**City Council**
**Regular Meeting**
**Monday, December 19, 2022**
**5:00 PM**
**Council Chamber & Virtual**
**Amended Agenda**
Amended agenda items appear below in red

Pursuant to AB 361 Palo Alto City Council meetings will be held as "hybrid" meetings with the option to attend by teleconference/video conference or in person. To maximize public safety while still maintaining transparency and public access, members of the public can choose to participate from home or attend in person. Information on how the public may observe and participate in the meeting is located at the end of the agenda. Masks are strongly encouraged if attending in person.

## HOW TO PARTICIPATE

### VIRTUAL PARTICIPATION

**CLICK HERE TO JOIN** (https://cityofpaloalto.zoom.us/j/362027238)
**Meeting ID: 362 027 238 Phone:1(669)900-6833**

The meeting will be broadcast on Cable TV Channel 26, live on YouTube at https://www.youtube.com/c/cityofpaloalto, and streamed to Midpen Media Center at https://midpenmedia.org.

## TIME ESTIMATES

Time estimates are provided as part of the Council's effort to manage its time at Council meetings. **Listed times are estimates only and are subject to change at any time, including while the meeting is in progress.** The Council reserves the right to use more or less time on any item, to change the order of items and/or to continue items to another meeting. Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public.

## REVISED PUBLIC COMMENTS

Public Comments will be accepted both in person and via Zoom for up to three minutes or an amount of time determined by the Chair. All requests to speak will be taken until 5 minutes after the staff's presentation. Written public comments can be submitted in advance to city.council@cityofpaloalto.org and will be provided to the Council and available for inspection on the City's website. Please clearly indicate which agenda item you are referencing in your email subject line.

PowerPoints, videos, or other media to be presented during public comment are accepted only by email to city.clerk@cityofpaloalto.org at least 24 hours prior to the meeting. Once received, the City Clerk will have them shared at public comment for the specified item. To uphold strong cybersecurity management practices, USB's or other physical electronic storage devices are not accepted.

CALL TO ORDER

SPECIAL ORDERS OF THE DAY (5:00 - 5:30 PM)

1. Resolution Expressing Appreciation to Michael Nafziger Upon his Retirement

2. Resolution Expressing Appreciation to Dinaa Alcocer Upon her Retirement

3. Resolution Expressing Appreciation to Kim Roderick Upon her Retirement

4. Resolution Expressing Appreciation to Brian Baggot Upon his Retirement

AGENDA CHANGES, ADDITIONS AND DELETIONS

PUBLIC COMMENT (5:30 - 5:50 PM)

*Members of the public may speak to any item NOT on the agenda. Council reserves the right to limit the duration of Oral Communications period to 30 minutes.*

CONSENT CALENDAR (5:50 - 5:55 PM)

*Items will be voted on in one motion unless removed from the calendar by three Council Members.*

5. Approve Minutes from the November 28 and December 5, 2022 City Council Meetings

6. Approval of Construction Contract With Adams Pool Solutions (C23185733), in the Total not to Exceed Amount of $534,838 for the Rinconada Lap Pool and Children's Pool Re-plaster Project ($486,217) and Authorization of Contract Contingency ($48,621); Funded in the Building Systems Improvements Capital Improvement Project (PF-01003)

7. Adoption of a revised Management and Professional Employees Compensation Plan and salary schedule, effective December 31, 2022 through June 30, 2025

8. Finance Committee Recommends the City Council Adopt a Resolution Amending the E-HRA (Electric Hydro Rate Adjuster) Rate Schedule, Increasing the Current E-HRA Rate to $0.048/kWh Effective January 1, 2023

9. Approval of a Professional Services Agreement with Woodard & Curran (C23185763) for the Amount of $486,000 Over a 5-year Term for



Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at www.CityofPaloAlto.org.

Regulatory Compliance Assistance to the Regional Water Quality Control Plant

10. Approval of Professional Services Contract Amendment Number 2 with Buildingeye (S19174467) to add $123,410 for a Not-to-Exceed Amount of $353,410 and Extend the Contract for Two Years to Provide Visualization of Data for Building Permits, Planning Entitlements and Code Enforcement Activities

11. Approval of Contract with Urban Rock Design (C23186954) not-to-exceed $99,000 for Public Art Associated with the Boulware Park Renovation and Expansion

12. Adoption of Updated Salary Schedules for Limited Hourly (HRLY) and Service Employee International Union Hourly (SEIU-H) Employee Groups in Accordance with the City of Palo Alto Minimum Wage Ordinance

13. Adoption of a Resolution for Weeds to be Declared a Public Nuisance and Setting February 27, 2023 for a Public Hearing for Objections to the Proposed Weed Abatement

14. Approval of Amendment No. 3 with SWA Services Group, Inc. (SWA) Contract No. C18168154 to Increase Compensation by $1,339,900 for a New Total Not to Exceed Amount of $13,612,443, and to Extend the Contract Term by Six Months, for Janitorial Services. *Title Amended*

15. Approval of Contract With Woodard & Curran, Inc. (C23186176) in a Total Amount Not to Exceed $3,151,500 for Program Management Services for Projects Under the Long Range Facilities Plan of the Regional Water Quality Control Plant – Capital Improvement Program Project WQ- 10001

16. Approve and Authorize the City Manager to Execute a 5-year General Services Agreement With Bosco Oil, Inc. in an Amount Not-to-Exceed $4,801,445 for the Purchase of Unleaded and Diesel Fuels to Supply the City's Fleet and approve a budget amendment in the Vehicle Replacement and Maintenance Fund

~~17. Approval of Contract C23186719 (Attachment A) with CivicPlus, LLC for CivicRec Recreation Management Software for a Period of Six Years in an Amount of $735,065 (Including a 5% Contingency for Additional Services Amount of $29,229).~~ *Continued to a future meeting*

18. Adoption of a Resolution Declaring the Results of the Consolidated Municipal Election Held on November 8, 2022 *Late Packet Report*



Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at www.CityofPaloAlto.org.

AA1. Adoption of a Resolution Increasing the Gas Monthly Market-Based Commodity Rate Cap From $2.00 Per Therm to $4.00 Per Therm by Amending Utility Rate Schedules G-1 (Residential Gas Service), G-2 (Residential Master-Metered and Commercial Gas Service), G-3 (Large Commercial Gas Service), and G 10 (Compressed Natural Gas Service)

CITY MANAGER COMMENTS (5:55 - 6:15 PM)

**Presentation**

MAYOR'S END OF YEAR COMMENTS (6:15 - 6:35 PM)

**Presentation**

ACTION ITEMS

*Include: Reports of Committees/Commissions, Ordinances and Resolutions, Public Hearings, Reports of Officials, Unfinished Business and Council Matters.*

19. 1237 San Antonio Road [22PLN-0013], Project Known as Palo Alto Homekey: Recommendation for a Comprehensive Plan Amendment for the Northwest Portion of the Site Changing the Land Use Map Designation from "Public Conservation Land" (CL) to "Major Institution Special Facilities" (MISP) to Create Alignment Between the Existing Use and Its Designation (6:35 - 7:30 PM)

**Presentation**

20. The Utilities Advisory Commission (UAC) and Staff Recommend the City Council Approve Option 2 for Building Fiber-to-the-Premises (FTTP) Under a Phased Approach (7:30 - 9:00 PM)

**Public Letters**
**Presentation**
**At-Places Memo**

21. Review and Adoption of the Policy and Services Committee Recommendations on the Revised Council Procedures and Protocols Handbook *Late Packet Report (9:00 - 10:30 PM)*

**Public Letters**
**Presentation**

COUNCIL MEMBER QUESTIONS, COMMENTS, ANNOUNCEMENTS

*Members of the public may not speak to the item(s)*

ADJOURNMENT

INFORMATION REPORTS

*Information reports are provided for informational purposes only to the Council and the public but are not listed for action during this meeting's agenda.*

22. Informational Report on the Fiscal Year 2022 GreenWaste of Palo Alto Certificate of End Use & Traceability Report and Update on Council Direction Regarding Recyclable Materials

23. Update on the Fiscal Year 2022 Implementation of the Deconstruction and Construction Materials Management Ordinance (Ordinance 5472/ Palo Alto Municipal Code Title 5, Chapter 5.24)



Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at www.CityofPaloAlto.org.

24. Palo Alto Fire Department Annual Performance Report for Fiscal Year 2022

25. Property Agreements Entered into by City Manager Under Palo Alto Municipal Code Section 2.30.210(h), and Reported Per Section Code 2.30.710 Fiscal Year 2022

26. Surveillance Technology Report for Fiscal Years 2021 and 2022

## Amended Agenda Information

*Items that have been added/modified from the original publication of the agenda are listed below. Any corresponding materials are appended to the end of the initial packet. If full items have been added to the Agenda, they will be denoted with a number starting with AA, meaning Amended Agenda item.*

14. Approval of Amendment No. 3 with SWA Services Group, Inc. (SWA) Contract No. C18168154 to Increase Compensation by $1,339,900 for a New Total Not to Exceed Amount of $13,612,443, and to Extend the Contract Term by Six Months, for Janitorial Services. *Title Amended*

17. Approval of Contract C23186719 (Attachment A) with CivicPlus, LLC for CivicRec Recreation Management Software for a Period of Six Years in an Amount of $735,065 (Including a 5% Contingency for Additional Services Amount of $29,229). *Continued to a future meeting*

18. Adoption of a Resolution Declaring the Results of the Consolidated Municipal Election Held on November 8, 2022 *Late Packet Report*

AA1. Adoption of a Resolution Increasing the Gas Monthly Market-Based Commodity Rate Cap From $2.00 Per Therm to $4.00 Per Therm by Amending Utility Rate Schedules G-1 (Residential Gas Service), G-2 (Residential Master-Metered and Commercial Gas Service), G-3 (Large Commercial Gas Service), and G 10 (Compressed Natural Gas Service)

21. Review and Adoption of the Policy and Services Committee Recommendations on the Revised Council Procedures and Protocols Handbook *Late Packet Report*

## OTHER INFORMATION

Standing Committee Meetings – None

Public Comment Letters

Schedule of Meetings



Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at www.CityofPaloAlto.org.

## PUBLIC COMMENT INSTRUCTIONS

Members of the Public may provide public comments to teleconference meetings via email, teleconference, or by phone.

1. **Written public comments** may be submitted by email to city.council@cityofpaloalto.org.

