or modifies its EFA or homelessness prevention programs during the contract term, the Contractor will be informed in writing of the changes. If additional EFA resources become available, Contractor will provide referrals and application assistance to help clients apply for the additional EFA resources.

d. Contractor will make efforts, both as an individual Core Service Agency and as a participating member of the Core Service Agency Network, to minimize barriers and maximize accessibility of EFA and homelessness prevention resources for eligible residents, including but not limited to: community awareness efforts including to high-need populations; standardization of processes to ensure that applicants understand the process and are able to apply; detection of fraud or duplicative payment; and Clarity data entry, monitoring, evaluation, and reporting to ensure that all EFA funds are being utilized efficiently and effectively.

5. Serve as a Coordinated Entry System entry point for homeless services:

a. Contractor will serve as one of the Coordinated Entry System (CES) entry points for County residents who are at risk of or are experiencing homelessness. The Diversion and Coordinated Entry Services (DCES) provider, all of the Core Service Agencies, homeless service providers, and HSA collaborate closely together to operate the CES, following the guiding principles and policies established by HSA and the Continuum of Care.

b. The specific procedures and ways that Core Service Agencies interact with the DCES program may shift over time, on an as-needed basis. As an entry point into the DCES program, Contractor will:

i. Conduct screenings to determine if the household can be assisted via Core Service Agency services (such as EFA) or if the household should be referred to DCES for further assistance, provided that the household meets the DCES eligibility criteria.

ii. Complete a warm hand-off to a DCES Specialist for households who are screened by Contractor and determined to be in need of homeless services and to be eligible for DCES. The DCES Specialist will provide diversion services (also known as housing problem solving). Diversion services help clients identify safe and appropriate housing alternatives, in order to avoid further homelessness. If there is no other housing alternative identified, the DCES Specialist will assess the client for referrals into homeless programs (both shelters and other types of homeless services) based on a standardized assessment that prioritizes those with the highest level of need.

iii. Continue to provide emergency and safety net services (i.e., Core Services) to households that have been screened and referred to DCES.

6. Serve as an entry point for the Inclement Weather Program (IWP).

   a. IWP is contracted by HSA and generally runs from November to April each year to provide additional homeless shelter capacity in during periods of significant weather events. Contractor will serve as an entry point for IWP by screening clients and referring eligible clients to DCES provider to access IWP. The specific procedures and ways that Core Service Agencies interact with the IWP may shift over time on an as-needed basis, and any changes will be communicated to contractors in writing by the County.

7. Participate in County initiatives regarding emergency safety net and homeless services planning.

   a. Contractor will participate in County initiatives regarding emergency safety net and homeless services planning, attend provider meetings for homeless and safety net providers, participate in the point-in-time/One Day Homeless Counts and Surveys, and other applicable County and community meetings to promote collaboration, information sharing, and consistency of services.

8. Emergency disaster response.

   a. In the case of a disaster or emergency and if requested by HSA, Contractor will coordinate with the County's Department of Emergency Management, HSA, and other emergency response entities to provide services included in Exhibit A, Section C (Services to be Provided) at additional sites and/or via additional referral processes in order to reach affected households (such as providing services at a temporary resource center for disaster victims). Contractor will track services provided.

9. Collect and enter data accurately and in a timely manner.

a. All services provided must be documented in the system designated by HSA, the Clarity system (Clarity), an online case management and service tracking system. HSA administers the system and provides accounts with varying access levels (i.e., regular, management-level, and analyst-level) to the Clarity system for Contractor staff. Contractor will:
   i. Enter accurate, timely, and complete information into the Clarity system, following data entry guidelines established by the County, which includes data entry for all contracted services provided for all household members.
   ii. Regularly review their agency's data in Clarity for accuracy and completeness. Core Service Agency leadership will utilize Clarity reporting to review trends, needs, quality assurance, and outcomes/performance measures.
   iii. Enter data into the Clarity System in a timely manner that complies with the information in Exhibit F "Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers."
   iv. Train staff on how to and when to enter data as well as data entry policies and procedures including timeliness. Contractor will review data regularly and ensure that the data accurately reflects the work of the agency.
   v. Follow all Clarity policies and procedures issued by HSA.

10. Conduct community outreach to increase awareness of the Contractor and its services in the community.

    a. Contractor may attend community meetings and provide information to community members regarding how to access Core Services and homeless services. Outreach may include participating in and/or communicating via community meetings/events, school events, city/County agencies and meetings/events, other community stakeholder meetings/events, community newsletters/websites, adult education services, local fairs, community clubs, and other outreach activities as appropriate to promote understanding of the Core Services available.

11. Other requirements.

    a. Contractor will do the following:
       i. Participate in HSA's site review/contract compliance visits.
       ii. Provide ongoing staff training to ensure contractor's staff are knowledgeable and up to date on services provided by their agency, other community-based services, HSA, and other state, local and community agencies.
       iii. Ensure that Contractor's staff working with clients complete trainings regarding client engagement strategies, agency procedures, safety, and diversity, equity and inclusion.

iv. Conduct quality improvement activities utilizing a variety of sources of information and data, including input from people with lived experience of homelessness, housing instability, and/or food insecurity; data on services and trends; performance measure data; client case reviews; customer feedback; staff input; stakeholder feedback; reviews of incidents and grievances; and data on community needs.

v. Contractor's schedule of services will include the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, with exceptions for holidays and other, limited planned closure dates. However, if, due to high community need, there is an interest in shifting these regular hours of operations to accommodate evening and/or weekend times, contractor may propose a modified schedule to maximize accessibility in their community. Any modification to the services hours of 9:00 a.m. – 5:00 p.m. Monday through Friday would need to be approved in writing by HSA. If the Contractor would like to request a modification of these hours, they would submit a request to HSA that would include their requested changes and how residents would access urgent services during that time. In the event that a Contractor has a closure (e.g., for a scheduled all-staff training) on a non-County holiday, the Contractor will collaborate with a neighboring Core Service Agency to ensure access to emergency and safety net services during regular hours of operation.

vi. Maintain one or more office location(s) where the contracted services are provided, which is accessible to people with limited mobility and appropriate office configuration. The location where the services are being provided will be located within the contracted service area and in a location that is accessible to clients who utilize public transportation, or, in Service Areas where public transportation is significantly limited or unavailable, other government-contracted transportation services. Any space that requires a client to share personal information will be configured in a way to ensure privacy, including the reception area and spaces where staff meet with clients. Contractor will post signage identifying itself a Core Service Agency in partnership with the County of San Mateo at office locations providing Core Services. Additionally, Contractor will adhere to the County's requirement to identify as a Core Service Agency that works in partnership with and is partially funded by the County of San Mateo. Contractor will display a County-approved logo and County-provided sign in the office where Core Services are provided.

vii. Maintain and update a program operating manual detailing policies and procedures for Core Services. The manual must be submitted to HSA for review and approval prior to disbursement of funding under this contract.

Tier 2: Information and Referrals

Contractor will assist clients by providing information and referrals to resources in the community in the following ways.

12. Provide referrals to public benefits programs.

    a. Contractor will refer clients to appropriate public agencies and/or online resources such as BenefitsCal (https://benefitscal.com/) for assistance applying for or maintaining public benefits, including CalFresh, CalWORKs, General Assistance, Cash Assistance Program for Immigrants (CAPI), unemployment benefits, Women, Infants and Children (WIC) benefits, and health coverage programs such as Covered California, ACE, and Medi-Cal. Additionally, Contractor will refer veterans to the County's Veterans Service Office to answer questions or provide support regarding eligible benefits specific to veterans.

13. Provide referrals to legal resources.

    a. Contractor will inform households in need of legal support related to their housing situations about the EFA resources, as described above, in addition to referring the household to available legal resources to assist with their legal needs (such as eviction proceedings, questions about tenant rights, etc.). Contractor staff will maintain knowledge of current legal resources and access processes.

14. Provide referrals to tax preparation services.

    a. Contractor will refer to available community resources that can assist with tax preparation/filing, including applying for any applicable tax credits.

15. Provide referrals to resources for basic necessary material goods.

    a. Contractor will refer clients to available community resources for clothing, diapers, and other emergency material needs.

16. Provide referrals to transportation assistance programs.

    a. Contractor will provide referrals to available transportation programs, including Redi-Wheels, any resources for bus tickets and Clipper Cards, and the County's taxi voucher program.

17. Provide referrals to school supply programs.

    a. School supply programs are programs that provide school supplies or related items (or gift cards) leading up to the school year to families with children in grades K-12. Contractor will refer clients to available school supply programs in their community.

18. Provide referrals to holiday programs.

a. Holiday programs are programs that provide food, gift cards, gifts and/or other related items around major holidays such as Thanksgiving and the winter holidays. Contractor will refer clients to available holiday programs in their community.

19. Provide other information and referrals.

a. Contractor will maintain clear, informative, and up-to-date outreach literature describing their Core Services and all methods as to how these services can be accessed (e.g., in person, online, phone, etc.). Contractor will develop collaborative relationships with other community providers and maintain staff knowledge of community resources.

b. Contractor will provide information and referrals to clients for a variety of services such as behavioral health services, financial education and asset development services, employment services, health services, home repair, and other resources that can provide services that may be helpful to Core Service Agency clients.

c. Contractor will maintain current agency information in 211, SMC-Connect (https://www.smc-connect.org), and other public listings of community resources. Contractor will also maintain a website that provides basic information about location, contact information, services, and hours of operation.

Tier 3: Additional Direct Services as Core Service Agency Funding Allows

The following are additional optional services that the Contractor may provide directly using Core Service Agency funding. The services may be provided in addition to or instead of providing referrals as resources allow, provided that the services in Tier 1 are not adversely impacted.

20. Provide and/or distribute additional food.

a. Contractor may provide additional food resources including, but not limited to, administering and/or participating in distributions of food sourced from Second Harvest or other resources, and/or maintaining a stocked pantry of non-perishable and perishable foods.

21. Administer a program to provide necessary material goods.

a. Contractor may provide basic necessary material goods such as clothing, diapers, and other goods to meet emergency needs on an emergency basis to clients with immediate unmet material needs.

22. Administer a transportation program.

    a. Contractor may provide emergency transportation assistance, such as bus tokens, Clipper Cards, or rideshare rides, to meet emergency transportation needs, such as transportation to shelter, when other transportation resources are unavailable.

23. Administer a school supply program.

    a. Contractor may administer its own school supply program and/or may staff events in partnership with other school supply programs in the community in order to serve its service area.

24. Administer a holiday program.

    a. Contractor may administer its own holiday program and/or may staff events in partnership with other holiday programs in the community in order to serve its service area.

25. Provide additional related services upon request by County and as agreed upon by both parties within the total Agreement obligation amount.

(End of Exhibit A)

Exhibit B – Core Services – Payments and Rates

In consideration of the services provided by Contractor as shown in Exhibit A and subject to the terms of the Agreement, the County shall pay Contractor based on the following payment schedule and terms:

1. Contractor will invoice County on a quarterly basis for reimbursement for actual expenses for services provided in Exhibit A. Invoices will be itemized and submitted quarterly. Except for June, the invoice is due the 20th of the month following the previous' months end. The June invoice will be due early due to fiscal year–end processes. Payments will be made on a reimbursement basis only. Invoices will include backup documentation of all expenses. Invoices will be submitted electronically to Chris Ratana (cratana@smcgov.org) and Khalia Parish (kparish@smcgov.org), or their designee, in accordance with the due dates shown in the table below. Contractor and the County may work together to change the frequency of the invoices if there is a valid reason to do so. Both parties must agree to the change in frequency of the invoice submission (i.e. changing from quarterly invoices to monthly invoices).
2. The County's De Minimis indirect cost rate shall apply for indirect costs paid to Contractor under each agreement. The De Minimis indirect cost rate is calculated as up to 15% of the Modified Total Direct Costs ("MTDC"). MDTC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. While Contractor will not be required to submit documentation supporting indirect costs with their invoices, Contractor shall maintain such documentation for audit purposes for the retention period set forth in each agreement.
3. Contractor shall reserve at least 15% of their allotted annual budget until the final quarter of the fiscal year.
4. County will pay Contractor upon receipt and approval of invoice packets, which must include supporting documentation for all direct costs.
5. Contractor will submit invoices and reports according to the following schedule.

Table I: Invoice and Report Due Dates

Reporting Period		Due Dates for Invoices
Q1	July	October 20
	August	
	September	
Q2	October	January 20
	November	
	December	
Q3	January	April 20
	February	
	March	
Q4	April	June 20 (due early due to County fiscal year end)
	May	
	June	

6. Contractor will invoice according to the line-item budgets below. County shall have the option to adjust funding across fiscal years and line items in order to meet its program goals as agreed upon by both parties, as long as it does not exceed the total value of the Agreement.

Table II. FY25-26 Line-Item Budget

FY25-26	
Personnel	
Human Services Specialist II	$91,048.75
Human Services Specialist Contract Position	$147,775.00
Human Services Specialist Contract Position	$128,295.00
Admin Clerk/Receptionist	$73,477.00
Human Services Coordinator	$79,200.00
Subtotal Personnel	**$519,795.75**
Indirect Costs	**$77,965.05**
Total Expenses	**$597,760.80**

Table III. FY26-27 Line-Item Budget

FY26-27	
Personnel	
Human Services Specialist II	$70,597.80
Human Services Specialist Contract Position	$155,163.75
Human Services Specialist Contract Position	$134,709.75
Admin Clerk/Receptionist	$77,150.85
Human Services Coordinator	$83,160.00
Subtotal Personnel	**$520,782.15**
Indirect Costs	**$76,978.65**
Total Expenses	**$597,760.80**

Table IV. FY27-28 Line-Item Budget

FY27-28	
Personnel	
Human Services Specialist II	$47,874.13
Human Services Specialist Contract Position	$162,921.94
Human Services Specialist Contract Position	$141,445.24
Admin Clerk/Receptionist	$81,008.39
Human Services Coordinator	$87,318.00
Subtotal Personnel	**$520,567.70**
Indirect Costs	**$77,193.10**
Total Expenses	**$597,760.80**

(End of Exhibit B)

Exhibit C – Core Services – Performance and Reporting

Contractor agrees to meet the following performance measures and provide the following data and reports. Reporting is a requirement of payment and delays in submission of reports may result in a delay in payments to Contractor. Payment is contingent upon complete, accurate, and timely reporting.

A. Performance Measures

	Measure	Target
1	Percent of individuals who request and receive food either directly or through a referral to, or enrollment in, a food program.	90%
2	Data Quality Error Rate in Core Service Agency Performance Report.	**Data Element** / **Target** City / Less than 7% "other" data ZIP / Less than 7% "other" data
3	Overall client/participant satisfaction: Percent of survey respondents rating services as good or better.	85%
4	For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance	80%
5	Number of individuals served each fiscal year (accessed via the Core Performance Measurement Report).	7,000
6	Number of households served each fiscal year (accessed via the Core Performance Measurement Report).	2,700

B. Reports

1. Reports are due electronically to Chris Ratana (cratana@smcgov.org), or their designee, in accordance with the table shown below. Contractor will provide:
   a) A quarterly performance report that includes the following:
      i. Results for all performance measures as described above; and
      ii. A narrative on trends in services, needs, and performance, as well as any changes to operations and/or funding sources; and
   b) Emergency Financial Assistance (EFA) reports on a quarterly basis that includes the following information:
      i. Number of EFA requests received by city.

ii. Number of EFA applications: received, approved/paid, pending, inactive, denied.
iii. Funding source status (for EFA funding sources specific to each agency): funding source, total allocated, amount still available, geographic area served per funding source.
iv. Average length of time of application processing.

c) An annual agency budget and financial report that includes the following information:
i. An annual line-item budget for Contractor as a whole.
ii. Audited financial statements in accordance with generally accepted government auditing standards (submitted within nine months after the fiscal year end).
iii. A list of County grants/contracts showing contract name, award amount, award date, expenditures life-to-date, and amounts received life-to-date.

d) An annual year-end narrative and year-end data report for all performance measures described in Performance Measures table above.
e) An annual client success story.

2. Overview of Reports and Due Dates:

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
07/01 to 09/30	10/01 to 12/31	01/01 to 3/31	04/01 to 06/30
Due: • **October 20, 2025** • **October 20, 2026** • **October 20, 2027** Quarterly Report: ▸ Performance Measures Results ▸ Demographic Data ▸ Narrative Additional Reporting: ▸ County Grant Awards Report	**Due:** • **January 20, 2026** • **January 20, 2027** • **January 20, 2028** Quarterly Report: ▸ Performance Measures Results ▸ Demographic Data ▸ Narrative Additional Reporting: ▸ Client/Participant Satisfaction Report	**Due:** • **April 20, 2026** • **April 20, 2027** • **April 20, 2028** Quarterly Report: ▸ Performance Measures Results ▸ Demographic Data ▸ Narrative Additional Reporting: ▸ Audited Financial Statement	**Due:** • **July 20, 2026** • **July 20, 2027** • **July 20, 2028** Quarterly and Annual Report: ▸ Performance Measures Results ▸ Demographic Data ▸ Narrative Additional Reporting: ▸ Client/Participant Satisfaction Report ▸ Annual client success story

C. Additional Requirements

1. County may work with Contractor to identify additional metrics and measures to be tracked on an as-needed basis to evaluate the program and conduct continuous quality improvement.
2. County will have the option to modify or add related measures, reports and/or request additional data be entered into Clarity to meet its program goals as agreed to by both parties within the Agreement's total obligation amount. County shall notify Contractor 20 business days in advance of any modifications to Exhibit C.
3. County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes. Contractor will receive at least 10 County business days advance notice unless there is an urgent need to expedite the data/report.

(End of Exhibit C)

Exhibit D— Clarity HMIS Privacy Policy

This policy is subject to change, and notice will be provided to Contractor when such changes occur.

This policy is available in its most up-to-date form at: San Mateo County Clarity HMIS Privacy Policy | County of San Mateo, CA

San Mateo County Clarity HMIS Privacy Policy

The County of San Mateo Human Services Agency ("HSA") is working with other government agencies and community-based organizations (each, a "Partner Agency," and collectively including HSA, the "Partner Agencies") to operate a shared database and software application that confidentially collects, uses, and shares personal information related to homeless and safety net services in San Mateo County. The database is called the San Mateo County Homeless Management Information System Clarity database ("Clarity HMIS"), and the software application is called Clarity Human Services. Some examples of personal information that is shared in Clarity HMIS, include your name, birth date, gender, race, ethnicity, social security number, phone number, residence address, photo, and other similar identifying information, financial information, such as your employment status, income verification, public assistance payments or allowances, and CalFresh allotments, as well as medical, mental health, and drug/alcohol treatment information. This Privacy Policy ("Policy") describes the privacy standards that apply to the personal information collected and stored in Clarity HMIS. These standards seek to protect the confidentiality of personal information while allowing for reasonable, responsible, and limited uses and disclosures of data.

This Policy defines the privacy standards that will be required of any Partner Agency that records, uses, or processes personally identifiable information (as defined below) of clients at-risk of or experiencing homelessness for Clarity HMIS. Partner Agencies must also comply with federal, state, and local laws that require additional confidentiality protections, where applicable. All Partner Agencies are listed in Exhibit A attached to this Policy.

This Policy recognizes the broad diversity of organizations that participate in Clarity HMIS, and the differing programmatic and organizational realities that may demand stricter standards for some activities. At a minimum, however, all organizations must meet the privacy standards described in this Policy. This approach provides a uniform floor of protection for clients at-risk of

or experiencing homelessness with the possibility of additional protections for organizations with additional needs or capacities.

The following sections discuss Clarity HMIS privacy standards.

I. Clarity HMIS Privacy Policy: Definitions and Scope

i. *Personally Identifiable Information (PII):* Any information maintained by or for a Partner Agency about a client at-risk of or experiencing homelessness that: (1) identifies, either directly or indirectly, a specific individual; (2) can be manipulated by a reasonably foreseeable method to identify a specific individual; or (3) can be linked with other available information to identify a specific individual.

ii. *Partner Agency:* Any organization (including its employees, volunteers, affiliates, contractors, and associates) that records, uses, or processes PII on clients at-risk of or experiencing homelessness for Clarity HMIS. This definition includes both organizations that have direct access to Clarity HMIS, as well as those organizations that do not have direct access to Clarity HMIS, but that do record, use, or process PII.

iii. *Processing:* Any operation or set of operations performed on PII, whether or not by automated means, including but not limited to collection, maintenance, use, disclosure, transmission, and destruction of the information.

iv. *Clarity HMIS Uses and Disclosures:* The uses and disclosures of PII that are allowed by this Policy.

v. *Uses and Disclosures:* Uses are those activities internal to any given Partner Agency that involves interaction with PII, whereas disclosures are those activities in which a Partner Agency shares PII externally.

II. Applying Clarity HMIS Privacy Policy

This Policy applies to any Partner Agency that records, uses, or processes personally identifiable information (PII) for Clarity HMIS. All PII maintained by a Partner Agency is subject to these standards.

Any Partner Agency that is covered under the Health Insurance Portability and Accountability Act ("HIPAA") is not required to comply with this Policy if the Partner Agency determines that a substantial portion of its PII from clients at-risk of or experiencing homelessness is protected

health information as defined under the HIPAA Privacy Rule and the HIPAA Security Rule (collectively, "HIPAA Rules"). Exempting HIPAA-covered entities from this Policy avoids all possible conflicts between the HIPAA Rules and the privacy standards in this Policy.

This Policy gives precedence to the HIPAA Rules because:

1) The HIPAA Rules are more finely attuned to the requirements of the health care system;
2) The HIPAA Rules provide important privacy and security protections for protected health information; and
3) Requiring a homeless provider to comply with or reconcile two sets of rules would be an unreasonable burden.

It is possible that part of a Partner Agency's operations may be covered by this Policy while another part is covered by HIPAA. A Partner Agency that, because of organizational structure, legal requirement, or other reason, maintains personal information about a client at-risk of or experiencing homelessness that does not fall under this Policy (e.g., the information is subject to the HIPAA Rules) must describe that information in its privacy policy and explain the reason the information is not covered.

III. ***Clarity HMIS Uses and Disclosures***

A Partner Agency may use or disclose PII collected in Clarity HMIS under the following circumstances:

- To provide or coordinate services to an individual;
- For functions related to payment or reimbursement for services;
- To carry out administrative functions, including but not limited to reporting, legal, audit, personnel, oversight and management functions
- For creating deidentified PII.

Partner Agencies, like other institutions that maintain personal information about individuals, have obligations that may transcend the privacy interests of clients. The following additional uses and disclosures recognize those obligations to use or share personal information by balancing competing interests in a responsible and limited way.

Uses and disclosures required by law. A Partner Agency may use or disclose PII when required by law to the extent that the use or disclosure complies with and is limited to the requirements of the law.

Uses and disclosures to avert a serious threat to health or safety. A Partner Agency may, consistent with applicable law, use or disclose PII if:

1) The Partner Agency, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public; and
2) The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat.

Uses and disclosures about victims of abuse, neglect or domestic violence. A Partner Agency may disclose PII about an individual whom the Partner Agency reasonably believes to be a victim of abuse, neglect or domestic violence to a government authority (including a social service or protective services organization) authorized by law to receive reports of abuse, neglect or domestic violence under the following circumstances:

1) Where the disclosure is required by law and the disclosure complies with and is limited to the requirements of the law;
2) If the individual agrees to the disclosure; or
3) To the extent that the disclosure is expressly authorized by statute or regulation, and the Partner Agency believes the disclosure is necessary to prevent serious harm to the individual or other potential victims; or if the individual is unable to agree because of incapacity, a law enforcement or other public official authorized to receive the report represents that the PII for which disclosure is sought is not intended to be used against the individual and that an immediate enforcement activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure.

A Partner Agency that makes a permitted disclosure about victims of abuse, neglect or domestic violence must promptly inform the individual that a disclosure has been or will be made, except if:

1) The Partner Agency, in the exercise of professional judgment, believes informing the individual would place the individual at risk of serious harm; or

2) The Partner Agency would be informing a personal representative (such as a family member or friend), and the Partner Agency reasonably believes the personal representative is responsible for the abuse, neglect or other injury, and that informing the personal representative would not be in the best interests of the individual as determined by the Partner Agency, in the exercise of professional judgment.

Uses and disclosures for academic research purposes. A Partner Agency may use or disclose PII for academic research conducted by an individual or institution that has a formal relationship with the Partner Agency if the research is conducted either:

- By an individual employed by or affiliated with the organization for use in a research project conducted under a written research agreement approved in writing by a program administrator (other than the individual conducting the research) designated by the Partner Agency; or
- By an institution for use in a research project conducted under a written research agreement approved in writing by a program administrator designated by the Partner Agency.

A written research agreement must:

1) Establish rules and limitations for the processing and security of PII in the course of the research;
2) Provide for the return or proper disposal of all PII at the conclusion of the research;
3) Restrict additional use or disclosure of PII, except where required by law; and
4) Require that the recipient of data formally agree to comply with all terms and conditions of the agreement.

A written research agreement is not a substitute for approval of a research project by an Institutional Review Board, Privacy Board, or other applicable human subjects protection institution.

Disclosures for law enforcement purposes. A Partner Agency may, consistent with applicable law and standards of ethical conduct, disclose PII for a law enforcement purpose to a law enforcement official under any of the following circumstances:

- In response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena;

- If the law enforcement official makes a written request for protected personal information that:
    - Is signed by a supervisory official of the law enforcement organization seeking the PII;
    - States that the information is relevant and material to a legitimate law enforcement investigation;
    - Identifies the PII sought;
    - Is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought; and
    - States that de-identified information could not be used to accomplish the purpose of the disclosure.
- If the Partner Agency believes in good faith that the PII constitutes evidence of criminal conduct that occurred on the premises of the Partner Agency;
- In response to a verbal request for the purpose of identifying or locating a suspect, fugitive, material witness or missing person and the PII disclosed consists only of name, address, date of birth, place of birth, Social Security Number, and distinguishing physical characteristics; or
- If the official is an authorized federal official seeking PII for the provision of protective services to the President or other persons authorized by 18 U.S.C. 3056, or to foreign heads of state or other persons authorized by 22 U.S.C. 2709(a)(3), or for the conduct of investigations authorized by 18 U.S.C. 871 and 879 (threats against the President and others); and the information requested is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought.

IV. Privacy Requirements

All Partner Agencies must comply with the privacy requirements described in this Policy with respect to:

1) Data collection limitations;
2) Data quality;
3) Purpose and use limitations;
4) Openness;
5) Access and correction; and
6) Accountability.

A Partner Agency must comply with federal, state, and local laws that require additional confidentiality protections. All additional protections must be described in the Partner Agency's privacy policy. A Partner Agency must comply with all privacy protections in this Notice and with all additional privacy protections included in its privacy notice, where applicable.

A Partner Agency may maintain a common data storage medium with another organization (including but not limited to another Partner Agency) that includes the sharing of PII. When PII is shared between organizations, responsibilities for privacy may reasonably be allocated between the organizations. Organizations sharing a common data storage medium and PII may adopt differing privacy policies as they deem appropriate, administratively feasible, and consistent with this Policy, which allows for the de-duplication of clients at-risk of or experiencing homelessness at HSA's level.

V. Collection Limitation

A Partner Agency may collect PII only when appropriate for the purposes for which the information is obtained or when required by law. A Partner Agency must collect PII by lawful and fair means and, where appropriate, with the knowledge of the individual. A Partner Agency must post the San Mateo County Clarity HMIS Privacy Notice ("Notice") at each building that provides direct services. If services are being provided by phone, the Partner Agency will offer to read the Notice and also will make efforts to provide a written copy of the Notice via mail or other means. A copy of the Clarity HMIS Privacy Policy must be made available to clients upon request. Consent of the individual for data collection may be assumed when the Notice is properly displayed according to this Policy.

VI. Data Quality

PII collected by a Partner Agency must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, PII should be accurate, complete, and timely. A Partner Agency must develop and implement a plan to dispose of, or remove identifiers from, PII that is not in current use seven years after the PII was created or last changed (unless a statutory, regulatory, contractual, or other requirement mandates longer retention).

VII. Purpose Specification and Use Limitation

A Partner Agency may use or disclose PII only if the use or disclosure is allowed by this Policy. A Partner Agency may assume consent for all uses and disclosures specified in this Policy and for uses and disclosures determined by the Partner Agency to be compatible with those specified in this Policy. This Policy limits the disclosure of PII to the minimum necessary to accomplish the purpose of the disclosure. Uses and disclosures not specified in this Policy can be made only with the consent of the client or when required by law.

A Partner Agency processing PII for the purposes of Clarity HMIS will agree to additional restrictions on the use or disclosure of the client's PII at the request of the client, where it is reasonable to do so. This can include, but is not limited to, entering client PII into Clarity HMIS so that it is not shared with any other Partner Agency.

VIII. Transparency

A Partner Agency must adhere to this Policy describing its practices for the processing of PII and must provide a copy of this Policy to any individual who requests it. HSA will also post the current version of this Policy on the San Mateo County Center on Homelessness web page. The Notice confirms that the Policy will also be made available to any client upon request.

This Policy may be amended at any time and amendments may affect PII obtained by a Partner Agency before the date of the change. An amendment to this Policy regarding use or disclosure will be effective with respect to information processed before the amendment, unless otherwise stated.

Unless otherwise legally exempted from doing so, Partner Agencies are obligated to provide reasonable accommodations for persons with disabilities throughout the data collection process. This may include, but is not limited to, providing qualified sign language interpreters, readers or materials in accessible formats such as Braille, audio, or large type, as needed by the individual with a disability. See 24 CFR § 8.6; 28 CFR § 36.303.

In addition, Partner Agencies that are recipients of federal financial assistance shall provide required information in languages other than English that are common in the community, if speakers of these languages are found in significant numbers and come into frequent contact with the program. *See HUD 2021 – 2026 Language Access Plan*.

IX. Access and Correction

In general, a Partner Agency must allow an individual to inspect and to have a copy of any PII about the individual. A Partner Agency must offer to explain any information that the individual may not understand. A Partner Agency must consider any request by an individual for correction of inaccurate or incomplete PII pertaining to the individual. A Partner Agency is not required to remove any information but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

A Partner Agency may reserve the ability to rely on the following reasons for denying an individual inspection or copying of the individual's PII:

1) Information compiled in reasonable anticipation of litigation or comparable proceedings;
2) Information about another individual;
3) Information obtained under a promise of confidentiality (other than a promise from a health care or homeless provider) if disclosure would reveal the source of the information; or
4) Information, the disclosure of which would be reasonably likely to endanger the life or physical safety of any individual.

A Partner Agency can reject repeated requests for access or correction. A Partner Agency that denies an individual's request for access or correction must explain the reason for the denial to the individual and must include documentation of the request and the reason for the denial as part of the PII about the individual.

X. Contact for Questions or Grievance

If a client has a concern, question, or grievance about this Policy, a Partner Agency can provide the contact information for the San Mateo County Human Services Agency Center on Homelessness as listed below

San Mateo County Human Services Agency
ATTN: Center on Homelessness Clarity Data Officer
500 County Center
Redwood City, CA 94063

650-802-7656
HSA_Homeless_Programs@smcgov.org

XI. Partner Agency Confidentiality Agreements

A Partner Agency must require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to sign a confidentiality agreement that acknowledges receipt of a copy of this Policy and that pledges to comply with this Policy.

Attachment A: List of Partner Agencies

Partner Agencies		
Abode Services	Human Investment Project (HIP Housing)	San Mateo County Executive's Office
Alta Housing	LifeMoves	San Mateo County Health System, Aging and Disability Services
Bitfocus, Inc.	Mateo Lodge	San Mateo County Health System, Behavioral Health and Recovery Services
City of Daly City	Mental Health Association of San Mateo County	San Mateo County Health System, Public Health, Policy and Planning (PHPP)
City of San Mateo	Mid-Pen Housing	San Mateo County Human Services Agency
City of Redwood City: Fair Oaks Community Center	Nation's Finest (formerly known as Next Step Center, Veterans Resource Center of America)	StarVista
Coastside Hope	Pacifica Resource Center	State of California Business Consumer Services and Housing Agency (BCSH)
Daly City Partnership/Daly City Community Services Center	Puente de la Costa Sur	Street Life Ministries
Downtown Streets Team	Retraining the Village	Telecare
Episcopal Community Services (ECS)	Samaritan House	VA Palo Alto Health Care System (VAPAHCS)
Healthcare in Action (HIA)	San Francisco VA Health Care (SFVA)	YMCA Community Resource Center
Housing Authority of the County of San Mateo	San Mateo County Department of Housing	WeHOPE

Exhibit F

Revised April 2024

Clarity Human Services System
Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by Bitfocus ("Clarity"). This migration to Clarity allows for data sharing across providers.

Commitment to Data Entry

The Core Service Agencies and homeless service providers (agency name, hereinafter "the Agency") agrees to enter into Clarity's secure system timely and accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo ("County"). Timely entry of this data is crucial to the community's ability to match and refer clients to appropriate safety net and homeless services provided by other providers; to report accurate performance measures; and to capture data on community need.

If the Agency experiences difficulty with the timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary, and provide a plan within one week to bring the data entry current as soon as possible.

Confidentiality of Client Data

The Agency will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of client data and to prevent unauthorized use or access to it.

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the Agency's safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need-to-know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload, provider data, funding, and expenditure information) are non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

The Agency acknowledges that these confidential data are proprietary to the County and agrees to

comply with all applicable State and Federal confidentiality laws and regulations.

The Agency may collect Personally Identifiable Information ("PII", as defined in Federal information security and privacy laws as information that can be used on its own or in conjunction with other information to identify, contact, or locate a single person, or to identify an individual in context) only when appropriate for the purposes for which the information is obtained or when required by law. The Agency must collect PII by lawful and fair means and, where appropriate, with the knowledge of the individual. The Agency must post the San Mateo County Clarity HMIS Privacy Notice ("Notice") at each building that provides direct services. If services are being provided by phone, the Agency will offer to read the Notice and also will make efforts to provide a written copy of the Notice via mail or other means. A copy of the Clarity HMIS Privacy Policy ("Policy") must be made available to clients upon request. Consent of the individual for data collection may be assumed when the Notice is properly displayed according to the Policy. See the attachment or the following link for a copy of the current Policy: https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy.

Licensing

Only the Agency's staff who provide safety net or homeless services shall be granted access to Clarity. When the Agency requests a Clarity license for a new staff member, the Agency director or manager will review with the staff member the confidentiality and security rules regarding Clarity. The staff member will be asked to review and accept the Clarity oath of confidentiality upon their initial login into Clarity and annually thereafter while they retain access to the system.

ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYMENT ENDS IS PROHIBITED. If an authorized user separates from employment with the Agency, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The Agency holding the license will be notified prior to deactivation of the license and the Agency will have 5 business days to respond with a request if the license is to be continued.

System Configuration Change Requests

All Clarity user agencies' requests to change Clarity system configuration will be evaluated by HSA. For the cost of all Change Requests unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

User Support

If the Agency experiences any technical difficulty with the system, the Agency's staff will send a service request to the Human Services Agency Business Systems Group at hsa_servicedesk@smcgov.org or (650) 802-7573.

Staff Responsibilities

The Agency agrees to train its staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private, and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged, and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

Contractor/Service Provider Agreement

BY ENTERING INTOTHIS AGREEMENT, THE AGENCY AGREES TO THE FOLLOWING:

The Agency agrees that all Agency staff provided with Clarity access will be trained to safeguard the information contained in the SMC secure and private network of Core Service Agencies and homeless services providers.

The Agency agrees to provide internal process and procedures to train the Agency's staff on the security and confidentiality principles that guard this secure and private network.

The Agency understands and agrees that Agency and its representatives will share and protect information in the Clarity system as set forth herein and as required by law.

The Agency agrees to abide by the Clarity HMIS Privacy Policy and policy management document, available here: https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy (current version attached). The Agency agrees to further abide by any updates to these documents.

Exhibit E - County of San Mateo Fingerprinting Certification Form

DATE: 7/1/2025

AGREEMENT WITH: City of Redwood City

FOR: **Core Agency Services for the service area of Atherton, North Fair Oaks, Portola Valley, Redwood City (including Redwood Shores), and Woodside**

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors' employees, assignees and subcontractors or volunteers have contact.

NAME: Melissa Stevenson Diaz

TITLE: City Manager

SIGNATURE: Signed by: Melissa Stevenson Diaz FE14A7CA3168435...

DATE: 7/1/2025

Docusign Envelope ID: 49CFF4B8-4937-4006-9883-2CB64CBEA524

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

---

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	Derek Wolfgram
Name of Contractor(s):	N/A
Street Address or P.O. Box:	1017 Middlefield Road
City, State, Zip Code:	Redwood City, CA 94063

I certify that the above information is complete and correct to the best of my knowledge

Signature:	Signed by: Melissa Stevenson Diaz FE14A7CA3168435...
Title of Authorized Official:	City Manager
Date:	7/1/2025

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility

Docusign Envelope ID: 49CFF4B8-4937-4006-9883-2CB64CBEA524

accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CITY OF REDWOOD CITY

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this date_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and City of Redwood City, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, on July 8, 2025, the parties entered into an agreement (the Agreement) for the term of July 1, 2025, through June 30, 2028, for a total obligation amount of $1,793,282.40 to provide core agency services for the service area of Atherton, North Fair Oaks, Portola Valley, Redwood City (including Redwood Shores), and Woodside; and

WHEREAS the parties wish to amend the Agreement (First Amendment) to increase funding by $25,000 for a new total amount of $1,818,282.40, to provide funding for the purchase of disaster resilience supplies and the term remains July 1, 2025, through June 30, 2028.

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

1. Paragraph 1. Exhibits and Attachments is hereby amended to include an Exhibit A1 titled Emergency and Disaster Resilience Supplies, and an Exhibit B1 titled Emergency and Disaster Resilience Purchases Payments and Rates which are attached hereto.

2. Paragraph 3. Payments is hereby amended to read as follows:

   In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION EIGHT HUNDRED EIGHTEEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND FORTY CENTS ($1,818,282.40)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the

County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Paragraph 17. Notices, for Contractor is hereby amended to read as follows:

Name/Title: Patrick Heisinger, City Manager, City of Redwood City
Address: 1017 Middlefield Rd., Redwood City, CA 94063
Telephone: 650-780-7000
Email: pheisinger@redwoodcity.org

4. **All other terms and conditions of the Agreement dated July 8, 2025, between the County and Contractor shall remain in full force and effect**.

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

For Contractor: **City of Redwood City**

_____	_____	_____
Contractor Signature	Date	Contractor Name (please print)

For County:

_____	_____	_____
Purchasing Agent Signature County of San Mateo (Department Head of Authorized Designee)	Date	Purchasing Agent Name (please print) County of San Mateo (Department Head of Authorized Designee)
		_____ Purchasing Agent or Authorized Designee Job Title (please print) County of San Mateo

Exhibit A1 – Emergency and Disaster Resilience Supplies

In consideration of the payments set forth in Exhibit B1 and the terms and conditions of the agreement, Contractor will:

1. Upon written approval by the County, Contractor may expend up to $25,000 during FY 2025–2026 for emergency and/or disaster response items. Prior to any purchase, the Contractor shall submit to the County for pre-approval a proposed list of one or more items, including associated cost estimates. Eligible items may include, but are not limited to, the following:

    - Generators and/or uninterruptible power supply (UPS) units
    - Trunk radios and/or walkie-talkies
    - Power banks, chargers, and/or batteries
    - Potable water supplies
    - Extension cords
    - Personal protective equipment (PPE)
    - Sanitation supplies
    - Thermal blankets
    - Automated External Defibrillators (AEDs)
    - Fire extinguishers
    - Emergency lighting supplies (e.g., flashlights, tower lights)
    - Other emergency and disaster response items as approved by the County in writing

Exhibit B1 – Emergency and Disaster Resilience Purchases Payments and Rates

In consideration of the purchases set forth in Exhibit A1 and the terms and conditions of the agreement, County shall pay Contractor based on the following schedule and terms:

1. Contractor shall submit one invoice for actual costs incurred for up to $25,000 to purchase disaster resilience items pursuant to Exhibit A1. Along with the invoice, Contractor will submit complete and accurate documentation to support all costs incurred for items purchased. At a minimum, such documentation must include itemized invoices or receipts describing the goods purchased, proof of payment (such as canceled checks, bank or credit card statements, or electronic payment confirmations), and evidence of delivery and receipt of the items (such as packing slips or receiving records). The single invoice is due electronically to Chris Ratana (cratana@smcgov.org) and Khalia Parish (kparish@smcgov.org) by June 20, 2026.

2. Requests to spend funds beyond the invoicing deadline must be requested and approved in writing.

3. Any remaining balance shall be considered contingency funding to support the services described in Exhibit A. Such funding is not guaranteed. To request use of contingency funds, the Contractor must submit a written request to the County contacts identified in Paragraph 1. The request shall specify the intended use of the funds, the amount requested, and the applicable fiscal year. Contingency funds may be expended only upon prior written approval by the County.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF SAN MATEO, PROVIDING CORE AGENCY SERVICES AT THE FAIR OAKS COMMUNITY CENTER, FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2028, BY INCREASING FUNDING BY $25,000 FOR THE PURCHASE OF DISASTER RESILIENCE SUPPLIES IN FISCAL YEAR 2025-2026

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

WHEREAS, appropriations need to be established in order for staff to authorize Amendment No. 1 to Agreement with San Mateo County related to Core Agency Services provided by the Fair Oaks Community Center; and

WHEREAS, staff has presented written documentation below which sets forth in particularity the change in revenues.

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

1. The following stated amount, as set forth below, is hereby appropriated for additional revenue, which will received by the end of fiscal year 2025-2026:

Summary of Recommended Budget Change by Fund Type		
	Account No.	**Revenue ($)**
General Fund 150	47255	$25,000
Total Revisions		

2. This Council does hereby establish as the appropriation revision for Fiscal Year 2025-2026.

3. This Resolution shall be effective upon the date of its adoption.

* * *

MAYOR ELMER MARTÍNEZ SABALLOS
VICE MAYOR KAIA EAKIN
COUNCIL MEMBER ISABELLA CHU
COUNCIL MEMBER JEFF GEE
COUNCIL MEMBER DIANE HOWARD
COUNCIL MEMBER MARCELLA PADILLA
COUNCIL MEMBER CHRIS STURKEN

DRAFT MINUTES

1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA

SPECIAL MEETING
Monday, May 18, 2026 5:00 PM

1. CALL TO ORDER - Mayor Martínez Saballos called the meeting to order at 5:04 p.m.

2. ROLL CALL - Council Members Chu, Gee, Howard, Padilla, Sturken, and Mayor Martínez Saballos. Vice Mayor Eakin was absent.

Staff Present: City Manager Patrick Heisinger, City Clerk Yessika Castro and City Attorney Veronica Ramirez.

3. NOTIFICATION OF MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE PURSUANT TO GOVERNMENT CODE § 54953.8.3

None.

4. PLEDGE OF ALLEGIANCE - Council Member Chu led the pledge of allegiance.

5. CLOSED SESSION

5.A. Closed session regarding labor negotiations pursuant to California Government Code § 54957.6

There was no public comment.

At 5:06 p.m., the City Council convened Closed Session to discuss the following:

CONFERENCE WITH LABOR NEGOTIATORS

Closed session regarding labor negotiations pursuant to California Government Code Section 54957.6:

City's Negotiators: Kelly Tuffo, Liebert Cassidy Whitmore

Michelle Katsuyoshi, Human Resources Director
Patrick Heisinger, City Manager

Employee Organizations: Chief Officers Association
Redwood City Police Supervisors' Association
San Mateo County Firefighters International
Association of Firefighters Local 2400

There was no reportable action.

At 6:07 p.m., Mayor Martínez Saballos reconvened open session.

6. PRESENTATIONS/ACKNOWLEDGEMENTS

6.A. Proclamation recognizing outgoing Housing and Human Concerns Committee Member Alma Montalvo
Outgoing Housing and Human Concerns Committee Member Alma Montalvo accepted the proclamation and gave remarks.

6.B. Proclamation recognizing outgoing Housing and Human Concerns Committee Member Kate Adams Hiester
Outgoing Housing and Human Concerns Committee Member Kate Adams Hiester accepted the proclamation and gave remarks.

6.C. Proclamation recognizing Jewish American Heritage Month
Members from Congregation Beth Jacob accepted the proclamation and gave remarks.

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

The following members of the public provided comments:

- David Grabel
- Rhovy Antonio
- Bill Newell
- Cristina Lee
- Shishir Bhat
- Jennifer Lebsack

8. CONSENT CALENDAR

Motion and second, Howard and Gee, to approve all items on the Consent Calendar, passed 6-0-1 by electronic vote, with Vice Mayor Eakin absent.

8.A. Amendment No. 4 to Agreement for Services with Hinderliter, de Llamas and Associates for revenue enhancement and business license compliance services (304)

Recommendation:
By motion, approve and authorize the City Manager to execute Amendment No. 4 to the Agreement for Services with Hinderliter, de Llamas and Associates (HdL) for revenue enhancement and business license compliance services to increase the not-to-exceed amount by $40,000 for the purpose of adding Short-Term Rental (STR) Administration Services to the current scope of work and adjustments to the fee structure for BLT administration that will result in lower the City's costs, for a total contract amount of $878,220 covering the period January 15, 2021 until January 14, 2027.

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

8.B. Amendment to the Agreement with the County of San Mateo for continued provision of animal control services for an additional three-year term ending June 30, 2029 (304)

Recommendation:
By motion, approve and authorize the City Manager to execute an Amendment to the Agreement between the County of San Mateo and the Cities for the facilitation and coordination of animal control services, extending the agreement for an additional three-year term ending June 30, 2029, for a total contract term of July 1, 2021 to June 30, 2029.

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

8.C. Approve May 11, 2026 City Council Minutes (301)

8.D. Approve claims and checks from May 18, 2026 to June 8, 2026 and the usual and necessary payments through June 8, 2026 (303)

9. BOARDS, COMMISSIONS AND COMMITTEES INTERVIEWS

The following members of the public provided comments:

- Bill Newell
- Shihir Bhat

City Council interviewed four Board of Building Review applicants for appointment to two full-term seats expiring May 31, 2030

- Enzo Costantini – D7
- Joanne Kurze – D7
- Daniel Navarro – D3
- Heman Rossbach – D1

City Council interviewed seven Housing & Human Concerns Committee applicants for appointment to four full-term seats expiring May 31, 2030

- Nirshila Chand – D5
- Vanessa Corea – D1 *(not present)*
- Max Discher – D3 *(not present, submitted written interview responses)*
- Agustin Espino-Diaz – D3
- Katie Goetz – D2
- Edwin Gonzalez – D6
- Scott Granet – D1
- David Kassouf – D2 *(not present)*
- Marlen Medina – D2 *(not present, submitted written interview responses)*
- Regina Mersereau – D6 *(not present)*
- Frida Sanchez – Unincorporated
- Jennifer Tomasino – D2 *(not present)*
- Janice Viloria – D6

City Council interviewed four Library Board applicants for appointment to three full-term seats expiring June 30, 2030

- Caitlin Chambers – D2 *(not present)*
- Sauima Figueroa – D2 *(not present)*
- Anthony Godlewski – D4
- Darryl Holliday – D3 *(not present)*
- Ann Lane – D4
- Ciara Murphy – D5
- Aimee Swanson – D7
- Lindsie Verma – D5 *(not present, submitted written interview responses)*

City Council interviewed eight Parks, Recreation and Community Services Commission applicants for appointment to four full-term seats expiring May 31, 2030

- Natalie Badkar – D7 *(not present, submitted written interview responses)*
- Ouldouz Berenjforoosh – D6
- Elise Debuysser – D4
- Zorie Gomez – D7 *(not present)*
- Alice Kaufman – D7
- Wendy Moltrup – D6
- Mollie Naber – D6
- Zane Razzak – D1
- Ben Serio – D7
- Jason Simpson – D5 *(not present)*
- Pratik Verma – D5 *(not present, submitted written interview responses)*
- Siyang (Becky) Zhou – D6

City Council interviewed ten Planning Commission applicants for appointment to two full-term seats expiring June 30, 2030

- Benjamin Arredondo – D7 *(not present, submitted written interview responses)*
- Michael Arruza Cruz – D2
- Laird Bennion – D2
- Cynthia Bickerstaff – D7
- Christopher Cicero – D2
- Dylan Finch – D2
- Jack Gertidge – D2 *(not present)*
- Bernadette Hadnagy – D7 *(not present)*
- Dennis Murphy – D7
- Jose Rubio-Zepeda – D2
- Eric Sahn – D5
- Chris Smith – D6 *(not present)*
- Jason Webb – D7
- Allison Zaum – D3

City Council interviewed ten Senior Affairs Commission applicants for appointment to two partial-term seats expiring May 31, 2028 and three full-term seats expiring May 31, 2030

- Paul Bocanegra – D6
- Shifan (Cecilia) Fei – D1

- David Hsu – D1
- Nancy Keegan – D6
- Nino Lazaro – D1
- Michael Lynch – D6
- Rakshith (Rocky) Mandayam – D2
- Marty Yee – D6
- Angelo Pissani – D2
- Ira Yenko – D2

10. MATTERS OF COUNCIL INTEREST

10.A. City Council Member Report of Meetings and Conferences Attended - None

A. Attached Report of Meetings and Conferences attended

10.B. City Council Committee Reports

A. Governance Sub-Committee
Mayor Martínez Saballos gave an update.

B. 84/101 Ad Hoc Committee
Mayor Martínez Saballos gave an update.

10.C. City Manager (Oral) Update - None

11. CLOSED SESSION

There was no public comment.

At 9:05 p.m., the City Council convened Closed Session to discuss the following:

11.A. Closed session regarding significant exposure to litigation pursuant to California Government Code § 54956.9(d)(2)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2): 1 Case

> Govt. Code § 54956.9(d)(2): "A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

There was no reportable action.

12. ADJOURNMENT – Mayor Martínez Saballos adjourned the meeting at 9:42 p.m.

Respectfully submitted.

Yessika Castro, City Clerk, CMC, CPMC

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Accept certification of *an initiative to impose additional rent control and just cause eviction limits in Redwood City*, review of Elections Code Section 9212 report on impacts of the initiative, and take action as required by Elections Code Section 9215

SUMMARY

On October 29, 2025, the proponents of an initiative petition filed a Notice of Intent to Circulate an Initiative Petition and a proposed measure to repeal Chapters 42 and 42A[1] of the City's Municipal Code and adopt a new Chapter 42 – the Redwood City Fair and Affordable Housing Ordinance (Proposed Ordinance). On May 13, 2026, the City Clerk received confirmation from the San Mateo County Elections Office that the petition has the required number of valid signatures which qualifies the Initiative Petition for the ballot. The City contracted with a consultant to prepare a 9212 Report, which is a comprehensive analysis of the potential impact of the Proposed Ordinance. The City Council will receive the 9212 Report and, per California Elections Code Section 9215, must either 1) adopt, without alteration, the Proposed Ordinance, or 2) adopt a resolution calling for an election for November 3, 2026, and submit the Proposed Ordinance to the voters at that election.

RECOMMENDATION

1. By motion, accept certification of signature verification for *an initiative to impose additional rent control and just cause eviction limits in Redwood City; and*
2. Receive the Elections Code Section 9212 Report on impacts of the Proposed Ordinance (Attachment F); and
3. Pursuant to Elections Code Section 9215 take either of the following actions:
   a. Adopt, without alteration, the Proposed Ordinance (Attachment A); or

[1] Chapter 42A of the Redwood City Code no longer exists; the City Council repealed it on November 10, 2025. The current version of Chapter 42 was enacted on November 10, 2025, and it would be repealed if voters adopt the Proposed Ordinance.

b. Adopt a resolution calling for an election to be consolidated with the Statewide General Election on November 3, 2026, for the purpose of submitting to the voters an initiative measure to amend the Redwood City Code to impose additional rent control and just cause eviction limits. (Attachment E)

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

On October 29, 2025, the proponents of an initiative petition filed a Notice of Intent to Circulate an Initiative Petition and a copy of the Proposed Ordinance (Attachment A). In accordance with Elections Code Section 9203, the City Attorney prepared a ballot title and summary (Attachment B).

On April 22, 2026, the proponents submitted to the City Clerk, petition signatures in support of the proposed measure. In accordance with Elections Code Section 9210 the City Clerk conducted a prima facie review of the petition and determined the raw count of signatures on the petition met the minimum number of petition signatures required to accept the proposed measure[2]. On April 23, 2026, the City Clerk delivered the petitions to the San Mateo County Elections Office for verification of signatures.

On May 13, 2026, the City Clerk received confirmation (Attachment C) from the San Mateo County Elections Office that of 6,045 signatures reviewed, the petition received 4,751 valid petition signatures, achieving the required number of signatures to qualify the initiative for the ballot.

On May 19, 2026, based on the County's certification of petition signatures, the City Clerk certifies the sufficiency of the initiative petition to the City Council (Attachment D).

Lastly, before taking any action, Elections Code Section 9212(a) allows the City Council to request a report on the impact of the Proposed Ordinance.

[2] The minimum number of petition signatures required to qualify the measure for the ballot is determined by the last report of voter registration by the county elections official submitted to the Secretary of State pursuant to Section 2187, effective at the time the notice of intent was published. Accordingly, the required minimum number of petition signatures to qualify the Proposed Ordinance was 4,506.

ANALYSIS

Overview of the Proposed Ordinance

The Proposed Ordinance, if approved, would repeal existing Chapters 42-Tenant Protection of the Redwood City Code[3] and adopt a new Chapter 42 – Redwood City Fair and Affordable Housing Ordinance establishing the following. See Table 2 in Attachment F for a more detailed summary.

- Rent stabilization (also known as rent control)
- Tenant protections, including:
  - Just causes for eviction
  - Right to return and first right of refusal
  - Relocation assistance
  - Anti-harassment protections
- Rent Stabilization and Tenant Protections Program
- Funding mechanisms to finance the program
- Rent stabilization petition and hearing process

Certification of Petition Signatures

On May 8, 2026, the City Attorney and City Clerk received a letter from the law firm Bell, McAndrews & Hiltachk, LLP contending the petition violates the "full text" requirement of the Elections Code and urged the City Clerk to reject the petition on that basis. A copy of that letter is provided at Attachment G. The City Clerk determined that she did not have discretion to reject the petition on the grounds raised in the letter.

To ensure that the voters are fully informed as to the Redwood City Code provisions that would be repealed (i.e., Chapter 42) and (2) those that would be added by the Proposed Ordinance if approved, staff intends to include the full text of Chapter 42 in the ballot materials available to the voters online and in copies available upon request, if the City Council determines to call an election on the Proposed Ordinance.

9212 Report

What is a 9212 Report?

A 9212 Report is a comprehensive analysis prepared by a jurisdiction in response to a voter initiative. The report is named after Section 9212 of the California Elections Code and is intended to provide decision makers and the public with a thorough understanding of the initiative measure's potential impacts before it is either adopted by the City Council or placed on the ballot for a public vote.

The City contracted with Economic & Planning Systems (EPS) to prepare the 9212 Report (Attachment F). The 9212 Report includes analysis on the impacts to housing supply, residential property tax, consistency with the City's general and specific plans, land use, infrastructure impacts, and fiscal impacts.

[3] As mentioned earlier, the Proposed Ordinance states it will repeal Chapter 42A - Minimum Lease Terms for Residential Units, but that Chapter no longer exists.

Key Findings of the 9212 Report

Table 1 below summarizes the key findings of the 9212 Report. Additionally, a summary comparison of state rent laws, the City's Tenant Protection Ordinance, and the Proposed Ordinance is also included in Table 2 of the report. Staff is recommending the City Council receive the 9212 Report (Attachment F).

Table 1

KEY FINDINGS OF THE 9212 REPORT
Under current State law, the impact of the Proposed Ordinance on City finances and the broader housing market is expected to be relatively modest Due to state law rent stabilization exemptions for single-family homes, condominiums, and multifamily units built after 1995 contained in the Costa Hawkins Act (California Civil Code 1954.50 et seq.), the rent control provisions would apply to a limited portion of the City's housing stock (approximately 20 percent). As a result, the primary impacts are likely to be distributional, with existing renters benefiting from reduced rent growth and increased housing stability, while property owners may experience reduced income potential. The Proposed Ordinance may help limit displacement among lower-income households, who are disproportionately renters. Potential fiscal impacts, such as increased property and transfer tax revenues from conversion of rental units to ownership, are possible but expected to be minor under current conditions.
Redwood City will incur significant one-time and ongoing costs to implement and administer a rent stabilization program. Based on estimates in Table 13, annual program costs are projected to range from approximately $4.0 million to $10.1 million, depending on staffing levels and enforcement approach (plus additional, one-time startup costs). Peer city experience suggests that a minimum of seven full-time staff would be required to implement a basic program, with higher staffing levels needed for more active enforcement. To fully recover annual costs, the required per-unit fee is estimated to range from approximately $246 to $622 per rental unit per year, exceeding the minimal fee levels specified in the Proposed Ordinance[4].
The Proposed Ordinance may create financial and operational challenges for deed-restricted affordable housing. Redwood City has approximately 1,400 deed-restricted affordable housing units as well as approximately 400 affordable housing units in the pipeline[5] that could be affected by the Proposed Ordinance, including through program fees, administration, and tenant protection requirements. Of these units, approximately 625 would be subject to the rent control provisions because they were built before 1995. While these units are already income-restricted, older affordable housing projects often operate with limited financial flexibility and will be subject to program fees included in the Proposed Ordinance. This financial impact may be exacerbated for the units subject to rent control if allowable rent increases fall below what would otherwise be allowed based on Area Median Income (AMI). In addition, requirements tied to income restrictions may also create operational complexity. For example, when tenant incomes rise above initial thresholds, rents may not be increased, potentially creating shortfalls in revenues.

[4] The Proposed Ordinance includes initial fees of $84 per unit for units that are not subject to rent stabilization, and $120 per unit for units that are subject to rent stabilization.

[5] Pipeline projects include projects that have submitted a planning application with the City or have received entitlement approvals but haven't pulled building permits yet

If State law governing rent control were modified in the future, the Proposed Ordinance could have significantly broader economic and housing market impacts.
While Costa-Hawkins currently limits the scope of local rent control, it has been subject to prior repeal efforts and could be modified in the future. In such a scenario, the Proposed Ordinance could apply to a majority of the City's rental housing stock, including single-family homes, condominiums, and most units older than ten years. Expanded coverage would likely reduce the feasibility of new market-rate rental housing by constraining long-term revenue growth and could incentivize conversion of rental housing, particularly single-family units, to ownership. While this may generate short-term increases in property-related tax revenues, over the long term it could reduce rental housing supply and impact affordability for new residents.

Elections Code 9215

California Elections Code Section 9215 outlines the actions a legislative body must take when presented with a valid initiative measure. Because the 9212 Report has been presented to the City Council, the City Council has two options:

1. Adopt, without alteration, the Proposed Ordinance within 10 days; or

2. Order an election for November 3, 2026, and submit the Proposed Ordinance, without alteration, to be voted on at that election.

If the City Council chooses to adopt the Proposed Ordinance (Option 1), it would become effective 30 days after adoption.

Projected Implementation Timeline

As noted above, if the City Council were to adopt the Proposed Ordinance, it would become effective 30 days after adoption. If the Proposed Ordinance were instead placed on the November 3, 2026 ballot and approved by the voters, the Proposed Ordinance would go into effect 10 days after the vote is declared by the City Council. Due to these expedited effective dates, initial implementation and administration tasks would fall on existing City staff. This would require a de-prioritization of other work, and staff would make best efforts to administer the minimum level of enforcement required by the Proposed Ordinance. As noted in the 9212 Report, implementation will require hiring new staff as well as reclassifying existing staff position(s) to take on these additional responsibilities and to ensure adequate capacity to manage both the rent control program and other housing programs. Full implementation will not be possible until these new staff positions are created and filled.

Based on implementation timelines for the City's Tenant Protection Ordinance, staff estimate initial implementation for the Proposed Ordinance to take between four to six months and would include:

- Establishing a base rent
- Initial outreach and education to tenants and landlords
- Establishing the initial rental housing fee (as outlined in the Proposed Ordinance) and the mechanisms to collect the fee

- Collecting copies of notices of termination of tenancy, unlawful detainer complaints, rent increases, and changes in terms of tenancy, and establishing an interim database until a comprehensive rental registry software can be implemented
- Establishing rules and regulations for the Proposed Ordinance
- Hiring consultants, including legal service providers for low-income tenants and hearing officers
- Drafting optional notices and forms for landlords and tenants to use

Full implementation and program scaling could take up to one year or more. Implementation tasks include, but are not limited to, the following:

- Creating new positions and hiring new staff (*may take 7 to 9 months*)
- Finding new office space and completing tenant improvement work, as needed (*existing City facilities are insufficient to accommodate even the minimum level of staff the program would require*)
- Conducting a fee study to determine the fee required for full cost recovery of the program, establishing an updated fee, and proactively enforcing the fee
- Procuring and implementing rental registry software as well as managing and tracking the database
- Updating and refining the rules and regulations for the Proposed Ordinance, as needed
- Proactively enforcing any requirements
- Reporting annually to the City Council
- Continuing outreach and education

EQUITY IMPACT STATEMENT

Some equity impacts are considered in the 9212 Report, but it is not currently feasible to provide an in-depth analysis of local impacts without significant additional cost and staff burden. Should the City Council request it, staff can provide an equity analysis separate from the 9212 Report, at a to-be-determined later date. Should the Council choose option 1 (adopt the Proposed Ordinance) or if City Council chooses option 2 and the Proposed Ordinance is approved by the voters, staff would apply an equity lens to the implementation process.

FISCAL IMPACT

The City is obligated to reimburse the San Mateo County Elections Office for costs associated with conducting the petition signature verification. While Elections staff did not provide a cost estimate, the amount due will be based on the total amount of time taken to complete the work and the total number of staff assigned to verify signatures. As previously noted, the City had already engaged EPS to prepare the 9212 Report and the associated cost was $25,875.

Should the Proposed Ordinance be approved, preliminary estimates from the 9212 Report suggest one-time start-up costs ranging from $320,000 to $690,000 for tenant improvements and equipment and on-going program administration costs ranging from about $4 million to $10.1 million per year. These ongoing costs include personnel, office space and overhead.

The Proposed Ordinance includes an initial rental housing fee of $120 per unit, per year for fully covered units and $84 per unit per year for partially covered units. Preliminary estimates from the 9212 Report suggest that these recommended fees would cover 16 percent to 40 percent of the expected program costs, depending on the level of staffing. The Proposed Ordinance provides that the City Council shall ensure that a fee is set at a level sufficient to fund the duties and responsibilities of the program, and the actual fee amount will be determined by the City Council after the program provides a recommendation to the City Council. The Proposed Ordinance requires that the program and staff will only be funded by the fee and not from the general fund. However, the City shall front any necessary funds to cover start-up costs until the fees are collected.

Based on data from Bay Area jurisdictions with similar rent control programs, the 9212 Report estimates payment compliance of 92%. Relatedly, the City currently requires all rental properties with 2 or more units to have a business license with the City. It's estimated that approximately 98% of units have a business license. However, the City does not require single unit rentals (estimated at approximately 4,500 units) to have a business license.

While the City is unable to predict the exact level of compliance, it's reasonable to assume that there will be some level of non-compliance. Assuming a level of non-compliance ranging from 2-8% based on the examples above, the City could expect a potential funding shortfall between $80,000 to $808,000 in annual program funding. Additionally, the City may incur additional costs related to collection and enforcement actions for non-payment of required fees.

If the City Council calls for an election to place the Proposed Ordinance on the November 3, 2026 ballot, the City will contract with the San Mateo County Elections Office to facilitate the election. The estimate for total election services, including one measure and three municipal officers is approximately $226,000-$408,000, depending on a variety of factors including the number of pages required to publish the text of the measure in the voter information pamphlet. Historically, it takes up to four months after the election to receive the final invoice for election services. The City currently has a budget of approximately $300,000 for election services. Should the costs exceed that, staff will need to seek a budget amendment.

ENVIRONMENTAL REVIEW

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

PUBLIC NOTICE

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

ALTERNATIVES

There are no alternatives as the City Council must act pursuant to Election Code section 9215.

ATTACHMENTS

Attachment A – Proposed Ordinance
Attachment B – Title and Summary prepared by the City Attorney
Attachment C – San Mateo County Elections Office Confirmation
Attachment D – City Clerk Certification of Sufficiency
Attachment E – Resolution calling for an election on November 3, 2026 - initiative measure
Attachment F – 9212 Report prepared by Economic & Planning Systems
Attachment G – May 8, 2026 letter from Bell, McAndrews & Hiltachk, LLP

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RECEIVED
OCT 29 2025
City of Redwood City
City Clerk

AN ORDINANCE OF THE PEOPLE OF THE CITY OF REDWOOD CITY REPEALING REDWOOD CITY MUNICIPAL CODE CHAPTERS 42 AND 42A AND ADOPTING A NEW CHAPTER 42

The People of Redwood City do hereby ordain as follows:

Section 1. Amendment of Redwood City Municipal Code to Repeal Chapters 42 and 42A and Adopt a New Chapter 42. The Redwood City Municipal Code is hereby amended by deleting Chapter 42 and 42A and adopting in the place of Chapter 42 an Ordinance which shall read as follows:

Sec. 42.1. - TITLE AND PURPOSE:

This Chapter shall be known as the Redwood City Fair and Affordable Housing Ordinance. The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Redwood City by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring landlords a fair and reasonable return on their investment.

Sec. 42.2. - FINDINGS:

A. There is a shortage of decent, safe, affordable, and sanitary housing in the City of Redwood City.

B. The prolonged affordable housing crisis in the City of Redwood City disproportionately impacts low income and working class households, senior citizens, people of color, immigrants, and people with disabilities; increases homelessness and crime; and harms neighborhood stability and cohesion.

C. Residential tenants, who constitute approximately fifty (50) percent of the residents of Redwood City, suffer great and serious hardship when forced to move from their homes.

D. According to the American Communities Survey 2023-5 Year Estimates, as of 2023, seventy-one (71) percent of Black households and seventy-three (73) percent of Latino households in Redwood City are renters, meaning that renters' rights are a racial equity issue and strengthening tenant protections furthers fair housing.

E. State laws that eliminate limits on rent increases when a rental unit becomes vacant provide added economic incentive for landlords to evict tenants.

F. Tenants should not consistently face the threat of losing their homes at no fault of their own. Common sense protections against unfair evictions are needed in Redwood City to protect long-time and low-income residents from landlords who game the system to try to take advantage of high rents.

G. According to the Comprehensive Housing Affordability Strategy data for Redwood City from the U.S. Department of Housing and Urban Development, at least 7,335 renter households in Redwood City, representing forty-seven (47) percent of renters, are rent burdened, which means that they spend more than thirty (30) percent of their income on rent. Without rent stabilization, a tenant who moved into a unit they could afford can very quickly find themselves rent burdened.

H. According to the same data source, between eighty-four (84) and ninety (90) percent of very low-income households (making less than fifty (50) percent area median income) in Redwood City are rent burdened.

I. According to the 2024 Analysis of Corporate Ownership of Multifamily Rental Properties in Redwood City by the Anti-Eviction Mapping Project, eighty-seven (87) percent of multi-family rental units in Redwood City are owned by corporations and real estate trusts. These corporate owners charge the highest rents compared to all other owners. In contrast, "Mom-and-pop" landlords make up less than two (2) percent of multi-family rental units in Redwood City.

J. According to the same report, three of the four Redwood City neighborhoods where renters experienced the highest rate of rent increases between 2020 and 2023 are the same neighborhoods with the highest concentration of corporate-owned multi-family rental units that are eligible to be protected by rent control.

K. Given the increased housing cost burden and poverty faced by many Redwood City residents, excessive rent increases threaten the public health, safety, and welfare of Redwood City residents, including seniors; people with disabilities; those on fixed incomes; those with very low, low, and moderate income levels; and those with other special needs. Such persons are often forced to choose between paying rent and providing food, clothing, and medical care for themselves and their families.

L. The problem of rent increases in Redwood City has reached a crisis level, with rents consistently rising at rates higher than inflation and average wage growth.

M. Without sufficient and long-term eviction protections, many tenants "self-evict" and move out, even without adequate replacement housing, rather than face future legal eviction that could impact their ability to find new housing.

N. Evictions can lead to homelessness.

O. According to the 2024 San Mateo County One Day Homelessness Count and Survey, the number of people experiencing homelessness in San Mateo County on the night of the Count increased by eighteen (18) percent between 2022 and 2024.

P. Tenants in Redwood City have experienced significant displacement caused by a lack of legal protections against no-fault evictions. Without additional legal protections, such problems are expected to recur.

Q. Construction and repairs on rental units or adjacent to such units can create hardships for tenants, especially those who are senior citizens, persons on fixed incomes, and members of low and moderate-income households. However, both preventative maintenance and code enforcement related maintenance sometimes involve the replacement or substantial modification of major building systems or the abatement of hazardous materials and, by their very nature, generally make rental units temporarily untenantable, as defined by California Civil Code Section 1941.1. Additionally, the State of California has passed several laws which have streamlined the ability of landlords to build on lots next to residential units that are already occupied by residential housing. These provisions have recently been extended to include not only units built in owner-occupied lots but also investment properties owned by developers who do not live in the community where they own property.

R. In accordance with California Civil Code Section 1946.2(i)(1)(B), the local government finds that this chapter is more protective than the provisions of California Civil Code Section 1946.2 for the following reasons:

1. The just cause for termination of a residential tenancy under this chapter is consistent with California Civil Code Section 1946.2; and

2. This chapter further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law.

S. On December 11th, 2023, this Ordinance was first filed with the City Clerk of Redwood City as a potential ballot measure, providing notice of the provisions of this Chapter.

Sec. 42.3. - APPLICABILITY AND EXEMPTIONS:

A. **Applicability of this Chapter**. This Chapter applies to all residential rental units except for those units that are exempted.

B. **Exemptions from this Chapter.** The following rental units are exempt from all provisions of this chapter:

1. Rental units in hotels, motels, and inns which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply:

a. to a tenant who has lived at the property for more than thirty (30) continuous days;

b. to a tenant who has entered into an agreement to lease a rental unit for thirty (30) days or more; or

c. where a landlord has violated California Civil Code 1940.1 with regard to the tenant.

2. Rental units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code Section 202 that is solely owned and operated by an accredited institution of higher education.

3. A rental unit that has been the primary residence of the landlord since the beginning of the tenancy, and where the landlord shares a bathroom or kitchen with the tenant. A landlord, as used in subsection 42.3(B)(3), means a natural person who has at least a fifty-one (51) percent recorded ownership interest in the property.

Sec. 42.4. - EXEMPTED ONLY FROM RENT STABILIZATION:

A. Rental units exempt pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code Sections 1954.50—1954.535) are exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization).

    1. If the Costa-Hawkins Rental Housing Act is repealed, by operation of law, the following exemption from Section 42.6 and Section 42.15 shall come into effect:
        a. Housing that has been issued a certificate of occupancy within the previous 10 years is exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization).
    2. If the Costa-Hawkins Rental Housing Act is amended, by operation of law, the following exemption from rent stabilization shall come into effect:
        a. Rental units exempt pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code Sections 1954.50—1954.535), as amended, are exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization). Notwithstanding any amendment to the Costa-Hawkins Rental Housing Act, housing that has been issued a certificate of occupancy within the previous 10 years is exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization).

B. Rental units fully owned, operated, and managed by a San Mateo County government unit, agency, or authority. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units.

Sec. 42.5. - DEFINITIONS:

The following words or phrases as used in this chapter shall have the following meanings:

A. "Annual allowable rent increase" means the percent by which a landlord may increase the rent for any controlled rental unit each year without an order from a hearing examiner.

B. "City" means the City of Redwood City.

C. "Consumer Price Index" means the rate of inflation using the Consumer Price Index of All Urban Consumers, San Francisco-San Mateo-Redwood City region, as reported and published by the U.S. Department of Labor, the U.S. Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics and as published by the Program.

D. "Controlled rental units" means all rental units in the City of Redwood City except those units exempt as defined in Subsection 42.3(B) and Section 42.4.

E. "Council" means the Redwood City Council.

F. "Creditworthiness" means any standard for determining whether a tenant is suitable to receive credit or reliable to pay money owed, including any financial or income standard created by a landlord as part of a rental application.

G. "Disabled" or "disability" shall have the definition as given in California Government Code Section 12955.3.

H. "Educator" means any person who works at a school in the Redwood City School District, Sequoia Union High School District, or Belmont-Redwood Shores School District as an employee of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

I. "Fair market rent" means the dollar amount determined by the U.S. Department of Housing and Urban Development for a unit of equivalent size in the San Francisco, CA HUD Metro FMR Area for the fiscal year in which the rent is demanded, as published on the San Mateo Housing Authority website.

J. "Housing Services" means amenities or services provided by the landlord in connection with a tenancy. Housing services include, but are not limited to, repairs, maintenance, painting, light, hot and cold water, electricity service, heating service, sewer service, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitorial services, pest control, in-unit appliances, access to exterior doors, entry systems, and gates, refuse removal, furnishings, landline telephone, parking, the right to have a specified number of occupants or tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Housing services for a rental unit include a proportionate part of services provided to common facilities of the building where the rental unit is located. In addition, a tenant's right to engage in organizing activities, to receive assistance from a tenant association, and to have organizing activities occur at the property shall qualify as a housing service, and a landlord's failure to confer in good faith with a tenant association may support a petition for a substantial decrease in housing services.

K. "Landlord" means an owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

L. "Maximum allowable rent" means the maximum rent which a landlord may legally charge for any controlled rental unit covered by this chapter.

M. "Organizing activities" means concerted activities by tenants or individuals acting on behalf of tenants for their shared collective interests as tenants, regardless of whether they share the same landlord or management company. Collective interests may include concerns regarding housing services, repairs and maintenance, security, rent amounts or rent increases, evictions, discrimination, or harassment. Organizing activities shall include, but are not limited to:

1. Engaging with other tenants for the purpose of mutual aid and protection;
2. Convening tenant or tenant association meetings in an appropriate space accessible to tenants under the terms of their rental agreement;
3. Providing property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property;
4. Distributing and posting literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards, or communicating with other tenants about their rights;
5. Advocating for government action or legislation addressing issues of particular concern to tenants;
6. Initiating contact with other tenants, including by conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a tenant association;
7. The operations of a tenant association, including joining or supporting a tenant association; or
8. Otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern.

N. "Primary residence" means a housing unit that is an individual's usual place of return. Occupancy of a primary residence does not require an individual to be physically present in the unit at all times or continuously.

1. Factors that indicate primary residence include:
    a. The individual carries on basic living activities at the residence for extended periods;

b. The residence is listed with other public agencies, including federal, state and local taxing authorities as the individual's primary residence;

c. Utilities are billed to and paid by the individual at the residence;

d. A homeowner's tax exemption for the individual has not been filed for a different property;

e. The individual is not registered to vote at any other location;

f. All or most of the individual's personal possessions have been moved into the residence;

g. The residence is the place the individual normally returns to as their home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence;

h. Other relevant factors illustrating primary residence.

2. In order for a housing unit to qualify as a primary residence by a landlord, ownership must be held by the natural person claiming primary residence and cannot be held by a limited liability corporation, limited partnership, or other corporate structure. A housing unit owned by a living trust may qualify as a primary residence if the trust beneficiary meets the above criteria, so long as the landlord provides documentation to the Program of the name and address of all trust beneficiaries.

O. "Property" means all rental units on a parcel or lot, including any associated common areas.

P. "Rent" means all periodic payments and all nonmonetary consideration a tenant pays in exchange for the use or occupancy of a rental unit and common areas, including all payment and consideration for housing services. Nonmonetary compensation includes the fair market value of goods, labor performed, or services rendered to or for the benefit of the landlord under a rental agreement.

Q. "Rent Stabilization Program administrator" or "program administrator" means a person designated by the City to administer and oversee the Program.

R. "Rent Stabilization and Tenant Protections Program" or "Program" means the city department that implements and enforces this chapter.

S. "Rental agreement" means an agreement, oral, written, or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services.

T. "Rental housing fee" means the fee described in Subsection 42.15(D).

U. "Rental unit" means any unit in any real property, rented or offered for rent for residential purposes, regardless of zoning or permitting status, together with all housing services connected with use or occupancy of the real property such as common areas and recreational facilities held out for use by a tenant. A room or rooms rented separately from other rooms at the same real property shall constitute a single rental unit, even if tenants share other common spaces or amenities.

V. "School Year" means either the Redwood City School District, Sequoia Union High School District, or Belmont-Redwood Shores School District school year, starting with the first (1st) day of instruction for the fall semester through two weeks after the last day of instruction for the spring semester, as posted on the district website each year. For an Educator, the applicable School Year shall be for the District in which the Educator is employed at the time a notice of termination is served. For a child, the applicable School Year shall be for the Redwood City School District if the child is in Pre-K through 8th grade and Sequoia Union High School District if in High School, unless the Rental Unit in question is in the Belmont-Redwood Shores School District, in which case that School Year shall apply.

W. "Tenant" means a tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental agreement to use or occupy a rental unit.

X. "Tenant association" means a group of tenants that has a primary purpose of addressing housing services and conditions, community life, landlord-tenant relations, and/or similar issues of common interest or concern among tenants on the same property or sharing the same landlord, as provided for in Subsection 42.13(B).

Y. "Tenant household" means all persons living together in one rental unit under one rental agreement.

Z. "Utility" and "utilities" means the provision of gas, heat, electricity, water, hot water, sewer, refuse removal, telephone, cable, or internet.

Sec. 42.6. - RENT STABILIZATION FOR CONTROLLED RENTAL UNITS:

A. No landlord shall charge rent or increase rent for a controlled rental unit to an amount greater than the base rent, as specified in subsection 42.6(D) plus any lawful rent increases allowed under this chapter. In the event that there is an original tenant and subsequent additional tenants, the total rent charged to all tenants by the original tenant cannot be more than what can be charged by the landlord.

B. A landlord may set the initial rent for a new tenancy to the extent permitted by state law. After that, a landlord may only increase the rent as allowed by this chapter.

C. **Annual Allowable Rent Increase.**

1. A landlord may increase the rent each year by an amount equal to the annual allowable rent increase.

2. The annual allowable rent increase shall be equal to sixty (60) percent of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-San Mateo-Redwood City region as published by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) for the 12-month period ending as of April of the current year.

3. The new annual allowable rent increase will take effect each year on September 1st.

4. In no event will the annual allowable rent increase be less than zero (0) percent or greater than five (5) percent.

5. The Program shall publicize the annual allowable rent Increase amount each year by no later than August 1st.

6. No unused portion of an annual allowable rent increase may be banked, carried over, or combined with future increases.

D. **Calculation of Base Rent.**

1. Initial rollback. Beginning the effective date of this chapter, no landlord shall charge more rent for any controlled rental unit than the rent amount in effect on October 29, 2025 except for increases expressly allowed under this chapter. For a tenancy that began before October 29, 2025, the rent in effect on that date shall be the base rent.

2. For tenancies beginning after October 29, 2025 the base rent is the initial rental rate in effect on the date the tenancy begins. As used in this subsection 42.6(D)(2), the term "initial rental rate" means only the amount of rent actually paid by the tenant for the initial term of the tenancy.

E. **Utilities.** A landlord shall not charge a tenant for utilities in addition to rent. Utilities may be paid by a tenant when the utility service is separately or individually metered and the utility account is registered to the tenant at the inception of the tenancy. A landlord may also submeter in accordance with California Civil Code § 1954.201 *et seq.* Any attempt by a landlord to allocate or divide the landlord's utility charges to tenants, or divide bills for housing services between units, including but not limited to using a ratio utility billing systems (RUBS) is expressly prohibited regardless of whether authorized by the rental agreement or any written lease provision.

Sec. 42.7. - JUST CAUSE FOR EVICTION PROTECTIONS:

A. **Just Cause Required.** No landlord shall take action to terminate any tenancy unless the landlord is able to prove the existence of one of the following at-fault or no-fault grounds in Sections 42.8 and 42.9. The grounds must be stated in the termination notice that the court action is based upon.

B. Actions to which this section 42.7 applies include, but are not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, bringing any court action to recover possession or be granted recovery of possession of a rental unit, including by seeking the entry of an eviction judgment, or by causing or permitting a writ of possession to be entered or executed, or by endeavoring to recover possession of the rental unit in any other way.

Sec. 42.8. AT-FAULT JUST CAUSES FOR EVICTION:

The following are the only at-fault just causes for which a landlord may terminate a tenancy under this chapter:

A. **Failure to Pay Rent.** The tenant failed to pay the rent to which the landlord is legally entitled under the rental agreement, this chapter, or federal, state, or any other local law.
   1. However, this subsection shall not constitute grounds for eviction where the tenant has withheld rent pursuant to applicable law.

   2. In any action to recover possession of a rental unit filed under this subsection 42.8(A), it shall be a defense that the landlord impeded the tenant's effort to pay rent by refusing to accept rent that a third party paid on behalf of the tenant or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party.

B. **Breach of Lease.** The tenant has continued, after written notice to cease, to substantially violate any of the written material terms of the rental agreement, except the requirement to surrender possession on proper notice as required by law.

   1. A tenant may be evicted for breach of lease only where the tenant has, after written notice to cease, substantially violated a reasonable and legal material term of the rental agreement that was accepted in writing by the tenant. If such terms were added to the rental agreement after the initial creation of the tenancy, the landlord must have first notified the tenant in writing that acceptance of those terms was not required. To establish a substantial violation, the landlord must demonstrate that: (1) the violation caused substantial actual injury to the landlord or to other residents; and (2) the tenant's conduct was unreasonable under the circumstances. Minor, technical, or de minimis violations shall not constitute a breach of lease for purposes of eviction under this chapter.

   2. Notwithstanding any lease provision to the contrary, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the rental unit if the landlord has unreasonably withheld the right to sublease following a written request by the tenant. The tenant must continue to reside in the rental unit as their primary residence and the sublease must replace one or more departed tenants under the rental agreement on a one-for-one basis.

a. A landlord's refusal of a subtenant must state the reason for the refusal. If the landlord fails to respond to the tenant's request to sublease in writing within fourteen (14) days of receipt of the tenant's request, the tenant's request shall be deemed approved by the landlord.

b. A landlord's reasonable refusal of the tenant's written request may not be based on the proposed occupant's lack of creditworthiness, if the occupant will not be legally obligated to pay some or all of the rent directly to the landlord.

3. **Protections for Families.** Notwithstanding any contrary provision in this section 42.8(B), a landlord shall not attempt to recover possession of a rental unit as a result of the addition to the rental unit of a tenant's child, parent, grandchild, grandparent, brother, sister, or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a tenant, so long as the number of occupants does not exceed the maximum lawful number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code Section 17922.

C. **Cause Substantial Damage to Unit.** The tenant has caused substantial damage to or expressly permitted substantial damage to the rental unit and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time.

D. **Nuisance.** The tenant has created a threat to the health or safety of other occupants of the property or of the immediate neighbors of the property. The fact that a tenant has been the victim of a crime, or contacted the police or other emergency services, in and of itself, is not evidence of nuisance for purposes of this subsection 42.8(D). Conduct by a tenant that is the result of their status as a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or another crime against the tenant shall not constitute nuisance under this section, provided that the tenant can provide documentation or other evidence consistent with protections afforded under California Civil Code Sections 1946.7–1946.8 or other applicable state or federal law.

E. **Failure to Give Access.** The tenant has continued to refuse, after the landlord has served the tenant with a written notice, to grant the landlord reasonable access to the rental unit for the purposes of showing the unit to a prospective purchaser or mortgagee or making necessary repairs or improvements required by the law. Unless necessary due to a documented emergency affecting a tenant's health and/or safety, all repair or improvement work will be scheduled in compliance with the tenant safety plan and Section 42.10 and any applicable Program regulations.

1. To terminate a tenancy under this subsection 42.8(E), a landlord:

a. Must show that they provided written notice to the tenant in compliance with California Civil Code Section 1954 and all necessary repair or improvement work was scheduled in compliance with this ordinance and all applicable Program regulations.

b. Shall serve the tenant a written notice of the violation that provides the tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The warning notice shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings and include sufficient details of the violation to allow the tenant to reasonably comply and any information necessary to determine the date, time, place, witnesses present, and the circumstances concerning the reason for the notice. Any such warning notice must be attached to a notice terminating tenancy.

2. Tenants may request that workers, agents, or any other people requesting access to their rental unit wear face masks and may deny access if such a request is refused.

F. **Return to Primary Residence.** The landlord seeks in good faith to recover possession of a separately alienable single-family home or condominium unit for their occupancy as a primary residence after the tenant failed to vacate upon proper notice. This shall apply only where the landlord has previously occupied the rental unit as their primary residence and has the right to recover possession of the unit for their occupancy as a primary residence under an existing written rental agreement with the current tenants for a term of no more than twelve (12) consecutive months.

1. The tenant must be provided, at the inception of the tenancy, with a written statement that includes the length of the tenancy and that the tenancy may be terminated at the end of the temporary tenancy period with no further good cause. This statement must be included in bold text and size 14 font on the first page of the lease agreement.

2. No relocation payment is required under this subsection 42.8(F). However, if the landlord fails to move in within ninety (90) days of the tenant vacating or re-rents the rental unit, any new tenant moving into the rental unit will have as the original base rent the rent in effect at the time the previous tenant vacated.