2. **Spoken public comments using a computer** will be accepted through the teleconference meeting. To address the Council, click on the link below to access a Zoom-based meeting. Please read the following instructions carefully.
   A. You may download the Zoom client or connect to the meeting in-browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers including Internet Explorer.
   B. You may be asked to enter an email address and name. We request that you identify yourself by name as this will be visible online and will be used to notify you that it is your turn to speak.
   C. When you wish to speak on an Agenda Item, click on "raise hand." The Clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called to speak.
   D. When called, please limit your remarks to the time limit allotted.
   E. A timer will be shown on the computer to help keep track of your comments.

3. **Spoken public comments using a smart phone** will be accepted through the teleconference meeting. To address the Council, download the Zoom application onto your phone from the Apple App Store or Google Play Store and enter the Meeting ID below. Please follow the instructions B-E above.

4. **Spoken public comments using a phone** use the telephone number listed below. When you wish to speak on an agenda item hit *9 on your phone so we know that you wish to speak. You will be asked to provide your first and last name before addressing the Council. You will be advised how long you have to speak. When called please limit your remarks to the agenda item and time limit allotted.

**CLICK HERE TO JOIN** **Meeting ID: 362 027 238 Phone:1(669)900-6833**



Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at www.CityofPaloAlto.org.

# City of Palo Alto

## City Council Staff Report

(ID # 14951)

**Meeting Date: 12/19/2022** **Report Type: Special Orders of the Day**

**Title: Resolution Expressing Appreciation to Michael Nafziger Upon his Retirement**

**From: City Manager**

**Lead Department: Public Works**

**Attachments:**

- **Attachment1.a:** Michael Nafziger Retirement Resolution December 2022

# Resolution

## EXPRESSING APPRECIATION TO MICHAEL NAFZIGER UPON HIS RETIREMENT

***WHEREAS,*** Michael (Mike) Nafziger began his career with the City of Palo Alto on July 12, 1993 and has provided exemplary service throughout his 29-year tenure; and

***WHEREAS,*** Mike Nafziger has enthusiastically served the citizens of Palo Alto for nearly three decades working in the Public Works Department and managing the Private Development workgroup in Public Works Engineering Services where he reviewed and guided thousands of projects within the City; and

***WHEREAS,*** at the beginning of his career, Mike completed capital projects including the Baylands Harbor Restoration Project, Automatic Public Toilet installation in the downtown area, and the Downtown Urban Design Improvement Project; and

***WHEREAS,*** Mike was an instrumental part of developing and implementing new requirements for basement construction dewatering, as well as the dewatering fill station to reuse groundwater; and

***WHEREAS,*** Mike was integral in the negotiation of the Caltrain Electrification Comprehensive Agreement to protect trees, including El Palo Alto, and minimize disruption to Palo Alto residents as well as coordinating with Caltrain on behalf of the City; and

***WHEREAS,*** Mike was the Public Works lead for reviewing and implementing one of the largest improvement projects within the City, as well as overseeing many improvements to City's infrastructure and right-of-way for the Stanford University Medical Center Facilities Renewal and Replacement Project; and

***WHEREAS,*** Mike Nafziger has mentored and trained many new engineers during his career on City standards, municipal code and permit requirements, and customer service skills; and

***WHEREAS,*** Mike Nafziger is recognized by his peers and City staff for being professional, knowledgeable, dependable, and a team player.

***NOW, THEREFORE, LET IT BE RESOLVED,*** that the Council of the City of Palo Alto hereby gratefully records and extends its sincere appreciation to Michael Nafziger for his dedication and excellent service rendered to the City.

INTRODUCED AND PASSED: December 19, 2022

| | |
|---|---|
| ATTEST: | APPROVED: |
| _____ | _____ |
| City Clerk | Mayor |
| APPROVED AS TO FORM: | |
| _____ | _____ |
| City Manager | City Attorney |

# City of Palo Alto (ID # 14977)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Special Orders of the Day**

**Title: Resolution Expressing Appreciation to Dinaa Alcocer Upon her Retirement**

**From: City Manager**

**Lead Department: Public Works**

**Attachments:**

- **Attachment2.a:** Resolution for Dinaa Alcocer (short version)

# Resolution

## EXPRESSING APPRECIATION TO DINAA ALCOCER UPON HER RETIREMENT

***WHEREAS,*** Dinaa Alcocer served the City of Palo Alto and its citizens as a member of the Palo Alto Public Works Department for 29.5 years; and

***WHEREAS,*** Dinaa Alcocer was first hired into the City of Palo Alto by George Bagdon who was the Assistant Director of Engineering at the time. George told Dinaa that he hired her because he saw great potential in her and that he knew that she would go far; and

***WHEREAS,*** Dinaa Alcocer was quickly recognized for her work, putting in extra hours, doing more than what was expected and always asking for more work. She quickly rose through the ranks to her current job as Management Analyst.

***WHEREAS,*** Dinaa Alcocer has always worked with a high degree of professionalism and vast knowledge in order to manage the entire budget and administration of the Fleet, Facilities, Urban Forestry, Sweeping/Traffic, and Streets/Sidewalks/Storm Drain groups in Public Services; and

***WHEREAS,*** Dinaa Alcocer will be missed by the 65 employees, 5 managers, and 5 different work groups that she supported and who will always remember her for her kindness, knowledge, dependability, and uncanny ability to remember everything; and

***WHEREAS,*** Dinaa Alcocer deserves a long and happy retirement for all her years of dedicated service.

***NOW, THEREFORE, LET IT BE RESOLVED,*** that the Council of the City of Palo Alto hereby gratefully records and extends its sincere appreciation to Dinaa Alcocer for her dedication and excellent service rendered to the City.

INTRODUCED AND PASSED: December 19, 2022

ATTEST: APPROVED:

_____ _____

City Clerk Mayor

APPROVED AS TO FORM:

_____ _____

City Manager City Attorney

# City of Palo Alto

## City Council Staff Report

**(ID # 15034)**

**Meeting Date: 12/19/2022** **Report Type: Special Orders of the Day**

**Title: Resolution Expressing Appreciation to Kim Roderick Upon her Retirement**

**From: City Manager**

**Lead Department: Fire**

**Attachments:**

- **Attachment3.a:** Resolution for Kim Roderick

# Resolution

## EXPRESSING APPRECIATION TO KIM RODERICK UPON HER RETIREMENT

***WHEREAS,*** Kim Roderick served the Community of Palo Alto as a member of the Palo Alto Fire Department for 16 years, initially as an EMS coordinator, then becoming an EMS Director/Chief, totaling 40 years in Emergency Medical Services; and

***WHEREAS,*** EMS Chief Roderick is a reflection of the Palo Alto Fire Departments mission and values, specifically her commitment to professionalism, compassion, and education where she has trained EMTs and Paramedics since 1985; and

***WHEREAS,*** EMS Chief Roderick managed the Covid vaccination program where EMS Chief Roderick and PAFD Firefighters administered Covid 19 vaccines to residents that were unable to make it to local vaccination sites due to their disabilities: and

***WHEREAS,*** EMS Chief Roderick's commitment to emergency medical services earned her a reputation as a renowned EMS leader in Santa Clara County and the State of California, serving as the Branch Director of NorCal EMS Section and Santa Clara County EMS Section Chair; and

***WHEREAS,*** EMS Chief Roderick implemented high training standards for new and current firefighters to meet and exceed the County requirements; and

***WHEREAS,*** EMS Chief Roderick has earned a long healthy retirement and the Palo Alto community is safer thanks to her years of dedication and service.

***NOW, THEREFORE, LET IT BE RESOLVED,*** that the City Council of the City of Palo Alto hereby commends the outstanding public service of EMS Chief Roderick and records its appreciation, as well as the appreciation of the citizens of this community, upon her retirement

INTRODUCED AND PASSED: December 19, 2022

ATTEST: APPROVED:

_____ _____

City Clerk Mayor

APPROVED AS TO FORM:

_____ _____

City Manager City Attorney

# City of Palo Alto

## City Council Staff Report

(ID # 15041)

**Meeting Date: 12/19/2022** **Report Type: Special Orders of the Day**

**Title: Resolution Expressing Appreciation to Brian Baggot Upon his Retirement**

**From: City Manager**

**Lead Department: City Clerk**

**Attachments:**

- **Attachment4.a:** Resolution for Brian Baggott

# Resolution

## EXPRESSING APPRECIATION TO BRIAN BAGGOTT UPON HIS RETIREMENT

***WHEREAS,*** Brian Baggott served the community of Palo Alto for 23 years, initially as a Firefighter/Paramedic, then a Fire Captain, then Battalion Chief in charge of training, totaling 30 years as an emergency responder in Santa Clara County: and

***WHEREAS,*** Battalion Chief Baggott is a reflection of the Palo Alto Fire Departments mission and values, specifically his commitment to professionalism, innovation and education— the 2014 recipient of the Santa Clara County Training Officers' John Fetz instructor of the Year award: and

***WHEREAS,*** Battalion Chief Baggot responded timely and effectively providing the Fire Department with decontamination practices that protected PAFD firefighters and the patients transported to the hospital during the onset of the Covid pandemic; and

***WHEREAS,*** Battalion Chief Baggott has responded to multiple campaign wildfires across the State of California protecting property and civilians while representing the Palo Alto Fire Department and the City of Palo Alto with notable professionalism; and

***WHEREAS,*** Battalion Chief Brian Baggott is a dedicated husband, father, coach, and friend who maintained an extraordinary level of engagement that has influenced firefighters to better serve the Palo Alto community for generations.

***WHEREAS,*** Battalion Chief Baggot deserves a long and happy retirement for all his years of dedicated service; and

***NOW, THEREFORE, LET IT BE RESOLVED,*** that the City Council of the City of Palo Alto hereby commends the outstanding public service of Battalion Chief Baggot and records its appreciation, as well as the appreciation of the citizens of this community, upon his retirement

INTRODUCED AND PASSED: December 19, 2022

ATTEST: APPROVED:

_____ _____

City Clerk Mayor

APPROVED AS TO FORM:

_____ _____

City Manager City Attorney

# City of Palo Alto

## Office of the City Clerk

## City Council CAO Report

**(ID # 15039)**

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Approve Minutes from the November 28 and December 5, 2022 City Council Meetings**

**From: Lesley Milton, City Clerk**

Staff recommends Council to review and approve the minutes as presented.

**ATTACHMENTS:**

- **Attachment5.a:** Attachment A: 20221128amCCsm (PDF)
- Attachment5.b: Attachment B: 20221205amCCsm (PDF)

# CITY COUNCIL
# DRAFT ACTION MINUTES

Special Meeting
November 28, 2022

The City Council of the City of Palo Alto met on this date in the Council Chambers and by virtual teleconference at 5:00 P.M.

Present In Person: Burt, Cormack, Filseth, Kou, Stone, Tanaka

Present Remotely: DuBois

Absent: None

Agenda Changes, Additions and Deletions

Public Comment

Consent Calendar

Vice Mayor Kou register a no vote on Agenda item Number 2.

Council Member Cormack registered a no vote on Agenda Item Number 3.

Council Member Tanaka registered a no vote on Agenda Item Number 8.

**MOTION:** Council Member Cormack moved, seconded by Mayor Burt to approve Agenda Item Numbers 1-8.

**Motion Passed Items 1, 4-7:** 7-0

**Motion Passed Item 2:** 6-1 Kou no

**Motion Passed Item 3:** 6-1 Cormack no

**Motion Passed Item 8:** 6-1 Tanaka no

1. Approve Minutes from the November 7 and November 14, 2022 City Council Meetings

2. SECOND READING: Adopted **Ordinance 5572** to Continue the Pilot Parklet Program and Other On-Street Uses During Transition Period (FIRST READING: October 24, 2022 PASSED 7-0)

3. Adopted **Ordinance 5573** extending the Term of Ordinance No. 5517 by an Additional 18 Months to Expire on June 16, 2024. Ordinance 5517 Amends Title 18 (Zoning) of the Palo Alto Municipal Code to

# DRAFT ACTION MINUTES

Update Definitions, Broaden Permitted Uses and Provide Limits on Certain Uses through Updates to the Conditional Use Permit Thresholds. Environmental Review: CEQA Exemption 15061(b)(3)

4. Approve an Amendment to the Legal Service Agreement with Colantuono, Highsmith & Whatley, PC (Contract S17167696) to Increase the Contract Amount by an Additional $120,000 for a new Not-to-Exceed Amount of $575,000 and Extend the Term to October 1, 2027

5. Policy And Services Recommendation Regarding New Council Member Orientation & Onboarding Program

6. QUASI-JUDICIAL. 419 Palm (14PLN-00410): Consideration to Approve a Building Permit Extension in Accordance With Palo Alto Municipal Code Section 16.04.090. Environmental Analysis: A Mitigated Negative Declaration was Approved on September 2, 2016.

7. Approval of a Purchase Order With National Auto Fleet Group in an Amount Not to Exceed $377,826 for the Purchase of a 2023 Chevrolet G4500 Type III Ambulance, Utilizing a Cooperative Purchase Agreement

8. Approval of a Purchase Order with Golden State Fire Apparatus in an Amount Not to Exceed $1,168,875 for the Purchase of a 2022 Pierce Enforcer Heavy Duty Rescue, Utilizing a Cooperative Purchase Agreement

City Manager Comments

Action Items

**9.** Review of, and Direction to Staff to Submit, the Draft 2023-31 Housing Element, as Modified, to the State Department of Housing and Community Development for its 90-Day Review. The Planning and Transportation Commission Will Participate in a Joint Meeting with the City Council to Discuss the Draft Housing Element. Environmental Review: This Action is not a Project in Accordance with the CEQA Guidelines.

**ORIGINAL MOTION:** Council Member DuBois moved, seconded by Mayor Burt to:

A. Direct staff to incorporate changes into the public review draft Housing Element as specified in Attachment A, including:

    a. Revise program 1.4 Implementing Objective A. to 100% affordable housing, capped at 80% AMI,

# DRAFT ACTION MINUTES

b. Revise program 1.5 to add Implementing Objective F to remove the Conditional Use Permit at the Stanford Research Park for residential uses at appropriate locations,

c. Add an Implementation Objective to Program 6 to study and research what other jurisdictions have done to provide affordable housing preferences for historically disadvantaged populations and report back to the Council.

B. Direct staff to submit a revised draft Housing Element to the California Department of Housing and Community Development.

**SUBSTITUTE MOTION** Council Member Stone, seconded by Mayor Burt to add to item A (a) the statement "and PAUSD Employees"

**MOTION PASSED:** 4-2-1, DuBois, Filseth no, Cormack Recused

**MOTION SPLIT FOR THE PURPOSE OF VOTING**

**REVISED MOTION:** Council Member DuBois moved, seconded by Mayor Burt to:

A. Direct staff to incorporate changes into the public review draft Housing Element as specified in Attachment A, including:

a. Revise program 1.4 Implementing Objective A to 100% affordable housing, capped at 80% AMI, or for workforce housing for City employees and PAUSD employees

b. Revise program 1.5 to add Implementing Objective F to remove the Conditional Use Permit at the Stanford Research Park for residential uses at appropriate locations,

c. Add an Implementation Objective to Program 6 to study and research what other jurisdictions have done to provide affordable housing preferences for historically disadvantaged populations and report back to the Council.

**MOTION PASSED**: 5-1-1, Tanaka no, Cormack recused

**MOTION:** Council Member DuBois moved, seconded by Mayor Burt to:

B. Direct staff to submit a revised draft Housing Element to the California Department of Housing and Community Development.

**MOTION PASSED**: 6-0-1, Cormack recused

# DRAFT ACTION MINUTES

**10.** Approval of Amendments to the Employment Agreements between the City of Palo Alto and Council Appointed Officers, specifically the City Manager, City Attorney and City Clerk

**MOTION:** Council Member Cormack moved, seconded by Council Member Filseth to approve the amendments to the Employment Agreements between the City of Palo Alto and Council Appointed Officers, specifically the City Manager, City Attorney and City Clerk as presented.

**MOTION SPLIT FOR THE PURPOSE OF VOTING**

**MOTION:** Council Member Cormack moved, seconded by Council Member Filseth to approve the amendments to the Employment Agreements between the City of Palo Alto Council Appointed Officers City Attorney and City Clerk.

**MOTION PASSED:** 7-0

**MOTION:** Council Member Cormack moved, seconded by Council Member Filseth to approve the amendment to the Employment Agreement for the City of Palo Alto Council Appointed Officer the City Manager.

**MOTION PASSED:** 6-1, Tanaka no

**11**. Potential Nomination of a Council Member to Serve on the Board of Directors of the Santa Clara Valley Transportation Authority (VTA) for a Two-Year Term Beginning January 2023

**MOTION:** Vice Mayor Kou moved, seconded by Council Member DuBois to nominate Mayor Burt to the Board of Directors of the Santa Clara County Valley Transportation Authority (VTA) for a two-year term from 2023-2025.

**SUBSTITUTE MOTION:** Council Member Tanaka moved, seconded by Council Member Cormack to delay voting on this item until the new council members are seated

**MOTION FAILED:** 3-4, Burt, DuBois, Kou, Stone no

**MOTION:** Vice Mayor Kou moved, seconded by Council Member DuBois to nominate Mayor Burt to the Board of Directors of the Santa Clara County Valley Transportation Authority (VTA) for a two-year term from 2023-2025.

**MOTION PASSED:** 5-2, Cormack, Tanaka no

Council Member Questions, Comments and Announcements

Council Member Cormack

Adjournment: The meeting was adjourned at 9:57 P.M.

# DRAFT ACTION MINUTES

ATTEST: APPROVED:

_____ _____

City Clerk Mayor

NOTE: Action minutes are prepared in accordance with Palo Alto Municipal Code (PAMC) 2.04.160(a) and (b). Summary minutes (sense) are prepared in accordance with PAMC Section 2.04.160(c). Beginning in January 2018, in accordance with Ordinance No. 5423, the City Council found action minutes and the video/audio recordings of Council proceedings to be the official records of both Council and committee proceedings. These recordings are available on the City's website.

# CITY COUNCIL
# DRAFT ACTION MINUTES

Special Meeting
December 5, 2022

The City Council of the City of Palo Alto met on this date in the Council Chambers and by virtual teleconference at 5:00 P.M.

Present In Person: Burt, Cormack, Filseth, Kou, Stone, Tanaka

Present Remotely: DuBois

Absent: None

SPECIAL ORDER OF THE DAY

AA1. Neighbors Abroad Presentation: Sister City Mayor Ando of Tsuchiura, Japan

**Action:** No action was taken.

STUDY SESSION

AA2. Study Session to Receive an Update on the Santa Clara County's Effort to Update the Stanford Community Plan.

**Action:** No action was taken.

Closed Session

1. CONFERENCE WITH LABOR NEGOTIATORS City Designated Representatives: City Manager and his Designees Pursuant to Merit System Rules and Regulations (Ed Shikada, Kiely Nose, Sandra Blanch, Nicholas Raisch, Molly Stump, and Terence Howzell) Employee Organization: Service Employees International Union, (SEIU) Local 521, Utilities Management and Professional Association of Palo Alto (UMPAPA), Palo Alto Peace Officer's Association (PAPOA), Palo Alto Police Management Association (PMA), International Association of Fire Fighters (IAFF) local 1319, Palo Alto Fire Chiefs Association (FCA), ; Authority: Government Code Section 54957.6 (a)

**MOTION:** Council Member Filseth moved, seconded by Mayor Burt to go into Closed Session.

**MOTION PASSED: 7-0**

# DRAFT ACTION MINUTES

Council went into Closed Session at 6:42 P.M.

Council returned from Closed Session at 9:00 P.M.

Mayor Burt announced there were no reportable items.

Agenda Changes, Additions and Deletions

Public Comment

Consent Calendar

Council Member Cormack, DuBois registered a no vote on Item Number 2.

Council Member Tanaka registered a no vote on Agenda Item Number 3, 5.