Sec. 42.9. - NO FAULT JUST CAUSES FOR EVICTION:

A. The following are the only no-fault just causes for which a landlord may terminate a tenancy under this chapter:

1. **Owner Move-In.** The landlord seeks to recover possession in good faith for use as a primary residence by the landlord or the landlord's designated relative or by a professional caretaker who meets the requirements of subsection 42.9(A)(1)(d).

a. For purposes of this subsection 42.9(A)(1), "designated relative" shall mean a landlord's spouse, domestic partner, child, parent, or grandparent.

b. A landlord, as used in subsection 42.9(A)(1), means a natural person who has at least a fifty-one (51) percent recorded ownership interest in the property.

c. The landlord or designated relative or professional caretaker must intend in good faith to move into the rental unit within ninety (90) days after the tenant vacates and to occupy the rental unit as a primary residence for at least thirty-six (36) consecutive months.

d. Where a landlord or their designated relative as listed in subsection 42.9(A)(1) already lives at the property and is over the age of 65 or disabled, a professional caretaker of that landlord or designated relative may additionally qualify as a valid person for whose use of the rental unit the landlord may recover possession under subsection 42.9(A)(1). All other requirements under this subsection 42.9(A)(1) shall continue to apply. If a professional caretaker who has moved into a rental unit under this subsection 42.9(A)(1)(d) is subsequently charged rent for the rental unit, it cannot be more than the previous rent in effect at the time the previous tenant vacated.

e. Except as provided in subsection 42.9(A)(1)(d), above, no eviction may take place under subsection 42.9(A)(1) if the same landlord or the same designated relative already occupies a rental unit on the property, or if a comparable vacancy already exists at the property. Only one specific unit per property may undergo an "owner move-in" eviction. Once a landlord has successfully recovered possession of a rental unit pursuant to subsection 42.9(A)(1), no other landlords may recover possession of any other rental unit at the property under subsection 42.9(A)(1). Any future evictions taking place at the same property under subsection 42.9(A)(1) must be of that same rental unit. At all times, a landlord may make a request to the Program for a reasonable accommodation if the landlord or enumerated relative is disabled and a different unit is necessary to accommodate the person's disability.

f. A landlord who has terminated a tenancy for a rental unit under subsection 42.9(A)(1) may not terminate a tenancy for a tenant who subsequently reoccupies a rental unit after termination of tenancy under subsection 42.9(A)(1) or relocates to a comparable rental unit on the same property for a period of four (4) years beginning from the date of the latest notice terminating the tenancy.

g. A notice terminating a tenancy under subsection 42.9(A)(1) shall contain the name, address of primary residence, and relationship to the landlord of the person intended to occupy the rental unit, a list of all real property owned by each intended future occupant, the amount of monthly rent charged to the current tenant, and the address of the real property, if any, on which each intended future occupant claims a homeowner's property tax exemption.

h. If the landlord, designated relative, or professional caretaker specified on the notice terminating the tenancy fails to occupy the rental unit within ninety (90) days after the tenant vacates, the landlord shall:

   i. Offer the rental unit to the tenant who vacated it at the same rent in effect at the time the tenant vacated; and

   ii. Pay to said tenant all reasonable expenses incurred in moving to and from the rental unit, including lease termination fees. This subsection 42.9(A)(1)(h)(ii) does not limit any other remedies a tenant may have under this chapter or applicable law.

i. If the landlord, designated relative, or professional caretaker specified on the notice terminating tenancy fails to occupy the rental unit within ninety (90) days or fails to occupy the rental unit for at least thirty-six (36) months, and the previous tenant declines to move back into the rental unit, any new tenant moving into the rental unit will have as the original base rent the rent in effect at the time the previous tenant vacated.

j. **Eviction Protection for Elderly, Disabled, or Terminally Ill Tenants.** A landlord may not evict a tenant under subsection 42.9(A)(1) if:

   i. The tenant has resided in the rental unit for at least three (3) years and is either at least 62 years of age or disabled; or

   ii. The tenant is certified as being terminally ill by the tenant's treating physician.

   For the purposes of this subsection 42.9(A)(1)(j), notwithstanding the above, a landlord may evict a tenant who qualifies for the exemption because they are disabled if the landlord or designated relative who will occupy the rental unit is also disabled and no other units are available at the property. Likewise, a landlord may evict a tenant who qualifies for the exemption because they are terminally ill if the landlord or designated relative who will occupy the rental unit is also terminally ill and no other units are available at the property.

k. **School Year Protections for Educators and Students.** It shall be a complete defense to an action to recover possession under this subsection 42.9(A)(1) if:

i. A child under the age of 21 or any educator resides in the unit and the child or educator is a tenant in the unit or the child has a custodial or family relationship with a tenant in the unit;

ii. The tenant has resided in the unit for twelve (12) months or more; and

iii. The expiration date of the notice of termination of tenancy falls during the school year.

l. A landlord may not evict a tenant under subsection 42.9(A)(1) if there is a comparable rental unit at the property occupied by a tenant who moved onto the property more recently than the tenant from whom the landlord seeks to recover possession.

2. **Withdrawal from Rental Market.** The landlord seeks in good faith to recover possession of all rental units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (California Government Code Section 7060 et seq.). The landlord must have fulfilled all requirements of this chapter and all regulations passed by the Program initiating the procedure for withdrawing rental units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the rental units. Tenants shall be entitled to a minimum of one hundred twenty (120) day notice of termination of tenancy. If a tenant is at least sixty-two (62) years of age or disabled, the notice period shall be one (1) year. Notice times may be increased by regulation if state law allows for additional time.

The following shall apply to a unit where the landlord recovers possession pursuant to subsection 42.9(A)(2):

a. **Re-rental Within Two Years.** If the rental unit is offered again for rent or lease for residential purposes within two (2) years of the date the rental unit was withdrawn from rent or lease, the following shall apply:

i. The landlord of the rental unit shall be liable to any tenant who was displaced from the property by that action for actual and punitive damages. Any action by a tenant pursuant to this paragraph shall be brought within three (3) years of the withdrawal of the rental unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

ii. The Program may institute a civil proceeding against the landlord for punitive damages for displacement of tenants. Any action pursuant to this paragraph shall be brought within three (3) years of the withdrawal of the rental unit from rent or lease.

iii. **Right to Reoccupy.** The landlord shall first offer the unit for rent or lease to the tenant displaced from that unit by the withdrawal pursuant to this chapter, if the tenant has advised the landlord by certified mail in writing within thirty (30) days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the landlord with an address to which that offer is to be directed. That tenant or former tenant may advise the landlord at any time during the eligibility of a change of address to which an offer is to be directed.

iv. If the tenant has advised the landlord of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstate a rental agreement or lease on terms permitted by law to that displaced tenant. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the landlord as provided in this subsection 42.9(A)(2)(a), and shall describe the terms of the offer. The displaced tenant shall have thirty (30) days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid. The tenant shall have the option to offer an email address instead of a mailing address to receive such offers. However, the email address must be offered for this specific purpose to be considered offered.

b. **Re-rental of Rental Units Within Five Years.** If the rental unit is offered again for rent for residential purposes within five (5) years of the date the rental unit was withdrawn from rent, the rental unit shall be offered and rented at the lawful rent in effect at the time any notice of intent to withdraw the rental unit is filed with the Program, plus any lawful annual allowable rent increases. The provisions of this paragraph shall apply to all tenancies commenced during either of the following time periods:

i. The five-year period after any notice of intent to withdraw the rental unit is filed with the Program, whether the notice of intent is rescinded or the withdrawal of the rental unit is completed pursuant to the notice of intent.

ii. The five-year period after the rental unit is withdrawn.

This subsection 42.9(A)(2)(b) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

c. **Re-rental Within Ten Years.** A landlord who offers a rental unit for rent within ten (10) years from the date on which it is withdrawn shall first offer the unit to the tenant displaced from that unit by the withdrawal, if that tenant requests the offer in writing within thirty (30) days after the landlord has notified the Program of an intention to offer the rental unit again for residential rent or lease. The landlord of the rental unit shall be liable to any tenant who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract rent for six (6) months, and the payment of which shall not be construed to extinguish the landlord's obligation to comply with this subsection 42.9(A)(2).

d. **Demolition Restrictions.** If the rental unit(s) are demolished, and new rental unit(s) are constructed on the same property, and offered for rent or lease within five (5) years of the date the rental unit(s) were withdrawn from rent or lease, the newly constructed rental unit(s) shall be subject to the system of control established in Section 42.6 at which time they would be offered at the rent that was paid at the time the prior tenancy was terminated under this subsection 42.9(A)(2), notwithstanding any exemption from the system of controls for newly constructed rental units.

e. **Applicability to Successors in Interest.** When a landlord withdraws rental units from rent or lease pursuant to subsection 42.9(A)(2), the requirements of subsection 42.9(A)(2) shall apply to all successors in interest. The Program shall record a notice with the county recorder which shall specifically describe the real property where the rental unit is located, the dates applicable to the constraints and the name of the landlord of record of the real property. The notice shall be indexed in the grantor-grantee index. The Program shall charge a fee for the processing of evictions filed pursuant to subsection 42.9(A)(2).

f. **Notice of Withdrawal.** A landlord who seeks to demolish or withdraw a rental unit from the rental market under subsection 42.9(A)(2) must provide the Program with a notice, that states under the penalty of perjury:

   i. the number of rental units withdrawn;

   ii. the address or location of those rental units;

   iii. the name or names of the tenants of the rental units;

   iv. the lawful rent applicable to each rental unit.

As specified in California Civil Code Section 1947.7 (g), the name or names of the tenants, the rent applicable to any residential rental unit, and the total number of rental units is confidential information and for purposes of this chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the California Civil Code).

g. The landlord must record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the regulation from the Program which will require a certification that actions have been initiated as required by law to terminate any existing tenancies.

h. The landlord must notify the Program in writing of their intention to re-offer the rental unit for rent or lease.

i. The date on which the rental unit is withdrawn from rent or lease for purposes of this chapter is one hundred twenty (120) days from the delivery in person or by first-class mail of the notice of withdrawal to the Program. However, if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one (1) year prior to the date of delivery to the Program of the notice of intent to withdraw, then the date of withdrawal of the rental unit of that tenant shall be extended to one (1) year after the date of delivery of that notice to the Program, provided that the tenant gives written notice of their entitlement to an extension to the landlord within sixty (60) days of the date of delivery to the Program of the notice of intent to withdraw.

j. **Protections During Extension of Tenancy for Elderly or Disabled Tenants.** If a tenant notifies a landlord of their right to an extension pursuant to the previous subsection 42.9(A)(2)(i) in writing within sixty (60) days of the Program receiving the notice of intent to withdraw the rental unit, the following provisions shall apply:

    i. The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Program of the notice of intent to withdraw, subject to any adjustments otherwise available under this chapter.

    ii. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

    iii. The landlord may elect to extend the tenancy on any other rental unit within the rental property up to one (1) year after date of

delivery to the Program of the notice of intent to withdraw, subject to paragraphs (i) and (ii).

iv. Within thirty (30) days of the notification by the tenant to the landlord of their entitlement to an extension, the landlord shall give written notice to the Program of the claim that the tenant is entitled to stay in their rental unit for one (1) year after the date of delivery to the Program of the notice of intent to withdraw.

v. Within ninety (90) days of the date of delivery to the Program of the notice of intent to withdraw, the landlord shall give written notice of the landlord's election to extend a tenancy under paragraph (iii) and the revised date of withdrawal to the Program and any tenant whose tenancy is extended.

vi. The date of withdrawal for the rental unit as a whole, for purposes of calculating any time periods in this chapter, shall be the latest termination date among all tenants within the rental unit, as stated in the notices required by paragraphs (iv) and (v). A landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (iv) and (v) shall not extend the date of withdrawal.

k. The landlord must notify any tenant displaced pursuant to subsection 42.9(A)(2) of the following:

i. That the Program has been notified pursuant to subsection 42.9(A)(2)(f).

ii. That the notice to the Program specified the name and the amount of rent paid by the tenant as an occupant of the rental unit.

iii. The amount of rent the landlord specified in the notice to the Program.

iv. Notice to the tenant of their rights under section 42.9(A)(2)(a)(iii).

v. That if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one (1) year prior to the date of delivery to the Program of the notice of intent to withdraw, then tenancy shall be extended to one (1) year after date of delivery to the Program of the notice of intent to withdraw, provided that the tenant gives written notice of their entitlement to the landlord within sixty (60) days of date of delivery to the Program of the notice of intent to withdraw.

vi. That the extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the Program of the notice of intent to withdraw, subject to any adjustments otherwise available under section 42.6.

vii. That no party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

l. Not later than the last day of the third (3rd) and sixth (6th) calendar months following the month in which notice is given to the Program, and thereafter not later than December 31 of each calendar year for a period of five (5) years, beginning with the year in which the six-month notice is given, the landlord of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to subsection 42.9(A)(2) shall notify the Program, in writing, under penalty of perjury, for each such rental unit:

i. Whether the unit has been demolished;

ii. If the unit has not been demolished, whether it is in use;

iii. If it is in use, whether it is in residential use;

iv. If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the rental unit has been demolished, and one or more new units has been constructed on the lot, the landlord shall furnish the information required by items (ii), (iii), and (iv) for each new unit. The Program shall maintain a record of the notices received under this subsection 42.9(A)(2)(l) for each rental unit withdrawn from the rental market pursuant to subsection 42.9(A)(2).

m. The Program shall notify each person who is reported as having become a tenant in a vacated or new rental unit subject to the reporting requirements of subsection 42.9(A)(2)(l) that it maintains the records described in subsection 42.9(A)(2)(l) and that the rent of the rental unit may be restricted pursuant to subsection 42.9(A)(2).

n. The Program shall maintain a register of all rental units withdrawn from rent or lease under subsection 42.9(A)(2) and the rent applicable to each unit at the time of withdrawal. The Program shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the landlord notifies the Program that the rental unit or replacement unit will again be offered for rent or lease within ten (10) years of the date of withdrawal.

o. The Program may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the landlord has complied with the provisions of subsection 42.9(A)(2).

3. **Temporarily Vacate for Substantial Renovation.** The landlord, after having obtained all necessary permits from the City and an approved tenant safety plan on or before the date the notice of termination is given, seeks in good faith to perform substantial renovation to the property.

   a. For purposes of this subsection 42.9(A)(3), "substantial renovation" means repair or renovation work performed on a rental unit or on the building containing the rental unit that (1) brings the rental unit into compliance with applicable laws regarding building health and safety requirements by making substantial repairs, (2) cannot be performed while the tenant lives there, and (3) improves the property by prolonging its useful life or adding value. Substantial renovation must additionally involve one of the following:

      i. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit under the Redwood City Municipal Code;

      ii. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state, and local laws; or

      iii. Repairs required by a building official in a notice of violation.

   b. Where the landlord owns any other rental units in the city of Redwood City of the same number of bedrooms or fewer, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the tenant vacating the rental unit or a court of competent jurisdiction entering judgment awarding possession of the premises to the landlord, the landlord may notify the tenant in writing of the existence and address of each such vacant rental unit and offer it to the tenant as an alternative to providing the relocation payments required under Section 42.9(C), if the tenant so chooses. In such case, the landlord additionally shall offer the tenant the right, at the tenant's option, to enter into a rental agreement (to be designated as a "temporary rental agreement") for the available rental unit which the tenant may choose. The rent for such a unit shall not exceed the lesser of the lawful rent which may be charged for the available rental unit or the lawful rent in effect at the original rental unit at the time of the notice of termination of tenancy. The rental agreement for the replacement rental unit shall be for a term of the lesser of ninety (90)

days or until the substantial renovation is completed on the rental unit vacated by the tenant.

c. A notice terminating a tenancy under subsection 42.9(A)(3) must include the following information:

   i. A statement informing tenants of their right to relocation payments under this chapter.

   ii. The statement, "When the needed repairs are completed on your unit, the landlord must offer you the opportunity to return to your unit with a rental agreement that has the same terms as your original one and with the same rent."

   iii. A description of the substantial renovation to be completed and the approximate expected duration of the substantial renovation.

d. Where the landlord recovers possession under subsection 42.9(A)(3) either prior to or after an unlawful detainer judgment, the tenant must be given the right of first refusal to reoccupy the unit. The landlord shall notify the tenant household at least sixty (60) days in advance of the date the rental unit becomes available. Within thirty (30) days of receipt of the notice of availability, a tenant household must notify the landlord if it wishes to reoccupy the rental unit. The landlord must hold the rental unit vacant at no cost to the tenant for sixty (60) days from the date the tenant household's written notice of its intent to reoccupy the rental unit is received.

e. **School Year Protections for Educators and Students.** If the expiration date of the notice of termination of tenancy falls during the school year, the landlord must make a showing that the substantial renovation cannot wait to be completed after the school year. Otherwise, it shall be a defense to an action to recover possession under this subsection 42.9(A)(3) that:

   i. A child under the age of 21 or any educator lives in the unit and the child or educator is a tenant in the rental unit or the child has a custodial or family relationship with a tenant in the rental unit;

   ii. The tenant has lived in the rental unit for twelve (12) months or more; and

   iii. The expiration date of the notice of termination of tenancy falls during the school year.

B. **Right of Return and Right of First Refusal at the Same Rent.** All tenants that are displaced based on reasons under this section 42.9(A) shall have the right of first refusal

to return to a rental unit if it is ever returned to the rental market by the landlord or a successor landlord.

1. The new rental agreement shall include the same terms as the original, and the original base rent shall be the rent lawfully paid by the tenant at the time the landlord gave notice for which the basis was listed in this section 42.9.

2. Should the tenant decline to reoccupy the rental unit after it is returned to the rental market, the lawful base rent for the new tenancy shall be the rent lawfully paid by the former tenant at the time the landlord served the termination notice, plus any lawful annual allowable rent increases.

C. **Relocation for No Fault Evictions.**

1. A landlord seeking to recover possession under subsections 42.9(A) must make a relocation payment to the tenant household. The amount of the relocation payment shall be equal to four (4) times the monthly HUD fair market rent for the number of bedrooms in rental unit being vacated, per tenant household, or $12,000, whichever is greater. The landlord shall pay this amount at the time of service of the notice of termination of tenancy. If the notice of termination is withdrawn, the tenant shall return the relocation payment.

2. If any tenant of the tenant household is sixty-two (62) years of age or older, disabled, or terminally ill at the time a notice of intent to withdraw rental units under subsection 42.9(A) is filed with the Program, the tenant household shall be entitled to receive a payment of $6,000 in addition to the payment required by subsection 42.9(C)(1). A tenant must notify the landlord of their entitlement to this payment.

3. When a landlord disputes a tenant household's eligibility to receive standard or additional relocation assistance, either party may file a petition with the Program requesting a hearing to determine eligibility. Such petitions and hearings shall follow all applicable procedures specified in Section 42.15 and Program regulations. This is not an exclusive remedy.

4. Every year following the date of passage, both the minimum relocation payment provided for in subsection 42.9(C)(1) and the additional relocation payment provided for in subsection 42.9(C)(2) shall adjust annually at the rate of increase in the Consumer Price Index (as published by the Program) for the 12-month period ending as of April of the current year.

Sec. 42.10. TENANT SAFETY PLANS FOR REPAIRS, CONSTRUCTION, AND SUBSTANTIAL RENOVATION OF OCCUPIED RENTAL PROPERTIES

A. **Purpose.** The purpose of this section 42.10 is to facilitate investment by landlords in renovations and the construction of new housing without subjecting tenants to either untenantable housing conditions during such renovation work or forced permanent

displacement. A tenant safety plan requires landlords to mitigate such temporary untenantable conditions, either through actions to ensure that tenants can safely remain in place during construction, or through the temporary relocation of tenants to alternative housing accommodations. These two options should not be regarded as mutually exclusive but rather as complementary approaches that may be appropriate for different stages of the renovation process.

B. No landlord shall perform repair, construction, or substantial renovation on an occupied rental unit, a building containing occupied rental units, or on the same lot as the occupied rental unit, which requires a permit or is performed in response to an order to abate from the City building official, without first obtaining an approval of a tenant safety plan for such construction, renovations, or repairs.

    1. **Emergency Repair Exempted.** In the event that a necessary repair must be completed in less than forty-eight (48) hours to ensure the health and safety of a tenant household and no permit is required before work may commence, the work may commence without a tenant safety plan.

    2. **Substantial Renovation.** For purposes of this section 42.10, "substantial renovation" means work performed either on a rental unit or on the building containing the rental unit that brings the rental unit into compliance with the housing code by making substantial repairs and that cannot be made while the tenant lives there, improves the property by prolonging its useful life or adding value, and involves either or both of the following:

        a. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Redwood City Municipal Code.

        b. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state, and local laws.

C. The City (or the Program, at the discretion of the city manager) shall not approve a landlord's application for a permit for repairs, construction, or substantial renovation unless both of the following conditions have been met:

    1. The landlord has submitted a tenant safety plan to the Program which, in accordance with this section 42.10, the Program finds adequately mitigates the impact of the construction, renovation, or repairs upon affected tenants; and

    2. The landlord has submitted to the Program a declaration documenting that the landlord served to affected tenants both a notice of substantial renovation and a copy of the non-confidential portions of the tenant safety plan.

D. **Tenant Safety Plan Requirements.** At a minimum, a tenant safety plan shall provide the following information as well as any other information the Program deems necessary

to ensure that the impact of the renovation upon affected tenants is adequately mitigated:

1. Identification of the landlord, the general contractor responsible for the renovation, and any specialized contractor responsible for hazardous material abatement, including but not limited to lead-based paint and asbestos;

2. Identification of all affected tenants, including the current rent each tenant pays and the date of each tenant's last rent increase. In accordance with California Civil Code Section 1798 et seq., information regarding tenants shall be considered confidential;

3. Description of the scope of work covered in the construction, repair, or renovation. This description shall address the overall work to be performed on all affected rental units and common areas, the specific work to be undertaken on each affected rental unit, an estimate of the total project cost and time, and an estimate of the cost and time of renovation for each affected rental unit;

4. Identification of the impact of the renovation on the habitability of affected rental units, including a discussion of impact severity and duration of noise, utility interruption, exposure to hazardous materials, interruption of fire safety systems, inaccessibility of all or portions of each affected rental unit, other potential health hazards such as exposure to infectious diseases, and disruption of other housing services;

5. Identification of the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenantable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, and are not exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos. Such measures may include the adoption of work procedures that allow a tenant to remain on-site and/or the temporary relocation of tenants;

6. Identification of the impact of the renovation on the personal property of affected tenants, including work areas which must be cleared of furnishings and other tenant property, and the exposure of tenant property to theft or damage from hazards related to work or storage;

7. Identification of the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss; and

8. Identification of a phone number and email address of a responsible party who will be responsive to tenant complaints about the execution of the substantial renovation.

E. **Tenant Safety Plan Acceptance.** The Program shall make a determination of whether the landlord's proposed tenant safety plan is adequate within five (5) working days of the

date the Program receives the plan for review. The Program shall accept those plans which meet the requirements of this section 42.10 and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1, applicable local codes, and in accordance with any regulations or guidelines adopted by the Program, will adequately mitigate the impacts of renovation upon tenants.

1. The tenant safety plan may allow for the temporary disruption of major systems during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, without requiring the relocation of tenants in order to adequately mitigate the impacts upon the affected tenants.

2. The Program shall provide landlords with written indications of deficiencies which must be addressed whenever a tenant safety plan is determined to be inadequate. A landlord may submit an amended plan in order to correct identified deficiencies.

3. Once the Program has approved a landlord's proposed tenant safety plan, the landlord must provide impacted tenants a copy of the approved tenant safety plan along with a notice, as provided by the Program, of the tenant's right to appeal the tenant safety plan pursuant to subsection 42.10(E)(4).

4. Landlords and tenants may appeal the Program's determination regarding a tenant safety plan. The appeal shall be made in writing, upon appropriate forms provided by the Program, and shall specify the grounds for appeal, such as the plan being overly disruptive or that a temporary relocation should or should not be provided. The appeal shall be filed within fifteen (15) calendar days of the service of the Program's determination. The requested hearing shall be held within thirty (30) calendar days of the filing of the appeal following the procedures adopted under this chapter. The Program shall issue a written decision within ten (10) calendar days of the hearing on the appeal, with a copy of the decision served on the landlord and the tenants by first class mail, postage prepaid, or in person. Such appeals and hearings shall follow all applicable procedures specified in Section 42.15 and Program regulations.

5. Tenants may raise on appeal that job or childcare schedules or other unavoidable hardship require relocation or other mitigation measures beyond those proposed by the landlord, in addition to the other requirements of this section 42.10.

6. Notwithstanding Subsection 42.10(E)(1), a tenant safety plan shall not be approved if it would allow tenants to be exposed at any time to toxic or hazardous materials, including, but not limited to, lead-based paint and asbestos.

F. **Substantial Renovation Notice.** In the event that the work proposed is a substantial renovation, service of the approved tenant safety plan items shall be provided in the manner prescribed by Section 1162 of the California Code of Civil Procedure and at

least sixty (60) days prior to the date the substantial renovation is scheduled to begin. Notice of substantial renovation shall be written in the language in which the original lease was negotiated and shall provide the following information:

1. The estimated start and completion dates of any substantial renovation associated with the accepted tenant safety plan;

2. A description of the substantial renovation to be performed and how it will impact that particular tenant or household;

3. Whether temporary relocation will be required, and if so, a notice concerning tenants' rights under this chapter;

4. Instructions that tenants with questions should consult the landlord or the Program;

5. Notice of the tenant's right to reoccupy the units under the existing terms of tenancy upon completion of the substantial renovation;

6. Notice that the tenant may appeal the Program's acceptance of a tenant safety plan provided such request is submitted within fifteen (15) days of the tenant's receipt of the notice of substantial renovation;

7. Notice that a tenant can make complaints to the responsible party identified in the tenant safety plan; and

8. A disclaimer in at least 24 point bold font on the first page of the notice stating "THIS IS NOT AN EVICTION NOTICE. IF YOU HAVE QUESTIONS CONCERNING YOUR RIGHTS AS A TENANT CALL [phone number of Program].

G. **Short-Term Tenant Relocation Plan.**

1. When a tenant will be displaced from their rental unit for renovation, repairs, or construction work for a period of fewer than thirty (30) days, the tenant shall be immediately entitled to receive short-term relocation payments from the landlord as set out in subsection 42.10(G)(3). The tenant may choose not to receive short-term relocation payments. If the tenant receives short-term relocation payments, the tenant remains obligated to pay to the landlord the lawful rent in effect when the tenant vacates. If the tenant has chosen not to receive short-term relocation payments, the tenant shall not be obligated to pay any rent until the tenant reoccupies the rental unit.

2. Should a tenant be displaced for a greater time than originally notified, the landlord shall pay additional short-term relocation expenses for each additional day of displacement, to be paid on a weekly basis prior to each additional week.

3. The following amounts shall be paid by the landlord to the tenant for each day of displacement:

    a. Hotel or motel accommodations: $200.00 per household; and

    b. Meal expenses: $50.00 per occupant.

4. The dollar amounts specified in this subsection 42.10(G)(3) shall adjust annually at the rate of increase in the Consumer Price Index (as published by the Program) for the 12-month period ending as of April of the current year. The Program shall publish the new short-term relocation payment amounts each year following the increase.

5. A landlord's failure to properly comply with the provisions of this section 42.10 is not a defense to failing to provide relocation payments under this subsection 42.10(G) or any available remedy.

H. Nothing in this section 42.10 shall prevent a tenant from seeking a reasonable accommodation for disability from a landlord or impact a tenant's existing legal right to disability accommodations during renovations.

Sec. 42.11. - PROVISIONS APPLICABLE TO ALL EVICTION ACTIONS:

A. In any action to recover possession of a rental unit, a landlord must allege and prove that the landlord seeks to recover possession of the unit with good faith, honest intent, and no ulterior motive, for the reason stated in the termination notice.

B. If a landlord claims the rental unit is exempt from this chapter, the landlord must allege in the notice of termination of tenancy and prove that the unit is covered by one of the exceptions enumerated in Subsection 42.3(B), including the specific grounds for the exemption. Failure to make such allegations in the notice shall be a complete defense to any unlawful detainer action.

C. **Additional Notice Requirements.** In any notice purporting to terminate a tenancy under this chapter, the landlord shall state the cause for the termination and any information required under this chapter. All termination notices served under this chapter must additionally include the following:

    1. A statement that information regarding the laws upon which the notice terminating the tenancy is based is available from the Program;

    2. A statement that tenants seeking legal advice should consult with an attorney;

    3. The statement, "The Redwood City Fair and Affordable Housing Ordinance applies to your rental unit. Your landlord must have one of the reasons specified in the ordinance in order to end your tenancy. Reasons that are not listed in the ordinance, such as the sale of the property, are not valid causes for eviction under the ordinance.";

4. The calendar date on which the tenant is required to vacate, including the month and day;

5. All notices that the landlord is otherwise required by this chapter to serve on a tenant during an effort to terminate a tenancy, which must be attached to the termination notice; and

6. Any other information that the Program may, by regulation, require.

D. **Filing of Termination Notices.** The landlord shall file with the Program a copy of any notice terminating a tenancy within three (3) days after serving the notice on the tenant.

E. **Failure to Strictly Comply in Eviction Actions.** In any legal action brought to recover possession of a rental unit, the landlord must allege and prove compliance with this chapter. A landlord's failure to strictly comply with any requirement of this chapter or any implementing regulation may be asserted by a tenant as an affirmative defense in an action brought by the landlord to recover possession of the rental unit.

F. The requirements of this section 42.11 shall apply to all notices terminating tenancy that have been served as of the effective date of this chapter, but where the corresponding rental unit has not been vacated or an unlawful detainer judgment has not been issued as of the effective date of this chapter.

G. **Good Faith in Eviction Actions.** The Program may adopt regulations governing the determination of good faith.

Sec. 42.12. - BUYOUT OFFERS AND AGREEMENTS:

A. **Definitions.** As used in this section 42.12, the following terms shall have the following meanings:

1. **Buyout Agreement.** An agreement in which a landlord pays a tenant money or other consideration to vacate a rental unit. An agreement to settle an unlawful detainer action pending in court does not constitute a "buyout agreement."

2. **Buyout Offer.** An offer, written or oral, by a landlord to pay a tenant money or other consideration to vacate a rental unit. An offer to settle an unlawful detainer action pending in court does not constitute a "buyout offer."

B. **Disclosure Required.** No less than ten (10) days prior to making a buyout offer for a rental unit, the landlord shall provide each tenant in that rental unit a written disclosure, on a form developed and authorized by the Program, that includes the following:

1. A statement that the tenant has a right not to enter into a buyout agreement;

2. A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

3. A statement that the tenant may rescind the buyout agreement for up to thirty (30) days after it is fully executed;

4. A statement that the tenant may consult the Program with respect to the buyout agreement;

5. Any other information required by the Program consistent with the purposes and provisions of this section 42.12; and

6. A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

C. Every buyout agreement shall be in writing and include the following statements in bold letters in at least fourteen (14) point font in close proximity to the space reserved for the signature of the tenant(s):

"You may cancel this agreement in writing at any time before the thirtieth (30th) day after all parties have signed this agreement. You have a right not to enter into a buyout agreement. You may choose to consult with an attorney or the Redwood City Rent Stabilization and Tenant Protections Program before signing this agreement. The Redwood City Rent Stabilization and Tenant Protections Program may have information about other buyout agreements in your neighborhood."

D. A buyout agreement that does not satisfy all the requirements of this section 42.12 shall not be effective and shall be void at the option of the affected tenant(s). However, any remedy based on an ineffective or void buyout agreement shall not include displacement of a subsequent tenant or tenants of the affected rental unit.

E. **Right to Rescind.** A tenant shall have the right to rescind a buyout agreement for up to thirty (30) days after its execution by all parties, so long as the tenant has not already permanently vacated the rental unit. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or place in the U.S. mail a statement to the landlord indicating that the tenant has rescinded the buyout agreement no later than the thirtieth (30th) day after it is executed by all parties.

F. The landlord shall retain a copy of each signed disclosure form for five (5) years, along with a record of the date the landlord provided the disclosure to each tenant, and shall give each tenant a copy of the buyout agreement at the time the tenant executes it.

G. The landlord shall provide a copy of the buyout agreement to the Program no sooner than the thirty-first (31st) day after the buyout agreement is executed by all parties, and no later than sixty (60) days after the agreement is executed by all parties.

H. Buyout agreements must be maintained by the Program in a file that is separate from any other file.

I. All information included in the buyout agreements by which an individual might reasonably be identified ("personally-identifying information"), including without limitation

an individual's name, phone number, unit number, or specific street address, must be maintained as confidential.

J. The Program shall collect data from the filed buyout agreements--including, without limitation, the compensation paid as consideration for the buyout agreement and the neighborhood of the affected Rental Unit--and shall make that data public; but only to the extent that no personally identifying information is revealed.

Sec. 42.13. - HARASSMENT PROHIBITED:

A. No landlord or such landlord's agent, contractor, subcontractor, or employee shall do any of the following, in bad faith. For purposes of this section 42.13, "bad faith" means willful, reckless, or grossly negligent conduct in disregard for legal requirements or in a manner indifferent to the rights of or impact on tenants. The scope and effect of the conduct will be taken into account in determining whether the conduct is in bad faith. The Program may enact regulations to further guide the determination that conduct is in bad faith.

1. Reduce, interrupt, terminate, or fail to provide housing services required by a rental agreement or by state, county, or local housing, health, or safety laws, or threaten to do so. This includes the following:

    a. Curtailing any utility services by any means whatsoever, including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services.

    b. Impeding reasonable access to the rental unit.

    c. Removing doors or windows of the rental unit.

2. Fail to perform repairs or maintenance required by a rental agreement or by state, county, or local housing, health, or safety laws, or threaten to do so.

3. Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts, or fail to use all containment or remediation protocols designed to protect the health and safety of the occupants of property when completing repairs and maintenance.

4. Abuse the landlord's right of access into a rental unit as established and limited by California Civil Code Section 1954 or successor statute, including the following:

a. Failing to provide the approximate time of entry to a tenant or providing a time window that is excessive relative to the amount of time for which the landlord requires access.

b. Entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection, including exceeding the scope of a notice provided per California Civil Code Section 1954.

c. Entering an excessive number of times.

d. Entering in a way that improperly targets certain tenants or is used to collect evidence against occupants or is beyond the scope of an otherwise lawful entry.

e. Entering or demanding entry at times outside of normal business hours, unless for health and safety reasons or if the tenant agrees otherwise.

f. Entering contrary to a tenant's reasonable request to change the date or time of entry.

g. Misrepresenting the reasons for accessing a rental unit.

h. Failing to notify a tenant that a noticed entry has been canceled.

5. Remove or threaten to remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except when done pursuant to the procedures set forth in California Civil Code Section 1980 et seq., or successor statute.

6. Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, state, or federal agency based on their perceived or actual immigration status.

7. Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.

8. Attempt to coerce a tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.

9. Threaten the tenant, or their guests, by word or gesture, with physical harm.

10. Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by California law.

11. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment or rental assistance payment. This shall include a refusal to accept rent paid on

behalf of the tenant from a third party, or to timely provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party.

12. Refuse to cash a rent check or money order for more than thirty (30) days.

13. Interfere with a tenant's right to privacy. This includes, but is not limited to, the following:

    a. Recording video or audio that captures the interior of a rental unit.

    b. Unreasonable inquiry into a tenant's relationship status or criminal history.

    c. Unreasonable restrictions on or inquiry into guests. Unreasonable restrictions on guests include, but are not limited to, prohibiting a tenant from hosting overnight guests and charging a tenant a fee for hosting overnight guests.

14. Request information that violates a tenant's right to privacy. This includes, but is not limited to, requesting information regarding the residency status, citizenship status, or social security number of any tenant or member of the tenant's family or household member, occupant, or guest of any tenant, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy prior to the inception of a tenancy, or releasing such information except as required or authorized by law. This includes a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g., an Individual Taxpayer Identification Number (ITIN). This subsection 42.13(A)(14) applies to a prospective tenant as well as to a current tenant.

15. Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts.

16. Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under California Civil Code Section 1940.1. Forced vacation can be implied from the totality of the circumstances.

17. Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental agreement, unless:

    a. The change in the terms of tenancy is authorized by California Civil Code Sections 1946.2(f), 1947.5, or 1947.12, or successor statutes, or is required by federal, state, or local law or regulatory agreement with a government agency; or

b. The change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement.

Notwithstanding subsections 42.13(A)(17)(a) and (b), for controlled rental units, all changes in the terms of tenancy must additionally comply with the provisions of this chapter and any accompanying regulations.

18. Remove a housing service for the purpose of causing the tenant to vacate the rental unit.

19. Commit elder financial abuse, as defined by California Welfare and Institutions Code 15610.30 et seq., of a tenant.

20. Fail to provide or fail to adequately provide housing services to a tenant that are customarily provided to other tenants in the building who pay a different rent amount or use a different source of income to pay rent.

21. Fail to provide or fail to adequately provide housing services to a tenant that are customarily provided to other tenants in the building when the tenant owes COVID-19 rental debt. For purposes of this subsection 42.13(A)(21), "COVID-19 rental debt" shall mean unpaid rent or any other unpaid financial obligation under the rental agreement that came due between March 1, 2020 and February 28, 2023.

22. Release information protected by the tenant's right to privacy except as required or authorized by law.

23. Conduct elective renovation of or construction work on a rental unit for the purpose of harassing a tenant.

24. Provide false written or verbal information regarding any federal, state, county, or local tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, requesting or demanding a tenant:

    a. Sign a new rental agreement not in the tenant's primary language if:

        i. Rental agreement negotiations were conducted in the tenant's primary language;

        ii. The existing rental agreement is in the tenant's primary language; or

        iii. The landlord is otherwise aware that the new rental agreement is not in the tenant's primary language.

b. Enter into a rent repayment plan if the landlord states, misrepresents, suggests, or implies, that the tenant should or must do so to take advantage of tenant protection laws that do not in fact require such plans.

25. Communicate with the tenant in a language other than the tenant's primary language for the purpose of intimidating, confusing, deceiving, or annoying the tenant.

26. Interfere with the right of tenants to engage in organizing activities.

27. Engage any tenant in any form of human trafficking as defined by California Penal Code Section 236.1, as a condition of that tenant's continued occupancy of a rental unit.

28. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

The Program may, by regulation, augment but not eliminate, reduce or weaken this list.

B. **Severances Prohibited.** The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies in residential hotels. For purposes of this section 42.13, good cause shall include:

1. The requirement of federal, state, or local law;

2. For rental units which are not controlled rental units, acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;

3. For controlled rental units, Program approval of the removal of amenities in a manner consistent with the Program's regulations; or

4. The removal of a balcony for which repair or removal was necessary for safety and where the landlord has obtained all necessary permits for the removal.

A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.

Defense to Unlawful Detainer. A tenant may use the protections afforded in this article as an affirmative defense in an unlawful detainer, ejectment, and other actions, regardless of the factual allegations in the eviction notice, when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

Sec. 42.14. - RENT STABILIZATION AND TENANT PROTECTIONS PROGRAM AND FUNDING:

A. **Powers and Duties.** The Program shall have the following powers, duties, and responsibilities:

1. Establish a base rent under Subsection 42.6(A).
2. Make rent increases and decreases in accordance with section 42.14.
3. Issue orders, rules, and regulations; conduct hearings; and charge and collect fees as set forth below.
4. Make such studies, surveys, and investigations; conduct such hearings; and obtain such information as is necessary to carry out its powers and duties.
5. Report annually to the Council on the status of rental housing covered by this chapter.
6. Maintain a database of unlawful detainer filings, and termination, rent increase, and change in terms notices received by the Program.
7. Administer oaths and affirmations and subpoena witnesses.
8. Establish rules and regulations for deducting penalties and settling civil claims regarding the rental housing fee.
9. Seek injunctive and other civil relief under this chapter.
10. Charge and collect the rental housing fee, including penalties for late payments.
11. Make available on a contract basis, legal services for low-income residents of the city related to presentation in evictions, petitions, hearings, and administrative appeals.
12. Collect and/or receive copies of notices of termination of tenancy, unlawful detainer complaints, rent increase, and changes in terms of tenancy.
13. Any other duties necessary to administer and enforce this chapter.

B. **Rules and Regulations.** The Program shall issue such rules and regulations as will further the purposes of the chapter. The Program shall publicize its rules and regulations prior to promulgation on its website and any other appropriate medium. All rules and regulations, internal staff memoranda, and written correspondence explaining the decisions, orders, and policies of the Program shall be kept in the Program's office and made available online to the public for inspection, download, and copying or any other future appropriate technology.

C. **Community Education**.

1. The Program shall publicize this chapter so that all residents of Redwood City will have the opportunity to become informed about their legal rights and duties under this chapter. The Program shall prepare a brochure which fully describes the legal rights and duties of landlords and tenants under this chapter. The brochure will be available to the public and each tenant of a rental unit shall receive a copy of the brochure from their landlord. Landlords shall provide the brochure at the commencement of the tenancy and with each notice of rent increase, and to all sitting tenants when the brochure is first made available by the Program. This brochure will be made available for download from the City website and/or other appropriate technology. Information about the chapter shall be made available in all other languages that are requested by the community.

2. The Program shall produce materials describing a tenant's rights under the ordinance for posting in common areas. If rental units subject to this chapter are located on a property with an interior common area that all tenants have access to, the landlord must post the materials as provided and specified by the Program in at least one such common area on the property.

D. **Rental Housing Fee.**

1. The Council shall finance the reasonable and necessary expenses of the Program by charging landlords an annual rental housing fee. The Council shall ensure that the rental housing fee is set at a level sufficient to fund the duties and responsibilities of the Program, including but not limited to the provision of legal services as set out under subsection 42.14(A)(11).

2. The rental housing fee amount will be determined by the Council after the Program provides a recommendation to the Council. The Program and staff to enforce this chapter shall be funded only by the rental housing fee and not from the City's general fund. However, the City shall front any necessary funds until the City has collected such fees.

3. From the time that this chapter goes into effect until the rental housing fee is determined, the amount shall be $120 per controlled rental unit per year ($10 per month) and $84 per unit ($7 per month) for units that are partially exempt under Section 42.4 only and are not controlled rental units.

4. The rental housing fee shall become due at the start of a new tenancy if no rental housing fee was paid the prior year. Ongoing tenancies shall have rental housing fees collected in January of each year or at the same time as the city business license fee is collected each year. The fee shall not be deemed late and no penalty shall be imposed unless received by the Program thirty (30) days or more after the due date.

5. The rental housing fee shall be deposited into a Rent Stabilization and Tenant Protections Program fund, the sole and exclusive purpose for which shall be the

funding of the program and the administration, enforcement, and enactment of this chapter.

E. **Personnel.** The Council shall review and assess the Program yearly to ensure that a sufficient number of staff are employed by the Program, such as a Program administrator, hearing examiners, housing counselors and legal services, as may be necessary to perform the functions of the Program efficiently in order to fulfill the purpose of this chapter.

F. **Reporting and Fee Payment Requirements.**

1. Within sixty (60) days after the adoption of this chapter, all landlords shall be required to provide a copy of all rent increase notices, change of terms of tenancy and tenancy termination notices with the Program within three (3) days after serving said notice on a tenant. A proof of service with time and date of service of notice on tenant shall be included with any notice filed with the City.

2. If the Program, after the landlord has proper notice and after a hearing, determines that a landlord has willfully and knowingly failed to properly report, as described above, any rent increase notices, change of terms of tenancy or tenancy termination, or to pay the rental housing fee, the Program may authorize the tenant of such a rental unit to withhold all or a portion of the rent for the rental unit until such time as the rental housing fee is paid or notice filed. After a notice is properly filed or fee paid, the Program shall determine what portion, if any, of the withheld rent is owed to the landlord for the period in which the notice is not properly filed or fee paid. Whether or not the Program allows such withholding, no landlord who has failed to properly report or pay the fee shall at any time increase rents for a controlled rental unit until such fee or notice is reported. This shall take effect thirty (30) days after determination of the Program.

3. Failing to pay the fee or comply with subsection 42.14(F)(1), before the filing of an unlawful detainer lawsuit is a complete defense to an unlawful detainer. No Program action is required for this defense to be alleged or litigated in an unlawful detainer action.

Sec. 42.15. - RENT STABILIZATION PETITION AND HEARING PROCESS:

A. **Petitions to Raise or Decrease Rents.** A landlord or a tenant may file a petition with the Program to increase or decrease the maximum allowable rent of a rental unit for a reason outlined in this chapter.

1. **Petition Procedures.** The petition shall be filed on the form provided by the Program. A petition filed by a landlord shall include a declaration by the landlord that the rental unit meets all requirements of this chapter. The Program may refuse to hold a hearing and/or grant a rent adjustment if an individual hearing

has been held and decision made regarding maximum allowable rent for the rental unit within the previous twelve (12) months.

2. **Procedures for Rent Adjustment.** After a petition is filed, a hearing examiner may adjust the maximum allowable rent of an individual controlled rental unit upward or downward per the requirements of this chapter. In making adjustments, the hearing examiner shall consider the purposes of this chapter and the requirements of law, including state law.

B. **Downward Adjustments.** In making an individual downward adjustment, the Program may consider prior or current unlawful increases, decreases in housing services; substantial deterioration of the controlled rental unit; or failure on the part of the landlord to provide adequate housing services or to comply substantially with applicable housing, health, and safety codes.

C. **Upward Adjustments - Right of Reasonable Return for Landlords.**

1. Landlords have the right to a reasonable return on their investment. A hearing examiner shall make an upward adjustment of the maximum allowable rent if a landlord demonstrates that such adjustments are necessary to provide a reasonable return. The Program may create regulations to govern petitions filed under this subsection 42.15(C) in accordance with this chapter and the law.

2. **Factors to be considered.** In making such upward adjustments of the maximum allowable rent, the hearing examiner shall consider the purposes of this chapter and shall specifically consider all relevant factors, including (but not limited to):

   a. Increases or decreases in property taxes;

   b. Increase or decrease in utility costs;

   c. Unavoidable increases or any decreases in maintenance and operating expenses;

   d. The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement, and maintenance) where such capital improvements are necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;

   e. Increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules;

   f. Substantial deterioration of the rental unit other than as a result of normal wear and tear;

g. Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health and safety codes, or the rental agreement;

h. Whether parties conferred in good faith relating to housing services and conditions, landlord-tenant relations, rent increases, and other issues of common interest or concern;

i. The pattern of recent rent increases or decreases;

j. The landlord's rate of return on investment. In determining such return, all relevant factors, including but not limited to the following shall be considered: the landlord's actual cash downpayment, method of financing the property, and any federal or state tax benefits accruing to the landlord as a result of ownership of the property; and

k. Whether or not the property was acquired or is held as a long-term or short-term investment.

3. Additional limits on the total increase per month and length of monthly increases shall be added by the Program through regulations.

4. The Program shall not authorize an upward adjustment of an individual maximum allowable rent if the landlord:

a. has continued to fail to comply, after order of the Program, with any provisions of this chapter and/or orders or regulations issued thereunder by the Program; or

b. has failed to bring the rental unit into compliance with the implied warranty of habitability.

D. **Effective Date of Adjustment.** If the Program approves an increase in the maximum allowable rent, the increase shall become effective only after the landlord gives the tenant at least a thirty (30) day written notice of the rent increase and the notice period expires. If the Program approves a downward adjustment of the maximum allowable rent, the rent decrease shall take effect no sooner than thirty (30) days after the date both parties are sent notice of the downward adjustment and its effective date by the Program.

E. **Hearing Procedure.** The Program shall enact rules and regulations for hearings and appeals which shall include the following:

1. **Hearing Examiner.** A hearing examiner designated by the Program shall conduct a hearing to act upon the petition for individual adjustment of maximum allowable rent and shall have the power to administer oaths and affirmations.

2. **Notice.** Once it receives a petition, the Program shall notify the other party and provide a copy thereof.

3. **Time of Hearing.** The hearing examiner shall notify all parties of the time, date and place of the hearing.

4. **Records.** The hearing examiner may require either party to attend a hearing to provide it any records and papers deemed pertinent in addition to the information in registration statements for the rental unit. If the hearing examiner finds good cause to believe the Program's information does not reflect the current condition of the controlled rental unit, the hearing examiner shall conduct a current building inspection and/or request that the City conduct a current building inspection. The tenant may request that the hearing examiner order such an inspection on or prior to the date of the hearing. All documents required under this subsection 42.14(E)(4) shall be made available to the parties at the Program office prior to the hearing. In cases where information filed in a petition or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on the petition until the deficiency is remedied.

5. **Open Hearings.** All maximum allowable rent adjustment hearings shall be open to the public.

6. **Right of Assistance.** All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, tenant association representatives, or any other persons designated by the parties.

7. **Hearing Record.** The Program shall make an official record of the hearing, including the audio recording, available for inspection and copying by any person. This shall constitute the exclusive record for decision on the issues of the hearing. The record of the hearing shall include all exhibits, papers, and documents required to be filed or offered or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions, orders and/or rulings; all final decisions, orders and/or rulings; and the reasons for each final decision, order and/or ruling. Any party may receive a copy of the audio recording. Reasonable costs may be charged for a recording copy. The Program shall not be responsible for transcribing the audio recording.

8. **Standard of Proof and Notice of Decision.** A hearing examiner shall not grant an individual adjustment unless the adjustment is supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which the decision is based. The parties to the proceeding shall also be notified in the decision of their right to any appeal allowed by the Program and/or to judicial review of the decision pursuant to this section 42.15.

9. **Consolidation.** All landlord petitions pertaining to tenants of the same property shall be consolidated for hearing. All petitions filed by tenants occupying the same property shall be consolidated for hearing unless there is a showing of good cause not to consolidate the petitions.

10. **Appeal.** Any person aggrieved by the decision of the hearing examiner may appeal to the Council. On appeal, the Council shall affirm, reverse or modify the decision of the hearing examiner.

11. **Finality of Decision.** The decision of the hearing examiner shall be the final decision of the Council in the event that neither party appeals to the Council. The decision of the hearing examiner shall be stayed pending appeal.

12. **Time for Decision.** The rules and regulations adopted by the Program shall require final action on any individual rent adjustment petition within a reasonable time.

F. Decisions decreasing rents due to reductions in services or failure to maintain the property shall remain in effect until the hearing examiner finds that the landlord has corrected the defect warranting the decrease. The Program shall, by regulation, establish procedures for making prompt compliance determinations. Upon a determination of compliance, the landlord shall be entitled to reinstate the prior rent level, retroactive to the date that the landlord notified the Program that it had corrected the defect that warranted the decrease. This shall occur in compliance with California Civil Procedure Section 1942.4. If the landlord is found to be in violation of California Civil Procedure Section 1942.4, then no rent shall be charged for the period during which the landlord was in violation.

Sec. 42.16. - NON-WAIVERABILITY:

Any provision, whether oral or written, whereby any provision of this chapter is waived, shall be deemed to be against public policy and shall be void.

Sec. 42.17. - JUDICIAL REVIEW:

A landlord or tenant aggrieved by any action or decision of the Program may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Program shall go into effect until thirty (30) days have expired to allow for such appeal.

Sec. 42.18. - REMEDIES:

A. **Civil.** Any aggrieved tenant, or the City, may enforce the provisions of this chapter by means of a civil action.

B. **Injunctive and Equitable Relief.** Any person who commits an act or engages in any pattern and practice that violates this chapter or its implementing regulations may be enjoined therefrom by a court of competent jurisdiction. A court may issue other

equitable relief as may be necessary to prevent the use or employment by any person of any practice which violates this ordinance or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired through practices that violate this ordinance. An action for injunction under this subsection 42.18(B) may be brought by an aggrieved tenant, by the city attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

C. **Damages**

1. **Damages for Relocation Payments.** If a landlord fails to provide required relocation payments in accordance with this chapter, in addition to any other remedy under this chapter, or at law, the landlord shall be liable to the tenant in a civil action for damages of not less than three (3) times actual damages.

2. **Eviction Protection Damages.** Any attempt to recover possession of a rental unit or obtain possession of a rental unit in violation of this chapter shall render a landlord liable to the tenant in a civil action for damages of not less than three (3) times actual damages, including damages for mental anguish and emotional distress. Damages for mental anguish and emotional distress shall be trebled if the landlord acted in knowing violation or reckless disregard of this chapter.

3. **Damages for Excess Rent.** Any landlord who demands, accepts, receives, or retains any payment of rent in excess of the maximum allowable rent, in violation of the provisions of this chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and rental housing registration fee requirements, shall be liable in a civil action to the tenant from whom such payments are demanded, accepted, received or retained, for damages of not less than three (3) times actual damages, in the amount by which the payment or payments demanded, accepted, received or retained exceed the maximum lawful rent. If the landlord's violation under this subsection 42.18(C)(3) was willful, the landlord shall be liable for three (3) times actual damages.

4. **Harassment Damages.** Any person who violates, or aids or incites another person to violate, the provisions of section 42.18 shall be liable in a civil action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of $1,000.00, whichever is greater, and whatever other relief the court deems appropriate. In the case of an award for damages for mental or emotional distress, the award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter. Moreover, any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to $5,000.00 for each offense committed

against a person who is disabled or aged sixty-two (62) or over. The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by California Civil Code Section 3294 or successor statute.

D. **Attorney's Fees and Costs.**

1. **Action by City Attorney.** In any civil proceeding brought by the city attorney pursuant to this section 42.18, the City may, at the initiation of the proceeding, seek an award of attorney's fees. If the City seeks an award of attorney's fees, the award shall be made to the prevailing party. Court costs may be awarded to a prevailing party pursuant to state law.

2. **Action by Tenant.** In any civil action brought pursuant to this section 42.18, the prevailing tenant is entitled to recover the tenant's court costs and reasonable attorney's fees. A defendant landlord may recover reasonable attorney's fees if the complaint brought by the tenant was found by a court of competent jurisdiction to be devoid of merit and brought in bad faith.

3. **Costs of Investigation.** In the event the city attorney brings a civil action, or proceeding pursuant to this chapter, the city attorney may recover its costs of investigation.

E. **No Exhaustion Requirement.** No tenant shall be required to exhaust any administrative remedies before utilizing a private right of action in this section.

F. **Nonexclusive Remedies and Penalties.** The remedies provided in this section 42.18 are not exclusive and are not intended to be exclusive of each other or to any other existing legal remedies. The remedies of this chapter may be used cumulatively with any other remedy available at law or equity.

G. **Statute of Limitations.** The statute of limitations for an action shall be three (3) years. All remedies under this chapter are available for the entire three-year statutory period.

Section 2. Severability - Liberal Construction. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable. The people of Redwood City declare that they would have adopted this ordinance and each section, subsection, sentence, clause, or phrase of the ordinance in spite of the fact that any one or more of the same be declared unconstitutional or invalid. This chapter shall be liberally construed to achieve the purposes of this chapter and to preserve its validity.

Section 3. Competing Ordinances. In the event that there is another ordinance on the ballot during the same election which seeks to regulate residential housing which also passes, the ordinance which obtains the higher number of votes shall be the controlling ordinance.

Section 4. Effective Date. This ordinance shall be effective only if approved by a majority of the voters voting thereon and shall go into effect ten (10) days after the vote is declared by the Council. The mayor and city clerk are hereby authorized to execute this chapter to give evidence of its adoption by the voters.

Pursuant to Elections Code section 9203, the City Attorney provides the following ballot title and summary for the "Redwood City Fair and Affordable Housing Ordinance" that was submitted to the City Clerk on October 29, 2025:

Title: An initiative to impose additional rent control and just cause eviction limits in Redwood City

Summary:

Rent Control: State law caps annual rent increases to between 5-10%, depending on the change in the local Consumer Price Index, on rental units 15 years old or older. State law allows cities to impose additional rent control laws on units built prior to February 1, 1995.

This initiative would impose stricter rent control laws on covered units (currently units built before February 1, 1995) by capping the base rate to the amount paid on October 29, 2025 for units occupied on that date or the initial rent rate for units occupied after that date. The base rate could only be increased annually at a rate equal to 60% of the percentage increase in the local Consumer Price Index but in no event could the increase be more than 5%. The City would determine the annual allowable rent increase, and both landlords and tenants could petition the City for an increase or decrease in rent under certain circumstances. State law would apply to units built after February 1, 1995.

Eviction Protections and Relocation Assistance: Under state law, landlords can only evict tenants for specific "just cause" reasons. There are two kinds of just cause evictions: "at fault", where the tenant is allegedly "at fault" (such as failing to pay rent or breaching a material term of the lease); and "no-fault", where the landlord evicts the tenant through "no fault" of the tenant (such as an owner move-in or withdrawing the unit from the rental market). State law requires notice of the reason for eviction and specifies requirements that must be met for certain types of evictions. For "no fault" evictions, landlords must provide tenants either relocation assistance or waive the rent payment for the tenant's final month.

This initiative would impose stricter requirements on just cause evictions by, among other things, increasing the requirements for certain evictions and requiring longer notice periods. For no-fault evictions, the initiative would require landlords to provide tenants relocation assistance equal to four (4) times the monthly fair market rent or $12,000, whichever is greater. Tenants 62 years of age or older would receive an additional $6,000. The initiative's eviction provisions would apply to covered units regardless of when they were built.

Other Provisions: The initiative contains additional provisions, such as requiring landlords to submit to the City for approval tenant safety plans before performing any repairs or renovations; prohibiting landlords from taking specific actions in bad faith; and establishing remedies for violations of the initiative, including monetary damages.

The City's Role: The initiative would impose additional duties on the City, such as setting the annual allowable rent increase; conducting hearings on rent petitions; reviewing tenant

safety plans; issuing regulations; and educating the community about the initiative. The City would charge an annual fee on landlords to pay for the costs of administering the initiative.

OFFICE OF
ASSESSOR-COUNTY CLERK-RECORDER & ELECTIONS
COUNTY OF SAN MATEO

MARK CHURCH
ASSESSOR-COUNTY CLERK-
RECORDER & CHIEF ELECTIONS OFFICER

RECEIVED
MAY 13 2026
CITY OF REDWOOD CITY
CITY CLERK'S OFFICE

May 8, 2026

Yessika Castro, City Clerk
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

Dear City Clerk Castro,

We have completed the review of signatures on the Initiative Petition titled *An Initiative to Impose Additional Rent Control and Just Cause Eviction Limits in Redwood City* requested and filed by your office on April 23, 2026. Of the 7,502 signatures submitted, 6,045 were checked and 4,751 signatures were verified as valid.

Billing for our services will be issued separately.

Should you have any questions regarding this matter, please feel free to call Hillary O'Connor, Elections Supervisor, at 650.312.5294.

Sincerely,

Mark Church

Assessor-County Clerk-Recorder Divisions | Registration & Elections Division
555 County Center, Redwood City, CA 94063 | 40 Tower Road, San Mateo, CA 94402
P 650.363.4988 **F** 650.363.1903 **email** mchurch@smcacre.gov **web** www.smcacre.gov

CERTIFICATE OF SUFFICIENCY

I, Yessika Castro, City Clerk of the City of Redwood City, County of San Mateo, State of California, hereby certify that:

The petition entitled “An initiative to impose additional rent control and just cause eviction limits in Redwood City” was filed with the City Clerk on April 22, 2026;

That said petition consists of 649 sections;

That each section contains signatures purporting to be signatures of qualified electors of the City of Redwood City, California;

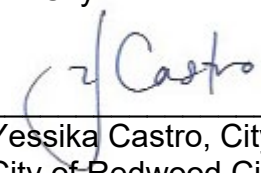
That attached to this petition at the time it was filed, was an affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own information and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponents filed this petition and based on the County of San Mateo Chief Elections Officer Signature Verification confirmation, the following facts have been determined regarding this petition:

1. Total number of signatures filed by proponent raw count: (County verified) **7,386**
2. Total number of signatures checked: **6,045**
3. Number of signatures found sufficient: **4,751**
4. Total number of signatures required to qualify for General Municipal Election (10% x 45,059): **4,506**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Redwood City, California this 19th day of May, 2026.



_____
Yessika Castro, City Clerk
City of Redwood City

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY CALLING FOR AN ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION ON NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE VOTERS AN INITIATIVE MEASURE TO AMEND THE REDWOOD CITY CODE TO IMPOSE ADDITIONAL RENT CONTROL AND JUST CAUSE EVICTION LIMITS

WHEREAS, on October 29, 2025, three Redwood City residents ("the Proponents") submitted to the City's Elections Official a Notice of Intent to Circulate an Initiative Petition for an initative measure known as the Redwood City Fair and Affordable Housing Ordinance; and

WHEREAS, on April 23, 2026, the Proponents presented petition signatures to the City Clerk at which time the City Clerk determined there to be a sufficient number of signatures, prima facie, to proceed with accepting the petition as filed and conducting a full verification of the petition signatures; and

WHEREAS, on May 13, 2026, the San Mateo County Elections Office informed the City Clerk that their review of the petition signatures confirmed the total number of valid signatures on the petition was 4,751, which exceeded the required number of signatures per California Elections Code Section 9215; and

WHEREAS, on May 19, 2026, the City Clerk issued a Certificate of Sufficiency to the City Council setting forth facts establishing that the petition was signed by not less than 10 percent of the voters of the City and therefore was sufficient; and

WHEREAS, pursuant to Elections Code Section 9215,the City Council has decided to submit to the voters the Redwood City Fair and Affordable Housing Ordinance and desires to place it on the ballot at the aforesaid consolidated election.

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

SECTION 1. - Calling the Election and Request for Consolidation. Pursuant to California Elections Code Sections 1405, 9215, and 10403, the City Council hereby calls an election to be consolidated with the Statewide General Election to be held on November 3, 2026, for the purpose of submitting the initiative measure described below and set forth in Exhibit A (attached hereto), to a vote of the qualified voters of the City of Redwood City, and hereby requests the Board of Supervisors of the County of San Mateo to consolidate this election with the Statewide General Election on November 3, 2026. The consolidated election shall be held and conducted in the manner prescribed by Elections Code Section 10418. The City Council hereby authorizes the City Clerk to take any and all actions necessary to prepare for and conduct said elections consistent with all applicable laws.

SECTION 2. - Request for Services and Conduct of Election. The Board of Supervisors of the County of San Mateo is hereby requested to permit the County Elections Official to render specified services to the City relating to the conduct of the election and is hereby authorized to canvass the returns of said municipal election, and said election shall be held in all respects as if there were only one election and only one form of ballot. The County shall certify the results of the canvass of the returns of said election, to the City Council which shall thereafter declare the results thereof. In all particulars not specified in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 3. - Submission of Initiative Measure to the Voters. Pursuant to Elections Code Section 9215 the City Council hereby orders the initiative measure proposing to amend the Redwood City Code to be submitted to the qualified voters of the City of Redwood at the Statewide General Election on November 3, 2026. The full text of the initiative measure that shall be voted on is attached hereto as Exhibit A.

SECTION 4. - Ballot Question. The City Council, pursuant to California Elections Code Sections 13119 and 10403, hereby orders that the abbreviated form of the initiative measure shall appear on the ballot as follows:

Shall the measure imposing additional rent control and just cause eviction limits in Redwood City be adopted?	YES
	NO

SECTION 5. - Impartial Analysis by City Attorney. The City Clerk is hereby directed to transmit a copy of the initiative measure attached hereto as Exhibit A to the City Attorney, who shall prepare an impartial analysis of the initiative measure in accordance with the California Elections Code Section 9280.

SECTION 6. - Written Arguments. The provisions of Elections Code section 9282 and 9287 shall apply to the submittal of proponent arguments in favor of the initiative measure. The deadline for submitting ballot arguments for or against the measure shall be 5:00 P.M. on Tuesday, August 11, 2026. Proposed arguments shall not exceed 300 words and shall be submitted to the Office of the City Clerk. The deadline for submitting rebuttal arguments shall be 5:00 P.M. on Tuesday, August 18, 2026. Proposed rebuttal arguments shall not exceed 250 words and shall be submitted to the Office of the City Clerk. The provisions of Elections Code Section 9285(a) shall apply to the submittal of rebuttal arguments. All arguments and rebuttal arguments shall be submitted to the Office of the City Clerk.

SECTION 7. - City Clerk. The City Clerk is hereby directed to file a certified copy of this resolution with the San Mateo Clerk of the Board of Supervisors and the County Registrar of Voters in sufficient time so that the initiative measure may be included on the

November 3, 2026 Statewide General Election ballot. The City Clerk is hereby directed to perform all other acts that are required for submitting the initiative measure to be voted on at the November 3, 2026 Statewide General Election. The City Clerk shall submit (1) the full text of the initiative measure and (2) Chapter 42 of the Redwood City Code in strikeout text (because the initiative measure would repeal this chapter if enacted) for inclusion in the voter pamphlet. The Clerk shall also post the initiative measure on the City's website, so it is available to the public.

SECTION 8. - Notice. Notice of the time and place of the election on the initiative measure is hereby given, and the City Clerk is authorized, instructed, and directed to give further or additional notice of the calling of the Consolidated Election, in the time, form, and manner as required by law.

SECTION 9. - Majority Vote. This measure proposes to amend the Redwood City Code and shall be approved if a majority (50% +1) of those voting on the measure approve it.

SECTION 10. - Form of Ballot. The ballots to be used at the election shall be in form and content as required by law.

SECTION 11. - Certification. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 12. - CEQA. This action is not a project and is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(3) of CEQA Guidelines, it concerns the submittal of an initiative measure to the voters of the City.

SECTION 13. - Effective Date. This Resolution shall become effective upon its adoption.

* * *

EXHIBIT A

RECEIVED
OCT 29 2025
City of Redwood City
City Clerk

AN ORDINANCE OF THE PEOPLE OF THE CITY OF REDWOOD CITY REPEALING REDWOOD CITY MUNICIPAL CODE CHAPTERS 42 AND 42A AND ADOPTING A NEW CHAPTER 42

The People of Redwood City do hereby ordain as follows:

Section 1. Amendment of Redwood City Municipal Code to Repeal Chapters 42 and 42A and Adopt a New Chapter 42. The Redwood City Municipal Code is hereby amended by deleting Chapter 42 and 42A and adopting in the place of Chapter 42 an Ordinance which shall read as follows:

Sec. 42.1. - TITLE AND PURPOSE:

This Chapter shall be known as the Redwood City Fair and Affordable Housing Ordinance. The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Redwood City by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring landlords a fair and reasonable return on their investment.

Sec. 42.2. - FINDINGS:

A. There is a shortage of decent, safe, affordable, and sanitary housing in the City of Redwood City.

B. The prolonged affordable housing crisis in the City of Redwood City disproportionately impacts low income and working class households, senior citizens, people of color, immigrants, and people with disabilities; increases homelessness and crime; and harms neighborhood stability and cohesion.

C. Residential tenants, who constitute approximately fifty (50) percent of the residents of Redwood City, suffer great and serious hardship when forced to move from their homes.

D. According to the American Communities Survey 2023-5 Year Estimates, as of 2023, seventy-one (71) percent of Black households and seventy-three (73) percent of Latino households in Redwood City are renters, meaning that renters' rights are a racial equity issue and strengthening tenant protections furthers fair housing.

E. State laws that eliminate limits on rent increases when a rental unit becomes vacant provide added economic incentive for landlords to evict tenants.

F. Tenants should not consistently face the threat of losing their homes at no fault of their own. Common sense protections against unfair evictions are needed in Redwood City to protect long-time and low-income residents from landlords who game the system to try to take advantage of high rents.

G. According to the Comprehensive Housing Affordability Strategy data for Redwood City from the U.S. Department of Housing and Urban Development, at least 7,335 renter households in Redwood City, representing forty-seven (47) percent of renters, are rent burdened, which means that they spend more than thirty (30) percent of their income on rent. Without rent stabilization, a tenant who moved into a unit they could afford can very quickly find themselves rent burdened.

H. According to the same data source, between eighty-four (84) and ninety (90) percent of very low-income households (making less than fifty (50) percent area median income) in Redwood City are rent burdened.

I. According to the 2024 Analysis of Corporate Ownership of Multifamily Rental Properties in Redwood City by the Anti-Eviction Mapping Project, eighty-seven (87) percent of multi-family rental units in Redwood City are owned by corporations and real estate trusts. These corporate owners charge the highest rents compared to all other owners. In contrast, "Mom-and-pop" landlords make up less than two (2) percent of multi-family rental units in Redwood City.

J. According to the same report, three of the four Redwood City neighborhoods where renters experienced the highest rate of rent increases between 2020 and 2023 are the same neighborhoods with the highest concentration of corporate-owned multi-family rental units that are eligible to be protected by rent control.

K. Given the increased housing cost burden and poverty faced by many Redwood City residents, excessive rent increases threaten the public health, safety, and welfare of Redwood City residents, including seniors; people with disabilities; those on fixed incomes; those with very low, low, and moderate income levels; and those with other special needs. Such persons are often forced to choose between paying rent and providing food, clothing, and medical care for themselves and their families.

L. The problem of rent increases in Redwood City has reached a crisis level, with rents consistently rising at rates higher than inflation and average wage growth.

M. Without sufficient and long-term eviction protections, many tenants "self-evict" and move out, even without adequate replacement housing, rather than face future legal eviction that could impact their ability to find new housing.

N. Evictions can lead to homelessness.

O. According to the 2024 San Mateo County One Day Homelessness Count and Survey, the number of people experiencing homelessness in San Mateo County on the night of the Count increased by eighteen (18) percent between 2022 and 2024.

P. Tenants in Redwood City have experienced significant displacement caused by a lack of legal protections against no-fault evictions. Without additional legal protections, such problems are expected to recur.

Q. Construction and repairs on rental units or adjacent to such units can create hardships for tenants, especially those who are senior citizens, persons on fixed incomes, and members of low and moderate-income households. However, both preventative maintenance and code enforcement related maintenance sometimes involve the replacement or substantial modification of major building systems or the abatement of hazardous materials and, by their very nature, generally make rental units temporarily untenantable, as defined by California Civil Code Section 1941.1. Additionally, the State of California has passed several laws which have streamlined the ability of landlords to build on lots next to residential units that are already occupied by residential housing. These provisions have recently been extended to include not only units built in owner-occupied lots but also investment properties owned by developers who do not live in the community where they own property.

R. In accordance with California Civil Code Section 1946.2(i)(1)(B), the local government finds that this chapter is more protective than the provisions of California Civil Code Section 1946.2 for the following reasons:

1. The just cause for termination of a residential tenancy under this chapter is consistent with California Civil Code Section 1946.2; and

2. This chapter further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law.

S. On December 11th, 2023, this Ordinance was first filed with the City Clerk of Redwood City as a potential ballot measure, providing notice of the provisions of this Chapter.

Sec. 42.3. - APPLICABILITY AND EXEMPTIONS:

A. **Applicability of this Chapter**. This Chapter applies to all residential rental units except for those units that are exempted.

B. **Exemptions from this Chapter.** The following rental units are exempt from all provisions of this chapter:

1. Rental units in hotels, motels, and inns which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply:

   a. to a tenant who has lived at the property for more than thirty (30) continuous days;

   b. to a tenant who has entered into an agreement to lease a rental unit for thirty (30) days or more; or

   c. where a landlord has violated California Civil Code 1940.1 with regard to the tenant.

2. Rental units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code Section 202 that is solely owned and operated by an accredited institution of higher education.

3. A rental unit that has been the primary residence of the landlord since the beginning of the tenancy, and where the landlord shares a bathroom or kitchen with the tenant. A landlord, as used in subsection 42.3(B)(3), means a natural person who has at least a fifty-one (51) percent recorded ownership interest in the property.

Sec. 42.4. - EXEMPTED ONLY FROM RENT STABILIZATION:

A. Rental units exempt pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code Sections 1954.50—1954.535) are exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization).

    1. If the Costa-Hawkins Rental Housing Act is repealed, by operation of law, the following exemption from Section 42.6 and Section 42.15 shall come into effect:
        a. Housing that has been issued a certificate of occupancy within the previous 10 years is exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization).
    2. If the Costa-Hawkins Rental Housing Act is amended, by operation of law, the following exemption from rent stabilization shall come into effect:
        a. Rental units exempt pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code Sections 1954.50—1954.535), as amended, are exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization). Notwithstanding any amendment to the Costa-Hawkins Rental Housing Act, housing that has been issued a certificate of occupancy within the previous 10 years is exempt only from Section 42.6 and Section 42.15 of this chapter (Rent Stabilization).

B. Rental units fully owned, operated, and managed by a San Mateo County government unit, agency, or authority. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units.

Sec. 42.5. - DEFINITIONS:

The following words or phrases as used in this chapter shall have the following meanings:

A. "Annual allowable rent increase" means the percent by which a landlord may increase the rent for any controlled rental unit each year without an order from a hearing examiner.

B. "City" means the City of Redwood City.

C. "Consumer Price Index" means the rate of inflation using the Consumer Price Index of All Urban Consumers, San Francisco-San Mateo-Redwood City region, as reported and published by the U.S. Department of Labor, the U.S. Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics and as published by the Program.

D. "Controlled rental units" means all rental units in the City of Redwood City except those units exempt as defined in Subsection 42.3(B) and Section 42.4.

E. "Council" means the Redwood City Council.

F. "Creditworthiness" means any standard for determining whether a tenant is suitable to receive credit or reliable to pay money owed, including any financial or income standard created by a landlord as part of a rental application.

G. "Disabled" or "disability" shall have the definition as given in California Government Code Section 12955.3.

H. "Educator" means any person who works at a school in the Redwood City School District, Sequoia Union High School District, or Belmont-Redwood Shores School District as an employee of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

I. "Fair market rent" means the dollar amount determined by the U.S. Department of Housing and Urban Development for a unit of equivalent size in the San Francisco, CA HUD Metro FMR Area for the fiscal year in which the rent is demanded, as published on the San Mateo Housing Authority website.

J. "Housing Services" means amenities or services provided by the landlord in connection with a tenancy. Housing services include, but are not limited to, repairs, maintenance, painting, light, hot and cold water, electricity service, heating service, sewer service, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitorial services, pest control, in-unit appliances, access to exterior doors, entry systems, and gates, refuse removal, furnishings, landline telephone, parking, the right to have a specified number of occupants or tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Housing services for a rental unit include a proportionate part of services provided to common facilities of the building where the rental unit is located. In addition, a tenant's right to engage in organizing activities, to receive assistance from a tenant association, and to have organizing activities occur at the property shall qualify as a housing service, and a landlord's failure to confer in good faith with a tenant association may support a petition for a substantial decrease in housing services.

K. "Landlord" means an owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

L. "Maximum allowable rent" means the maximum rent which a landlord may legally charge for any controlled rental unit covered by this chapter.

M. "Organizing activities" means concerted activities by tenants or individuals acting on behalf of tenants for their shared collective interests as tenants, regardless of whether they share the same landlord or management company. Collective interests may include concerns regarding housing services, repairs and maintenance, security, rent amounts or rent increases, evictions, discrimination, or harassment. Organizing activities shall include, but are not limited to:

1. Engaging with other tenants for the purpose of mutual aid and protection;
2. Convening tenant or tenant association meetings in an appropriate space accessible to tenants under the terms of their rental agreement;
3. Providing property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property;
4. Distributing and posting literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards, or communicating with other tenants about their rights;
5. Advocating for government action or legislation addressing issues of particular concern to tenants;
6. Initiating contact with other tenants, including by conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a tenant association;
7. The operations of a tenant association, including joining or supporting a tenant association; or
8. Otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern.

N. "Primary residence" means a housing unit that is an individual's usual place of return. Occupancy of a primary residence does not require an individual to be physically present in the unit at all times or continuously.

1. Factors that indicate primary residence include:
    a. The individual carries on basic living activities at the residence for extended periods;

b. The residence is listed with other public agencies, including federal, state and local taxing authorities as the individual's primary residence;

c. Utilities are billed to and paid by the individual at the residence;

d. A homeowner's tax exemption for the individual has not been filed for a different property;

e. The individual is not registered to vote at any other location;

f. All or most of the individual's personal possessions have been moved into the residence;

g. The residence is the place the individual normally returns to as their home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence;

h. Other relevant factors illustrating primary residence.

2. In order for a housing unit to qualify as a primary residence by a landlord, ownership must be held by the natural person claiming primary residence and cannot be held by a limited liability corporation, limited partnership, or other corporate structure. A housing unit owned by a living trust may qualify as a primary residence if the trust beneficiary meets the above criteria, so long as the landlord provides documentation to the Program of the name and address of all trust beneficiaries.

O. "Property" means all rental units on a parcel or lot, including any associated common areas.

P. "Rent" means all periodic payments and all nonmonetary consideration a tenant pays in exchange for the use or occupancy of a rental unit and common areas, including all payment and consideration for housing services. Nonmonetary compensation includes the fair market value of goods, labor performed, or services rendered to or for the benefit of the landlord under a rental agreement.

Q. "Rent Stabilization Program administrator" or "program administrator" means a person designated by the City to administer and oversee the Program.

R. "Rent Stabilization and Tenant Protections Program" or "Program" means the city department that implements and enforces this chapter.

S. "Rental agreement" means an agreement, oral, written, or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services.

T. "Rental housing fee" means the fee described in Subsection 42.15(D).

U. "Rental unit" means any unit in any real property, rented or offered for rent for residential purposes, regardless of zoning or permitting status, together with all housing services connected with use or occupancy of the real property such as common areas and recreational facilities held out for use by a tenant. A room or rooms rented separately from other rooms at the same real property shall constitute a single rental unit, even if tenants share other common spaces or amenities.

V. "School Year" means either the Redwood City School District, Sequoia Union High School District, or Belmont-Redwood Shores School District school year, starting with the first (1st) day of instruction for the fall semester through two weeks after the last day of instruction for the spring semester, as posted on the district website each year. For an Educator, the applicable School Year shall be for the District in which the Educator is employed at the time a notice of termination is served. For a child, the applicable School Year shall be for the Redwood City School District if the child is in Pre-K through 8th grade and Sequoia Union High School District if in High School, unless the Rental Unit in question is in the Belmont-Redwood Shores School District, in which case that School Year shall apply.

W. "Tenant" means a tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental agreement to use or occupy a rental unit.

X. "Tenant association" means a group of tenants that has a primary purpose of addressing housing services and conditions, community life, landlord-tenant relations, and/or similar issues of common interest or concern among tenants on the same property or sharing the same landlord, as provided for in Subsection 42.13(B).

Y. "Tenant household" means all persons living together in one rental unit under one rental agreement.

Z. "Utility" and "utilities" means the provision of gas, heat, electricity, water, hot water, sewer, refuse removal, telephone, cable, or internet.

Sec. 42.6. - RENT STABILIZATION FOR CONTROLLED RENTAL UNITS:

A. No landlord shall charge rent or increase rent for a controlled rental unit to an amount greater than the base rent, as specified in subsection 42.6(D) plus any lawful rent increases allowed under this chapter. In the event that there is an original tenant and subsequent additional tenants, the total rent charged to all tenants by the original tenant cannot be more than what can be charged by the landlord.

B. A landlord may set the initial rent for a new tenancy to the extent permitted by state law. After that, a landlord may only increase the rent as allowed by this chapter.

C. **Annual Allowable Rent Increase.**

1. A landlord may increase the rent each year by an amount equal to the annual allowable rent increase.

2. The annual allowable rent increase shall be equal to sixty (60) percent of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-San Mateo-Redwood City region as published by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) for the 12-month period ending as of April of the current year.

3. The new annual allowable rent increase will take effect each year on September 1st.

4. In no event will the annual allowable rent increase be less than zero (0) percent or greater than five (5) percent.

5. The Program shall publicize the annual allowable rent Increase amount each year by no later than August 1st.

6. No unused portion of an annual allowable rent increase may be banked, carried over, or combined with future increases.

D. **Calculation of Base Rent.**

1. Initial rollback. Beginning the effective date of this chapter, no landlord shall charge more rent for any controlled rental unit than the rent amount in effect on October 29, 2025 except for increases expressly allowed under this chapter. For a tenancy that began before October 29, 2025, the rent in effect on that date shall be the base rent.

2. For tenancies beginning after October 29, 2025 the base rent is the initial rental rate in effect on the date the tenancy begins. As used in this subsection 42.6(D)(2), the term "initial rental rate" means only the amount of rent actually paid by the tenant for the initial term of the tenancy.

E. **Utilities.** A landlord shall not charge a tenant for utilities in addition to rent. Utilities may be paid by a tenant when the utility service is separately or individually metered and the utility account is registered to the tenant at the inception of the tenancy. A landlord may also submeter in accordance with California Civil Code § 1954.201 *et seq.* Any attempt by a landlord to allocate or divide the landlord's utility charges to tenants, or divide bills for housing services between units, including but not limited to using a ratio utility billing systems (RUBS) is expressly prohibited regardless of whether authorized by the rental agreement or any written lease provision.

Sec. 42.7. - JUST CAUSE FOR EVICTION PROTECTIONS:

A. **Just Cause Required.** No landlord shall take action to terminate any tenancy unless the landlord is able to prove the existence of one of the following at-fault or no-fault grounds in Sections 42.8 and 42.9. The grounds must be stated in the termination notice that the court action is based upon.

B. Actions to which this section 42.7 applies include, but are not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, bringing any court action to recover possession or be granted recovery of possession of a rental unit, including by seeking the entry of an eviction judgment, or by causing or permitting a writ of possession to be entered or executed, or by endeavoring to recover possession of the rental unit in any other way.

Sec. 42.8. AT-FAULT JUST CAUSES FOR EVICTION:

The following are the only at-fault just causes for which a landlord may terminate a tenancy under this chapter:

A. **Failure to Pay Rent.** The tenant failed to pay the rent to which the landlord is legally entitled under the rental agreement, this chapter, or federal, state, or any other local law.
   1. However, this subsection shall not constitute grounds for eviction where the tenant has withheld rent pursuant to applicable law.

   2. In any action to recover possession of a rental unit filed under this subsection 42.8(A), it shall be a defense that the landlord impeded the tenant's effort to pay rent by refusing to accept rent that a third party paid on behalf of the tenant or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party.

B. **Breach of Lease.** The tenant has continued, after written notice to cease, to substantially violate any of the written material terms of the rental agreement, except the requirement to surrender possession on proper notice as required by law.

   1. A tenant may be evicted for breach of lease only where the tenant has, after written notice to cease, substantially violated a reasonable and legal material term of the rental agreement that was accepted in writing by the tenant. If such terms were added to the rental agreement after the initial creation of the tenancy, the landlord must have first notified the tenant in writing that acceptance of those terms was not required. To establish a substantial violation, the landlord must demonstrate that: (1) the violation caused substantial actual injury to the landlord or to other residents; and (2) the tenant's conduct was unreasonable under the circumstances. Minor, technical, or de minimis violations shall not constitute a breach of lease for purposes of eviction under this chapter.

   2. Notwithstanding any lease provision to the contrary, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the rental unit if the landlord has unreasonably withheld the right to sublease following a written request by the tenant. The tenant must continue to reside in the rental unit as their primary residence and the sublease must replace one or more departed tenants under the rental agreement on a one-for-one basis.

a. A landlord's refusal of a subtenant must state the reason for the refusal. If the landlord fails to respond to the tenant's request to sublease in writing within fourteen (14) days of receipt of the tenant's request, the tenant's request shall be deemed approved by the landlord.

b. A landlord's reasonable refusal of the tenant's written request may not be based on the proposed occupant's lack of creditworthiness, if the occupant will not be legally obligated to pay some or all of the rent directly to the landlord.

3. **Protections for Families.** Notwithstanding any contrary provision in this section 42.8(B), a landlord shall not attempt to recover possession of a rental unit as a result of the addition to the rental unit of a tenant's child, parent, grandchild, grandparent, brother, sister, or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a tenant, so long as the number of occupants does not exceed the maximum lawful number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code Section 17922.

C. **Cause Substantial Damage to Unit.** The tenant has caused substantial damage to or expressly permitted substantial damage to the rental unit and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time.

D. **Nuisance.** The tenant has created a threat to the health or safety of other occupants of the property or of the immediate neighbors of the property. The fact that a tenant has been the victim of a crime, or contacted the police or other emergency services, in and of itself, is not evidence of nuisance for purposes of this subsection 42.8(D). Conduct by a tenant that is the result of their status as a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or another crime against the tenant shall not constitute nuisance under this section, provided that the tenant can provide documentation or other evidence consistent with protections afforded under California Civil Code Sections 1946.7–1946.8 or other applicable state or federal law.

E. **Failure to Give Access.** The tenant has continued to refuse, after the landlord has served the tenant with a written notice, to grant the landlord reasonable access to the rental unit for the purposes of showing the unit to a prospective purchaser or mortgagee or making necessary repairs or improvements required by the law. Unless necessary due to a documented emergency affecting a tenant's health and/or safety, all repair or improvement work will be scheduled in compliance with the tenant safety plan and Section 42.10 and any applicable Program regulations.

1. To terminate a tenancy under this subsection 42.8(E), a landlord:

a. Must show that they provided written notice to the tenant in compliance with California Civil Code Section 1954 and all necessary repair or improvement work was scheduled in compliance with this ordinance and all applicable Program regulations.

b. Shall serve the tenant a written notice of the violation that provides the tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The warning notice shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings and include sufficient details of the violation to allow the tenant to reasonably comply and any information necessary to determine the date, time, place, witnesses present, and the circumstances concerning the reason for the notice. Any such warning notice must be attached to a notice terminating tenancy.

2. Tenants may request that workers, agents, or any other people requesting access to their rental unit wear face masks and may deny access if such a request is refused.

F. **Return to Primary Residence.** The landlord seeks in good faith to recover possession of a separately alienable single-family home or condominium unit for their occupancy as a primary residence after the tenant failed to vacate upon proper notice. This shall apply only where the landlord has previously occupied the rental unit as their primary residence and has the right to recover possession of the unit for their occupancy as a primary residence under an existing written rental agreement with the current tenants for a term of no more than twelve (12) consecutive months.

1. The tenant must be provided, at the inception of the tenancy, with a written statement that includes the length of the tenancy and that the tenancy may be terminated at the end of the temporary tenancy period with no further good cause. This statement must be included in bold text and size 14 font on the first page of the lease agreement.

2. No relocation payment is required under this subsection 42.8(F). However, if the landlord fails to move in within ninety (90) days of the tenant vacating or re-rents the rental unit, any new tenant moving into the rental unit will have as the original base rent the rent in effect at the time the previous tenant vacated.

Sec. 42.9. - NO FAULT JUST CAUSES FOR EVICTION:

A. The following are the only no-fault just causes for which a landlord may terminate a tenancy under this chapter:

1. **Owner Move-In.** The landlord seeks to recover possession in good faith for use as a primary residence by the landlord or the landlord's designated relative or by a professional caretaker who meets the requirements of subsection 42.9(A)(1)(d).

a. For purposes of this subsection 42.9(A)(1), "designated relative" shall mean a landlord's spouse, domestic partner, child, parent, or grandparent.

b. A landlord, as used in subsection 42.9(A)(1), means a natural person who has at least a fifty-one (51) percent recorded ownership interest in the property.

c. The landlord or designated relative or professional caretaker must intend in good faith to move into the rental unit within ninety (90) days after the tenant vacates and to occupy the rental unit as a primary residence for at least thirty-six (36) consecutive months.

d. Where a landlord or their designated relative as listed in subsection 42.9(A)(1) already lives at the property and is over the age of 65 or disabled, a professional caretaker of that landlord or designated relative may additionally qualify as a valid person for whose use of the rental unit the landlord may recover possession under subsection 42.9(A)(1). All other requirements under this subsection 42.9(A)(1) shall continue to apply. If a professional caretaker who has moved into a rental unit under this subsection 42.9(A)(1)(d) is subsequently charged rent for the rental unit, it cannot be more than the previous rent in effect at the time the previous tenant vacated.

e. Except as provided in subsection 42.9(A)(1)(d), above, no eviction may take place under subsection 42.9(A)(1) if the same landlord or the same designated relative already occupies a rental unit on the property, or if a comparable vacancy already exists at the property. Only one specific unit per property may undergo an "owner move-in" eviction. Once a landlord has successfully recovered possession of a rental unit pursuant to subsection 42.9(A)(1), no other landlords may recover possession of any other rental unit at the property under subsection 42.9(A)(1). Any future evictions taking place at the same property under subsection 42.9(A)(1) must be of that same rental unit. At all times, a landlord may make a request to the Program for a reasonable accommodation if the landlord or enumerated relative is disabled and a different unit is necessary to accommodate the person's disability.

f. A landlord who has terminated a tenancy for a rental unit under subsection 42.9(A)(1) may not terminate a tenancy for a tenant who subsequently reoccupies a rental unit after termination of tenancy under subsection 42.9(A)(1) or relocates to a comparable rental unit on the same property for a period of four (4) years beginning from the date of the latest notice terminating the tenancy.

g. A notice terminating a tenancy under subsection 42.9(A)(1) shall contain the name, address of primary residence, and relationship to the landlord of the person intended to occupy the rental unit, a list of all real property owned by each intended future occupant, the amount of monthly rent charged to the current tenant, and the address of the real property, if any, on which each intended future occupant claims a homeowner's property tax exemption.

h. If the landlord, designated relative, or professional caretaker specified on the notice terminating the tenancy fails to occupy the rental unit within ninety (90) days after the tenant vacates, the landlord shall:

   i. Offer the rental unit to the tenant who vacated it at the same rent in effect at the time the tenant vacated; and

   ii. Pay to said tenant all reasonable expenses incurred in moving to and from the rental unit, including lease termination fees. This subsection 42.9(A)(1)(h)(ii) does not limit any other remedies a tenant may have under this chapter or applicable law.

i. If the landlord, designated relative, or professional caretaker specified on the notice terminating tenancy fails to occupy the rental unit within ninety (90) days or fails to occupy the rental unit for at least thirty-six (36) months, and the previous tenant declines to move back into the rental unit, any new tenant moving into the rental unit will have as the original base rent the rent in effect at the time the previous tenant vacated.

j. **Eviction Protection for Elderly, Disabled, or Terminally Ill Tenants.** A landlord may not evict a tenant under subsection 42.9(A)(1) if:

   i. The tenant has resided in the rental unit for at least three (3) years and is either at least 62 years of age or disabled; or

   ii. The tenant is certified as being terminally ill by the tenant's treating physician.

   For the purposes of this subsection 42.9(A)(1)(j), notwithstanding the above, a landlord may evict a tenant who qualifies for the exemption because they are disabled if the landlord or designated relative who will occupy the rental unit is also disabled and no other units are available at the property. Likewise, a landlord may evict a tenant who qualifies for the exemption because they are terminally ill if the landlord or designated relative who will occupy the rental unit is also terminally ill and no other units are available at the property.

k. **School Year Protections for Educators and Students.** It shall be a complete defense to an action to recover possession under this subsection 42.9(A)(1) if:

i. A child under the age of 21 or any educator resides in the unit and the child or educator is a tenant in the unit or the child has a custodial or family relationship with a tenant in the unit;

ii. The tenant has resided in the unit for twelve (12) months or more; and

iii. The expiration date of the notice of termination of tenancy falls during the school year.

l. A landlord may not evict a tenant under subsection 42.9(A)(1) if there is a comparable rental unit at the property occupied by a tenant who moved onto the property more recently than the tenant from whom the landlord seeks to recover possession.

2. **Withdrawal from Rental Market.** The landlord seeks in good faith to recover possession of all rental units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (California Government Code Section 7060 et seq.). The landlord must have fulfilled all requirements of this chapter and all regulations passed by the Program initiating the procedure for withdrawing rental units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the rental units. Tenants shall be entitled to a minimum of one hundred twenty (120) day notice of termination of tenancy. If a tenant is at least sixty-two (62) years of age or disabled, the notice period shall be one (1) year. Notice times may be increased by regulation if state law allows for additional time.

The following shall apply to a unit where the landlord recovers possession pursuant to subsection 42.9(A)(2):

a. **Re-rental Within Two Years.** If the rental unit is offered again for rent or lease for residential purposes within two (2) years of the date the rental unit was withdrawn from rent or lease, the following shall apply:

i. The landlord of the rental unit shall be liable to any tenant who was displaced from the property by that action for actual and punitive damages. Any action by a tenant pursuant to this paragraph shall be brought within three (3) years of the withdrawal of the rental unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

ii. The Program may institute a civil proceeding against the landlord for punitive damages for displacement of tenants. Any action pursuant to this paragraph shall be brought within three (3) years of the withdrawal of the rental unit from rent or lease.

iii. **Right to Reoccupy.** The landlord shall first offer the unit for rent or lease to the tenant displaced from that unit by the withdrawal pursuant to this chapter, if the tenant has advised the landlord by certified mail in writing within thirty (30) days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the landlord with an address to which that offer is to be directed. That tenant or former tenant may advise the landlord at any time during the eligibility of a change of address to which an offer is to be directed.

iv. If the tenant has advised the landlord of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstate a rental agreement or lease on terms permitted by law to that displaced tenant. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the landlord as provided in this subsection 42.9(A)(2)(a), and shall describe the terms of the offer. The displaced tenant shall have thirty (30) days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid. The tenant shall have the option to offer an email address instead of a mailing address to receive such offers. However, the email address must be offered for this specific purpose to be considered offered.

b. **Re-rental of Rental Units Within Five Years.** If the rental unit is offered again for rent for residential purposes within five (5) years of the date the rental unit was withdrawn from rent, the rental unit shall be offered and rented at the lawful rent in effect at the time any notice of intent to withdraw the rental unit is filed with the Program, plus any lawful annual allowable rent increases. The provisions of this paragraph shall apply to all tenancies commenced during either of the following time periods:

i. The five-year period after any notice of intent to withdraw the rental unit is filed with the Program, whether the notice of intent is rescinded or the withdrawal of the rental unit is completed pursuant to the notice of intent.

ii. The five-year period after the rental unit is withdrawn.

This subsection 42.9(A)(2)(b) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

c. **Re-rental Within Ten Years.** A landlord who offers a rental unit for rent within ten (10) years from the date on which it is withdrawn shall first offer the unit to the tenant displaced from that unit by the withdrawal, if that tenant requests the offer in writing within thirty (30) days after the landlord has notified the Program of an intention to offer the rental unit again for residential rent or lease. The landlord of the rental unit shall be liable to any tenant who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract rent for six (6) months, and the payment of which shall not be construed to extinguish the landlord's obligation to comply with this subsection 42.9(A)(2).

d. **Demolition Restrictions.** If the rental unit(s) are demolished, and new rental unit(s) are constructed on the same property, and offered for rent or lease within five (5) years of the date the rental unit(s) were withdrawn from rent or lease, the newly constructed rental unit(s) shall be subject to the system of control established in Section 42.6 at which time they would be offered at the rent that was paid at the time the prior tenancy was terminated under this subsection 42.9(A)(2), notwithstanding any exemption from the system of controls for newly constructed rental units.

e. **Applicability to Successors in Interest.** When a landlord withdraws rental units from rent or lease pursuant to subsection 42.9(A)(2), the requirements of subsection 42.9(A)(2) shall apply to all successors in interest. The Program shall record a notice with the county recorder which shall specifically describe the real property where the rental unit is located, the dates applicable to the constraints and the name of the landlord of record of the real property. The notice shall be indexed in the grantor-grantee index. The Program shall charge a fee for the processing of evictions filed pursuant to subsection 42.9(A)(2).

f. **Notice of Withdrawal.** A landlord who seeks to demolish or withdraw a rental unit from the rental market under subsection 42.9(A)(2) must provide the Program with a notice, that states under the penalty of perjury:

   i. the number of rental units withdrawn;

   ii. the address or location of those rental units;

   iii. the name or names of the tenants of the rental units;

   iv. the lawful rent applicable to each rental unit.

As specified in California Civil Code Section 1947.7 (g), the name or names of the tenants, the rent applicable to any residential rental unit, and the total number of rental units is confidential information and for purposes of this chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the California Civil Code).

g. The landlord must record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the regulation from the Program which will require a certification that actions have been initiated as required by law to terminate any existing tenancies.

h. The landlord must notify the Program in writing of their intention to re-offer the rental unit for rent or lease.

i. The date on which the rental unit is withdrawn from rent or lease for purposes of this chapter is one hundred twenty (120) days from the delivery in person or by first-class mail of the notice of withdrawal to the Program. However, if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one (1) year prior to the date of delivery to the Program of the notice of intent to withdraw, then the date of withdrawal of the rental unit of that tenant shall be extended to one (1) year after the date of delivery of that notice to the Program, provided that the tenant gives written notice of their entitlement to an extension to the landlord within sixty (60) days of the date of delivery to the Program of the notice of intent to withdraw.

j. **Protections During Extension of Tenancy for Elderly or Disabled Tenants.** If a tenant notifies a landlord of their right to an extension pursuant to the previous subsection 42.9(A)(2)(i) in writing within sixty (60) days of the Program receiving the notice of intent to withdraw the rental unit, the following provisions shall apply:

    i. The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Program of the notice of intent to withdraw, subject to any adjustments otherwise available under this chapter.

    ii. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

    iii. The landlord may elect to extend the tenancy on any other rental unit within the rental property up to one (1) year after date of

delivery to the Program of the notice of intent to withdraw, subject to paragraphs (i) and (ii).

iv. Within thirty (30) days of the notification by the tenant to the landlord of their entitlement to an extension, the landlord shall give written notice to the Program of the claim that the tenant is entitled to stay in their rental unit for one (1) year after the date of delivery to the Program of the notice of intent to withdraw.

v. Within ninety (90) days of the date of delivery to the Program of the notice of intent to withdraw, the landlord shall give written notice of the landlord's election to extend a tenancy under paragraph (iii) and the revised date of withdrawal to the Program and any tenant whose tenancy is extended.

vi. The date of withdrawal for the rental unit as a whole, for purposes of calculating any time periods in this chapter, shall be the latest termination date among all tenants within the rental unit, as stated in the notices required by paragraphs (iv) and (v). A landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (iv) and (v) shall not extend the date of withdrawal.

k. The landlord must notify any tenant displaced pursuant to subsection 42.9(A)(2) of the following:

i. That the Program has been notified pursuant to subsection 42.9(A)(2)(f).

ii. That the notice to the Program specified the name and the amount of rent paid by the tenant as an occupant of the rental unit.

iii. The amount of rent the landlord specified in the notice to the Program.

iv. Notice to the tenant of their rights under section 42.9(A)(2)(a)(iii).

v. That if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one (1) year prior to the date of delivery to the Program of the notice of intent to withdraw, then tenancy shall be extended to one (1) year after date of delivery to the Program of the notice of intent to withdraw, provided that the tenant gives written notice of their entitlement to the landlord within sixty (60) days of date of delivery to the Program of the notice of intent to withdraw.

vi. That the extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the Program of the notice of intent to withdraw, subject to any adjustments otherwise available under section 42.6.

vii. That no party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

l. Not later than the last day of the third (3rd) and sixth (6th) calendar months following the month in which notice is given to the Program, and thereafter not later than December 31 of each calendar year for a period of five (5) years, beginning with the year in which the six-month notice is given, the landlord of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to subsection 42.9(A)(2) shall notify the Program, in writing, under penalty of perjury, for each such rental unit:

i. Whether the unit has been demolished;

ii. If the unit has not been demolished, whether it is in use;

iii. If it is in use, whether it is in residential use;

iv. If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the rental unit has been demolished, and one or more new units has been constructed on the lot, the landlord shall furnish the information required by items (ii), (iii), and (iv) for each new unit. The Program shall maintain a record of the notices received under this subsection 42.9(A)(2)(l) for each rental unit withdrawn from the rental market pursuant to subsection 42.9(A)(2).

m. The Program shall notify each person who is reported as having become a tenant in a vacated or new rental unit subject to the reporting requirements of subsection 42.9(A)(2)(l) that it maintains the records described in subsection 42.9(A)(2)(l) and that the rent of the rental unit may be restricted pursuant to subsection 42.9(A)(2).

n. The Program shall maintain a register of all rental units withdrawn from rent or lease under subsection 42.9(A)(2) and the rent applicable to each unit at the time of withdrawal. The Program shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the landlord notifies the Program that the rental unit or replacement unit will again be offered for rent or lease within ten (10) years of the date of withdrawal.

o. The Program may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the landlord has complied with the provisions of subsection 42.9(A)(2).

3. **Temporarily Vacate for Substantial Renovation.** The landlord, after having obtained all necessary permits from the City and an approved tenant safety plan on or before the date the notice of termination is given, seeks in good faith to perform substantial renovation to the property.

   a. For purposes of this subsection 42.9(A)(3), "substantial renovation" means repair or renovation work performed on a rental unit or on the building containing the rental unit that (1) brings the rental unit into compliance with applicable laws regarding building health and safety requirements by making substantial repairs, (2) cannot be performed while the tenant lives there, and (3) improves the property by prolonging its useful life or adding value. Substantial renovation must additionally involve one of the following:

      i. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit under the Redwood City Municipal Code;

      ii. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state, and local laws; or

      iii. Repairs required by a building official in a notice of violation.

   b. Where the landlord owns any other rental units in the city of Redwood City of the same number of bedrooms or fewer, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the tenant vacating the rental unit or a court of competent jurisdiction entering judgment awarding possession of the premises to the landlord, the landlord may notify the tenant in writing of the existence and address of each such vacant rental unit and offer it to the tenant as an alternative to providing the relocation payments required under Section 42.9(C), if the tenant so chooses. In such case, the landlord additionally shall offer the tenant the right, at the tenant's option, to enter into a rental agreement (to be designated as a "temporary rental agreement") for the available rental unit which the tenant may choose. The rent for such a unit shall not exceed the lesser of the lawful rent which may be charged for the available rental unit or the lawful rent in effect at the original rental unit at the time of the notice of termination of tenancy. The rental agreement for the replacement rental unit shall be for a term of the lesser of ninety (90)

days or until the substantial renovation is completed on the rental unit vacated by the tenant.

c. A notice terminating a tenancy under subsection 42.9(A)(3) must include the following information:

   i. A statement informing tenants of their right to relocation payments under this chapter.

   ii. The statement, "When the needed repairs are completed on your unit, the landlord must offer you the opportunity to return to your unit with a rental agreement that has the same terms as your original one and with the same rent."

   iii. A description of the substantial renovation to be completed and the approximate expected duration of the substantial renovation.

d. Where the landlord recovers possession under subsection 42.9(A)(3) either prior to or after an unlawful detainer judgment, the tenant must be given the right of first refusal to reoccupy the unit. The landlord shall notify the tenant household at least sixty (60) days in advance of the date the rental unit becomes available. Within thirty (30) days of receipt of the notice of availability, a tenant household must notify the landlord if it wishes to reoccupy the rental unit. The landlord must hold the rental unit vacant at no cost to the tenant for sixty (60) days from the date the tenant household's written notice of its intent to reoccupy the rental unit is received.

e. **School Year Protections for Educators and Students.** If the expiration date of the notice of termination of tenancy falls during the school year, the landlord must make a showing that the substantial renovation cannot wait to be completed after the school year. Otherwise, it shall be a defense to an action to recover possession under this subsection 42.9(A)(3) that:

   i. A child under the age of 21 or any educator lives in the unit and the child or educator is a tenant in the rental unit or the child has a custodial or family relationship with a tenant in the rental unit;

   ii. The tenant has lived in the rental unit for twelve (12) months or more; and

   iii. The expiration date of the notice of termination of tenancy falls during the school year.

B. **Right of Return and Right of First Refusal at the Same Rent.** All tenants that are displaced based on reasons under this section 42.9(A) shall have the right of first refusal

to return to a rental unit if it is ever returned to the rental market by the landlord or a successor landlord.

1. The new rental agreement shall include the same terms as the original, and the original base rent shall be the rent lawfully paid by the tenant at the time the landlord gave notice for which the basis was listed in this section 42.9.

2. Should the tenant decline to reoccupy the rental unit after it is returned to the rental market, the lawful base rent for the new tenancy shall be the rent lawfully paid by the former tenant at the time the landlord served the termination notice, plus any lawful annual allowable rent increases.

C. **Relocation for No Fault Evictions.**

1. A landlord seeking to recover possession under subsections 42.9(A) must make a relocation payment to the tenant household. The amount of the relocation payment shall be equal to four (4) times the monthly HUD fair market rent for the number of bedrooms in rental unit being vacated, per tenant household, or $12,000, whichever is greater. The landlord shall pay this amount at the time of service of the notice of termination of tenancy. If the notice of termination is withdrawn, the tenant shall return the relocation payment.

2. If any tenant of the tenant household is sixty-two (62) years of age or older, disabled, or terminally ill at the time a notice of intent to withdraw rental units under subsection 42.9(A) is filed with the Program, the tenant household shall be entitled to receive a payment of $6,000 in addition to the payment required by subsection 42.9(C)(1). A tenant must notify the landlord of their entitlement to this payment.

3. When a landlord disputes a tenant household's eligibility to receive standard or additional relocation assistance, either party may file a petition with the Program requesting a hearing to determine eligibility. Such petitions and hearings shall follow all applicable procedures specified in Section 42.15 and Program regulations. This is not an exclusive remedy.

4. Every year following the date of passage, both the minimum relocation payment provided for in subsection 42.9(C)(1) and the additional relocation payment provided for in subsection 42.9(C)(2) shall adjust annually at the rate of increase in the Consumer Price Index (as published by the Program) for the 12-month period ending as of April of the current year.

Sec. 42.10. TENANT SAFETY PLANS FOR REPAIRS, CONSTRUCTION, AND SUBSTANTIAL RENOVATION OF OCCUPIED RENTAL PROPERTIES

A. **Purpose.** The purpose of this section 42.10 is to facilitate investment by landlords in renovations and the construction of new housing without subjecting tenants to either untenantable housing conditions during such renovation work or forced permanent

displacement. A tenant safety plan requires landlords to mitigate such temporary untenantable conditions, either through actions to ensure that tenants can safely remain in place during construction, or through the temporary relocation of tenants to alternative housing accommodations. These two options should not be regarded as mutually exclusive but rather as complementary approaches that may be appropriate for different stages of the renovation process.

B. No landlord shall perform repair, construction, or substantial renovation on an occupied rental unit, a building containing occupied rental units, or on the same lot as the occupied rental unit, which requires a permit or is performed in response to an order to abate from the City building official, without first obtaining an approval of a tenant safety plan for such construction, renovations, or repairs.

    1. **Emergency Repair Exempted.** In the event that a necessary repair must be completed in less than forty-eight (48) hours to ensure the health and safety of a tenant household and no permit is required before work may commence, the work may commence without a tenant safety plan.

    2. **Substantial Renovation.** For purposes of this section 42.10, "substantial renovation" means work performed either on a rental unit or on the building containing the rental unit that brings the rental unit into compliance with the housing code by making substantial repairs and that cannot be made while the tenant lives there, improves the property by prolonging its useful life or adding value, and involves either or both of the following:

        a. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Redwood City Municipal Code.

        b. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state, and local laws.

C. The City (or the Program, at the discretion of the city manager) shall not approve a landlord's application for a permit for repairs, construction, or substantial renovation unless both of the following conditions have been met:

    1. The landlord has submitted a tenant safety plan to the Program which, in accordance with this section 42.10, the Program finds adequately mitigates the impact of the construction, renovation, or repairs upon affected tenants; and

    2. The landlord has submitted to the Program a declaration documenting that the landlord served to affected tenants both a notice of substantial renovation and a copy of the non-confidential portions of the tenant safety plan.

D. **Tenant Safety Plan Requirements.** At a minimum, a tenant safety plan shall provide the following information as well as any other information the Program deems necessary

to ensure that the impact of the renovation upon affected tenants is adequately mitigated:

1. Identification of the landlord, the general contractor responsible for the renovation, and any specialized contractor responsible for hazardous material abatement, including but not limited to lead-based paint and asbestos;

2. Identification of all affected tenants, including the current rent each tenant pays and the date of each tenant's last rent increase. In accordance with California Civil Code Section 1798 et seq., information regarding tenants shall be considered confidential;

3. Description of the scope of work covered in the construction, repair, or renovation. This description shall address the overall work to be performed on all affected rental units and common areas, the specific work to be undertaken on each affected rental unit, an estimate of the total project cost and time, and an estimate of the cost and time of renovation for each affected rental unit;

4. Identification of the impact of the renovation on the habitability of affected rental units, including a discussion of impact severity and duration of noise, utility interruption, exposure to hazardous materials, interruption of fire safety systems, inaccessibility of all or portions of each affected rental unit, other potential health hazards such as exposure to infectious diseases, and disruption of other housing services;

5. Identification of the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenantable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, and are not exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos. Such measures may include the adoption of work procedures that allow a tenant to remain on-site and/or the temporary relocation of tenants;

6. Identification of the impact of the renovation on the personal property of affected tenants, including work areas which must be cleared of furnishings and other tenant property, and the exposure of tenant property to theft or damage from hazards related to work or storage;

7. Identification of the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss; and

8. Identification of a phone number and email address of a responsible party who will be responsive to tenant complaints about the execution of the substantial renovation.

E. **Tenant Safety Plan Acceptance.** The Program shall make a determination of whether the landlord's proposed tenant safety plan is adequate within five (5) working days of the

date the Program receives the plan for review. The Program shall accept those plans which meet the requirements of this section 42.10 and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1, applicable local codes, and in accordance with any regulations or guidelines adopted by the Program, will adequately mitigate the impacts of renovation upon tenants.

1. The tenant safety plan may allow for the temporary disruption of major systems during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, without requiring the relocation of tenants in order to adequately mitigate the impacts upon the affected tenants.

2. The Program shall provide landlords with written indications of deficiencies which must be addressed whenever a tenant safety plan is determined to be inadequate. A landlord may submit an amended plan in order to correct identified deficiencies.

3. Once the Program has approved a landlord's proposed tenant safety plan, the landlord must provide impacted tenants a copy of the approved tenant safety plan along with a notice, as provided by the Program, of the tenant's right to appeal the tenant safety plan pursuant to subsection 42.10(E)(4).

4. Landlords and tenants may appeal the Program's determination regarding a tenant safety plan. The appeal shall be made in writing, upon appropriate forms provided by the Program, and shall specify the grounds for appeal, such as the plan being overly disruptive or that a temporary relocation should or should not be provided. The appeal shall be filed within fifteen (15) calendar days of the service of the Program's determination. The requested hearing shall be held within thirty (30) calendar days of the filing of the appeal following the procedures adopted under this chapter. The Program shall issue a written decision within ten (10) calendar days of the hearing on the appeal, with a copy of the decision served on the landlord and the tenants by first class mail, postage prepaid, or in person. Such appeals and hearings shall follow all applicable procedures specified in Section 42.15 and Program regulations.

5. Tenants may raise on appeal that job or childcare schedules or other unavoidable hardship require relocation or other mitigation measures beyond those proposed by the landlord, in addition to the other requirements of this section 42.10.

6. Notwithstanding Subsection 42.10(E)(1), a tenant safety plan shall not be approved if it would allow tenants to be exposed at any time to toxic or hazardous materials, including, but not limited to, lead-based paint and asbestos.

F. **Substantial Renovation Notice.** In the event that the work proposed is a substantial renovation, service of the approved tenant safety plan items shall be provided in the manner prescribed by Section 1162 of the California Code of Civil Procedure and at

least sixty (60) days prior to the date the substantial renovation is scheduled to begin. Notice of substantial renovation shall be written in the language in which the original lease was negotiated and shall provide the following information:

1. The estimated start and completion dates of any substantial renovation associated with the accepted tenant safety plan;

2. A description of the substantial renovation to be performed and how it will impact that particular tenant or household;

3. Whether temporary relocation will be required, and if so, a notice concerning tenants' rights under this chapter;

4. Instructions that tenants with questions should consult the landlord or the Program;

5. Notice of the tenant's right to reoccupy the units under the existing terms of tenancy upon completion of the substantial renovation;

6. Notice that the tenant may appeal the Program's acceptance of a tenant safety plan provided such request is submitted within fifteen (15) days of the tenant's receipt of the notice of substantial renovation;

7. Notice that a tenant can make complaints to the responsible party identified in the tenant safety plan; and

8. A disclaimer in at least 24 point bold font on the first page of the notice stating "THIS IS NOT AN EVICTION NOTICE. IF YOU HAVE QUESTIONS CONCERNING YOUR RIGHTS AS A TENANT CALL [phone number of Program].

G. **Short-Term Tenant Relocation Plan.**

1. When a tenant will be displaced from their rental unit for renovation, repairs, or construction work for a period of fewer than thirty (30) days, the tenant shall be immediately entitled to receive short-term relocation payments from the landlord as set out in subsection 42.10(G)(3). The tenant may choose not to receive short-term relocation payments. If the tenant receives short-term relocation payments, the tenant remains obligated to pay to the landlord the lawful rent in effect when the tenant vacates. If the tenant has chosen not to receive short-term relocation payments, the tenant shall not be obligated to pay any rent until the tenant reoccupies the rental unit.

2. Should a tenant be displaced for a greater time than originally notified, the landlord shall pay additional short-term relocation expenses for each additional day of displacement, to be paid on a weekly basis prior to each additional week.

3. The following amounts shall be paid by the landlord to the tenant for each day of displacement:

    a. Hotel or motel accommodations: $200.00 per household; and

    b. Meal expenses: $50.00 per occupant.

4. The dollar amounts specified in this subsection 42.10(G)(3) shall adjust annually at the rate of increase in the Consumer Price Index (as published by the Program) for the 12-month period ending as of April of the current year. The Program shall publish the new short-term relocation payment amounts each year following the increase.

5. A landlord's failure to properly comply with the provisions of this section 42.10 is not a defense to failing to provide relocation payments under this subsection 42.10(G) or any available remedy.

H. Nothing in this section 42.10 shall prevent a tenant from seeking a reasonable accommodation for disability from a landlord or impact a tenant's existing legal right to disability accommodations during renovations.

Sec. 42.11. - PROVISIONS APPLICABLE TO ALL EVICTION ACTIONS:

A. In any action to recover possession of a rental unit, a landlord must allege and prove that the landlord seeks to recover possession of the unit with good faith, honest intent, and no ulterior motive, for the reason stated in the termination notice.

B. If a landlord claims the rental unit is exempt from this chapter, the landlord must allege in the notice of termination of tenancy and prove that the unit is covered by one of the exceptions enumerated in Subsection 42.3(B), including the specific grounds for the exemption. Failure to make such allegations in the notice shall be a complete defense to any unlawful detainer action.

C. **Additional Notice Requirements.** In any notice purporting to terminate a tenancy under this chapter, the landlord shall state the cause for the termination and any information required under this chapter. All termination notices served under this chapter must additionally include the following:

    1. A statement that information regarding the laws upon which the notice terminating the tenancy is based is available from the Program;

    2. A statement that tenants seeking legal advice should consult with an attorney;

    3. The statement, "The Redwood City Fair and Affordable Housing Ordinance applies to your rental unit. Your landlord must have one of the reasons specified in the ordinance in order to end your tenancy. Reasons that are not listed in the ordinance, such as the sale of the property, are not valid causes for eviction under the ordinance.";

4. The calendar date on which the tenant is required to vacate, including the month and day;

5. All notices that the landlord is otherwise required by this chapter to serve on a tenant during an effort to terminate a tenancy, which must be attached to the termination notice; and

6. Any other information that the Program may, by regulation, require.

D. **Filing of Termination Notices.** The landlord shall file with the Program a copy of any notice terminating a tenancy within three (3) days after serving the notice on the tenant.

E. **Failure to Strictly Comply in Eviction Actions.** In any legal action brought to recover possession of a rental unit, the landlord must allege and prove compliance with this chapter. A landlord's failure to strictly comply with any requirement of this chapter or any implementing regulation may be asserted by a tenant as an affirmative defense in an action brought by the landlord to recover possession of the rental unit.

F. The requirements of this section 42.11 shall apply to all notices terminating tenancy that have been served as of the effective date of this chapter, but where the corresponding rental unit has not been vacated or an unlawful detainer judgment has not been issued as of the effective date of this chapter.

G. **Good Faith in Eviction Actions.** The Program may adopt regulations governing the determination of good faith.

Sec. 42.12. - BUYOUT OFFERS AND AGREEMENTS:

A. **Definitions.** As used in this section 42.12, the following terms shall have the following meanings:

1. **Buyout Agreement.** An agreement in which a landlord pays a tenant money or other consideration to vacate a rental unit. An agreement to settle an unlawful detainer action pending in court does not constitute a "buyout agreement."

2. **Buyout Offer.** An offer, written or oral, by a landlord to pay a tenant money or other consideration to vacate a rental unit. An offer to settle an unlawful detainer action pending in court does not constitute a "buyout offer."

B. **Disclosure Required.** No less than ten (10) days prior to making a buyout offer for a rental unit, the landlord shall provide each tenant in that rental unit a written disclosure, on a form developed and authorized by the Program, that includes the following:

1. A statement that the tenant has a right not to enter into a buyout agreement;

2. A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

3. A statement that the tenant may rescind the buyout agreement for up to thirty (30) days after it is fully executed;

4. A statement that the tenant may consult the Program with respect to the buyout agreement;

5. Any other information required by the Program consistent with the purposes and provisions of this section 42.12; and

6. A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

C. Every buyout agreement shall be in writing and include the following statements in bold letters in at least fourteen (14) point font in close proximity to the space reserved for the signature of the tenant(s):

"You may cancel this agreement in writing at any time before the thirtieth (30th) day after all parties have signed this agreement. You have a right not to enter into a buyout agreement. You may choose to consult with an attorney or the Redwood City Rent Stabilization and Tenant Protections Program before signing this agreement. The Redwood City Rent Stabilization and Tenant Protections Program may have information about other buyout agreements in your neighborhood."

D. A buyout agreement that does not satisfy all the requirements of this section 42.12 shall not be effective and shall be void at the option of the affected tenant(s). However, any remedy based on an ineffective or void buyout agreement shall not include displacement of a subsequent tenant or tenants of the affected rental unit.

E. **Right to Rescind.** A tenant shall have the right to rescind a buyout agreement for up to thirty (30) days after its execution by all parties, so long as the tenant has not already permanently vacated the rental unit. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or place in the U.S. mail a statement to the landlord indicating that the tenant has rescinded the buyout agreement no later than the thirtieth (30th) day after it is executed by all parties.

F. The landlord shall retain a copy of each signed disclosure form for five (5) years, along with a record of the date the landlord provided the disclosure to each tenant, and shall give each tenant a copy of the buyout agreement at the time the tenant executes it.

G. The landlord shall provide a copy of the buyout agreement to the Program no sooner than the thirty-first (31st) day after the buyout agreement is executed by all parties, and no later than sixty (60) days after the agreement is executed by all parties.

H. Buyout agreements must be maintained by the Program in a file that is separate from any other file.

I. All information included in the buyout agreements by which an individual might reasonably be identified ("personally-identifying information"), including without limitation

an individual's name, phone number, unit number, or specific street address, must be maintained as confidential.

J. The Program shall collect data from the filed buyout agreements--including, without limitation, the compensation paid as consideration for the buyout agreement and the neighborhood of the affected Rental Unit--and shall make that data public; but only to the extent that no personally identifying information is revealed.

Sec. 42.13. - HARASSMENT PROHIBITED:

A. No landlord or such landlord's agent, contractor, subcontractor, or employee shall do any of the following, in bad faith. For purposes of this section 42.13, "bad faith" means willful, reckless, or grossly negligent conduct in disregard for legal requirements or in a manner indifferent to the rights of or impact on tenants. The scope and effect of the conduct will be taken into account in determining whether the conduct is in bad faith. The Program may enact regulations to further guide the determination that conduct is in bad faith.

1. Reduce, interrupt, terminate, or fail to provide housing services required by a rental agreement or by state, county, or local housing, health, or safety laws, or threaten to do so. This includes the following:

    a. Curtailing any utility services by any means whatsoever, including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services.

    b. Impeding reasonable access to the rental unit.

    c. Removing doors or windows of the rental unit.

2. Fail to perform repairs or maintenance required by a rental agreement or by state, county, or local housing, health, or safety laws, or threaten to do so.

3. Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts, or fail to use all containment or remediation protocols designed to protect the health and safety of the occupants of property when completing repairs and maintenance.

4. Abuse the landlord's right of access into a rental unit as established and limited by California Civil Code Section 1954 or successor statute, including the following:

a. Failing to provide the approximate time of entry to a tenant or providing a time window that is excessive relative to the amount of time for which the landlord requires access.

b. Entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection, including exceeding the scope of a notice provided per California Civil Code Section 1954.

c. Entering an excessive number of times.

d. Entering in a way that improperly targets certain tenants or is used to collect evidence against occupants or is beyond the scope of an otherwise lawful entry.

e. Entering or demanding entry at times outside of normal business hours, unless for health and safety reasons or if the tenant agrees otherwise.

f. Entering contrary to a tenant's reasonable request to change the date or time of entry.

g. Misrepresenting the reasons for accessing a rental unit.

h. Failing to notify a tenant that a noticed entry has been canceled.

5. Remove or threaten to remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except when done pursuant to the procedures set forth in California Civil Code Section 1980 et seq., or successor statute.

6. Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, state, or federal agency based on their perceived or actual immigration status.

7. Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.

8. Attempt to coerce a tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.

9. Threaten the tenant, or their guests, by word or gesture, with physical harm.

10. Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by California law.

11. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment or rental assistance payment. This shall include a refusal to accept rent paid on

behalf of the tenant from a third party, or to timely provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party.

12. Refuse to cash a rent check or money order for more than thirty (30) days.

13. Interfere with a tenant's right to privacy. This includes, but is not limited to, the following:

    a. Recording video or audio that captures the interior of a rental unit.

    b. Unreasonable inquiry into a tenant's relationship status or criminal history.

    c. Unreasonable restrictions on or inquiry into guests. Unreasonable restrictions on guests include, but are not limited to, prohibiting a tenant from hosting overnight guests and charging a tenant a fee for hosting overnight guests.

14. Request information that violates a tenant's right to privacy. This includes, but is not limited to, requesting information regarding the residency status, citizenship status, or social security number of any tenant or member of the tenant's family or household member, occupant, or guest of any tenant, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy prior to the inception of a tenancy, or releasing such information except as required or authorized by law. This includes a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g., an Individual Taxpayer Identification Number (ITIN). This subsection 42.13(A)(14) applies to a prospective tenant as well as to a current tenant.

15. Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts.

16. Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under California Civil Code Section 1940.1. Forced vacation can be implied from the totality of the circumstances.

17. Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental agreement, unless:

    a. The change in the terms of tenancy is authorized by California Civil Code Sections 1946.2(f), 1947.5, or 1947.12, or successor statutes, or is required by federal, state, or local law or regulatory agreement with a government agency; or

b. The change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement.

Notwithstanding subsections 42.13(A)(17)(a) and (b), for controlled rental units, all changes in the terms of tenancy must additionally comply with the provisions of this chapter and any accompanying regulations.

18. Remove a housing service for the purpose of causing the tenant to vacate the rental unit.

19. Commit elder financial abuse, as defined by California Welfare and Institutions Code 15610.30 et seq., of a tenant.

20. Fail to provide or fail to adequately provide housing services to a tenant that are customarily provided to other tenants in the building who pay a different rent amount or use a different source of income to pay rent.

21. Fail to provide or fail to adequately provide housing services to a tenant that are customarily provided to other tenants in the building when the tenant owes COVID-19 rental debt. For purposes of this subsection 42.13(A)(21), "COVID-19 rental debt" shall mean unpaid rent or any other unpaid financial obligation under the rental agreement that came due between March 1, 2020 and February 28, 2023.

22. Release information protected by the tenant's right to privacy except as required or authorized by law.

23. Conduct elective renovation of or construction work on a rental unit for the purpose of harassing a tenant.

24. Provide false written or verbal information regarding any federal, state, county, or local tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, requesting or demanding a tenant:

    a. Sign a new rental agreement not in the tenant's primary language if:

        i. Rental agreement negotiations were conducted in the tenant's primary language;

        ii. The existing rental agreement is in the tenant's primary language; or

        iii. The landlord is otherwise aware that the new rental agreement is not in the tenant's primary language.

b. Enter into a rent repayment plan if the landlord states, misrepresents, suggests, or implies, that the tenant should or must do so to take advantage of tenant protection laws that do not in fact require such plans.

25. Communicate with the tenant in a language other than the tenant's primary language for the purpose of intimidating, confusing, deceiving, or annoying the tenant.

26. Interfere with the right of tenants to engage in organizing activities.

27. Engage any tenant in any form of human trafficking as defined by California Penal Code Section 236.1, as a condition of that tenant's continued occupancy of a rental unit.

28. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

The Program may, by regulation, augment but not eliminate, reduce or weaken this list.

B. **Severances Prohibited.** The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies in residential hotels. For purposes of this section 42.13, good cause shall include:

1. The requirement of federal, state, or local law;

2. For rental units which are not controlled rental units, acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;

3. For controlled rental units, Program approval of the removal of amenities in a manner consistent with the Program's regulations; or

4. The removal of a balcony for which repair or removal was necessary for safety and where the landlord has obtained all necessary permits for the removal.

A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.

Defense to Unlawful Detainer. A tenant may use the protections afforded in this article as an affirmative defense in an unlawful detainer, ejectment, and other actions, regardless of the factual allegations in the eviction notice, when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

Sec. 42.14. - RENT STABILIZATION AND TENANT PROTECTIONS PROGRAM AND FUNDING:

A. **Powers and Duties.** The Program shall have the following powers, duties, and responsibilities:

1. Establish a base rent under Subsection 42.6(A).
2. Make rent increases and decreases in accordance with section 42.14.
3. Issue orders, rules, and regulations; conduct hearings; and charge and collect fees as set forth below.
4. Make such studies, surveys, and investigations; conduct such hearings; and obtain such information as is necessary to carry out its powers and duties.
5. Report annually to the Council on the status of rental housing covered by this chapter.
6. Maintain a database of unlawful detainer filings, and termination, rent increase, and change in terms notices received by the Program.
7. Administer oaths and affirmations and subpoena witnesses.
8. Establish rules and regulations for deducting penalties and settling civil claims regarding the rental housing fee.
9. Seek injunctive and other civil relief under this chapter.
10. Charge and collect the rental housing fee, including penalties for late payments.
11. Make available on a contract basis, legal services for low-income residents of the city related to presentation in evictions, petitions, hearings, and administrative appeals.
12. Collect and/or receive copies of notices of termination of tenancy, unlawful detainer complaints, rent increase, and changes in terms of tenancy.
13. Any other duties necessary to administer and enforce this chapter.

B. **Rules and Regulations.** The Program shall issue such rules and regulations as will further the purposes of the chapter. The Program shall publicize its rules and regulations prior to promulgation on its website and any other appropriate medium. All rules and regulations, internal staff memoranda, and written correspondence explaining the decisions, orders, and policies of the Program shall be kept in the Program's office and made available online to the public for inspection, download, and copying or any other future appropriate technology.

C. **Community Education**.

1. The Program shall publicize this chapter so that all residents of Redwood City will have the opportunity to become informed about their legal rights and duties under this chapter. The Program shall prepare a brochure which fully describes the legal rights and duties of landlords and tenants under this chapter. The brochure will be available to the public and each tenant of a rental unit shall receive a copy of the brochure from their landlord. Landlords shall provide the brochure at the commencement of the tenancy and with each notice of rent increase, and to all sitting tenants when the brochure is first made available by the Program. This brochure will be made available for download from the City website and/or other appropriate technology. Information about the chapter shall be made available in all other languages that are requested by the community.

2. The Program shall produce materials describing a tenant's rights under the ordinance for posting in common areas. If rental units subject to this chapter are located on a property with an interior common area that all tenants have access to, the landlord must post the materials as provided and specified by the Program in at least one such common area on the property.

D. **Rental Housing Fee.**

1. The Council shall finance the reasonable and necessary expenses of the Program by charging landlords an annual rental housing fee. The Council shall ensure that the rental housing fee is set at a level sufficient to fund the duties and responsibilities of the Program, including but not limited to the provision of legal services as set out under subsection 42.14(A)(11).

2. The rental housing fee amount will be determined by the Council after the Program provides a recommendation to the Council. The Program and staff to enforce this chapter shall be funded only by the rental housing fee and not from the City's general fund. However, the City shall front any necessary funds until the City has collected such fees.

3. From the time that this chapter goes into effect until the rental housing fee is determined, the amount shall be $120 per controlled rental unit per year ($10 per month) and $84 per unit ($7 per month) for units that are partially exempt under Section 42.4 only and are not controlled rental units.

4. The rental housing fee shall become due at the start of a new tenancy if no rental housing fee was paid the prior year. Ongoing tenancies shall have rental housing fees collected in January of each year or at the same time as the city business license fee is collected each year. The fee shall not be deemed late and no penalty shall be imposed unless received by the Program thirty (30) days or more after the due date.

5. The rental housing fee shall be deposited into a Rent Stabilization and Tenant Protections Program fund, the sole and exclusive purpose for which shall be the

funding of the program and the administration, enforcement, and enactment of this chapter.

E. **Personnel.** The Council shall review and assess the Program yearly to ensure that a sufficient number of staff are employed by the Program, such as a Program administrator, hearing examiners, housing counselors and legal services, as may be necessary to perform the functions of the Program efficiently in order to fulfill the purpose of this chapter.

F. **Reporting and Fee Payment Requirements.**

1. Within sixty (60) days after the adoption of this chapter, all landlords shall be required to provide a copy of all rent increase notices, change of terms of tenancy and tenancy termination notices with the Program within three (3) days after serving said notice on a tenant. A proof of service with time and date of service of notice on tenant shall be included with any notice filed with the City.

2. If the Program, after the landlord has proper notice and after a hearing, determines that a landlord has willfully and knowingly failed to properly report, as described above, any rent increase notices, change of terms of tenancy or tenancy termination, or to pay the rental housing fee, the Program may authorize the tenant of such a rental unit to withhold all or a portion of the rent for the rental unit until such time as the rental housing fee is paid or notice filed. After a notice is properly filed or fee paid, the Program shall determine what portion, if any, of the withheld rent is owed to the landlord for the period in which the notice is not properly filed or fee paid. Whether or not the Program allows such withholding, no landlord who has failed to properly report or pay the fee shall at any time increase rents for a controlled rental unit until such fee or notice is reported. This shall take effect thirty (30) days after determination of the Program.

3. Failing to pay the fee or comply with subsection 42.14(F)(1), before the filing of an unlawful detainer lawsuit is a complete defense to an unlawful detainer. No Program action is required for this defense to be alleged or litigated in an unlawful detainer action.

Sec. 42.15. - RENT STABILIZATION PETITION AND HEARING PROCESS:

A. **Petitions to Raise or Decrease Rents.** A landlord or a tenant may file a petition with the Program to increase or decrease the maximum allowable rent of a rental unit for a reason outlined in this chapter.

1. **Petition Procedures.** The petition shall be filed on the form provided by the Program. A petition filed by a landlord shall include a declaration by the landlord that the rental unit meets all requirements of this chapter. The Program may refuse to hold a hearing and/or grant a rent adjustment if an individual hearing

has been held and decision made regarding maximum allowable rent for the rental unit within the previous twelve (12) months.

2. **Procedures for Rent Adjustment.** After a petition is filed, a hearing examiner may adjust the maximum allowable rent of an individual controlled rental unit upward or downward per the requirements of this chapter. In making adjustments, the hearing examiner shall consider the purposes of this chapter and the requirements of law, including state law.

B. **Downward Adjustments.** In making an individual downward adjustment, the Program may consider prior or current unlawful increases, decreases in housing services; substantial deterioration of the controlled rental unit; or failure on the part of the landlord to provide adequate housing services or to comply substantially with applicable housing, health, and safety codes.

C. **Upward Adjustments - Right of Reasonable Return for Landlords.**

1. Landlords have the right to a reasonable return on their investment. A hearing examiner shall make an upward adjustment of the maximum allowable rent if a landlord demonstrates that such adjustments are necessary to provide a reasonable return. The Program may create regulations to govern petitions filed under this subsection 42.15(C) in accordance with this chapter and the law.

2. **Factors to be considered.** In making such upward adjustments of the maximum allowable rent, the hearing examiner shall consider the purposes of this chapter and shall specifically consider all relevant factors, including (but not limited to):

   a. Increases or decreases in property taxes;

   b. Increase or decrease in utility costs;

   c. Unavoidable increases or any decreases in maintenance and operating expenses;

   d. The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement, and maintenance) where such capital improvements are necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;

   e. Increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules;

   f. Substantial deterioration of the rental unit other than as a result of normal wear and tear;

g. Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health and safety codes, or the rental agreement;

h. Whether parties conferred in good faith relating to housing services and conditions, landlord-tenant relations, rent increases, and other issues of common interest or concern;

i. The pattern of recent rent increases or decreases;

j. The landlord's rate of return on investment. In determining such return, all relevant factors, including but not limited to the following shall be considered: the landlord's actual cash downpayment, method of financing the property, and any federal or state tax benefits accruing to the landlord as a result of ownership of the property; and

k. Whether or not the property was acquired or is held as a long-term or short-term investment.

3. Additional limits on the total increase per month and length of monthly increases shall be added by the Program through regulations.

4. The Program shall not authorize an upward adjustment of an individual maximum allowable rent if the landlord:

a. has continued to fail to comply, after order of the Program, with any provisions of this chapter and/or orders or regulations issued thereunder by the Program; or

b. has failed to bring the rental unit into compliance with the implied warranty of habitability.

D. **Effective Date of Adjustment.** If the Program approves an increase in the maximum allowable rent, the increase shall become effective only after the landlord gives the tenant at least a thirty (30) day written notice of the rent increase and the notice period expires. If the Program approves a downward adjustment of the maximum allowable rent, the rent decrease shall take effect no sooner than thirty (30) days after the date both parties are sent notice of the downward adjustment and its effective date by the Program.

E. **Hearing Procedure.** The Program shall enact rules and regulations for hearings and appeals which shall include the following:

1. **Hearing Examiner.** A hearing examiner designated by the Program shall conduct a hearing to act upon the petition for individual adjustment of maximum allowable rent and shall have the power to administer oaths and affirmations.

2. **Notice.** Once it receives a petition, the Program shall notify the other party and provide a copy thereof.

3. **Time of Hearing.** The hearing examiner shall notify all parties of the time, date and place of the hearing.

4. **Records.** The hearing examiner may require either party to attend a hearing to provide it any records and papers deemed pertinent in addition to the information in registration statements for the rental unit. If the hearing examiner finds good cause to believe the Program's information does not reflect the current condition of the controlled rental unit, the hearing examiner shall conduct a current building inspection and/or request that the City conduct a current building inspection. The tenant may request that the hearing examiner order such an inspection on or prior to the date of the hearing. All documents required under this subsection 42.14(E)(4) shall be made available to the parties at the Program office prior to the hearing. In cases where information filed in a petition or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on the petition until the deficiency is remedied.

5. **Open Hearings.** All maximum allowable rent adjustment hearings shall be open to the public.

6. **Right of Assistance.** All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, tenant association representatives, or any other persons designated by the parties.

7. **Hearing Record.** The Program shall make an official record of the hearing, including the audio recording, available for inspection and copying by any person. This shall constitute the exclusive record for decision on the issues of the hearing. The record of the hearing shall include all exhibits, papers, and documents required to be filed or offered or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions, orders and/or rulings; all final decisions, orders and/or rulings; and the reasons for each final decision, order and/or ruling. Any party may receive a copy of the audio recording. Reasonable costs may be charged for a recording copy. The Program shall not be responsible for transcribing the audio recording.

8. **Standard of Proof and Notice of Decision.** A hearing examiner shall not grant an individual adjustment unless the adjustment is supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which the decision is based. The parties to the proceeding shall also be notified in the decision of their right to any appeal allowed by the Program and/or to judicial review of the decision pursuant to this section 42.15.

9. **Consolidation.** All landlord petitions pertaining to tenants of the same property shall be consolidated for hearing. All petitions filed by tenants occupying the same property shall be consolidated for hearing unless there is a showing of good cause not to consolidate the petitions.

10. **Appeal.** Any person aggrieved by the decision of the hearing examiner may appeal to the Council. On appeal, the Council shall affirm, reverse or modify the decision of the hearing examiner.

11. **Finality of Decision.** The decision of the hearing examiner shall be the final decision of the Council in the event that neither party appeals to the Council. The decision of the hearing examiner shall be stayed pending appeal.

12. **Time for Decision.** The rules and regulations adopted by the Program shall require final action on any individual rent adjustment petition within a reasonable time.

F. Decisions decreasing rents due to reductions in services or failure to maintain the property shall remain in effect until the hearing examiner finds that the landlord has corrected the defect warranting the decrease. The Program shall, by regulation, establish procedures for making prompt compliance determinations. Upon a determination of compliance, the landlord shall be entitled to reinstate the prior rent level, retroactive to the date that the landlord notified the Program that it had corrected the defect that warranted the decrease. This shall occur in compliance with California Civil Procedure Section 1942.4. If the landlord is found to be in violation of California Civil Procedure Section 1942.4, then no rent shall be charged for the period during which the landlord was in violation.

Sec. 42.16. - NON-WAIVERABILITY:

Any provision, whether oral or written, whereby any provision of this chapter is waived, shall be deemed to be against public policy and shall be void.

Sec. 42.17. - JUDICIAL REVIEW:

A landlord or tenant aggrieved by any action or decision of the Program may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Program shall go into effect until thirty (30) days have expired to allow for such appeal.

Sec. 42.18. - REMEDIES:

A. **Civil.** Any aggrieved tenant, or the City, may enforce the provisions of this chapter by means of a civil action.

B. **Injunctive and Equitable Relief.** Any person who commits an act or engages in any pattern and practice that violates this chapter or its implementing regulations may be enjoined therefrom by a court of competent jurisdiction. A court may issue other

equitable relief as may be necessary to prevent the use or employment by any person of any practice which violates this ordinance or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired through practices that violate this ordinance. An action for injunction under this subsection 42.18(B) may be brought by an aggrieved tenant, by the city attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

C. **Damages**

1. **Damages for Relocation Payments.** If a landlord fails to provide required relocation payments in accordance with this chapter, in addition to any other remedy under this chapter, or at law, the landlord shall be liable to the tenant in a civil action for damages of not less than three (3) times actual damages.

2. **Eviction Protection Damages.** Any attempt to recover possession of a rental unit or obtain possession of a rental unit in violation of this chapter shall render a landlord liable to the tenant in a civil action for damages of not less than three (3) times actual damages, including damages for mental anguish and emotional distress. Damages for mental anguish and emotional distress shall be trebled if the landlord acted in knowing violation or reckless disregard of this chapter.

3. **Damages for Excess Rent.** Any landlord who demands, accepts, receives, or retains any payment of rent in excess of the maximum allowable rent, in violation of the provisions of this chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and rental housing registration fee requirements, shall be liable in a civil action to the tenant from whom such payments are demanded, accepted, received or retained, for damages of not less than three (3) times actual damages, in the amount by which the payment or payments demanded, accepted, received or retained exceed the maximum lawful rent. If the landlord's violation under this subsection 42.18(C)(3) was willful, the landlord shall be liable for three (3) times actual damages.

4. **Harassment Damages.** Any person who violates, or aids or incites another person to violate, the provisions of section 42.18 shall be liable in a civil action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of $1,000.00, whichever is greater, and whatever other relief the court deems appropriate. In the case of an award for damages for mental or emotional distress, the award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter. Moreover, any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to $5,000.00 for each offense committed

against a person who is disabled or aged sixty-two (62) or over. The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by California Civil Code Section 3294 or successor statute.

D. **Attorney's Fees and Costs.**

1. **Action by City Attorney.** In any civil proceeding brought by the city attorney pursuant to this section 42.18, the City may, at the initiation of the proceeding, seek an award of attorney's fees. If the City seeks an award of attorney's fees, the award shall be made to the prevailing party. Court costs may be awarded to a prevailing party pursuant to state law.

2. **Action by Tenant.** In any civil action brought pursuant to this section 42.18, the prevailing tenant is entitled to recover the tenant's court costs and reasonable attorney's fees. A defendant landlord may recover reasonable attorney's fees if the complaint brought by the tenant was found by a court of competent jurisdiction to be devoid of merit and brought in bad faith.

3. **Costs of Investigation.** In the event the city attorney brings a civil action, or proceeding pursuant to this chapter, the city attorney may recover its costs of investigation.

E. **No Exhaustion Requirement.** No tenant shall be required to exhaust any administrative remedies before utilizing a private right of action in this section.

F. **Nonexclusive Remedies and Penalties.** The remedies provided in this section 42.18 are not exclusive and are not intended to be exclusive of each other or to any other existing legal remedies. The remedies of this chapter may be used cumulatively with any other remedy available at law or equity.

G. **Statute of Limitations.** The statute of limitations for an action shall be three (3) years. All remedies under this chapter are available for the entire three-year statutory period.

Section 2. Severability - Liberal Construction. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable. The people of Redwood City declare that they would have adopted this ordinance and each section, subsection, sentence, clause, or phrase of the ordinance in spite of the fact that any one or more of the same be declared unconstitutional or invalid. This chapter shall be liberally construed to achieve the purposes of this chapter and to preserve its validity.

Section 3. Competing Ordinances. In the event that there is another ordinance on the ballot during the same election which seeks to regulate residential housing which also passes, the ordinance which obtains the higher number of votes shall be the controlling ordinance.

Section 4. Effective Date. This ordinance shall be effective only if approved by a majority of the voters voting thereon and shall go into effect ten (10) days after the vote is declared by the Council. The mayor and city clerk are hereby authorized to execute this chapter to give evidence of its adoption by the voters.

Economic & Planning Systems, Inc.
The Economics of Land Use

California Elections Code Section 9212 Report

REDWOOD CITY FAIR AND AFFORDABLE HOUSING ORDINANCE

REPORT

Prepared for:
Redwood City

Prepared by:
Economic & Planning Systems, Inc.

June 03, 2026

EPS #261023

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1. Introduction and Key findings

The Report evaluates the fiscal and economic implications of a local voter initiative entitled the "Redwood City Fair and Affordable Housing Ordinance" proposed for the November 3rd, 2026 ballot. The proposed Ordinance would repeal Chapters 42 and 42A[1] of the City's Municipal Code and adopt a new Chapter 42 establishing a comprehensive Rent Stabilization and Tenant Protections Program, including rent stabilization, expanded just cause eviction protections, relocation assistance, anti-harassment provisions, and tenant and landlord petition processes. Economic & Planning Systems (EPS) prepared this Report pursuant to Section 9212 of the California Elections Code which allows a legislative body (e.g., City Council) to commission a study that addresses various impacts of voter initiatives. Such a report can address any or all the following eight areas:[2]

- Fiscal impact
- Consistency with the City's general and specific plans
- Use of land
- Infrastructure costs or savings
- Business and employment attraction and retention
- Use of vacant parcels
- Impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization
- Any other matters the legislative body requests

This report evaluates the potential impacts of the proposed Ordinance on Redwood City's housing market from the perspective of both tenants and property owners/investors, and how these impacts may affect City fiscal performance. It also assesses the administrative, staffing, and programmatic costs required to implement and operate the Rent Stabilization and Tenant Protections Program, including rent regulation, petition processes, enforcement, data management, and tenant services.

The proposed Ordinance establishes a rent stabilization framework that limits annual rent increases to 60 percent of the change in the Consumer Price Index (CPI), capped at five percent with no banking of unused increases, and includes an initial rent rollback. It also expands tenant protections beyond State law and the City's Tenant Protection Ordinance, including enhanced relocation assistance,

[1] Note that as of November 10, 2025, Chapter 42A no longer exists.

[2] California Elections Code Section 9212 (public.law)

right-to-return provisions, anti-harassment protections, and broader application of just cause eviction requirements.

While this Report focuses on direct housing market and fiscal impacts, the proposed Ordinance may also have broader effects on land use, development feasibility, and investment decisions over time.

Local rental markets are influenced by a range of external factors, including regional economic conditions, demographic trends, public policy, and capital markets. Accordingly, the precise economic and fiscal impacts of the proposed Ordinance cannot be predicted with certainty.

Key Findings

- **Under current State law, the impact of the proposed Ordinance on City finances and the broader housing market is expected to be relatively modest.** Due to state law rent stabilization exemptions for single-family homes, condominiums, and multifamily units built after 1995 contained in the Costa Hawkins Act (California Civil Code 1954.50 et seq.) (Costa-Hawkins), the rent control provisions would apply to a limited portion of the City's housing stock (approximately 20 percent). As a result, the primary impacts are likely to be distributional, with existing renters benefiting from reduced rent growth and increased housing stability, while property owners may experience reduced income potential. The proposed Ordinance may help limit displacement among lower-income households, who are disproportionately renters. Potential fiscal impacts, such as increased property and transfer tax revenues from conversion of rental units to ownership, are possible but expected to be minor under current conditions.

- **Redwood City will incur significant one-time and ongoing costs to implement and administer a rent stabilization program.** Based on estimates in Table 13, annual program costs are projected to range from approximately $4.0 million to $10.1 million, depending on staffing levels and enforcement approach (plus additional, one-time startup costs). Peer city experience suggests that a minimum of seven full-time staff would be required to implement a basic program, with higher staffing levels needed for more active enforcement. To fully recover annual costs, the required per-unit fee is estimated to range from approximately $246 to $622 per rental unit per year, far exceeding the minimal fee levels specified in the proposed Ordinance[3].

[3] The proposed Ordinance includes initial fees of $84 per unit for partially covered units, and $120 per unit for fully covered units.

- **The proposed Ordinance may create financial and operational challenges for deed-restricted affordable housing.** Redwood City has approximately 1,400 deed-restricted affordable units as well as approximately 400 affordable units in the pipeline[4] that could be affected by the proposed Ordinance, including through program fees, administration, and tenant protection requirements. Of these units, approximately 625 would be subject to the rent control provisions because they were built before 1995. While these units are already income-restricted, older affordable housing projects often operate with limited financial flexibility and will be subject to program fees included in the proposed Ordinance. This financial impact may be exacerbated for the units subject to rent control if allowable rent increases fall below what would otherwise be allowed based on Area Median Income (AMI). In addition, requirements tied to income restrictions may also create operational complexity. For example, when tenant incomes rise above initial thresholds, rents may not be increased, potentially creating shortfalls in revenues.

- **If State law governing rent control were modified in the future, the proposed Ordinance could have significantly broader economic and housing market impacts**. While Costa-Hawkins currently limits the scope of local rent control, it has been subject to prior repeal efforts and could be modified in the future. In such a scenario, the proposed Ordinance could apply to a majority of the City's rental housing stock, including single-family homes, condominiums, and most units older than ten years. Expanded coverage of the proposed Ordinance would likely reduce the feasibility of new market-rate rental housing by constraining long-term revenue growth and could incentivize conversion of rental housing, particularly single-family units, to ownership. While this may generate short-term increases in property-related tax revenues, over the long term it could reduce rental housing supply and impact affordability for new residents.

[4] Pipeline projects include projects that have submitted a planning application with the City or have received entitlement approvals but haven't pulled building permits yet

2. Regulatory Context

This chapter summarizes the existing California legal context relevant to evaluating the fiscal and economic impact of the proposed Ordinance and the specific provisions of the proposed Ordinance in this context.

California Rent Control

The California Tenant Protection Act established a statewide maximum allowable rent increase and just-cause evictions protections. The statewide policy caps rent increases at the lesser of five percent plus the increase in the regional consumer price index (CPI) or ten percent of the lowest gross rent charged over the 12 months prior to the increase.[5]

Cities and counties may also enact their own rent control with a lower rent cap than the statewide provision. However, any local ordinance is limited by the Costa-Hawkins Rental Act which exempts single family homes, condos, and all housing built after 1995 from rent control (but not just cause eviction protections). Costa-Hawkins also dictates that all units covered by rent control are subject to vacancy decontrol, allowing landlords to establish market rate rents for new tenants.[6] As a result, while the proposed Ordinance would establish a local rent stabilization program, several categories of housing would remain exempt from rent control so long as Costa-Hawkins remains in effect.

However, the proposed Ordinance is written to automatically expand in scope if Costa-Hawkins is repealed or amended. Specifically, the proposed Ordinance would apply to all rental units except those with a certificate of occupancy issued within the last ten years. This means that, in the event of a future repeal or substantial amendment of Costa-Hawkins, rent stabilization could apply to single-family homes, condominiums, and newer multifamily housing once those units are more than ten years old.

Although the 2024 statewide ballot measure to repeal Costa-Hawkins did not pass, similar measures were also placed on the ballot in 2018 and 2020. The repeated appearance of Costa-Hawkins repeal measures suggests that future repeal or amendment efforts remain a reasonable policy factor to consider. If such a change occurs, the proposed Ordinance could have a broader long-term impact

[5] Rent Control Is Here: California's Tenant Protection Act of 2019 | Nolo California Civil Code Section 1947.12.

[6] Costa-Hawkins Act • California Apartment Association (caanet.org)

than under current State law, both by expanding the number and types of units subject to rent stabilization and by potentially affecting the continued availability of vacancy decontrol.

Various studies on rent control in California suggest that over 30 cities in the State currently have some form of a program, representing approximately seven percent of the total cities and accounting for 22 percent of the state's population.[7] As illustrated in **Table 1**, most of these cities tie rent caps to a percentage change in the Consumer Price Index (CPI), similar to the approach in the proposed Ordinance. A smaller number of cities cap rent at an annual percentage increase, ranging from two to ten percent, regardless of the CPI.

Table 1. California Rent Control Cities

City	Allowable Annual Rent Increase (% of CPI)	City	Allowable Rent Increase (Total / Year)
Bell Gardens	50%	Sacramento	10%
Antioch	60%	Larkspur	7%
Oakland	60%	Gardena	5%
Richmond	60%	Hayward	5%
San Francisco	60%	San Jose	5%
Berkeley	65%	Mountain View	2% - 5%
Alameda	70%	Oxnard	4%
Los Gatos	70%	Concord	5%
Fairfax	75%	**Average**	**6%**
Palm Springs	75%		
Pasadena	75%		
Santa Monica	75%		
West Hollywood	75%		
East Palo Alto	80%		
Santa Ana	80%		
Baldwin Park	100%		
Beverly Hills	100%		
Cudahy	100%		
Culver City	100%		
Inglewood	100%		
Los Angeles	100%		
Pomona	100%		
Average	**79%**		

Source: Nolo, "California Rent Control Laws," accessed 2026. [8]

[7] California Rent Control Law | Nolo

[8] Source data accessed May 2026. Local rent stabilization provisions are subject to change, and figures should be confirmed with each jurisdiction's current ordinance or published program guidance before reliance.

Summary of Proposed Ordinance

The Redwood City Fair and Affordable Housing Ordinance proposes to build upon existing State renter protections by establishing an annual rent increase cap of 60 percent of percentage change in the CPI and establishing just cause eviction protections. As illustrated in Table 1, the 60 percent of percentage change in CPI threshold is on the lower end (e.g., more favorable for existing tenants) than other California cities that have such ordinances (the average is 79 percent of percentage change in CPI). Four cities have the same 60 percent of percentage change in CPI rent cap proposed for Redwood City: Antioch, Oakland, Richmond, and San Francisco. Only Bell Gardens has a lower rent cap at 50 percent of percentage change in CPI.

Specific evictions provisions in the proposed Ordinance include protections for elderly, disabled, terminally ill, student and educator households.

Table 2 compares the proposed Ordinance to State protections and the City's existing ordinance. Like most rent control programs, the proposed Ordinance applies to all covered units irrespective of household income (e.g., it is not means tested). The proposed Ordinance exempts the following properties:

- Rental units in hotels, motels, and inns (for a period of fewer than 30 days)
- Dormitories owned and operated by accredited institution of higher education
- Rental units in any hospital, convent, monastery, or extended care facility, or nonprofit home for the aged
- A rental unit that has been the primary residence of the landlord since the beginning of the tenancy, and where the landlord shares a bathroom or kitchen with the tenant
- Rental units fully owned, operated, and managed by a San Mateo County government unit, agency, or authority, if applicable federal, state or administrative regulations specifically exempt the units from local rent control

Notably, the proposed Ordinance does not exempt single family homes, ADUs, mobile homes, or deed restricted affordable units. While single family homes and condos are exempt from rent control under Costa-Hawkins, if Costa Hawkins where to be repealed or amended in the future, single family units would thereafter be covered by the proposed Ordinance.

Under the proposed Ordinance the City would provide a range of services to manage the program, including free legal services for low-income tenants, maintaining databases of evictions, terminations, and rent increases, outreach and education, and reviewing landlord and tenant petitions. If passed, the City would

fund the program through a fee charged to landlords. The proposed Ordinance mandates an initial per year fee of $120 per rental unit covered by rent stabilization and $84 per rental unit that is partially exempt and subject only to just cause eviction protections. If the proposed Ordinance passes, the initial fee would be in place until the City Council approves an alternative fee amount. As described further in **Chapter 5**, EPS estimates that the initial fee amount is well below the amount needed to fully cover implementation costs. However, the proposed Ordinance prohibits the City from using the General Fund to cover shortfalls in implementation costs.

As summarized in **Table 2**, the proposed Ordinance could complement and, in some cases, override some existing Redwood City policies and initiatives. For example, the City has taken several actions to address displacement, including implementation of its inclusionary housing requirements, investing in affordable housing construction and preservation, and the Live/Work preference policy that provides preference in available affordable housing for income-eligible households that live, formerly lived, work, or have been offered work in the City.[9] The City also developed an Anti-Displacement Strategy that encompasses three policy areas: tenant protections, unsubsidized affordable housing preservation, and mobile home preservation. As part of this broader effort, the City recently adopted a Tenant Protection Ordinance to strengthen local renter protections and help reduce displacement risk.

[9] Affordable Housing Ordinance & Impact Fees | City of Redwood City

Table 2. Comparison Summary of State Rental Laws, City's Tenant Protection Ordinance, and the Proposed Redwood City Fair and Affordable Housing Ordinance

Provision	Tenant Protection Act (TPA) (State law)	City's Tenant Protection Ordinance	Proposed Ordinance
Rent Stabilization	5% + change in Consumer Price Index (CPI) or 10%, whichever is lower	N/A (TPA applies)	• 60% of the percentage change in the CPI, max 5%; no banking; fair return petition allowed
Vacancy Decontrol	Costa-Hawkins[10] applies. Initial rent set at market; caps apply thereafter	N/A (Costa-Hawkins and TPA applies)	• Costa-Hawkins applies. Initial rent set at market; caps apply thereafter
Applicability	Applies broadly with certain exemptions	Same as TPA	• Broader applicability; fully covered units include deed-restricted low-income units and mobile homes and single-family homes are subject to just cause requirements
Single Family Homes & Condos	Exempt from all requirements, if not corporate owned and notice provided	Exempt from all requirements, if not corporate owned	• Exempt from rent stabilization under Costa-Hawkins. If Costa-Hawkins is repealed or amended; exempt if constructed within previous 10 years. • Subject to all other requirements.
Deed-Restricted Affordable Housing	Exempt from all requirements	Exempt from all requirements	• Exempt from rent stabilization for units constructed after 1995 under Costa-Hawkins. If Costa-Hawkins is repealed or amended; exempt if constructed within previous 10 years. All other deed restricted affordable units are fully covered by proposed Ordinance. • Units owned and managed by a San Mateo County government unit, agency, or authority are exempt from rent stabilization
New Construction	Exempt from all requirements for 15 years (rolling)	Same as TPA	• Exempt from rent stabilization for units constructed after 1995 under Costa-Hawkins. If Costa-Hawkins is amended or repealed, exempt for 10 years (rolling)

[10] The Costa-Hawkins Rental Housing Act is a 1995 California State law (Costa-Hawkins) that limits local rent control ordinances. It mandates "vacancy decontrol," allowing landlords to raise rents to market rates when a unit becomes vacant, and exempts single-family homes, condominiums, and housing built after February 1, 1995, from local rent control.

Provision	Tenant Protection Act (TPA) (State law)	City's Tenant Protection Ordinance	Proposed Ordinance
Mobile Homes	Exempts mobile home spaces, not owned by corporate entities, from all requirements	Same as TPA	• Subject to all requirements
Just Cause for Eviction	Required after 12 months of occupancy with some exceptions	Same as TPA	• Required for most units without a waiting period; expands protections
No-Fault Evictions	Allowed - Owner move in (OMI), comply with government order, withdraw from market, substantial remodel, demolition	Same as TPA	• Allowed (similar to TPA) including additional restrictions for protected tenants (elderly, disabled, students, educators) in certain circumstances
Minimum Lease Terms	Not addressed	Requires minimum 1-year lease is offered	• Not addressed
Relocation Assistance	1 month rent	Up to 4 months Fair Market Rents (FMR) for qualifying tenants	• 4 months FMR or $12,000 minimum; + $6,000 for protected tenants
Right to Return	Limited (only if owner or relative fails to occupy, remodel or demolition is not commenced or completed)	Same as TPA plus required for substantial remodel; same rent + TPA increases; landlord may appeal required rent upon return for fair return	• Broad; applied to OMI, substantial remodel, demolition, withdrawal; same rent; does not expire
Anti-Harassment	TPA does not cover but other State and federal laws provide some protections	N/A - Defers to several State and Federal anti-harassment laws	• Provides anti-harassment protections for tenants
Program Administration	Minimal; State enforcement	Limited City role; receiving copies of notices of termination for no-fault just causes, processing relocation assistance applications and fair rate of return appeals	• Requires full program administration: includes rent registry, rent increase/decrease petitions, free legal counselling, data tracking, fee-funded system. Costs cannot be covered by General Fund

[1] The Costa-Hawkins Rental Housing Act is a 1995 California State law (Costa-Hawkins) that limits local rent control ordinances. It mandates "vacancy decontrol," allowing landlords to raise rents to market rates when a unit becomes vacant, and exempts single-family homes, condominiums, and housing built after February 1, 1995, from local rent control.

Source: Redwood City.

3. Rent Control Literature Review

The impact of rent control ordinances on communities largely depends on the conditions of the policy and the context of the local housing market. That said, there are common themes that can be gleaned from empirical and academic studies on the topic. Most empirical studies on rent control indicate that the policy is effective in its intended goal of reducing rent for existing tenants. But rent control policies have also been found to cause a range of other impacts on the housing market including increased rent for new residents, contraction in the supply of rental housing, and reduced housing mobility/displacement. Impacts on other factors are more ambiguous. A summary of the salient findings from a variety of empirical rent control studies is provided below.

Impacts on Renter Displacement

Research has found that rent control can benefit individual renters by reducing turnover and supporting household stability. In other words, households that are protected from rapid rent increases appear less likely to move. In a 2019 Stanford research paper, authors Diamond, McQuade, and Qian (DMQ) examined the impacts of San Francisco's rent control after a 1994 law removed an exemption for small multifamily units in the City. The paper concluded that San Francisco's rent control lowered renter displacement by 20 percent.[11] The authors note that rent control had an especially significant impact in preventing the displacement of racial minorities. A summary of rent control's impacts by PolicyLink noted that tenants living in rent-controlled units move less frequently and are less likely to experience forced moves.[12]

Impacts on Rental Supply

While rent control has been shown to accomplish its intended effect of reducing displacement and lowering rent for households living in covered units, it has also been found to cause unintended effects on the housing market. The DMQ paper found that while San Francisco's rent control lowered renter displacement, it also led to a shift toward For-Sale housing. Over the 36-year study period, DMQ found that impacted landlords reduced the supply of available rental housing by 15 percent by selling to owner-occupants and redeveloping buildings. As a result, rental properties made up a smaller portion of San Francisco's housing over time,

[11] DMQ.pdf (stanford.edu)

[12] OurHomesOurFuture_Web_08-02-19.pdf (policylink.org)

which increased the cost of rental housing.[13] The shift toward For-Sale housing and the increased price of rental housing together directed San Francisco's housing stock toward higher income households.

It is important to note that rent control itself was not the direct cause of increased rents, but landlord reactions to the policy. Therefore, this response is of the highest concern for markets where single family rental properties make up a large portion of the rental stock, since these are the easiest properties to convert through sale as individual ownership units. Additionally, potential impacts from rent control also will depend on the specific requirements of the policy itself. For example, a 2026 University of California, Los Angeles study published found that the less restrictive rent caps included in the California's Tenant Protection Act of 2019 created minimal supply distortions in San Diego (the TPA allows rent increase of five percent (5%) per year plus CPI up to ten percent (10%) and is significantly less restrictive than the proposed Ordinance).[14]

Impacts on Economic Inequality

Economists have made varying conclusions on how rent control impacts inequality. As noted in the DMQ paper, by slowing displacement of lower income households and potentially skewing the housing market toward higher income households, rent control can increase a city's income inequality. Strict demolition and owner move-in protections could potentially lessen this phenomenon.

Conversely, rent control has been documented to decrease wealth and income inequality in contexts with strict policies. Using data from 16 countries, authors Kholodilin and Kohl evaluated the relationship between rent control policies and economic inequality.[15] Since landlords typically have higher incomes than average renters, Kholodilin and Kohl argue that rent controls can have effects similar to progressive income taxation. Rent controls decrease income inequality through three mechanisms: increased renter disposable income, reduced landlord incomes, and lowered capital-wealth ratios. The authors note that policies need to be strict in order to have tangible effects.

A 2024 Urban Institute study suggests that the above effects may be partially offset by potential reduction in rental supply, particularly for units that target renters with moderate and above incomes. Specifically, this national study found that rent control was linked to an increase in rental units affordable to extremely

[13] The potential for rent control to reduce the supply of rental housing was also a finding from a 2024 Urban Institute study entitled "Rent Control and the Supply of Affordable Housing." Authored by Christina Stacy, Timothy R. Hodge, Timothy M. Komarek, Christopher Davis, Alena Sterne, Owen Noblef, Jorge Morales-Burnett, and Amy Rogin.

[14] See, "Third Generation Rent Control: Evidence from San Diego," by Stuart Gabriel and S. Sayantani. March 1, 2026.

[15] Rent price control – yet another great equalizer of economic inequalities? Evidence from a century of historical data - Konstantin A Kholodilin, Sebastian Kohl, 2023 (sagepub.com)

low-income households but an equal if not greater decline in units available to higher income brackets, particularly those making more than 120 percent of area medium income).[16]

Impacts on Property Values

Rent control potentially impacts property values by limiting the income earning potential of rental properties. The unanticipated elimination of rent control in Massachusetts in 1995 provided economists with an opportunity to study the price effects on decontrolled properties. MIT researchers analyzed the elimination of rent control in Cambridge and found that previously rent-controlled properties rose in assessed value by approximately 13-25 percent over the 10 years following rent decontrol.

Rent decontrol also had a significant positive indirect effect on the valuation of properties that had been exempt from rent control but were "exposed" or in close proximity to rent controlled units. These properties experienced a 16 percent increase in value from 1994 to 2004 following the repeal of rent control in Massachusetts.[17] The authors concluded that there is a negative indirect impact on desirability of housing in rent-control intensive locations. As previously noted, depressing the value of rental properties can have some income redistribution effects. However, there may be negative fiscal implications of decreased property values as well.

Impacts on Building Quality

Research on rent control and building quality is ambiguous. In Boston, rent control regulations were found to lead to building quality deterioration, primarily for smaller items of physical damage.[18] Under rent control there may be a financial disincentive for landlords to make cosmetic upgrades including investing in building amenities designed to command higher rents.

However, when coupled with strong just-cause protections, rent control has been found to provide leverage to tenants to advocate for improved conditions. A study in Washington DC found that the share of physically deficient units decreased after rent stabilization when most tenants said they were more willing to insist on repairs.[19]

[16]Stacey, et. Al., Op Cite.

[17] 2012227 661..727 (mit.edu)

[18] 2007 Sims MA rent control study - DocumentCloud

[19] OurHomesOurFuture_Web_08-02-19.pdf

This discrepancy may be explained by the type of investments being examined. While tenants may have added leverage to request repairs related to basic building functionality and health and safety requirements, landlords may have less of an incentive to make more cosmetic investments or add amenities designed to appeal to new tenants.

Other Potential Impacts

There are many potential impacts of rent control that have not been significantly studied. A few impacts that have been noted by researchers but have less empirical support include the following:

- **Sales tax impacts:** Sales taxes may be impacted both positively and negatively by rent control. Rent control increases the discretionary income of renters, allowing households to spend money and boost the local economy. Conversely, if rent control were to limit the influx of higher income residents it may reduce the number of households that spend the most money on local services.
- **Workforce Impacts:** A lack of available housing can be a barrier to attracting and retaining employees. While the proposed Ordinance would help existing renters remain in place, it may reduce the availability of housing for people moving to Redwood City. A potential spatial mismatch between employment and worker populations can limit access to jobs.[20] On the other hand, rent control and subsequent housing stability may provide economic benefits through reduced worker turnover. Displacement and housing instability lead to absenteeism from work, reduced productivity, and higher turnover— people who experience eviction are up to 22 percent more likely to be laid off.[21]
- **Improved educational outcomes:** children who move frequently have more absences and a lower likelihood of finishing school. Reduced displacement can lead to fewer moves for students and as a result, improved overall educational outcomes. Additionally, rent control may help teachers who are rent-burdened to continue in their profession at their local school. This may be especially applicable in Redwood City, where the proposed Ordinance provides special provisions for educators and school-aged children.

Demand for social services: The benefits of improving financial stability for renters can be significant.[22] All else equal, financially stable households are less likely to need public benefits. As a result, increased housing stability can potentially decrease the need for government spending on food and housing assistance.

[20] Four Reasons Why Employers Should Care about Housing | Housing Matters (urban.org)

[21] Housing and Employment Insecurity among the Working Poor | Social Problems | Oxford Academic (oup.com)

[22] Thriving Residents, Thriving Cities: Family Financial Security Matters for Cities (urban.org)

4. Redwood City Housing Impacts

The impact of the proposed Ordinance will largely depend on Redwood City's local rental housing market. Accordingly, this chapter describes the composition of the City's housing supply and renter population to shed light on likely fiscal and economic implications of the proposed Ordinance if approved.

Housing Supply

As shown in **Table 3**, approximately 48 percent of the about 35,000 housing units in Redwood City are renter-occupied, and these renters account for about 50 percent of the City's population. Overall, Redwood City's proportion of rental housing is about nine percentage points higher than the Statewide average. Most of the City's rental units, over 70 percent, are in structures with 2 or more units. But it is worth noting that all rental properties would be subject to the just-cause provisions of the proposed Ordinance, regardless of size.

Table 3. Housing Stock by Type

Housing Type	Estimate	% of Total	% of Rental Housing
Total Housing units	**33,516**	**100%**	**N/A**
Owner- Occupied	**17,348**	**52%**	**N/A**
Mobile Homes	570	2%	N/A
Renter- Occupied	**16,168**	**48%**	**100%**
1 units (attached or detached)	4,569	14%	28%
2 or more units	11,407	34%	71%
Mobile Homes	110	0%	1%

Source: Department of Finance 2025, ACS, 2024 5-Year estimate

Looking more closely at the composition of multi-family housing illustrates how the City's housing stock would be affected by the rent control provisions of the proposed Ordinance under Costa-Hawkins. As shown in **Table 4**, after excluding single family homes, condos, and all housing built after 1995 (all exempt from rent control under Costa-Hawkins), about 19 percent of the City's housing stock would be subject to the rent control provisions of the proposed Ordinance. These units are currently subject to statewide rent caps under the Tenant Protection Act, but the proposed Ordinance would establish lower local rent limits if approved. When considering the City's rental stock only more than half (61%) would be exempt from the proposed Ordinance, about 28 percent because they are single family and 33 percent because they are in multi-family units built in or after 1995.

Table 4. Redwood City Housing Stock Exempt from Rent Control

Housing Type	Amount	% of Total Housing Stock	% of Rental Housing Stock
Total Units	33,516	100%	
Renter Occupied	16,168	48%	100%
Multifamily Built 1995 or Later	5,259	16%	33%
Single Family	4,569	14%	28%
Nonexempt Units	6,341	19%	39%

Source: 2025, ACS, 2024 5-Year estimate, Costar

As noted in the literature review section, research indicates that rent control may incentivize some landlords to sell off units. Single family homes and condominiums are most likely to be sold in response to rent control since they are the easiest to convert to for-sale (converting multi-family units to ownership generally involves a more time-consuming and complex process from both legal and financial perspectives).

However, since single family units and condominiums are currently exempted from the rent control portion of the proposed Ordinance under Costa-Hawkins, they are likely to be less impacted by the proposed Ordinance. This is because rent usually represents the most important factor in the financial calculus of an existing or prospective landlord. Moreover, the failure of a tenant to pay the rent, or a legitimately imposed rent increase, is a just cause for eviction under the proposed Ordinance. That said, managing the coverage of these units will require staff time, as discussed further in **Chapter 5**.

Single family attached and detached homes account for 28 percent of Redwood City's rental housing stock. If Costa-Hawkins is repealed and the proposed Ordinance leads landlords of single family or condominium units to sell their rental properties, it could result in a material reduction in the City's rental supply. Over the long-term, this phenomenon could decrease overall affordability in the rental market by reducing rental supply. Conversely, this phenomenon would also increase home ownership opportunities for more affluent households. Because Costa-Hawkins currently exempts single-family homes from local rent control, the scale of conversion is likely to remain relatively limited. Recent statewide efforts to repeal Costa-Hawkins have failed, and no repeal measure is currently pending.

Since the proposed Ordinance also covers Accessory Dwelling Units (ADUs), it could potentially affect the role these units play in the housing market. Research indicates that about half of the State's new ADUs serve as income-generating rental units, while others provide low- or no-cost housing for family members or additional living or office space for property owners. ADUs may be exempt from rent control depending on their date of construction and other applicable exemptions; however, some existing ADUs may be covered by the proposed

Ordinance. Given the relatively small scale of ADUs within the broader rental housing stock, the overall impact is anticipated to be limited.

Affordable Housing

As shown in **Table 5**, Redwood City has nearly 1,400 deed-restricted affordable housing units, as well as approximately 400 affordable units in the pipeline[23] . Of the 1,400 deed-restricted affordable housing units, approximately 625 units or 45 percent were constructed before 1995. While these units are already subject to regulatory rent restrictions, the proposed Ordinance does not explicitly exempt deed-restricted affordable housing, which is atypical compared to many jurisdictions with rent stabilization policies. This may create some direct conflicts between regulatory frameworks, especially for the approximately 625 deed restricted units built before 1995 and thus subject to rent control under the proposed Ordinance.