**MOTION:** Council Member Cormack moved, seconded by Council Member Burt to approve Agenda Item Numbers 2-6.

**MOTION SPLIT FOR PURPOSE OF VOTING:**

**ITEMS 2 OF MOTION PASSED: 5-2, Cormack, DuBois no**

**ITEMS 3, 5 OF MOTION PASSED: 6-1 Tanaka No**

**ITEMS 4,6 OF MOTION PASSED: 7-0**

2. Adoption of **Resolution 10085** Authorizing Use of Teleconferencing for Council Meetings During Covid-19 State of Emergency

3. Approval of a Professional Services Agreement With CLEAResult, Inc., for Residential Energy Efficiency and Electrification Advising, Rebate Processing and Optional Heat Pump Water Heater Pilot Program Administration for a Total Not-to-Exceed Amount of $2,940,400 for a 4-Year Term Through December 2026

4. Approve Contract C23185850 With Thomas Sarsfield for a Not-To- Exceed Amount of $395,000 for a Term of Three Years to Provide a Tennis Recreation Program

5. Approval of the Acceptance of State of California Citizens Options for Public Safety (COPS) Funds of $172,000 and a Budget Amendment in the Supplemental Law Enforcement Services Fund (2/3 vote required)

6. Approval of the Office of the City Auditor's Fiscal Year (FY) 2023 Task Orders

# DRAFT ACTION MINUTES

7. Adoption of a Resolution Declaring Weeds to be a Public Nuisance and Setting February 27, 2023 for a Public Hearing for Objections to the Proposed Weed Abatement **Action: Continued to 12/19/22**

City Manager Comments

Action Items

8. Approval of a Construction Contract With Anderson Pacific Engineering Construction (APEC) in the Total Amount of $161,846,500; Approval of Three Amendments to Existing Agreements with: 1) Stanford University, 2) East Palo Alto Sanitary District, and 3) Mountain View and Los Altos; Approval of Amendment #2 to Contract Number C19171565 with Brown & Caldwell to Add Services, to Increase Compensation by $1,484,689 for a New Maximum Compensation Not-to-Exceed $5,908,791, and to Extend the Contract Term through March 31, 2028; Approval of Amendment #2 to Contract Number C21176592C with Carollo Engineers to Add Construction Management Services, to Increase Compensation by $8,237,021; approval of a resolution to increase Clean Water State Revolving Fund financing to $193,000,000; approval of a budget appropriation increasing revenue and expenses; and approval of an exception to Debt Policy 1-65 for the Secondary Treatment Upgrades Project (WQ-19001) at the Regional Water Quality Control Plant.

**MOTION:** Mayor Burt moved, seconded by Council Member Cormack to:

1. Approve and authorize the City Manager or their designee to execute the construction contract with Anderson Pacific Engineering Construction, Inc., in the amount of $161,846,500 for the Secondary Treatment Upgrades project, funded in Wastewater Treatment Enterprise Fund Capital Improvement Program project WQ-19001, at the Regional Water Quality Control Plant;

2. Authorize the City Manager or their designee to execute one or more change orders to the contract with APEC for related, additional but unforeseen work that may develop during the project, the total value of which shall not exceed $16,184,650 or 10% of the contract amount, for a total not-to-exceed amount of $178,031,150;

3. Approve Amendment No. 8 to the agreement between Palo Alto and Stanford University; Addendum No. 1 to the Agreement between Palo Alto and the East Palo Alto Sanitary District; and Addendum No. 11 to the agreement among Palo Alto, Mountain View, and Los Altos;

4. Approve and authorize the City Manager or their designee to execute Amendment No. 2 to Contract No. C19171565 with Brown and Caldwell to increase the contract amount by $1,484,689 to provide design engineering services beyond the original scope of the contract for the design of the STU Project (CIP WQ-19001), and to extend the term through March 31, 2028. The revised total contract amount is not to exceed $5,908,791 including $5,371,628 for basic services and $537,163 for additional services;

# DRAFT ACTION MINUTES

5. Approve and authorize the City Manager or their designee to execute Amendment No. 2 to Contract No. C21176592C with Carollo Engineers to increase the contract amount by $8,237,021 to provide construction management and inspection services during construction for the STU Project (CIP WQ-19001). The revised total contract amount is not to exceed $8,841,268 including $8,037,516 for basic services and $803,752 for additional services;

6. Approve **Resolution 10086** amending Resolution 9945 to increase the reasonably expected maximum principal amount of funding to $193,000,000 for design and construction of the Secondary Treatment Upgrades (CIP WQ-19001) and authorizing reimbursement of such funding from the Clean Water State Revolving Fund (SRF);

7. Approve an amendment to the Fiscal Year 2023 Budget Appropriation for the Wastewater Treatment Fund (requires a 2/3 majority vote) by:

a) Increasing revenue from Other Agencies estimate from a State Revolving Fund Loan by $44,200,400
b) Increasing the Secondary Treatment Upgrades Capital Improvement Program project (WQ-19001) appropriation by $44,200,400; and

8. Authorize an exception to City Policy and Procedures Debt Policy 1-65 Guideline V.A.6 to allow the Wastewater Treatment Enterprise Fund to use a debt limit exceeding 15 percent of annual Wastewater Treatment Enterprise Fund operating expenses.

**MOTION PASSED: 6-1, Tanaka No**

9. PUBLIC HEARING / QUASI-JUDICIAL. 1700 Embarcadero Road [21PLN-00191]: Consideration of a Site and Design Review, Design Enhance Exception, Variance and Off-Street Loading Space Modification to Allow the Demolition of a Vacant Restaurant and the Construction of a new two-Story 31,000 Square Foot Automobile Dealership. The PTC and the ARB Recommend Approval of the Project. Environmental Assessment: Addendum to a Mitigated Negative Declaration. Zoning District: CS(D)(AD) Service Commercial (Site & Design Review / Automobile Dealership Combining Districts). (9:30 – 10:30 PM)

**MOTION:** Council Member Tanaka moved, seconded by Council Member Cormack to Adopt the Record of Land Use Action approving a new car dealership and requests for a Site and Design, Variance, and Design Enhancement Exception based on findings and subject to the conditions of approval contained in Attachment B.

**MOTION PASSED: 7-0**

10. Staff and the Council Sustainability and Climate Action (S/CAP) Ad Hoc Committee Recommend That Council Review and Provide Feedback to Staff on the Draft 2023-2025 S/CAP Work Plan and Direction on Governance of the Work Plan

# DRAFT ACTION MINUTES

**ACTION:** This item was continued to a future meeting.

Council Member Questions, Comments and Announcements

Adjournment: The meeting was adjourned at 11:08 P.M.

ATTEST: APPROVED:

_____ _____

City Clerk Mayor

NOTE: Action minutes are prepared in accordance with Palo Alto Municipal Code (PAMC) 2.04.160(a) and (b). Summary minutes (sense) are prepared in accordance with PAMC Section 2.04.160(c). Beginning in January 2018, in accordance with Ordinance No. 5423, the City Council found action minutes and the video/audio recordings of Council proceedings to be the official records of both Council and committee proceedings. These recordings are available on the City's website.

# City of Palo Alto (ID # 14979)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

## Title: Approval of Construction Contract With Adams Pool Solutions (C23185733), in the Total not to Exceed Amount of $534,838 for the Rinconada Lap Pool and Children's Pool Re-plaster Project ($486,217) and Authorization of Contract Contingency ($48,621); Funded in the Building Systems Improvements Capital Improvement Project (PF-01003)

## From: City Manager

## Lead Department: Public Works

### Recommendation

Staff recommends that Council:

1. Approve and authorize the City Manager or their designee to execute contract C23185733 with Adams Pool Solutions in the amount of $486,217 for the Rinconada Lap Pool and Children's Pool Re-plaster Project, Capital Improvement Program Building Systems Improvement project PF-01003; and

2. Authorize the City Manager or their designee to negotiate and execute one or more change orders to the contract with Adams Pool Solutions for related, additional but unforeseen work which may develop during the project, the total value of which shall not exceed $48,621.

### Background

The existing plaster in the Rinconada Lap and Children's Pools is 15 and 20 years old, respectively, and is starting to fail. This past summer staff had to perform emergency temporary patching of the plaster to mitigate the risk of patrons cutting their feet. Further failure of the plaster could lead to a possible shutdown of the pools by the Santa Clara County Health Department because of the sharp edges created by the failing plaster.

### Discussion

Project Description

This project will re-plaster the Rinconada Lap and Children's Pools. A longer-lived plaster material has been specified to extend the life expectancy of the pool plaster. This upgraded product has an expected service life of 15 to 20 years, whereas a typical plaster's service life is less than 10 years. Staff is taking advantage of the pools being shut down during the winter to

replace and service several other components. The pool light fixtures in the Lap Pool will be replaced with new LED fixtures. Several plumbing components such as float valves, butterfly valves, basket strainers, pump impellers, and makeup water controls will be replaced. The sand filters for the pools will also be serviced. The additional pool service work is included in the recommended contract[1] with Adams Pool Solutions.

Bid Process

On October 17, 2022, a notice inviting formal bids for the Rinconada Lap Pool and Children's Pool Re-plaster Project was posted on the PlanetBids website. The bidding period was 23 days. Bids were received from one qualified contractor on November 8, 2022, as listed on the attached Bid Summary (Attachment A).

**Summary of Bid Process**

| Bid Name/Number | Rinconada Lap Pool and Children's Pool Re-plaster Project, Capital Improvement Program Project PF-01003 / IFB #185733 |
|---|---|
| Proposed Length of Project | 45 calendar days |
| Total Days to Respond to Bid | 23 |
| Pre-Bid Meeting | October 25, 2022 at 10:00 A.M. |
| Number of Company Attendees at Pre-Bid Meeting | 1 |
| Number of Bids Received: | 1 |
| Bid Price Range | $486,217 |

Staff has reviewed the submitted bid and recommends that the bid of $486,217 submitted by Adams Pool Solution be accepted and that Adams Pool Solutions be declared the lowest responsible bidder. The award of contract includes the base bid. The low bid is 17.7 percent above the engineer's estimate of $400,000; however, the engineer's estimate was completed one year ago. The change order amount of $48,621 (which equals 10 percent of the total contract) is requested for related, additional but unforeseen work which may develop during the project. Staff confirmed with the Contractor's State License Board that the contractor has an active license on file. Staff also contacted the listed references for Adams Pool Solutions and found that they have performed satisfactorily on past construction projects for other clients.

**Resource Impact**

Funding for the Rinconada Lap Pool and Children's Pool Re-plaster project was appropriated in the Capital Improvement Program Building Systems Improvements project PF-01003 as part of the FY 2023 Adopted Capital Budget.

**Policy Implications**

The recommendation does not represent any changes to existing City policy.