Table 5. Redwood City Affordable Housing Stock

Affordable Housing	Count	% of Rental Housing	% of Affordable Housing
Total Rental Units	16,168	100%	
Affordable units	1,387	9%	100%
Units Built After 1995	762	5%	55%
Units Built Before 1995	625	4%	45%

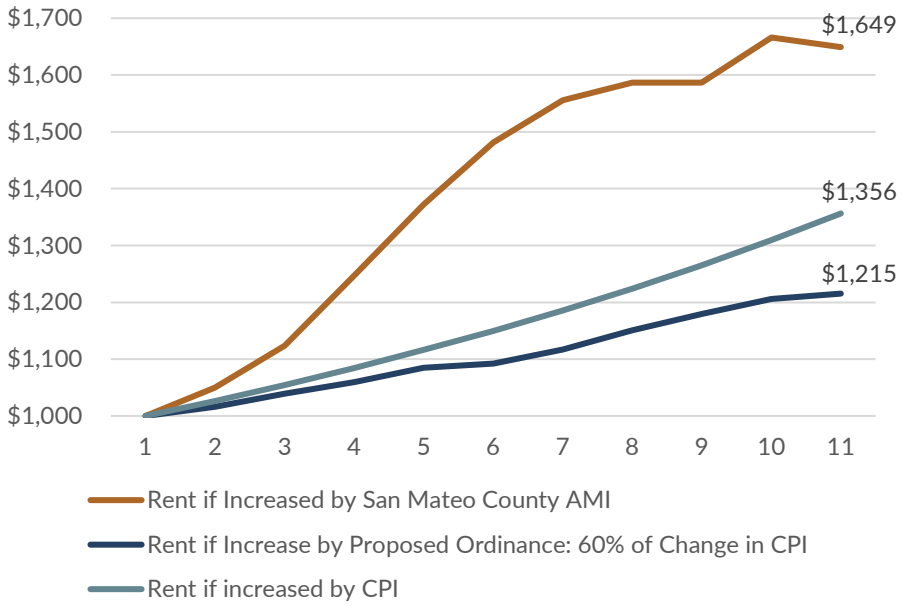
Source: ACS, 2024 5-Year estimate, DOF, 2025, Redwood City, Economic & Planning Systems

Because the TPA generally exempts deed-restricted affordable units, the proposed Ordinance could apply rent caps to some affordable units that are not currently subject to statewide rent control (i.e., those built before 1995). Most State and federal affordable housing programs tie allowable rents to Area Median Income (AMI), an amount that can change over time at rates substantially different from both inflation and the rent caps permitted under the proposed Ordinance. **Figure 1** illustrates the potential compounding effect of these differences: an apartment that rented for $1,000 per month in 2015 would rent for about $1,650 in 2025 if increased based on AMI (65 percent increase), $1,356 if increased by rate of inflation (36 percent increase), and $1,215 if increased by rate allowed by the proposed Ordinance (21 percent increase). Annual increases in AMI and CPI are shown in **Appendix A Table A-2**. It should also be noted that unless an affordable unit is federally funded, both the State and City have "hold-harmless" requirements, meaning they won't decrease AMI levels even if the

[23] Pipeline projects include projects that have submitted a planning application with the City or have received entitlement approvals but haven't pulled building permits yet

federal government calculates a decrease in AMI and in turn rents would instead remain at the same rate until the next time AMI increased.

Figure 1. Illustrative Rent Growth Based on AMI, Inflation, and Proposed Ordinance, 2015–2025



Source: San Mateo County Department of Housing, HUD, ABAG, City of Redwood City, and EPS.

Based on discussions with several affordable housing developers and operators, rent increases for these buildings are typically tied most closely to inflation rather than AMI to cover rising operating expenses (e.g., maintenance, insurance, utilities, management, etc.). As a result, the lower rent growth that would be allowed by the proposed Ordinance could materially constrain affordable housing revenues below the level needed to keep pace with operating expenses. Given that older affordable housing buildings (e.g., those built prior to 1995), often operate with lower margins, limited reserves, and more extensive deferred maintenance issues, the proposed Ordinance could threaten their long-term financial stability and project viability.

In addition, the proposed landlord fee would impose new operating costs on affordable housing providers. Unlike market-rate operators, affordable housing projects typically have limited ability to absorb additional expenses due to fixed rent structures and regulatory constraints. Even modest increases in operating costs can create or exacerbate cash flow shortfalls, particularly for older properties with deferred maintenance needs. Absent additional subsidy or restructuring, these added costs could impact ongoing operations, capital planning, or long-term asset preservation. This concern is consistent with recent State efforts to reduce or eliminate certain monitoring fees for affordable housing projects to improve project feasibility.

In the event Costa-Hawkins is amended to cover newer construction, new affordable housing developers will need to address these constraints upfront in underwriting. Developers would need to account for both the administrative fee and potential limitations on rent growth relative to AMI assumptions, which could require additional subsidy to close financing gaps. In this context, the proposed Ordinance introduces not only incrementally increased cost but also added uncertainty, which may complicate project feasibility and funding strategies.

Impacts on New Construction and Reinvestment

Under Costa-Hawkins, the rent control provisions of the proposed Ordinance do not apply to units receiving a Certificate of Occupancy after February 1, 1995. Therefore, while the proposed Ordinance will not directly affect the cash-flow of newly constructed rental units due to existing State law, it may affect incentives to reinvest in multi-family rental properties built before 1995 (39 percent of the City's rental stock). Additionally, the just-cause provision of the proposed Ordinance applies to both existing and new rental construction immediately.

Even without local rent control, new housing development in California is difficult to finance and deliver due to high land and construction costs, lengthy entitlement processes, interest rate conditions, insurance costs, and other feasibility constraints. For-profit developers, who finance most new housing in Redwood City, underwrite projects based on long-term cash flow projections, often over 30 years or more. Given the high cost of land acquisition and construction, projects typically rely on rent growth that keeps pace with inflation to cover operating expenses and generate sufficient returns to attract investment.

While the proposed Ordinance would not directly apply rent stabilization to newly constructed units under existing State law, it could compound these broader feasibility challenges by increasing regulatory complexity, affecting investor perception of long-term revenue risk, and reducing incentives for reinvestment in existing rental properties. Because many of Redwood City's multifamily development opportunities are located in mixed-use zones, the proposed Ordinance could affect how property owners and developers evaluate investment opportunities.

For units that are subject to the proposed Ordinance, annual rent increases would be limited to 60 percent of percentage change in CPI, with a maximum cap of 5 percent. To the extent that inflation exceeds this cap, allowable rent growth would fall below inflation, resulting in a decline in real rental income over time. This constraint on long-term revenue growth would reduce projected returns and could make market-rate rental buildings less financially viable, especially if Costa Hawkins were ever to be repealed or amended. As a result, the proposed Ordinance may shift some reinvestment or redevelopment toward alternative uses, such as For-Sale housing, particularly in a high-cost market like Redwood City.

The impact of a rent growth cap on reinvestment in rental properties built before 1995 will depend, in part, on the rate of inflation. By way of example, over the past ten years, inflation in the nine-county Bay Area averaged 3.1 percent annually, while average rents in Redwood City, not adjusted for inflation, increased from approximately $3,272 in 2016 to $3,717 in 2025, an increase of about 14 percent. If the proposed Ordinance had been in place, covered properties would have had on average a maximum allowable annual rent increase of 1.9 percent. So even under a conservative assumption that market rents increased only at the same rate as general inflation, in year 10 the average rent would have been about 11 percent lower under the proposed Ordinance than without it. To the extent that inflation, or market rents, increase faster than three percent, this discrepancy would be even larger.

Rent Pressures and Displacement

Redwood City's low-income households have experienced significant displacement pressures caused primarily by rising house prices and the influx of higher income households. The proposed Ordinance may contribute to the City's anti-displacement efforts (described in Chapter 2) by preserving naturally affordable housing and limiting the growth of rent burdens.

A survey completed for Redwood City's 2021 Live/Work Policy Analysis estimated that approximately one-quarter of Redwood City residents had been displaced between 2016 and 2021.[24] Although Redwood City has experienced growth in median income over the past decade, most of the growth has come from households with annual incomes above $150,000; the City experienced a net decrease in households in every income category below $100,000. Furthermore, the analysis demonstrates that there has been a mismatch between the demand for housing affordable to very low-, low-, and moderate-income households and the production of such housing.[25] As a result, displacement has become a pressing issue facing the Redwood City community.

As shown in **Figure 2**, during the onset of the COVID-19 pandemic, rents decreased from a high in 2019 until 2021. After a spike in rents between 2021 and 2022, the rents have fallen slightly over the past four years. In addition, the City has a lower rent burden than the State but a higher rent burden than the County, as shown in **Table 6**. It is important to note that while the real rents adjusted to 2026 dollars have fallen, this does not necessarily correlate directly with increased affordability since incomes may not keep up with inflation. Despite minor decreases in rent over the past five years, about half of Redwood City's households remain rent-burdened (spending more than 30 percent of income on

[24] Redwood City Live/Work Policy Analysis

[25] Microsoft PowerPoint - Redwood City Disparate Impact Draft Report_07.29.21

rent and utilities). Rent-burdened households have less money to spend on other essentials like food, transportation, healthcare, and childcare which have all been rapidly increasing in costs due to high inflation.

Table 6. Rent-Burdened Households

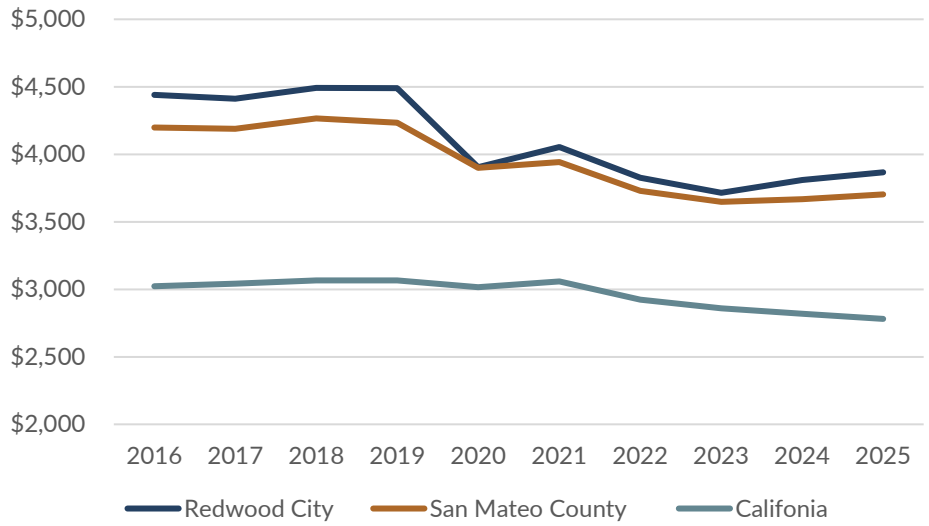
Jurisdiction	Median Renter Income	Average Rent	% of Rent-Burdened HH's
Redwood City	126,982	$3,036	46%
San Mateo Couty	119,963	$3,051	43%
California	71,186	$2,225	53%

* Average Overal Rent in 2026 Q1

**Units paying over 30%of Income on Rent

Source: ACS, 2024 5-year estimate, Apartment List

Figure 2. Average Rent in Redwood City, 2017-2025 (inflation-adjusted)



Source: Apartment List; Economic & Planning Systems.

Based on renter mobility/displacement data, it appears that other economic factors may be more significant than rent control in impacting renter movement. As seen in **Table 7,** across the period analyzed, Redwood City's renter stability remains broadly comparable to nearby cities, with approximately 82–83% of renters remaining in place between 2022 and 2024. This is generally in line with Concord and somewhat below higher-stability markets such as Hayward and Richmond, where roughly 88–90% of renters remain in the same unit year over year.

Mountain View, which has had rent control since 2017, consistently shows lower renter stability rates (approximately 72–73%) relative to peer jurisdictions. This likely reflects local demographic and housing market characteristics, including a

higher concentration of students and young professionals who tend to move more frequently. Similar dynamics may also influence mobility patterns in Redwood City, though to a lesser extent.

Notably, Redwood City does not exhibit a significant decline in renter stability over the 2022–2024 period. Instead, the share of renters remaining in place has remained relatively stable, suggesting limited evidence of increasing displacement relative to neighboring jurisdictions in recent years. Overall, the data indicates that renter mobility patterns in Redwood City are largely consistent with regional trends. Differences across cities appear to be driven more by local demographic composition and housing market conditions than by the presence or absence of rent stabilization alone.

Table 7. Renter Movement by City

Jurisdiction	Redwood City	Concord	Hayward	Mountain View	Richmond
2024					
Renter Households	46,686	46,475	64,545	47,155	50,808
Renters Living in the Same Unit as Previous Year	38,825	38,825	57,916	34,239	45,520
Percentage	83%	84%	90%	73%	90%
2023					
Renter Households	46,556	46,964	65,679	46,408	52,552
Renters Living in the Same Unit as Previous Year	38,830	38,830	58,920	33,644	46,459
Percentage	83%	83%	90%	72%	88%
2022					
Renter Households	46,123	46,938	66,280	46,179	54,114
Renters Living in the Same Unit as Previous Year	37,803	37,803	59,878	33,083	47,770
Percentage	82%	81%	90%	72%	88%

Source: ACS, 2024 5-year estimate

Renter Household Demographics

Based on EPS' literature review, existing renters appear to be the primary beneficiaries of rent stabilization and protections against eviction. However, because these policies are not means-tested (i.e., based on income), questions often arise regarding whether benefits accrue to households most in need. As shown in **Table 8**, renters in Redwood City have substantially lower incomes than homeowners across all measures. Median household income for renter households is approximately $127,643, compared to $203,951 for owner households, and per capita income is similarly lower for renters ($49,093 versus $73,101).

These differences suggest that, even without means testing, the proposed ordinance would disproportionately benefit lower-income households on average.

Table 8. Redwood City Median Income by Household Tenure

Household Tenure	Median Household	Average Household Size	Income per Capita
Total	$157,814	2.69	$58,667
Owner-Occupied	$203,951	2.79	$73,101
Renter-Occupied	$127,643	2.6	$49,093

Source: ACS, 2024 5-year estimate

As noted in the proposed Ordinance, the affordability crisis disproportionately affects people of color, who are overrepresented in the renter population. As shown in **Table 9**, Black, Hispanic or Latino, and American Indian and Alaska Native residents make up a larger share of renter households in Redwood City than their share of the citywide population. For example, Hispanic or Latino residents comprise 36.2% of the overall population but 46.9% of renter households, while Black residents represent 2.0% of the citywide population and 2.5% of renters.

This pattern is not unique to Redwood City and reflects broader national disparities driven by a history of racially restrictive housing covenants, redlining, and discriminatory lending practices. As a result of these longstanding inequities in homeownership, policies that protect renters, such as rent stabilization and just cause eviction protections, are more likely to benefit Black, Indigenous, and People of Color (BIPOC) residents in Redwood City.

Table 9. Redwood City Householder Race

Race / Ethnicity	Citywide		Owner		Renter	
	Amount	(%)	Amount	(%)	Amount	(%)
White	15,359	50.5%	9,505	61.4%	5,854	39.2%
Black	594	2.0%	218	1.4%	376	2.5%
American Indian and Alaska Native	439	1.4%	93	0.6%	346	2.3%
Asian	6,095	20.0%	2,906	18.8%	3,189	21.4%
Native Hawaiian and Other Pacific Islander	83	0.3%	21	0.1%	62	0.4%
Sone Other Race	4,766	15.7%	1,256	8.1%	3,510	23.5%
Two or More races	3,080	10.1%	1,486	9.6%	1,594	10.7%
Total	**30,416**	**100.0%**	**15,485**	**100.0%**	**14,931**	**100.0%**
Not Hispanic or Latino	8,105	63.8%	2,442	20.9%	5,663	53.1%
Hispanic or Latino	14,264	36.2%	9,268	79.1%	4,996	46.9%
Total	**22,369**	**100.0%**	**11,710**	**100.0%**	**10,659**	**100.0%**

Source: ACS, 2024 5-year estimate

Redwood City's renter population skews younger than the citywide population. As shown in **Table 10**, householders under the age of 35 account for approximately 40.3% of renter households, compared to just 23.8 percent of households citywide. In contrast, residents over age 65 comprise only 9.9 percent of renter households, compared to 26.5 percent of households citywide.

While seniors represent a smaller share of renters, they may be among the groups most positively impacted by rent stabilization policies, as many live on fixed incomes and are more vulnerable to rent increases. Householders over age 65 occupy approximately 10% of rental units in the City and represent about 26% of the overall senior population.

Not all rental units would be subject to the proposed Ordinance, so the share of seniors directly affected would likely be lower. As a result, while the proposed Ordinance would provide meaningful protections for some older renters, its direct impact would extend to less than a quarter of the City's senior population.

Table 10. Redwood City Householder Age

Householder Age	Citywide		Owner		Renter	
	Amount	(%)	Amount	(%)	Amount	(%)
Under 35	7,992	23.8%	625	3.60%	6516	40.30%
35 to 44 years	5,971	17.8%	2862	16.50%	2296	14.20%
45 to 54 years	5,119	15.3%	2602	15.00%	1843	11.40%
55 to 64 years	5,545	16.5%	3192	18.40%	1649	10.20%
Over 65 years	8,888	26.5%	6228	35.90%	1601	9.90%
Total	**33,515**	**100.0%**	**17,348**	**100.0%**	**16,168**	**100.0%**

Source: ACS, 2024 5-year estimate, DOF 2025

5. Fiscal Implications of Proposed Ordinance

This chapter analyzes the fiscal implications of the proposed Ordinance on Redwood City's budget. The costs include implementation and management of the program as well as potential General Fund cost and revenue impacts stemming from the economic and housing market changes noted in the previous chapter.

Program Implementation Costs

As part of this study, EPS researched the likely cost of implementing and administering a rent stabilization program in Redwood City based on on-line research, discussions with City staff and case studies. This analysis is designed to provide a rough estimate of the cost of implementing and administering the proposed Ordinance, recognizing that actual costs will depend on a variety of factors, inlcuding specific staffing and enforcement decisions that have yet to be determined.

EPS reviewed available financial and staffing information from rent stabilization programs in other California cities and conducted interviews with staff from several peer jurisdictions, including Mountain View, Hayward, Richmond, and Concord. These jurisdictions have rent stabilization programs with varying levels of enforcement, administration, and tenant support services, providing a useful range for estimating potential staffing needs in Redwood City.

This research confirmed that rent stabilization programs require dedicated full-time staff, as well as associated equipment, office space, legal support, hearing administration, outreach, and program management. Total costs vary depending on the amount and type of a city's rental housing stock, the scope of the rent stabilization and tenant protection program, including level of enforcement, complexity of petitions and appeals, and the extent of complementary tenant and landlord support services. Given this variability, EPS developed minimum, average, and maximum staffing scenarios based on staffing ratios from peer jurisdictions. These ratios were informed by Mountain View's 2021 statewide staffing study[26]and interviews conducted by EPS. Jurisdictions that are substantially larger than Redwood City or have a materially leaner rent control program scope were excluded from the staffing scenario calculations.

As shown in **Table 11**, the scenarios range from approximately 0.41 to 1.1 staff per 1,000 rental units, or approximately 7 to 18 staff for Redwood City's 16,168 rental units. **Appendix A Table A-1** provides additional information on the full list of cities studied and their staffing.

[26] Mountain View 2021 statewide staffing analysis

Table 11. Staff Level Variation

Staffing Level	Staff per 1,000 Units [1]	RWC Staff [2]
Minimum	0.41	7
Average	0.71	11
Maximum	1.1	18
Redwood City Rental Units	16,168	

[1] Based on varying fee levels for rent control jurisdictions

[2] Staffing levels shown in this table are rounded to the nearest whole number. Subsequent calculations use the underlying unrounded staffing estimates.

Source: Mountain View 2021Staff Report; Econmic & Planning Systems

Based on EPS review of peer cities rent stabilization and tenant protection programs, the minimum staffing level required to implement the proposed Ordinance would be approximately seven new hires. At this minimum staffing level, City staff would primarily focus on developing and maintaining the rental registry, conducting community outreach and education, and administering the petition process. Education is a core component of the program, even under a passive enforcement model, as staff from peer jurisdictions emphasized the importance of ensuring tenants and landlords are aware of their rights and responsibilities. This includes preparing multilingual materials, conducting direct outreach, and participating in community events.

Because Redwood City does not currently have excess staff capacity to absorb these additional responsibilities on top of current workloads, the City will need to hire additional personnel to implement the proposed Ordinance. The City may also need to elevate or reclassify certain existing positions over time to ensure adequate capacity for the rent stabilization program while continuing to manage other housing programs. Additionally, Redwood City would likely need to contract out key services, including legal counsel, tenant relocation assistance, hearing examiner services, and mediation and dispute resolution. As staffing levels increase, a greater share of these functions could be performed in-house. At full staffing, the City could take on a more active enforcement role, including comprehensive oversight of the rental registry and review of rent increases.

Peer city experience suggests that programs are typically scaled over time rather than launched at full capacity. For example, Richmond initially relied on contracted services and gradually expanded in-house staffing, with staff reporting approximately $1.1 million in costs during the first six months of implementation. Mountain View has followed a similar trajectory, incrementally adding staff as the program matured as program responsibilities and workload needs became clearer.

As shown in **Table 12**, estimated staffing costs are based on a weighted average of representative City positions, including an Assistant City Attorney, Housing Leadership Manager, Housing Management Analyst II, and Administrative Secretary. Fully burdened costs include salaries, benefits, taxes, and overhead. Based on the assumed staffing mix—weighted toward analyst-level roles—the estimated fully burdened annual cost is approximately $535,397 per staff member, reflecting the full cost to the City of supporting program implementation. See **Appendix A Table A-3** for a detailed description of staff responsibilities and cost breakdown.

Table 12. Fully-Burdened Staff Rate Estimate

Position	Direct Cost	Divisional Overhead	Citywide Overhead	Admin Overhead	Fully Burdened Hourly Rate [1]	Staff Weighting [2]	Annual Rate
Administrative Secretary	$124	$41	$15	$47	$226	15%	$470,538
Management Analyst II	$143	$41	$15	$47	$245	60%	$510,245
Housing Leadership Manager	$202	$41	$15	$47	$304	15%	$633,765
Assistant City Attorney	$203	$41	$15	$47	$306	10%	$636,043
Weighted Average	**$155**	**$41**	**$15**	**$47**	**$257**	**100%**	**$535,397**

[1] The hourly to annual staff rate conversion assumes staff are full time employees paid for 40 hours a week, totalling 2,080 hours a year
[2] Reflects estimate proportion of each job category needed to implement the program

Source: Redwood City, Economic and Planning Systems

Table 13 presents estimated program implementation costs across varying levels of enforcement, based on staffing assumptions and projected office and equipment expenses. As shown, total annual costs are estimated to range from approximately $4 million to $10.1 million, depending on the level of staffing and enforcement. Based on the City's existing stock of an estimated 16,168 rental units, the program administration costs range from approximately $246 to $622 per rental unit per year, with a midpoint estimate of $420.

Table 13. Annual Cost Estimate

Cost	Assumption	Level of Enforcement		
		Minimum	Average	Maximum
Annual Costs				
Number of Staff[1]	See Table 11	7	11	18
Fully-Burdened Cost of Staff [2]	$535,397 per FTE	$3,549,116	$6,124,390	$9,522,020
Office Space Required	200 sq. ft./employee	1,326	2,288	3,557
Cost of Office Space [3]	$48.00 per sq. ft./year	$63,638	$109,814	$170,736
Rent Registry Software [4]	Annual Subscription	$90,000	$90,000	$90,000
Hearing Officer [4]	Consultant	$100,000	$100,000	$100,000
Outreach + Education [4]	Consultant	$135,000	$135,000	$135,000
Tenant/ Landlord Couseling [4]	Consultant	$40,000	$40,000	$40,000
Total Annual Cost		**$3,977,754**	**$6,599,204**	**$10,057,756**
Rental Units	16,168			
Administration Cost per Unit		**$246**	**$408**	**$622**

[1] Staffing levels are rounded to whole numbers for display in this table; subsequent calculations are based on the underlying unrounded staffing estimates this impact total annual cost.

[2] See Table 12

[3] Costar Office lease rates based on an average of current offices leased by the City

[4] Other annual costs based on Concords rent control program

In addition to annual operating costs, implementing the proposed Ordinance will also require start-up costs. These are estimated separately in **Table 14** and are expected to range from $320,000 to $690,000 depending on the level of enforcement. These estimates exclude implementation studies and staff time. In addition to the quantified costs shown, the City would likely incur further administrative expenses not captured in this analysis, including staff recruitment and onboarding, as well as longer-term obligations such as pension liabilities associated with additional full-time employees.

Table 14. One Time Start Up Cost Estimate

Cost	Assumption	Level of Enforcement		
		Minimum	Average	Maximum
One-time Costs				
Tenant Improvements [1]	$165 per sq. ft.	$218,755	$377,486	$586,904
Equipment [2]	$100,000 per office	$100,000	$100,000	$100,000
Total One-Time Costs		**$318,755**	**$477,486**	**$686,904**

[1] Tenant improvement costs based on Cushman and Wakefield Office Tenant Improvement Cost Guide
[2] Equipment cost based on Burbank rent control 9212 report

Program Administration Fee

The proposed Ordinance includes a two-tier placeholder fee structure of $120 per fully covered unit and $84 per partially covered unit until the City Council adopts a different fee. However, both placeholder fees are substantially below the level needed to recover the estimated midpoint annual program cost of $6,784,877. For purposes of estimating an illustrative cost-recovery fee, this analysis applies the same general two-tier framework included in the proposed Ordinance, but recalculates the fee levels needed to recover estimated program costs.

Many jurisdictions use tiered fee structures to reflect differences in program administration costs for various categories of rental housing. The tiered fee structure recognizes that units subject to rent stabilization generally require more intensive program administration than units that are only registered in the rent registry or otherwise exempt from rent control. Rent-stabilized units require ongoing administration of rent caps, base rent tracking, rent increase compliance, landlord fair-return petitions, tenant petitions, hearings, noticing, enforcement, and legal support. By comparison, partially exempt units may still require registration, outreach, and compliance tracking, including staff review, counseling services for landlords and tenants, and tracking of termination and eviction notices, but they generally do not generate the same level of rent stabilization workload.

While tiered fee structures are common, there is significant variation in how cities define fee categories, which units fall into each category, and which program costs are included in the annual fee. For example, some cities recover petition-related costs through the annual program fee, while others charge separate fees for certain petition or hearing processes. To develop an illustrative cost recovery estimate for Redwood City, this analysis reviewed fee structures in several Bay Area jurisdictions and found that the ratio between the higher and lower fee tiers averaged approximately 1.6 to 1 (i.e., highest fee tier averaged 1.6 times more than lowest tier). **Appendix A Table A-4** provides a breakdown of the cities evaluated.

Table 15 provides an illustrative calculation for a high and low fee tier structure designed to recover the estimated midpoint annual program cost, based on the unit categories and fee ratio assumptions described in this section. The higher fee would apply to the 6,341 nonexempt units, while the lower fee would apply to the remaining 9,827 partially exempt units, including 5,258 multifamily units built in 1995 or later and 4,569 single-family units subject to eviction protections and the rent registry. These estimates are intended to show the approximate scale of fees that may be required for full cost recovery and should not be interpreted as a recommended fee schedule.

Table 15. Illustrative Two-Tier Annual Fee Structure

Unit Category	Unit Categories Included	Estimated Units	Illustrative Fee Ratio	Illustrative Annual Fee	Estimated Annual
Rent Stabilized/ Nonexempt Units	Nonexempt Units	6,341	1.6x	$545	$3.5M
Rent Control Exempt Units	Multifamily Built 1995 or Later + Single Family	9,827	1.0x	$338	$3.3M
Total		**16,168**			$6.8M

[1] Fee ratios are based on the average high-to-low tiered fee ratios observed across the Bay Area jurisdictions evaluated, as shown in Appendix A-4.

These fees estimated above would increase operating costs for property owners, which may compress development margins and could require affordable housing operators to seek additional subsidy to maintain project feasibility. Given that the proposed Ordinance prohibits the City from using the General Fund to cover program costs, it is unclear how any shortfalls will be financed. In addition, actual fee revenue may be lower than modeled if not all covered property owners comply with annual fee payment requirements.

As part of this analysis EPS collected data from other Bay Area cities that manage rent control and tenant protection programs on how owners and operators of rental properties comply with the reporting and payment requirements. This data indicates that payment compliance varies at both the property and unit level. Across the jurisdictions evaluated, average property-level compliance was approximately 86 percent, while average unit-level compliance was approximately 92 percent (see **Appendix A Table A-5** for detailed data). Using the average unit-level compliance rate, fee revenue could fall about 8 percent below modeled revenues if fees are not adjusted or otherwise collected. Applied to the estimated annual program cost range of $4.0 million to $10.1 million, this could represent an annual funding shortfall of approximately $320,000 to $808,000.

Other Potential Fiscal Impacts

Property Tax

Property tax accounts for about 40 percent of Redwood City's total General Fund revenues and residential land uses are an important contributor to this source.[27] Thus, to the extent that rent control materially affects the performance of the City's housing markets, the proposed Ordinance could affect the City's fiscal outlook through property-related taxes.

Rent control policies can potentially impact property-related revenues in multiple ways, as described below:

- **Conversion of rental housing to ownership**: To the extent that the proposed Ordinance incentivizes landlords to sell rental housing, these properties would be reassessed to prevailing market values. Due to Proposition 13, the assessed value of most property that has remained under the same ownership for multiple years is typically well below its true market value. Thus, any increase in housing sales attributable to the proposed Ordinance would likely generate at least a temporary increase in property-related tax revenues such as property tax, property transfer tax, and motor vehicle in-lieu payments. That said, because Costa-Hawkins currently exempts single-family units and condominiums from rent control, the proposed Ordinance is unlikely to significantly incentivize conversion to ownership (multi-family apartments are more difficult to convert to ownership). This dynamic could change if California voters or the Legislator were to ever repeal or amend Costa-Hawkins.

- **Reduced Assessed Value of Rent Controlled Properties**: By limiting rent increases to 60 percent of the percentage change in CPI, the proposed Ordinance essentially mandates a gradual decline in the real rents of affected properties over time. This effect will, in turn, limit the income generating potential of these properties and ultimately their economic and market values. However, due to the impact of Proposition 13 on assessed values, as noted above, it is likely that only a portion of residential rental properties would be eligible for a reassessment in their taxable value. Specifically, recently transacted multi-family properties, that is, those that have been recently purchased, are most likely to have assessed values that are most closely aligned with prevailing market prices. In these circumstances, some new property owners may ultimately file for assessment appeals if the values of their properties do not keep pace with inflation because real rental revenue is declining over time.

  The impact of this effect on property taxes will depend on the portion of multi-family rental housing that was recently transacted. In the last five years (2020-

[27] - Redwood City FY23 ACFR Signed (6/30/2023 City of Redwood City FY23 AUD [6/30/2023] (In Process))

2025), approximately 2,587 rental units have been sold in Redwood City according to CoStar. Of these, about 1,145 units are in properties built before 1995 and would therefore be subject to rent control. These units are most at risk for assessment appeals under the premise that the income stream estimated at the time of purchase would be restricted. However, property owners may also be eligible to petition for an upward rent adjustment if needed to obtain a fair return, which could limit the potential reduction in assessed value and associated property tax impacts. In total, these units represent approximately 7 percent of the City's rental housing stock. The potential impact of reassessments is likely to be more pronounced if Costa-Hawkins is repealed.

- **In addition to property tax payments, any change in property values would also impact the City's property tax in-lieu of vehicle license fee revenue the City is supposed to receive from the State[28].** The State sends cities these funds based on the gross assessed valuation of taxable property in the jurisdiction. Therefore, if the proposed Ordinance were to result in a decrease (or increase) in assessed values, the City could receive lower (or higher) revenue from the State.

  The significance of the potential impacts of rent control on housing values and in turn, property taxes, depends on the value makeup of Redwood City's rental stock. As shown in **Table 16**, single family properties and condos comprised more than sixty percent of the residential assessed value, while multifamily rental units, including duplexes and triplexes, accounted for about a third of residential assessed value. As noted previously, under Costa-Hawkins, rent control will only apply to the portion of multifamily units that were built before 1995. Therefore, any property value impacts caused by the proposed Ordinance will impact properties accounting for less than a third of the City's residential assessed value.

Table 16. Redwood City Residential Assessed Value

Land Use	Assessed Value	% Residential AV
Single Family	$14,225,911,911	63%
Multifamily	$6,027,127,308	27%
Condo	$2,434,157,675	11%
All Residential	$22,687,196,894	100%

Source: San Mareo County Secured Tax Roll, 2024; Economic & Planning Systems

Overall, the impact of the proposed Ordinance on residential property related tax revenues is expected to be mixed with a potential increase from the conversion of

[28] State payment of property tax in lieu of vehicle license fee revenue has been subject to State budget deliberations for the last several years.

rental housing to ownership off-set by a decline from a reduction in the assessed values of multi-family units. The potential repeal If Costa-Hawkins were to be repealed in the future, it would have the will likely have an added effect of reducing the feasibility of new multi-family residential development, as described above.

Sales Tax

The proposed Ordinance's impact on sales tax is ambiguous. As previously noted, rent control increases the discretionary income of renters. By allowing renters to shift a portion of their income from rent towards goods and services, the proposed Ordinance may boost the local economy. On the other hand, if rent control were to limit the influx of higher income residents into Redwood City, it may reduce the number of households that spend the most money on local services. The overall impact of the proposed Ordinance on sales tax will depend on the magnitude of each of these effects.

Public Services

The primary impact of the proposed Ordinance would be to decrease displacement risk and risk of homelessness for existing renters in Redwood City. People who experience homelessness are more likely to interact with paramedics, police, and fire services than the housed population. For example, people who are unhoused tend to lack insurance and as a result seek health care only once a situation is dire, so they spend more nights in hospitals than people who are stably housed. As a result, housing stability has been found to bring a range of benefits to formerly homeless individuals as well as public savings to the community.[29] The proposed Ordinance may reduce the strain placed on Redwood City's emergency services and as a result, lower City costs. That said, it is difficult to estimate these additional costs with precision, in part because many social service costs are borne by other public agencies, such as the County.

[29] Outcomes Associated with Providing Secure, Stable, and Permanent Housing for People Who Have Been Homeless: An International Scoping Review - Phillippa Carnemolla, Vivienne Skinner, 2021 (sagepub.com)

6. Summary of Section 9212 Impacts

The previous chapters describe the potential fiscal and economic impacts of the proposed legislation based on a variety of factors. This section provides a brief overview of potential impacts on the other areas included in California Elections Code Section 9212(a) and summarizes the overall findings of the analysis.

Analysis of Section 9212 Impacts

Consistency with the City's general and specific plans

The proposed Ordinance does not amend the Housing Element or General Plan. One of the City's stated goals in the Housing Element is to preserve existing affordable housing. The proposed Ordinance may be one tool that could assist the City in maintaining affordability of existing naturally affordable housing. However, this goal would be undermined to the extent the proposed Ordinance incentivizes property owners to convert rental housing to ownership and / or it undercuts the financial viability of multi-family development.

Use of land

Due to vacancy decontrol and new construction exemptions imposed by current State law, the proposed Ordinance is not expected to impact the construction of new housing. However, if Costa-Hawkins were to be repealed or amended in the future, the proposed Ordinance could reduce market rate multi-family development. Additionally, rent control has been found at times to lead to a shift in land use away from rental housing toward for-sale housing. The cost of providing relocation payments equal to four (4) months of the HUD Fair Market Rent relocating tenants and strict rules around evictions in the proposed Ordinance may limit conversions of rental to for-sale housing until covered units are voluntarily vacated by existing tenants.

Infrastructure Impacts

The proposed measure does not appear to have a direct impact on transportation, schools, public facilities, or infrastructure. Decreased displacement may potentially indirectly reduce the strain on social infrastructure, particularly programs related to displacement and homelessness. However, these cost savings may not be borne by the City since many of these services are provided by the County and nonprofits.

Business and employment attraction and retention

Given that the proposed Ordinance does not target commercial land use, it does not have a direct impact on the City's ability to attract and retain businesses and

employees. However, as noted in the literature review, the proposed Ordinance may indirectly affect economic development more generally in both positive and negative ways. On the one hand, employers benefit from having workers who can afford to live in the community. Additionally, displacement and housing instability can lead to absenteeism from work, reduced productivity, and higher turnover. On the other hand, the proposed Ordinance may reduce mobility of renters by incentivizing people to stay in place, thereby decreasing the availability of housing for new workers looking to move to Redwood City.

Use of vacant parcels

The proposed Ordinance is only expected to impact vacant residentially zoned land if there is an impact on new development. This would only be considered likely in the event of the repeal or amendment of Costa-Hawkins. Again, under this scenario, new, market-rate multi-family rental projects would likely be difficult to finance given the prospect of declining real rental revenue over time. However, multi-family rental development might be replaced by higher value condominiums.

Impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.

The proposed Ordinance would not have a direct impact on agricultural or open space lands.

7. Conclusion

Rent regulations are increasingly prevalent in the Bay Area. In cities like Redwood City where apartments account for a sizable portion of the housing stock, the impact of the policy could be significant. Current state law significantly limits the impact of rent control by exempting single family units, condominiums, and properties built after 1995 and requiring vacancy decontrol.

The proposed Ordinance is likely to stabilize rents and decrease displacement risk, which is often cited as an important equity concern in the City. Thus, existing Redwood City renters would be the direct beneficiaries of the proposed Ordinance, accruing long-term financial benefits and reduced risk of eviction. This benefit would come at a direct cost to existing Redwood City landlords who could experience limited increases in rental income and limitations on removing unwanted tenants.

However, despite the clear and direct redistribution effects of the proposed Ordinance, the broader economic implications are likely to be modest absent the repeal of Costa-Hawkins. This is because Costa-Hawkins limits rent control to multi-family rental housing units built before 1995, a product type that accounts for about 19 percent of the City's housing. While 19 percent of the City's housing is not immaterial, the renter protections embodied in the proposed Ordinance are likely to have both positive and negative impacts on the local economy and the City's fiscal health. The positive impacts include reduced displacement as well as increased economic stability and disposable income for renters. The negative impacts may include reduced labor mobility and housing availability for new residents.

Appendix A

Table A-1. Comparables Jurisdiction Staffing Ratios

Jurisdiction	Staff per 1,000 Units [1]
Berkeley	1.1
Santa Monica	0.93
Oakland	0.81
East Palo Alto	0.8
Concord	0.56
Richmond	0.55
West Hollywood	0.5
San Jose	0.41
Mountain View [2]	0.33
San Francisco [3]	0.18
Los Angeles [3]	0.17
Average	**0.71**

[1] Based on the 2021 Mountain View study and interviews with cities.

[2] Excluded from the average. Mountain View reflects a leaner program scope, including a more basic rent registry than contemplated under the proposed Redwood City Ordinance.

[3] Excluded from the average because San Francisco and Los Angeles are much larger jurisdictions and are not directly comparable to Redwood City.

Table A-2. Comparison of San Mateo County AMI Growth and Bay Area CPI Inflation

Year	San Mateo County AMI Change	Percent Change in CPI	Proposed Ordinance: 60% of Change in CPI
2016	5.0%	2.72%	1.6%
2017	7.0%	3.78%	2.3%
2018	11.0%	3.20%	1.9%
2019	10.0%	4.02%	2.4%
2020	8.0%	1.12%	0.7%
2021	5.0%	3.79%	2.3%
2022	2.0%	5.01%	3.0%
2023	0.0%	4.19%	2.5%
2024	5.0%	3.75%	2.3%
2025	-1.0%	1.28%	0.8%

Table A-3. Redwood City Staffing Allocation and Roles

Staff Weighting	Position	Role / Duties
15%	Administrative Secretary	Assist with administrative and clerical tasks related to the program. Duties can include acting as a receptionist and fielding inquiries, receiving and processing notices, petitions, fee payments, etc., and maintaining program records and files.
60%	Management Analyst II	Primary staff implementing, administering and executing the program. Duties can include but are not limited to managing the rental registry, reviewing and approving tenant safety plans, fielding inquiries, providing outreach and education, and administering the petition processes.
15%	Housing Leadership Manager	General oversight of the program and supervision of program staff.
10%	Assistant City Attorney	Provide legal counsel to the program.

*A note on staffing: These are estimates based on existing staff positions within the City. New positions may have to be created to adequately administer the program. Actual program costs will vary depending on the actual positions the City deems necessary to administer the program effectively.

Table A-4. Tiered Annual Fee Ratios in Selected Bay Area Jurisdictions

City	Fully Covered vs. Partially Covered Unit Ratio by Fee Tier
Concord	1.6x
Richmond	1.8x
Berkeley	1.6x
Alameda	1.5x
Average	**1.6x**

Table A-5. Property and Unit-Level Fee Payment Compliance in Selected Bay Area Jurisdictions

City	Reporting Year / Registry Period	Total Covered Properties	Compliant Properties	Total Covered Units	Compliant Units	Property Compliance Rate	Unit Compliance Rate
Concord	2024–2025	6,845	5,294	16,380	14,301	77%	87%
Alameda	2024–2025	2,100	1,800	13,493	11,411	86%	85%
Palo Alto	2024–2025	434	414	7,821	7,653	95%	98%
San José	2019–2020	Not reported	Not reported	38,441	37,246	-	97%
Total		**9,379**	**7,508**	**76,135**	**70,611**		
Average						**86%**	**92%**

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May 8, 2026

VIA EMAIL

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RE: Redwood City Fair and Affordable Housing Ordinance

Dear City Attorney and City Clerk of Redwood City,

I submit this letter on behalf of my client, the California Apartment Association. A "Notice of Intent to Circulate an Initiative" titled by the proponents as "Redwood City Fair and Affordable Housing Ordinance" was submitted October 29, 2025. At the same time, the initiative proponents also submitted the text of the proposed ordinance. Upon receipt of the Title and Summary prepared by the City Attorney, the proponents designed and circulated a petition and obtained signatures, which was recently submitted to the City and is undergoing signature verification. **The petition violates the "full text" requirement of the Elections Code. Accordingly, the City Clerk should refuse to certify the sufficiency of the petition, regardless of the results of the signature verification. The Elections Code and extensive case law establish that the City Clerk has a mandatory ministerial duty to review an initiative petition presented for filing to confirm it complies with applicable legal requirements, and to reject a petition that does not comply. Courts are consistently willing to enforce this duty by issuance of a Writ of Mandate, when an elections official or governing body fail to properly abide by the Elections Code.**

Though Redwood City is a charter city, both the City's Charter and City Code provide that the provisions in the State general law apply to initiative petitions circulated within the City to amend City law. (See Charter Section 6; City Code Section 2.92.) The State general law provisions for municipal initiatives are presented in Article 1 of Chapter 3 of Division 9 of the Elections Code. When an initiative petition is presented for filing by the proponents, the Elections Code directs the City Clerk to (a) ascertain the number of registered voters of the city last reported by the county elections official to the Secretary of State as of the date the initiative's notice of intent and title and summary were published and/or posted in accordance with Elections Code Section 9202, and (b) determine if

the number of signatures on the petition equals or is in excess of the minimum number required. (Elec. Code § 9210.) In addition to counting the signatures, the City Clerk also has a duty at this time to "examine the four corners of the petition for compliance with submission requirements." (*Alliance for a Better Downtown Millbrae v. Wade* (2003) 108 Cal.App.4th 123, 127.) The City Clerk may refuse to certify a proposed measure if noncompliance with the procedural requirements of the Elections Code is manifest on the face of the submitted petition. (*Id.* at p. 137.)

Among the "procedural requirements" is that an initiative petition contain the "full text" of the proposed ordinance. Elections Code section 9201 provides in pertinent part: "Any proposed ordinance may be submitted to the legislative body of the city by a petition filed with the elections official of the legislative body…[t]he first page of each section shall contain the title of the petition and the *text of the measure*."

In *Mervyn's v. Reyes* (2006) 69 Cal.App.4th 93, the Court of Appeal invalidated an initiative petition because it did not contain the full text of all provisions of a city's general plan that would have been affected by the measure. Although the text of the initiative contained reference to the policies that the measure would enact, the petition omitted the text of those policies which the Court considered the "key element of the initiative." (*Mervyn's v. Reyes*, *supra*, 69 Cal.App.4th at 104.) The Court stressed that knowing both "***which laws are being challenged and which will remain the same***" are critical to the electorate's understanding of a petition proposing an amendment to existing law. (*Ibid.* (emphasis added).) The Court in *Mervyn's* also acknowledged that there is no distinction between referenda cases and initiative cases. (*Ibid.*)

In *Creighton v. Reviczky* (1985) 171 Cal.App.3d 1225, the Court invalidated a municipal referendum petition which identified the ordinance number of a zoning ordinance but did not include the text of the challenged ordinance. The Court concluded that the "petition utterly failed to apprise prospective signers of the substantive provisions…" of the challenged ordinance. (*Id.* at 1233.) Accordingly, the Court emphasized that the petition must contain the full text of the challenged legislation because "designation of the protested legislation by number only…would create and compound confusion as to the measure." (*Id.* at 1231.)

In *We Care-Santa Paula v. Herrera*, (2006) 139 Cal.App.4th 387 ("*We Care*"), the Court upheld a proposed municipal initiative that sought to amend the city's General Plan despite not including the relevant portions of the Plan in the petition. However, the Court emphasized that the proposed measure did not change or prohibit any change in land use or density designated in the Plan. (*Id.* at 390.) Instead, it merely required that any future amendments to the Plan be submitted to the voters at a general or special election. (*Id.* at 389.) The Court distinguished the challenged petition from those in *Mervyn* and *Creighton*, stating: "*We Care's* petition does not omit the text of an incorporated exhibit or any other portion of the proposed enactment. Instead, the petition contains the full and complete text of everything that will be enacted if voters approve it." (*Id.* at 390.)

The proposed "Redwood City Fair and Affordable Housing Ordinance" initiative amends the Redwood City Municipal Code in two distinct ways: first, it seeks to repeal or delete Chapters 42 (Relocation Assistance) and 42A (Minimum Lease Terms) from the Code. Second, it lays out a new Chapter 42 in place of the repealed provisions. While the full text of the *new* Chapter appears in the

initiative petition, the petition fails to include the text of the provisions of the law being repealed.

In seeking to repeal the Relocation Assistance and Minimum Lease Terms provisions of Redwood City's Municipal Code, the proposed initiative is akin to the measures in *Creighton*, where the Court invalidated the petition because it only included the ordinance number and not the full text of the challenged ordinance. The Court has stressed that knowing both "***which laws are being challenged and which will remain the same***" are critical to the electorate's understanding of a petition proposing an amendment to existing law. (*Mervyn's v. Reyes*, *supra*, 69 Cal.App.4th at 104.) The proposed initiative does not inform prospective petition signers with the text of the portions of the Redwood City Municipal Code that would be repealed. Furthermore, the proposed Redwood City initiative is distinguishable from the petition in *We Care*. Here, the proposed initiative does not simply amend or add an additional provision to an existing code. If enacted, the ordinance would delete two sets of substantive tenant protections from the Municipal Code ***AND*** replace it with a new Chapter. [1] Unlike the petition in *We Care*, without the text of the Chapters being repealed, the petition fails to include the full and complete text of everything that will be enacted if voters approve the measure.

By failing to include the text of the challenged Relocation Assistance and Minimum Lease Terms provisions of the Redwood City Municipal Code, the proposed initiative fails to satisfy the "full text" requirement of Elections Code section 9201. This determination requires no *discretionary evaluation* of *extraneous evidence*. A straightforward comparison of the petition with the plain statutory directives in the Elections Code make it apparent the proposed initiative, wholly lacking the text of the two existing Chapters of the Municipal Code that would be repealed if adopted, does not contain the "full text" necessary to be a complete proposal to voters. Therefore, the City Clerk has a clear and present ministerial duty to refuse to certify the sufficiency of the Redwood City Fair and Affordable Housing Ordinance initiative petition for violating the full text requirement. (See *Billig v. Voges* (1990) 223 Cal.App.3d 962, 969.) The petition is on its face invalid as a matter of law under the Elections Code, and the City should take no further actions to process the petition. Failure to carry out this duty carries significant exposure to litigation for the City. Please respond to the undersigned no later than close of business Thursday, May 21, 2026, with the City's position regarding this matter.

Respectfully submitted,

Ashlee Titus

CC: Patrick Heisinger, City Manager, pheisinger@redwoodcity.org
Elmer Martínez Saballos, Mayor, emartinezsaballos@redwoodcity.org

[1] The version of Chapters 42 and 42A in effect at the time the initiative was filed are attached, which constitutes 13 pages of text. In *Mervyn's*, the initiative proponent omitted 17 pages of text. (*Supra*, 69 Cal.App.4th at 97.)

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Public hearing to receive a report on City of Redwood City employment vacancies, and employee recruitment and retention efforts as required by Assembly Bill ("AB") 2561 (Government Code 3502.3)

SUMMARY

Report on City of Redwood City employment vacancies, and employee recruitment and retention efforts as required by AB2561 (Govt Code § 3502.3).

RECOMMENDATION

Receive the informational report on City of Redwood City's employment vacancies, and employee recruitment and retention efforts pursuant to Government Code Section 3502.3.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Effective January 1, 2025, Government Code Section 3502.3 requires public agencies to present information on their vacancies and recruitment and retention efforts at a public hearing before the City Council, at least once per fiscal year, and prior to the adoption of the final budget. If necessary, the City will identify during the public hearing any necessary changes to the City policies, procedures, and recruitment activities that may contribute to obstacles in the hiring process. This public hearing ensures the City complies with the law.

ANALYSIS

AB 2561, codified in Government Code Section 3502.3, requires public agencies to hold a public hearing to address the status of job vacancies prior to the adoption of the upcoming final budget. Staff will present the following required information at the public hearing:

1. The status of vacancies at the City of Redwood City as of March 17, 2026[1].
2. Information on the City of Redwood City's recruitment and retention efforts.
3. Obstacles in the City of Redwood City's policies, procedures, and recruitment activities that may create challenges in the hiring process.

If the number of job vacancies within a single bargaining group unit meets or exceeds 20% of the total number of authorized full-time positions, the law requires staff also present the following information:

1. The total number of job vacancies within the bargaining unit.
2. The total number of applicants for vacant positions within the bargaining unit.
3. The average number of days to complete the hiring process from when a position is posted or advertised.
4. Opportunities to improve compensation and other working conditions.

As of March 17, 2026, there are no City of Redwood City bargaining groups or unrepresented employee groups with a vacancy rate exceeding 20%.

Bargaining Group/Association/Employee Group	Vacancy Rate as of March 17, 2026
RCMEA (Redwood City Management Employees Association)	15.50%
COA (Chief Officers Association)	14.30%
Executive Management Group	11.10%
PSA (Redwood City Police Supervisors' Association)	11.10%
SEIU (Service Employees International Union Local 521)	9.90%
Confidential Employee Group	6.70%
POA (Redwood City Police Officers' Association)	5.50%
IAFF (International Association of Fire Fighters Local 2400)	1.10%

At the public hearing, a recognized employee organization for a bargaining group is entitled to make a presentation to the City Council addressing the status of vacancies and recruitment and retention efforts for positions within that bargaining unit. All employee organizations were notified of the public hearing.

Recruitment Data

[1] AB2561 requires reporting at least once per fiscal year. A snapshot in time, the March 17, 2026 was selected to align with a Request for Information (RFI) submitted by SEIU.

During 2025, the Human Resources (HR) Department received a total of 104 personnel requisitions (departmental requests to fill at least one vacancy) for a total of 109 vacancies. HR's Recruitment Team conducted a total of 62 regular recruitments (budgeted positions); additionally, 25 separate recruitments were conducted for temporary/seasonal positions such as Library Aide, Program Leader (PRCS), Maintenance Custodian Assistant, Interns/casual assignments supporting a variety of Departments, and more. HR staff also partnered with departments on key public safety recruitments to maintain active eligibility lists supporting ongoing hiring needs for Police Officer Trainee, Police Officer (Academy Graduate and Lateral), Firefighter Trainee, Firefighter/Engineer (Entry Level and Lateral) Firefighter/Engineer Paramedic (Entry Level and Lateral), and Public Safety Communications Dispatcher positions.

While the details of individual recruitments vary, the general process for a recruitment follows the sequence outlined below:

Personnel Requisition – A department begins the hiring process by submitting a personnel requisition to HR, specifying the recruitment type (closed/promotional or open/external).

Recruitment Planning – Upon assignment to a HR recruiter, HR and the Hiring Manager (HM) will meet to discuss recruitment details (including but not limited to: length of time for advertising and accepting applications, examination processes to be utilized (written or practical exam, oral board, etc.).

Advertisement and Application Period – Position(s) are advertised, and applications are accepted for a specified time, generally a minimum three (3) weeks.

Application Screening – HR staff partners with HM to screen applications for minimum qualifications (MQs), and to identify most highly qualified candidates to be invited to the examination process.

Administration of Examination – Qualified applicants (those who meet MQs) are invited to participate in any of the applicable processes (written or practical exam, oral board, etc.).

Eligibility List – Following conclusion of the examination process, HR staff will establish an eligible list and refer candidate names to the hiring department (based on applicable MOU).

Department Selection Interviews – Hiring department conducts interviews and selects candidate(s); hiring department will coordinate with HR to make a verbal offer (followed by a conditional offer).

Pre-Employment/Background Check – HR works with the hiring department and their selected candidate(s) to complete the background, which includes DOJ fingerprinting, criminal history, reference check, and depending on the position, may include additional components (for example, DMV, TB (Tuberculosis) test, pre-employment physical examination).

Upon successful completion of pre-employment/background processes, HR will coordinate a start date and issue a final offer.

Recruitment and Retention Efforts

The City dedicates extensive time, energy, and resources to support talent attraction and retention. Included in this report are updates on current events, actions, and programs to support these efforts, focusing on Citywide activities coordinated through the Human Resources Department, with active

support from the City Manager's Office. Additionally, each department head is responsible for assessing their department's staffing, training, and development needs and helping to ensure they are met.

The HR recruitment team is currently staffed with 3.5 full-time equivalent (FTE) staff: 1.0 FTE Senior Human Resources Analyst (Recruitment Program Supervisor who also oversees Classification & Compensation and DEI Initiatives), 2.0 FTE Human Resources Analysts (Recruiters), and .50 FTE Human Resources Technician. Additionally, the City previously utilized a part-time CalPERS retired annuitant whose assignments included supporting recruitment and classification and compensation work for 960 hours per fiscal year (July 1 – June 30), equivalent to approximately 20 hours per week. The loss of this seasoned, part-time support has resulted in reduced staff capacity. Human Resources will continue to look for ways to add additional temporary, part-time staff to support the City's recruitment needs.

Career Fairs:
The HR Recruitment Team continues to work towards expanding the City's outreach to potential candidates and market the City as a desirable and competitive employer. Representatives from various City departments attended career fairs in 2025 to promote the City of Redwood City as an employer of choice, advertise our current job opportunities, and encourage candidates to consider a career in public service.

- **Public Service Career Fair**
  County Center, San Mateo County
  September 12, 2025

- **Cañada College Career Center Fair**
  Cañada College
  October 1, 2025

- **College Career & Community Fair**
  Sequoia High School
  October 9, 2025

- **College Career Day**
  Sequoia High School
  October 22, 2025

Advertising:
The Human Resources Department oversees all recruitment and selection activities for the City and posts employment information on local college, university, community, and diversity job boards to help attract a diverse pool of candidates. Listed below are the primary/general advertising sites for posting City recruitments:

- CalOpps (www.calopps.org)
- City of Redwood City website (www.redwoodcity.org)
- Diversity Working (www.diversityworking.com)
- Government Jobs (www.governmentjobs.com)
- Indeed (www.indeed.com)
- Linkedin (www.linkedin.com)

Additionally, depending on the recruitment, the City posts job announcements on more than 70 secondary advertising sites that target specific professions.

Internal Promotions:
In addition to conducting recruitments open to the general public, the City conducts internal promotional recruitments. Internal promotions invest in existing employees, supporting their professional development, and helping them advance their careers. Additionally, promoted employees can continue to share their knowledge and expertise within their department and/or the organization.

A flexibly-staffed promotion, specific to certain flexibly staffed classifications, allows for an employee to promote from an entry level position to a journey level position with the key difference being the range of duties, the level of skill required, and the amount and degree of supervision received. The chart below shows the number of internal promotions, flexibly-staffed internal promotions, and open recruitment processes in 2025.

Type of Recruitment/Hiring Process	2025
Internal Promotion	42
Flexibly Staffed Internal Promotion	6
Open/External Recruitment	51
TOTAL	**98**

Employee Recognition Activities:
Employee recognition is a key retention effort. At Employee Town Hall meetings (now known as Staff **SYNC – S**hare **Y**our **N**ews **and C**ontributions**)**, the City recognizes new hires, promotions, and service year milestones (5, 10, 15, 20 or more years of service). The City Manager sends a monthly employee newsletter which highlights employees who embody the City's organizational values. The City also hosts various special events in November (designated Gratitude Month) and departments host summer events and employee recognition activities. Celebrating employee achievements and service milestones foster employee engagement, helping boost morale and reinforce a culture of appreciation, ultimately contributing to higher retention rates.

Health and Wellness Programs:
By investing in the health and wellness for all City teammates, we are creating a positive workplace culture where employees feel valued and supported, which can continue to support retention. The City offers an Employee Assistance Program (EAP) to all City teammates, including free wellness webinars and counseling session. The Fire and Police Departments provide wellness activities targeted to public safety employees.

Additionally, employees in some bargaining groups are eligible for reimbursement for health and fitness activities or expenses. The City also has fitness equipment available at fire stations, the Police Department, and Public Works Services, and the Police Department has a fitness program for Police Officers.

Eligibility List Rules – SEIU:
On January 26, 2026, Council approved an addendum to the Service Employees International Union (SEIU) MOU for representation of contract workers who perform SEIU duties or similar. Part of the negotiated

terms included changes to the existing MOU language for eligibility list rules, now allowing hiring managers "rule of the list" for all represented positions. This allows more flexibility in hiring beyond the "rule of 3" for all SEIU represented positions.

Recruitment and Retention Incentives

Listed below are some benefits available to new hires and/or eligible current employees depending on their association, bargaining group, or employee group to further support recruitment and retention:

Educational Incentive Pay and/or Tuition Reimbursement

To support continuous learning and development, the City offers an educational incentive pay and/or tuition reimbursement for eligible employees depending on their association, bargaining group, or employee group. The benefit can be used for obtaining a degree, certificate for specialized training, completing college courses, and/or attending professional conferences.

Management Leave

Eligible exempt classifications in the Redwood City Management Employees Association (RCMEA) and Confidential Group are credited with 40 hours of management leave each calendar year and can earn up to 160 hours each year. Eligible exempt classifications in the Executive Management Employee Group and Chief Officers Association (COA) are credited with 160 hours of management leave each calendar year.

Police Lateral Recruitment Incentive

Current Police Officers are encouraged to support the City's recruitment efforts to attract candidates. Any POA member who recruits a lateral Police Officer candidate who is hired and successfully passes the Field Training (FTO) Program will receive $500.

Priority Registration City Recreation Program

Employees represented by RCMEA, Confidential Group, and SEIU are eligible to receive a discount of up to $500 per calendar year and priority registration to enroll their children in qualifying child-based recreation programs offered by the City's Parks, Recreation, and Community Services Department.

Public Safety Career Incentive

To attract qualified police officer candidates to work for the City, effective January 31, 2023, Police Officers hired by the City after January 30, 2023, are eligible to receive up to $35,000 as a public safety hiring and career incentive, paid into a Retiree Health Savings Account (RHS) over a five-year period.

Public Safety Retention Incentive

In an effort to retain current Police Officers, eligible current employees will receive a maximum total of $15,000, over a 3-year period.

Vacation Benefit

As a recruitment incentive, the City provides a supplemental grant of 40 vacation hours to be immediately available to a new hire lateral Police Officer.

Challenges/Obstacles in the Hiring Process:

The City has identified challenges in the City's hiring process, which include the current applicant tracking software, hiring eligible list rules for certain employee groups, pre-employment/background check process, and the City's current Personnel Rules and Regulations.

Applicant Tracking Software Program

The City has identified a need for a cloud-based applicant tracking software in order to streamline the City's recruitment and selection process. The City continues to use CalOpps as a job board to post recruitments but due to system limitations, many of the processes are manual for HR staff, department hiring managers, and candidates. A cloud-based program would customize the workflow from the beginning of a recruitment to a hire, while speeding up the hiring process by allowing candidates to seamlessly move through the various hiring steps. A cloud-based system would also support advertising and outreach efforts to attract a diverse candidate pool. Staff is currently in the process of issuing a Request for Proposals (RFP) for a cloud-based software program that includes several HR modules, including recruitment, onboarding, learning and development, and performance management. The software would also have the ability to collect applicant hiring data and be able to interface with the City's Human Resource Information System (HRIS) and/or the City's vendor currently used in the pre-employment/background processes. Funding was previously approved in the FY2025-26 budget, and additional funds are being requested in the FY2026-27 budget.

Hiring Eligible List:

Current language in some of the City's MOUs limit the hiring manager to the "rule of 3" which means that if there is one vacancy in a classification, the hiring manager is only referred the top three names on an eligible list for consideration. The "rule of 3" limits other strong candidates from being considered unless there are more vacancies, at which time an additional name is referred to the hiring manager. The City recently negotiated "rule of the list" with SEIU for all recruitment processes and is aiming to be able to discuss with other groups, the advantages and flexibility this has allowed in the hiring process.

New Positions/Classifications

The standard process for establishing a new classification includes the creation of a job description and salary range; in collaboration with the requesting department, Human Resources staff will draft a job description and recommend a salary range, taking into account similar classifications and salary data from comparable public agencies. Additionally, HR staff and the hiring department will partner to determine the FLSA status of the new classification, and to designate the position to an employee group/bargaining unit. The draft job description and proposed salary range are then shared with the designated employee group/bargaining unit, and the City will meet and confer over the proposed job description and salary range, upon request. Upon conclusion of the meet and confer process, the job description and salary range are then placed on the agenda for City Council approval. Upon City Council approval, the classification is established, and the hiring department can request a recruitment. In some instances, the meet and confer process has contributed to a delay in establishing the new classification and salary range, subsequently creating a delay in City's (HR and the department's) ability to recruit.

Pre-employment/Background Check Process:

The background check process can be time consuming and occasionally spans over a period of a few weeks up to a couple of months. Previously, HR staff would schedule different components of the process sequentially rather than simultaneously. In 2025, the HR Team partnered with the City Attorney's Office to create a streamlined process that allowed us to run all components of the background check simultaneously, including the pre-employment medical, psychological, criminal, and DMV checks. While this has improved overall timeliness and efficiency in the background check process, there are still challenges with receiving some results in a timely manner.

Personnel Rules and Regulations

The City's Personnel Rules and Regulations are a set of guidelines that outline the procedures and practices governing the employment of individuals within the City. Their primary purpose is to establish a fair and equitable system of personnel management, ensuring consistent treatment of employees and promoting a positive and productive work environment. The current rules and regulations are over 40 years old and need to be updated to include best practices and inclusive language.

EQUITY IMPACT STATEMENT

AB2561 requirements focus on transparency and accountability regarding the City's vacancy data and recruitment and retention efforts. Current vacancy rates among the City's employee groups range from 0% - 15.5%. The City shares this data with the various employee groups, offering them an opportunity to present at the public hearing. The current vacancy data indicates that the City's proactive recruitment and retention efforts continue to maintain under the 20% threshold, fostering a more diverse and inclusive workforce which reflects the community it serves.

Vacancy rates can result in reduced services and decreased service quality to the public, affecting vulnerable populations that rely on city services; however, the City continues its efforts to overcome challenges identified in recruitment, including the exploration of a new cloud-based applicant tracking system and streamlining other parts of the recruitment process such as revision of MOU language for eligibility lists, and revision of the Personnel Rules. As required by AB2561, annual reporting of the City's vacancies and recruitment and retention efforts will ensure that the City continues to work at reducing vacancy rates and that all City departments are adequately staffed to provide consistent, quality service to all members of the community.

FISCAL IMPACT

The public hearing is held for information purposes and there is no budgetary impact associated with this public hearing. Any proposed changes will be included in the FY 2026-27 Recommended 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. Public Notice was also provided in the San Mateo Daily Journal on May 27, 2026.

ALTERNATIVES

This agenda item provides disclosure that is required in accordance with Government Code Section 3502.3 (Assembly Bill 2561); there is no alternative to providing this report.

ATTACHMENTS

None.

REPORT PREPARED BY:

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APPROVED BY:

Michelle Katsuyoshi, Human Resources Director
Patrick Heisinger, City Manager

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Presentation of the Fiscal Year (FY) 2026-27 Recommended Budget and date setting for the public hearing and adoption

SUMMARY

The FY 2026-27 Recommended Budget is presented for City Council review and feedback, reflecting a balanced approach to maintaining core services while addressing emerging fiscal challenges. The budget is shaped by moderating revenue growth, ongoing economic uncertainty, and increasing expenditure pressures, including personnel costs, infrastructure needs, and service demands.

The proposed budget aligns with City Council strategic priorities and incorporates efforts to enhance organizational efficiency, invest in critical services, and ensure long-term fiscal sustainability. A multi-year perspective, including a ten-year forecast, highlights structural imbalances that will require continued monitoring and potential policy direction.

City Council feedback will inform final refinements to the budget prior to its scheduled adoption on June 22, 2026.

RECOMMENDATION

1. Receive and provide feedback regarding the FY 2026-27 Recommended Budget; and
2. Adopt a resolution setting June 22, 2026 as the date for the public hearing on and adoption of the Fiscal Year 2026-27 Budget, directing copies of the Fiscal Year 2026-27 Recommended Budget to be filed with the City Clerk, and authorizing and directing the City Clerk to publish notice of the availability of the Fiscal Year 2026-27 Recommended Budget and the date of the public hearing.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City Council has a history of taking intentional, proactive, and strategic steps to ensure fiscal sustainability, including funding long-term needs, maintaining a 15 percent General Fund reserve, and identifying new revenue sources to sustain City services. The Fiscal Year (FY) 2026-27 Recommended Budget is balanced utilizing one-time fund balance and a modest draw down of the Section 115 Pension Trust, a fund the City Council established to offset future pension costs. The City's financial picture for FY 2026-27 is notably different from recent years for two reasons:

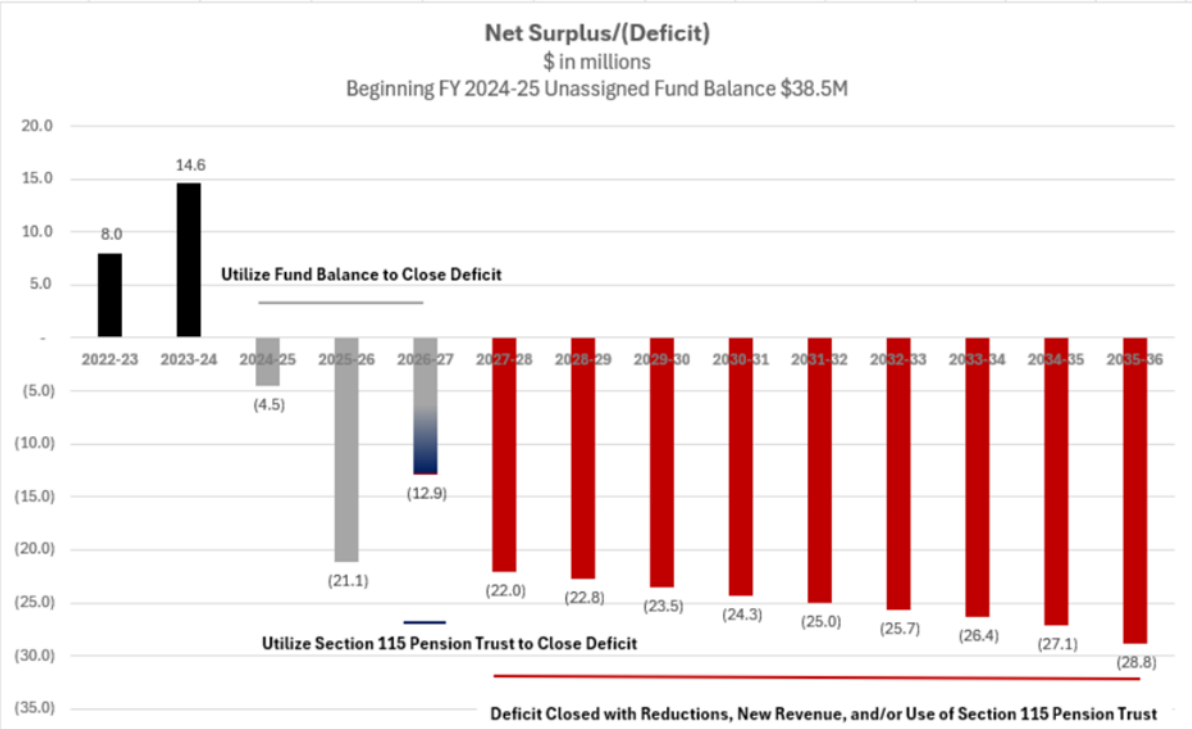
- A weaker General Fund revenue outlook for FY 2026-27 because of external and internal variables.
- Starting FY 2026-27 with a smaller forecasted one-time fund balance, following a deliberate drawdown of one-time funds in FY 2025-26 to support much-needed capital and operating investments and more proactive forecasting methodologies, leaving the General Fund with less flexibility to use one-time funds to offset the imbalance between revenues and expenditures.

ANALYSIS

Like many local governments across California and the nation, Redwood City – while maintaining its commitment to fiscal stewardship – has not had sufficient resources to meet community needs and priorities. Despite these constraints, the FY 2026-27 Recommended Budget focuses on the fundamentals, making investments to enhance quality of life, promote public safety, maintain critical infrastructure, and modernize service delivery.

The FY 2026-27 budget anticipates a $12.9 million deficit that the City will close by drawing down unassigned one-time fund balance and a modest $4.2 million draw down of the Section 115 Pension Trust.

Looking beyond FY 2026-27, the Ten-Year General Fund forecast projects annual deficits, defined as anticipated needs exceeding anticipated resources ranging between $22 and $29 million beginning in FY 2027-28 through FY 2035-36. To close these shortfalls, the City will need to identify budget reductions, new revenues, and/or make additional withdrawals from the Section 115 Pension Trust.



This staff report provides a high-level overview of the FY 2026-27 Recommended Operating Budget, with attachments providing important detail and context on the City's economic outlook, ten-year forecast, key FY 2025-26 accomplishments and FY 2026-27 goals.

The Recommended Budget reflects prior City Council direction to ensure financial sustainability for the City, including setting aside sufficient reserves. The General Fund reserve, intended to support the City in an emergency, remains fully funded at approximately $31.3 million for FY 2026-27.

FY 2026-27 Recommended Budget at-a-Glance

The FY 2026-27 Recommended Budget for all funds totals $420.2 million in revenues and $410.6 million in expenditures (before transfers in and out). The General Fund expenditure portion of the budget is $206.1 million.

FY 2026-27 Recommended Budget (All Funds)

		FY 2026-27 Recommended Budget	
Revenue			
General Fund		204,794,444	*
Special Revenue Funds		33,290,869	
Capital Projects Funds		596,765	
Debt Service Funds		3,092,050	
Enterprise Funds		125,302,455	
Internal Service Funds		53,116,216	
Total Revenues	**$**	**420,192,799**	
Expenditures			
General Fund		206,059,979	
Special Revenue Funds		30,198,968	
Capital Projects Funds		4,517,592	
Debt Service Funds		3,098,250	
Enterprise Funds		110,114,977	
Internal Service Funds		56,571,870	
Total Expenditures	**$**	**410,561,636**	
Net Change in Fund Balance/Net Position	**$**	**9,631,163**	
Full-Time Equivalents (FTE)		635.43	

* Includes $11,700,000 of Utility Users' Tax Revenue that is transferred to the Capital Projects Funds

Note: Revenues and Expenditures are shown before transfers in/out

General Fund Expenditures

The recommended FY 2026-27 General Fund expenditure budget is $206.06 million, which is $6.06 million, or 3.03 percent more than the FY 2025-26 projected year-end General Fund expenditure budget of $200.0 million. Salaries, wages, and benefits are $149.2 million, or 72.40 percent, of the recommended General Fund expenditure budget. This is comparable to 71.64 percent for FY 2025-26.

General Fund Revenues

General Fund revenues are expected to decrease to $204.8 million in FY 2026-27; a decrease of $0.9 million, or 0.44 percent from the FY 2025-26 projected year-end budget of $205.7 million. Most of the City's General Fund revenues continue to derive from property, sales, Utility Users' Tax (UUT) and, to a lesser extent, Transient Occupancy Tax (TOT). FY 2026-27 General Fund revenues by category are shown in the attached Ten-Year Forecast.

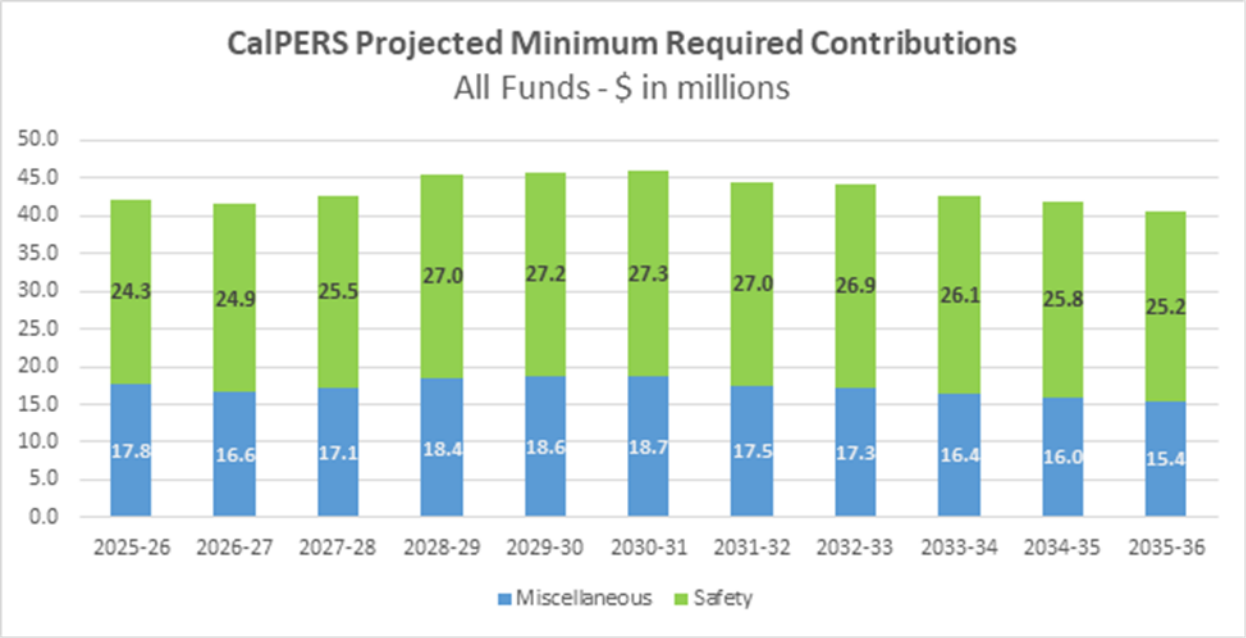
Personnel

Approximately 72.4 percent of the General Fund's expenditure consists of salaries and benefits, which is very typical of California cities. The total recommended positions by department are shown below, with additional details in the budget document.

DEPARTMENT	ADOPTED BUDGET 2024-25	REVISED BUDGET 2025-26	RECOMMENDED BUDGET 2026-27
City Attorney	6.02	7.02	8.04
City Council	7.00	7.00	7.00
City Manager	18.35	20.31	20.44
Community Development	37.79	42.39	42.08
Engineering & Transportation	28.24	31.68	32.30
Finance	21.00	24.25	22.55
Fire	91.40	102.00	102.00
Human Resources	12.83	13.83	13.83
Information Technology	20.51	22.51	19.76
Library	36.40	42.55	42.55
Parks, Recreation & Community Services	71.96	76.46	76.46
Police	134.00	136.00	135.00
Public Works Services	116.43	116.93	113.42
TOTAL	601.93	642.93	635.43

Long-Term Liabilities: Pension and Retiree Health Liabilities

The City has two pension plans with the California Public Employees' Retirement System (CalPERS): one for miscellaneous (non-safety) employees and one for safety employees such as sworn fire and police personnel. The City is required to contribute payments to each of these plans according to CalPERS' calculations. Staff has used the CalPERS pension outlook tool to estimate future required contributions, as shown in the chart below.



A discussion of the fiscal stewardship measures the City has taken and proposes for the coming year to manage the costs of unfunded pension and retiree health liabilities, as well as industrial disability retirements and workers' compensation, can be found the attached Ten-Year Forecast.

Modernization and Efficiency Initiatives

The FY 2026–27 Recommended Budget includes a series of modernization and efficiency initiatives (Attachment D) intended to improve customer service, operational efficiency, transparency, digital service delivery, and internal coordination across City departments. These initiatives focus on customer-first service improvements, digital modernization and automation, and process streamlining efforts designed to reduce administrative burden and improve service delivery. A detailed summary of departmental initiatives is included in the attached Modernization and Efficiency Initiatives.

To support implementation and accountability, the City will develop a centralized performance dashboard during FY 2026–27 to monitor progress, track outcomes, and provide ongoing reporting to City leadership and the City Council. Initial dashboard development and performance tracking will focus primarily on Tier 1 initiatives identified as having the greatest operational and community impact.

Performance will be evaluated using Key Performance Indicators (KPIs):

- Key – most important measures of success
- Performance – how well an initiative functions
- Indicator – measurable progress or outcomes

KPIs will help standardize reporting across departments and support transparent measurement of improvements such as reduced processing times, increased online service utilization, improved customer access, and operational efficiencies.

Capital Improvement Plan (CIP)

The CIP is a valuable resource to achieving the City Council's strategic priorities. Each year, the CIP project recommendations are presented to the City Council in the spring for adoption with the budget in June. Proposed projects include infrastructure and facility upgrades, as well as major capital investments in the community. A study session was held on April 27, 2026, to receive City Council feedback. Based on City Council direction and feedback, projects are prioritized and funding is then allocated for the upcoming fiscal year.

A Five-Year CIP is prepared for City Council review annually. The Five-Year CIP provides a longer-term perspective on needed capital investments and is a fiscal and strategic tool to plan, fund, prioritize, and monitor capital investments in the community. The Five-Year CIP includes the proposed capital budget for FY 2026-27, as well as planned project needs for FY 2027-28 through FY 2030-31. The proposed Five-Year CIP has an estimated cost of $618.2 million.

The total Fiscal Year 2026-27 CIP budget is $40.5 million. This budget includes 46 projects with funding of $36 million plus dedicated CIP project administration and support services of $4.5 million.

An online portal for the recommended FY 2026-27 CIP projects provides a high-level summary of the project appropriations. The project summaries can be viewed by district, neighborhood, or in the context of the City's Equity Priority Communities Map. The online portal web address is https://www.redwoodcity.org/CIPMAP

Budget Adoption

The City Charter requires that the Council establish the date for the public hearing of the budget and establish by resolution the date for final adoption of the budget. The proposed date for the public hearing and adoption of the budget is June 22, 2026, which is included in the attached Resolution. The budget will be presented to the Council for adoption with any revisions identified.

EQUITY IMPACT STATEMENT

The City Operating Budget funds the work of every department to advance equitable outcomes in Redwood City. Each department's annual goals include goals, which are not only specific, measurable, achievable, relevant to city priorities, and time-bound; but is also related to the pursuit of inclusivity and/or equity in the context of the work of that department. The annual goals for each department are listed in each department's section of the Recommended Budget.

FISCAL IMPACT

The FY 2026-27 Recommended Budget for all funds totals $420.2 million in revenues and $410.6 million in expenditures. The General Fund portion of the budget is $204.8 million in revenues and $206.1 million in expenditures.

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 will provide feedback on the FY 2026-27 Recommended Budget. The City Council will consider adoption of the FY 2026-27 Recommended Budget on June 22, 2026.

LINKS

Link to FY 2026-27 Recommended Budget

ATTACHMENTS

Attachment A – Transmittal Letter
Attachment B – Economic Overview
Attachment C – Ten-Year Forecast
Attachment D – Modernization and Efficiency Initiatives
Attachment E – Resolution setting June 22, 2026 public hearing

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APPROVED BY:

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Patrick Heisinger, City Manager

June 1, 2026

Honorable Mayor Martinez Saballos and City Council Members:

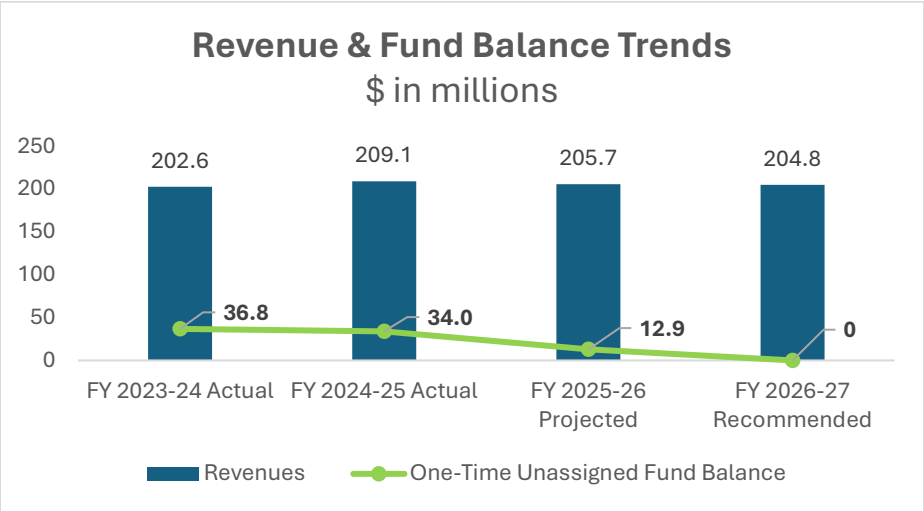
In accordance with the City Charter, I am pleased to submit the Fiscal Year (FY) 2026-27 City of Redwood City (City) Recommended Budget for your consideration on June 8, 2026, and adoption on June 22, 2026.

The FY 2026-27 Recommended Budget reflects a transition point for Redwood City. Following several years of strong revenues, major capital investments, and significant organizational expansion, the City is now entering a period that requires increased fiscal discipline, prioritization, and long-term planning. While Redwood City remains financially stable and well-positioned relative to many jurisdictions, the fiscal environment facing local governments has fundamentally changed.

The FY 2026-27 Recommended Budget is balanced utilizing one-time fund balance and a modest draw down of the Section 115 Pension Trust, a fund the City Council established to offset future pension costs. The City's financial picture for FY 2026-27 is notably different from recent years for two reasons:

- A weaker General Fund revenue outlook for FY 2026-27 because of external and internal variables
- Starting FY 2026-27 with a smaller forecasted one-time fund balance, following a deliberate drawdown of one-time funds in FY 2025-26 to support much-needed capital and operating investments and more proactive forecasting methodologies, leaving the General Fund with less flexibility to use one-time funds to offset the imbalance between revenues and expenditures.

The City's General Fund ended FY 2024-25 with $209.1 million in revenues, 3.2 percent more than the prior fiscal year. The ending unassigned fund balance totaled $34 million. Based on current forecasts, FY 2025-26 is projected to end with $205.7 in revenues, a 3.4 percent decline from FY 2024-25. Moreover, the unassigned fund balance at the end of FY 2025-26 is projected at $12.9 million, or 62.1 percent lower than the previous year. FY 2026-27 revenues are projected at $204.8 million, or 0.4 percent lower, and the ending unassigned fund balance for FY 2026-27 is projected at zero, although the 15 percent General Fund reserve remains fully funded at $31.3 million.



The City's weaker revenue outlook for FY 2026-27 is caused by several factors, many of which are outside of the City's direct control:

- The State of California's failure to provide San Mateo County jurisdictions, including Redwood City, with Property Tax in Lieu of Vehicle License Fee (VLF) backfill monies.
- Weakness in sales tax performance. The City's sales tax collections have declined annually from the FY 2022-23 peak, with projected FY 2026-27 sales tax revenues falling 8.6 percent below FY 2022-23.
- Business license tax performing slightly below forecast.
- The loss of certain grants.
- Reductions in some long-standing General Fund revenues, which are now attributed to other funds.

Based on these trends, the FY 2026-27 Recommended Budget, which allocates $226.0 million in General Fund operating expenditures and transfers-out and $40.5 million in Capital Fund investments, does not have the capacity to support the same level of new investments as the FY 2025-26 budget.

Despite these revenue constraints, the FY 2026-27 Recommended Budget **focuses on the fundamentals**, making investments to **enhance quality of life, promote public safety, maintain critical infrastructure,** and **modernize service delivery**.

Enhancing Quality of Life:

The FY 2026-27 budget directs resources to enhance quality of life for people who live, work, and play in Redwood City, including:

- A pilot N**eighborhood Response Team (NRT)** a coordinated interdepartmental initiative focused on improving neighborhood conditions and addressing quality of life concerns throughout the city. The team will respond to issues such as reports of illegal dumping, assisting with homeless encampment clean-up, nuisance conditions, and code violations, while strengthening coordination across City departments. The NRT will augment the City's efforts to implement the **Hopeful Horizons Ordinance,** which was adopted by the City Council in 2025 to address encampments on public property.
- **Pedestrian mall improvements** and **beautification** to enhance the downtown experience, support economic vitality, and create more welcoming public spaces.
- **Upgraded restroom facilities** at the downtown library to improve accessibility, functionality, cleanliness and safety, while supporting more sustainable operations.
- **Traffic calming and traffic safety** improvements to support safer streets for pedestrians, bicyclists, and drivers throughout the city.

Promoting Public Safety and Operational Readiness:

Public Safety remains a top priority in the FY 2026-27 budget, with investments focused on strengthening emergency response, enhancing community safety, reducing risk, and protecting systems and infrastructure that support City operations and service delivery.

Key investments include:

- Restoration of funding for two previously unfunded **police officer positions**.
- Additional funding to support **training and professional development within the Redwood City Fire Department**.
- Funding for Parks, Recreation and Community Services to support **fire mitigation** efforts in City parks and open space to help reduce wildfire risk.
- Continued investment in **cybersecurity and technology initiatives** to strengthen protection of critical City systems, safeguard sensitive information, and support reliable City operations and service delivery.

Maintaining Critical Infrastructure:

As discussed with the City Council on April 27, 2026 at the Capital Improvement Plan (CIP) Study Session, the FY 2026-27 budget recommends $40.5 million in capital investments in the City's facilities, parking, parks, sewer, stormwater, transportation, and water infrastructure. However, the City's capital needs, including stormwater; pavement management; and sea level rise protections to name a few extend, well beyond the resources available. Recognizing this reality, the FY 2026-27 budget adds funding to augment money allocated in FY 2025-26 for a **facilities assessment study** to comprehensively identify the City's capital maintenance and investment needs. In addition, the CIP also dedicates funding to support a **Citywide stormwater master plan**. In addition, money is allocated to retain a municipal advisor to assist the City in structuring long-term funding strategy options to meet the City's capital needs.

Modernizing Service Delivery:

The FY 2026-27 Recommended Budget reflects the City's continued focus on modernizing operations, improving efficiency, and enhancing service delivery. The budget includes a range of modernization and efficiency initiatives intended to improve customer service, operational efficiency, transparency, digital service delivery, and internal coordination across City departments. These initiatives focus on customer-first service improvements, digital modernization and automation, and process streamlining efforts designed to reduce administrative burden and improve organizational effectiveness.

The highest priority of these efforts is **improving the functionality and long-term effectiveness of the City's financial and human resources enterprise resource planning (ERP) systems**. The Recommended Budget allocates $500,000 in support of this mission-critical, multi-year interdepartmental effort that will result in greater transparency, operational efficiency, reporting capabilities, and financial and human resources management functions.

At a more operational level, the Recommended Budget also reflects ongoing efforts to align the City's budgeting practices with industry best practices and improve transparency and financial accountability, including budgeting all contract positions in the Contractual Labor account. Previously, some contract positions were co-mingled with regular positions, distorting the number of authorized positions reflected in the budget.

In addition, the Recommended Budget centralizes the budgets for the City's water and electric utility costs to allow for better tracking, alignment, and cost management across departments, and incorporates updates to the City's internal service charge methodologies to strengthen cost recovery across City funds.

Navigating a Challenging Economic Landscape and Financial Headwinds

Beyond the weakness in the specific revenues cited above, the FY 2026-27 Recommended Budget was developed in a climate of economic uncertainty. Economic uncertainty has become the new "normal" since the turn of the century, with one seemingly unprecedented event, followed by yet another unprecedented event. In this decade alone, City budgets have been prepared under the cloud of the COVID-19 pandemic and the related societal changes, including the increased prevalence of working from home and a decline in brick and mortar retail as consumers gravitated to online purchases, and turmoil in the post-World War II international order as a result of significant changes in the U.S. tariffs policy. Lest the FY 2026-27 budget be spared, the U.S. attack on Iran and the closure of the Strait of Hormuz represents the latest economic shock. While the U.S. economy has shown remarkable resilience throughout, cracks are showing. Locally in the Silicon Valley, high technology and biotechnology have announced layoffs recently and the cost of living continues to be a challenge for many Bay Area residents.

This challenging landscape could mean that the City's budget situation could deteriorate beyond what is currently forecasted, meaning that staff will continue to closely monitor the City's financial position and recommend adjustments if conditions warrant. Unlike previous years when the City had a substantial one-time unassigned fund balance, the City, as described above, no longer has the cushion meaning that **any further deterioration of revenues or increase to expenditures would require the City to consider budget reductions or tapping into one-time reserves**.

The Economic Overview and Ten-Year General Fund Forecast sections of the budget document are important companions to the Transmittal Letter. They can be found in the Recommended Budget immediately following this letter and present an overview of the economic outlook as of spring 2026 and the ten-year forecast for the City's budget, including a summary of revenue and expenditure categories with a discussion of employee pension obligations.

In addition to economic uncertainty, there is policy uncertainty that could also create additional pressures on the FY 2026-27 Recommended Budget. A few examples include:

- **Assembly Bill 1383 (AB 1383) – Amendments to the Public Employees' Pension Reform Act (PEPRA):** The California State Legislature is considering amendments to PEPRA that would enhance retirement benefits for PEPRA members by lowering the retirement age for public safety workers from age 57 to age 55, allow the creation of a new 3% at age 55 benefit formula, allow employers and labor unions to negotiate away the employee cost-sharing requirements that PEPRA established as a non-negotiable baseline, and increase the pensionable compensation cap upward to align with the new federal limit. While passage of AB 1383 would benefit Redwood City employees individually, the costs to Redwood City for these benefits would increase substantially. If enacted, the provisions of AB 1383 would apply to work completed on or after January 1, 2027.

- **Senate Bill 1319 (SB 1319) – Private Equity Sunshine Bill:** The California State Legislature is also considering SB 1319, which would require the public pension systems to disclose detailed, company-level information related to alternative investments, including private equity and real estate holdings. California Public Employees' Retirement System (CalPERS)

has expressed concerns that the bill could place public pension systems at a competitive disadvantage by limiting access to top-performing private market investment opportunities, potentially reducing investment returns and resulting in pressure to lower the system's discount rate. Because the discount rate is used to calculate employer and employee contribution levels, a reduction could significantly increase pension costs for public agencies and employees. CalPERS estimates the bill could reduce its funded status by approximately 5% and increase annual contributions statewide by between $6.1 billion and $6.8 billion, while also creating additional administrative burdens and legal risks for CalPERS associated with retroactive disclosure requirements.

- **Rent Control Ballot Measure:** As of this writing, a citizen-led petition to enact a rent control ordinance in Redwood City has collected enough signatures and the City Council will be deciding to adopt, without alteration, the proposed ordinance or place the ordinance on the November 2026 General Election ballot (per Elections Code 9215). The proposed ordinance contemplates funding the rent control program through fees assessed on landlords; however, the City may incur initial start-up, administrative, and operational costs.

- **Labor Costs:** The FY 2026-27 Recommended Budget includes provisions for all currently negotiated and anticipated labor agreements. However, if labor costs arise beyond these assumptions, it would put additional pressure on the City's expenditures. As has been the case in recent years, the cost of health care benefits continues to rise at a greater rate than inflation. If this trend continues, benefit costs will place greater pressure on expenditure costs in the outyears.

Looking beyond FY 2026-27, the City's long-term General Fund outlook is concerning. As described in the Ten-Year Forecast section, the City's General Fund is forecasted to experience annual deficits ranging between $22 million and $29 million starting in FY 2027-28. Because the City no longer has the one-time unassigned fund balances it has had in the past, the City would need to consider budget reductions, revenue increases, and/or use of one-time reserves if the City's financial outlook does not improve.

Following the state's decision to shortchange San Mateo County cities out of the previously mentioned VLF backfill dollars in 2025 and not provide any backfill dollars in 2026, San Mateo County, along with all San Mateo County cities, have undertaken coordinated legislative and legal efforts to restore this critical revenue. If successful, Redwood City could receive approximately $5 million annually in additional General Fund revenue. While this is not enough to close the forecasted outyear deficits, it would partially mitigate these shortfalls, reinforcing the importance of this revenue source to Redwood City's long-term fiscal sustainability.

In the next fiscal year, staff will begin evaluating applying the Communication User Tax (CUT) on streaming services per the City's Municipal Code. Staff is also exploring the feasibility of new revenue strategies to address the City's General Fund financial challenges, recovering fire medical response fees from insurance providers, and/or alternative options for parking enforcement to name a few. The City also anticipates broader policy discussions regarding its long-term compensation philosophy and framework, including considerations related to market competitiveness, , organizational sustainability, and internal equity.

Strategic Priorities

Redwood City continues to advance the City Council's long-standing strategic priorities of housing, transportation, and children and youth, while maintaining a strong focus on delivering high-quality core services and addressing the City's long-term needs. The FY 2026-27 Recommended Budget continues funding for initiatives that expand housing opportunities, improve mobility and infrastructure, support youth and families, and enhance access to services and community resources throughout Redwood City.

Equity

The City continues to prioritize equitable access to services, programs, facilities, and community resources through investments intended to strengthen neighborhood quality of life and community well-being. Across departments, efforts remain focused on reducing barriers to participation through multilingual communication, digital service enhancements, community partnerships, and customer-focused service delivery improvements.

The Recommended Budget supports a range of initiatives intended to strengthen community engagement and improve how residents interact with City services and programs. These efforts include implementation of the Economic Mobility Action Plan, expansion of literacy and language learning programs through Project READ, community-based services and workshops at Fair Oaks Community Center, recreation and youth programming, outreach and engagement efforts, and ongoing investments in public facilities, parks, and neighborhood spaces.

Equity considerations continue to be incorporated into policy development, infrastructure planning, community engagement, and service delivery efforts as the City works to ensure public investments remain inclusive and responsive to community needs.

Affordable Housing and Homelessness

Housing affordability, homelessness response, and neighborhood stability remain among Redwood City's highest priorities. The City continues to advance a comprehensive approach focused on expanding housing opportunities, preserving existing affordable housing, supporting vulnerable residents, and strengthening partnerships that connect individuals and families with services and long-term housing stability.

The City continues implementation of the Anti-Displacement Strategy through adoption of the Tenant Protection Ordinance in 2025, and completion of the first Housing Preservation Program project. The City also provides tenant-landlord counseling and home repair assistance programs intended to support housing stability for current residents. In May 2026, the City Council committed nearly $13 million for new affordable housing projects, representing one of the City's most significant recent investments in affordable housing.

The City also continues to evaluate future opportunities to support affordable housing development, including feasibility planning efforts related to the development of 1580 Maple Street; exploration of the Downtown Library Parking Lot B as a potential affordable housing site; and ongoing updates to affordable housing policies, impact fees, and housing implementation tools intended to support long-term housing production goals.

Redwood City also continues to prioritize coordinated homelessness response efforts in partnership with San Mateo County, nonprofit organizations, and community service providers. Homelessness initiatives are coordinated through the City Manager's Office to improve cross-departmental coordination and service delivery. The City continues to implement programs focused on outreach, encampment resolution, shelter navigation, and pathways to permanent housing while balancing public space accessibility, neighborhood concerns, and community safety. In addition, the City continues implementation of the Hopeful Horizons Ordinance adopted in 2025 related to encampments on public property and is advancing a pilot Neighborhood Response Team (NRT) intended to support neighborhood quality of life, encampment response coordination, illegal dumping mitigation, and related operational needs.

Redwood City also continues to coordinate with regional and state partners regarding additional housing and homelessness funding opportunities, including implementation of State Encampment Resolution Funding intended to support transitions from encampments into stable housing and supportive services.

Through these efforts, Redwood City remains focused on balanced, practical, and compassionate strategies that support housing stability, improve neighborhood conditions, enhance public space accessibility, and strengthen pathways to long-term housing outcomes.

Transportation

Maintaining and improving transportation infrastructure remains a significant priority and ongoing challenge for Redwood City. The FY 2026-27 Recommended Budget continues investments intended to improve traffic safety, neighborhood connectivity, accessibility, and long-term infrastructure sustainability throughout the community.

Over the next year, the City will continue implementation of Vision Zero and Complete Streets initiatives through traffic calming improvements, bicycle and pedestrian safety enhancements, school-area safety projects, pavement rehabilitation efforts, and accessibility upgrades. Planned and ongoing work includes continued advancement of the Vera Avenue Bicycle Boulevard Project, Broadway Complete Streets improvements, Roosevelt Avenue traffic calming improvements, and additional multimodal transportation and neighborhood connectivity projects throughout the community.

The City will also continue advancing major regional transportation initiatives, including the Highway 84/101 Interchange Reimagined project in partnership with Caltrans and regional agencies. In addition, the City will continue pursuing external grant funding opportunities to help leverage local resources and support priority transportation and infrastructure projects.

Transportation technology improvements also remain a focus, including traffic signal modernization, advanced bicycle and pedestrian detection technology, Americans with Disabilities Act accessibility improvements, and transportation infrastructure enhancements intended to improve safety, operational efficiency, and multimodal mobility throughout the community.

At the same time, Redwood City continues to face significant infrastructure funding challenges associated with aging transportation systems, rising construction costs, and long-term maintenance needs. Redwood City's Pavement Condition Index (PCI), a standardized measure of roadway condition, has declined from 75 to 68 over the past five years and remains below the City's target PCI of 70. The City's 2025 Pavement Technical Assistance Program Report estimates that approximately $7 million annually would be needed over the next five years to achieve and maintain the City's target pavement condition goals.

While this level of ongoing investment is not currently incorporated into the Five-Year Capital Improvement Program, the Recommended Budget continues to prioritize available funding toward roadway rehabilitation, neighborhood connectivity, and transportation safety improvements while the City continues evaluating long-term funding strategies and pursuing external funding opportunities.

Children and Youth

Supporting children, youth, and families remain a longstanding City Council priority and continues to be reflected through investments in recreation programs, libraries, literacy initiatives, youth services, and community facilities throughout Redwood City.

The FY 2026-27 Recommended Budget continues support for programs and services that promote youth development, educational enrichment, literacy, recreation access, health and wellness, and community connection for children and families.

Key initiatives and ongoing efforts include expansion of youth recreation opportunities, including continued growth of girls athletics programming and youth sports activities; after-school and summer enrichment programming; teen and tween engagement opportunities through library and recreation programs; and expanded literacy and language learning services through Project READ and other community-based educational programs. The budget also supports continued implementation of library service priorities focused on belonging, growth, and wellness, along with expanded community engagement opportunities at neighborhood libraries and community centers.

The City also continues investment in parks, libraries, recreation facilities, community centers, and safe public spaces that support learning, recreation, social connection, and personal development. Current and planned initiatives include completion of the Hoover Park Renovation Project, continued activation of the Veterans Memorial Building/Senior Center, expansion of recreation programming access at community facilities, and ongoing support for youth- and family-focused events, workshops, and wellness programming.

Through these investments, Redwood City continues to support a community where children, youth, and families have access to resources and opportunities that foster learning, wellness, recreation, and long-term success.

Economic Development

As operating costs outpace revenue growth, the City will continue to focus on a comprehensive economic development strategy to further position Redwood City as a key economic driver within the region. Achieving this will require a multi-faceted approach that includes identifying strategies to help move already approved development projects forward, while also evaluating land use policies and development standards that encourage additional high-quality investment and economic activity. By proactively aligning economic development efforts with long-term fiscal sustainability goals, the City can strengthen its revenue base, support job creation, and continue providing high-quality services to the community.

In addition, as we head into uncertain times, I ask that we carefully evaluate any new policies or regulations that could make it more difficult for property owners and businesses to invest in and improve their properties. As we continue modernizing the way we work, we should also look for opportunities to modernize our local regulations in a practical and balanced manner.

Closing

The development of the FY 2026-27 Recommended Budget reflects both the challenges and opportunities facing Redwood City today. Amid economic uncertainty and evolving community needs, this budget affirms our commitment to delivering high quality services, advancing equity, and investing in a resilient future. I am deeply grateful to Finance Director Beth Goldberg and our entire Budget Team for their dedication and expertise in preparing this year's budget with City. Team members include:

Beth Goldberg, Finance Director
Molly Gonzalez, Financial Services Manager
Mario Xuereb, Principal Analyst, Budget/Purchasing
Jennifer Goodson, Management Fellow
Giovanna Erkanant, Management Analyst II
Michelle Poché Flaherty, Assistant City Manager
Derek Wolfgram, Assistant City Manager
Jennifer Yamaguma, Deputy City Manager
Deanna La Croix, Management Analyst II

Redwood City remains steadfast in its commitment to prudent fiscal stewardship, inclusive engagement and long-term planning. With your continued leadership and support of our community, we are as well-positioned as any city – if not better – to navigate today's challenges and shape a vibrant, equitable and thriving future for all who call Redwood City home.

Sincerely,

Patrick Heisinger
City Manager

ECONOMIC OVERVIEW

Global Outlook

While the global economy began 2025 with a level of resiliency not seen since the COVID-19 pandemic, that quickly changed by the spring when the U.S. initiated tariffs/trade war with virtually all its trading partners, creating unprecedented uncertainty in global trade markets, wreaking havoc on the post-World War II global economic order, and resulting in continued upward pressure on inflation. Although the tariffs tempered somewhat by the end of 2025, consumer prices remained high. These trends were exacerbated in early 2026 when the United States attacked Iran, causing major disruptions in the global energy markets.

With this as the backdrop, the International Monetary Fund (IMF) projected in April 2026 a slowdown in global Real Gross Domestic Product (GDP) for 2026, with global GDP dropping from 3.4 percent in 2025 to 3.1 percent in 2026. The IMF highlights several factors that could dampen this outlook even further, including a broader and longer conflict in the Middle East, additional strain on the post-World War II global economic order and security alliances, and the impact of artificial intelligence on the workforce.

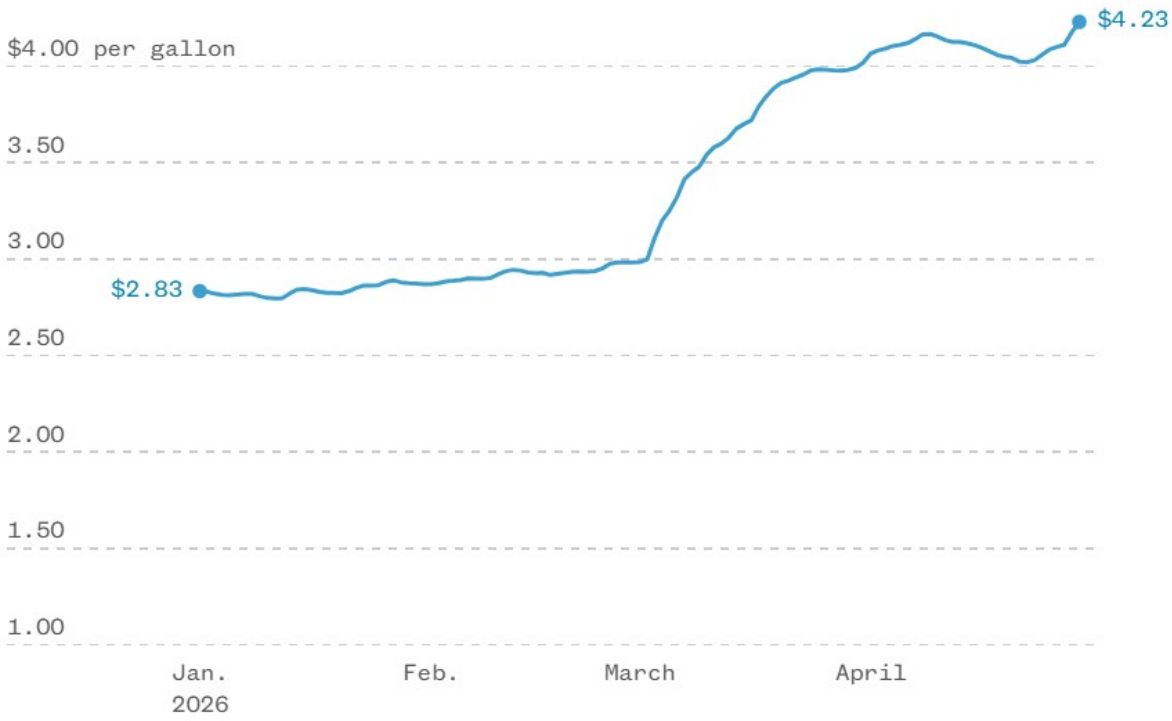
Source: International Monetary Fund, World Economic Outlook, April 2026

National Outlook

While the Middle East conflict and the repercussions on the global energy market are inflicting significant economic pain on many counties across the globe – particularly in Europe and in Asia, the U.S. economy is somewhat more insulated in that the U.S. produces more oil and gasoline than it consumes, meaning that it relies less on oil coming out of the Hormuz Strait than many other countries. That said, the United States economy is feeling the strain. By the end of April 2026, nationwide average gas prices reached a four-year high of $4.23 per gallon (and even higher in California), up $1.40 per gallon since the beginning of 2026.

ECONOMIC OVERVIEW

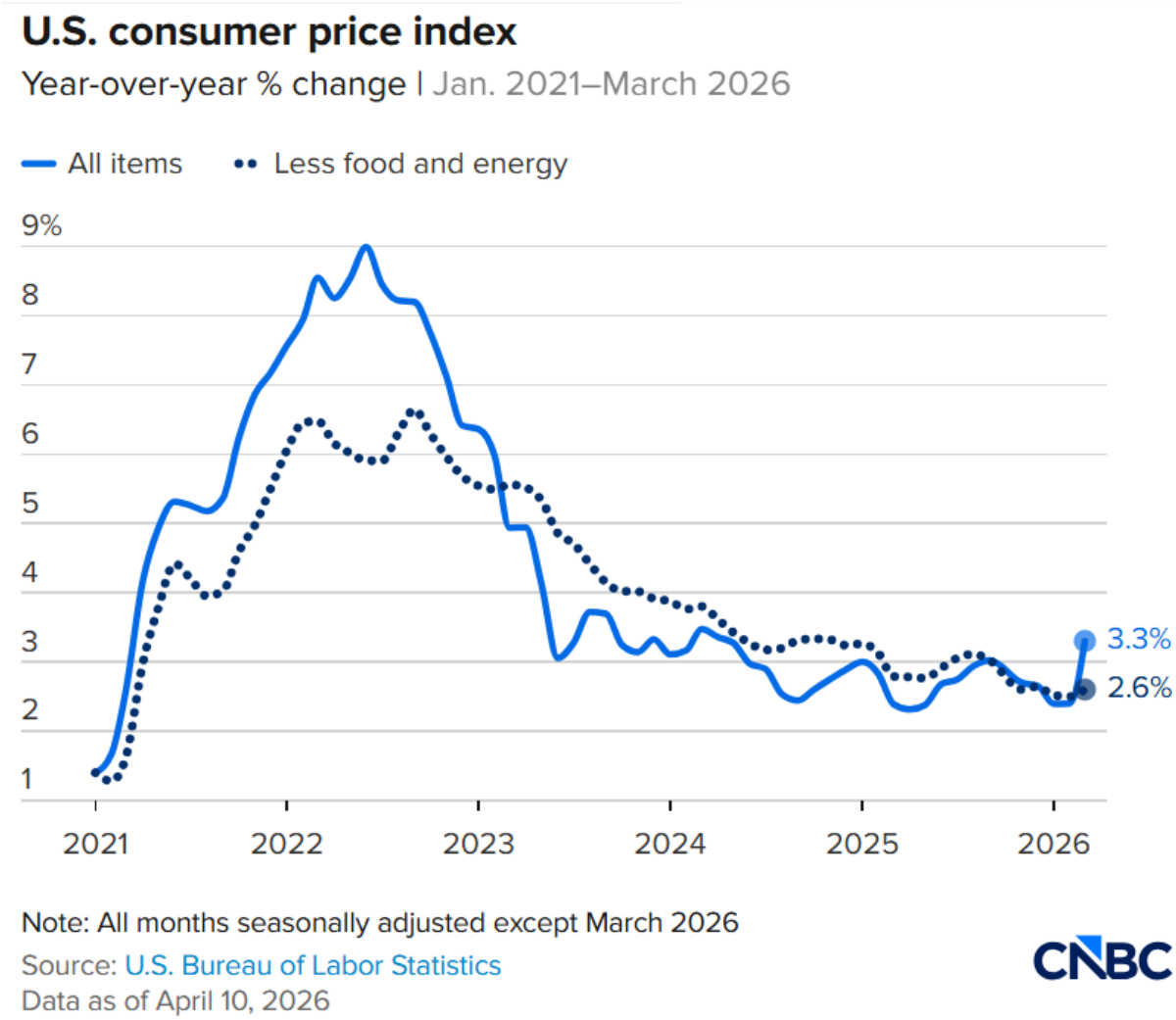
United States Gasoline Prices



Source: NBC News/AAA

The spike in gasoline prices is causing an uptick in inflation, with the Consumer Price Index (CPI) increasing to 3.3 percent in March 2026, up from 2.4 percent in February. This is the highest CPI rate since April 2024.

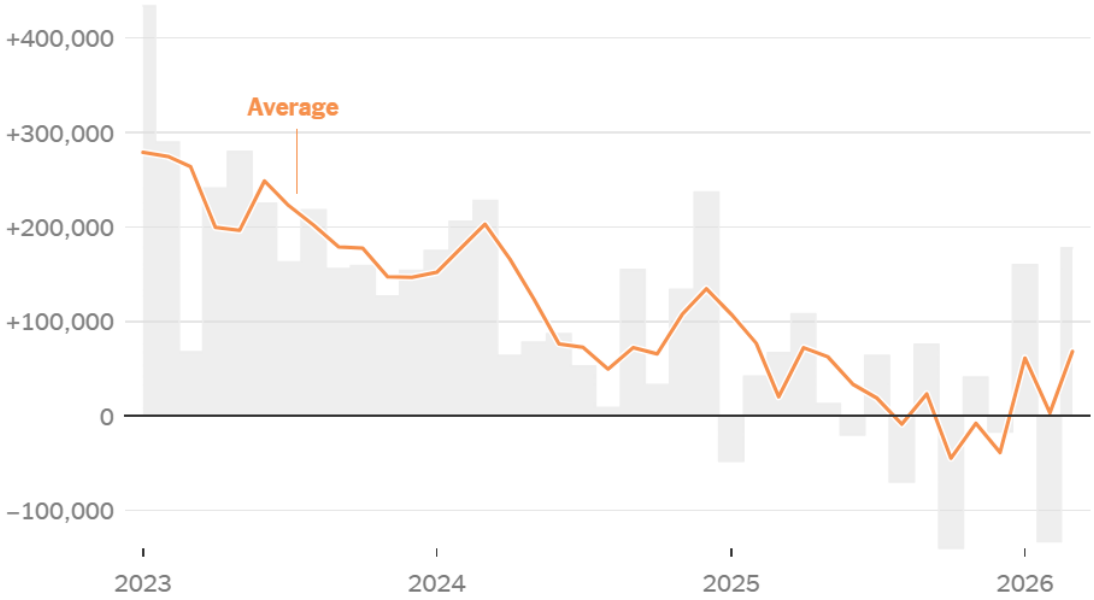
ECONOMIC OVERVIEW



The national labor market held steady in the initial months of 2026, adding 178,000 jobs in March. The unemployment rate continued to hover at 4.3%, essentially the same rate as a year ago. But economists expect the labor market to weaken if the conflict in the Middle East drags on. In the meantime, some economists are describing the moderating state of the labor market as a "low-hire, low-fire" environment.

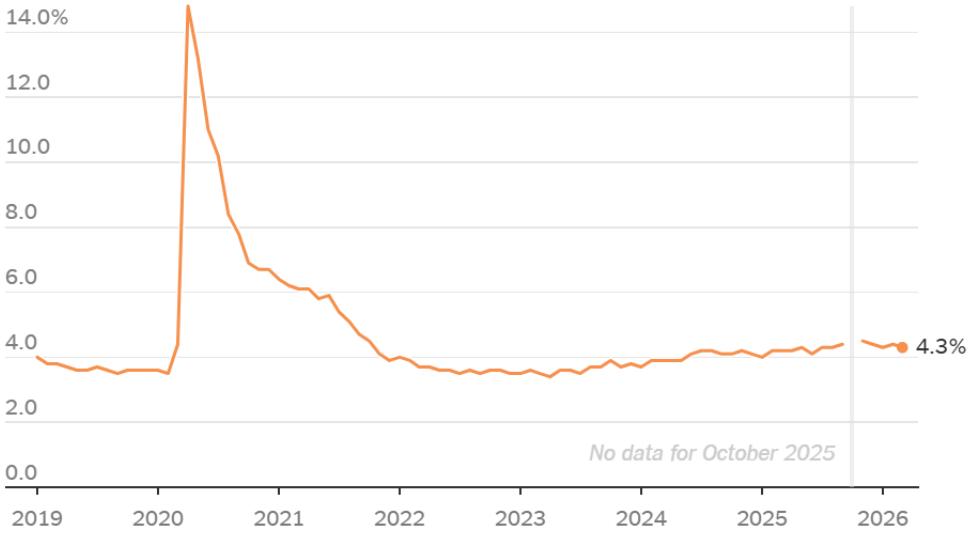
ECONOMIC OVERVIEW

Monthly change in jobs



Note: Data is seasonally adjusted. The average is calculated as a three-month moving average. Source: Bureau of Labor Statistics. By The New York Times

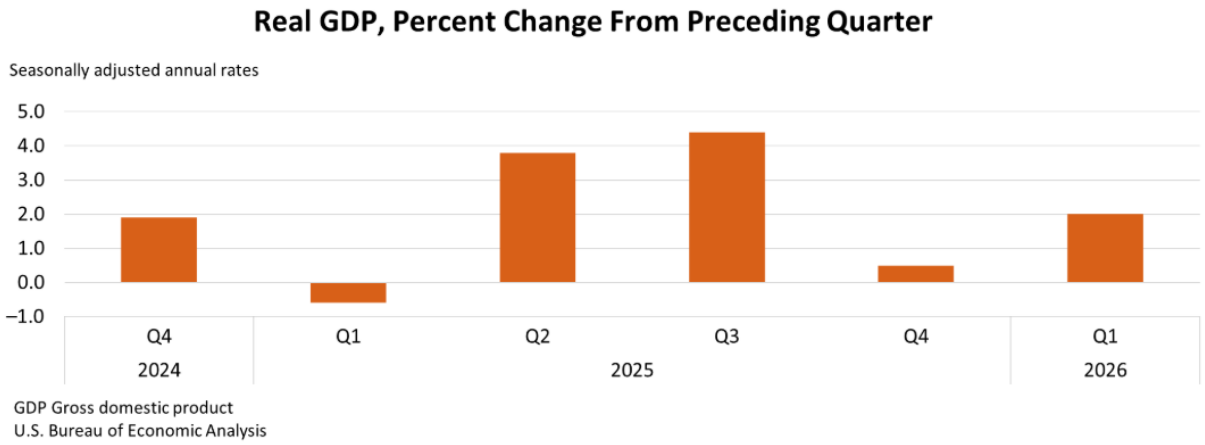
Unemployment rate



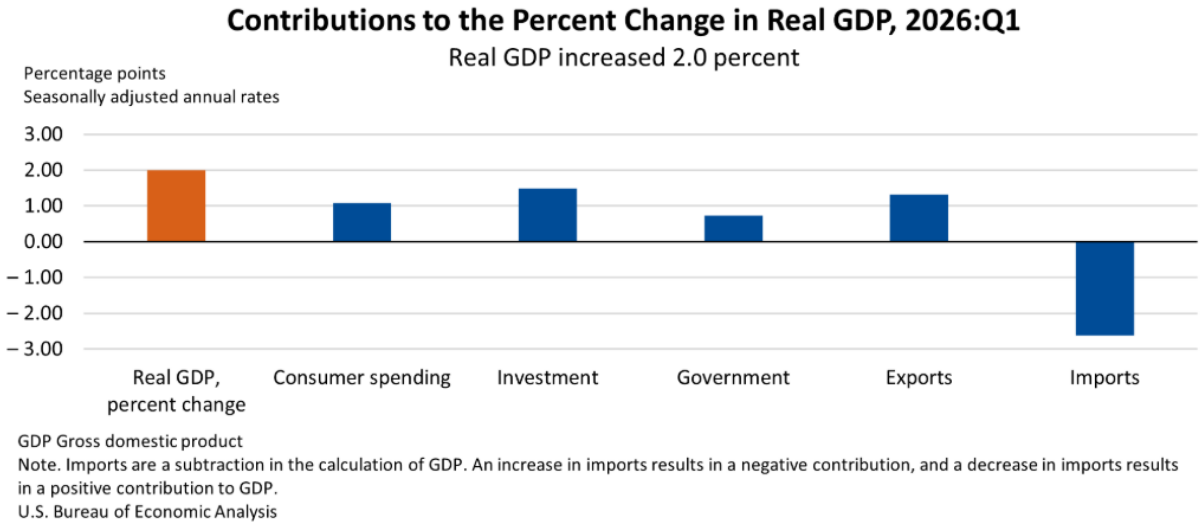
Note: Data is seasonally adjusted. The Bureau of Labor Statistics did not release an unemployment figure for October 2025. Source: Bureau of Labor Statistics. By The New York Times

ECONOMIC OVERVIEW

Like the labor market, GDP has shown some resiliency in early 2026, with first quarter of 2026 GDP up 2 percent, up from the tepid 0.5 percent in the fourth quarter of 2025.



Consumer spending, AI-driven business investment, exports, and the resumption of government outlays following the federal government shutdown in the fourth quarter of 2025 contributed to the first quarter of 2026 GDP gains. Meanwhile, imports continue to be a drag on GDP.

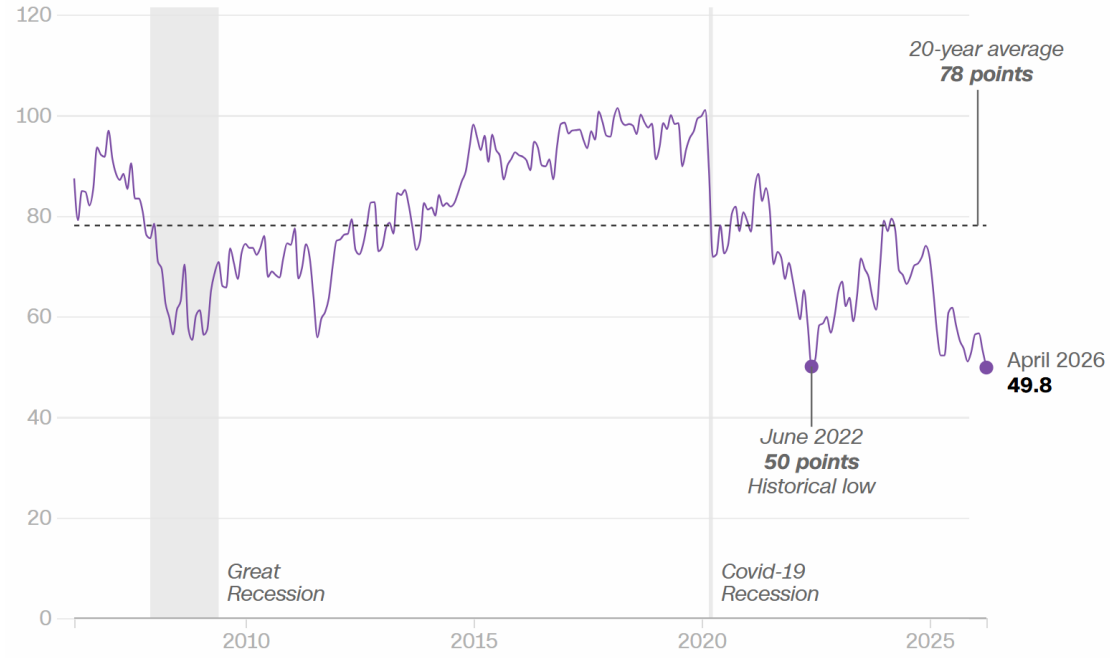


The U.S. economy is fueled by consumer spending, meaning that consumer sentiment about the health of the economy and their willingness to spend is an important indicator. An April 2026 University of Michigan survey showed that consumer sentiment dropped to its lowest point on record dating back to 1952.

ECONOMIC OVERVIEW

Tracking US consumer sentiment

The Index of Consumer Sentiment in the US was down in April by about 7% from March. It was below the 20-year average. The index is derived from surveys that ask Americans about their current financial situation and their expectations for the future. A higher index value suggests that consumers are confident, while a lower value indicates caution or pessimism.



Data current through April as of May 1, 2026 at 11:36 a.m. ET.

Source: University of Michigan Survey of Consumers
Graphic: Matt Stiles, CNN

A May 7, 2026 *Bloomberg* article entitled "Consumers are 'running out of money' and cutting back CEO's warn," signals that trouble may be on the horizon, noting:

> *Since the pandemic, Americans have continued to spend at surprising levels, despite high inflation, keeping the U.S. economy growing and thwarting recession fears. But rising fuel costs might be too much to overcome.*

Looking to Fiscal Year (FY) 2026-27, the state of the economy remains uncertain, as it has been in recent years. If the conflict with Iran, the closure of the Strait of Hormuz and elevated energy prices persist, the U.S. economy could deteriorate in the months to come, requiring staff to closely monitor the City's financial position.

ECONOMIC OVERVIEW

State Outlook

California has long boasted an economy comparable to that of the most successful nations, and once again in 2025 outperformed all other states in the nation. California's nominal GDP grew 5 percent relative to 2024 to $4.25 trillion. This represents 13.8 percent of the entire U.S. economy.

Despite these impressive results, California slipped one notch to the world's fifth-largest economy. In 2024, California edged out Japan for the fourth spot.

	2025 Nominal GDP (in trillions)	% Change from 2024
United States	$30.6	4.5%
China	$19.4	3.5%
Germany	$5.0	7.0%
Japan	$4.28	6.5%
California	$4.25	5.0%
India	$4.13	5.5%
United Kingdom	$3.96	8.6%

Source: International Monetary Fund

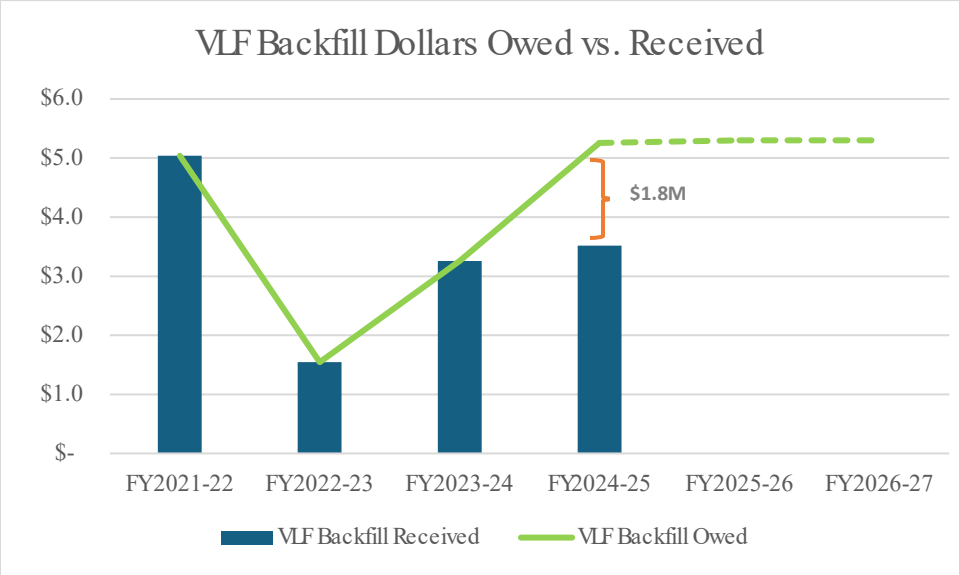
In January, Governor Gavin Newsom proposed his FY 2026-27 budget, which totaled $348.9 billion, including $248.3 in the State General Fund. The proposed budget addressed a projected $2.9 billion shortfall. However, in April, the California Legislative Analyst's Office (LAO) announced that it identified $2 billion miscalculation in the Governor's Proposed Budget, shrinking the projected shortfall to $900 million.

One of the greatest challenges in budgeting for California cities is predicting key sources of State funding, some of which have become extremely volatile in recent years. In particular, the amount of Vehicle License Fee (VLF) backfill dollars the City receives is the subject of significant uncertainty, both in terms of the amount and whether the State will provide the funding. Forecasting VLF backfill became even more unpredictable in mid-2025, when the State decided to provide Redwood City and other San Mateo County jurisdictions only two-thirds of the VLF backfill dollars they were owed. Instead of Redwood City receiving the $5.3 million the State owed in August 2025 (and accrued to FY 2024-25), Redwood City only received $3.5 million.

The VLF backfill situation became bleaker by early 2026 when it became clear that the State intended to not provide any VLF backfill dollars to Redwood City and other San Mateo County jurisdictions, meaning

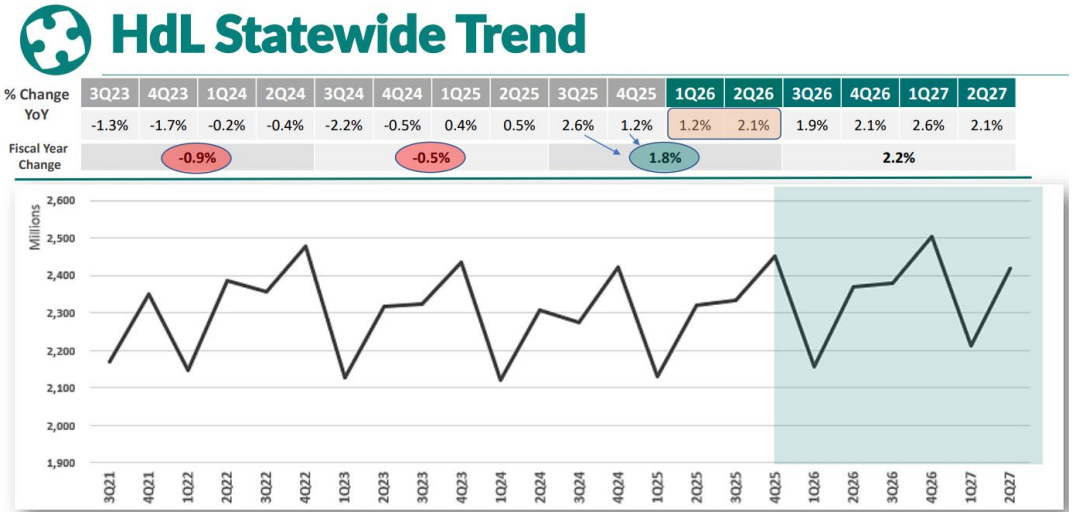
ECONOMIC OVERVIEW

that the City would lose out on an estimated $5.3 million in each FY 2025-26 and FY 2026-27. While Redwood City has joined a San Mateo County lawsuit against the State to re-coup the VLF backfill monies it is owed for FY 2024-25 and is joining the County in its advocacy efforts for FY 2025-26 and FY 2026-27 VLF backfill funding, Redwood City's budget assumes no VLF backfill monies in FY 2025-26 and FY 2026-27.



California Sales Tax

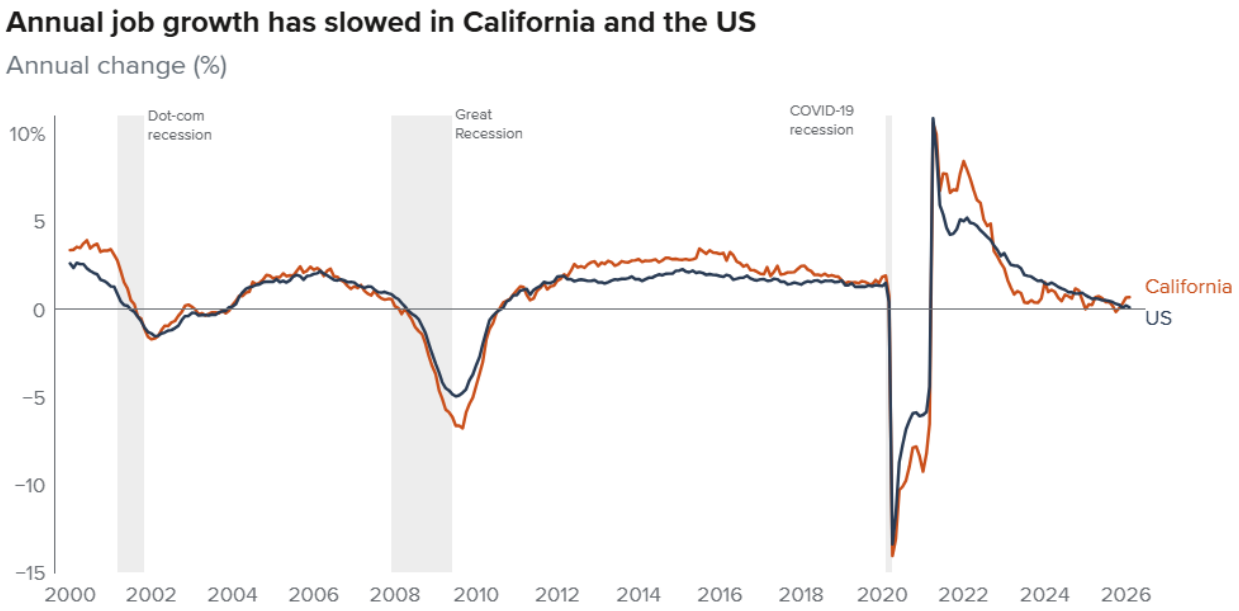
Despite the on-going uncertainty related to the unrest in the Middle East, HdL Companies' Q4 2025 California Consensus Forecast is predicting modest growth in near-term sales tax performance, with a statewide growth rate of 1.8 percent for FY 2025-26 and a 2.2 percent growth rate for FY 2026-27.



ECONOMIC OVERVIEW

California Jobs

While California is adding jobs in select sectors, the rate of growth has slowed in the years since the COVID-19 pandemic, following similar trends seen in the broader U.S. labor market.



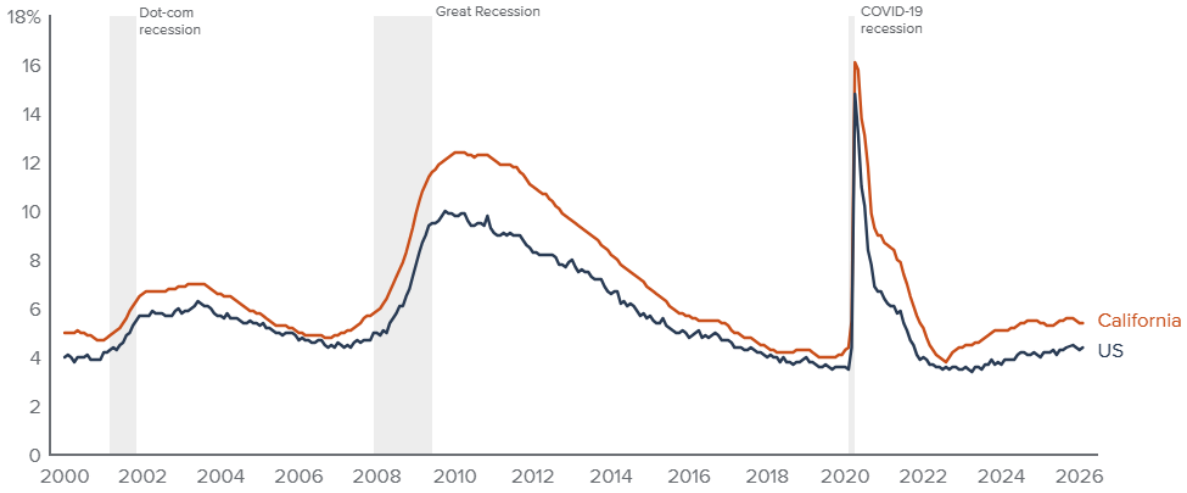
Graphic Source: Public Policy Institute of California.

Although California's unemployment rate is typically higher than that of the United States, the State's labor market is showing modest strength despite a rash of layoffs in the technology sector. California added 28,000 jobs in March 2026, dropping the statewide unemployment rate to 5.3 percent. The statewide unemployment rate has slowly declined since November 2025, when the rate was 5.6 percent.

ECONOMIC OVERVIEW

Unemployment in California is higher than the national rate but follows a similar pattern

Unemployment rate since 2000



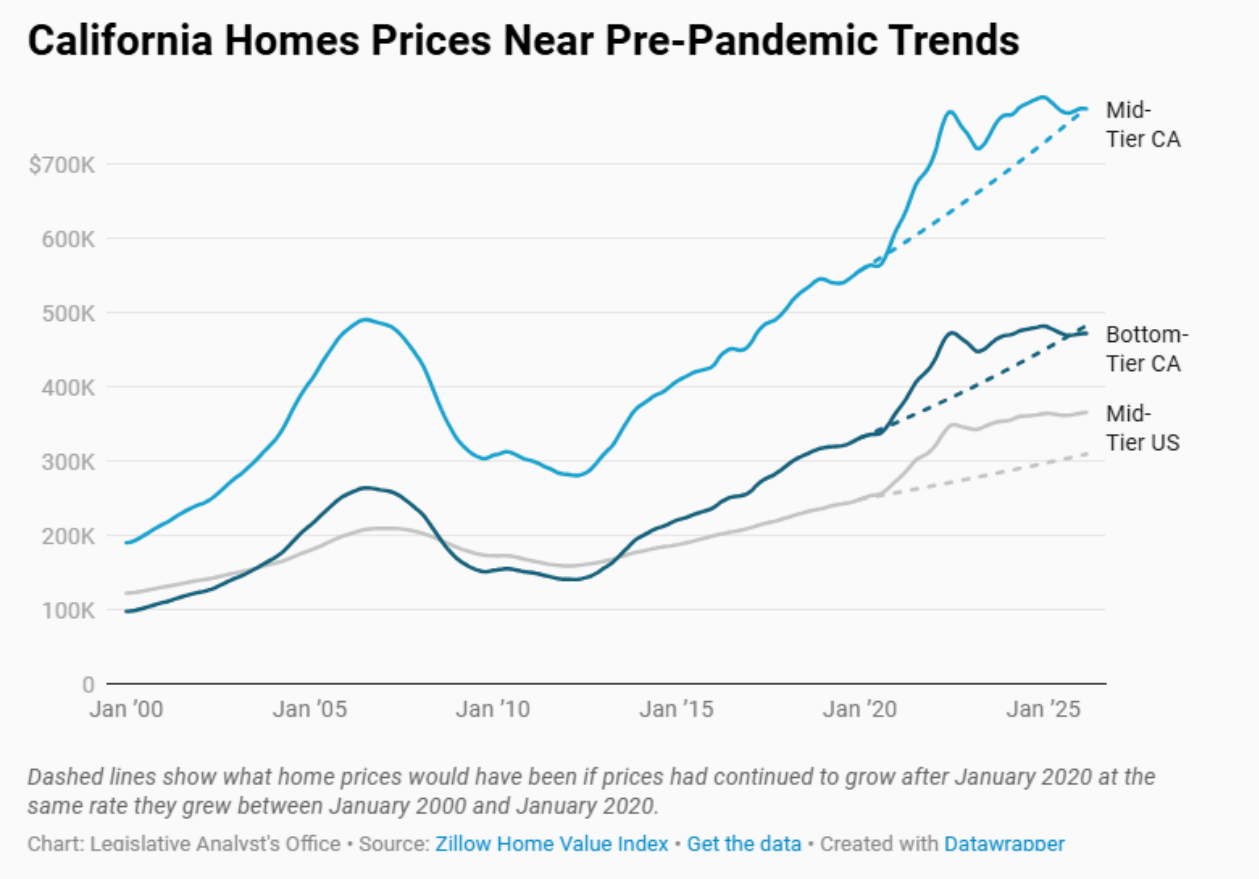
SOURCE: US Bureau of Labor Statistics (BLS) Current Population Survey (CPS) (2000-2026).
NOTES: Shaded gray areas denote periods of economic recession as defined by the National Bureau of Economic Research (NBER). Data is seasonally adjusted. October 2025 unemployment data is missing due to a lapse in federal appropriations.
Download image • Embed • Get the data

Graphic Source: Public Policy Institute of California

California Housing

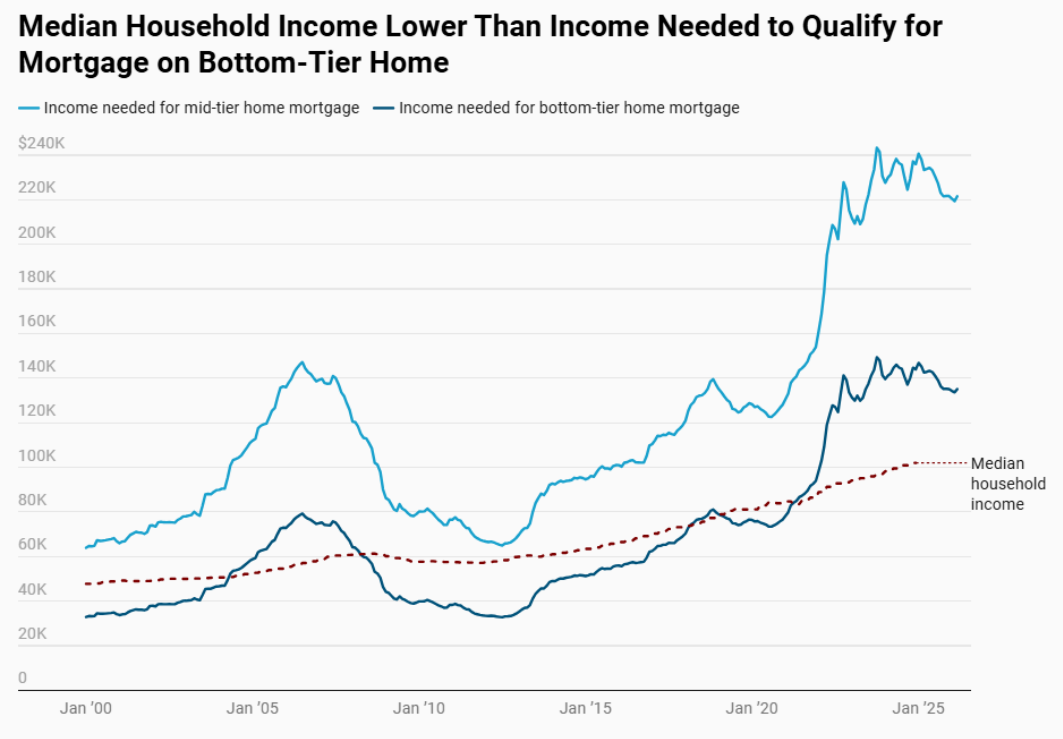
The cost of housing in California continues to be a barrier for many potential homeowners, driven in large part by the lack of sufficient housing supply to meet demand, high mortgage rates, and household income that does not keep pace with mortgage costs. According to the California Legislative Analyst's Office (LAO), the median price for a mid-tier home in California is roughly $775,000 – more than twice as expensive as a mid-tier home in the United States. Meanwhile, bottom-tier homes in California are 30 percent more expensive than a mid-tier home in the United States.

ECONOMIC OVERVIEW



Exacerbating the challenge, median household income in California is well below the cost of a mortgage on mid-tier and bottom-tier homes. As home prices have increased since the COVID-19 pandemic, home ownership is increasingly out of reach for many Californians. According to the LAO, only 46 percent of California households would qualify for a bottom-tier home mortgage based in income in 2026, down from 57 percent in 2019.

ECONOMIC OVERVIEW



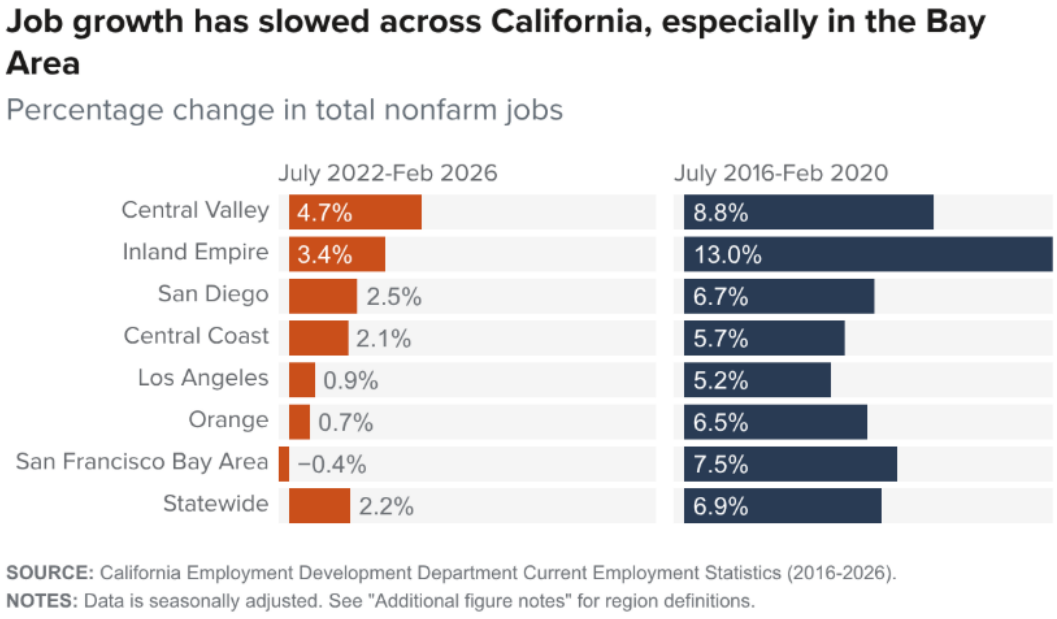
Source: California Legislative Analyst's Office

Regional Outlook and Redwood City's Local Economy

Local Jobs Market

Job growth in the Bay Area has been sluggish in the years following the COVID-19 pandemic as the technology sector contracts. According to the Public Policy Institute of California (PPIC), the San Francisco Bay Area has seen a 0.4 percent decrease in jobs between July 2022 and February 2026, while jobs have increased by 2.2 percent statewide during the same period. In fact, the Bay Area is the only region in California to experience a net-loss of jobs during this period.

ECONOMIC OVERVIEW



Graphic Source: Public Policy Institute of California

That said, unemployment in the Bay Area is lower than the statewide rate, with San Mateo County having the lowest unemployment rate (3.8 percent) of all Bay Area counties.

Bay Area Unemployment Rates
January 2026 (Preliminary)
Not Seasonally Adjusted

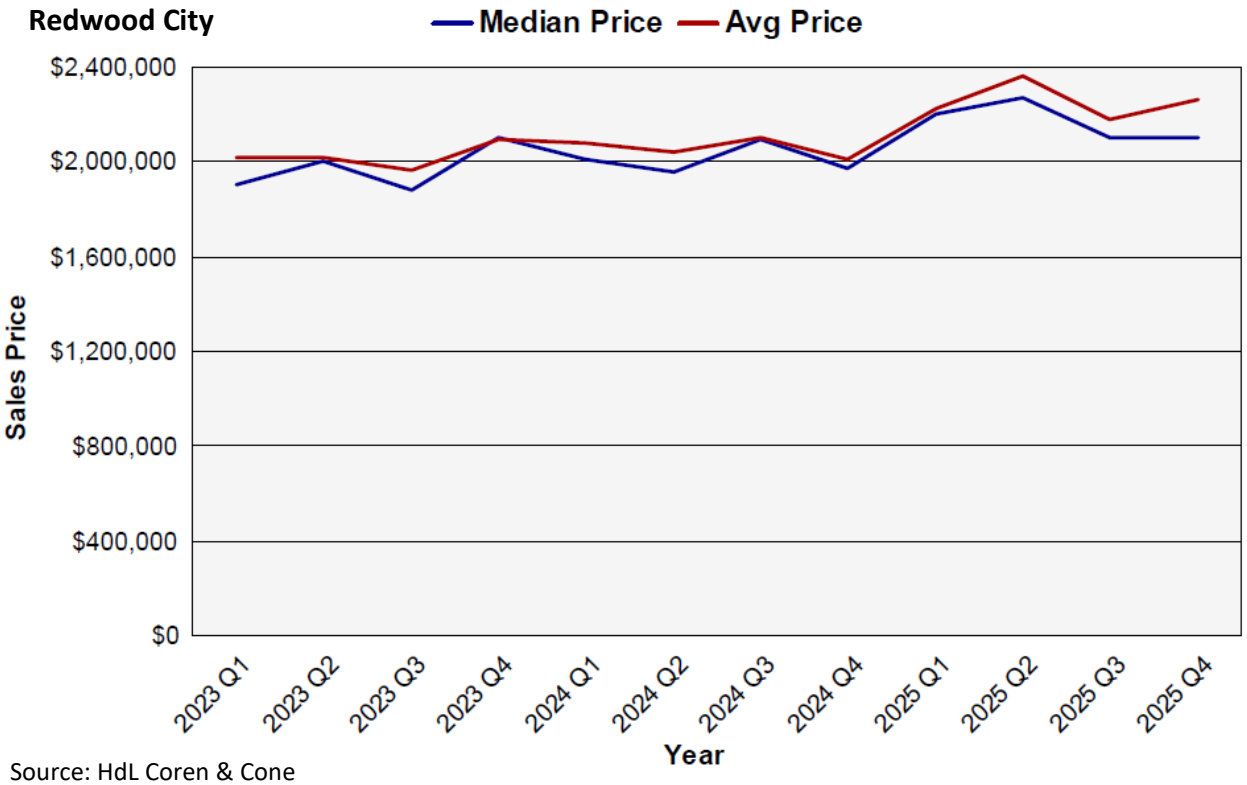
County	Unemployment Rate
Alameda	4.6%
Contra Costa	4.8%
Marin	4.2%
Napa	4.9%
San Francisco	4.1%
San Mateo	3.8%
Santa Clara	4.2%
Solano	5.5%
Sonoma	4.6%
California State	5.5%

Source: California Employment Development Department

ECONOMIC OVERVIEW

Local Real Estate

In terms of housing costs, San Mateo County remains one of the most expensive counties in one of the most expensive states in the country. According to HdL Coren & Cone, the median sale price of a home in San Mateo County was $1.8 million in the final quarter of 2025, while the median sale price of a home in Redwood City was $2.1 million, up 6.3 percent from the final quarter of 2024. This equity challenge for the community translates into some fiscal benefit to the City as property taxes contribute about 40 percent of the City's General Fund revenues.

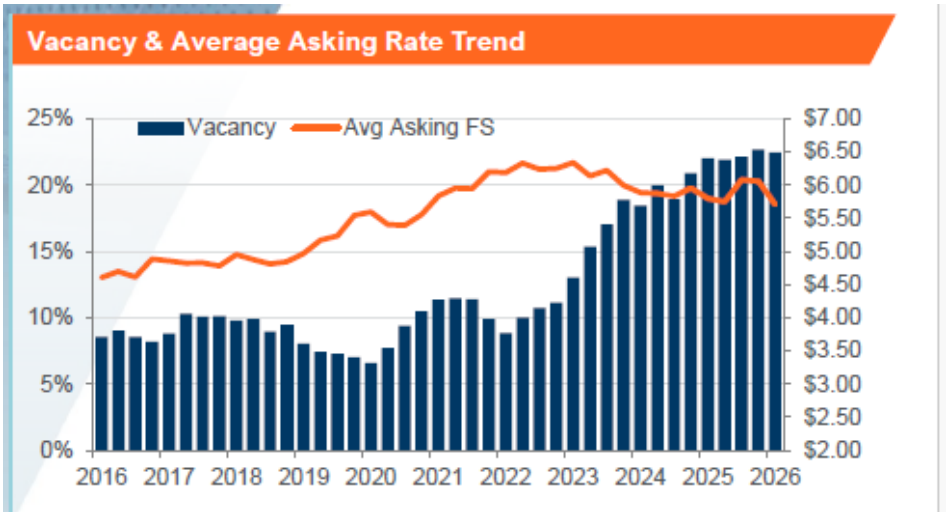


Source: HdL Coren & Cone

However, the impact of the pandemic and remote work habits on the region's commercial real estate market remains a concern for the local economy generally, and for City property tax revenues. While still elevated, recent data suggests a slightly improving commercial real estate market with Cushman & Wakefield's first quarter 2026 Peninsula Office Market Report showing that downtown Redwood City's office vacancy rate is 37.5 percent, down from 38 percent in fourth quarter of 2025 and 39 percent from the third quarter of 2025. Looking beyond downtown, Redwood Shores office vacancy rate in the first quarter of 2026 was 23.6 percent.

ECONOMIC OVERVIEW

The chart below depicts data for the Peninsula downtown office market overall, with the bottom table showing Redwood City's downtown vacancy rates among the worst on the Peninsula.



Market Summary | Q1 2026

Submarket	Building Base SF	Total Avail SF	Vacancy	Avg. Asking (FS)
Downtown Burlingame	573,820	227,284	39.6%	$7.93
Downtown San Mateo	974,765	177,892	18.2%	$7.98
Downtown Redwood City	2,952,475	1,105,866	37.5%	$8.50
Downtown Menlo Park	1,099,132	186,456	17.0%	$11.01
San Mateo County	**5,600,192**	**1,697,508**	**30.3%**	**$8.93**
Downtown Palo Alto	3,134,044	298,434	9.5%	$9.73
Downtown Mountain View	1,734,419	461,072	26.6%	$8.45
Downtown Sunnyvale	1,926,005	1,109,569	57.6%	$6.99
Santa Clara County	**6,794,468**	**1,869,075**	**27.5%**	**$7.79**
Total	**12,394,660**	**3,566,583**	**28.8%**	**$8.20**

Source: Cushman Wakefield Peninsula Office Market – First Quarter 2026

TEN-YEAR GENERAL FUND FORECAST

INTRODUCTION

The Ten-Year General Fund Forecast addresses more than half of the City's budget, including operating revenues and expenditures for City Attorney; City Council; City Manager; Community Development; Engineering and Transportation; Finance; Fire; Human Resources; Information Technology; Library; Parks, Recreation and Community Services; Police; and Public Works Services. The General Fund is also the fund that is most affected by changing economic conditions.

FORECAST SUMMARY

Redwood City's General Fund ended Fiscal Year (FY) 2024-25 on solid financial footing, with revenues increasing by 3.2 percent from the prior fiscal year to $209.1 million. The General Fund ended FY 2024-25 with a healthy $34.0 million unassigned balance. However, total spending exceeded revenues, including transfers by $4.5 million, reflecting the City's intent to deploy a portion of its one-time balances in FY 2024-25 to address community needs, including investments in capital infrastructure.

Unfortunately, preliminary forecasts for FY 2025-26 suggest that the City is seeing some revenue weakness that is projected to linger into FY 2026-27. Revenues in FY 2025-26 are projected to end the year at $205.7 million, or 1.6 percent lower than FY 2024-25. The forecast projects another modest decline in General Fund revenues in FY 2026-27, with revenues decreasing to $204.8 million, or 1.5 percent lower than FY 2025-26. Revenues are projects to increase starting in FY 2027-28, but at $208.6 million, would still fall slightly below the $209.1 million collected in FY 2024-25.

Several factors are contributing to the revenue weakness, including:

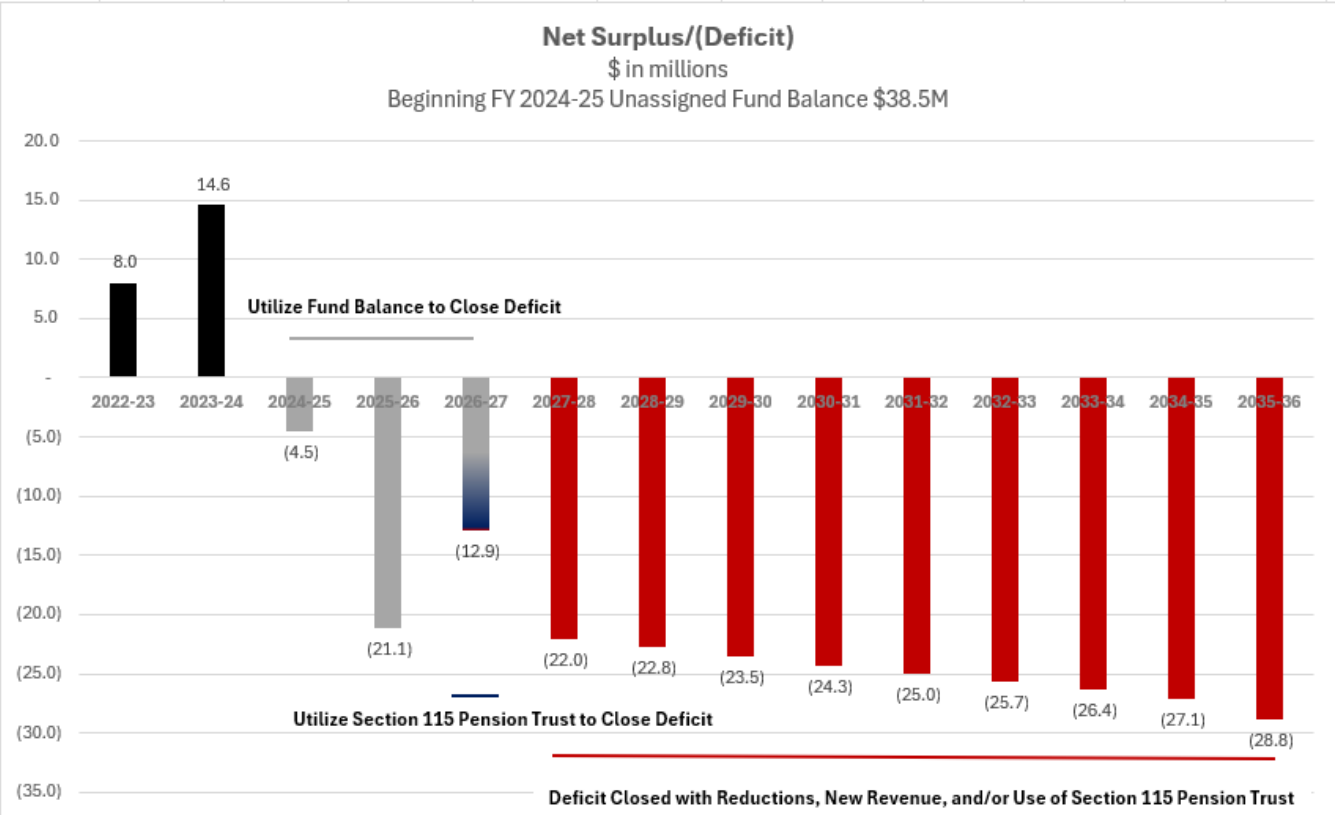
- The State of California's failure to provide San Mateo County jurisdictions, including Redwood City, with the Property Tax in Lieu of Vehicle License Fee (VLF) backfill monies.
- Weakness in sales tax performance. The City's sales tax collections have declined annually from the FY 2022-23 peak, with projected FY 2026-27 sales tax revenues falling 8.6 percent below FY 2022-23.
- Business license tax performing slightly below forecast.
- The loss of certain grants.
- Reductions in some long-standing General Fund revenues which are now attributed to other funds.

Property tax continues to perform well, with FY 2026-27 revenues projected at $88.0 million, up from $81.9 million in FY 2024-25 and a projected $86 million in FY 2025-26. The basis for the change in these and other revenues is explained in greater detail in the pages that follow.

The FY 2026-27 budget anticipates a $12.9 million deficit that the City will close by drawing down unassigned one-time fund balance and a modest $4.2 million draw down of the Section 115 Pension Trust, a fund established by the City Council to offset future pension costs. The budget fully funds the 15 percent General Fund reserve established by the City Council, which is projected to end FY 2026-27 with $31.3 million.

TEN-YEAR GENERAL FUND FORECAST

Looking beyond FY 2026-27, the Ten-Year General Fund forecast projects annual deficits, defined as anticipated needs exceeding anticipated resources ranging between $22 and $29 million beginning in FY 2027-28 through FY 2035-36. To close these shortfalls, the City will need to identify budget reductions, new revenues, and/or make additional withdrawals from the Section 115 Pension Trust.



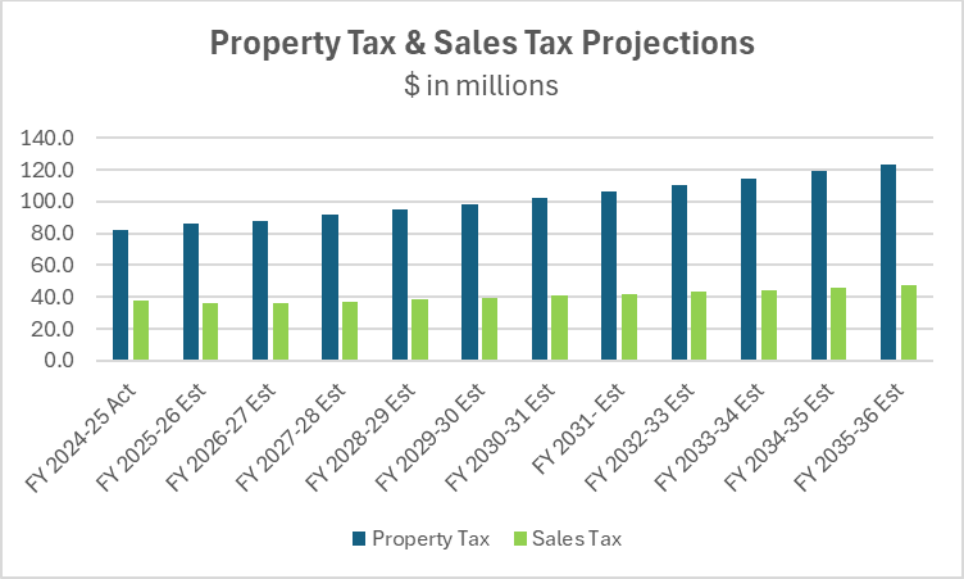
TEN-YEAR GENERAL FUND FORECAST

General Fund Reserve

On April 5, 1999, the City Council established a General Fund Reserve policy, where the unappropriated fund balance of the General Fund shall be maintained at a level between 15 and 20 percent of estimated General Fund revenues in any given fiscal year. Starting with the FY 2017-18 Adopted Budget, the City Council approved a General Fund reserve balance of 15 percent of estimated General Fund Revenues. The General Fund Reserve is fully funded and projected to end FY 2026-27 with $31.3 million.

Forecast Assumptions

The Forecast is based on assumptions compiled from a variety of sources and summarized in the Economic Overview. A majority of Redwood City's General Fund revenues come from property tax (roughly 43 percent of revenues) and sales tax (roughly 18 percent of revenues). A more detailed discussion of these and other revenue sources follows.

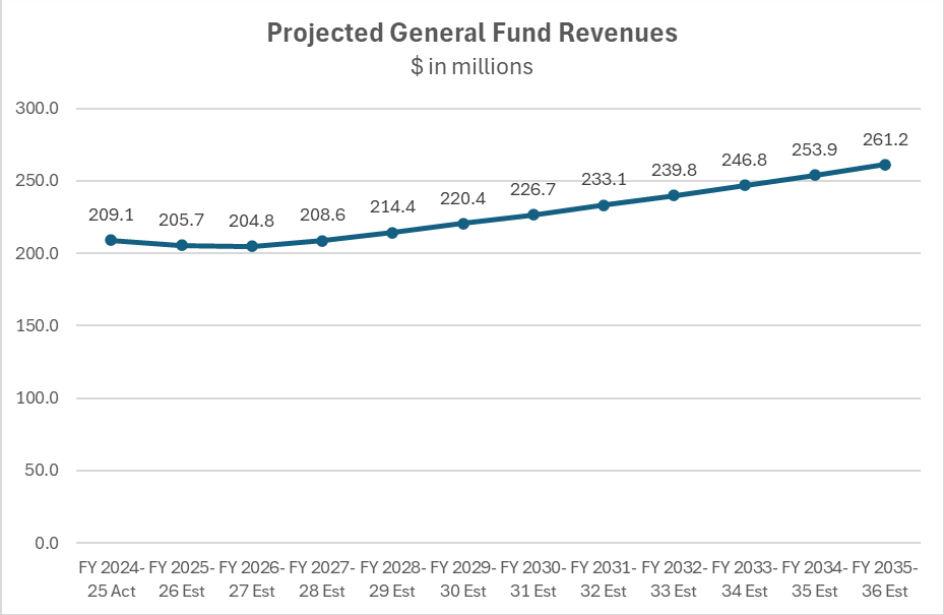


Revenues

As indicated in the chart below, General Fund revenues are expected to decline slightly year-over-year in FY 2025-26 and FY 2026-27, before starting to modestly increase again starting in FY 2027-28. The decline in General Fund revenues is caused by a number of factors, including weakening sales tax performance, the loss of property tax in lieu of vehicle license

TEN-YEAR GENERAL FUND FORECAST

fees (VLF) backfill dollars from the state, business license tax performing slightly below forecast, the loss of certain grants, and the reduction in some long-standing revenues which are now attributed to other funds. The annual rate of revenue growth over the forecast period ranges from 1.9 percent to 2.9 percent. By way of reference, the March 2026 Consumer Price Index (CPI) for the United States, a common measure of inflation, was at 3.3 percent, meaning that if inflation remains at these levels, the rate of revenue growth over the forecast period will not keep up with the current rate of inflation.



The following section contains detailed information on the City's main revenue sources, including historical data on the actual revenue received, as well as projected revenue over the forecast period.

Property Tax

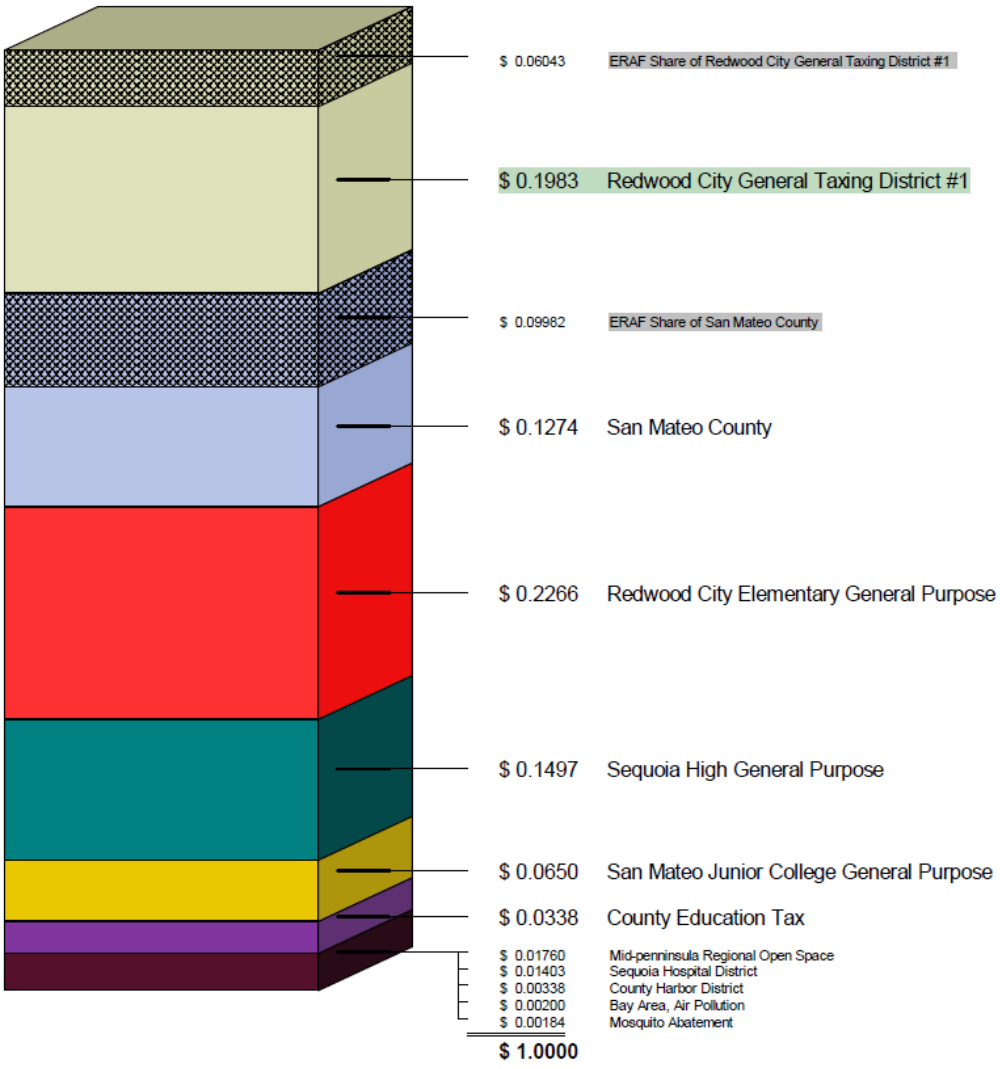
In 1978, Proposition 13 was approved by the voters in California, which amended the State Constitution and limited the property tax to 1 percent of the market value of property as of July 1, 1975. The value was allowed to increase with inflation but not more than 2 percent a year. Properties resold after July 1, 1975 are assessed at the price paid by the buyer. New construction is assessed at the cost of construction (if self-occupied), or market sale value if sold. The tax is collected by the County Tax Collector and apportioned to the various agencies including cities, school districts, college districts, hospital districts, etc., on a formula basis adopted by the State legislature.

As shown in the diagram below, Redwood City receives approximately $0.26 of each dollar paid in property tax in Redwood City (the total of the top two bars in the chart below).

TEN-YEAR GENERAL FUND FORECAST

HdL Coren & Cone

THE CITY OF REDWOOD CITY
PROPERTY TAX DOLLAR BREAKDOWN



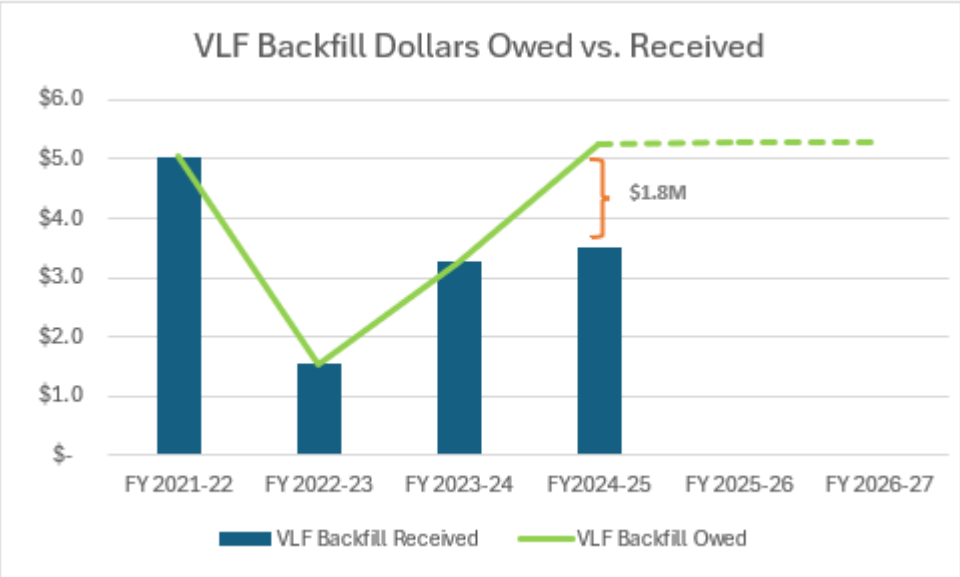
TEN-YEAR GENERAL FUND FORECAST

Property Tax Backfills from State to the City - Educational Revenue Augmentation Fund (ERAF) and Property Tax in-Lieu of Vehicle License Fees (VLF)

Included in the property tax revenue category is revenue from the Educational Revenue Augmentation Fund (ERAF) and property tax in-lieu of vehicle license fees (VLF), including VLF backfill dollars. These are State pass-through revenues that have performed erratically in recent years as they are susceptible to changes in school funding data, the availability of state funding to backfill any shortfalls, and potential for a change in the State methodology for allocating revenues to local governments.

In particular, the amount of VLF backfill dollars the City receives is the subject of growing uncertainty, both in terms of the amount and whether the State will provide the funding. In mid-2025, the State decided to only provide Redwood City and other San Mateo County jurisdictions two-thirds of the VLF backfill dollars they were owed. Instead of receiving the $5.3 million the State owed in August 2025 (and accrued to FY 2024-25), Redwood City only received $3.5 million, or $1.8 million less than it was owed.

The VLF backfill situation took a more dire turn by early 2026 when it became clear that the State intended withhold all VLF backfill dollars to Redwood City and other San Mateo County jurisdictions, meaning that the City would lose out on an estimated $5.3 million in each FY 2025-26 and FY 2026-27. While Redwood City has joined a San Mateo County lawsuit against the State to re-coup the VLF backfill monies it is owed for FY 2024-25 and is joining the County in its advocacy efforts for FY 2025-26 and FY 2026-27 VLF backfill funding, Redwood City's budget assumes no VLF backfill monies in FY 2025-26 and FY 2026-27.



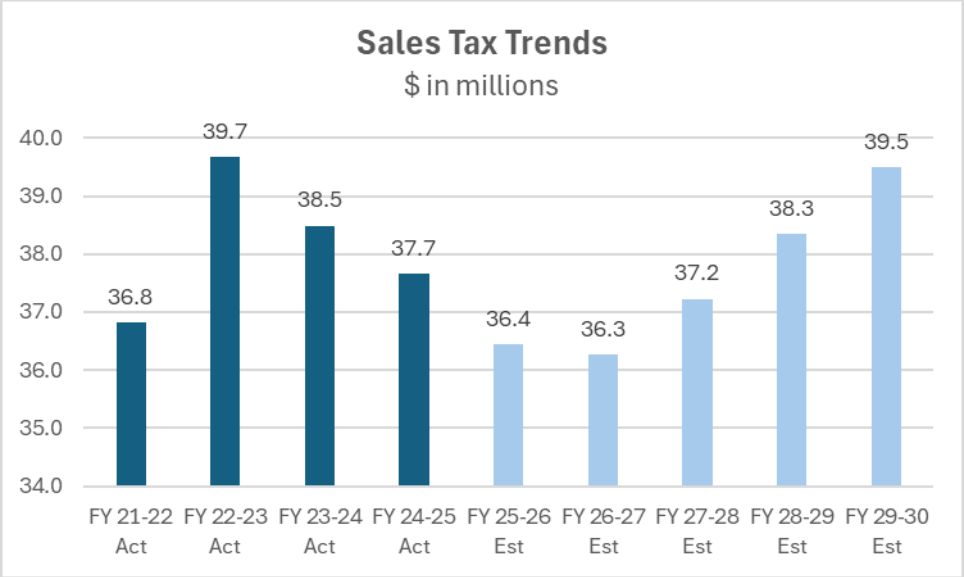
TEN-YEAR GENERAL FUND FORECAST

Sales Tax

As part of the Bradley-Burns Uniform Local Sales and Use Tax, the City receives an additional 1 percent tax on all sales originating within the City limits. This tax is collected by the business, along with the County and State sales tax. The total amount collected is remitted by the retailers to the State Board of Equalization. Following approval of Measure RR in November 2018, the total sales tax rate in Redwood City, (including State, County and City) is 9.875 percent.