[1] Adams Pool Solutions construction contract for the Rinconada Lap Pool and Children's Pool Re-plastering Project, https://www.cityofpaloalto.org/files/assets/public/public-works/facilities/c23185733-rinconada-lap-and-childrens-pools-re-plaster.pdf

**Stakeholder Engagement**

The Rinconada Lap Pool and Children's Pool Re-plaster project has been coordinated with the City of Palo Alto Community Services Department and the City's swimming pools contractor, Team Sheeper. The project does not conflict with any upcoming events.

**Environmental Review**

Council action on this item is exempt from CEQA review under section 15301 of the CEQA Guidelines because the re-plaster project involves the repair of an existing facility with negligible or no expansion of use.

**Attachments:**

- **Attachment6.a:** Attachment A: Rinconada Lap Pool and Children's Pool Re-plaster Project Bid Summary

## Bid Summary

Rinconada Lap & Children's Pools Re-Plaster
IFB185733

Engineer's Estimate $400,000

| Vendor Name | Bid Amount | % Above/Below Engineer's Estimate |
|---|---|---|
| Adams Pool Solutions | $486,217 | 17.7% above |

# City of Palo Alto (ID # 15004)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Adoption of a revised Management and Professional Employees Compensation Plan and salary schedule, effective December 31, 2022 through June 30, 2025**

**From: City Manager**

**Lead Department: Human Resources**

## Recommendation

Staff recommends that City Council adopt a revised Management and Professional Compensation Plan and corresponding salary schedule.

## Background

The City of Palo Alto specifies wages, benefits and other terms and conditions of employment for its unrepresented managers and professional staff through the City's Merit Rules and through the Compensation Plan for Management and Professional Personnel and Council Appointees ("Management and Professional Compensation Plan"). The salary schedule and compensation plan for the City's unrepresented Management and Professional employees may be adjusted from time-to-time when recommended by the City Manager and approved by Council. A market-based adjustment and cost of living adjustments (COLA) are recommended for the unrepresented Management and Professional at this time, as discussed in this report. Approximately 223 authorized positions exist in this group, of these authorized positions there are currently 32 vacancies. This group includes directors, managers, professionals with technical expertise, professional administrative staff, and executive public safety leadership.

The City continues to be challenged to find talent to fill its vacancies. Conducting an external market study is a standard methodology to evaluate the City's total compensation and benefits offered to its employee groups and determine the City's market competitiveness. A market study for the Management and Professional employee classifications had not been conducted in the last five years.

## Discussion

The goal of the City's compensation philosophy is to recruit and retain excellent public employees who can in turn provide exemplary service to our community. As a service-based organization people (Personnel) are critical to achieving our mission and providing the services required, requested and desired by our community. Over the past several years the City has

seen consistent difficulties in recruiting and retaining personnel in key areas of service. The great resignation (among other impacts) brought these difficulties to a wider array of City departments and services. As of November 2022, the City has 154 vacant positions out 1,025 total full-time authorized positions. This represents a citywide vacancy rate of 15% and a 10-year high. As discussed during the FY2023 budget development and despite continued implementation of expedited hiring practices, this high level of vacancy has not started to decline.

To meet this challenge the City developed and implemented a short- and long-term strategy that equally balanced recruiting new talent into our organization and holding on to our existing workforce to ensure optimal service delivery. This led to the development of a market survey methodology that would target a competitive market placement positioning the City of Palo Alto as an *Employer of Choice*, as well as prioritizing base salary and flexibility in benefits. The total compensation market survey reviewed Palo Alto's salary, health and pension benefits resulting in the adjustment of numerous positions aligned to the market findings; benchmark positions were found to either be within market placement or below market levels by up to 12% with the Project Manager classification being 12% below market. The benchmark positions found to be below market include: Deputy City Attorney; HR Representative; Managers of Community Services, Finance, and Planning; Project Manager; Supervising Librarian, and Directors of Administrative Services, Community Services, and Public Works. There were four benchmark positions found to be above market by 9% or less: Administrative Assistant; Management Analyst; Manager, Fleet; and Senior Technologist

The recommended compensation plan includes the following steps and timeline:

Management and Professional Employees Compensation Plan Overview and Implementation

| | |
|---|---|
| January 2023 | Salary Schedule amendments for below market* positions<br>&<br>Increase base salary to provide more flexibility related to Benefits, "Flexible Compensation"<br>&<br>One floating holiday in recognition of days of historical significance |
| July 2023 | 4% General wage Increase |
| January 2024 | Base salary increases to provide more flexibility related to Benefits, "Flexible Compensation" payments |
| July 2024 | 4% General wage increase |

*Council appointed officer will determine implementation of market-based adjustments for active employees within their authority
*For unrepresented public safety positions an internal spread from supervised positions is utilized to maintain alignment

The "Flexible Compensation" described above represents an incremental shift of compensation from City coverage of medical insurance premium increases to employee salary. This provides flexibility for employees to choose how best to apply this compensation, better reflecting the diversity among employees, and is described more specifically in Attachment A.

Other minor revision to the Management Compensation Plan includes updates to the At-Will classification list to reflect organizational and position changes completed since last revision to the Management Compensation Plan.

## Resource Impact

Approval of the staff recommendations outlined in this report will result in cumulative costs of approximately $5.4 million in the General Fund ($8.6 million all funds) over the term of the plan, which extends two and half years (January 2023 - June 2025).

The FY 2023 Adopted Budget and FY 2024 – 2033 Long Range Financial Forecast include a level of reserve to plan for additional costs resulting from new labor agreements. For funds other than the General Fund, no specific reserve for these increases were allocated, however sufficient funding remains in these funds through either appropriated funds or reserves including fund balance. Salary expenses will be monitored throughout FY 2023 citywide and appropriate adjustments will be recommended if necessary, to align appropriated expenses with projected costs. Effective in FY 2024 and FY 2025, staff will include these compensation adjustments in the budget development process.

## Environmental Impact

Revisions to the Management and Professional Compensation Plan are not a project subject to environmental review.

**Attachments:**

- **Attachment7.a:** Attachment A: Management Compensation Plan_2023-2025
- Attachment7.b: Attachment B: Management and Conf Salary Schedule Final FY23-FY25

# CITY OF PALO ALTO

# COMPENSATION PLAN

## Management and Professional Personnel
## And Council Appointees

Effective December 31, 2022~~July 1, 2019~~
through June 30, 2025~~2~~, except where
specifically noted.

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**COMPENSATION PLAN FOR THE CITY OF PALO ALTO**

**Management and Professional Personnel**

As used in this Plan, the term "Management and Professional" refers to all employees, including Confidential employees, previously classified as "Management and Confidential" by the City. This group will hereafter be identified as "Management and Professional" personnel.

## SECTION I. COMPENSATION

This section applies to all management and professional employees and does not include Council Members or Council-appointed officers. Each Council-appointed officer shall be the responsible decision-maker under this Plan for those employees in departments under his/her control.

### A. MANAGEMENT AND PROFESSIONAL COMPENSATION POLICY

The City's policy for management and professional compensation is to establish and maintain a general structure based on marketplace norms and internal job alignment with broad compensation grades and ranges. Structures and ranges will be reviewed and updated as necessary based on marketplace survey data, internal relationships, and City financial conditions.

Individual compensation adjustments will be considered by the Council-appointed officer based on (1) performance factors including achievement of predetermined objectives; (2) pay structure adjustments; and (3) City financial conditions.

### B. BASIC PLAN ELEMENTS

1. Structure. The compensation plan includes separate multi-grade structures for both management and professional employees. Each grade will have a salary range with a mid-point which is 20% above the minimum, and 20% below the maximum of the range. All management and professional positions will be assigned an appropriate pay grade based on salary survey data and internal relationships. Actual salary within the range is determined by experience and performance.

Competitive marketplace studies will be conducted as needed by surveying a maximum of 14 organizations similar to Palo Alto in number of employees, funding mechanisms, population and services provided. These studies will focus on total compensation for management positions such as first line supervisors, administrative, confidential, professional and top management. Periodically, studies will include position-by-position comparisons using market research and internal equity data. The results of these studies may indicate that the entire pay grade structure be adjusted, that individual positions be reassigned to different pay grades, or that no change

takes place. Such adjustments will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

A department director may request that HR reevaluate a job or jobs in his or her department based on significant and permanent changes in job content. In doing so the director will supply needed information and will provide a position description questionnaire as requested. The Chief People Officer will respond to such requests within his or her discretion.

2. Compensation Adjustment Authorization. The City Manager may propose as part of the budget process for Council approval of a compensation adjustment based on (1) competitive market data, (2) changes in internal position relationships, (3) the City's ability to pay, and (4) a recommendation received from the Chief People Officer.

Effective the first pay period following Council adoption of this plan all classifications will receive market based increases as outlined in the salary schedule.~~a three percent (3%) salary increase~~. Each Council Appointed Officer will determine the method by which the market adjustment is applied to current employees within their authority.-

Effective the first full pay period following July 1, 2023, all classifications will receive a four percent (4%) salary increase. Effective the first full pay period following July 1, 2024, all classifications will receive a four percent (4%) salary increase.

Effective the first pay period following ~~e~~Council adoption of this plan all classifications will receive a one hundred dollar ($100) monthly flexible compensation payment built into the base hourly rate of pay. Employees can utilize this cash payment to cover insurance premiums or contribute to Flexible spending accounts/457 deferred compensation plans.

Effective the first pay period of January 2024, all classifications will receive an additional one hundred dollars ($100) monthly flexible compensation payment built into base hourly rate of pay.

a) Base Compensation. Compensation for management and professional employees includes bi-weekly base salary and is paid on a continuing basis. On a fiscal year basis, the bi-weekly base salary must fall within pay grade limits of no less than 20% below the mid-point and no more than 20% above the mid-point.

   Base salary increases are earned and authorized in accordance with administrative guidelines based upon growth within the position and performance, which must meet or exceed position standards defined through the performance planning and appraisal process described in subsection b below, the salary structure and the City’s ability to pay.