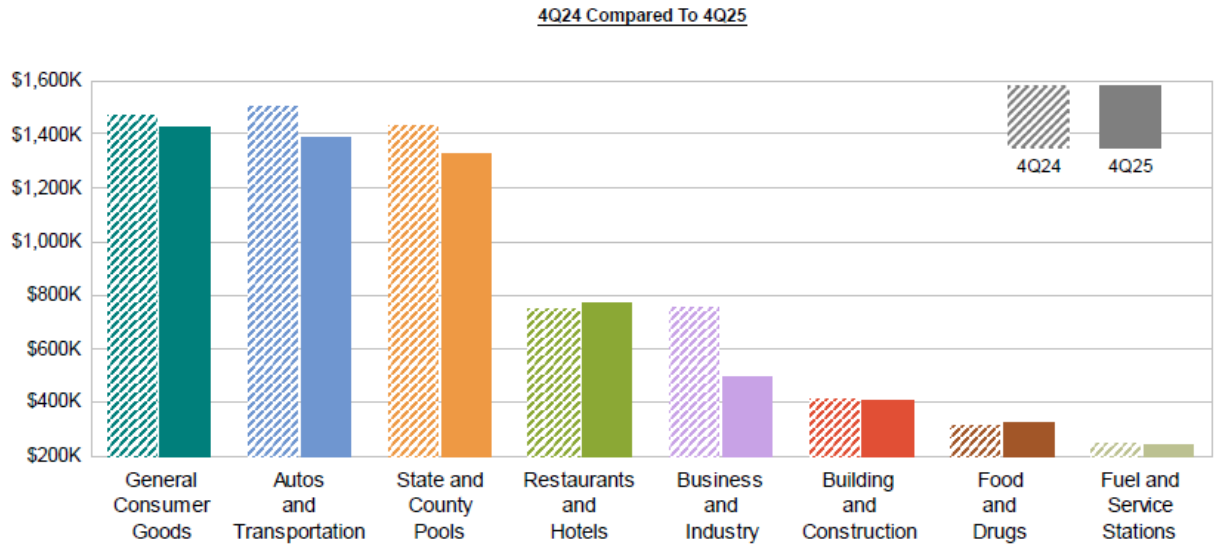
Redwood City receives $0.16 of each dollar paid in sales tax in Redwood City.

Sales tax is the second largest contributor to the City's revenue stream, representing 18 percent of all General Fund revenues. Following a dramatic drop in revenues at the beginning of the COVID-19 pandemic, sales tax experienced a robust recovery that reached its peak at $39.7 million in FY 2022-23. Since then, sales tax revenues have contracted in each year, with the valley projected at $36.3 million in FY 2026-27. This represents an 8.6 percent decline in sales tax revenues from FY 2022-23. In fact, projected sales tax in FY 2026-27 ($36.3 million) is lower than the amount that the City collected in FY 2021-22 ($33.8 million). Sales tax is not projected to approach the FY 2022-23 level until FY 2029-30.



Redwood City saw declines in six out of eight sales tax sectors in the 4th quarter of 2025 relative to the same period the prior year. Only the restaurant and hotels and the food and drugs sectors performed better.

TEN-YEAR GENERAL FUND FORECAST



Utility Users' Tax (UUT)

A UUT of 5 percent was imposed by the City in 1983 to be collected on telecommunications charges, gas and electric charges, and cable TV charges. In November 2007, voters approved a change to the utility tax ordinance which reduced the tax rate on telecommunications and cable TV charges to 4 percent and updated the telecommunications section to more accurately reflect current technology and changes in federal and State laws. Assembly Bill 1717 was approved in September 2014, which provides for UUT to be collected on prepaid phone services.

UUT along with the Communications User Tax (CUT) is a general tax and can be used for any governmental purpose. However, the City Council has designated UUT and CUT as a funding source for capital improvements. As a result, UUT and CUT revenues are transferred out of the General Fund into the Capital Projects Fund.

Forecasted at $11.7 million for FY 2026-27, UUT and CUT has been relatively flat in recent years. The revenues generated from the UUT are not robust enough to fund the full gamut of the City's capital needs (see Capital Improvement Program).

UUT revenue is estimated at $11.7 million in FY 2026-27 and projected to gradually grow to $12.0 million by FY 2035-36.

TEN-YEAR GENERAL FUND FORECAST

Other Taxes & Fees

Other taxes & fees, which represent 8.2 percent of operating revenue in FY 2026-27, up from an estimated 7.3 percent projected for FY 2025-26 thanks to the full implementation of Measure BB – the business license tax (BLT) ballot measure. In addition to BLT, other taxes & fees include franchise fees, property transfer taxes, and transient occupancy tax (TOT). Business license taxes account for 52.8 percent of this category; TOT accounts for 31.5 percent; franchise fees are 11.3 percent; and property transfer taxes are 4.4 percent.

Prior to approval of Measure BB, businesses in the City were levied an annual base tax of $76, plus an amount based on the number of employees, housing units, square footage, and other factors. This 57-year-old structure resulted in smaller businesses having to potentially pay a proportionately higher tax than larger businesses. With Measure BB, which became effective on July 1, 2025, the business license tax structure assigns the tax rate based on business category, with the larger industries and businesses paying a proportionally higher tax. Small retail and commercial businesses will have a per-employee rate, and all childcare providers are exempt from the business license tax. Under Measure BB, the revised tax structure will be phased in over two years, with 50 percent of the rate increase applied in FY 2025-26 and the remaining 50 percent implemented in FY 2026-27. BLT revenue collections got off to a slow start in FY 2025-26 but picked up after the City expanded its enforcement efforts. While below the $7.4 million forecasted in the budget, the City anticipants collecting roughly $6 million in BLT revenues for FY 2025-26. For FY 2026-27, the budget assumes $8.9 million from BLT.

Transient occupancy taxes (TOT) are collected by each motel/hotel/inn operator in the City and are remitted monthly and, at $5.3 million for FY 2026-27, represent an important revenue source for the City's General Fund. The current TOT rate is 12 percent of the rate charged to each guest. During the COVID-19 pandemic, three hotels in Redwood City were converted into transitional housing for unhoused residents of our community. While this change supports one of the City's strategic priorities – affordable housing – it – along with changes in business travel patterns – has also meant that TOT revenues have still not recovered to its pre-pandemic levels, when TOT generated between $6 and $8.6 million annually.

The budget assumes $16.9 million in Other Taxes revenues for FY 2026-27 and $17.2 million for FY 2026-28.

Licenses and Permits

Licenses and Permits are primarily made up of building permits but also include one-time cannabis operating permits. The forecast projects $5.9 million in revenues for FY 2026-27, growing to $7.1 million annually by the end of the ten-year forecast period.

TEN-YEAR GENERAL FUND FORECAST

Charges for Services

Charges for Services are fees the City charges customers for services provided, such as fire service fees charged to customers, as well as contractual payment from the City of San Carlos for fire services provided by Redwood City. Fire services fees and payments account for 45.8 percent of this category and plan check fees are 9.9 percent. The balance of this category consists of planning and cost recovery fees, fire inspection fees, police service fees, after school program fees, accounting/financial services fees, and downtown program fees. Projected revenues in this category range for FY 2026-27 total $25.7 million and growing to $30.7 million by FY 2035-36.

Other Revenues

Revenues in this category are estimated at approximately $5.8 million for FY 2026-27.

EXPENDITURES

Focused on Fundamentals - Modernizing City Services

After expanding investments in important City services, including capital infrastructure and long-standing staffing needs, in FY 2025-26, the FY 2026-27 General Fund revenue situation requires a more tempered approach. The FY 2026-27 budget focuses on efforts to modernize City processes and practices to realize efficiencies and enhance service delivery. A few highlights include:

- Creating a neighborhood resource team (NRT) to address quality of life concerns in Redwood City neighborhoods
- Capital infrastructure planning to inform development of long-term funding strategies
- Improving functionality of the City's financial and human resources enterprise resource planning (ERP) systems

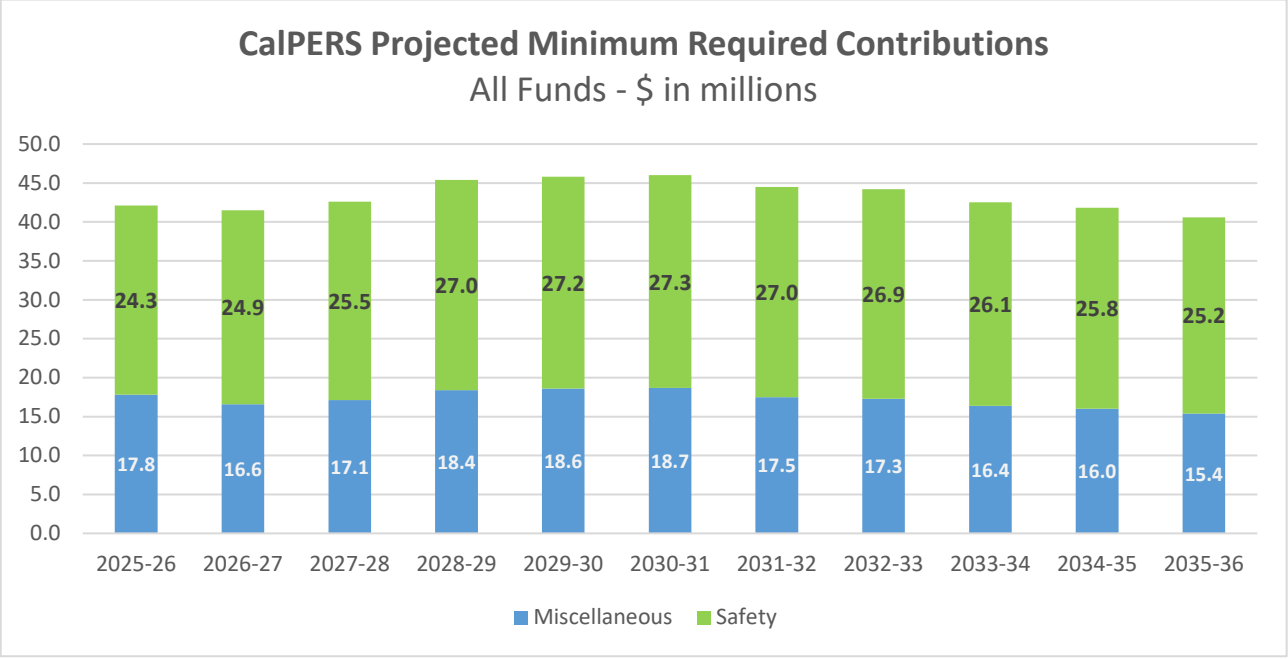
These and other FY 2026-27 investments are described in greater detail in subsequent sections of the budget document.

TEN-YEAR GENERAL FUND FORECAST

Employee Pension Costs

More than 72 percent of the General Fund's expenditures consist of salaries and benefits, which is very typical of California cities. The City has two pension plans with the California Public Employees' Retirement System (CalPERS): one for miscellaneous (non-safety) employees and one for safety employees such as sworn fire and police personnel. The City is required to contribute payments to each of these plans according to CalPERS' calculations.

Staff has used the CalPERS pension outlook tool to estimate future required contributions, as shown below.



$ in thousands	2023-24 ACTUAL FINAL	2024-25 ACTUAL FINAL	2025-26 ADOPTED	2025-26 FORECAST May	2026-27 RECOMMENDED	2027-28 PROJECTED	2028-29 PROJECTED	2029-30 PROJECTED	2030-31 PROJECTED	2031-32 PROJECTED	2032-33 PROJECTED	2033-34 PROJECTED	2034-35 PROJECTED	2035-36 PROJECTED
BEGINNING BALANCE (UNASSIGNED)	**22,209**	**38,450**	**31,824**	**33,995**	**12,865**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**
REVENUES														
Property Taxes	80,404	81,894	82,444	86,000	88,000	91,529	94,992	98,605	102,385	106,330	110,448	114,747	119,120	123,649
VLF Backfill			4,800											
Sales Tax	38,490	37,667	37,724	36,435	36,273	37,226	38,343	39,493	40,678	41,898	43,155	44,450	45,783	47,157
Other Taxes	11,727	12,493	16,206	15,000	16,866	17,203	17,547	17,898	18,256	18,621	18,994	19,374	19,761	20,156
Licenses and Permits	6,319	6,493	5,689	6,200	5,923	6,041	6,162	6,285	6,411	6,539	6,670	6,803	6,939	7,078
Fines and Forfeitures	298	382	422	450	442	442	442	442	442	442	442	442	442	442
Interest Earnings/Rentals	7,254	6,972	7,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Intergovernmental	6,836	7,539	5,126	6,000	3,969	4,048	4,129	4,211	4,296	4,382	4,469	4,559	4,650	4,743
Charges for Services	30,207	28,572	24,418	24,868	25,681	26,195	26,719	27,253	27,798	28,354	28,921	29,499	30,089	30,691
Other Revenues	6,322	11,516	8,367	8,800	5,754	3,697	3,771	3,846	3,923	4,002	4,082	4,164	4,247	4,332
Library	527	397	142	572	487	487	487	487	487	487	487	487	487	487
Recreation Revenues	2,916	3,441	2,563	3,600	3,700	3,774	3,849	3,926	4,005	4,085	4,167	4,250	4,335	4,422
Utility Users Tax	11,307	11,768	12,000	11,734	11,700	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
TOTAL REVENUES	**202,607**	**209,134**	**206,901**	**205,660**	**204,794**	**208,642**	**214,441**	**220,446**	**226,681**	**233,140**	**239,835**	**246,775**	**253,853**	**261,157**
Transfers-In:														
Contribution from Developer	96	-	-	-	-	-	-	-	-	-	-	-	-	-
From Risk Mgmt Fund (one-time 24/25 & 25/26)		2,000	4,800	4,800	-	-	-	-	-	-	-	-	-	-
From Section 115 Trust	-	-	-	-	4,231	-	-	-	-	-	-	-	-	-
From Worker's Comp (one-time 25/26 and 26/27)	-	-	9,408	9,408	4,000	-	-	-	-	-	-	-	-	-
Internal Services Fund Interest	3	-	10	35	15	15	15	15	15	15	15	15	15	15
Miscellaneous		-	-	-	-	-	-	-	-	-	-	-	-	-
General Improvement District 1-64	599	678	512	512	622	634	647	660	673	687	700	714	729	743
TOTAL TRANSFERS IN	**698**	**2,678**	**14,730**	**14,755**	**8,868**	**649**	**662**	**675**	**688**	**702**	**715**	**729**	**744**	**758**
TOTAL RESOURCES	**203,305**	**211,812**	**221,630**	**220,414**	**213,662**	**209,291**	**215,103**	**221,121**	**227,369**	**233,842**	**240,550**	**247,504**	**254,597**	**261,915**
EXPENDITURES														
City Council	367	373	356		323	332	342	352	363	374	385	397	409	421
City Manager	6,897	5,591	7,152		7,883	8,120	8,363	8,614	8,873	9,139	9,413	9,695	9,986	10,286
City Attorney	1,969	2,117	2,709		3,390	3,492	3,596	3,704	3,815	3,930	4,048	4,169	4,294	4,423
City Clerk	851	1,585	-		-	-	-	-	-	-	-	-	-	-
Community Development	-	-	15,177		15,117	15,570	16,038	16,519	17,014	17,525	18,050	18,592	19,150	19,724
Engineering & Transportation	-	-	1,293		1,738	1,790	1,844	1,899	1,956	2,015	2,076	2,138	2,202	2,268
Administrative Services (Finance & IT)	3,721	4,595	-		-	-	-	-	-	-	-	-	-	-
Finance	-	-	5,097		5,632	5,801	5,975	6,154	6,338	6,529	6,724	6,926	7,134	7,348
Human Resources	2,993	4,035	5,639		5,925	6,103	6,286	6,475	6,669	6,869	7,075	7,287	7,506	7,731
Information Technology	-	-	744		184	190	195	201	207	214	220	227	233	240
Police	56,467	59,491	60,491		60,945	62,773	64,657	66,596	68,594	70,652	72,772	74,955	77,203	79,519
Fire	47,464	49,441	53,477		52,604	54,183	55,808	57,482	59,207	60,983	62,812	64,697	66,638	68,637
Community Development & Transportation (CD&TE)	13,560	14,785	-		-	-	-	-	-	-	-	-	-	-
Parks & Recreation	24,635	27,326	28,445		27,788	28,621	29,480	30,364	31,275	32,214	33,180	34,175	35,201	36,257
Library	11,691	12,078	12,387		12,727	13,109	13,502	13,907	14,324	14,754	15,196	15,652	16,122	16,605
Public Works Services	2,449	3,236	2,926		3,561	3,668	3,778	3,891	4,008	4,128	4,252	4,380	4,511	4,646
Non-Departmental	1,694	1,191	5,096		8,243	8,491	8,745	9,008	9,278	9,556	9,843	10,138	10,442	10,756
Technical Adjustment	(2,563)	-	-		-	-	-	-	-	-	-	-	-	-
Underexpenditure Assumption	-	-	-		-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**172,194**	**185,843**	**200,991**	**200,000**	**206,060**	**212,243**	**218,609**	**225,166**	**231,921**	**238,882**	**246,046**	**253,428**	**261,031**	**268,861**
Transfers-Out:														
Debt Service (Senior Center)	1,997	3,089	-	-	-	-	-	-	-	-	-	-	-	-
Docktown	742	847	757	757	533	549	565	582	600	618	636	655	675	695
Employee Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Safety	1,820	2,865	2,716	2,716	3,249	3,346	3,447	3,550.00	3,657	3,766	3,879	3,996	4,116	4,239
Lido Landscape District	40	80	28	28	46	47	48	50	51	53	54	56	58	59
Capital Outlay/UUT	9,481	10,364	16,122	16,714	13,886	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
GF Transfer to CIP (one-time)	-	7,100	17,756	17,756	-	-	-	-	-	-	-	-	-	-
Low/Moderate Income Housing Fund	150	100	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Garbage Franchise - Capital Outlay (Fund 357)	-	-	-	-	91	93	96	99	102	105	108	112	115	118
Garbage Franchise - Sewer (Fund 688)	-	-	-	-	193	199	205	211	217	224	231	237	245	252
Garbage Franchise - Gas Tax (Fund 261)	-	-	-	-	190	196	202	208	214	220	227	234	241	248
Internal Service Fund Interest	-	3		-	-	-	-	-	-	-	-	-	-	-
Budget Amendments	-	2,138	-	-	-	-	-	-	-	-	-	-	-	-
Others (Water & Parking)	2,302	1,930	1,513	1,513	1,704	1,755	1,808	1,862	1,918	1,975	2,035	2,096	2,159	2,223
Total Transfers Out	**16,532**	**28,517**	**38,892**	**39,484**	**19,891**	**18,185**	**18,371**	**18,562**	**18,759**	**18,961**	**19,170**	**19,386**	**19,609**	**19,834**
TOTAL REQUIREMENTS	**188,725**	**214,360**	**239,883**	**239,484**	**225,951**	**230,428**	**236,980**	**243,728**	**250,680**	**257,843**	**265,216**	**272,814**	**280,640**	**288,695**
Use of Reserves - Section 115 Trust	-		-	-	-	-								
Create Economic Stability Reserve (one-time 25-26)	-		2,800	-	-	-				-	-	-	-	-
Technical Adjustments		245		-	-	-				-	-	-	-	-
Contribution to Restricted Fund Balance- 15% Reserve	-	2,152	1,656	2,060	577	870	901	935	969	1,004	1,041	1,062	1,095	2,000
Net Surplus (Deficit)	**14,579**	**(4,455)**	**(22,708)**	**(21,130)**	**(12,866)**	**(22,007)**	**(22,778)**	**(23,542)**	**(24,280)**	**(25,005)**	**(25,707)**	**(26,372)**	**(27,138)**	**(28,780)**
Reductions, New Revenues Required to Balance	**-**		**-**			**22,007**	**22,778**	**23,542**	**24,280**	**25,005**	**25,707**	**26,372**	**27,138**	**28,780**
ENDING BALANCE - UNASSIGNED	**36,788**	**33,995**	**9,116**	**12,865**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**	**(0)**

FY 2026–27 Operational Modernization Strategy

Purpose

The FY 2026–27 Recommended Budget includes a series of targeted modernization and operational efficiency initiatives intended to improve customer service, enhance transparency, strengthen internal coordination, reduce administrative burden, and modernize service delivery across City operations.

These initiatives represent focused operational improvements designed to:

- Improve the resident and business experience
- Reduce processing times and manual workflows
- Expand digital service delivery and customer self-service options
- Improve cross-department coordination and accountability
- Enhance operational transparency and performance reporting
- Modernize aging operational systems and administrative processes
- Respond more efficiently and effectively to community quality-of-life issues

The initiatives identified in this document represent Tier 1 modernization priorities for FY 2026–27 based on operational impact, implementation readiness, customer benefit, and cross-department value.

Performance Management & Accountability

To support implementation and accountability, the City will develop a centralized performance tracking framework during FY 2026–27 to monitor progress and report outcomes to the City Council, community, and City leadership.

Where feasible, departments will establish baseline metrics and measurable targets associated with modernization initiatives. Initial reporting efforts will focus primarily on Tier 1 initiatives identified as having the greatest operational and community impact.

Performance reporting may include:

1. Processing time reductions
2. Online service utilization rates
3. Customer response times
4. Administrative workload reductions
5. Project delivery timelines
6. Public dashboard engagement
7. Operational reliability metrics
8. Customer satisfaction indicators

Strategic Modernization Categories

1. **Customer Service, Accessibility & Transparency**

   Initiatives focused on improving the resident and business experience by increasing accessibility, convenience, responsiveness, transparency, and public access to City services.

   Primary Objectives
   - Improve customer experience and accessibility
   - Expand online and self-service options
   - Reduce wait times and processing delays
   - Improve public transparency and accountability
   - Increase public access to information and services

   Examples
   - Expanded online permitting and payment systems
   - Public-facing operational dashboards
   - Website modernization and bilingual services
   - Additional recreation registration access points
   - Improved public access to Library and public safety information

2. **Enterprise Technology & Digital Modernization**

   Initiatives focused on modernizing enterprise systems, improving digital workflows, increasing automation, strengthening data accessibility, and reducing reliance on manual or paper-based processes.

   Primary Objectives
   - Reduce manual administrative work
   - Improve data access and reporting capabilities
   - Improve internal coordination and collaboration
   - Increase operational efficiency through automation
   - Improve enterprise system reliability and integration

   Examples
   - ERP optimization and reporting enhancements
   - Workflow automation and digital routing systems
   - SharePoint and collaboration platforms
   - Performance dashboards and analytics tools
   - Cloud-based operational systems
   - Technology-assisted workflow support tools

3. **Operational Efficiency & Process Improvement**

   Initiatives focused on simplifying workflows, improving consistency, eliminating redundant approvals, and streamlining operational processes across departments.

   Primary Objectives
   - Reduce administrative burden
   - Improve processing consistency and compliance
   - Shorten review and approval timelines
   - Improve operational coordination
   - Standardize internal workflows and procedures

   Examples
   - Procurement and purchasing modernization
   - Contract routing improvements
   - Hiring and onboarding process improvements
   - Workflow standardization initiatives
   - Simplified permit and approval processes

Ongoing Reporting & Transparency

To support transparency and accountability, the City Manager's Office will provide periodic updates to the City Council and community regarding the progress of the City's modernization and operational efficiency initiatives. Updates may include implementation milestones, performance metrics, completed improvements, and measurable operational outcomes associated with Tier 1 initiatives.

Where appropriate, progress updates and performance dashboards will also be made available through the City's website to improve public access to information regarding the City's modernization efforts and organizational performance improvements.

Departmental Tier 1 Modernization Initiatives

City Manager's Office			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Improve Legislative Agenda Coordination & Workflow	Improve agenda preparation, routing, and coordination processes	More efficient and reliable legislative operations	Agenda completion timelines, reduction in revision cycles, on-time packet delivery
Procurement & Purchasing Modernization	Modernize procurement policies and improve purchasing efficiency	Faster and more consistent procurement operations	Procurement cycle time, audit findings, exception reductions
Contract Approval Process Improvements	Streamline contract routing and approval workflows	Improved operational efficiency and compliance	Contract turnaround time, reduction in approval bottlenecks
Explore Outdoor Tables/Chairs Pilot Program	Simplify business permitting process	Spur economic development and reduce permitting burden	Business participation, reduction in complaints, less processing time
Public Records Act (PRA) Process Coordination and Efficiency Enhancements	Due to the increasing number and complexity of PRA requests, improve the efficiency, coordination, and responsiveness of PRA processing to streamline workflows and reduce administrative burden.	More timely and efficient public records processing, improved public access to information, enhanced customer service, and stronger organizational responsiveness to increasing PRA request volumes	Timeliness of responses, total requests processed, reduction in overdue requests, and improved staff processing efficiency

Community Development			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Expand Over-the-Counter Permit Services	Increase the number of permit types eligible for administrative or same-day review	Faster permit issuance and reduced review backlog	OTC permit volume, permit turnaround time, customer wait times
Expand Online Permitting & Digital Processing	Transition permit workflows to more fully digital systems	Improved customer access and streamlined permit processing	% of online submissions, processing time reduction, reduction in in-person visits
Technology-Assisted Workflow Improvements	Improve internal workflow efficiency and reduce repetitive administrative tasks	Improved operational efficiency and faster customer service	Staff time savings, response time improvements, workflow completion rates
Community Development Website Modernization	Improve public access to forms, project information, and development resources	Improved customer navigation and access to information	Website traffic, online form usage, reduction in routine inquiries
Zoning Code Modernization	Modernize and clarify zoning regulations to improve customer service and facilitate property and business improvements	Easier navigation of development requirements and more efficient project delivery for customers	Reduction in zoning inquiries, review time improvements, customer satisfaction, number of streamlined approvals

Engineering			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Improve Project Tracking & Coordination	Standardize project management and reporting processes	Improved project visibility and coordination	Milestone completion rates, overdue task reduction, reporting time savings

Engineering			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Improve Operational Reporting & Analytics	Enhance operational and financial reporting capabilities	Faster access to operational data and improved decision-making	Reduction in manual reporting, dashboard usage, reporting speed
Expand Online Encroachment Permit Processing	Improve customer access and streamline permit workflows	Improved customer service and operational efficiency	Online permit usage, processing time reduction

Finance			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Financial System & Reporting Optimization	Improve budgeting, reporting, and operational workflows	Improved financial operations and reporting efficiency	Report preparation time, automated workflow implementation, system utilization
Expand Online Payment Processing	Improve customer payment experience and increase digital payment utilization	Increased customer convenience and reduced manual processing	% of online payments, reduction in counter transactions, payment processing time
Financial Report Automation	Automate recurring operational and financial reports	Improved reporting reliability and reduced administrative workload	Staff hours saved, reduction in manual reporting

Fire			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Fire Asset Lifecycle & Replacement Planning	Improve long-term capital planning and operational reliability	Improved operational sustainability and long-term planning	Deferred maintenance reduction, equipment downtime, replacement schedule compliance

Fire			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Cloud-Based Workforce Scheduling Modernization	Improve workforce scheduling reliability and accessibility	Improved staffing coordination and operational reliability	System uptime, scheduling efficiency, reduction in manual adjustments
Public Fire & EMS Performance Reporting	Improve transparency and operational analytics	Improved public transparency and operational visibility	Dashboard engagement, reporting accuracy, automated reporting frequency

Human Resources			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Improve Workforce Position Control & Staffing Tracking	Improve alignment between staffing, budgeting, and personnel records	Improved workforce planning and operational accuracy	Vacancy tracking accuracy, reconciliation errors, processing time
Streamline Employee Onboarding & Personnel Administration	Improve onboarding and personnel workflow efficiency	Improved employee experience and reduced administrative burden	Onboarding completion time, paperwork reduction, processing speed

Information Technology			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Enterprise Technology Infrastructure Modernization	Improve reliability, responsiveness, and operational support across enterprise systems	A more resilient technology with less service disruptions, lowers risks from outdated systems, and better support to departments in delivering services to the community	System uptime, ticket response time, reduction in legacy systems

Information Technology			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Internal Collaboration & Knowledge Management Improvements	Improve communication, collaboration, and document management	Improved organizational coordination and information sharing	Retire outdated systems and move content to more modern platforms, increase staff use of collaboration tools, and improve communication, document sharing, and file backup processes
Enterprise AI Governance & Implementation Strategy	Develop and implement a citywide approach for managing and governing AI tools	Responsible and consistent use of AI across the City that protects data, improves internal efficiency, and supports better public service delivery where AI provides clear value	Adopt a citywide AI policy and governance process, track and review approved AI tools and use cases, and measure improvements in efficiency and processing times for priority workflows using approved AI solutions
Cybersecurity & Information Security Enhancements	Strengthen cybersecurity practices	Stronger protection of City systems and public data, improved resilience and continuity of services, and reduced incidents	Increase cybersecurity awareness training, reduce the number and severity of security incidents, and improve response times for addressing vulnerabilities

Library			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Expand Bilingual Library Webpages & Services	Improve accessibility and equity of public-facing information	Improved accessibility for Spanish-speaking residents	Number of bilingual webpages, webpage engagement metrics

Library			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Improve Internal Library Collaboration & Document Management	Modernize internal operational workflows and information access	Improved operational coordination and records accessibility	Reduction in duplicate files, collaboration metrics

Police			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Expand Drone-Assisted Emergency Response Capabilities	Improve emergency response efficiency and situational awareness	Improved emergency response and resource allocation	Response time reduction, deployments supported, operational time savings
Improve Public Safety Recruitment & Workforce Coordination	Improve recruitment, onboarding, and staffing coordination processes	Improved public safety staffing support and operational continuity	Vacancy reduction, recruitment timelines, onboarding completion rates

Parks, Recreation & Community Services			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Expand Recreation Registration Access Points	Improve customer convenience and registration accessibility	Improved public access to recreation programming	Registration wait times, customer satisfaction, usage rates
Expand Digital Registration Services for Senior Programs	Improve registration accessibility and reduce manual processing	Improved accessibility and reduced administrative workload	% of online registrations, processing time reduction

Public Works			
Initiative	**Objective**	**Desired Outcome**	**Key Performance Indicators**
Expand Online Utility & Rebate Application Services	Improve customer accessibility and reduce paper-based workflows	Improved customer convenience and operational efficiency	Online application usage, processing time reduction
Mobile Utility Mapping & Field Access Improvements	Improve field access to infrastructure information and operational responsiveness	Improved field operations and service reliability	Response efficiency, reduction in duplicate field visits
Public Works Response Management Improvements	Improve coordination and tracking of operational service requests	Improved service delivery and accountability	Response time, closure rates, backlog reduction

Note: *Several of the initiatives outlined above represent new operational efforts for the City. Accordingly, staff is still in the process of establishing baseline data and performance benchmarks. The Key Performance Indicators identified above are intended to serve as preliminary measures that can be refined over time as additional data becomes available.*

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY SETTING JUNE 22, 2026, AS THE DATE FOR THE PUBLIC HEARING ON AND ADOPTION OF THE FISCAL YEAR 2026-27 BUDGET, DIRECTING COPIES OF THE RECOMMENDED FISCAL YEAR 2026-27 BUDGET TO BE FILED WITH THE CITY CLERK, AND AUTHORIZING AND DIRECTING THE CITY CLERK TO PUBLISH NOTICE OF THE AVAILABILITY OF THE RECOMMENDED FISCAL YEAR 2026-27 BUDGET AND THE DATE OF THE PUBLIC HEARING

WHEREAS, Section 51.5 of the City Charter requires that the City Council establish a date for a public hearing on the upcoming fiscal year budget and establish, by resolution, the date for final adoption of such budget; and

WHEREAS, the public hearing and final budget adoption date of June 22, 2026, for the fiscal year 2026-27 budget was approved in concept at the June 8, 2026, City Council meeting.

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

1. Pursuant to Section 51.5 of the Charter of the City of Redwood City, June 22, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard, at City Hall, the City Council Chambers, 1017 Middlefield Road, Redwood City, California, is hereby set as the time and place for public hearing on the budget for fiscal year 2026-27 and also for final adoption of such budget.

2. The City Council directs that copies of the budget shall be filed with the City Clerk for inspection by the public.

3. The City Clerk is hereby authorized and directed to cause notice to be published stating that copies of the proposed budget are available for inspection at the City Clerk's office and stating the time and place at which the Council will hold a public hearing.

4. This resolution is effective upon the date of its adoption.

* * *

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Waive second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) related to Tobacco Retail Permits

SUMMARY

There are currently 55 businesses in Redwood City that sell tobacco products. Since San Mateo County (County) ceased the issuance of tobacco retailer permits and the provision of related enforcement services in May 2022, these businesses have operated with limited regulation and enforcement.

To ensure tobacco sales are properly monitored and that the public, particularly youth, are protected from the impacts of unregulated tobacco access, staff recommend adopting the County Ordinance, which includes regulations related to flavored tobacco, e-cigarette, pharmacy sales, and discount retailing provisions, and authorize the County to administer and enforce the program on behalf of the City.

RECOMMENDATION

1. Conduct a public hearing; and
2. Waive the second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) to (1) repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), (2) adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and (3) amend Article I, Section 15.2 (Definitions).

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth
Economic Vitality

BACKGROUND

Businesses in California that intend to sell tobacco products are required, by State law, to obtain the following licenses prior to operating:

1. A Cigarette and Tobacco Products Retailer's License from the State, administered by the California Department of Tax and Fee Administration (CDTFA);
2. A State seller's permit for reporting sales and use tax, also administered by CDTFA; and
3. A Tobacco Retailer Permit, if required by local law, issued by the County or City where the business operates.

The first two licenses focus primarily on tax collection and reporting requirements. Local Tobacco Retailer Permit programs typically regulate how and where tobacco products may be sold, including issues such as retailer location restrictions, product sale limitations, pricing and discount practices, and compliance inspections.

On April 27, 2026, the City Council:

1. Waived the first reading and introduced an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) to (1) repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), (2) adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and (3) amend Article I, Section 15.2 (Definitions); and
2. Set a Public Hearing on the second reading and adoption of the ordinance on June 8, 2026.

The purpose of the proposed Ordinance is to adopt by reference San Mateo County's revised Tobacco Retailer Permit Ordinance. The revised Tobacco Retailer Permit Ordinance adds location restrictions for new retailers; prohibits the sale of flavored tobacco and e-cigarettes, as well as other product sale restrictions; adds restrictions on pricing and discount practices; and includes compliance inspections. State law requires that a public hearing be held when codes are adopted by reference.

ANALYSIS

At the April 27, 2026, meeting, the City Council introduced an ordinance to adopt by reference the San Mateo County Tobacco Retailer Permit Ordinance (County Ordinance) and authorize the County to enforce its provisions within Redwood City.

The County Ordinance establishes strict regulations governing the sale of tobacco products through its Tobacco Retailer Permit program.

1. **New location restrictions**, prohibiting a new Tobacco Retailer Permit from being issued to any new retailer within 500 feet of an existing tobacco retailer and within 1000 feet of areas where youth frequently gather ("Youth-Populated Areas"), which includes community centers, schools, childcare centers (excluding family childcare), libraries, parks, and Courthouse Square.

2. **Prohibition on coupons, discounts, tobacco sales in pharmacies, flavored tobacco products, and electronic smoking devices**, including banning the sale of flavored tobacco for use in hookah pipes, whether it was sold in a store for at-home use or at a hookah lounge for on-site consumption.
3. **Education, permitting, and enforcement services** throughout the County to cities that adopt the County Ordinance by reference (or verbatim, with no changes) and authorize the County to administer and enforce its provisions on their behalf. However, any city that deviates from the County Ordinance – including by allowing hookah lounges which sell flavored tobacco – would be required to independently operate its own Tobacco Retailer Permit Program, including conducting inspections, monitoring compliance, and carrying out enforcement activities.

If adopted, retailers that wish to continue to sell tobacco must apply directly to the County for a permit. The fees are set by the County and are currently $328 for a new application and $885 for the annual operating permit/renewal fee. Retailers are required to renew their permits each year; if they fail to do so on time, they are treated as a new applicant and must comply with all location restrictions.

The County Ordinance also establishes penalties for violations. Retailers who violate the rules face both fines and permit suspensions. Fines are set at $500 for the first violation and up to $1,000 for each subsequent violation. Permit suspensions may also apply, beginning with up to a 30-day suspension for the first violation and increasing to 90 days for a second violation, one year for a third, and, ultimately, a five-year revocation for repeated noncompliance. The County issues these citations without involvement from the City.

Together, these requirements are intended to reduce youth access to tobacco products and limit marketing practices that encourage tobacco use.

Adopting the County Ordinance by reference is the most efficient, cost-effective and immediately implementable approach to regulating tobacco retailers in Redwood City.

As required by state law, notice of this public hearing has been appropriately published, and the proposed ordinance and a copy of the County ordinance being adopted by reference are available in the City Clerk's office for public review.

EQUITY IMPACT STATEMENT

The purpose for adopting a Tobacco Retailer Permit Program is to support more equitable public health outcomes by reducing youth access to tobacco products and limiting factors that contribute to continued tobacco use among adults.

Certain populations experience disproportionately higher rates of tobacco use, including lower-income individuals, Latino or Hispanic individuals, and LGBTQ+ and/or non-binary youth. Monitoring tobacco retailers and implementing retailing and location restrictions are intended to reduce access and improve health outcomes for these members of our community.

The majority of tobacco retailers in Redwood City are owned by proprietors of South Asian or Middle Eastern descent. Implementation of a Tobacco Retailer Permit Program would apply uniformly to all businesses; however, individual impacts may vary depending on each business's operations and compliance with applicable regulations.

FISCAL IMPACT

Adopting the County Ordinance would have no impact on the General Fund.

ENVIRONMENTAL REVIEW

The adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, div. 6, ch. 3) section 15060 because the activity is not a Project as defined in CEQA Guidelines section 15378 (no potential for resulting in physical change in the environment). In the event that this Ordinance is found to be a Project under CEQA, it is exempt from CEQA review pursuant to the "common sense exemption" under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PUBLIC NOTICE

Notice of the City Council Public Hearing was published in the San Mateo Daily Journal once a week for two successive weeks, at least 14 days prior to the public hearing. Additional public notification was achieved by posting to the City's website and by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may opt not to adopt the ordinance, and direct staff to return with a different program (in place of the County Ordinance).

ATTACHMENTS

Attachment A – Ordinance to Update Redwood City Municipal Code Chapter 15 (Smoking Regulations)
Attachment B – San Mateo County Ordinance Code Chapter 4.98

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APPROVED BY:

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Patrick Heisinger, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING REDWOOD CITY MUNICIPAL CODE CHAPTER 15 (SMOKING REGULATIONS) TO (1) REPEAL IN THEIR ENTIRETY ARTICLE III (TOBACCO RETAIL PERMIT) AND ARTICLE V (PROHIBITING THE SALE OF FLAVORED TOBACCO, ELECTRONIC CIGARETTES, AND THE SALE OF TOBACCO PRODUCTS IN PHARMACIES), (2) ADOPT BY REFERENCE TITLE 4, CHAPTER 4.98 OF THE SAN MATEO COUNTY ORDINANCE CODE IN ARTICLE III, AND (3) AMEND ARTICLE I, SECTION 15.2(DEFINITIONS)

WHEREAS, the California Occupational Safety and Health Act of 1973, as codified in Labor Code Section 6404.5, prohibits the smoking of tobacco products in all (100 percent of) enclosed places of employment in the state, thereby eliminating the need of local governments to enact workplace smoking restrictions within their respective jurisdictions; and

WHEREAS, in 1989, the California Tobacco Control Branch of the California Department of Public Health established the California Tobacco Prevention Program to protect Californians from the tobacco industry; and

WHEREAS, on November 8, 2022, the voters of the State of California upheld SB 793, as codified in Health & Safety Code Section 104559.5, which prohibits tobacco retailers in the State of California from selling, offering for sale, or possessing with the intent to sell or offer for sale, most flavored tobacco products and flavor enhancers, in retail locations; and

WHEREAS, data from the California Tobacco Prevention Program released in August 2025 show that 18.9% of licensed tobacco retailers made sales to youth and young adults aged 16-20 in 2024 and that, despite the ban on flavored tobacco products being sold statewide, about 84.5% of California youth who used tobacco products reported using flavored tobacco products, with vapes remaining the most used flavored tobacco product at 89.5% and hookahs at 75.6%;[1] and

WHEREAS, local governments have broad latitude to regulate activities that are injurious to the public's health and safety; and

WHEREAS, on June 22, 2009, the City Council adopted Ordinance 2343 to require Tobacco Retail Permits, finding that there was a substantial interest in regulating tobacco retailers to, among other reasons, reduce illegal sales of tobacco products to persons under 18, and that the requirement for a tobacco retailer's permit program would not

[1] https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/CaliforniaTobaccoFactsAndFigures_2025.pdf

unduly burden legitimate business activities of retailers of tobacco to sell cigarettes on a retail basis; and

WHEREAS, on December 20, 2021, the City Council adopted Ordinance 2501 to prohibit the sale of flavored tobacco and electronic cigarettes and the sale of tobacco products in pharmacies, finding that 81% of youth who had ever used a tobacco product reported that the first product they had tried was flavored, electronic smoking device usage by youth was the most commonly used tobacco product, and pharmacies selling tobacco products reinforced positive social perceptions of smoking; and

WHEREAS, on May 23, 2023, the County of San Mateo (County) adopted Ordinance 4878, codified at Chapter 4.98 of the San Mateo County Ordinance Code (SMCOC), finding that strong policy enforcement and monitoring of retailer compliance with tobacco control policies (e.g., requiring identification checks) is necessary to achieve reductions in youth tobacco sales and that a stronger local licensing system for tobacco retailers was appropriate to ensure that retailers comply with tobacco control laws and business standards in order to protect the health, safety, and welfare of its residents; and

WHEREAS, pursuant to SMCOC Chapter 4.98, to ensure County Health has the authority and ability to efficiently enforce a uniform regulatory scheme across all jurisdictions, cities that want County Health to administer the tobacco retailer permit within their jurisdiction must pass an ordinance adopting Chapter 4.98 of the San Mateo County Ordinance Code either in its entirety by reference, or verbatim with no changes or additions, and authorize the County to administer and enforce the ordinance; and

WHEREAS, the City Council desires to amend Redwood City Municipal Code Chapter 15, Article III, to adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code, and to authorize the Chief of San Mateo County Health, or designee, to administer and enforce, on behalf of the City, the provisions of SMCOC Chapter 4.98 of Title 4; and

WHEREAS, SMCOC Chapter 4.98 increases fines, mandates a fine for all violations, mandates permit suspensions for multiple violations of sales to underage youth, and mandates two unannounced inspections by County Environmental Health Services staff per year; and

WHEREAS, City adoption of SMCOC Chapter 4.98 by reference authorizes the County to enforce SMCOC Chapter 4.98 in the City, including authorization to suspend a tobacco retailer permit and/or impose administrative fines following enumerated procedures and amounts; and

WHEREAS, administrative fines range from up to $500 for the first violation within a 60-month period and up to $1,000 for each subsequent violation within a 60-month period; and

WHEREAS, each day that tobacco products are sold or offered for sale without a permit constitutes a separate violation; and

WHEREAS, with adoption by reference of SMCOC Chapter 4.98, the provisions of RCMC Chapter 15, Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), would be in conflict with SMCOC Chapter 4.98 requirements; and

WHEREAS, the City Council now desires to repeal RCMC Chapter 15, Article V, to bring the RCMC in compliance with SMCOC Chapter 4.98; and

WHEREAS, to adopt a code by reference, the City is required to fully set forth the penalties in accordance with Government Code Section 50022.4; and

WHEREAS, to adopt a code by reference, the City is also required to comply with the procedures set forth in Government Code Section 50022.3; and

WHEREAS, in compliance with Government Code Section 50022.3, after the first reading of this ordinance on April 27, 2026, the City Council scheduled a public hearing; and

WHEREAS, notice of the public hearing was published pursuant to Government Code Section 6066; and

WHEREAS, the City Council held the public hearing on June 8, 2026.

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

Section 1. The City Council of Redwood City finds that the Recitals set forth above are true and correct, and are incorporated herein by reference as if fully set forth in their entirety.

Section 2. The City Council hereby finds and determines that the adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, div. 6, ch. 3) Section 15060 because the activity is not a Project as defined in CEQA Guidelines Section 15378 (no potential for resulting in physical change in the environment). In the event that this Ordinance is found to be a Project under CEQA, it is exempt from CEQA review pursuant to the "common sense exemption" under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. The City Council hereby amends Chapter 15, Article I, Section 15.2 (Definitions) as set forth in **Exhibit A**, by adding the text shown in underline (example)

and deleting the text shown in strikeout (~~example~~). Wording in brackets ([example]) is informational only and is not to be included in the published ordinance.

Section 4. The City Council hereby repeals and replaces Chapter 15, Article III (Tobacco Retail Permit) of the Redwood City Municipal Code with those provisions in **Exhibit B**, attached hereto and incorporated herein.

Section 5. The City Council hereby repeals in its entirety Chapter 15, Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies) of the Redwood City Municipal Code, and replaces the title with "RESERVED", with Sections 15.41-15.54 noted as "Reserved".

Section 6. If any provision, section, paragraph, sentence or word of this Ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this Ordinance are severable.

Section 7. The City Clerk is directed to cause this Ordinance to be published in accordance with applicable law.

Section 8. This Ordinance shall go into effect 30 days following its adoption.

* * *

Exhibit A

Sec. 15.2. DEFINITIONS:

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

ADJACENT UNENCLOSED PROPERTY: Means any unenclosed area of property, publicly or privately owned, that abuts a multi-unit residence but does not include property containing detached single-family homes.

BAR: An area which is devoted to the serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.

BUSINESS: Any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold or rendered, as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

~~CHARACTERIZING FLAVOR: A distinguishable taste, aroma, or both, other than the taste or aroma of tobacco, imparted by a tobacco product or any byproduct produced by the tobacco product. Characterizing flavors include, but are not limited to, tastes or aroma relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma or both, as described in the first sentence of this definition that constitutes a characterizing flavor.~~

COMMON AREA: Every enclosed area and every unenclosed area in a multi-unit residence that residents of more than one (1) unit are entitled to enter or use, including, without limitation, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

~~CONSTITUENT: Any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.~~

~~DISTINGUISHABLE: Perceivable by either the sense of smell or taste.~~

DISTRIBUTE or DISTRIBUTION: The transfer by any person other than a common carrier, at any point from the place of manufacture or thereafter, to a person who sells the electronic cigarette or other electronic smoking device.

ELECTRONIC CIGARETTE: Has the meaning set forth in Section 30121 of the California Revenue and Taxation Code, as may be amended from time to time.

ELECTRONIC SMOKING DEVICE: An electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or

accessory of such a device, whether or not sold separately. "Electronic smoking device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, a vape pen or other vaping device, an electronic hookah, or any other product name or descriptor.

EMPLOYEE: Any person who is employed by any employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a nonprofit entity.

EMPLOYER: Any person, partnership, corporation or nonprofit entity, including a municipal corporation, who or which employs the services of one (1) or more persons.

ENCLOSED AREA~~SPACE~~: An area that has any type of overhead cover and at least three (3) walls or other physical boundaries of any height that prevent air from circulating freely to all parts of the area; or four (4) walls or other vertical boundaries that exceed six (6) feet in height, and includes covered parking lots, lobbies, lounges, waiting areas, elevators, stairwells, and restrooms that are a structural part of the building.

EXISTING UNIT: A unit that is not a new unit.

~~FLAVORED TOBACCO PRODUCT: Any tobacco product that contains a constituent that impacts a characterizing flavor.~~

HOOKAH: A tobacco pipe with one (1) or more long and flexible tubes, which draws smoke from tobacco products through water contained in a bowl.

~~LABELING: Written, printed, pictorial, or graphic matter upon any tobacco product or any of its packaging.~~

LANDLORD: Any person or agent of a person who owns, manages, or is otherwise legally responsible for a unit in a multi-unit residence that is leased to a residential tenant, except that "landlord" does not include a tenant who sublets a unit (e.g., a sublessor).

MULTI-UNIT RESIDENCE: Property containing two (2) or more units, including, but not limited to, duplexes, apartment buildings, condominium complexes, senior and assisted living facilities, and long-term health care facilities. Multi-unit residence does not include the following:

A. A hotel or motel that meets the requirements of California Civil Code Section 1940, subdivision (b)(2);

B. A mobile home park;

C. A campground;

D. A marina or port;

E. A single-family home, except if used as a child care or health care facility subject to licensing requirements; and

F. A single-family home with a detached or attached in-law or second unit permitted pursuant to California Government Code Sections 65852.1, 65852.2 or Article 37 of the City's zoning ordinance except if the single-family home or in-law/second unit is used as a child care or health care facility subject to licensing requirements.

NEW UNIT: A unit that is issued a certificate of occupancy after January 1, 2018.

NONPROFIT ENTITY: Any corporation, unincorporated association or other entity created for charitable, educational, political, social or other similar purposes, the net proceeds from the operations of which are committed to the promotion of the objects or purposes of the organization and not to private financial gain. A public agency is not a "nonprofit entity" within the meaning of this Section.

~~PACKAGING: A pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.~~

~~PHARMACY: Any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.~~

PLACE OF EMPLOYMENT: Shall have the same definition as in California Labor Code Section 6404.5, as may be amended. As of the effective date of the ordinance from which this Section is derived, "PLACE OF EMPLOYMENT" as defined by California Labor Code section 6404.5 does not include:

A. Retail or wholesale tobacco shops and private smokers' lounge, as defined by the California Labor Code;

B. Cabs of motortrucks, or tractor trucks as defined by the Vehicle Code, if nonsmoking employees are not present;

C. Theatrical production sites, if smoking is an integral part of the story in the theatrical production;

D. Medical research or treatment sites, if smoking is integral to the research and treatment being conducted;

E. Private residences except for private residences licensed as family date care homes where smoking is prohibited under California Health and Safety Code; and

F. Patient smoking areas in long-term health care facilities, as defined in the California Health and Safety Code.

PUBLIC PLACE: Any enclosed <u>area</u>~~space~~ to which the public is invited or in which the public is permitted, including, but not limited to, banks, educational facilities, health facilities, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, theaters and waiting rooms.

RESTAURANT: Any coffeeshop, cafeteria, tavern, sandwich stand, soda fountain, private or public school cafeteria and any other eating establishment, organization, club, boarding house or guesthouse which gives or offers food for sale to the public, guests, patrons or employees, except that the term "restaurant" shall not include a cocktail lounge or tavern if said cocktail lounge or tavern is a "bar" as defined above.

RETAIL TOBACCO STORE: A retail store utilized primarily for the sale of tobacco products and accessories.

SELL, SALE or TO SELL: Any transaction where, for any consideration, ownership is transferred from one (1) person or entity to another including, but not limited to, any transfer of title or possession for consideration, exchange or barter, in any manner or by any means.

~~SENIOR CITIZENS ORGANIZATION: Only those organizations having a minimum of twenty (20) members, the eligibility of membership of which requires that members shall be at least fifty (50) years of age, and the purpose of which is to provide educational and recreational activities for its members.~~

SERVICE LINE: Any indoor line at which one (1) or more persons are waiting for or recovering service of any kind, whether or not such service includes the exchange of money.

SMOKE: The gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke" includes, but is not limited to, tobacco smoke, electronic smoking device vapors, cannabis smoke, and smoke released into the air by combustion, electrical ignition, or vaporization of any illegal drugs.

SMOKING: Shall have the same meaning as defined in California Business and Professions Code Section 22950.5(c), which as of the effective date of the ordinance from which this Article is derived means, inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or a vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

SMOKE-FREE RESIDENCE: A multi-unit residence that complies with the requirements of this Article as of January 1, 2018.

SPORTS ARENA: Sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the public assemble to engage in physical exercise, participate in athletic competition or witness sports events.

TOBACCO PRODUCT: Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; and any electronic device that delivers nicotine to the person inhaling from the device, including, but not limited to, any electronic smoking device as defined herein, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or hookah. "Tobacco product" does not include any product that has been approved by the

United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

~~TOBACCO RETAILER: Any store, stand, booth, concession or any other enterprise that engages in the retail sale of tobacco products.~~

UNENCLOSED AREA: Any area that is not an enclosed area.

UNIT: A personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, for example, a private balcony, porch, deck, or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a senior facility; a room in a long-term health care facility, assisted living facility, or hospital; a room in a hotel or motel; a dormitory room; a room in a single room occupancy ("SRO") facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an in-law or second unit. Unit includes, without limitation, a new unit.

Exhibit B

ARTICLE III. TOBACCO RETAIL PERMIT

Sec. 15.20. ADOPTION BY REFERENCE OF SAN MATEO COUNTY CODE CHAPTER 4.98 (TOBACCO RETAILER PERMIT):

A. Chapter 4.98 "Tobacco Retailer Permit" of Title 4 of the Code of Ordinances of San Mateo County, as it may be amended in the future, is hereby adopted by reference and made effective in the City of Redwood City. Certified copies of San Mateo County Code Chapter 4.98 of Title 4 as adopted hereby, have been deposited with the City Clerk, and shall be at all times maintained by the City Clerk for use and examination by the public.

B. The penalty provisions of Chapter 4.98 of the San Mateo County Code, adopted in subsection 15.20.A above, are reproduced in this Article as follows:

1. Code of Ordinances of San Mateo County Section 4.98.290 (Suspension or Revocation of Permit) – Reproduced in Section 15.22 below.

2. Code of Ordinances of San Mateo County Section 4.98.300 (Administrative Fine) – Reproduced in Section 15.23 below.

Sec. 15.21. AUTHORIZATION OF ENFORCEMENT BY SAN MATEO COUNTY PERSONNEL:

The City hereby authorizes the Chief of San Mateo County Health or designee to administer and enforce, on behalf of the City, the provisions of San Mateo County Code Chapter 4.98 of Title 4. Reference to Director in Sections 15.22 and 15.23, below, is to the Chief of San Mateo County Health or designee.

Sec. 15.22. SUSPENSION OR REVOCATION OF PERMIT:

A. Grounds for Suspension or Revocation:

1. A Tobacco Retailer Permit may be suspended or revoked, as set forth below in subdivision (b), if any court of a competent jurisdiction determines, or the Director finds, based on a preponderance of the evidence after notice and opportunity for the Tobacco Retailer to be heard, that either of the following violations have occurred:

i. After the Permit was issued it is determined that the Application for the Permit is incomplete or inaccurate.

ii. The Tobacco Retailer or Tobacco Retailer's agent has violated any of the requirements, conditions, or prohibitions of this Article or any applicable local, state, or federal tobacco-related law.

2. Notwithstanding the foregoing, a Tobacco Retailer Permit shall be suspended or revoked, for the maximum time periods and as set forth in subdivision (b), if any court of competent jurisdiction determines, or the Director finds, based on a preponderance of evidence and after notice and opportunity for the Tobacco Retailer to be heard, that the Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has Sold Tobacco Products to any Person(s) under the age of 21 years.

B. Time Period of Suspension of Permit:

1. Upon the first violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to 30 days.

2. Upon the second violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to 90 days.

3. Upon the third violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to one year.

4. Upon the fourth violation within any sixty (60) month period, the Permit to Sell Tobacco Products shall be revoked. If a Permit is revoked, the Retailer shall not be eligible for a new Permit for a period of five (5) years after the effective date of revocation.

C. Effective Date of Suspension or Revocation:

Within ten (10) calendar days of the hearing, the Director shall issue written findings and an order regarding the suspension or revocation, which order will be effective ten (10) calendar days from the date such order was sent by certified mail to the Retailer, unless a timely appeal is filed in accordance with subsection D, below.

D. Appeal of Suspension or Revocation:

The decision of the Director is appealable to the San Mateo County Licensing Board and the procedural rules of the San Mateo County Licensing Board shall govern hearings on all appeals of suspensions and revocations.

1. An appeal must be in writing, be addressed to the Director and be hand-delivered to the offices of the Division of Environmental Health.

2. An appeal must be received by the Director before the effective date of suspension or revocation provided by subsection C in order to be considered.

3. The filing of a timely appeal will stay a suspension or revocation pending a decision on the appeal by the San Mateo County Licensing Board.

4. The decision of the San Mateo County Licensing Board shall be a final administrative order, with no further administrative right of appeal.

Sec. 15.23. ADMINISTRATIVE FINE:

A. Grounds for Fine:

A fine shall be imposed on a Tobacco Retailer upon findings made by the Director, based on a preponderance of the evidence, that any Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has violated any of the requirements, conditions, or prohibitions of this Article. A fine shall be imposed in the maximum amounts set forth in subsection B of this Section upon findings made by the Director that the Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has Sold any Tobacco Product to any Person(s) under the age of 21 years. Any administrative fine shall be imposed solely against the Tobacco Retailer, not the Tobacco Retailer's employees or agents.

B. Amount of Fine:

Upon written findings made by the Director under subsection A, the person or entity holding the Tobacco Retailer Permit shall be subject to an administrative fine for each such violation as follows:

1. A fine not exceeding five hundred dollars ($500.00) for a first violation within a sixty (60) month period; and

2. A fine not exceeding one thousand dollars ($1,000.00) for each subsequent violation within a sixty (60) month period.

C. Each day that Tobacco Products are Sold or offered for Sale without a Permit or otherwise in violation of this Article shall constitute a separate violation. A finding of "offered for Sale" in violation of this Article will be made if Tobacco Products are either actually Sold and/or displayed in the retail establishment, or if advertisements offering to Sell Tobacco Products are visible to customers.

D. Fine Procedures:

Notice of the fine shall be served on the Tobacco Retailer by certified mail. The notice shall contain a description of the facts upon which the asserted violation is

based and an advisement of the right to request a hearing before the Director contesting the imposition of the fine. Said hearing must be requested within ten calendar days of the date appearing on the notice of the fine. The decision of the Director shall be a final administrative order, with no administrative right of appeal.

E. Failure to Pay Fine:

If a fine imposed pursuant to this Article is not paid within 30 calendar days from the date appearing on the notice of the fine or of the notice of determination of the Director after the review provided for under subdivision C of this Section, the fine may be referred to a collection agency within or external to the City or County. In addition, any outstanding fines must be paid prior to the issuance of any new Permit or renewal of a Permit.

Secs. 15.24—15.31. RESERVED:

Footnotes:

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Editor's note— *Ord. No. 04878, § 2, adopted May 23, 2023, repealed the former Ch. 4.98, §§ 4.98.010—4.98.180, and enacted a new Ch. 4.98 as set out herein. The former Ch. 4.98 pertained to similar subject matter and derived from Ord. 4417, 04/08/08; Ord. 4438, 09/09/08; Ord. No. 04717, § 10, 11-4-2014.*

4.98.100 - Definitions.

(a) "Characterizing Flavor" means a distinguishable taste or aroma, or both, other than the taste or aroma of tobacco, imparted by a Tobacco Product or any byproduct produced by the Tobacco Product. Characterizing flavors include, but are not limited to, tastes or aroma relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma, or both, as described in the first sentence of this definition, that constitutes a Characterizing Flavor.

(b) "Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a Tobacco Product during the processing, manufacture, or packing of the Tobacco Product.

(c) "Consumer" means a person who purchases a Tobacco Product for consumption.

(d) "Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

(e) "Director" means the Chief of San Mateo County Health, or designee.

(f) "Distinguishable" means perceivable by either the sense of smell or taste.

(g) "Electronic Smoking Device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or ehookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by

such device, whether or not the substance contains nicotine, and whether natural or synthetic. "Electronic Smoking Device" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(h) "Flavored Tobacco Product" means any Tobacco Product that contains a Constituent that imparts a Characterizing Flavor.

(i) "Full Retail Price" means the price listed for a Tobacco Product on its Packaging or on any related shelving, advertising, or display where the Tobacco Product is sold or offered for Sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

(j) "Labeling" means written, printed, pictorial, or graphic matter upon any Tobacco Product or any of its packaging.

(k) "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold, or offered for Sale, to a Consumer.

(l) "Permit" or "Tobacco Retailer Permit" means a valid permit issued by the Director to a Person to act as a Tobacco Retailer.

(m) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other entity.

(n) "Pharmacy" means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for Sale, regardless of whether the retail establishment Sells other retail goods in addition to prescription pharmaceuticals.

(o) "Sale" or "Sell" means transfer to, exchange, barter, or distribute for a commercial purpose.

(p) "Self-Service Display" shall be defined as the open display or storage of Tobacco Products in a manner that is physically accessible to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

(q) "Tobacco Paraphernalia" means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.

(r) "Tobacco" or "Tobacco Product(s)" means:

(1) any product containing, made of, or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2)

any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine, and whether natural or synthetic; or

(3) any component, part, or accessory of subsection (1) or (2), whether or not any of these contains tobacco or nicotine, whether natural or synthetic, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

(4) "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(s) "Tobacco Product Flavor Enhancer" means a product designed, manufactured, produced, marketed or Sold to produce a Characterizing Flavor when added to a Tobacco Product.

(t) "Tobacco Retailer" means any Person who Sells, or offers for Sale, Tobacco Products. This definition is without regard to the quantity of Tobacco Products sold or offered for Sale.

(u) "Youth-Populated Area" means a parcel of real property that is occupied, in whole or in part, by any of the following:

(1) a private or public school that educates children in grades kindergarten through high school;

(2) a library that is open to the public;

(3) a playground that is open to the public;

(4) a youth center, defined as a facility where children ages 6 to 17 come together for programs and activities;

(5) a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes. "Recreation facility" includes, but is not limited to, a gymnasium, playing court, playing field, and swimming pool;

(6) a public or private college or university that serves as an institution for education beyond the high school level;

(7) a licensed child-care facility or preschool, other than a small-family day care home or a large-family daycare home as defined in California Health & Safety Code § 1596.78.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.110 - Requirement for a Permit.

(a) No Tobacco Retailer or other Person shall Sell or offer for Sale any Tobacco Product without a current and valid Tobacco Retailer Permit from San Mateo County for each location where such activities are conducted.

(b) Permits are valid for one year and must be timely renewed annually by the Permit holder in order to continue to sell or offer for sale any Tobacco Product. A Retailer must obtain a separate Permit for each location at which any Tobacco Product will be sold, offered for sale or distributed. A Permit that is not renewed in a timely manner shall expire at the end of its term, and the Tobacco Retailer must obtain a new Permit prior to any further sale, offer for sale, or distribution of any Tobacco Product.

(c) No Tobacco Retailer shall violate, or cause or allow the Tobacco Retailer's agents or employees to violate, any provision of this Chapter or any other local, state, or federal law applicable to Tobacco Products or Tobacco Retailing.

(d) Tobacco Retailers are responsible for the actions of their employees and agents relating to the sale, offer to sell, and furnishing of tobacco products at the retail location. The sale of any tobacco product by an employee shall be considered an act of the tobacco retailer and the permit holder shall be responsible for any monetary penalties levied.

(e) Nothing in this Chapter shall be construed to penalize the purchase, use, or possession of a Tobacco Product by any Person not engaged in Tobacco Retailing.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.120 - Permit is Nontransferable.

(a) Tobacco Retailer Permits are nontransferable as between Persons, locations, or otherwise. Any attempted transfer shall render the Permit null and void.

(b) Notwithstanding any other provision of this Chapter, prior violations of this Chapter at a location shall continue to be counted against that location and Permit ineligibility and suspension periods shall continue to apply to that location unless:

(1) One hundred percent of the interest in the stock, assets, or income of the business, other than a security interest for the repayment of debt, has been transferred to the new owner(s); and

(2) The County is provided with clear and convincing evidence, including an affidavit, that the business has been acquired in an Arm's Length Transaction. An Arm's Length Transaction, for the purposes of this section, means a transaction in which two or more unrelated and unaffiliated parties agree on the transfer in question; the parties act independently and in their own self-interest; and the parties have equal bargaining power and symmetric information, leading the parties to agree upon fair-market terms.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.130 - Permit Conveys a Limited, Conditional Privilege.

Nothing in this Chapter shall be construed to grant any Person or entity obtaining and maintaining a Permit any status or right other than the limited, conditional privilege to Sell Tobacco Products and act as a Tobacco Retailer at the location in the County identified on the face of the Permit for the period of time shown on the Permit. All Permits are issued subject to the County's right to amend this Chapter from time to time, and Retailers shall comply with all provisions of this Chapter, as amended.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.140 - Application, Issuance and Renewal Procedure.

(a) Application for a Tobacco Retailer's Permit or the renewal of a Tobacco Retailer Permit shall be submitted in the name of the Person proposing to conduct retail sales of Tobacco Products, referred to herein as the "Applicant," and shall be signed by such Person or an authorized agent thereof. All applications shall be submitted to the Director on a form supplied by the Director and contain, at a minimum, the following information:

(1) The name, address, and telephone number of the Applicant;

(2) The business name, address, and telephone number of the location where Tobacco Products are proposed to be sold, offered for sale or distributed by the Applicant; and

(3) Proof that the location for which a Tobacco Retailer's Permit is sought has been issued a valid state license for the sale of Tobacco Products, if the Tobacco Retailer sells products that require such license;

(4) A statement whether or not the Tobacco Retailer or any agent of the Retailer has been found to have violated this Chapter or other applicable law governing Tobacco Products or Tobacco Retailing and, if so, the dates and locations of all such violations within the previous five years; and

(5) Such other information as the Director determines is necessary for implementation of this Chapter.

(6) An application for a new or renewal Permit will be denied if there are any outstanding fines or late fees issued by the Director, or during any period of suspension.

(7)

It is the responsibility of each Permit holder to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer Permit. No Permit holder may rely on the issuance of a Permit as a determination by San Mateo County that the Permit holder has complied with all laws applicable to Tobacco Retailing. A Permit issued contrary to this Chapter or any other law, or on the basis of false or misleading information supplied by the Applicant, shall be revoked. Nothing in this Chapter shall be construed to vest in any person or entity obtaining or maintaining a Tobacco Retailer's Permit any status or right to act as a Tobacco Retailer in contravention of any provision of law.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.150 - Display of Permit.

Upon receipt of an application for a Tobacco Retailer Permit in compliance with the requirements of this Chapter, the Director or designee may issue a Permit which, if issued, must be prominently displayed in a publicly visible location at the location where Tobacco Product Sales are conducted and permitted.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.160 - Prohibitions Regarding Coupons, Discounts, Pharmacies, Flavored Tobacco, and Electronic Smoking Devices.

(a) No Tobacco Retailer shall do any of the following:

(1) Honor or redeem, or offer to honor or redeem, a Coupon to allow a Consumer to purchase a Tobacco Product for less than Full Retail Price;

(2) Sell any Tobacco Product to a Consumer through a multiple package discount or otherwise provide any such product to a Consumer for less than the Full Retail Price in consideration for the purchase of any Tobacco Product or any other item; or

(3) Provide any free or discounted item to a Consumer in consideration for the purchase of any Tobacco Product.

(b) No Person, Tobacco Retailer or other legal entity shall sell or distribute to a person any electronic smoking device that delivers natural or synthetic nicotine or any other substance(s) to the person inhaling from the device. This includes any component, part, or accessory intended or reasonably expected to be used with the electronic device, whether or not sold separately.

(c)

No Person or Tobacco Retailer shall sell or offer to sell any Flavored Tobacco Product or Tobacco Product Flavor Enhancer. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the Tobacco Product has or produces a Characterizing Flavor including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the Tobacco Product has a Characterizing Flavor.

(d) No Pharmacy or Pharmacy employee or agent shall sell or offer to sell any Tobacco Product. The Director shall not issue any new, or renew any existing, Tobacco Retailer Permit for any Pharmacy.

(e) Subdivisions (b) and (c) of this Section shall not apply to the duty-free stores located at the San Francisco International Airport.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.170 - Packaging and Labeling.

No Tobacco Retailer or other Person shall Sell or offer for Sale any Tobacco Product to any Consumer unless the Tobacco Product: (1) is Sold in the original manufacturer's Packaging intended for Sale to Consumers; (2) conforms to all applicable federal Labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.180 - Self-Service Displays Prohibited; On-Site, In-Person Sales Required.

(a) Tobacco Retailing by means of a Self-Service Display is prohibited

(b) All Sales of Tobacco Products and Tobacco Paraphernalia shall be conducted in person, over the counter, in the permitted location.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.190 - Notice of Minimum Age for Purchase of Tobacco Products.

Tobacco Retailers shall post conspicuously, at each point of purchase, a notice stating that Selling Tobacco Products to anyone under 21 years of age is illegal and subject to penalties. The form and content of such notice shall be subject to the approval of the Director.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.200 - Positive Identification Required.

No Tobacco Retailer or other Person shall Sell or offer to Sell a Tobacco Product to another Person without first verifying by means of government-issued photographic identification that the recipient is at least the minimum legal sales age required under state law to purchase a Tobacco Product.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.210 - Minimum Age for Individuals Selling Tobacco Products.

No Tobacco Retailer shall allow, at its Retail location, any individual who is younger than 21 years of age to Sell or offer to Sell Tobacco Products.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.220 - Display or Offers to Sell Tobacco Products Without Tobacco Retailer Permit Prohibited.

A Tobacco Retailer without a current valid Permit:

(a) Shall keep all Tobacco Products out of public view. The public display of Tobacco Products in violation of this provision shall constitute Tobacco Retailing without a Permit.

(b) Shall not display any advertisement relating to Tobacco Products that offers the Sale of such products from the Tobacco Retailer's location.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.230 - Limits on Eligibility for a Permit.

(a) No Tobacco Retailer's Permit may be issued to authorize Tobacco Retailing at or from other than a fixed location. For example, Sales by Persons on foot or from vehicles or other forms of mobile vending are prohibited.

(b) No Tobacco Retailer's Permit may be issued to authorize Sales of Tobacco Products at a temporary event, such as flea markets and farmers' markets.

(c) No new Tobacco Retailer Permit may be issued to authorize Tobacco Product Sales at any location within 1,000 feet of a Youth-Populated Area, as measured by a straight line from the nearest point of the property line of any parcel on which a Youth-Populated Area is located and any point along the property line of the parcel on which the Permit applicant has or proposes to locate the business.

(d) No new Tobacco Retailer's Permit may be issued for a location which is within 500 feet of a location already occupied by another Tobacco Retailer, as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing Tobacco Retailer's business is located.

(e) Tobacco Retailers with a current and valid Permit as of the date of adoption of this ordinance shall be exempt from subsections (c) and (d) of this Section unless the existing Tobacco Retailer fails to timely renew the Permit prior to its annual expiration.

(f) The Sale of Tobacco Products and accessories is prohibited in County owned structures and in any area of a structure leased by the County, wherever located.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.240 - Fees for Permit.

Tobacco Retailers shall pay all applicable fees at the rates set forth in section 5.64.070 of this ordinance code. Fees shall be used by the Director to administer and enforce this Chapter.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.250 - Enforcement.

(a) The Director or the Director's designee shall enforce this Chapter consistent with the provisions herein.

(b) Violations of this Chapter may be criminally prosecuted as infraction(s) or misdemeanor(s) at the discretion of the prosecuting attorney as the interests of justice require.

(c) This Section shall not be interpreted to limit the applicable civil or administrative remedies available under law.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.260 - Public Nuisance.

Any violation of this Chapter is hereby declared a public nuisance, subject to all applicable civil, administrative, and criminal remedies and penalties according to the provisions and procedures of contained in this Ordinance Code and state law, including but not limited to, an action for abatement or injunctive relief

(Ord. No. 04878, § 2, 5-23-2023)

4.98.270 - Compliance Monitoring.

(a) Compliance with this Chapter shall be monitored by the Director. In addition, any peace officer may enforce the provisions of this Chapter. The Director may designate additional persons to monitor and facilitate compliance with this Chapter.

(b) Individuals designated to enforce the provisions of this Chapter shall inspect each Tobacco Retailer at least two times during each twelve-month period to determine if the Tobacco Retailer is complying with all applicable laws. Compliance checks shall take place during normal business hours, with or without notice. If a violation has occurred, the Tobacco Retailer shall be inspected again within three months. All permitted premises must be open to inspection by designated persons during regular business hours.

(c) Nothing in this section shall create a right of action in any Tobacco Retailer or other person or entity against the County or its agents.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.290 - Suspension or Revocation of Permit.

(a) Grounds for Suspension or Revocation.

(1) A Tobacco Retailer Permit may be suspended or revoked, as set forth below in subdivision (b), if any court of a competent jurisdiction determines, or the Director finds, based on a preponderance of the evidence after notice and opportunity for the Tobacco Retailer to be heard, that either of the following violations have occurred:

i. After the Permit was issued it is determined that the Application for the Permit is incomplete or inaccurate.

ii. The Tobacco Retailer or Tobacco Retailer's agent has violated any of the requirements, conditions, or prohibitions of this Chapter or any applicable local, state, or federal tobacco-related law.

(2)

Notwithstanding the foregoing, a Tobacco Retailer Permit shall be suspended or revoked, for the maximum time periods and as set forth in subdivision (b), if any court of competent jurisdiction determines, or the Director finds, based on a preponderance of evidence and after notice and opportunity for the Tobacco Retailer to be heard, that the Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has Sold Tobacco Products to any Person(s) under the age of 21 years.

(b) Time Period of Suspension of Permit.

(1) Upon the first violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to 30 days.

(2) Upon the second violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to 90 days.

(3) Upon the third violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to one year.

(4) Upon the fourth violation within any sixty (60) month period, the Permit to Sell Tobacco Products shall be revoked. If a Permit is revoked, the Retailer shall not be eligible for a new Permit for a period of five (5) years after the effective date of revocation.

(c) Effective Date of Suspension or Revocation. Within ten (10) calendar days of the hearing, the Director shall issue written findings and an order regarding the suspension or revocation, which order will be effective ten (10) calendar days from the date such order was sent by certified mail to the Retailer, unless a timely appeal is filed in accordance with subsection (d).

(d) Appeal of Suspension or Revocation. The decision of the Director is appealable to the San Mateo County Licensing Board and the procedural rules of the San Mateo County Licensing Board shall govern hearings on all appeals of suspensions and revocations.

(1) An appeal must be in writing, be addressed to the Director and be hand- delivered to the offices of the Division of Environmental Health.

(2) An appeal must be received by the Director before the effective date of suspension or revocation provided by subsection (c) in order to be considered.

(3) The filing of a timely appeal will stay a suspension or revocation pending a decision on the appeal by the San Mateo County Licensing Board.

(4) The decision of the San Mateo County Licensing Board shall be a final administrative order, with no further administrative right of appeal.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.300 - Administrative Fine.

(a) Grounds for Fine. A fine shall be imposed on a Tobacco Retailer upon findings made by the Director, based on a preponderance of the evidence, that any Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has violated any of the requirements, conditions, or prohibitions of this Chapter. A fine shall be imposed in the maximum amounts set forth in subsection (b) of this section upon findings made by the Director that the Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has Sold any Tobacco Product to any Person(s) under the age of 21 years. Any administrative fine shall be imposed solely against the Tobacco Retailer, not the Tobacco Retailer's employees or agents.

(b) Amount of Fine. Upon written findings made by the Director under subsection (a), the person or entity holding the Tobacco Retailer Permit shall be subject to an administrative fine for each such violation as follows:

(1) A fine not exceeding five hundred dollars ($500.00) for a first violation within a sixty (60) month period; and

(2) A fine not exceeding one thousand dollars ($1,000.00) for each subsequent violation within a sixty (60) month period.

(c) Each day that Tobacco Products are Sold or offered for Sale without a Permit or otherwise in violation of this Chapter shall constitute a separate violation. A finding of "offered for Sale" in violation of this Chapter will be made if Tobacco Products are either actually Sold and/or displayed in the retail establishment, or if advertisements offering to Sell Tobacco Products are visible to customers.

(d) Fine Procedures. Notice of the fine shall be served on the Tobacco Retailer by certified mail. The notice shall contain a description of the facts upon which the asserted violation is based and an advisement of the right to request a hearing before the Director contesting the imposition of the fine. Said hearing must be requested within ten calendar days of the date appearing on the notice of the fine. The decision of the Director shall be a final administrative order, with no administrative right of appeal.

(e) Failure to Pay Fine. If a fine imposed pursuant to this Chapter is not paid within 30 calendar days from the date appearing on the notice of the fine or of the notice of determination of the Director after the review provided for under subdivision (c) of this Section, the fine may be referred to a collection agency within or external to the County. In addition, any outstanding fines must be paid prior to the issuance of any new Permit or renewal of a Permit.

(Ord. No. 04878, § 2, 5-23-2023)

4.98.310 - Enforcement of this Chapter in Cities.

The Director may administer and enforce the provisions of this Chapter on behalf of any city located within San Mateo County, within the jurisdictional boundaries of that city, if the city council of that city does each of the following:

(a) Adopts, and makes part of its municipal code:

(1) This Chapter 4.98 in its entirety by reference; or

(2) An ordinance that contains each of the provisions of this Chapter 4.98 verbatim with no additional provisions not included in this Chapter 4.98; and

(b) Authorizes, by ordinance or resolution, the Director to administer and enforce, on behalf of that city, the provisions of this Chapter as adopted pursuant to subsection (a) of this section.

(Ord. No. 04878, § 2, 5-23-2023)

STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: June 8, 2026

SUBJECT

Collect sewer service charges on the tax roll for residential customers with one dwelling unit per parcel

SUMMARY

The proposed action continues the fifth year of the City's pilot program to collect sewer service charges for single-family residential parcels through the County tax roll for FY 2026-27. The program has provided a secure and reliable revenue source for the Sewer Enterprise Fund, and no significant impacts observed on property tax default rates or Utility Rate Assistance Program enrollment. Staff recommends the City Council adopt a resolution approving the FY 2026-27 Sewer Service Charge Report and continued collection of sewer service charges on the tax roll. Prior to the recommended action, a public hearing is required to be held by the City Council to hear and consider any objections or protests to the FY 2026-27 Sewer Service Charge Report.

RECOMMENDATION

Hold a public hearing, and if protests are not made by a majority of the affected parcels, adopt a resolution adopting the Fiscal Year 2026-27 Sewer Service Charge Report and authorizing the collection of sewer service charges on the tax roll for residential customers with one dwelling unit per parcel (requires 5/7 vote).

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

On June 13, 2022, the City Council adopted Resolution No. 16051, authorizing the collection of sewer service charges for all residential parcels with one-dwelling unit through the County tax roll for fiscal year (FY) 2022-23 and also endorsed the transition to be conducted as a five-year pilot program. For sewer service charges to be collected on the tax roll, an annual report of parcels and proposed charges must be prepared and filed with the City Clerk, with a public hearing for the City Council to allow any protests against the proposed action to be heard. The City Council approved reports in 2023, 2024 and 2025. The FY 2026-27 Sewer Service Charge Report is on file with the City Clerk and available through the City's website (link).

If protests are not made by a majority of the affected parcels, the City Council may adopt a resolution adopting the Sewer Service Charge Report for the upcoming fiscal year, allowing for the continued collection of sewer service charges for all one dwelling-unit residential customers on the tax roll.

On May 6, 2024, the City Council adopted new sewer service rates and the annual sewer service charge amount for each parcel listed in the Sewer Service Charge Report is reflective of the newly adopted rate for single-family residential customers with one dwelling-unit per parcel for FY 2026-27.

ANALYSIS

Staff anticipate continued benefits from the collection of sewer service charges on the tax roll, beginning with a secure and reliable revenue stream for the Sewer Enterprise Fund. As the collector of general taxes, the County of San Mateo (County) guarantees payment of the total amount submitted for collection, paid to the City in installments throughout the fiscal year. As of May 2026, the City has received $15,499,324.56 (96%) of the sewer service charges billed on the tax roll for FY 2025-26, with the remaining 4% payment arriving near the fiscal year end. Additionally, a secured revenue source has the potential to improve the City's financial position, such as through improved bond ratings and lower borrowing costs when pursuing outside financing.

To monitor any unintended impacts of the pilot program, staff track trends across two key metrics: enrollment in the City's Utility Rate Assistance Program (URAP), and the rate of Redwood City single-family residential properties that both pay sewer service charges through the tax roll and defaulted on property tax payments. Additional information on each metric is provided below.

Financial Assistance

The City continues to assist utility customers in need through a utility rate assistance program. Originally started in 2016 as the Water and Sewer Rate Assistance Program, it was expanded in 2022 to the current Utility Rate Assistance Program to include assistance with solid waste rates. URAP enrollment has remained consistent as applicants are required to renew annually. Staff have not observed a significant increase in enrollment over the last four years to indicate a disproportionate impact from the sewer service charge billing transition on customers. Staff continue to promote awareness of URAP through the City's website, customer billing materials, and customer service interactions to help ensure eligible

households are aware of and able to access available assistance. Application forms and program information are accessible on the City's website (link).

County Default Rate

The County publishes property tax default rates following the end of a fiscal year. The County considers a property in default if property tax payment is not received by the December and/or April installment due dates. Staff have been tracking available property tax default rate data for Redwood City parcels and parcels transitioned to the tax roll billing method to assess any unintended impacts of the pilot program. The percentage of parcels in default that are also billed sewer service charges on the tax roll remains well below 0.5% and has not significantly changed since prior to the transition in billing. During the upcoming fifth year of the pilot, staff will conduct an assessment of the overall effectiveness and impact of the program. The evaluation will form the basis of the recommendation on whether or not to make the County tax roll collections permanent.

EQUITY IMPACT STATEMENT

As the pilot program enters its fifth year, staff will continue monitoring any unintended impacts associated with the transition to billing sewer service charges for residential one-unit parcels on the tax roll. Staff monitor property tax default rates for parcels billed through the tax roll, along with enrollment in the City's URAP program, to evaluate any potential impacts on affected households. Over the first four years of the transition, both metrics have remained generally stable, which would indicate a disproportionate impact on customers.

In addition, the Public Works Services Department continues outreach efforts to promote awareness of URAP and encourage participation by eligible households through the City's website, customer billing materials, and customer service interactions to help ensure residents are aware of and able to access available financial assistance resources.

FISCAL IMPACT

The County charges $1.42 per parcel to administer the collection of charges through the tax roll. This rate may fluctuate based on the County Labor Service Charge rate determined by the County Manager's Office during the County's budgeting process. The total costs of services will be capped at 5% of the amount submitted for collection. The expected cost of collecting sewer service charges for 13,760 parcels in FY 2026-27 is $19,539.20. The County will deduct this cost from payments distributed to the City. The cost of collecting charges through the tax roll is minimal compared to the $18.4 million in revenue that the County will guarantee by collecting sewer service charges in this manner.

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 publishing the Notice of Public Hearing in the *San Mateo Daily Journal* on May 20 and May 27. Additionally, the agenda, with the agenda items being listed, was posted at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may elect not to accept the recommended action and direct staff to revert customers back to being billed for sewer service charges through City issued utility bills.

ATTACHMENTS

Attachment A – FY2026-27 Sewer Service Charge Report
Attachment B – Resolution
Attachment C – Proof of Public Hearing Notice

REPORT PREPARED BY:

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APPROVED BY:

Adrian Lee, Interim Public Works Director
Patrick Hesinger, City Manager

Parcel Report for Proposed Collection of Sewer Service Charges on the FY2026-27 Tax Roll

The following report includes a description of each parcel of real property containing one dwelling unit and receiving sewerage services from the City of Redwood City as of May 6, 2026. These parcels are proposed to have the below listed charges collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes in fiscal year (FY)2026-27. For any questions regarding this report please contact Public Works Services at (650) 780-7464 and someone will be able to assist you.