Management/professional employees who have received an overall rating of "Meets", “Higher” or "Exceeds" expectations on their annual review and who have not been on a performance improvement plan during the preceding fiscal year will be eligible for an adjustment to base compensation. Nothing herein shall preclude an employee's manager from awarding a mid-point

adjustment increase to an employee on a performance plan at a later date should employee's performance improve.

b) Performance Planning and Appraisal. Performance appraisals will be conducted at the end of each fiscal year during the months of July through September 30 each year prior to determining individual employee fixed compensation. This process includes both review of previous performance plan and preparation of the performance plan for the next planning period (usually the fiscal year). Performance plans are jointly prepared by the employee and supervisor with the concurrence of the department head or Council-appointed officer. The performance plans shall contain measurable objectives which place special emphasis on position description duties or specific assignments. Progress toward meeting objectives shall be monitored periodically. The performance appraisals should be implemented in a manner that will achieve the following objectives:

- Define the employee's job duties and expected level of performance for the next review period to ensure that both the employee and supervisor have a clear understanding of the employee's role and responsibilities;
- Evaluate and document past performance to serve as a basis for establishing and obtaining future performance standards/objectives;
- Facilitate two-way communication and understanding between the employee and his or her supervisor;
- Counsel and encourage employees to work toward a learning development plan and realize their full potential;
- Establish future work plan objectives.

Work plans should include job related projects or special goals related to regular job duties when applicable. At the conclusion of the fiscal year (or review period), supervisors shall make a final determination of the overall performance rating.

Recommendations shall be forwarded to department heads and to the Chief People Officer or appropriate Council appointed officer who will then determine individual fixed adjustments according to the provisions of the compensation plan. Each department will ensure that metrics tie to the performance appraisal. The performance planning and appraisal process should be completed by September 30.

## C. MANAGEMENT AND PROFESSIONAL COMPENSATION ADJUSTMENT AUTHORIZATION

1. Council-appointed officers are authorized to pay salaries in accordance with this plan to non-Council-appointed management and professional employees in an amount not to exceed the aggregate of approved management and professional positions in the Table of Organization for the applicable fiscal year.

2. Individual management and professional compensation authorized by a Council-appointed

officer under the Management and Professional Compensation Plan may not be less than 20% below nor more than 20% above the mid-point for the individual position grades authorized in Salary Schedule attached.

3. The Council-appointed officers are authorized to establish such administrative rules as are necessary to implement the Management and Professional Salary Plan subject to the limitations of the approved compensation adjustment authorization and the approved grade and mid-point structure.

4. Notwithstanding any other provision of this Compensation Plan, in the event a downward adjustment of a position grade assignment indicates a reduction in the established salary of an individual employee, the Council-appointed officer may, if circumstances warrant, continue the salary for such employee in an amount in excess of the revised grade limit for a reasonable period of time. Such interim salary rates shall be defined as "Y-rates." Employees in “Y-rated” positions shall not be eligible for any increase to base salary unless and until the amount of the “Y-rated” salary is equal to or less than the published pay rates. Employees assigned to work above class duties shall not be eligible for “Y-rated” pay on conclusion of a work above class assignment.

## SECTION II. SPECIAL COMPENSATION

This section applies to all eligible regular management and professional positions including Council Appointed Officers as applicable and including Council Members where indicated. Eligibility shall be in conformance with the Merit Rules and Regulations and Administrative Directives issued by the City Manager for the purposes of clarification and interpretation.

### A. OVERTIME

Compensation for overtime work shall be in conformance with the Merit Rules and Regulations and Policies and Procedures.

### B. Floating Holiday – Days of Historical Significance

Employees will be provided one floating holiday each calendar year in acknowledgement of days of historical significance. The employee with prior approval from their supervisor can use this floating holiday at any time during the year. This holiday has no cash value and will expire if unused.

### C. IN LIEU HOLIDAY PAY

Employees who work a schedule where a regular day off falls on a holiday will be paid for the hours they would have normally worked on that day. If the holiday falls on a non-workday for an exempt employee, the employee may, with supervisory approval, take another day off within the pay period or the following pay period.

## D. WORKING ABOVE CLASSIFICATION PAY

Where management and professional employees, on a temporary basis, are assigned to perform all significant duties of a higher classification for a period of one month or more, the City Manager may authorize payment within the range of the higher classification for the specified time frame. Working above classification will not exceed six months, unless renewed at the discretion of the City Manager. On expiration of that timeframe, working above classification pay will cease and the employee will return to his or her former pay level. Working above classification pay is not to exceed 10% more than the employee's current salary and shall be documented on a Personnel Action Form, with a description of the additional duties in the higher classification to be performed and an end date.

## E. STAND-BY PAY

Employees eligible for overtime may be entitled to stand-by pay, approved by the City Manager on a case by case basis, in extreme circumstances involving unavailability of non-management staff. Compensation is as follows:

Monday through Friday $40 per day
Saturday, Sunday, Holidays $58 per day

## F. CALL OUT PAY

Effective pay period beginning February 26, 2011, Exempt management and professional classifications will be compensated for Call Out as outlined below with Management approval (and will not be eligible for overtime pay). Call Out applies when: (1) an employee previously left City premises, (2) is called back to the work location outside of regularly scheduled working hours, and (3) the Call Back is for an emergency arising out of situations involving real or potential loss of service, property or personal danger. Employees called back will be expected to respond directly to the location of the problem.

Compensation is per Call Out as reported on timecard and will be paid as follows:

Monday through Friday: $140 per day
Saturday and Sunday: $200 per day

## G. NIGHT SHIFT PREMIUM

Night shift differential shall be paid at the rate of five percent (5%) to regular full-time employees who are regularly assigned to shift work between 6:00 p.m. and 8:00 a.m., or to employees who are temporarily assigned to work a full shift between 6:00 p.m. and 8:00 a.m.

## H. UNIFORM PURCHASE PLAN - SWORN POLICE, FIRE PERSONNEL, and OPEN SPACE PERSONNEL

Uniforms, including cleaning, will be provided with replacement provisions on an as-needed basis in conformance with department policy.

## I. GROUP INSURANCE

1. Effective Date of Coverage for New Employees

   For newly-hired regular employees coverage begins on the first day of the month following date of hire for the health plan, dental plan, vision care plan, long term disability and life insurance plans if these benefits are elected.

2. Dual coverage. When a City employee is married to or has a registered domestic partner with the California Secretary of State with another City employee, each shall be covered only once (as an individual or as a spouse of the other City employee, but not both) and dependent children, if any, shall be covered by only one spouse.

3. Active Employee Health Plan

a) During the term of this compensation plan, the maximum City contribution towards medical premiums for eligible full-time employees per category shall be up to a maximum of the following for any plan:

| Medical Premium Category (Coverage Level) | Maximum City Contribution Effective January 1, 2020 |
|---|---|
| Single (EE only) | $871 |
| 2- Party (EE +1) | $1742 |
| Family (EE + 2 or more) | $2260 |

*The PEMHCA minimum changes per statutory determination. Any increases to the PEMHCA minimum during the term of this plan will result in a corresponding decrease to the amount of the additional City contribution, so that the total maximum City contribution never exceeds the amount listed in the "Total Maximum City Contribution" columns above.

The City's total maximum contribution towards medical premiums for eligible part time employees shall be prorated based on the number of hours per week the part-time employee is assigned to work.

b) Coverage For Domestic Partners

1) Domestic Partnership Registered with the California Secretary of State: Employees may add their domestic partner as a dependent to their elected health plan coverage if the domestic partnership is registered with the Secretary of State and will be eligible for the Alternative Medical Benefit Program in paragraph 3 below.

2) Domestic Partnership Not Registered with the California Secretary of State: Domestic partners who meet the requirements of the City of Palo Alto Declaration of Domestic Partnership, and are registered with the People Strategy and Operations Department, will be eligible for a stipend of two hundred and eighty four dollars ($284.00) per month toward the cost of an individual health plan. Evidence of premium payment will be required with request for reimbursement.

4. Alternative Medical Benefit Program

If a regular employee and/or the employee's dependent(s) are eligible for and elect to receive medical insurance through another non-City of Palo Alto employer-sponsored or association medical plan, the employee may choose to waive his/her right to the City of Palo Alto's medical insurance and receive cash payments in the amount of $284.00.

Examples of waivers eligible for this payment are:

- Employee waives all applicable City medical coverage; or
- Employee is eligible to enroll his or her spouse or register his or her domestic partner with the California Secretary of State and waives medical coverage for the spouse or domestic partner; or
- Employee has additional eligible dependents and waives family-level medical coverage.

Participation must result in a health insurance cost savings to the City and payments per employee shall not exceed a total of two hundred eighty four dollars ($284.00) per month. To participate in the program the employee and dependents must be eligible for coverage under PEMHCA medical plans, complete a waiver of medical coverage form, and provide proof of eligible alternative medical coverage. When a City employee is married to or has a registered domestic partner with the California Secretary of State with another City employee, each shall only be eligible once (as an individual or as a spouse of the other City employee, but not both) and not eligible for a waiver.

Payments will be made in the employee's paycheck beginning the first month following the employee's completion of the waiver form. Payments are subject to state and federal taxes and are not considered earnings under PERS law. Employees are responsible for notifying the City of any change in status affecting eligibility for this program (for example, life changes affecting dependent's eligibility for medical coverage through the employee) and will be responsible for repayment of amounts paid by the City contrary to the terms of this program due to the employee's failure to notify the City of a change in status.

5. Retiree Health Plan

a) Employees Hired Prior to January 1, 2004
Monthly City-paid premium contributions for a retiree-selected health plan through the CalPERS Health Benefits Program will be made as provided under the Public Employees" Medical and Hospital Care Act. The City's monthly employer contribution for each employee retiring on or after January 1, 2007 and prior to March 31, 2011 shall be the amount necessary to pay for the cost of his or her enrollment in a health benefits plan up to the monthly premium for the second most expensive plan offered to management and professional personnel during the contract term (among the existing array of plans.) The City's contribution for an employee hired before January 1, 2004 who retires on or after March 30, 2011 shall be the same contribution amount it makes from time to time for active City employees.

b) Post – 1/1/04 Hires
For those Management and professional employees hired after January 1, 2004, the PERS

law vesting schedule set forth in Government Code section 22893 will apply. Under that law, an employee is eligible for 50% of the specified employer health premium contribution after ten (10) years of service credit, provided at least five (5) of those years were performed at the City of Palo Alto. After ten (10) years of service credit, each additional service credit year increases the employer contribution percentage by 5% until, at 20 years' service credit, the employee will be eligible upon retirement for 100% of the specified employer contribution and 90% of their dependent coverage. The City of Palo Alto's health premium contribution for eligible post – 1/1/04 hires shall be the minimum contribution set by PERS under section 22893 based on a weighted average of available health plan premiums.

c) Effective upon ratification and adoption of this compensation plan, the City shall provide active Management employees who were hired before January 1, 2004 with a one-time opportunity to opt-in to retiree health benefits provided under California Government Code section 22893. Eligible employees who wish to exercise this option shall inform the Human Resources department of their election in writing no later than 90 days following the ratification and adoption of this compensation plan.

6. Dental Plan

a) The City shall pay covered plan charges on behalf of all eligible employees and dependents. (Domestic partners who are either registered with the Secretary of State or who meet the requirements of the City of Palo Alto Declaration of Domestic Partnership, and are registered with the Human Resources Department are considered dependents under the plan.) Benefits for regular part-time employees hired or assigned to a part-time schedule will be prorated in accordance with his/her percentage of a full- time work schedule.

b) The City's Dental Plan provides the following:
- Maximum Benefits per Calendar Year- $2,000 per person
- Lifetime Maximum for Orthodontics- The City will pay up to $2,000.00 for orthodontia coverage (not included in annual dental maximum)
- Major Dental Services 50% UCR*
- Orthodontics 50% UCR*
- Basic Benefits (All other covered services)
  First Calendar Year of Eligibility 70% UCR*
  Subsequent Calendar Years 70%-100%
  *Usual, Customary, and Reasonable
- Composite (tooth covered) fillings for posterior teeth

For each dental plan member, the percentage of coverage for basic benefits will begin at 70% for the first calendar year of coverage and increase by 10% (up to a maximum of 100%) effective the first day of the next calendar year as long as the member utilizes the plan at least once during the current year. Per the Delta Dental contract effective October 1, 2005, if the member does not utilize the plan during the current year, the percentage

of coverage for the next calendar year shall remain unchanged from the current year.

If a dental plan member ever loses coverage under the plan, the applicable percentage of coverage for basic benefits provided during any future period of coverage will commence at 70% as if the dental plan member was a new enrollee. Examples of when a member might lose coverage under the plan would include:

- Employee goes on an unpaid leave of absence and elects not to pay the required dental premiums for his/her family's coverage during the leave.
- Employee elects to drop one or more covered dependents from the plan during an open enrollment period so that they might be covered on a spouse's non- City of Palo Alto dental plan.

7. Basic Life Insurance

The City shall provide a basic group term life insurance with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to the employee's annual basic pay (rounded to the next highest $1,000) at no-cost to the employee. AD&D pays an additional amount equal to the employee's annual basic pay (rounded to the next highest $1,000).

8. Supplemental Life And AD&D Insurance

An employee may, at his/her cost, purchase additional life insurance and additional AD&D coverage equal to one- or two-times his or her annual salary. The maximum amount of life insurance available to the employee is up to $325,000 and the maximum amount of AD&D coverage available is up to $325,000.

9. Long Term Disability Insurance

a) The City shall provide long term disability (LTD) insurance with a benefit of 2/3 monthly salary, up to a maximum benefit of $10,000 per month. The City shall pay the premium for the first $6,000 of base monthly salary. For employees whose base monthly salary exceeds $6,000, the employee shall pay the cost of the required premium based upon their monthly salary between $6,000 and $15,000.

b) For employees whose base monthly salary exceeds $6,000 and who have no eligible dependents covered under the City's medical, dental or vision plans, the City will pay up to $17.50 per month towards the employee's cost for LTD coverage.

10. Vision Care

a) The City shall provide vision care coverage for employee and dependents. Coverage is administered by Vision Service Plan (VSP). The plan provides an exam every 12 months; lenses every 24 months; frames every 24 months, all subject to a $20 co-payment as defined in the Vision Services Benefits Plan A schedule. Benefits for regular part-time employees will be prorated as follows:

Employees hired after January 1, 2004, who will work less than full time, will receive prorated premium costs for vision benefits in accordance with his/her percentage of a full-time work schedule. Vision benefits for regular part-time employees hired or assigned to a part-time schedule will be prorated in accordance with his/her percentage of a full- time work schedule.

Effective July 1, 1996, dependents include eligible domestic partners who are either registered with the Secretary of State.

## D. EMPLOYEE ASSISTANCE PLAN

The Employee Assistance Plan (EAP) provides employees with confidential personal counseling, work and family related issues, eldercare, substance abuse, etc. In addition, EAP programs provide a valuable tool for supervisors to refer troubled employees to professional outside help. This service staffed by experienced clinicians is available to employees and their dependents by calling a toll-free phone line 24 hours a day, seven days a week. Guidance is also available online.

## E. SAFETY DIFFERENTIALS

1. Police Department - Personnel Development Program

   Pursuant to administrative rules governing eligibility and qualification, one of the following differentials, whichever is higher, may be granted to sworn police personnel:

   A. P.O.S.T. Intermediate Certificate: five percent (5%) above base salary
   B. P.O.S.T. Advanced Certificate: seven and a half (7 ½%) above base salary

2. Fire Department - EMT Differential

   Pursuant to administrative rules governing eligibility and qualification, the following differential may be granted to sworn Fire personnel:

   A. EMT Differential: three percent (3%) above base salary

## F. MANAGEMENT and PROFESSIONAL BENEFIT PROGRAM

Management and professional employees are eligible for Sections 1, 2, and 3of the Management Benefit Program below. City Council Members are not eligible for benefits under Section 1 and 2 below.

1. Professional Development - Reimbursement

The purpose of this program is to provide employees with resources to improve and supplement their job and professional skills. Reimbursement for authorized self-improvement activities may be granted each management and professional employee up to a maximum of five hundred dollars ($500) per fiscal year. A departmental training fund of one thousand dollars per employee ($1,000) will be established for subject matter, leadership or other training that the Department Director identifies as a need for employees within that Department.

The following items are eligible for reimbursement:

a) Civic and professional association memberships

b) Conference participation and travel expenses, which must occur within the compensation plan period.

c) Educational programs, books and videos, and tuition reimbursement designed to maintain or improve the employee's skills in performing his or her job or future job opportunities, should support the City’s mission or be necessary to meet the educational requirements for qualification for employment. Permissible educational expenses are refresher courses, courses dealing with current developments, academic or vocational courses, as well as the travel expenses associated with the courses as defined by the City’s travel expense report from the Policy & Procedures Manual Section 1-02 ASD.

d) Professional and trade journal subscriptions not to exceed 12 months.

e) Approval will be at discretion of department head and signature is required on reimbursement form.

Amounts under this professional development program will be pro-rated in the first year of employment or promotion into a position covered by this Compensation Plan

2. Excess Benefit

This benefit is designed to meet the requirements of Section 125 of the Internal Revenue Code, with exception of Gym or Health Club Membership. Every calendar year, each employee will be provided with $2,500 that they can designate among the following options, subject to caps pursuant to IRS regulations:

a) Medical Flexible Spending Account (Medical FSA). Provides reimbursement for excess medical/dental/vision, or expenses that are incurred by employees and their dependents which are not covered or reimbursed by any other source, including existing City-sponsored plans. This includes prescribed medications and copayments. However, nonprescription dietary supplements (e.g. vitamins, etc.) toiletries (e.g. toothpaste), cosmetics (e.g. face cream), and items used for cosmetic purposes (e.g. Rogaine) are not acceptable.

b) Dependent Care Flexible Spending Account (Dependent Care FSA). Provides reimbursement for qualified dependent care expenses under the City's Dependent Care Assistance Program (DCAP), subject to the following limits: Dependent care expenses will be reimbursed only to the extent that the amount of such expenses reimbursed under this Management Benefit Program, when added to the amount (if any) of annual dependent care expenses that the participant has elected under the City's Flexible Benefits Plan, do not exceed the maximum permitted under the DCAP.

1) The annual amount submitted for reimbursement cannot exceed the income of the lower-paid spouse.

2) The expenses must be employment-related expenses for the care of one or more dependents who are under 13 years of age and entitled to a dependent deduction under Internal Revenue Code section 151(e) or a dependent who is physically or mentally incapable of caring for himself or herself.

3) The payments cannot be made to a child under 19 years of age or to a person claimed as a dependent.

4) If the services are provided by a dependent care center, the center must comply with all state and local laws and must provide care for more than six (6) individuals (other than a resident of the facility).

5) Dependent care expenses not submitted under this section are eligible under the City Dependent Care Assistance Plan (DCAP). However, the maximum amount reimbursed under DCAP will be reduced by any amount reimbursed under the Excess Benefit Plan.

c) Non-taxable Professional Development Spending Account. Provides reimbursement for Non-Taxable professional development expenses (e.g., job-related training and education, seminars, training manuals, etc.) to the extent they are not paid or reimbursed under any other plan of the City.

d) Gym or Health Club memberships. Provides reimbursement for annual or monthly memberships, including personal trainers. Reimbursement of this expense is taxable to the employee.

e) Deferred Compensation. Provides a one-time contribution to the employee's City-sponsored 457 Deferred Compensation plan with either ICMA-RC or Mass Mutual.

Amounts designated by employees to either the Medical FSA, Dependent Care FSA, or Professional Development options are done so on a "use–it-or-lose-it" basis. This means that any amounts designated and not used by the end of the calendar year (or end of the extended grace period for the medical FSA) will be forfeited by the employee and returned to the plan.

Specified amounts under this benefit will be applied on a pro-rated basis for employees who are part-time or who are in a management or professional pay status for less than the full fiscal year. Such benefits will be pro-rated in the first year of employment (based on hire date) but will not be pro-rated upon separation of employment.

City will explore options including a deferred compensation match up to $4000 through a pre-tax retirement savings account as a replacement for Professional Development in Section 1 and Excess Benefit as provided under Section 2.