Parcel numbers on this report are listed in numerical order. Viewers may search this document for parcel numbers by pressing CTRL-F and entering the desired parcel number in the search field. Parcel numbers can be obtained through the San Mateo County GIS website by conducting an address search. A link to the website is provided below:

San Mateo County GIS Portal
https://gis.smcgov.org/Html5Viewer/?viewer=raster

Parcel #	Sewer Service Charge FY2026-27
051160390	$1,342.80
051160400	$1,342.80
051162010	$1,342.80
051162030	$1,342.80
051171010	$1,342.80
051171020	$1,342.80
051171030	$1,342.80
051171040	$1,342.80
051171050	$1,342.80
051171060	$1,342.80
051171070	$1,342.80
051171140	$1,342.80
051172010	$1,342.80
051172020	$1,342.80

051172030	$1,342.80
051172040	$1,342.80
051172050	$1,342.80
051172070	$1,342.80
051172080	$1,342.80
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051172100	$1,342.80
051172110	$1,342.80
051172120	$1,342.80
051172130	$1,342.80
051172140	$1,342.80
051172150	$1,342.80
051172160	$1,342.80
051172170	$1,342.80
051172180	$1,342.80
051172190	$1,342.80
051172200	$1,342.80
051172210	$1,342.80
051172220	$1,342.80
051172230	$1,342.80
051172240	$1,342.80
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117660070	$1,342.80
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118400070	$1,342.80
118400080	$1,342.80

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING THE FISCAL YEAR 2026-27 SEWER SERVICE CHARGE REPORT AND AUTHORIZING THE COLLECTION OF SEWER SERVICE CHARGES ON THE TAX ROLL FOR RESIDENTIAL CUSTOMERS WITH ONE DWELLING UNIT PER PARCEL

WHEREAS, on May 6, 2024, the City Council of the City of Redwood City ("City") adopted Ordinance No. 2537, which established and levied sewer service charges upon each premises or any portion thereof that receives or uses sewerage service from the City's sewerage facilities; and

WHEREAS, the sewer service charges were adopted in compliance with Article XIIID, Section 6 of the California Constitution, Government Code section 53750 et seq., and Health and Safety Code section 5471; and

WHEREAS, the City would like to continue imposing the previously adopted sewer service charges on residential customers with one (1) dwelling unit on an annual basis by collecting the sewer service charges for those customers on the tax roll pursuant to Health and Safety Code section 5473 et seq.; and

WHEREAS, the City prepared a written report for Fiscal Year 2026-2027 ("Report"), which contains a description of each parcel of real property, containing a residential customer with one (1) dwelling unit, that receives sewerage services from the City's sewerage facilities and the amount of the sewer service charge for each of those parcels for the Fiscal Year 2026-2027, computed in conformity with the sewer service charges set by Ordinance No. 2537; and

WHEREAS, the Report is on file with the City Clerk and available to the public; and

WHEREAS, the Report provides that the sewer service charges for each parcel listed in the Report will be $1,342.80 for Fiscal Year 2026-2027; and

WHEREAS, at its meeting on June 9, 2026, after duly publishing all required notices, the City Council held a public hearing as part of a regularly scheduled meeting to consider the Report for adoption and heard and considered all objections or protests to the Report, if any.

NOW, **THEREFORE**, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY 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 finds and determines that notice of the filing of the Report and of the time and place of the hearing thereon was published in accordance with Health and Safety Code Sections 5473.1.

Section 3. After hearing and considering all objections or protests to the Report, if any, the City Council finds that protest was not made by a majority of the separate parcels of property described in the Report and hereby adopts the Report.

Section 4. The sewer service charges listed in the Report shall be collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes for Fiscal Year 2026-2027.

Section 5. The County Controller of the County of San Mateo is hereby authorized to collect the sewer service charges listed in the Report on the tax roll.

Section 6. This resolution shall take effect immediately.

* * *

AFFIDAVIT OF PUBLICATION
SAN MATEO DAILY JOURNAL

STATE OF CALIFORNIA
County of San Mateo

The undersigned declares: That at all times hereinafter mentioned, affiant was a permanent resident of the United States, over the age of eighteen years old, and was at and during all said times. The Office Manager of the San Mateo Daily Journal, a newspaper published daily in the County of San Mateo, State of California. The notice mentioned was set in type no smaller than nonpareil and was preceded with words printed in black face type not smaller than size 6, describing and expressing in general terms, the purpose and character of the notice intended to be given; that the

PUBLIC NOTICE

CITY OF REDWOOD CITY

Of which the annexed is a printed copy was published and printed in said newspaper on the 20th Day of May 2026 and on the 27th Day of May 2026.

I declare under penalty of perjury that the foregoing is true and correct.

JP Uganiza

Dated at San Mateo, California,
This 20th Day of May 2026

CITY OF REDWOOD CITY
NOTICE OF PUBLIC HEARING

CITY COUNCIL REGULAR MEETING
Monday, June 8, 2026

MEETING PARTICIPATION
Members of the public may attend in person or participate remotely:

In person:
City Hall Council Chambers
1017 Middlefield Road
Redwood City, CA 94063

Via Video Conference:
https://redwoodcity.zoom.us/j/99481825639
Meeting ID: 994 8182 5639
Dial-in (669) 900 6833

NOTICE IS HEREBY GIVEN that the City Council of Redwood City will hold a public hearing to consider a proposed resolution authorizing the collection of sewer service charges on the tax roll for Fiscal Year 2026-27.

The City of Redwood City is considering whether to continue to collect charges for its sewerage services provided to residential customers with one dwelling unit on the tax roll. City staff prepared a report for Fiscal Year 2026-2027, which includes a description of each parcel of real property containing one residential dwelling unit and receiving sewerage services from the City and the sewer service charges for each of those parcels for the year. This report is on file with the City Clerk and available to the public.

The public hearing will be held on **Monday, June 8** at 6:00 o'clock p.m., or soon thereafter as the matter may be heard, in the Council Chambers of City Hall, 1017 Middlefield Road, Redwood City, California, at which time and place all interested persons shall have the opportunity to present their concerns to the City Council. If you would like to participate in the public hearing, you may do so by attending in person or joining the meeting via the Zoom Teleconference information provided above.

If you wish to submit written public comment, please send an email to the City Council at council@redwoodcity.org. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record; however, written public comments will not be read aloud during the City Council meeting. Comments may also be provided during the public hearing by following the instructions on the agenda, which will be published at least 72 hours in advance here: www.redwoodcity.org/councilmeetings.

Yessika Castro
City Clerk

Publication Date: May 20, 2026 & May 27, 2026

Tobacco Retailer Permit Ordinance

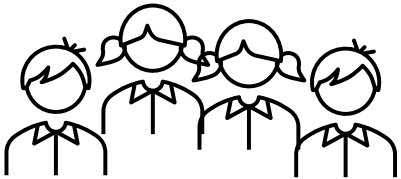
June 8, 2026

Presentation Outline

- Brief recap of the April 27 presentation
- Staff Recommendation and Action Taken
- Recommendation

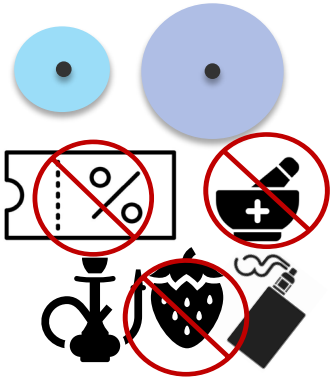
April 27 Staff Presentation Summary

State laws now ban flavored tobacco in most forms. Redwood City and San Mateo County also ban e-cigarettes and vapes.



Youth Access and Use

Since adoption, youth access and use has dropped – and so has adult use



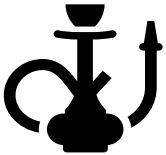
San Mateo County updates law to add restrictions on locations, discounts, types of products sold

Staff Recommendation from April 27

- County manages all administration at no cost to the City's General Fund
- Retailers pay significantly less for Tobacco Retailer Permits

- County is able to implement immediately after the Ordinance Effective Date

- County manages all enforcement in cases where retailers are unpermitted or selling illegal products



- County permits hookah lounges to offer non-tobacco hookah to keep operating

April 27 City Council Action

Waive the first reading and introduce an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations), to **(1)** repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), **(2)** adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and **(3)** amend Article I Section 15.2 (Definitions).

City Council voted to approve the staff recommendation 5-2

Recommended Action: June 8

1. Waive the second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations), to **(1)** repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), **(2)** adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and **(3)** amend Article I Section 15.2 (Definitions).

Redwood
City
California
Founded 1867

City Council Questions

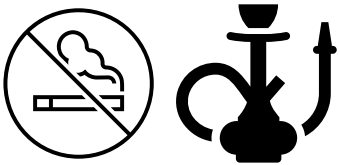
1) Does the City Council support strengthening tobacco retailer regulation, inspections, and enforcement in Redwood City, particularly to address youth access and illegal sales?

2) If so, does the City Council support adopting the San Mateo County Tobacco Retailer Permit Ordinance as the most efficient, cost-effective and immediately implementable approach?

History of Redwood City Tobacco Retailer Permits

2009

Adopted Tobacco Retailer Permit Ordinance



2021

Adopted Flavored Tobacco Ordinance – but allowed on-site hookah consumption

2022

County stopped enforcing RWC Tobacco Retailer Permit Ordinance

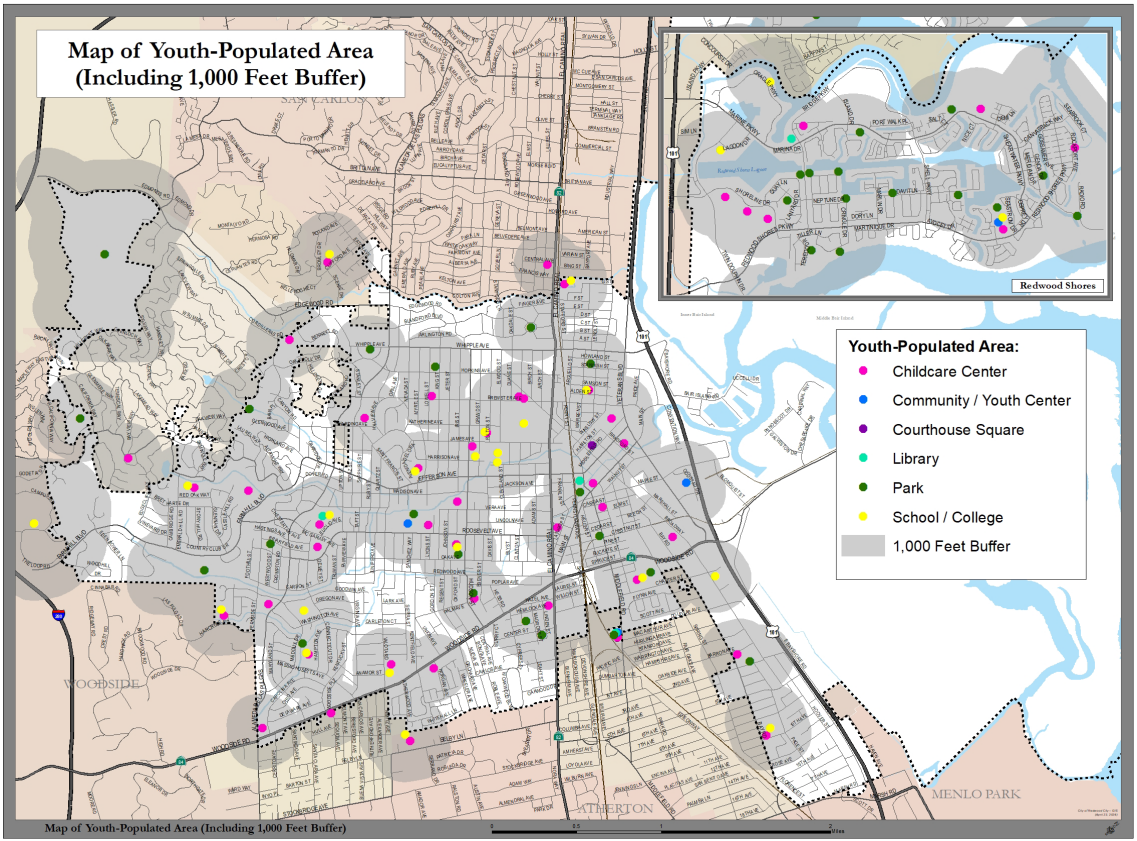
2024

RWC has study session on Tobacco Retailer Permits

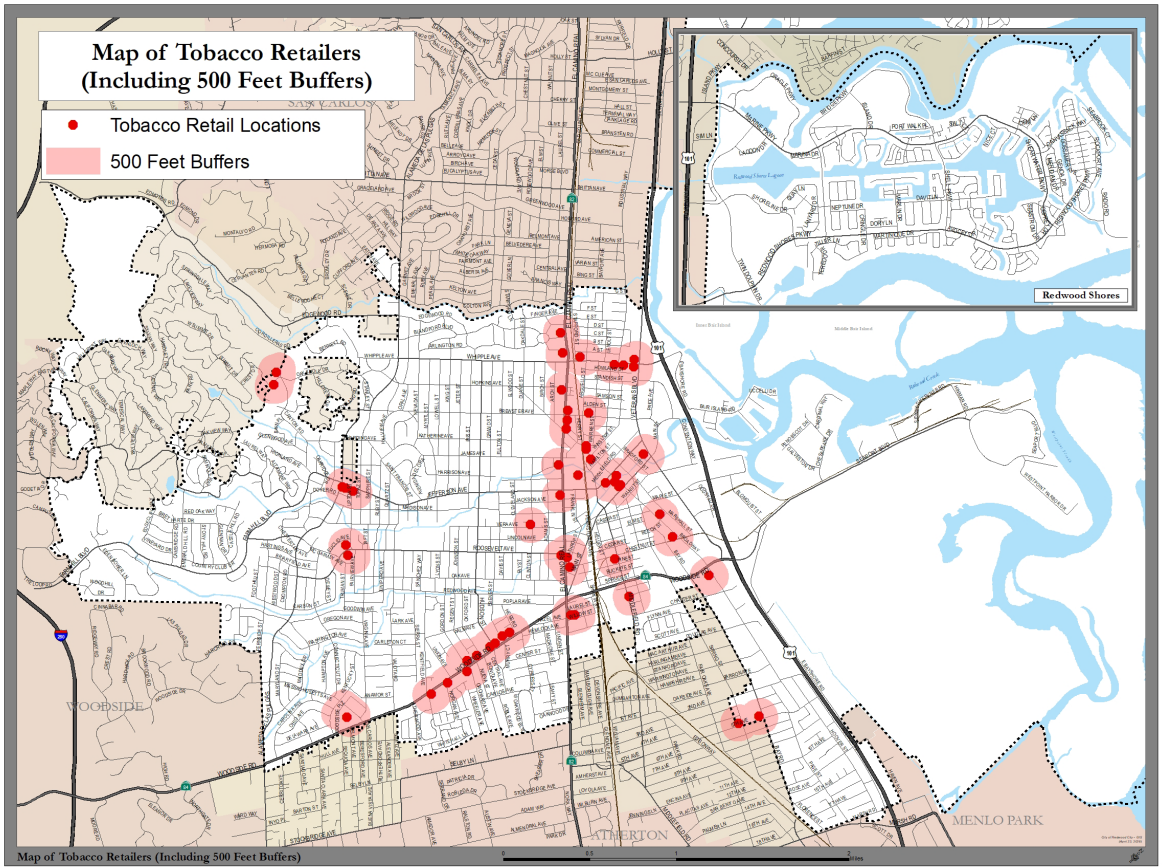
Outreach to Tobacco Retailers

Existing or Proposed Regulation	Supported	Did Not Support	No Opinion
Ban on all flavored tobacco			
Ban on e-cigarettes			
Requiring Tobacco Retailer Permit			
Adopting County Ordinance			
Enforcement and Penalties Only			

Youth-Populated Areas in Redwood City



Tobacco Retailers density influences level of use



Addressing Councilmember Questions

Question	Response
Can Redwood City run a separate program just for the businesses offering hookah on-site?	No, this would mean adopting an ordinance that does not exactly match the County's, and then they would not enforce.
Can Redwood City collaborate on permitting/enforcement with other cities?	No other cities with their own programs were interested in collaborating due to either a small number of retailers or distance from Redwood City
Would the County reconsider its stance on flavored hookah tobacco?	No, the County has remained firm on its position that flavored tobacco is flavored tobacco, and there is no interest in allowing it.

Cities which use the County Tobacco Retailer Permit program

City Name	# Retailers	# Hookah
Brisbane	2	0
Colma	2	0
East Palo Alto	12	0
Menlo Park	24	0
Millbrae	12	0
San Bruno	32	0
San Carlos	12	0
San Mateo	49	0
South San Francisco	38	1 (Non Tobacco)
Uninc. San Mateo County	17	0

Cities using their own Tobacco Retailer Permit program

City Name	# of Retailers	# of Hookah
Burlingame	16	1
Foster City	7	1
Pacifica	23	0

Cities which have no active Tobacco Retailer Permit program

City Name	# of Retailers	# of Hookah
Atherton	0	0
Belmont	8	0
Daly City	48	1
Half Moon Bay	1	0
Hillsborough	1	0
Portola Valley	2	0
Redwood City	55	3
Woodside	3	0

City Council Questions

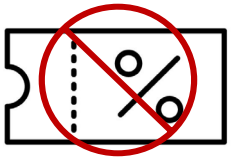
1) Does the City Council support strengthening tobacco retailer regulation, inspections, and enforcement in Redwood City, particularly to address youth access and illegal sales?

2) If so, does the City Council support adopting the San Mateo County Tobacco Retailer Permit Ordinance as the most efficient, cost-effective, and immediately implementable approach?

Components of the May 2023 San Mateo County Ordinance

No new tobacco retailers within 500' of existing tobacco retailer

No new tobacco retailers within 1000' of Youth-Populated Area

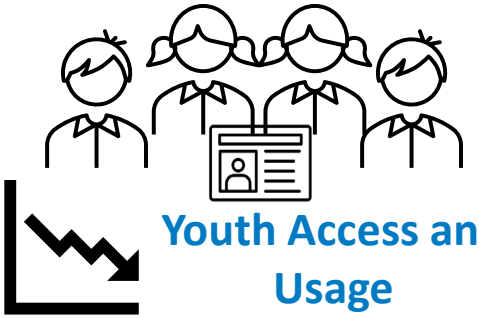


No discounts or coupons on sales of tobacco products

No sales of flavored tobacco or e-cigarettes of any kinds

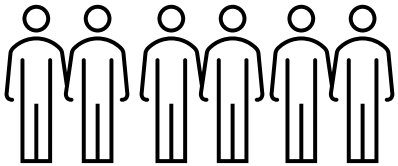
No sales of any tobacco products at pharmacies

Why Tobacco Laws Across the State Have Become Stricter

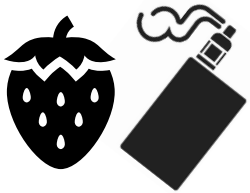


Youth Access and Usage

Density of Retailers

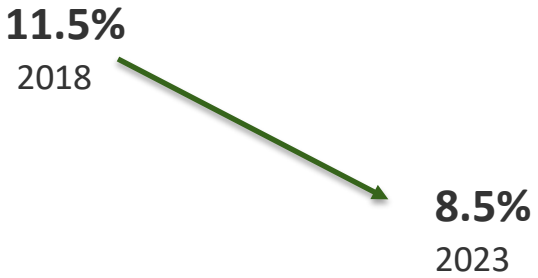


Disparate Impact

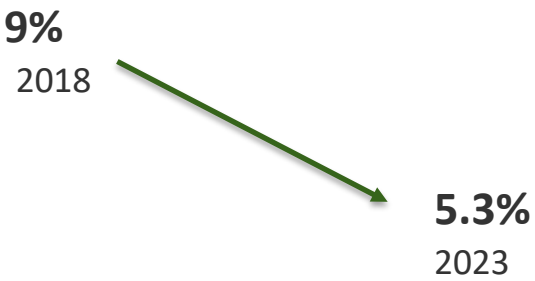


Addiction Potential

Early Results of Bans and Restrictions



% of Redwood City Residents Using Tobacco



% of California Residents Using Tobacco

% of San Mateo County 11th graders reporting current tobacco use

% of San Mateo County 11th graders reporting current vape usage

Next Steps if Redwood City Chooses to Do its Own Ordinance

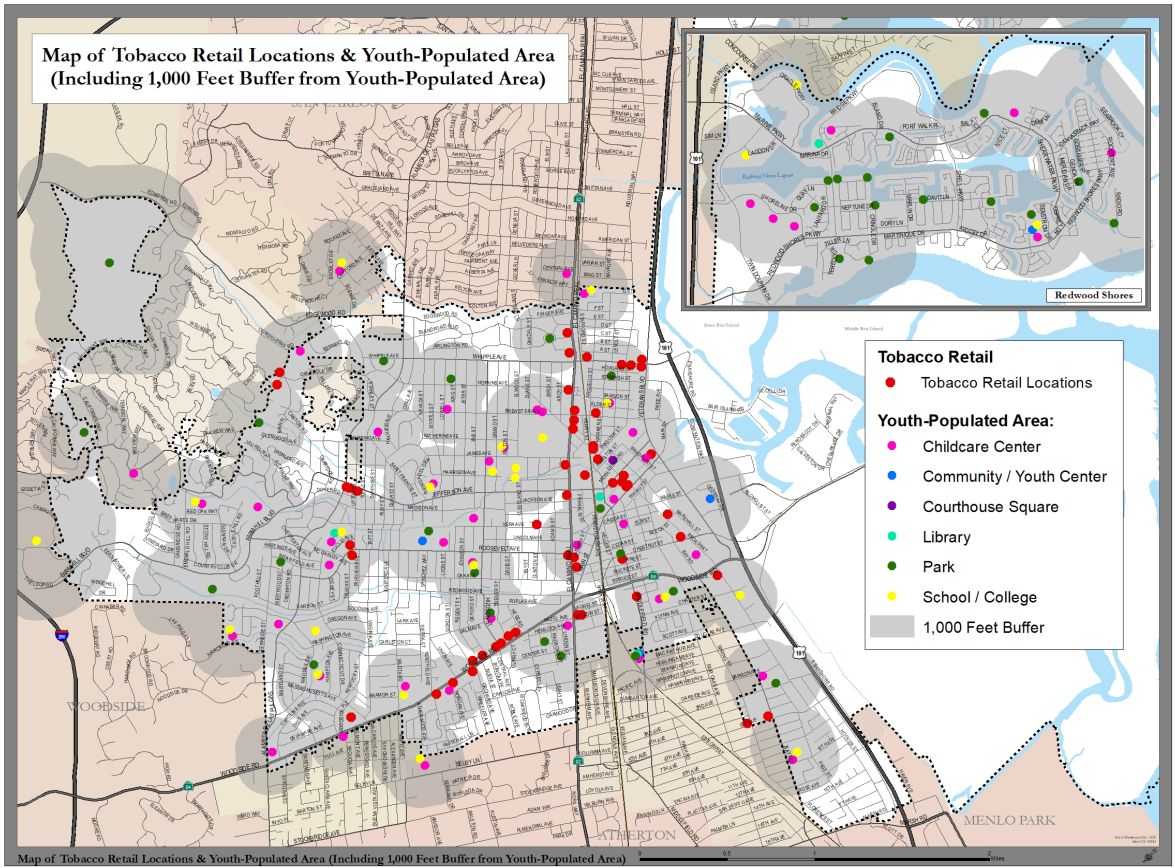
Action Step	Timeline
Draft ordinance language and return to City Council for adoption	3 months to first draft; 6 months to adoption
Conduct fee study for setting program fees	3 months
Train staff on Tobacco Laws and new permit program	1 month after ordinance parameters set
Conduct outreach and training to Tobacco Retailers on new regulations and Tobacco Retailer Permit Program	2 months after adoption of ordinance

Projected Costs of Program Launch and Operation

Cost per business is calculated assuming all businesses come into compliance; enforcement assumed at .75 hrs per business

Step	Cost of This Step	Cost per Business	Fee
Program Development	~$21,800	$390	Initial Processing Fee - $1,038
Initial Application	~$36,300	$648	
Annual Oversight, Inspections, Monitoring and Enforcement	~$75,500	$1,349	Annual Tobacco Retailer Permit - $1,349
New Business Permit	N/A	$459	New App Fee - $459

RWC Tobacco Retailers are near Youth Populated Areas



Fiscal Year 2026-27 Recommended Budget

June 8, 2026

Fiscal Year 2026-27 Budget Timeline

February 2026

February 23
Mid-Year Budget Update

April 2026

April 27
Capital Improvement Program (CIP) Study Session

June 2026

June 8
Recommended Budget Submitted to City Council

June 22
Budget Public Hearing & Adoption

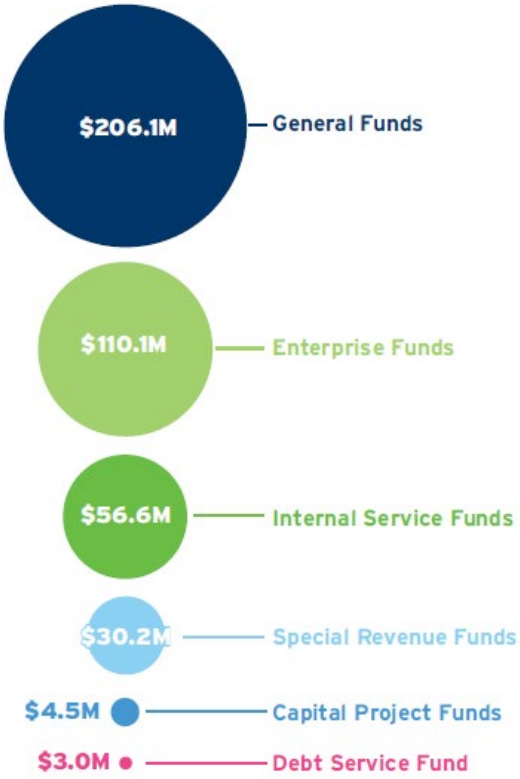
Questions for City Council

- Does the City Council have questions or feedback on:
  - 10 Year Forecast and financial trends?
  - City department operations as proposed in the FY 2026-27 Recommended Budget?

Presentation Overview

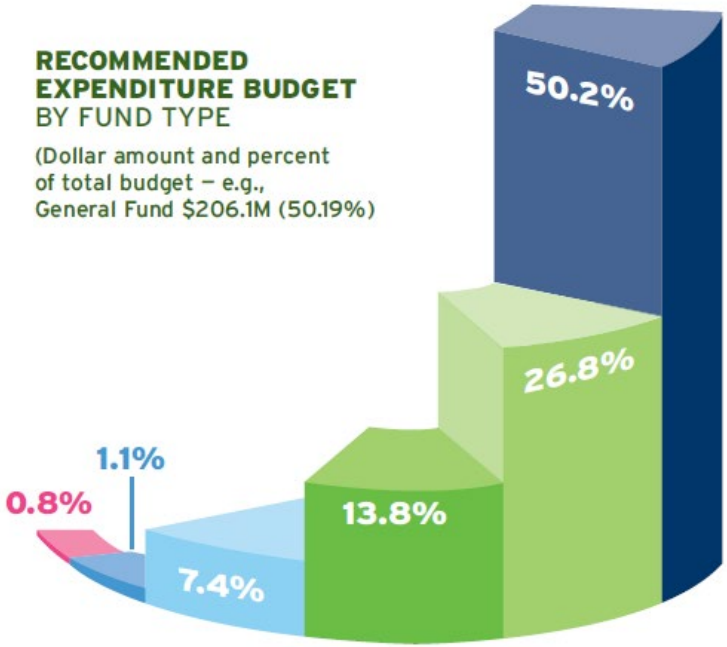
- Budget overview, economic outlook and 10-year forecast
- Advancing City Council and community priorities
- Questions and answers
- Resolution setting public hearing

FY 2026-27 Operating Budget in Brief



RECOMMENDED EXPENDITURE BUDGET
BY FUND TYPE

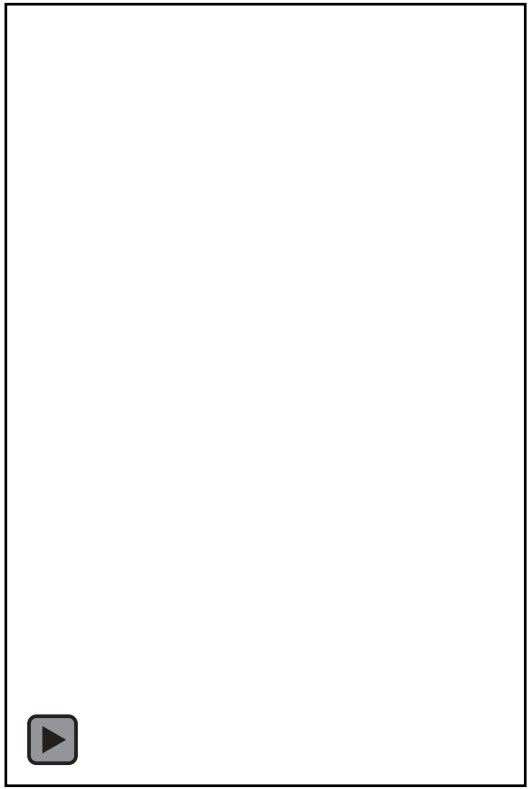
(Dollar amount and percent of total budget – e.g., General Fund $206.1M (50.19%)



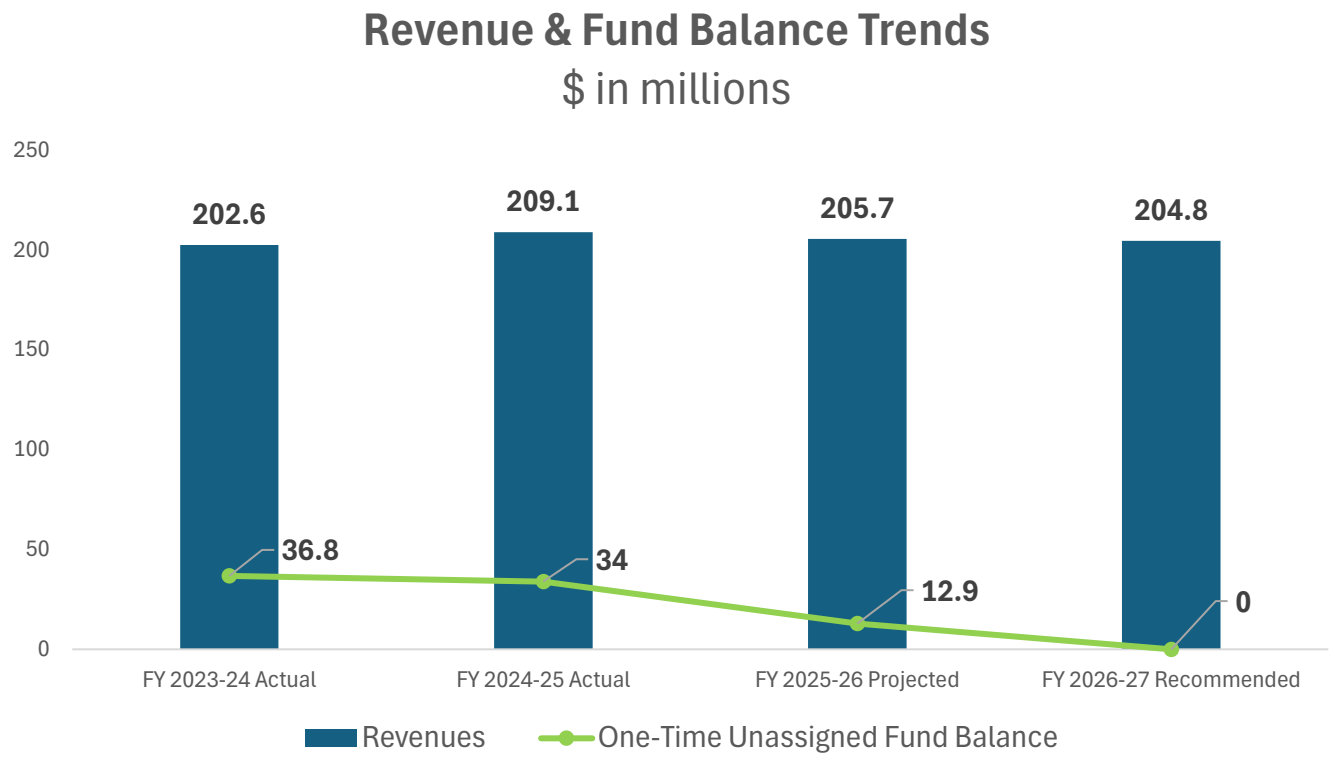
FY 2026-27: A Financial Transition

Following several years of strong revenues, major capital investments, and significant organizational expansion, the City is now entering a period that ***requires increased fiscal discipline, prioritization, and long-term planning****. While Redwood City remains financially stable and well-positioned relative to many jurisdictions,* ***the fiscal environment facing local governments has fundamentally changed****.*

Patrick Heisinger, City Manager



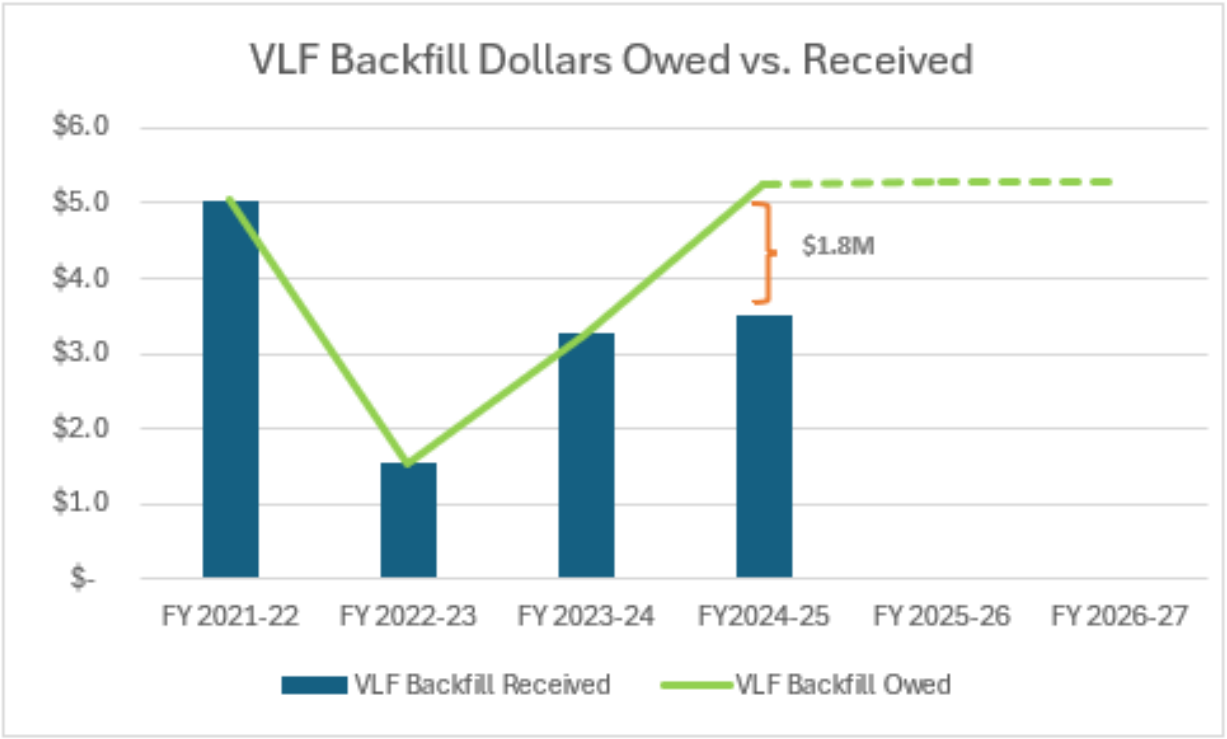
What Has Changed?



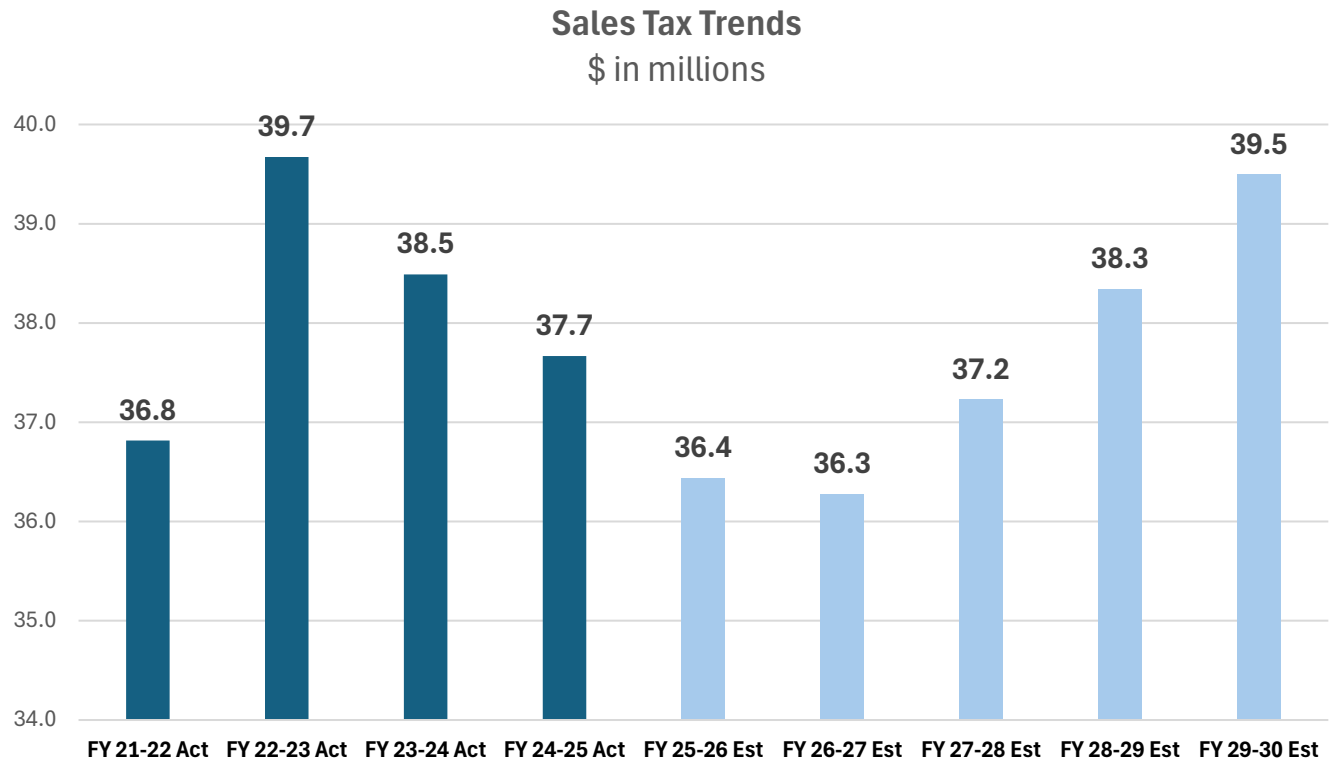
Weaker Revenue Outlook

- State's failure to provide Vehicle License Fee (VLF) backfill monies, resulting in a **loss of $5.3 million in General Fund revenues**
- Sales tax collection have **declined annually since peaking in FY 2022-23**. **Sales tax collections in FY 2026-27 projected at 8.6% below the amount collected in FY 2022-23**.
- Business License Tax **(BLT) performing slightly below forecast**
- **Loss of certain grants**
- **Reductions in some long-standing General Fund revenues**, which are now attributed to other funds.
- Significant **valuation reductions on key properties** may **temper property tax revenues in future years**.

VLF Backfill



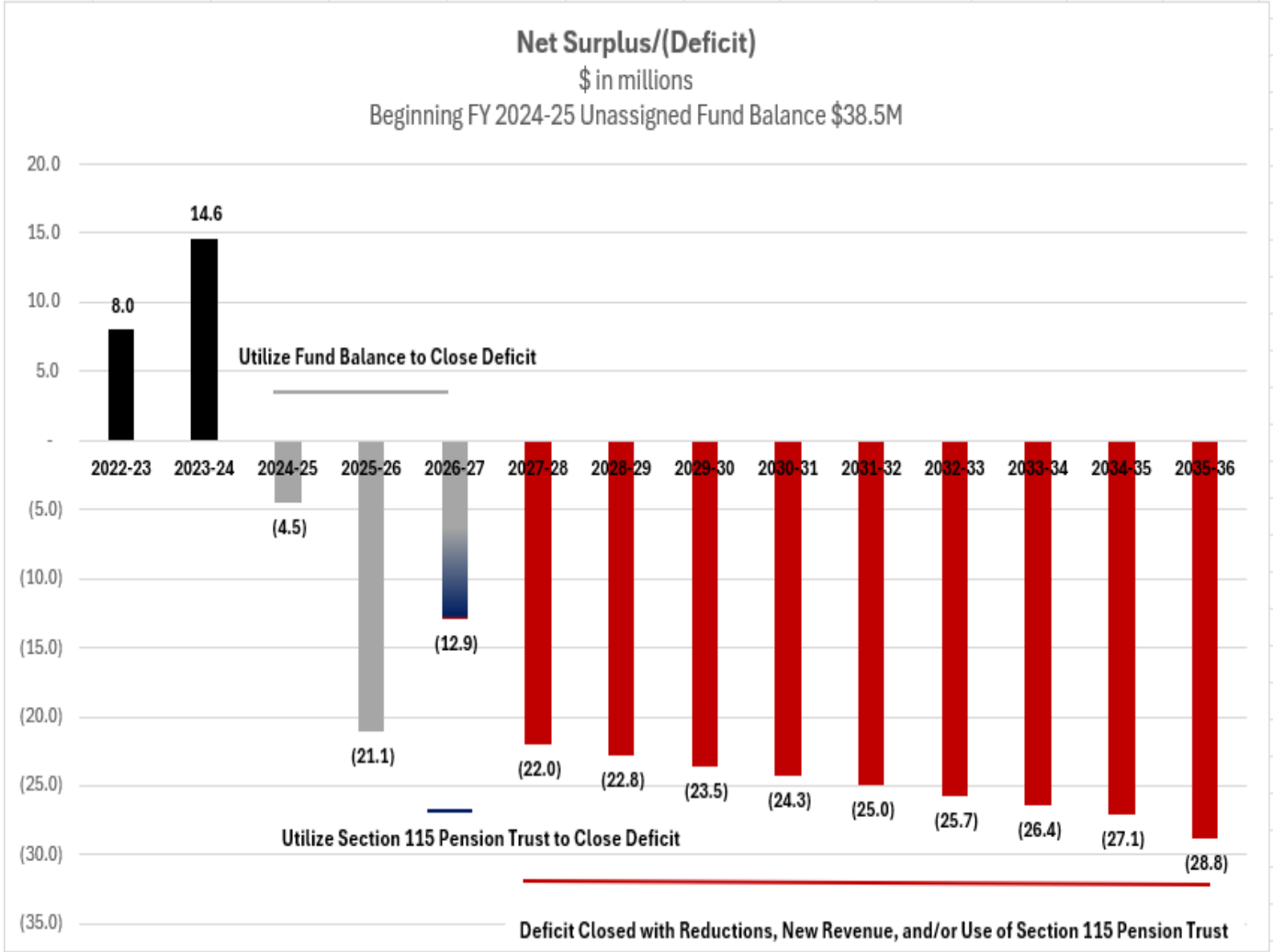
Sales Tax Performance



Can’t Win for Losing

Sales tax declines & loss of VLF backfill in FYs 25-26 and 26-27 essentially **negate anticipated BLT increases**

Measure BB - Business License Tax **(BLT) intended to increase General Fund revenues** in FYs 25-26 & 26-27 to address long-standing needs


Net Surplus/(Deficit)
$ in millions
Beginning FY 2024-25 Unassigned Fund Balance $38.5M
20.0
15.0
10.0
5.0
-
(5.0)
(10.0)
(15.0)
(20.0)
(25.0)
(30.0)
(35.0)
2022-23
2023-24
2024-25
2025-26
2026-27
2027-28
2028-29
2029-30
2030-31
2031-32
2032-33
2033-34
2034-35
2035-36
8.0
14.6
(4.5)
(21.1)
(12.9)
(22.0)
(22.8)
(23.5)
(24.3)
(25.0)
(25.7)
(26.4)
(27.1)
(28.8)
Utilize Fund Balance to Close Deficit
Utilize Section 115 Pension Trust to Close Deficit
Deficit Closed with Reductions, New Revenue, and/or Use of Section 115 Pension Trust

Economic Uncertainty: The New "Normal"

Budget Highlights: Focusing on the Fundamentals

- Enhancing Quality of Life
- Promoting Public Safety & Operational Readiness
- Maintaining Critical Infrastructure
- Modernizing Service Delivery
- Delving into Key Policies
- Evaluating New Regulations

Enhancing Quality of Life

Establish	Establishing **Neighborhood Response Team**
Improve	Improving **pedestrian mall and beautification** to enhance the downtown experience
Upgrade	Upgrading **restrooms at downtown library**
Promote	Promoting **traffic calming and traffic safety**

Promoting Public Safety & Operational Readiness

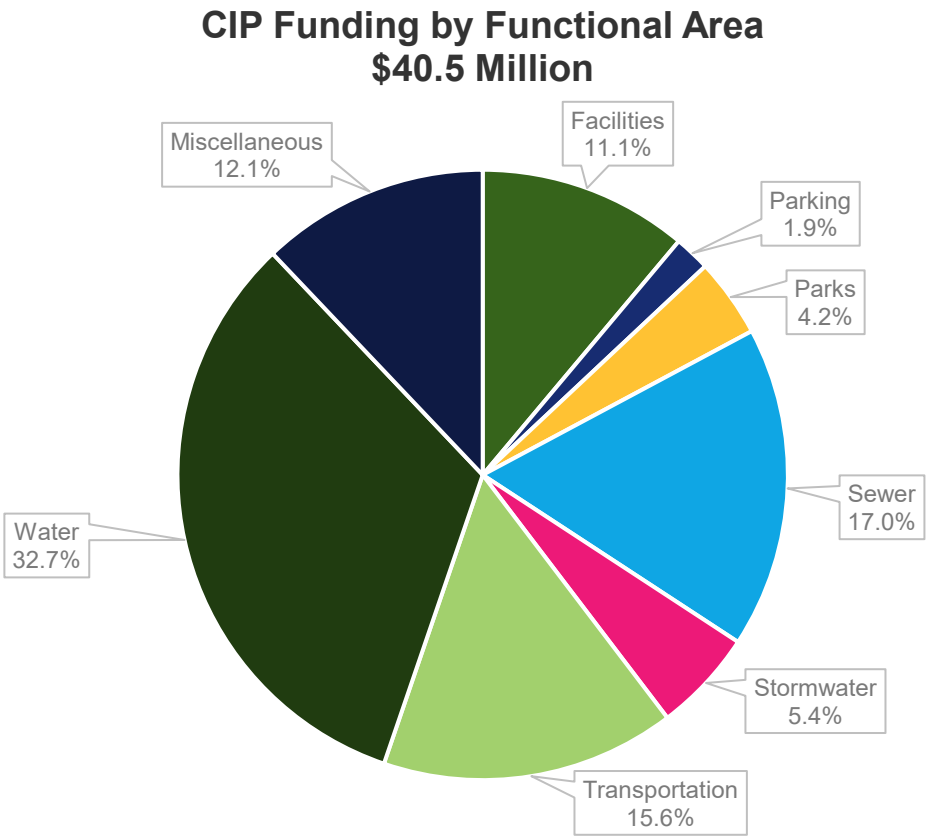
Funding two previously frozen **police officer positions**

Fire Department **training & professional development**

Fire mitigation in parks & open spaces to reduce wildfire risk

Investment in **cybersecurity and technology initiatives**

Maintaining Critical Infrastructure



Modernizing Service Delivery

- Customer-first service improvements
- Digital modernization and automation
- Highest priority: improving functionality and long-term effectiveness of the City's financial and human resources enterprise resource planning (ERP) systems
- Improvements to land-use regulations and permit streamlining

Key Policy Work for FY 2026-27 (Existing)

- Mobile Vending Ordinance
- SR 79 Implementation, Historic Preservation, Mills Act
- Recycled Water Master Plan
- Objective Design Standards
- Study Sessions: Parking, GDAP, Children & Youth Initiative
- Development Projects: Redwood Life & Stanford Cancer Center

Key Policy Work for FY 26-27 (New)

- Explore project labor agreements
- 5-year economic vitality strategy
- Investigate new revenue options
- Comprehensive facility & infrastructure planning/funding strategies
- Zoning code amendments to improve customer service & lower costs
- Improve ERP functionality & continue to implement financial best practices
- Intergovt.: County, Caltrain, SVCW, Port, OneShoreline, San Carlos, Menlo Park, Belmont

Careful Evaluation of New Regulations

Respectfully ask that we **exercise discipline when considering new regulations** and **carefully evaluate their potential impacts** on investment, business growth, and economic vitality, whether affecting major employers, small businesses, commercial property owners, or residents seeking to improve their homes.

Questions for City Council

- Does the City Council have questions or feedback on:
  - 10 Year Forecast and financial trends?
  - City department operations as proposed in the FY 2026-27 Recommended Budget?

Staff Recommendation

1. Provide feedback on the FY 2026-27 Recommended Budget; and

2. Adopt a resolution setting June 22, 2026 as the date for the public hearing on and adoption of the Fiscal Year 2026-27 Budget, directing copies of the Recommended Fiscal Year 2026-27 Budget to be filed with the City Clerk, and authorizing and directing the City Clerk to publish notice of the availability of the Fiscal Year 2026-27 Recommended Budget and the date of the public hearing.

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8.A. Initiative to impose additional rent control and just cause eviction limits

June 8, 2026

Presentation Outline

1. Questions for City Council
2. Background on election process and timeline
3. Clarifying questions about the election process
4. State context
5. Overview of the proposed ordinance
6. Overview of 9212 report
7. Projected implementation timeline
8. Recommendations
9. Questions for City Council

Questions for City Council

1. Does the City Council have any questions about the election process?
2. Does the City Council have any questions regarding the Proposed Ordinance
3. Does the City Council have any questions regarding the 9212 report?

Background and Timeline

Oct. 29, 2025	Notice of Intent to Circulate an Initiative Petition and copy of the proposed ordinance filed with City Clerk
April 22, 2026	Proponents submitted petition signatures to City Clerk; accepted following raw count
May 13, 2026	San Mateo County Elections Office confirmed the petition achieved required number of signatures to qualify
June 8, 2026	City Council to accept certification of petition and receive 9212 report
	Option 1 - Adopt the ordinance without alteration
	Option 2 - call an election and place the proposed ordinance on the ballot
Nov. 3, 2026	Next Election

Recommendations

A. By motion, accept certification of signature verification for *An initiative to impose additional rent control and just cause eviction limits in Redwood City),* **and**

B. Pursuant to Elections Code Section 9215 take either of the following actions:

1. Adopt within 10 days, and without alteration, the Proposed Ordinance; "Waive the first reading and introduce an ordinance repealing Chapter 42 (Tenant Protection Ordinance) of the Redwood City Code and adopting a new Chapter 42 (Redwood City Fair and Affordable Housing Ordinance) of the Redwood City Code"

   or

2. Adopt a resolution calling for an election to be consolidated with the Statewide General Election on November 3, 2026, for the purpose of submitting to the voters *an initiative to amend the Redwood City Municipal Code to impose additional rent control and just cause eviction limits*

Updated Ballot Question

- Shall the measure that caps annual rent increases for units built before February 1, 1995, to 60% of the increase in the Consumer Price Index, with maximum increase of 5%, and for rental units regardless of when built, increases requirements for just cause evictions, requires relocation payments of at least $12,000 for no-fault evictions, provides additional tenant protections, and creates a new City-administered renter's rights protection program funded through annual landlord assessments, be adopted?

Clarifying Questions about Election Process

- Does the City Council have any questions about the election process?

State Context

- Costa Hawkins Rental Housing Act places **limits on local rent stabilization** by:
  - *Exempting:*
    - Single family homes
    - Condominiums
    - New construction built after February 1, 1995
  - *Requiring "vacancy decontrol"*
    - Rental rates can be reset at the start of a new tenancy

Overview of Proposed Ordinance

- **Rent Stabilization**
  - 60% of the percentage change in Consumer Price Index (CPI) - max 5%
  - Rent rollback to October 29, 2025
  - No banking and limits utility billing
  - Fair return petition allowed

- **Just Cause for Eviction**
  - Expanded at-fault just cause protections
  - Expanded protections for students, educators, elderly, disabled or terminally ill tenants
  - No waiting period

- **Right to Return**
  - Owner-move in, substantial remodel, demolition, or withdrawal
  - Same lease terms and rent
  - Never expires

Overview of Proposed Ordinance Cont.

- **Relocation Assistance**
  - 4 months Fair Market Rent (FMR) or $12,000 minimum
  - Additional $6,000 for elderly, disabled or terminally ill tenants
  - Adjusted annually by CPI change
- **Tenant Safety Plan**
  - Required for any construction, repairs or renovations (emergency repairs excluded).
  - Must be approved by the City
  - Short-term relocation assistance for construction less than 30 days
- **Anti-harassment**
  - Provides anti-harassment protections
- **Administration**
  - Rent registry – tracking rent increase, changes to tenancy, termination notices, fees, buyout agreements, etc.
  - Petitions & appeals – rent increase & decrease, tenant safety plans, relocation assistance eligibility
  - Free legal counsel for low-income tenants
  - Fee-funded system. Costs cannot be covered by General Fund

Applicability of Proposed Ordinance

Unit Type	Fully Covered	Partially Covered
Multi-family 2+ units – pre-1995	X	
Multi-family 2+ units – post-1995		X
Single-family homes & condos		X
ADUs - pre-1995	X	
ADUs – post-1995		X
Deed-restricted affordable housing – pre-1995	X	
Deed-restricted affordable housing – post-1995		X
Mobilehomes*	X	

**Mobilehome Residency Laws regulates evictions from mobilehome spaces and exempts certain mobilehome spaces from local rent control laws.*

Comparison of State Law, Tenant Protection Ordinance (TPO), and the Proposed Ordinance

	State Law	City TPO	Proposed Ordinance
Applicability	Generally, exempts single family homes/condos/ADUs, affordable housing, mobile homes, new construction (built in last 15 years)	Same as State law	- Single family/condos & multi-family built after 1995 are exempt from rent stabilization. - All other requirements generally apply to all units
Rent Stabilization/ Control	**Yes -** 5% + change in CPI or **10%**, whichever is lower	No – defers to State Law	60% of the % change in CPI, max 5%
Just Cause for Eviction	Yes – applies after 12 months of tenancy	Same as State law	Yes – no waiting period & expands protections
Right to Return	No	Yes – substantial remodels	Yes – all no-fault just causes
Relocation Assistance	1 month rent to all tenants	Same as State law + 3-4 months FMR for qualifying tenants	4 months FMR or $12,000 minimum + $6,000 for protected tenants
Anti-Harassment	Yes	No – defers to State Law	Yes

Right to Return Requirements

All tenants have a right to return for the following no-fault just causes:

- **Owner move-in**
  - Cannot evict if tenant is 62+ years or disabled and lived in unit for 3+ years; or terminally ill
  - No evictions during school year for households with children or educators
- **Substantial renovation**
  - Requires a City-approved tenant safety plan
  - Optional short-term relocation assistance
  - Limitations on evictions during school year for households with children or educators
- **Demolition**
  - Rent control provisions apply to new replacement units if constructed on same property and within five years
  - Extended noticing requirements
- **Withdrawal**
  - Extended noticing requirements
  - Right to return does not expire and is applicable to any successor owners
  - Landlords liable for punitive damages if unit returned within certain timeframe

Right to Return Comparison

Right to Return	Proposed Ordinance	City TPO
Owner Move In **Not re-occupied**	Yes – same lease terms and rent	Yes – same rent and lease terms *Consistent with State law*
Owner Move In **Occupied**	Yes – same lease terms and rent	**No**
Substantial renovation **Not completed**	Yes – same lease terms and rent	Yes – same rent and lease terms *Consistent with State law*
Substantial renovation **Completed**	Yes – same lease terms and rent	Yes - same lease terms and rent plus allowable increases by State law - Fair rate of return appeal process
Demolition **Not completed**	Yes – same lease terms and rent	Yes – same rent and lease terms *Consistent with State law*
Demolition **Completed**	Yes – same lease terms and rent	**No**
Withdrawal from rental market	Yes – same lease terms and rent	**No**

Relocation Assistance Comparison

- **Proposed Ordinance**
  - All tenants - **4 months FMR or $12,000**, whichever is greater
  - Elderly, disabled or terminally ill tenants - **additional $6,000**

2026 Fair Market Rents (FMR)	
Studio	$2,485
One-Bedroom	$2,977
Two-Bedroom	$3,604
Three-Bedroom	$4,604
Four-Bedroom	$4,772

- **City Tenant Protection Ordinance**
  - All tenants – **1 month current rent**
  - Low-income tenants – **3 months FMR**
  - Special circumstance tenants – **4 months FMR**

Overview of 9212 Report

- A 9212 report is an analysis of an initiative measure's potential impacts:
  - Fiscal impact
  - Consistency with general and specific plans
  - Effect on the use of land, availability and location of housing, and the ability of the city to meet its regional housing needs
  - Impact on funding for infrastructure
  - Impact on the community's ability to attract and retain business and employment
  - Impact on the uses of vacant land
  - Impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization
  - Any other matters the legislative body requests to be in the report

- The City contracted with Economic & Planning Systems (EPS) to prepare the 9212 report

Projected Implementation Timeline

- If adopted by the City Council, the Proposed Ordinance would go into effect 30 days after the 2nd reading
- If approved by the voters, the Proposed Ordinance would go into effect 10 days after the vote is declared by the City Council

Initial implementation – 4 to 6 months	Full implementation – one year or more
• Establish base rent • Outreach and education • Implement initial fee • Establish interim database and process to collect rent increases, termination notices, tenancy changes, etc. • Hire consultants (legal services, hearing officer) • Establish rules and regulations	• Create positions and hire new staff • Find new office space • Conduct fee study • Procure and implement rental registry software • Proactive enforcement • Prepare annual report • Continue outreach and education

Recommendations

A. By motion, accept certification of signature verification for *An initiative to impose additional rent control and just cause eviction limits in Redwood City),* **and**

B. Pursuant to Elections Code Section 9215 take either of the following actions:

1. Adopt within 10 days, and without alteration, the Proposed Ordinance; "Waive the first reading and introduce an ordinance repealing Chapter 42 (Tenant Protection Ordinance) of the Redwood City Code and adopting a new Chapter 42 (Redwood City Fair and Affordable Housing Ordinance) of the Redwood City Code"

   or

2. Adopt a resolution calling for an election to be consolidated with the Statewide General Election on November 3, 2026, for the purpose of submitting to the voters *an initiative to amend the Redwood City Municipal Code to impose additional rent control and just cause eviction limits*

Questions for City Council

1. Does the City Council have any questions regarding the Proposed Ordinance
2. Does the City Council have any questions regarding the 9212 report?

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Owner Move-In Requirements

- Owner (or relative) must **occupy within 90 days** and for **at least 36 months**
- **Cannot evict,** if tenant is:
  - **62+ years or disabled** and lived in unit for 3+ years**; or**
  - **Terminally ill**
- **Cannot evict during school year**, if tenant has:
  - Child under age 21 or an educator; and
  - Lived in unit for at least 12 months

Substantial Renovation Requirements

- Substantial renovation means repair or renovation that
  - (1) brings into compliance with applicable health and safety laws
  - (2) cannot be performed while the tenant lives there, and
  - (3) improves the property by prolonging its useful life or adding value

- Must **offer any vacant unit** as an alternative

- Generally, **cannot evict during school year**, if tenant has:
  - Child under age 21 or an educator; **and**
  - Lived in unit for at least 12 months

- Must provide a **tenant safety plan** for City approval prior to starting construction

- For construction less than 30 days, must provide **optional short-term relocation**
  - Tenant continues to pay rent
  - $200/day per household for hotel
  - $50/day per occupant for meals

Withdrawal Requirements

- Landlords liable for **punitive damages** if unit **returned within certain timeframe**
- Additional noticing requirements including
  - Tenants receive **120-day notice**
  - **Elderly or disabled** tenants receive a **one-year notice**
- Right to return provisions do not expire and is **applicable to any successor owners**

Demolition Requirements

- Right to return
  - **New units** if constructed on same property and **within five years**
  - **Same rent** and **lease terms** in effect at time of tenancy termination
  - **Rent control** provisions **apply** to new replacement units

- Additional noticing requirements including:
  - Tenants receive **120-day notice**
  - **Elderly or disabled tenants** receive a **one-year notice**

Anti-Harassment Requirements

- Applies to all rental units, unless exempted
- Includes 28 harassment protections
- Certain amenities (e.g., parking, storage, laundry, etc.) cannot be severed from tenancy without good cause
- List of protections may be augmented, but not eliminated, reduced, or weakened

Economic and Fiscal Implications of Redwood City Fair and Affordable Housing Ordinance

Summary of Report prepared under Section 9212 of California Elections Code

June 8th, 2026

Economic & Planning Systems, Inc.
The Economics of Land Use

OAKLAND
SACRAMENTO
LOS ANGELES
DENVER

www.epsys.com

EPS SCOPE AND METHODOLOGY

Evaluate fiscal and economic implications of Proposed Ordinance based on:

- **Existing State law and local policies**
  (e.g. State Tenant Protection Act and City Tenant Protection Ordinance)
- **Previous studies** on impact of similar tenant protection policies
- **Redwood City's housing market and renter demographics**
- **Likely City program start-up and on-going administration costs**
  (e.g., additional staff, office space, equipment, and consultants)
- **Potential fees charged to rental units** to recoup City costs

SUMMARY OF FINDINGS

Many **existing tenants will benefit from lower rent growth** and stronger protections against eviction

- For City's housing stock, about 48% are renter occupied and 19% would be subject to rent control
- Other laws already provide some tenant protections (e.g., SB 330, SB 8, and TPO)

Impacts on **housing development and investment** limited by Costa Hawkins

- But non-rent control provisions may increase property owner risk and cost
- And investor concerns could increase if State law changes in the future.

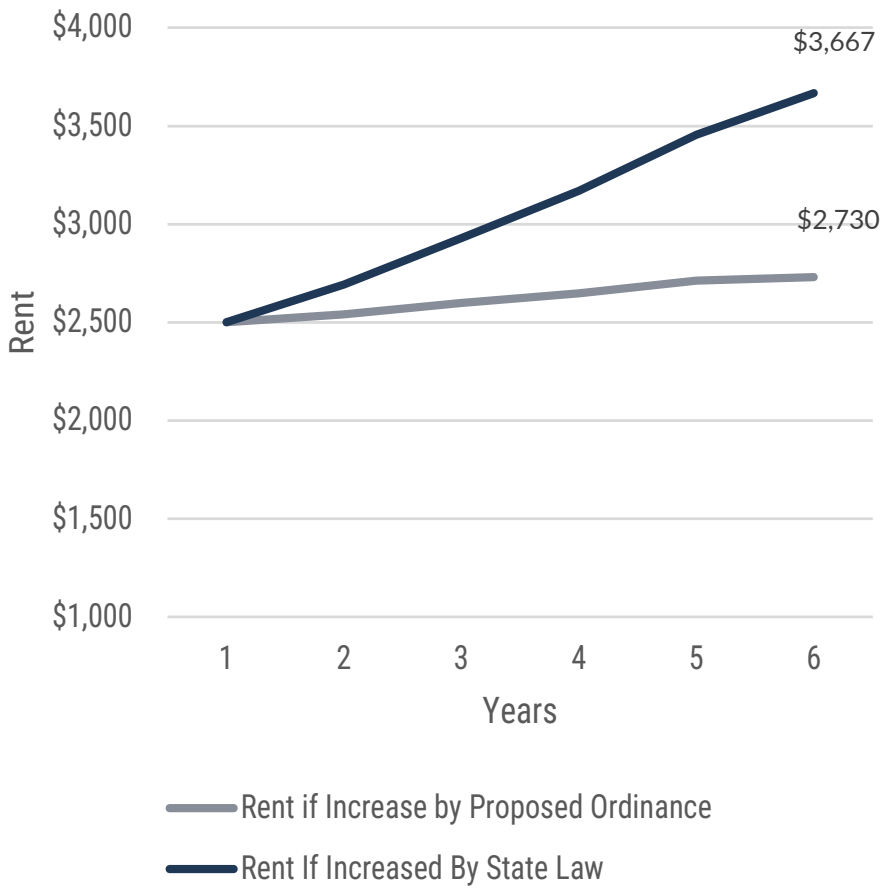
Program **administration costs are substantial** and would likely require higher fees than initially proposed.

- Preliminary estimate: $4- $10M annually

Affordable housing providers may face **added financial pressure.**

- They already operate under tight margins and have restricted rent at turn-over

PROPOSED RENT CAP VERSUS STATE LAW



State law:

Annual Rent increase of **5% + CPI* change**, capped at **10%**

Proposed Ordinance:

Annual Rent increase of **60% of CPI* change**, capped at **5%**

Illustrative impact on $2,500 / month rent

Under proposed Ordinance, rent would be $937 /month less after 5 years

**Consumer Price Index (CPI) is a measure of inflation based on changes in the cost of goods and services over time.*

CALIFORNIA CITIES WITH LOCAL RENT CONTROL

City Name	Allowable Rent Growth
Based on % change in Consumper Price Index (CPI)	
Bell Gardens	**50%**
Antioch, Oakland, Richmond, San Francisco	**60%**
Berkeley	**65%**
Alameda, Los Gatos	**70%**
Fairfax, Palm Springs, Pasadena, Santa Monica, West Hollywood	**75%**
East Palo Alto, Santa Ana	**80%**
Baldwin Park, Beverly Hills, Cudahy, Culver City, Inglewood, Los Angeles, Pomona	**100%**
Average	**79%**
Based on Total Allowable Increase Per year	
Sacramento	**10%**
Larkspur	**7%**
Gardena, Hayward, San Jose, Concord	**5%**
Oxnard	**4%**
Mountain View	**2%–5%**
Average	**6%**

30+ California cities have local rent control

- 22% of California's population

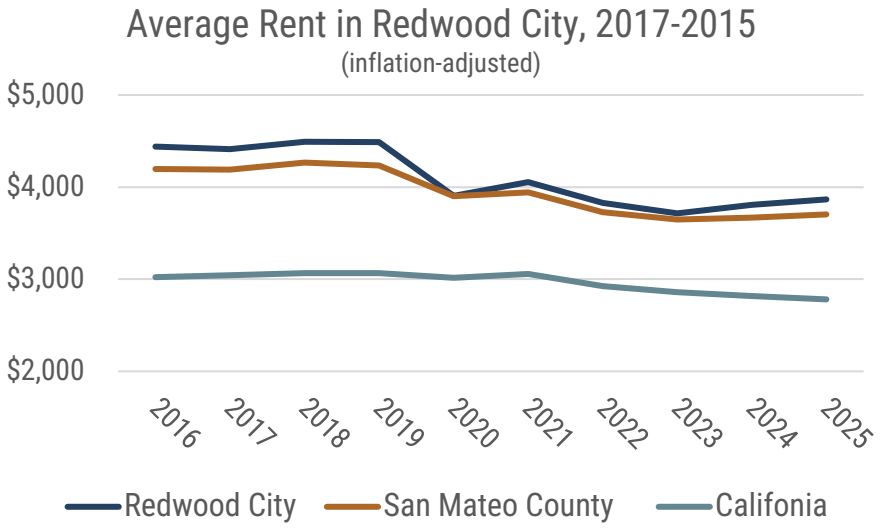
Rent cap in proposed ordinance is **stricter than average**

- 4 Bay Area cities use similar CPI-based caps
- Bell Gardens is the only listed city with lower CPI cap

RENTER DEMOGRAPHICS AND AFFORDABILITY

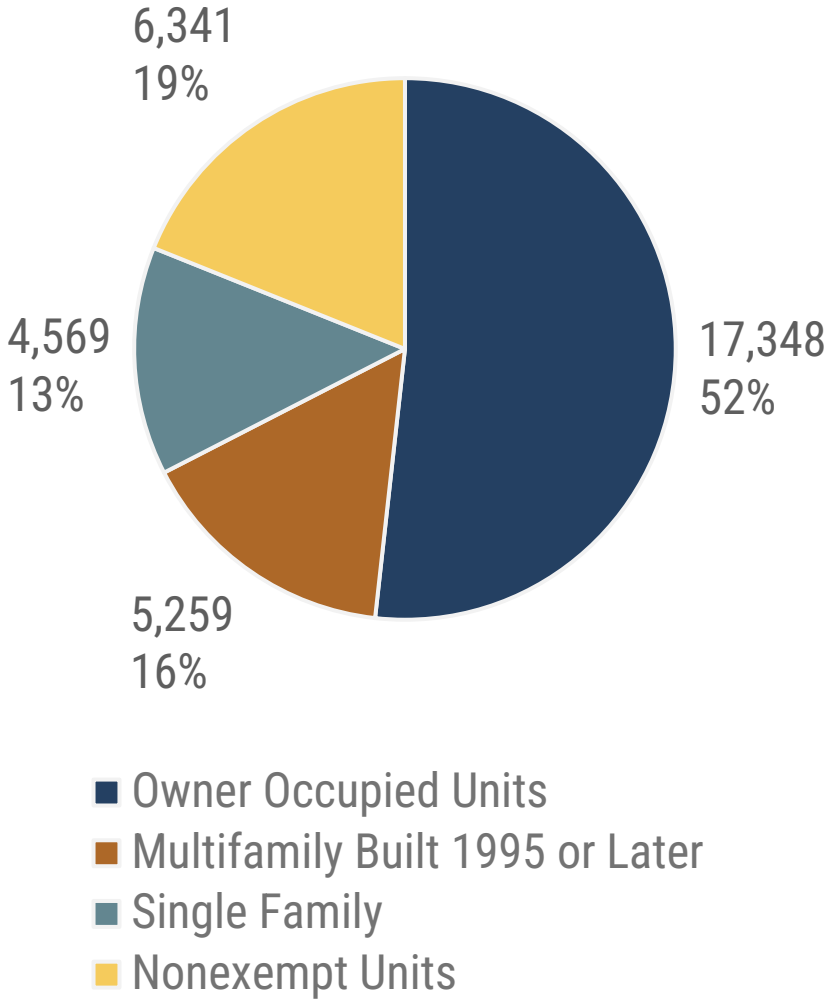
- About **46%** of renter households still pay more than 30% of their income on rent (e.g., rent-burdened)
- But Redwood City rents have declined in post pandemic era
- Prior analysis estimated that roughly **25%** of Redwood City residents were displaced between 2016 and 2021.

Jurisdiction	Median Renter Income	Average Rent	% of Rent-Burdened HH's
Redwood City	126,982	$3,036	**46%**
San Mateo County	119,963	$3,051	**43%**
California	71,186	$2,225	**53%**



OVERVIEW OF CITY'S HOUSING STOCK

- About **48%** of housing units are renter-occupied = 16,168 units
- About **19%** of total units will be subject to rent control because they are both multi-family and built before 1995.
- All rental units would still need to comply with other ordinance requirements (e.g., just cause eviction, right of return).



HOUSING SUPPLY AND INVESTMENT IMPACTS

Impact on New Development

- **Costa-Hawkins currently limits coverage** by exempting single-family rentals, condos, and post-1995 multifamily units.
- **The Ordinance would expand if State law changes**; repeal efforts appeared on statewide ballots in 2018, 2020, and 2024
- **Expanded coverage could reduce rental feasibility**, increase conversions to ownership, and reduce long-term rental supply.

Investment in older properties (built pre-1995)

- **Reduced revenue growth could discourage reinvestment** in older multifamily buildings, especially where repair and capital needs are higher.
- **Rent increase petition process in proposed Ordinance has yet to be determined and may be complex**

PRELIMINARY ESTIMATE OF PROGRAM COSTS

- **Program Administration will likely include** registry, petitions, hearings, counseling, outreach, legal support, and enforcement.
- City does not currently have staff resources or capacity to provide these functions or services
- Additional one-time start up costs could range from $300k to $700k

Annual Costs	Level of Enforcement		
	Minimum	Average	Maximum
Number of Staff	7	11	18
Fully-Burdened Cost of Staff	$3,549,000	$6,124,000	$9,522,000
Cost of Office Space	$64,000	$110,000	$171,000
Other Costs	$365,000	$365,000	$365,000
Total Annual Cost	**$4.0M**	**$6.6M**	**$10.1M**

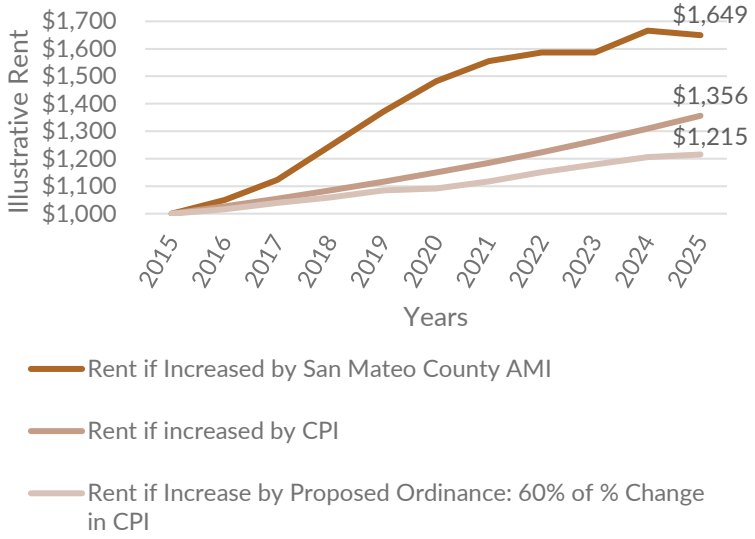
POTENTIAL FEES ON RENTALS TO COVER COSTS

- **General Fund cannot cover shortfalls**, so costs must be recovered through landlord fees.
- **Midpoint cost estimate**: about $6.6 million, or $408 per rental unit if spread evenly.
- **Tiered Fees:** Peer cities charge tiered fees. Fully covered units pay 1.6x partially covered units.
- Actual revenues may fall short if compliance is below 100%; peer unit-level **compliance is ~92%** and City business license **compliance is ~98%**.

Unit Category	Estimated Units	Illustrative Fee Ratio	Illustrative Annual Fee per Unit	Estimated Annual Revenue
Fully-covered Units	6,341	1.6x	$545	$3.5M
Partially-covered Units	9,827	1.0x	$338	$3.3M
Total	**16,168**			$6.8M

UNIQUE CHALLENGES FOR AFFORDABLE HOUSING

- **Affordable housing is not explicitly exempt,** so about **625 older deed-restricted units** could face overlapping affordability and rent control rules.
- **Rent growth could be constrained below operating needs:** affordable rents can generally rise with Area Median Income (**AMI**), but operators typically increase closer to inflation to cover costs.
- **Affordable housing operators have restricted rents at turnover** adding pressure to tight margins, reserves, and long-term preservation.



Affordable Housing	Count	% of Rental Housing	% of Affordable Housing
Total Rental Units	16,168	100%	
Affordable units	1,387	9%	100%
Affordable Units Built After 1995	762	5%	55%
Affordable Units Built Before 1995	625	4%	45%

Appendix

LIT REVIEW SUMMARY

- **Diamond, McQuade, and Qian — Stanford / San Francisco rent control study:** Found rent control reduced displacement for covered tenants but also reduced rental supply over time as some landlords sold or redeveloped units.
- **PolicyLink rent control summary:** Notes that rent-controlled tenants move less frequently and are less likely to experience forced moves.
- **UCLA San Diego / Tenant Protection Act study:** Found the less restrictive statewide TPA rent cap created minimal supply distortions in San Diego.
- **Kholodilin and Kohl international rent control study:** Found rent control can reduce wealth and income inequality in stricter policy contexts.
- **Urban Institute 2024 study:** Found rent control may increase units affordable to extremely low-income households but can reduce units available to higher-income renter brackets.
- **MIT Cambridge rent decontrol study:** Found property values increased after rent control was eliminated, suggesting rent control can depress income potential and property values.
- **Boston building quality study + Washington, D.C. study:** Findings are mixed; rent control may reduce incentives for cosmetic upgrades, but stronger tenant protections can give tenants leverage to request basic repairs.

SUMMARY OF EXISTING AND PROPOSED REQUIREMENTS

Provision	Tenant Protection Act (TPA) (State law)	City's Tenant Protection Ordinance	Proposed Ordinance
Rent Stabilization	5% + change in Consumer Price Index (CPI) or 10%, whichever is lower	N/A (TPA applies)	• 60% of the change in the CPI, max 5%; no banking; fair return petition allowed
Vacancy Decontrol	Costa-Hawkins applies. Initial rent set at market; caps apply thereafter	N/A (Costa-Hawkins and TPA applies)	• Costa-Hawkins applies. Initial rent set at market; caps apply thereafter
Applicability	Applies broadly with certain exemptions	Same as TPA	• Broader applicability; fully covered units include deed-restricted low-income units and mobile homes and single-family homes are subject to just cause requirements
Single Family Homes & Condos	Exempt from all requirements, if not corporate owned and notice provided	Exempt from all requirements, if not corporate owned	• Exempt from rent stabilization under Costa-Hawkins. If Costa-Hawkins is repealed or amended; exempt if constructed within previous 10 years. • Subject to all other requirements.
Deed-Restricted Affordable Housing	Exempt from all requirements	Exempt from all requirements	• Exempt from rent stabilization for units constructed after 1995 under Costa-Hawkins. If Costa-Hawkins is repealed or amended; exempt if constructed within previous 10 years. All other deed restricted affordable units are fully covered by proposed Ordinance. • Units owned and managed by a San Mateo County government unit, agency, or authority are exempt from rent stabilization
New Construction	Exempt from all requirements for 15 years (rolling)	Same as TPA	• Exempt from rent stabilization for units constructed after 1995 under Costa-Hawkins. If Costa-Hawkins is amended or repealed, exempt for 10 years (rolling)

CONT.

SUMMARY OF EXISTING AND PROPOSED REQUIREMENTS

Provision	Tenant Protection Act (TPA) (State law)	City's Tenant Protection Ordinance	Proposed Ordinance
Mobile Homes	**Exempts mobile home spaces, not owned by corporate entities, from all requirements**	**Same as TPA**	• **Subject to all requirements**
Just Cause for Eviction	Required after 12 months of occupancy with some exceptions	Same as TPA	• Required for most units without a waiting period; expands protections
No-Fault Evictions	Allowed - Owner move in (OMI), comply with government order, withdraw from market, substantial remodel, demolition	Same as TPA	• Allowed (similar to TPA) including additional restrictions for protected tenants (elderly, disabled, students, educators) in certain circumstances
Minimum Lease Terms	Not addressed	Requires minimum 1-year lease is offered	• Not addressed
Relocation Assistance	1 month rent	Up to 4 months Fair Market Rents (FMR) for qualifying tenants	• 4 months FMR or $12,000 minimum; + $6,000 for protected tenants
Right to Return	Limited (only if owner or relative fails to occupy, remodel or demolition is not commenced or completed)	Same as TPA plus required for substantial remodel; same rent + TPA increases; landlord may appeal required rent upon return for fair return	• Broad; applied to OMI, substantial remodel, demolition, withdrawal; same rent; does not expire
Anti-Harassment	TPA does not cover but other State and federal laws provide some protections	N/A - Defers to several State and Federal anti-harassment laws	• Provides anti-harassment protections for tenants
Program Administration	Minimal; State enforcement	Limited City role; receiving copies of notices of termination for no-fault just causes, processing relocation assistance applications and fair rate of return appeals	• Requires full program administration: includes rent registry, rent increase/decrease petitions, free legal counselling, data tracking, fee-funded system. Costs cannot be covered by General Fund

[1] The Costa-Hawkins Rental Housing Act is a 1995 California State law (Costa-Hawkins) that limits local rent control ordinances. It mandates "vacancy decontrol," allowing landlords to raise rents to market rates when a unit becomes vacant, and exempts single-family homes, condominiums, and housing built after February 1, 1995, from local rent control.

Source: Redwood City.

RENTER MOVEMENT BY CITY

Jurisdiction	Redwood City	Concord	Hayward	Mountain View	Richmond
2024					
Renter Households	46,686	46,475	64,545	47,155	50,808
Renters Living in the Same Unit as Previous Year	38,825	38,825	57,916	34,239	45,520
Percentage	83%	84%	90%	73%	90%
2023					
Renter Households	46,556	46,964	65,679	46,408	52,552
Renters Living in the Same Unit as Previous Year	38,830	38,830	58,920	33,644	46,459
Percentage	83%	83%	90%	72%	88%
2022					
Renter Households	46,123	46,938	66,280	46,179	54,114
Renters Living in the Same Unit as Previous Year	37,803	37,803	59,878	33,083	47,770
Percentage	82%	81%	90%	72%	88%

STAFF LEVEL VARIATION

Staffing Level	Staff per 1,000 Units [1]	RWC Staff [2]
Minimum	0.41	7
Average	0.71	11
Maximum	1.1	18
Redwood City Rental Units	16,168	

[1] Based on varying fee levels for rent control jurisdictions

[2] Staffing levels shown in this table are rounded to the nearest whole number. Subsequent calculations use the underlying unrounded staffing estimates.

FULLY-BURDENED STAFF RATE ESTIMATE

Position	Direct Cost	Divisional Overhead	Citywide Overhead	Admin Overhead	Fully Burdened Hourly Rate [1]	Staff Weighting [2]	Annual Rate
Administrative Secretary	$124	$41	$15	$47	$226	15%	$470,538
Management Analyst II	$143	$41	$15	$47	$245	60%	$510,245
Housing Leadership Manager	$202	$41	$15	$47	$304	15%	$633,765
Assistant City Attorney	$203	$41	$15	$47	$306	10%	$636,043
Weighted Average	**$155**	**$41**	**$15**	**$47**	**$257**	**100%**	**$535,397**

[1] The hourly to annual staff rate conversion assumes staff are full time employees paid for 40 hours a week, totalling 2,080 hours a year
[2] Reflects estimate proportion of each job category needed to implement the program

ANNUAL COST ESTIMATE

Cost	Assumption	Level of Enforcement		
		Minimum	*Average*	*Maximum*
Annual Costs				
Number of Staff[1]	See Table 11	7	11	18
Fully-Burdened Cost of Staff [2]	$535,397 per FTE	$3,549,116	$6,124,390	$9,522,020
Office Space Required	200 sq. ft./employee	1,326	2,288	3,557
Cost of Office Space [3]	$48.00 per sq. ft./year	$63,638	$109,814	$170,736
Rent Registry Software [4]	Annual Subscription	$90,000	$90,000	$90,000
Hearing Officer [4]	Consultant	$100,000	$100,000	$100,000
Outreach + Education [4]	Consultant	$135,000	$135,000	$135,000
Tenant/ Landlord Couseling [4]	Consultant	$40,000	$40,000	$40,000
Total Annual Cost		**$3,977,754**	**$6,599,204**	**$10,057,756**
Rental Units	16,168			
Administration Cost per Unit		**$246**	**$408**	**$622**

[1] Staffing levels are rounded to whole numbers for display in this table; subsequent calculations are based on the underlying unrounded staffing estimates this impact total annual cost.

[2] See Table 12

[3] Costar Office lease rates based on an average of current offices leased by the City

[4] Other annual costs based on Concords rent control program

ONE TIME START UP COST ESTIMATE

Cost	Assumption	Level of Enforcement		
		Minimum	Average	Maximum
One-time Costs				
Tenant Improvements [1]	$165 per sq. ft.	$218,755	$377,486	$586,904
Equipment [2]	$100,000 per office	$100,000	$100,000	$100,000
Total One-Time Costs		**$318,755**	**$477,486**	**$686,904**

[1] Tenant improvement costs based on Cushman and Wakefield Office Tenant Improvement Cost Guide

[2] Equipment cost based on Burbank rent control 9212 report

COMPARABLES JURISDICTION STAFFING RATIOS

Jurisdiction	Staff per 1,000 Units [1]
Berkeley	1.1
Santa Monica	0.93
Oakland	0.81
East Palo Alto	0.8
Concord	0.56
Richmond	0.55
West Hollywood	0.5
San Jose	0.41
Mountain View [2]	0.33
San Francisco [3]	0.18
Los Angeles [3]	0.17
Average	**0.71**

[1] Based on the 2021 Mountain View study and interviews with cities.

[2] Excluded from the average. Mountain View reflects a leaner program scope, including a more basic rent registry than contemplated under the proposed Redwood City Ordinance.

[3] Excluded from the average because San Francisco and Los Angeles are much larger jurisdictions and are not directly comparable to Redwood City.

PROPERTY AND UNIT-LEVEL FEE PAYMENT COMPLIANCE IN SELECTED BAY AREA JURISDICTIONS

City	Reporting Year / Registry Period	Total Covered Properties	Compliant Properties	Total Covered Units	Compliant Units	Property Compliance Rate	Unit Compliance Rate
Concord	2024–2025	6,845	5,294	16,380	14,301	77%	87%
Alameda	2024–2025	2,100	1,800	13,493	11,411	86%	85%
Palo Alto	2024–2025	434	414	7,821	7,653	95%	98%
San José	2019–2020	Not reported	Not reported	38,441	37,246	-	97%
Total		**9,379**	**7,508**	**76,135**	**70,611**		
Average						**86%**	**92%**

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Report on Employment Vacancies and Employee Recruitment and Retention Efforts

June 8, 2026

PRESENTATION OVERVIEW

- Question for the Council
- Recommendation
- Overview - AB 2561
- Vacancy Information by Employee Groups
- Recruitment and Retention Efforts
- Challenges/Obstacles in the Hiring Process

QUESTION FOR THE COUNCIL

Does the Council have any questions regarding the informational report on City of Redwood City's Employment Vacancies, and Employee Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3?

RECOMMENDATION

Receive the informational Report on City of Redwood City Employment Vacancies, and Employee Recruitment and Retention Efforts Pursuant to Government Code 3502.3.

OVERVIEW - AB 2561

- Legislature declared that job vacancies in local government are widespread and a significant problem in the public sector.
- Introduced measures to address staffing vacancies in public sector agencies.
- Effective January 1, 2025, public agencies are required to report on staff vacancies and recruitment and retention efforts.

KEY PROVISIONS OF AB 2561

Public agencies are required to:

- Track job vacancies
- Report annually prior to adoption of the final budget
- Present status of vacancies and recruitment and retention efforts
- Inform bargaining units of the public hearing and offer them an opportunity to present

If a bargaining unit has a vacancy rate of 20% or higher, additional reporting obligations apply.

VACANCY INFORMATION BY EMPLOYEE GROUPS (as of 3-17-2026)

City of Redwood City Bargaining Group/Association/Employee Group	% of Vacancies
Redwood City Management Employees Association (RCMEA)	15.50%
Chief Officers Association (COA)	14.30%
Executive Management Group	11.10%
Police Supervisors' Association (PSA)	11.10%
Service Employees International Union, Local 521 (SEIU)	9.90%
Confidential Employee Group	6.70%
Police Officers Association (POA)	5.50%
International Association of Fire Fighters Local 2400 (IAFF)	1.10%
Citywide Vacancy Rate	9.20%

RECRUITMENT AND RETENTION EFFORTS

Recent Successes:

- 98 recruitments completed in 2025
- Added capacity to enhance recruitment efforts.
- Recruitment and retention incentives.

Areas of Improvement:

- Technological solution (in process)
- Working with labor groups to establish “hiring eligible list” protocols
- Time to establish new classifications

RECOMMENDATION

Receive the informational Report on City of Redwood City Employment Vacancies, and Employee Recruitment and Retention Efforts Pursuant to Government Code 3502.3.

QUESTION FOR THE COUNCIL

Does the Council have any questions regarding the informational report on City of Redwood City's Employment Vacancies, and Employee Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3?

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RECRUITMENT AND RETENTION EFFORTS

City commits extensive time, energy, and resources to support talent attraction and retention.

Human Resources Recruitment Team manages Citywide recruitment and selection activities.

- Lauren Bishop, Senior HR Analyst
- Erica Corona, HR Analyst/Recruiter
- Sarah Pisani, HR Analyst/Recruiter
- Sharon Singh, HR Technician (Recruitment & Onboarding Support)

RECRUITMENT AND RETENTION INCENTIVES

- Educational Incentive Pay/Tuition Reimbursement
- Employee Recognition Activities
- Health and Wellness Programs
- Management Leave
- Police Lateral Recruitment Incentive
- Priority Registration City Recreation Program/Discount
- Public Safety Retention Incentive
- Vacation Benefit for New Lateral Police Officer

RECRUITMENT AND RETENTION EFFORTS

Listed below are the types of recruitments/hires in the last two years.

Internal promotions/flexibly-staffed promotions accounted for 44% of hires in 2024 and 49% of hires in 2025.

TYPE OF RECRUITMENT/HIRE	2024	2025
Internal Promotion	29	42
Flexibly-Staffed Internal Promotion	5	6
External Hire	42	51
TOTAL	76	98

CHALLENGES/OBSTACLES IN THE HIRING PROCESS

The City has reviewed applicable policies, procedures, and recruitment activities to identify any potential challenges in the City's hiring process and the City has identified the following challenges:

- Applicant Tracking Software Program
- Hiring Eligible List Limitations
- Background Check Process
- Personnel Rules and Regulations
- Establishing New Classifications (Meet & Confer Process)

Redwood City | California Founded 1867

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

June 8, 2026
6:00 PM

1. CALL TO ORDER

Para traducción al español:

Consulte al personal de la Secretaría Municipal para obtener audifonos para traducir al español durante la reunión.
Deberá proporcionar su nombre e información de contacto para verificar un dispositivo.

Estas son las instrucciones para escuchar la reunión en español:

1. Llame al (669) 900-6833
2. Ingrese el ID de la reunión: 346 830 8566
3. Ingrese la contraseña: 1017
4. Para hablar durante un comentario público, notifique al intérprete a través de la línea de conferencia al unirse a la reunión, o presione * 9 para solicitar hablar y * 6 para activar el sonido.
5. Para ver la reunión en inglés simultáneamente, puede ver la transmisión web en vivo a través de los siguientes canales:
   A. Zoom en https://redwoodcity.zoom.us/ (ID de reunión: 913 2957 3039 – la contraseña: 221625)

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Led by Council Vice Mayor Eakin

4. NOTIFICATION OF MEETING PARTICIPATION BY TELECONFERENCE DUE TO JUST CAUSE PURSUANT TO GOVERNMENT CODE § 54953.8.3

5. PRESENTATIONS/ACKNOWLEDGEMENTS - None

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   A. Zoom en https://redwoodcity.zoom.us/ (ID de reunión: 913 2957 3039 – la contraseña: 221625)

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

6. PUBLIC COMMENT ON THE CONSENT CALENDAR AND ITEMS NOT ON THE AGENDA

IN-PERSON PUBLIC COMMENT

Once public comment begins, no additional speakers will be allowed to join the speakers list

6. PUBLIC COMMENT ON THE CONSENT CALENDAR AND ITEMS NOT ON THE AGENDA

VIA ZOOM PUBLIC COMMENT

We welcome speakers providing public comment, but please be advised this is a limited public forum. As such, speakers must stay on-topic if speaking to a particular agenda item, and if speaking during general public comment, they must address matters within the subject matter jurisdiction of the City.

If speakers fail to follow these rules, they will only be warned once, and if they continue to disregard our rules, their opportunity to speak will be ended.

7. CONSENT CALENDAR

7.A. Annual Appropriations Limit for Fiscal Year 2026-27

Recommendation:
Adopt a resolution establishing the Appropriations Limit for Fiscal Year 2026-27.

7. CONSENT CALENDAR

7.B. Rejection of general liability claim by Elizabeth Watson, represented by Alexander Felix of Downtown LA Law Group

Recommendation:
By motion, reject subject claim.

7. CONSENT CALENDAR

7.C. Reject all bids for Tire Supply and General Vehicle Services

Recommendation:

By motion, reject all bids for Tire Supply and General Vehicle Services and authorize staff to reissue the solicitation at a later date.

7. CONSENT CALENDAR

7.D. Final acceptance of the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City

Recommendation:

By motion, accept the On-Call Concrete or Asphalt Repair and Replacement Project at various locations throughout the City and authorize the release of bonds according to City procedures.

7. CONSENT CALENDAR

7.E. Award of contract for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC

Recommendation:

By motion, approve and authorize the City Manager, or their designee, to execute the standard form construction contract documents for the Griffin-Bechet Synthetic Turf Field Project to Sprinturf, LLC of Daniel Island, SC for their low bid of $999,453; and authorize the City Manager, or their designee, to increase the contract amount, if necessary, up to 10 percent of the original contract amount, for a not-to-exceed total of $1,099,399.

7. CONSENT CALENDAR

7.F. Resolution for Fiscal Year 2026-27 Roadway Pavement Management Program use of Senate Bill 1 (SB1) Funds

Recommendation:

Adopt a resolution identifying a list of proposed paving projects for Fiscal Year 2026-27 funded by SB1: the Road Repair and Accountability Act of 2017, in accordance with the Streets and Highways Code for the Road Maintenance and Rehabilitation Account.

7. CONSENT CALENDAR

7.G. Amendment No. 1 to Communications Products Agreement with Motorola Solutions, Inc.

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Communications Products Agreement with Motorola Solutions, Inc. for an additional amount not to exceed $55,000, for a total contract amount of $1,501,572 and a total contract term from February 2, 2024 to February 2, 2027.

7. CONSENT CALENDAR

7.H. First Amendment to the Agreement with the County of San Mateo, providing core agency services at the Fair Oaks Community Center, for the term of July 1, 2025 through June 30, 2028, to increase funding by $25,000 for the purchase of disaster resilience supplies

Recommendation:

1. By motion, approve and authorize City Manager to execute First Amendment to Agreement between the County of San Mateo and the City of Redwood City by accepting additional County funding in the amount of $25,000 for disaster resilience supplies, for a total agreement amount of $1,818,282 providing critical safety net services to vulnerable, low-income County residents through the Fair Oaks Community Center Information and Referral Program from July 1, 2025 through June 30, 2028; and
2. Adopt a resolution amending the Fiscal Year 2025-2026 revenue budget by $25,000 for the amount received by the County of San Mateo for the Information and Referral Program at the Fair Oaks Community Center.

7. CONSENT CALENDAR

7.I. Approve May 18, 2026 City Council Minutes

7. CONSENT CALENDAR

7.J. Approve claims and checks from June 8, 2026 to June 22, 2026 and the usual and necessary payments through June 22, 2026

Para traducción al español:

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   A. Zoom en https://redwoodcity.zoom.us/ (ID de reunión: 913 2957 3039 – la contraseña: 221625)

8. STAFF REPORTS

8.A. Accept certification of an initiative to impose additional rent control and just cause eviction limits in Redwood City; review of Elections Code Section 9212 report on impacts of the initiative, and take action as required by Elections Code Section 9215

Recommendation:

1. By motion, accept certification of signature verification for an initiative to impose additional rent control and just cause eviction limits in Redwood City; and
2. Receive the Elections Code Section 9212 Report on impacts of the Proposed Ordinance (Attachment F); and
3. Pursuant to Elections Code Section 9215 take either of the following actions:
    a. Adopt, without alteration, the Proposed Ordinance (Attachment A); or
    b. Adopt a resolution calling for an election to be consolidated with the Statewide General Election on November 3, 2026, for the purpose of submitting to the voters an initiative measure to amend the Redwood City Code to impose additional rent control and just cause eviction limits. (Attachment E)

8.A. PUBLIC COMMENT

Accept certification of an initiative to impose additional rent control and just cause eviction limits in Redwood City, review of Elections Code Section 9212 report on impacts of the initiative, and take action as required by Elections Code Section 9215

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

8.A. PUBLIC COMMENT

Accept certification of an initiative to impose additional rent control and just cause eviction limits in Redwood City, review of Elections Code Section 9212 report on impacts of the initiative, and take action as required by Elections Code Section 9215

VIA ZOOM PUBLIC COMMENT

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9. PUBLIC HEARINGS

9.A. Public hearing to receive a report on City of Redwood City employment vacancies, and employee recruitment and retention efforts as required by Assembly Bill ("AB") 2561 (Government Code 3502.3)

Recommendation:

Receive the informational report on City of Redwood City's employment vacancies, and employee recruitment and retention efforts pursuant to Government Code Section 3502.3

9.A. PUBLIC COMMENT

Public hearing to receive a report on City of Redwood City employment vacancies, and employee recruitment and retention efforts as required by Assembly Bill ("AB") 2561 (Government Code 3502.3)

IN-PERSON PUBLIC COMMENT

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9.A. PUBLIC COMMENT

Public hearing to receive a report on City of Redwood City employment vacancies, and employee recruitment and retention efforts as required by Assembly Bill ("AB") 2561 (Government Code 3502.3)

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10. STAFF REPORTS

10.A. Presentation of the Fiscal Year (FY) 2026-27 Recommended Budget and date setting for the public hearing and adoption

Recommendation:

1. Receive and provide feedback regarding the FY 2026-27 Recommended Budget; and
2. Adopt a resolution setting June 22, 2026 as the date for the public hearing on and adoption of the Fiscal Year 2026-27 Budget, directing copies of the Fiscal Year 2026-27 Recommended Budget to be filed with the City Clerk, and authorizing and directing the City Clerk to publish notice of the availability of the Fiscal Year 2026-27 Recommended Budget and the date of the public hearing.

10.A. PUBLIC COMMENT

Presentation of the Fiscal Year (FY) 2026-27 Recommended Budget and date setting for the public hearing and adoption

IN-PERSON PUBLIC COMMENT

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Presentation of the Fiscal Year (FY) 2026-27 Recommended Budget and date setting for the public hearing and adoption

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11. PUBLIC HEARINGS

11.A. Waive second reading and adopt an ordinance Amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) related to Tobacco Retail Permits

Recommendation:

1. Conduct a public hearing; and
2. Waive the second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) to (1) repeal in their entirety Article III (Tobacco Retail Permit) and Article V (Prohibiting the Sale of Flavored Tobacco, Electronic Cigarettes, and the Sale of Tobacco Products in Pharmacies), (2) adopt by reference Title 4, Chapter 4.98 of the San Mateo County Ordinance Code in Article III, and (3) amend Article I, Section 15.2 (Definitions).

11.A. PUBLIC COMMENT

Waive second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) related to Tobacco Retail Permits

IN-PERSON PUBLIC COMMENT

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Waive second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) related to Tobacco Retail Permits

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11. PUBLIC HEARINGS - Continued

11.B. Collect sewer service charges on the tax roll for residential customers with one dwelling unit per parcel

Recommendation:

Hold a public hearing, and if protests are not made by a majority of the affected parcels, adopt a resolution adopting the Fiscal Year 2026-27 Sewer Service Charge Report and authorizing the collection of sewer service charges on the tax roll for residential customers with one dwelling unit per parcel (requires 5/7 vote).

11.B. PUBLIC COMMENT

Collect sewer service charges on the tax roll for residential customers with one dwelling unit per parcel

IN-PERSON PUBLIC COMMENT

Once public comment begins, no additional speakers will be allowed to join the speakers list

11.B. PUBLIC COMMENT

Collect sewer service charges on the tax roll for residential customers with one dwelling unit per parcel

VIA ZOOM PUBLIC COMMENT

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12. MATTERS OF COUNCIL INTEREST

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

12. MATTERS OF COUNCIL INTEREST- Continued

12.B. City Council Committee Reports

A. Climate Action Sub-Committee

B. Transportation/Mobility Sub-Committee

C. Ad Hoc Committee on Special Events

12. MATTERS OF COUNCIL INTEREST- Continued

12.C. City Manager (Oral) Update

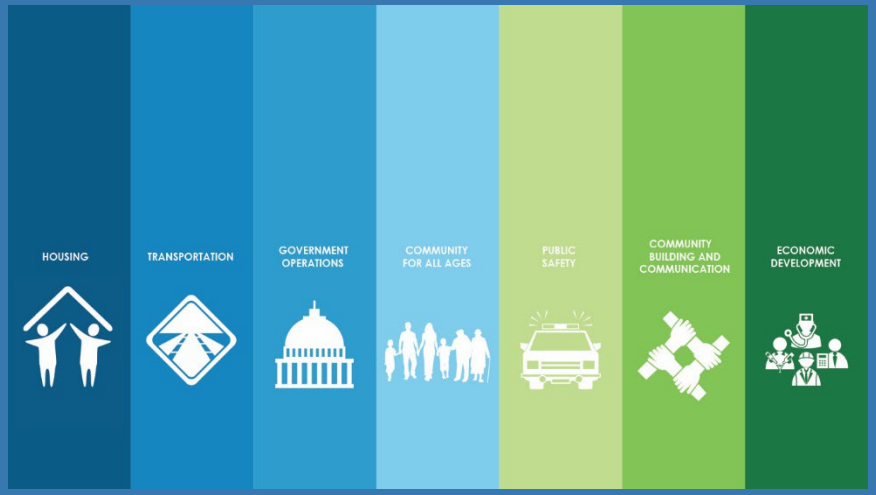
13. ADJOURNMENT

The next City Council meeting is scheduled for June 22, 2026

FUTURE COUNCIL MEETING DATES

- ✓ June 22, 2026
- ✓ July 13, 2026
- ✓ July 27, 2026

CITY OF REDWOOD CITY STRATEGIC INITIATIVES

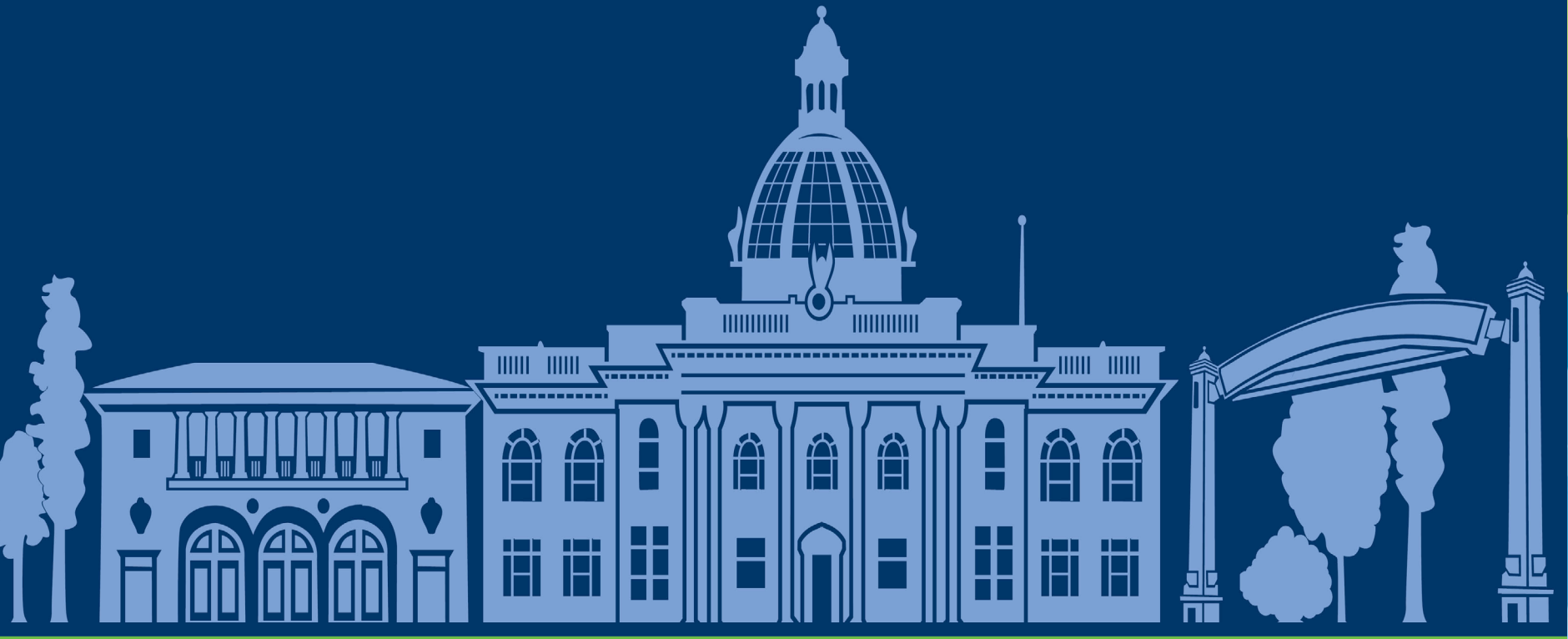


SEND A SERVICE REQUEST WITH EASE

www.redwoodcity.org/myrwc

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 WITH US!

Redwood City | California Founded 1867

Ways To Connect With Us

myRWC www.redwoodcity.org/myrwc

@RedwoodCity

www.facebook.com/cityofredwoodcity

@CityofRedwoodCity

www.downtownredwoodcity.org

@RedwoodCityGov

www.youtube.com/cityofredwoodcity

Nextdoor Redwood City

Redwood City VOICE

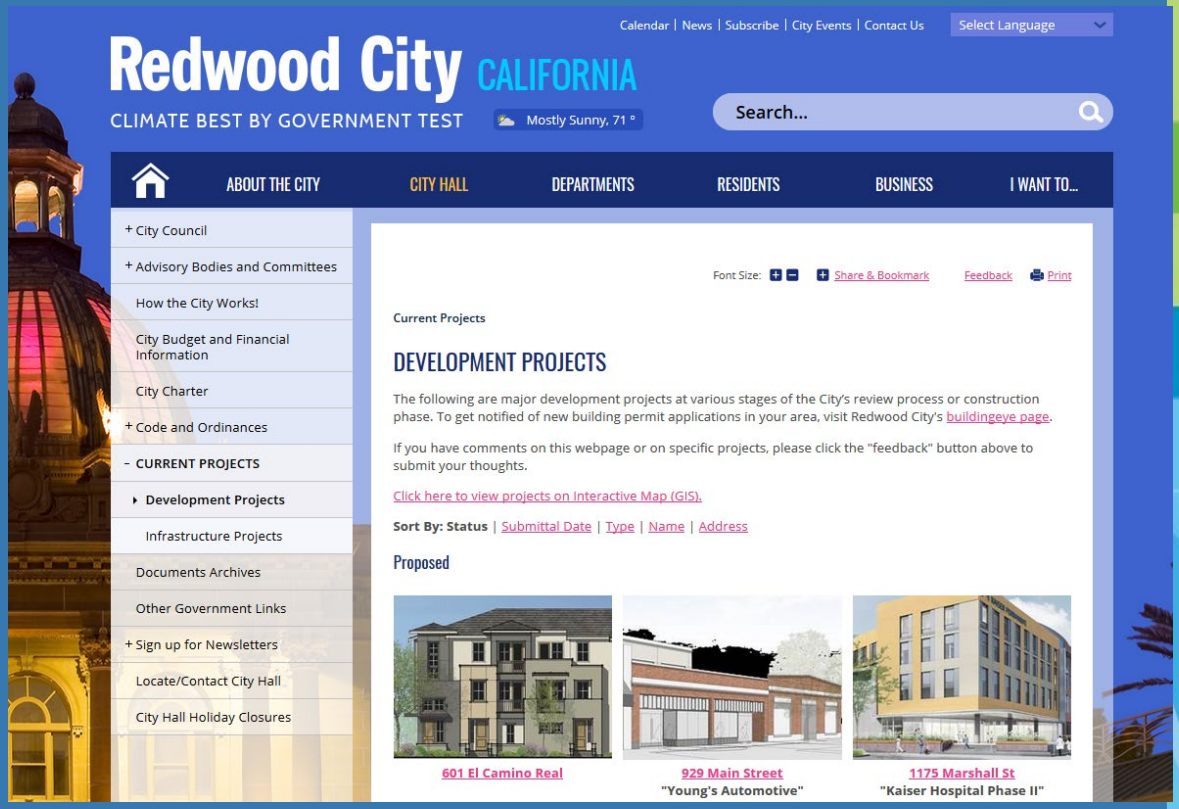
www.redwoodcity.org

City Hall, 1017 Middlefield Road | Redwood City, CA 94063 | 650-780-7000

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.



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

Redwood City | California Founded 1867

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

LEARN MORE HERE:

www.peninsulacleanenergy.com

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

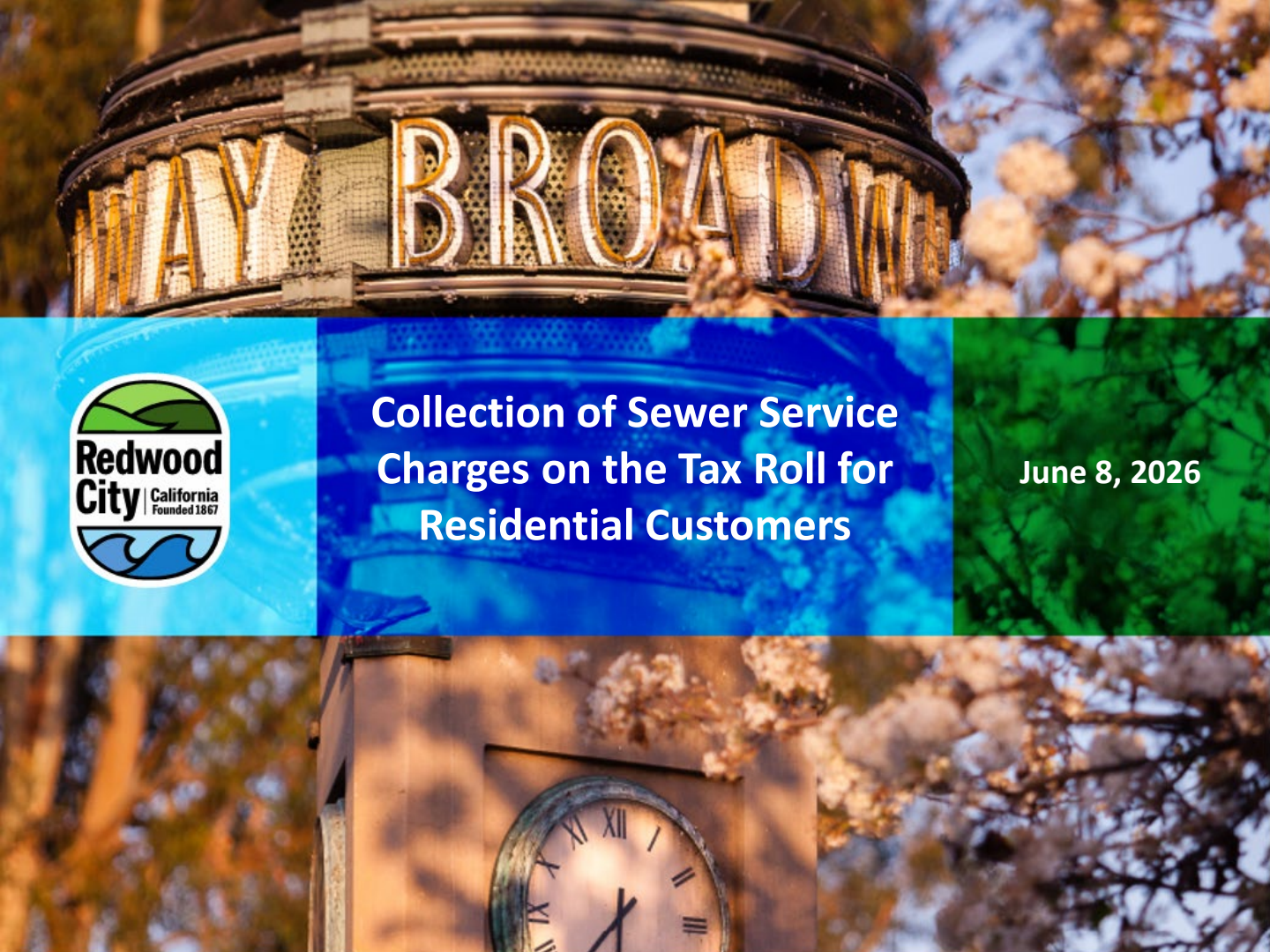
Housing Resource Guide/Guía de Recursos de Vivienda

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



Collection of Sewer Service Charges on the Tax Roll for Residential Customers

June 8, 2026

Presentation Outline

- City Council Question
- Background
- Five-Year Pilot Program Update
- Staff Recommendation
- Public Hearing

City Council Question

Is there support to continue billing sewer service charges on the County tax roll for residential customers with one dwelling unit per parcel in fiscal year 2025-26?

Background

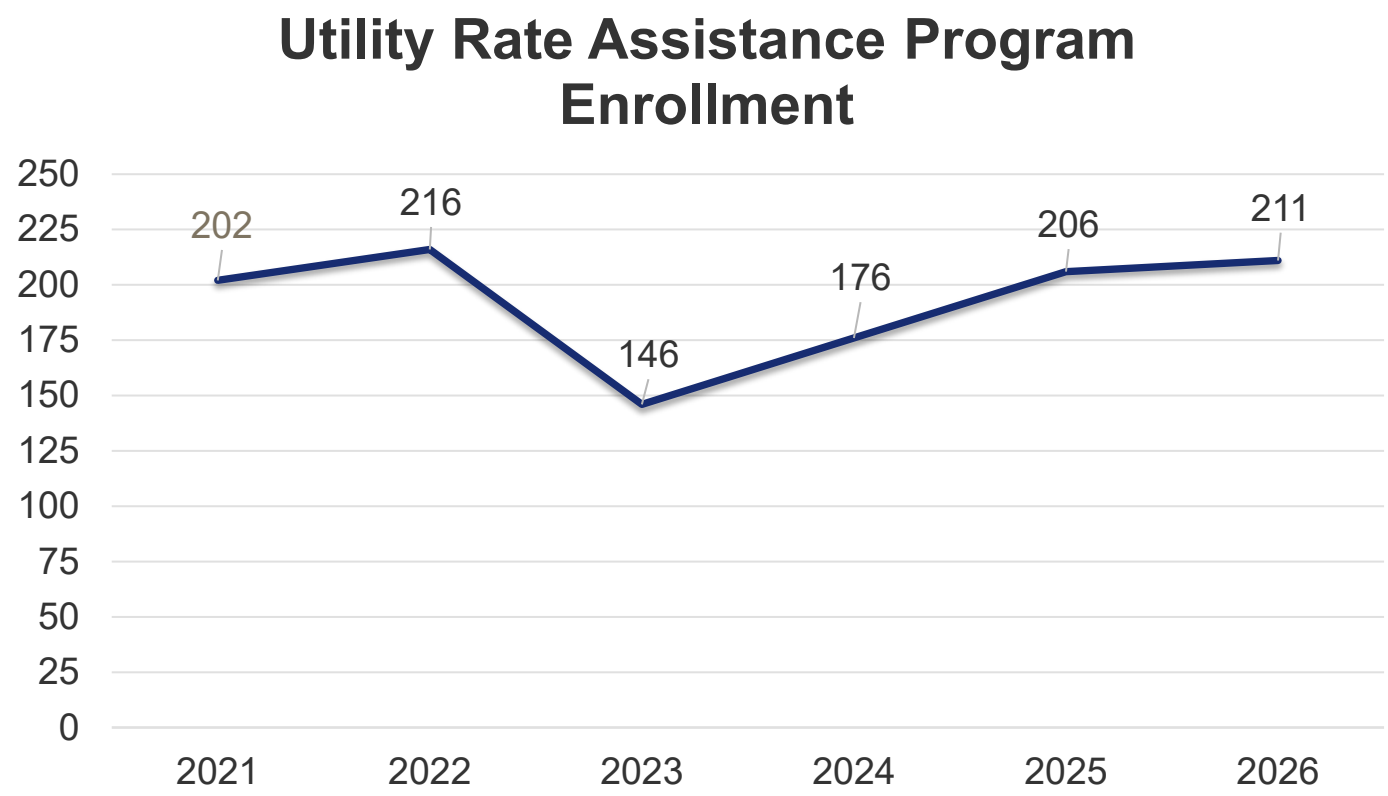
Pilot Program

- Entering Year 5 of 5

Anticipated Benefits

- Revenue reliability
- Predictable forecasting and budgeting
- Improved financial position for outside financing

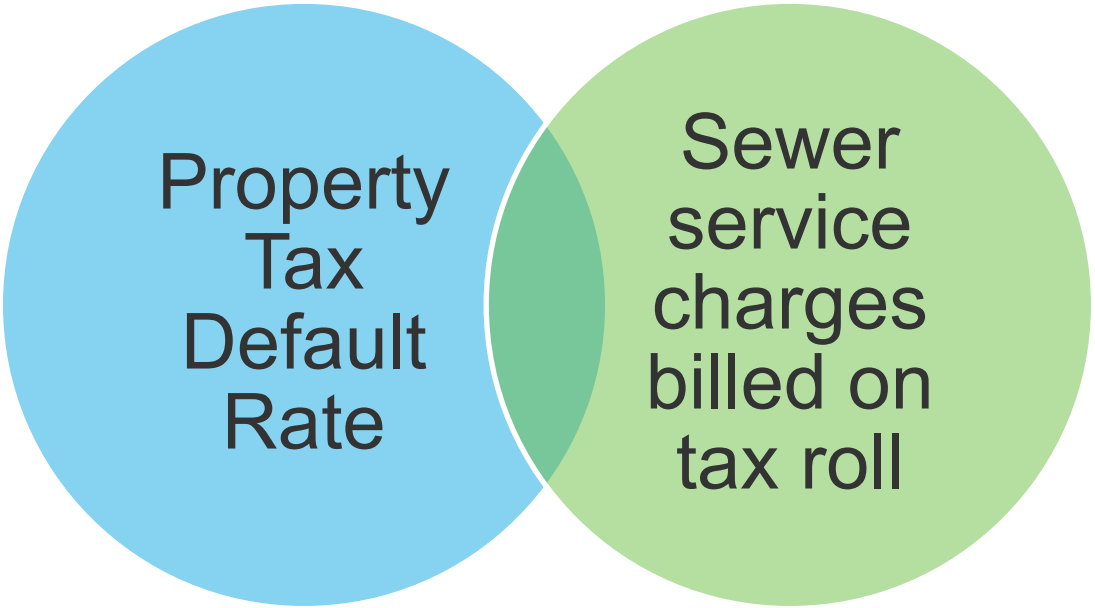
Five-Year Pilot Program Update



Five-Year Pilot Program Update

County Property Tax Default Rate

- Annual percentage remains consistently below 0.5%



Staff Recommendation

1. Hold Public Hearing
2. Determine whether there is a majority protest to the collection of sewer service charges on the tax roll for residential customers with one dwelling unit per parcel
3. Consider whether to adopt a resolution adopting the Fiscal Year 2026-27 Sewer Service Charge Report and authorizing collection of sewer service charges on the tax roll for residential customers with one dwelling unit per parcel (requires 5/7 vote)

Public Hearing

- Protests received prior to the meeting
- Public Comment
- Council Discussion

City Council Question

Is there support to continue billing sewer service charges on the County tax roll for residential customers with one dwelling unit per parcel in fiscal year 2026-27?

From: Jeremy Levine
To: GRP-City Council; ATTY-General Mailbox
Cc: Evelyn Stivers; MGR-Patrick Heisinger
Subject: [Alert. Email sent from outside the United States.] Re: Questions about Fair and Affordable Housing Ordinance: Public Comment
Date: Tuesday, June 2, 2026 11:03:19 AM

You don't often get email from jlevine@hlcsmc.org. Learn why this is important

Good morning RWC Council members and city staff--resending this email with our questions about the Fair and Affordable Housing Ordinance ballot measure just in case you missed it, since I first sent it Friday evening last week. I'm happy to discuss further with any member of the council. You can call me at the number below or set up a zoom meeting at calendly.com/jlevine97.

Regards,
Jeremy
--
Jeremy Levine (he • him)
Policy Manager
Housing Leadership Council of San Mateo County
(925) 451-4620

On Fri, May 29, 2026 at 6:27 PM Jeremy Levine <jlevine@hlcsmc.org> wrote:

> Good afternoon Redwood City City Council Members and City Attorney,
>
> On behalf of the Housing Leadership Council, please see the attached comment letter with questions about the recently qualified Fair and Affordable Housing Ordinance ballot measure. HLC hopes these questions will inform the City Attorney's study into the impacts and legal implications of the measure.
>
> Thank you for your consideration,
> Jeremy
> --
> **Jeremy Levine (he • him)**
> Policy Manager
> Housing Leadership Council of San Mateo County
> 2905 El Camino Real
> San Mateo, CA 94403
> **www.hlcsmc.org**
> 650.242.1764
>
> Facebook • Twitter • LinkedIn • Instagram • Become A Member!

From:	Dr. Bonnie Halpern-Felsher
To:	Council-Elmer MartinezSaballos; Council-Kaia Eakin; Council-Isabella Chu; Council-Jeff Gee; Council-Diane Howard; Council-Marcella Padilla; Council-Christopher Sturken
Cc:	GRP-City Council; Dr. Bonnie Halpern-Felsher
Subject:	Re: Agenda 9.A - Tobacco Ordinance - flavored tobacco
Date:	Saturday, June 6, 2026 8:51:16 PM
Attachments:	Redwood City Council_April 2026[48].pdf

Some people who received this message don't often get email from bonnieh@stanford.edu. Learn why this is important

Dear all,

I understand there is a second public hearing on Monday on this topic (Item 11.A). I hope we can count on you once again to put youth and public health above the profits of a few.

I wanted to resend my original note (attached and below) and again offer my help and support.

Thank you!
Bonnie

Bonnie Halpern-Felsher, PhD
Professor
650-678-3772

From: Dr. Bonnie Halpern-Felsher <bonnieh@stanford.edu>
Date: Monday, April 27, 2026 at 7:57 AM
To: emartinezsaballos@redwoodcity.org <emartinezsaballos@redwoodcity.org>; keakin@redwoodcity.org <keakin@redwoodcity.org>; ichu@redwoodcity.org <ichu@redwoodcity.org>; jgee@redwoodcity.org <jgee@redwoodcity.org>; dhoward@redwoodcity.org <dhoward@redwoodcity.org>; mpadilla@redwoodcity.org <mpadilla@redwoodcity.org>; csturken@redwoodcity.org <csturken@redwoodcity.org>
Cc: Dr. Bonnie Halpern-Felsher <bonnieh@stanford.edu>; council@redwoodcity.org <council@redwoodcity.org>
Subject: Agenda 9.A - Tobacco Ordinance - flavored tobacco

Dear all,

Please find attached a letter in support of Redwood City's proposed ordinance to strengthen tobacco retailer permitting and authorize San Mateo County to administer and enforce these regulations within the city.

I am also a San Mateo County resident and a mom, so this is personally and professionally

important to me.

Thank you!
Bonnie

Subject: Agenda 9.A - Tobacco Ordinance - flavored tobacco

Redwood City Council members,

I'm a Professor at Stanford University and my lab focuses on adolescent tobacco/nicotine use prevention, including preventing cigarette, e-cigarette, hookah, and oral nicotine use (e.g., nicotine pouches).

I am writing in strong support of Redwood City's proposed ordinance to strengthen tobacco retailer permitting and authorize San Mateo County to administer and enforce these regulations within the city.

Drawing on my lab's research and tobacco prevention curriculums that are being used in most schools in California and the U.S., we have seen that flavored tobacco products—including flavored e-cigarettes, cigars, and hookah—play a central role in youth initiation and continued use because sweet, mint, and fruit flavors mask the harshness of tobacco and nicotine, make smoke and aerosol easier to inhale, hide their use as they no longer smell like tobacco yet yield the same risks, and create the misperception that these products are less harmful than traditional cigarettes. While many believe that hookah use is safe, that is not at all the case. Flavored hookah tobacco is as addictive and harmful as cigarette use. Despite smoke passing through water, it still delivers addictive nicotine, tar, heavy metals, charcoal, and other toxic chemicals. A single hookah session can expose users to high levels of carbon monoxide and other dangerous substances, while shared hoses and mouthpieces increase infection risk. In fact, a 1-hour hookah session (typical timeframe of use) is equivalent to smoking 100 cigarettes!

By limiting the availability of flavored tobacco products, including flavored hookah, in restaurants and near schools and other youth-populated areas and by ensuring consistent licensing, inspections, and penalties for illegal sales, the proposed ordinance would be a critical step toward reducing youth access, correcting dangerous misperceptions, and protecting the health of adolescents in Redwood City.

I respectfully urge you to adopt this ordinance and stand with local schools, families, and health professionals in reducing youth use of flavored tobacco products.

Please let me know if I can provide further information.

Sincerely,

Bonnie Halpern-Felsher, PhD, FSAHM
Marron and Mary Elizabeth Kendrick Professor in Pediatrics II
Director, Stanford REACH Lab
Founder and Executive Director of our FREE Drug Education, Prevention, and Intervention Curriculums:
Tobacco Prevention Toolkit | Cannabis Awareness Prevention Toolkit | Drug Prevention & Intervention Toolkit
650-678-3773

From: Kathy Zmay
To: GRP-City Council
Subject: June 8th Meeting
Date: Friday, June 5, 2026 8:37:29 PM

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Subject: Opposition to Expanding Rent Control in Redwood City

Dear Mayor and Members of the City Council,

My name is Kathy Zmay, and I am a 40-year resident of Redwood City and low-income housing provider. I am responsible, not greedy, honest, not deceitful, hardworking, not lazy, and ***I am not an anomaly.*** Yet many "tenant advocates " want to paint "us"as monsters. I respectfully urge the City Council to allow the proposal that would expand rent control beyond the tenant protections already in place , go to the voters.

Redwood City recently adopted a Tenant Protection Ordinance that includes just-cause eviction protections, relocation assistance requirements, and enforcement of California's statewide rent increase limits. These measures already provide significant safeguards for renters while maintaining a reasonable balance between tenant protections and housing investment.

While I understand and share concerns about housing affordability, I do not believe additional rent control is the best solution. The proposed Fair and Affordable Housing Ordinance would impose stricter rent caps, additional fees, and expanded regulations on rental housing providers. Supporters argue this will improve affordability, but there is also concern that further restrictions could discourage investment in existing housing, reduce the funds to keep up with property maintenance, and make it more difficult to preserve our rental housing over the long term.

The fundamental challenge facing Redwood City is not simply the cost of existing housing—it is the shortage of (affordable) housing supply. Policies that encourage housing production, streamline permitting, support redevelopment, and increase housing choices are more likely to address affordability in a lasting way.

I am very concerned that additional local regulations could create uncertainty for property owners, particularly small landlords like me, who provide a significant portion of our low-income rental housing. When operating costs continue to rise , but rent increases are **further restricted,**owners will be forced to leave the rental market, reducing housing options for future residents. Similar debates in other California cities have highlighted concerns about unintended consequences and market distortions that can result from aggressive rent-control policies.

I encourage the City Council to focus on solutions that increase housing availability and affordability without discouraging investment in our community. Redwood City should continue pursuing policies that expand housing supply, support responsible development, and ***protect vulnerable residents while maintaining a healthy rental market.***

I am particularly concerned about the impact on small landlords. Rising insurance costs, property taxes with all the "extras," ongoing maintenance expenses, and regulatory compliance costs are already putting pressure on so many of us. Additional rent-control restrictions could make it harder for us small residential property owners to maintain our aging properties, make improvements, and continue taking pride in offering affordable, safe, good looking housing in Redwood City. If we want more housing options, and happy tenants, with well-maintained homes, we should avoid policies that further increase the financial burden on those who provide that housing, and support those of us who work to keep rental homes safe , clean .habitable and affordable.

It would be so nice to receive a " Good – Landlord " award, and a pat on the back, for making our little piece of paradise a better place to live, as opposed to the constant beating of a dead horse. Voters keep saying NO, and yet here we go again. Please hear our cries and logic.

Thank you for your time, consideration, and service to our community.

Sincerely,

Kathy and Steve Zmay

Redwood City Residents

Kathy Zmay
650-430-8220

From: Jim Hartnett
To: GRP-City Council
Cc: MGR-Patrick Heisinger
Subject: June 8, 2026 Agenda Item 8 a
Date: Friday, June 5, 2026 3:36:46 PM

Dear Mr. Mayor and Council Members:
As to the rent control measure, I recommend:
1. The item be placed on the November 2026 ballot for the electorate to decide:
2. Further study of the complexities and impacts beyond that in the existing 9212 report be promptly studied and reported on; and,
3. Further study and consideration of the actual ballot question be undertaken and decided upon at a subsequent council meeting.

I believe the impacts of the ordinance have not been fully studied and the council and community could benefit from additional analysis. The ballot question seems to be to be too stark, and the electorate could benefit from a more fulsome articulation.
Thank you to each and every one of you for all that you do for our great community. I appreciate all the time, effort and diligence that you devote to your duties.
Best to each of you,
Jim Hartnett
650 400 3856

From:	Larisa Ocanada
To:	GRP-City Council
Cc:	CLK-Yessika Castro
Subject:	Agenda Item 8.A. - Request for Additional Economic Analysis for Proposed Rent Stabilization Measure
Date:	Friday, June 5, 2026 1:50:26 PM
Attachments:	image004.png Redwood City City Council Letter from SAMCEDA Request for Additional Economic Analysis - 6.5.26.pdf

Dear Mayor Martínez Saballos and Members of the City of Redwood City Council,

Please see the letter requesting additional economic analysis for the proposed rent stabilization measure from SAMCEDA's President & CEO, Rosanne Foust.

The attached letter pertains to *Agenda Item 8.A*. for the City of Redwood City's upcoming City Council Meeting on Monday, June 8th at 6:00PM.

Thank you!

Larisa Ocañada
Marketing, Communications and Operations Manager
San **M**ateo **C**ounty **E**conomic **D**evelopment **A**ssociation (SAMCEDA)
1900 O'Farrell Street, Suite 380
San Mateo, CA 94403
650-413-5600, Ext. 2
locanada@samceda.org
www.samceda.org

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June 5, 2026

Mayor Elmer Martínez Saballos and Members of the City Council
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

RE: *Agenda Item 8.A.* - Request for Additional Economic Analysis for Proposed Rent Stabilization Measure

Dear Mayor Martínez Saballos and Members of the City of Redwood City Council,

For seven decades, the San Mateo County Economic Development Association (SAMCEDA) has been a leading voice for the economic engine that is San Mateo County. SAMCEDA believes in the power of a strong economy driven by an appreciation of what that engine provides to our ecosystem on the Peninsula.

By working with employers of all sizes and industries, engaging with our public sector and our elected leadership, recognizing that we have 21 individual jurisdictions (20 cities and one county) and collaborating and communicating with the Chambers of Commerce, non-profit organizations and our educational institutions, SAMCEDA tackles the most difficult challenges through goal-oriented solutions.

As the City Council considers the proposed rent stabilization measure and whether to place it on the November ballot, we respectfully request a more comprehensive economic analysis of the proposal's potential long-term impacts on housing, employers, residents, affordable housing providers, and the City's fiscal condition.

The staff report provides an important foundation, but several issues warrant deeper examination before voters are asked to make a decision on a measure that could have significant and lasting implications for Redwood City's housing market and economic vitality.

Affordable Housing Preservation

The report identifies potential financial and operational challenges for deed-restricted affordable housing developments and other older affordable rental properties that could be subject to the measure. We believe this issue deserves significantly deeper evaluation.

Specifically, the City should assess potential impacts on nonprofit affordable housing providers and the long-term preservation of existing affordable housing stock, including:

- Projected revenue impacts over time;
- Effects on operating budgets and financial sustainability;
- Potential deferred maintenance consequences;
- Impacts on capital reserves and replacement reserves;
- Effects on rehabilitation and modernization efforts; and
- Risks to the long-term preservation of existing affordable housing units.

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Understanding these impacts is particularly important because preserving existing affordable housing is often more cost-effective than replacing units that are lost from the housing inventory.

Program Cost and Fiscal Risk

The staff report estimates annual program administration costs ranging from approximately $4 million to $10.1 million, in addition to startup costs. The report also notes that the proposed initial fees would not fully cover anticipated program expenses and that a fully operational program could require assessments as high as approximately $545 per unit compared with the initial proposed assessment of $120 per unit.

Given the City's projected multi-year budget challenges, we respectfully request additional analysis regarding how potential funding gaps would be addressed. Specifically:

- How would operating shortfalls be managed if fee revenue proves insufficient?
- Would General Fund resources be required to subsidize the program?
- What risks would the program create for other City priorities and services?
- How would future fee increases affect housing providers and tenants?

These questions are especially relevant as the Council simultaneously considers long-term budget challenges and fiscal sustainability.

Workforce Housing and Employee Mobility

The report notes that rent stabilization may help existing renters remain housed but could also reduce housing availability for new residents seeking to move into Redwood City. We encourage the City to further analyze the implications of this dynamic for workforce mobility and labor force recruitment.

Employers across multiple sectors including healthcare providers, schools, public agencies, nonprofit organizations, technology companies, hospitality businesses, and other service-sector employers depend on the ability to attract and retain workers from throughout the region. A more detailed analysis should examine how reduced housing turnover and availability may affect employers' ability to recruit employees and maintain workforce stability.

Business Attraction, Retention, and Regional Competitiveness

While the report briefly references potential economic impacts, we believe the relationship between housing availability and economic competitiveness warrants more thorough analysis.

Housing supply and availability are critical factors in business location decisions, employer expansion plans, and workforce recruitment efforts. Redwood City's ability to attract and retain employers is closely linked to the availability of housing for current and future employees. A more robust evaluation of potential impacts on economic development, business retention, and regional competitiveness would help provide voters with a more complete understanding of the measure's implications.

Conclusion

The proposed rent stabilization measure raises complex questions involving housing stability, affordability, fiscal sustainability, economic competitiveness, workforce recruitment, and long-term housing production. Given the significance of these issues, we believe additional economic analysis

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would provide both policymakers and voters with a more complete understanding of the measure's potential consequences before any ballot decision is made.

We appreciate the Council's consideration of these issues and respectfully request that additional analysis be completed and made publicly available prior to final action.

Sincerely,

Rosanne Foust
President & CEO, SAMCEDA

From: Bryan Lam
To: GRP-City Council
Subject: CFCA Comments on Agenda Item 11A
Date: Friday, June 5, 2026 10:04:32 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
Redwood City City Council Letter.pdf

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Good morning,

Please see attached for CFCA's comments regarding agenda item 11.A. on the City Council meeting agenda for 06/08. Thank you, and please feel free to reach out if with any questions!

Kind regards,
Bryan Lam
Policy & Engagement Analyst
2520 Venture Oaks Way, Suite 100, Sacramento, CA 95833
Main: (916) 646-5999 | Fax: (916) 646-5985 | www.cfca.energy

CALIFORNIA FUELS + CONVENIENCE ALLIANCE

Advocates for the fuels and convenience store industries since 1952

CALIFORNIA FUELS + CONVENIENCE ALLIANCE

June 5th, 2026

Redwood City City Council

1017 Middlefield Rd.

Redwood City, California 94063

RE: Comments Regarding Proposed Adoption of San Mateo County Tobacco Ordinance

Honorable Mayor and members of City Council,

The California Fuels & Convenience Alliance (CFCA) represents independent gas station and convenience store operators across the state, an industry of over 12,000 locations who are a majority family-owned and operated establishments. We appreciate the opportunity to provide input as Redwood City considers potential tobacco policy options and respectfully urge City Council to reconsider adopting San Mateo County's tobacco retailer ordinance.

While we understand City Council's direction to adopt the County ordinance in the interests of maintaining strong tobacco enforcement, we must humbly share some prevalent concerns about its impact on local convenience stores. These small "mom-and-pop" businesses aren't just single-product retailers in either fuel or tobacco, but rather quintessential establishments that supply neighborhoods with everyday goods and services. Essential products ranging from personal hygiene items to everyday grocery foods can be found on the shelves of these stores, and their contributions to the community don't just stop there. Local gas stations and convenience stores play a vital role in providing a source of employment for local residents, as well as a significant source of sales and tax revenue generation. It is also not uncommon for these cornerstone establishments to participate in local charity events and drives, taking a more active role in giving back to the communities that they serve.

When reviewing potential policy options, a policy approach like San Mateo County's tobacco ordinance carries an increased probability of unintended consequences for Redwood City's small businesses. The ordinance indiscriminately subjects all tobacco retailers to proximity requirements from youth-oriented facilities and other retailers which, when paired with a prohibition of tobacco retailer license transferring, risks undermining the financial and labor investments made by local business owners in their stores. Under the County's ordinance, a convenience store operator who has invested in the community for decades could have their tobacco retailer license jeopardized if a youth-oriented facility, such as a daycare center or tutoring facility, decides to establish operations within 1000 feet of their business. Despite tobacco not being a convenience store's primary source of income, tobacco sales can still account for up to 35% of in-store revenue, providing a crucial lifeline that can help business

owners keep their doors open and workers employed. For an industry where a majority of owner-operators' primary retirement asset lies in their business valuation, any threat to their ability to sell tobacco can dramatically diminish any prospects of retirement.

Furthermore, San Mateo County's tobacco ordinance also includes a prohibition on the retail sale of any vapor products, even those deemed to be legal, unflavored varieties by the state of California's Unflavored Tobacco List. Introducing a product category ban could be detrimental to not just Redwood City's small retailers, but also to the Council's public health goals. As California's experience with prohibition has indicated, product bans do not eliminate demand but instead redirect it from the City's retailers towards neighboring jurisdictions and, in the worst-case scenario, the illicit market. This creates a no-winners situation where the City loses tax revenue that would otherwise go towards funding vital local, state, and federal programs, while also creating an environment for unregulated sellers to thrive – effectively undermining the Council's public health objectives.

Instead of adopting San Mateo County's tobacco ordinance, we respectfully urge Redwood City Council to pursue alternative methods of funding tobacco enforcement. A potential funding measure is the implementation of a Redwood City-specific tobacco retailer licensing fee and further tobacco product taxes. This presents an alternative policy option that avoids the adoption of harmful restrictions in the County ordinance, circumventing the risk of unintended consequences for the City's local businesses.

We appreciate the Council's consideration and look forward to collaborating with Redwood City Council on a balanced, yet effective policy approach for tobacco regulation and enforcement.

Sincerely,

Bryan Lam, Policy & Engagement Analyst

California Fuels & Convenience Alliance

From: Cary Bloomquist
To: GRP-City Council
Subject: Re: June 8, 2026 City Council Regular Meeting Agenda
Date: Thursday, June 4, 2026 10:09:03 PM

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Re: June 8 City Council Agenda Item 11B.

Dear Honorable Council Members,

I own real property located at 940 Taft Street.

Listed under the Public Hearing Section 11 on the June 8 City Council Agenda, I oppose the approval of item 11B.

Sincerely,

Mr. Cary Bloomquist
Property Owner

On Thu, Jun 4, 2026 at 4:56 PM City of Redwood City <social@redwoodcity.org> wrote:

> City of Redwood City
> June 8, 2026
> City Council Regular Meeting Agenda
>
> Hello all,
>
> Below is the agenda link and meeting information for the City Council Regular Meeting at 6:00 p.m. on Monday, June 8, 2026.
>
> **Regular Meeting Agenda**
> June 8, 2026 City Council Agenda
>
> **Join 6:00 p.m. Zoom Meeting**
> https://redwoodcity.zoom.us/j/99481825639
> **Meeting ID: 994 8182 5639**
> **Dial-in audio: (669) 900-6833**
>
> **PURSUANT TO THE RALPH M. BROWN ACT, this meeting will be held both in person and virtually. 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 remotely as provided below.**
>
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verse Channel 99 and streamed live via the City's website www.redwoodcity.org. Click HERE to join the meeting by Zoom (Meeting ID 994 8182 5639).

PUBLIC COMMENT: *All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor, in accordance with the City Council's Guide to Communications & Business, available here*. In-person speakers will be called first, followed by virtual attendees.

To provide public comment via Zoom, Click HERE to join the meeting by Zoom (Meeting ID 994 8182 5639) and use the "Raise Hand" feature to request to speak. You may rename your profile if you wish to remain anonymous.

For dial-in comments, call *67 (669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number), enter Meeting ID 994 8182 5639 and press *9 to request to speak.

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

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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, City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address ycastro@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.

Thank you,

Yessika Castro, CMC, CPMC
City Clerk
City of Redwood City
1017 Middlefield Road, Redwood City, CA 94063
Main: (650) 780-7220

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Subject: Tonight's Agenda Item 8.A.

From: Lori Kentzell <Lori.Kentzell@eprodesse.com>
Sent: Monday, June 8, 2026 11:24 AM
To: Council-Elmer MartinezSaballos <emartinezsaballos@redwoodcity.org>; Council-Kaia Eakin <KEakin@redwoodcity.org>; Council-Isabella Chu <ichu@redwoodcity.org>; Council-Jeff Gee <jgee@redwoodcity.org>; Council-Diane Howard <DHoward@redwoodcity.org>; Council-Marcella Padilla <mpadilla@redwoodcity.org>; Council-Christopher Sturken <csturken@redwoodcity.org>; CLK-Yessika Castro <ycastro@redwoodcity.org>
Subject: Tonight's Agenda Item 8.A.

Some people who received this message don't often get email from lori.kentzell@eprodesse.com. Learn why this is important

Dear Mayor Elmer Martinez Saballos and Members of the Redwood City Council:

This is a request for supplemental Section 9212 economic analysis:

I have reviewed item 8.A. of the council's agenda for this evenings meeting and thank you for producing a Section 9212 economic impact report about the proposed Fair and Affordable Housing Ordinance. The report does provide valuable information about the potential impacts of the initiative's rent control provisions and reflects the city's commitment to informed decision-making.

However, the report focuses primarily on rent control while providing limited economic analysis of the initiative's broader regulatory requirements, including expanded just-cause eviction mandates, relocation assistance requirements, right-to-return provisions, anti-harassment regulations, tenant safety plan requirements and buyout restrictions.

These provisions apply to a much broader segment of Redwood City's rental housing stock than rent control itself, including many single-family rentals, post-1995 multifamily housing, ADUs, and affordable housing communities.

I respectfully request that the City Council direct staff to prepare a supplemental Section 9212 report evaluating the economic impacts of these non-rent-control provisions using the same analytical framework applied to rent control.

Regards,

Lori Kentzell
CA DRE License #01394214
Director of Compliance & Training
Prodesse Property Group
655 Mariners Island Blvd., #301
San Mateo, CA 94404
(650) 430-9963
Lori.Kentzell@eprodesse.com

Visit our rental portal at http://residential.eprodesse.com

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From: Marcelene Luna
To: GRP-City Council
Subject: [Alert. Email sent from outside the United States.] 10.A. FY 2026-27 Recommended Budget
Date: Monday, June 8, 2026 2:39:13 PM

Some people who received this message don't often get email from celene69crane@gmail.com. Learn why this is important

Dear City Council Members,

I am writing to express my strong opposition to the proposal in the FY 2026-27 budget to hire two additional police officers.

According to the budget report, overall crime in Redwood City has decreased by 11.64%, with the most significant reduction—17.48%—occurring in crimes against persons. Furthermore, the council's 2024 approval of drones, Tasers, expanded camera coverage, and the IAPro system has already significantly increased the efficiency of the Redwood City Police Department.

Rather than increasing the police force, our community would be better served by hiring additional mental health clinicians. We currently receive over 300 calls for mental health assistance annually, yet we employ only one clinician. While police officers may receive training in this area, they cannot replace the expertise of a trained mental health professional.

I urge the council to prioritize tax dollars where they will have the greatest impact on community safety. Please consider reallocating these funds to support the mental health resources our city clearly needs.

Sincerely,

Marcelene Luna

From: Crystal Leach
To: GRP-City Council
Subject: [Alert. Email sent from outside the United States.] Re: Subject: Tobacco ordinance - strong support!
Date: Monday, June 8, 2026 4:11:45 PM

Some people who received this message don't often get email from cleach@seq.org. Learn why this is important

Dear Redwood City Councilmembers,

As Superintendent of the Sequoia Union High School District, I am writing to express strong support for the proposed ordinance updating Redwood City's Tobacco Retail Permit regulations and authorizing San Mateo County to administer and enforce them within the city. This action is urgently needed to address ongoing illegal sales of flavored tobacco and vaping products to youth, which directly undermines our efforts to keep students healthy, focused, and ready to learn. Strengthening licensing, inspections, and penalties for retailers who sell to those under 21 will significantly reduce youth access to these addictive products and aligns with our district's commitment to a safe and healthy learning environment. I respectfully urge you to adopt the ordinance.

Sincerely,

Crystal Leach, Superintendent

Sequoia Union High School District

480 James Avenue

Redwood City, California 94062
(650) 369-1411

From:	Justin Hardt
To:	GRP-City Council
Cc:	Lori Koester
Subject:	[Alert. Email sent from outside the United States.] Comment to Item 8A for June 8, 2026 City Council Meeting
Date:	Monday, June 8, 2026 5:23:35 PM
Attachments:	Memo_Affordable_Housing_Chapter42_Impact_v2-2.pdf

---

See the attached memo.

Justin Hardt

Integrated Community Development

20750 Ventura Blvd., Suite 155

Woodland Hills, CA 91364

(c) 818-674-8123

MEMORANDUM

TO:	Redwood City City Council
FROM:	112 Vera Ave., L.P.
DATE:	June 8, 2026
RE:	**Impact of Proposed Fair and Affordable Housing Ordinance (Chapter 42) on Low-Income Housing Developments with Long-Term Affordability Restrictions**

I. PURPOSE

This memorandum provides notice that the proposed Redwood City Fair and Affordable Housing Ordinance (Municipal Code Chapter 42, the "Ordinance") contains no exemption for privately-owned low-income housing developments operating under long-term affordability restrictions. If adopted as written, the Ordinance will impose significant compliance obligations on these properties — obligations that conflict with or duplicate existing regulatory agreements and that may adversely affect the financial feasibility of affordable housing development in Redwood City.

II. BACKGROUND

Low-income housing developments with long-term affordability restrictions include properties financed through the Low-Income Housing Tax Credit (LIHTC) program, HOME Investment Partnerships funds, Community Development Block Grants, tax-exempt bond financing, and similar programs. These properties are governed by regulatory agreements with federal, state, and local agencies that already impose strict controls on rents, tenant eligibility, lease terms, and eviction procedures.

The Ordinance establishes a comprehensive Rent Stabilization and Tenant Protections Program applicable to "all residential rental units in the City of Redwood City except those units that are exempted" (Sec. 42.5.D). The exemptions are enumerated in Sections 42.3(B) and 42.4. A careful review of all exemption language confirms that no provision exempts affordable housing developments with regulatory agreements from any part of the Ordinance.

III. FINDINGS: NO EXEMPTION EXISTS

The Ordinance enumerates three categories of units fully exempt from all provisions (Sec. 42.3.B):

- Hotels, motels, and inns renting primarily to transient guests for fewer than 30 days;
- Hospitals, convents, monasteries, extended medical care facilities, non-profit homes for the aged, and accredited higher education dormitories; and
- Units that are the landlord's primary residence where the landlord shares a bathroom or kitchen with the tenant.

Two additional categories are exempt only from rent stabilization (Secs. 42.4.A–B):

- Units exempt under the Costa-Hawkins Rental Housing Act (generally, single-family homes and condos, and units first occupied after February 1, 1995); and
- Units fully owned, operated, and managed by a San Mateo County government unit, agency, or authority — and only where applicable federal or state law independently requires the exemption.

None of these exemptions applies to privately-owned affordable housing developments governed by LIHTC regulatory agreements, HOME regulatory agreements, deed restrictions, or similar long-term affordability covenants. Such properties are subject to the full Ordinance.

IV. SPECIFIC IMPACTS ON AFFORDABLE HOUSING DEVELOPMENTS

A. Rent Stabilization — Sec. 42.6

The Ordinance caps annual rent increases at 60% of CPI (between 0% and 5%), rolling back all rents to October 29, 2025, levels as a base. Affordable housing rents are already set below market and adjusted annually pursuant to regulatory agreements and HUD income limits — not market conditions. The Ordinance's rent stabilization layer creates a potentially conflicting second set of rent restrictions. Owners must determine which limitation controls in any given year and risk liability for excess rent charges if they misapply the rule.

B. Just Cause Eviction — Sec. 42.7–42.9

The Ordinance restricts termination of tenancy to enumerated at-fault and no-fault causes. Affordable housing developments already operate under regulatory agreements and HUD/IRS compliance requirements that govern lease terminations. The Ordinance imposes additional procedural steps (written warnings, specific notice content, filing with the Program within 3 days of serving a termination notice) that are not required under existing affordable housing compliance frameworks.

C. Relocation Payments for No-Fault Evictions — Sec. 42.9(C)

For no-fault evictions (owner move-in, demolition/withdrawal, substantial renovation), the Ordinance requires relocation payments equal to the greater of four times the HUD fair market rent for the unit size or $12,000 per tenant household, with an additional $6,000 for households with members aged 62 or older, disabled, or terminally ill. Affordable housing developers performing required capital improvements or complying with agency-mandated rehabilitation scopes would be subject to these substantial relocation payment obligations, significantly increasing project costs.

D. Tenant Safety Plans for Renovations — Sec. 42.10

The Ordinance requires City approval of a tenant safety plan before any substantial renovation permit can be issued. Affordable housing properties routinely undertake rehabilitation work required by HUD, TCAC, or as a condition of financing. The added requirement to obtain City approval of a tenant safety plan — with potential tenant appeals and hearings — introduces delays and costs that could impair the ability of affordable housing owners to satisfy their obligations to funders and regulatory agencies.

E. Annual Rental Housing Fee — Sec. 42.15(D)

The Ordinance imposes an annual rental housing fee of $120 per controlled unit ($10/month). This fee applies to all controlled rental units, including affordable housing units. Because affordable housing rents are set below market and the fee cannot be passed through to tenants without violating regulatory agreement rent limits, this cost would be absorbed entirely by the owner, reducing project cash flow and potentially jeopardizing debt service coverage and reserve requirements.

F. Harassment Prohibitions and Liability Exposure — Secs. 42.13, 42.18

The Ordinance exposes landlords to civil liability of no less than three times actual damages for harassment violations, excess rent charges, and improper evictions. Affordable housing owners and managers operating in good faith under complex regulatory frameworks face an elevated risk of inadvertent violations and associated liability, particularly regarding rent calculation errors at the intersection of the Ordinance's base rent rollback and existing regulatory agreement requirements.

G. Operating Cost Compression — Threat to Long-Term Viability

Affordable housing developments are subject to the same operating expenses as market-rate properties. Sewer, water, trash removal, and property insurance costs are assessed without regard to whether a property carries affordability restrictions. There is no reduced utility rate for an affordable housing development, no differentiated trash-hauling fee, and no discount on water service. Insurance premiums for affordable housing are, in many cases, higher than those for comparable market-rate properties because insurers perceive greater risk associated with the resident population and the complexity of regulatory compliance. These fixed and quasi-fixed costs increase annually at market rates, typically outpacing the rent increases permitted under existing state law and affordability regulatory agreements.

This dynamic creates a structural compression of operating margins over time. As expenses grow at market rates and rental income is constrained by regulatory agreement rent limits, the gap between revenues and expenses narrows each year. Affordable housing owners have limited tools to address this compression: they cannot raise rents above regulatory limits, cannot readily reduce the scope of mandated housing services, and must continue to satisfy debt service, reserve funding requirements, and compliance obligations imposed by investors, lenders, and government agencies.

The proposed Ordinance significantly exacerbates this problem. By imposing an additional cap on annual rent increases (60% of CPI, maximum 5%) and by rolling back rents to October 29, 2025 levels, the Ordinance further limits the revenue available to affordable housing owners at exactly the time when operating costs continue to escalate unconstrained. The practical consequences of this worsened compression are predictable and serious:

- **Staffing Reductions:** On-site management and maintenance staffing reductions, diminishing the quality and responsiveness of resident services.
- **Reduced Community Amenity Hours:** Curtailment or elimination of community room, computer lab, and other resident amenity hours as payroll and operating costs are cut.
- **Deferred Maintenance:** Deferral of capital repairs and preventive maintenance, leading to deteriorating physical conditions that ultimately harm the low-income residents the Ordinance seeks to protect.
- **Reserve Shortfalls:** Failure to fund required replacement reserves at contractually mandated levels, potentially triggering defaults under regulatory agreements and loan documents and jeopardizing the long-term viability of the development.

Unlike market-rate landlords, affordable housing developers cannot respond to cost compression by raising rents. Water bills, sewer charges, trash-hauling fees, and insurance premiums arrive at market rates with no relief mechanism. The Ordinance provides no offset for these costs, no hardship petition process that accounts for the regulatory-agreement-constrained revenue structure of affordable housing, and no exemption from the annual rental housing fee — a fee that, for affordable housing owners, is an unrecoverable cost absorbed entirely from already-compressed operating budgets. Over the 15- to 55-year term of a typical regulatory agreement, this steady erosion of operating margin poses a fundamental threat to the financial stability of properties that the City depends upon to house its lowest-income residents. Passage of this Ordinance, without an exemption or meaningful relief for affordable housing, will accelerate that erosion.

V. RECOMMENDED AMENDMENTS

We respectfully request that the Council amend Chapter 42 to add an express exemption — or at minimum a harmonization provision — for low-income housing developments operating under long-term affordability restrictions. Specifically, we recommend one or more of the following:

- **Exempt from all provisions of Chapter 42 any rental unit subject to a recorded regulatory agreement with a federal, state, or local government agency that restricts rents to affordable levels for a term of not less than 15 years and requires just cause for eviction as a condition of the regulatory agreement.**
- **At a minimum, exempt from the rent stabilization provisions of Sections 42.6 and 42.15 any unit whose rent is determined pursuant to a regulatory agreement with a government agency, on the grounds that the regulatory**

agreement already performs the stabilization function the Ordinance seeks to achieve.

- **Add a provision stating that where a regulatory agreement with a government agency imposes obligations on a landlord that are inconsistent with any provision of Chapter 42, the regulatory agreement shall control to the extent of the inconsistency, and compliance with the regulatory agreement shall constitute compliance with the corresponding provision of Chapter 42.**
- **Waive the annual rental housing fee for units encumbered by a long-term affordability restriction regulatory agreement, given that such units already serve the affordability goals the Ordinance seeks to advance and generate below-market rental income.**

VI. CONCLUSION

The Ordinance's goals of promoting housing stability and affordability are well-aligned with the mission of affordable housing developers. However, as currently drafted, the Ordinance creates duplicative and potentially conflicting requirements for properties already subject to government-mandated affordability controls. Without an exemption or harmonization provision, the Ordinance may inadvertently increase the cost and complexity of operating affordable housing in Redwood City, undermining the very housing policy objectives the Ordinance seeks to advance.

We welcome the opportunity to work with the Council and City staff to develop amendment language that achieves the Ordinance's goals while preserving the viability of long-term affordable housing in Redwood City. Please contact us at your earliest convenience to discuss:

Lori Koester
Executive Director
Corporation for Better Housing
lkoester@corpoffices.org
818-605-3758

Justin Hardt
Summix, LLC
jhardt@icdemail.com
818-674-8123

From: Astrid Rieber
To: GRP-City Council
Subject: Please support Tobacco Retailer Permit Ordinance
Date: Monday, June 8, 2026 5:35:07 PM

Dear City Council Members:

My name is Astrid Rieber and I am a Redwood City resident and a parent who raised my children here. My children attended our local schools, and throughout those years I often worried about how easily they could be exposed to and access vaping and tobacco products.

I am writing in full support of Redwood City adopting the County's Tobacco Retailer Permit Ordinance. These products are getting into the hands of youth, they are easy to access, and they are already an issue in our local schools. As parents, we can talk to our children, educate them, and support prevention efforts, but those efforts are undermined when flavored vapes and tobacco products remain readily available in the community.

Since 2022, Redwood City retailers have operated with minimal local oversight. Adopting the County ordinance would give Redwood City a stronger and more consistent way to address this problem through retailer licensing, regular inspections, and meaningful consequences for businesses that sell to minors or violate the law.

Our students deserve a community that takes this issue seriously. Please vote to adopt the County's Tobacco Retailer Permit Ordinance and help create a safer, healthier environment for Redwood City youth.

Thank you for your consideration.

Astrid Rieber

From: Luci Latu
To: GRP-City Council
Cc: Taulama for Tongans
Subject: Public Comment – Agenda Item 11A: County Match Tobacco Retail Licensing Ordinance
Date: Monday, June 8, 2026 6:18:53 PM

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Dear Mayor Martínez Saballos and Members of the Redwood City City Council,

My name is Lucianne F. Latu, and I am a resident of San Mateo County in the City of San Mateo. I also serve as the Assistant Director of Taulama for Tongans, a community-rooted nonprofit organization dedicated to empowering Pacific Islander individuals and families throughout San Mateo County through culturally grounded services, education, advocacy, and community engagement.

I am writing in strong support of Agenda Item 11A and the adoption of the County Match Tobacco Retail Licensing Ordinance.

As I shared in my previous public comment, gathering spaces are deeply important in Pacific Islander communities. These are the places where families come together to share meals, tell stories, celebrate milestones, support one another, and pass cultural traditions from one generation to the next. These spaces help strengthen our sense of identity, belonging, and community.

Because these spaces matter so much, protecting the health of the people who gather within them matters even more.

For me, this issue is not about pitting public health against culture. Public health and culture should work hand in hand. Our health is what allows our communities to thrive, our traditions to continue, and future generations to remain connected to their families and cultural heritage. Without healthy communities, our ability to preserve and pass on our culture becomes more difficult.

The need for action is clear.

According to the City's staff report, Redwood City currently has approximately 55 tobacco retailers and has experienced years of limited and inconsistent tobacco retailer enforcement since County permitting ceased in 2022. City inspections identified retailers continuing to sell flavored tobacco products and e-cigarettes despite existing prohibitions. Additionally, statewide data cited in the staff report found that 18.9% of tobacco retailers sold to underage youth and young adults in 2024, while 84.5% of youth tobacco users reported using flavored tobacco products.

The staff report also notes that vaping remains the most common form of tobacco use among youth and that flavored products continue to be a primary pathway into nicotine addiction for young people. Redwood City residents, families, schools, and youth-serving organizations all bear the consequences of these realities.

I also appreciate that the County Match approach balances public health protections with

practical implementation considerations. The County model provides consistent education, permitting, inspections, and enforcement across jurisdictions while reducing administrative burden on the City. By leveraging existing County infrastructure and expertise, Redwood City can strengthen protections for youth and the broader community without incurring the significant staffing and operational costs associated with building and administering a separate local program.

Most importantly, adopting the County Match ordinance creates consistency across San Mateo County. Youth, families, and communities move freely across city boundaries. Our public health protections should be equally consistent.

At the end of the day, this decision is about prevention, accountability, and the kind of community we want to create for future generations.

Every space that brings people together should strengthen our communities—not expose them to preventable harm.

Thank you for your leadership, your consideration, and your commitment to the health and well-being of Redwood City residents.

Respectfully,

Lucianne (Luci) F. Latu
Assistant Director
Taulama for Tongans
1650 South Amphlett Boulevard
Suite 105
San Mateo, CA 94402
Office Phone: (650) 286-1500
EIN: 68-0488293
Taulama Email: taulamafortongans@gmail.com
~~~~~~~
Personal Cell: (650) 235-6519
Personal Email: lflatu78@gmail.com

For more information:
Website: https://taulama.org

To DONATE:
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From: Shawneece Stevenson
To: GRP-City Council
Subject: [CAUTION: SUSPECT SENDER] strong support of the proposed ordinance
Date: Monday, June 8, 2026 7:33:16 PM

Some people who received this message don't often get email from sstevenson@bachac.org. Learn why this is important

Dear City Council of Redwood City,

I am writing in strong support of the proposed ordinance to strengthen Redwood City's tobacco retailer rules and enforcement. BACHAC's mission is to eliminate health disparities across generations and diverse communities through education and services, with a particular focus on reducing the effects of health concerns that disproportionately affect communities of color. Stronger tobacco retailer oversight is consistent with that mission because flavored tobacco and youth nicotine addiction continue to worsen health inequities for families already facing disproportionate health burdens.

Redwood City's action is especially important because stronger local enforcement can help reduce youth access to flavored tobacco products and other illegal sales. San Mateo County's updated ordinance increased penalties for retailers that sell tobacco to minors, and Redwood City's existing flavored tobacco rules already reflect the City's recognition that these products pose a serious risk to young people.

I respectfully urge you to adopt this ordinance to help protect youth, support healthier families, and advance health equity in Redwood City.

Sincerely

Shawneece

_____
Shawneece Stevenson, MSW, ACC, RFPI
Co-Manager, Resilience and Mental ***Well***ness Initiative
www.bachac.org/community-assessment
Bay Area Community Health Advisory Council
sstevenson@bachac.org | www.bachac.org | **NEW OFFICE:** 1670 South Amphlett Blvd. Suite 105, San Mateo, CA 94402
Mailing: 204 East 2nd Avenue #720, San Mateo, CA 94401
(office.) 650-204-1611

“Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars to change the world.” —*Harriet Tubman*

To learn more about BACHAC and our initiatives, visit bachac.org | For news on BACHAC projects, resources and blogs, subscribe! | For real time updates on BACHAC events and activities, follow us! Facebook, Instagram, LinkedIn | NEW: Check out Peninsula Connect Calendar on our website [scroll down] to upload, share resources, find resources, and connect the Black Community and Beyond to community events and opportunities.

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: 6/8/26 PHONE NO 650.542.0914

NAME: John Mendez

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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AGENDA ITEM NO. 8A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): Self

SPEAKER'S CARD — City of Redwood City

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DATE: 6/8 PHONE NO _____

NAME: Tony Gapa-stone

ADDRESS: 3727 Hamilton Way ZIP: 94063

EMAIL ADDRESS tony@bravemaker.com

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ORGANIZATION REPRESENTED (if any): BraveMaker

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DATE: 6-8-26 PHONE NO 650-365-9443

NAME: JEFFREY SCHABOWSKI

ADDRESS: 423A DUANE ST ZIP: 94062

EMAIL ADDRESS jeffschabowski@gmail.com

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AGENDA ITEM NO. 8A OR SUBJECT 9212 REPORT

ORGANIZATION REPRESENTED (if any): _____

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DATE: 6/8/26 PHONE NO 650-489-2260

NAME: AMY MENDEZ

ADDRESS: 461 FULTON RD. SM ZIP: 94402

EMAIL ADDRESS amy@sleepmadeapartments.com

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ORGANIZATION REPRESENTED (if any): SELF

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DATE: 6/8/26 PHONE NO _____

NAME: ASTRID RIEBER

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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DATE: 6/8/26 PHONE NO _____

NAME: DAVID RIEBER

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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DATE: 6/8/26 PHONE NO _____

NAME: Ayub Gokce

ADDRESS: Pasha ZIP: _____

EMAIL ADDRESS _____

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DATE: 6/8/26 PHONE NO _____

NAME: ~~Ali~~ Neil Lundy.

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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DATE: _____ PHONE NO _____

NAME: Ali Ahmad

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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DATE: 6/8/26 PHONE NO 415 866-6343

NAME: Jamieson Fong Esq.

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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ORGANIZATION REPRESENTED (if any): Pasha, Sandwich Spot + Rockin Wrap

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DATE: 6.8.26 PHONE NO 530.630.9343

NAME: Omar Salem

ADDRESS: 875 Woodside Rd ZIP: 94061

EMAIL ADDRESS Omarsms@live.com

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DATE: June 8, 2026 PHONE NO

NAME: Tricia Barr

ADDRESS: ZIP:

EMAIL ADDRESS

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DATE: 06/08/26 PHONE NO (602)571-2958

NAME: Gabrielle Mihajlovich

ADDRESS: 125 Northgate Pr, Woodside ZIP: 94062

EMAIL ADDRESS gabby.mihajlovich@gmail.com

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AGENDA ITEM NO. 11 A OR SUBJECT Tobacco

ORGANIZATION REPRESENTED (if any):

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DATE: 6-8-2026 PHONE NO 650 678 2596

NAME: JEFFrey VASSALLO

ADDRESS: 1700 Notre Dame Av ZIP: 94002

EMAIL ADDRESS JEFFrey VASSALLO

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AGENDA ITEM NO. OR SUBJECT Hookah

ORGANIZATION REPRESENTED (if any): Hoo KaH-Lounge
THe SandwicH sPot

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City of Redwood City

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DATE: 6-8-2026 PHONE NO (361) 402-8475

NAME: Nancy Moya

ADDRESS: 234 5th Ave #1 ZIP: 94063

EMAIL ADDRESS nancy.moya.13@gmail.com

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ORGANIZATION REPRESENTED (if any): _____

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City of Redwood City

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DATE: 6/8/26 PHONE NO 650 208 4174

NAME: STEVEN HOWARD

ADDRESS: 907 KATHERINE ZIP: 94062

EMAIL ADDRESS SMH1950M@GMAIL.COM

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AGENDA ITEM NO. 7A OR SUBJECT RENT CONTROL

ORGANIZATION REPRESENTED (if any): _____

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DATE: 6/8/26 PHONE NO _____

NAME: David Kamonf

ADDRESS: 2420 Broadway St ZIP: _____

EMAIL ADDRESS davidkamonf@gmail.com

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DATE: _____ PHONE NO _____

NAME: Michael Arroyo Cruz

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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ORGANIZATION REPRESENTED (if any): _____

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DATE: 6/8/26 PHONE NO 224-567-3315

NAME: Connor O'Brien

ADDRESS: 914 Mountain View Ave, MTV ZIP: 94040

EMAIL ADDRESS connors7168@gmail.com

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ORGANIZATION REPRESENTED (if any): Silicon Valley DSA

SPEAKER'S CARD — City of Redwood City

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DATE: 6/8/2026 PHONE NO 650-683-2857

NAME: Vasili Monios

ADDRESS: 1 Wilming ton Ardell CA ZIP: 94022

EMAIL ADDRESS _____

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DATE: 6/8/2026 PHONE NO (650) 430-9661

NAME: Michael Pierce

ADDRESS: 655 Marsh Island Blvd #301 ZIP: 94404

EMAIL ADDRESS michael.pierce@eprodesse.com

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AGENDA ITEM NO. 8A OR SUBJECT Rent Control Ballot Measure

ORGANIZATION REPRESENTED (if any): St. Francis Center of RWC
Prodesse Property Group

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DATE: 6/8 PHONE NO 650 380 9610

NAME: Marc Slakey

ADDRESS: 1141 Whipple Ave #304 RWC ZIP: 94062

EMAIL ADDRESS _____

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ORGANIZATION REPRESENTED (if any): _____

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DATE: 06/08/26 PHONE NO 915-496-5489

NAME: David Gonzalez

ADDRESS: 43 Silva Ave ZIP: 94030

EMAIL ADDRESS gonzalez.david9456@gmail.com

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AGENDA ITEM NO. 8A 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: 6/8/26 PHONE NO 209-499-8592

NAME: PAUL BOCANEGRA

ADDRESS: 595 RUBY ST ZIP:

EMAIL ADDRESS Pdbocanegra05@gmail.com

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AGENDA ITEM NO. 8A OR SUBJECT RENT CONTROL

ORGANIZATION REPRESENTED (if any): UNLOCKED FUTURES

SPEAKER'S CARD — City of Redwood City

27

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: 6/8/2026 PHONE NO

NAME: Fernando Peña

ADDRESS: ZIP:

EMAIL ADDRESS fernando@samcar.org

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AGENDA ITEM NO. 8.A OR SUBJECT

ORGANIZATION REPRESENTED (if any): San Mateo County Association of Realtors

SPEAKER'S CARD — City of Redwood City

26

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: 06/08/2026 PHONE NO (408) 342-3506

NAME: Rhory Antonio

ADDRESS: ZIP:

EMAIL ADDRESS rantonio@cahnet.org

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AGENDA ITEM NO. 8A OR SUBJECT Ballet Masters

ORGANIZATION REPRESENTED (if any): Ballet Arts Assoc.

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: 6/8/2026 PHONE NO (650)863-9704

NAME: Sofia Gonzalez-Rodriguez

ADDRESS: 1521 Ashby ZIP: 94703

EMAIL ADDRESS

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AGENDA ITEM NO. 8A OR SUBJECT

ORGANIZATION REPRESENTED (if any): El Concilio of San Mateo County

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: 6/8/2026 PHONE NO 925-808-8714

NAME: Nicholas Kennen

ADDRESS: 1229 Valota Road ZIP: 94061

EMAIL ADDRESS nkennen10@gmail.com

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AGENDA ITEM NO. 8A 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: 6/8/26 PHONE NO (650) 333-2049

NAME: Salvadora Herrera

ADDRESS: ZIP: 94062

EMAIL ADDRESS herrerasalvadora72@gmail.com

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AGENDA ITEM NO. 8A 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: 06/08/26 PHONE NO

NAME: Amanda Chang

ADDRESS: ZIP:

EMAIL ADDRESS

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AGENDA ITEM NO. 8A OR SUBJECT

ORGANIZATION REPRESENTED (if any): Urban Habitat

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: 6/8/2026 PHONE NO _____

NAME: Clara Jaeckel

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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AGENDA ITEM NO. 8A OR SUBJECT Rent Control measure

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: 6/8/26 PHONE NO 530/574-1154

NAME: Martha Beetley

ADDRESS: 1276 Woodside Rd ZIP: 94061

EMAIL ADDRESS tomandmartha912@gmail.com

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AGENDA ITEM NO. 8A OR SUBJECT Rent Control

ORGANIZATION REPRESENTED (if any): FIABA

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: 06/08/2026 PHONE NO 510-778-3470

NAME: Andrea Gil

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS agil@yli.org

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AGENDA ITEM NO. 8A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): YLI

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: 6/8/26 PHONE NO 559 779 0439

NAME: Acheli Kang

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS acuenca20@gmail.com

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AGENDA ITEM NO. A8 OR SUBJECT Rent Control

ORGANIZATION REPRESENTED (if any): YLI / Faith in Action

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: 6/8/26 PHONE NO 650-464-1627

NAME: Teresa Berumen

ADDRESS: 31 Poplar Ave ZIP: 94061

EMAIL ADDRESS _____

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AGENDA ITEM NO. 8A OR SUBJECT _____

_____

ORGANIZATION REPRESENTED (if any): Faith in Action

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: 2026/06/08 PHONE NO _____

NAME: Taylor Brady

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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AGENDA ITEM NO. 8A OR SUBJECT _____

_____

ORGANIZATION REPRESENTED (if any): Faith in Action

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: 06.08.26 PHONE NO (650) 630-0101

NAME: Elizabeth Prado

ADDRESS: 1169 Duane St ZIP: 94062

EMAIL ADDRESS emeli.prado@gmail.com

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AGENDA ITEM NO. 8A 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: 6/8/26 PHONE NO 650 422 2883

NAME: Hyun-Mi Kim

ADDRESS: hkim@clsepa.org ZIP: 94303

EMAIL ADDRESS 1861 BAY Road, EPA CA

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AGENDA ITEM NO. 8a OR SUBJECT _____

_____

ORGANIZATION REPRESENTED (if any): Community Legal Services in East Palo Alto

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: 6/8/26 PHONE NO 510-338-2815

NAME: Lupe Arreola

ADDRESS: 2952 21st St ZIP: 94110

EMAIL ADDRESS lupe@tenantstogether.org

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AGENDA ITEM NO. 8A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): Tenants ~~Together~~ Together.

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: 6/8/26 PHONE NO _____

NAME: Denise

ADDRESS: _____ ZIP: _____

EMAIL ADDRESS _____

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AGENDA ITEM NO. 8A 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: 6/8/26 PHONE NO 630 346 4536

NAME: Emily Morris

ADDRESS: 128 N Humboldt St ZIP: 54401

EMAIL ADDRESS emily.s.morris@gmail.com

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AGENDA ITEM NO. 8 OR SUBJECT Rent control

ORGANIZATION REPRESENTED (if any): Volunteer w/ Faith in Action / Affordable Hsg

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: 6/9/26 PHONE NO _____

NAME: Eduardo Torres

ADDRESS: Pittsbury ZIP: 94565

EMAIL ADDRESS eduardo@tenantstogether.org

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AGENDA ITEM NO. 8A OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): tenants Together