## G. LEAVES

1. Sick Leave

a) Sick leave shall be accrued bi-weekly provided the employee has been in a pay status for 50% or more of a bi-weekly pay period. Sick leave shall be accrued at the rate of 3.7 hours per bi-weekly pay period for those employees working a 40-hour duty schedule. Those assigned work schedules which are greater or lesser than 40 hours will accrue sick leave at the ratio of their work schedule to 40 hours.

b) Employees may use up to 20 hours of sick leave per calendar year for personal business. The scheduling of such leave is subject to the approval of the appropriate level of Management.

c) Employees leaving the municipal service shall forfeit all accumulated sick leave, except as otherwise provided by law and by Section 609 of the Merit Rules and Regulations. In the event that notice of resignation is given, sick leave may be used only through the day which was designated as the final day of work by such notice.

d) Employees that were hired before December 1, 1983 and who leave the municipal service in good standing, or who die while employed in good standing by the city, and who have 15 or more years of continuous service shall receive compensation for unused sick leave hours in a sum equal to two and one-half percent (2½%) of their unused sick leave hours multiplied by their years of continuous service and their basic hourly rate of pay at termination. Full sick leave accrual will be paid in the event of termination due to disability. See Merit System Rules and Regulations, Chapter 6, Section 609.

e) Up to nine (9) days of sick leave per calendar year may be used for illness in the immediate family, including a registered domestic partner.

f) Management and Professional employees eligible, as specified above if hired before December 1, 1983, to be compensated for sick leave may annually convert sick leave hours in excess of 600 to cash or deferred compensation, according to the formula set forth above, up to a maximum of $2,000 per fiscal year.

g) In accordance with the City Merit Rules and Regulations, a new employee may, if necessary, use up to 48 hours or shift equivalent of sick leave at any time during the first six (6) months of employment.

2. Management Annual Leave

a) Exempt Employees

Regular management and professional employees will be credited with 80 hours of annual leave. This leave is granted in recognition of the extra hours Management and Professional employees work over their regular schedule. This leave may be taken as paid time off, added to vacation accrual (subject to vacation accrual limitations), taken as cash or taken as deferred compensation. When time off is taken under this provision, 10-hour shift workers will receive one shift off for each 8 hours charged; 24-hour shift workers will receive one-half (½) shift off for each 8 hours charged.

In 2012, the City transitioned this benefit from a fiscal to calendar year basis for administrative purposes. Beginning in 2013 and each calendar year thereafter, employees will be credited with 80 hours of management annual leave.

Entitlement under this provision will be reduced on a prorated basis for part-time status, or according to the number of months in paid status during the year; employees who have used more than the pro-rated share at the time they leave City service shall be required to repay the balance or have it deducted from their final check. Unused balances as of the end of the year will be paid in cash unless a different option as indicated above is elected by the employee.

Council appointed Officers can, at their discretion, award additional management annual leave to employees. Award of additional leave is intended to acknowledge and recognize excellent performance and/or longevity in alignment with the annual merit cycle.

3. Vacation

Vacation will be accrued when an employee is in pay status and will be credited on a bi-weekly basis. Total vacation accrual at any one time may not exceed three (3) times the annual rate of accrual. Each eligible employee shall accrue vacation at the following rate for continuous service performed in pay status:

a) Less than nine (9) years. For employees completing less than nine (9) years continuous service: 120 hours vacation leave per year; provided that:

   i. The City Manager is authorized to adjust department head annual vacation accrual to provide for a maximum of 160 hours for those hired between July 1, 1996 and June 30, 2001; and

   ii. The City manager is authorized to adjust the annual vacation accrual of employees hired on or after July 1, 2001, to provide up to 40 additional hours (i.e., to a maximum annual accrual of 160 hours) for service with a prior employer.

b) Nine (9), but less than fourteen (14) years. For employees completing nine (9), but not more than fourteen (14) years continuous service; 160 hours vacation per year.

c) Fourteen (14), but less than nineteen (19) years. For employees completing fourteen (14), but not more than nineteen (19) years continuous service; 180 hours vacation leave per year.

d) Nineteen (19) or more years. For employees completing nineteen (19) or more years continuous service; 200 hours vacation leave per year.

e) Employees are eligible to cash out vacation accrual balances in excess of 80 hours. An employee may cash out a minimum of eight (8) hours to a maximum of 120 hours of accrued vacation provided the employee has taken 80 vacation hours in the previous 12 months and has followed the election procedures set forth in this section.

Employees must elect the number of vacation hours they will cash-out during the next calendar year, up to the maximum of 120 hours. For the 2012 calendar vacation year, employees will make their election for vacation hours to cash out no later than November 1, 2012. The election will apply only to vacation hours that are accrued in the next calendar year and that are eligible for cash-out.

The election to cash-out vacation hours in each designated year will be irrevocable. This means that employees who elect to cash-out vacation hours must cash-out the number of accrued hours pre-designates on the election form.

Employees who do not elect a cash-out amount by November 1 of the prior calendar year will be deemed to have waived the right to cash out any leave in the following tax year and will not be eligible to cash-out vacation hours in the next tax year

Employees who elect cash-out amounts may request a cash-out at any time in the designated tax year by submitting a cash-out form to payroll. Payroll will complete the cash-out upon request, provided the requested cash-out amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash-out is not available at the time of cash-out request, the maximum available will be paid. For employees who have not requested cash-out of the elected amount by November 1 of each year, Payroll will automatically cash-out the elected amount in a paycheck issued on or after the payroll date including November 1.

4. Bereavement

Leave of absence with pay of three (3) days may be granted an employee by the head of his/her department in the event of death in the employee's immediate family, which is

defined for purposes of this section as wife, husband, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, aunt, uncle, niece, nephew, registered domestic partner, or a close relative residing in the household of employee. Such leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave. Requests for leave in excess of three days shall be subject to the approval of a Council-Appointed Officer for employees under his/her control.

5. Use of accrued leave credits during leaves of absence.

During unpaid leaves of absence for disability or other reasons, the employee may elect and the City may require the employee to use accrued paid vacation and sick leave in a manner consistent with state and federal law. Requests for leaves without pay shall not be unreasonably denied. In order to avoid misunderstandings, all leaves without pay must be in writing to be effective.

## H. RETIREMENT PENSION

1. Miscellaneous Pension Formulas:
   a. Miscellaneous Pension Group A: 2.7% at 55. The City provides retirement benefits under the California Public Employees Retirement System at the level of 2.7% at age 55 for employees hired before July 17, 2010, with a one year final compensation period.

   b. Miscellaneous Pension Group B: 2% at 60:For miscellaneous employees hired on or after July 17, 2010, and before January 1, 2013, and employees hired on or after January 1, 2013 who are not "new members" of CalPERS as defined in the Public Employees' Pension Reform Act (often referred to as "Classic" CalPERS members)the City offers the CalPERS retirement formula two percent (2.0%) of final salary at age- sixty (60), with a one (1) year final compensation period.

   c. Miscellaneous Pension Group C: 2% at 62. Employees hired on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act (Gov't. Code s. 7522 et seq.) shall be subject to all of the provisions of that law, including but not limited to the two percent at age 62 (2%@62) retirement formula with a three (3) year final compensation period.

2. Safety Pension Formulas:

   a. Safety Pension Group A: 3% at 50. For Safety members, the City currently offers the CalPERS "3% at 50" full formula (Section 21362.2) benefit, with a one (1) year final compensation period.

   b. Safety Pension Group B: 3% at 55. Local Fire Safety members newly hired after 6/08/12

will be placed in the 3%@55 formula. As soon as administratively possible, the City intends to modify the Local Police Safety formula for new hires to 3%@55 formula.

c. Safety Pension Group C: New employees hired on or after January 1, 2013 who are "new members" as defined by the California Public Employees' Pension Reform Act (PEPRA), will be subject to the terms of that statute, with a three (3) year final compensation period.

3. Employee PERS Share.

a. Miscellaneous Employee Shares:
Employees in Miscellaneous Pension Group A shall pay the full eight percent (8%) employee contribution.
Employees in Miscellaneous Pension Group B shall pay the full seven percent (7%) employee contribution.
Employees in Miscellaneous Pension Group C shall pay the employee contribution required by the Public Employees Pension Reform Act, calculated at fifty percent (50%) of the normal cost.

b. Safety Employee Shares. Employees in Safety Pension Group A shall pay the full nine percent (9%) PERS employee contribution. Employees in Safety Pension Group B shall pay the full eight percent (9%) PERS employee contribution. Employees in Safety Pension Group C shall pay the employee contribution required by the Public Employees Pension Reform Act, calculated at fifty percent (50%) of the normal cost.

Employees under the 2%@62 benefit shall pay at least 50 percent of the total normal cost or the same contribution rate as "similarly situated" employees, whichever is higher.

4. Employer Share

a. Miscellaneous (Non-Safety) Management and Professional:
As soon as administratively possible, but no sooner than pay period including July 1, 2017 each Miscellaneous (non-Safety) Management and Professional employee shall pay one- half percent (0.5%) of their salary toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

Effective the first full pay period including July 1, 2018, each Miscellaneous (non-Safety) Management and Professional employee shall pay an additional one-half percent (0.5%) of their salary toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

This will result in Miscellaneous (non-Safety) Management and Professional employees paying a total of one (1) percent of the employer share in addition to their employee contribution.

b. Safety Management:

As soon as administratively possible, but no sooner than pay period including July 1, 2017 each Safety Management employee shall pay one and one-half percent (1.5%) of their salary toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

Effective the first full pay period including July 1, 2018, each Safety Management employee shall pay an additional one and one-half percent (1.5%) of their salary toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

This will result in Safety Management employees paying a total of three (3) percent of the employer share in addition to their employee contribution.

5. Final Compensation.

Final compensation for purposes of retirement shall be as set forth in the City's contract with CalPERS, including, when applicable, the Government Code Section 20692: Optional Benefit, except as may otherwise be required by PEPRA.

6. Employee PERS contributions shall be made on a tax deferred basis, in accordance with Section 414(h)(2) of the Internal Revenue Code. All provisions of this subsection are subject to and conditioned upon compliance with IRS regulations.

7. Final compensation for employees under the 2%@62 benefit shall be as set forth in PEPRA, including calculation based on the average of three highest consecutive years and a cap on pensionable compensation based on IRS limits for employers that do not participate in social security.

## I. COMMUTE INCENTIVES and PARKING

1. Civic Center Parking. Employees assigned to Civic Center and adjacent work locations. The City will provide a Civic Center Garage parking permit. Employees hired after June 30, 1994 may initially receive a parking permit for another downtown lot, subject to the availability of space at the Civic Center Garage.

2. Alternative Commute Incentives: Employees who qualify may voluntarily elect one commute incentives, including but not limited to the following options, for those using an eligible commute alternative on 60% or more of their scheduled work days per month:

    a) Public Transit and Vanpool. The City provides tax-free commute incentives up to the current IRS limit, as may be amended from time to time, (currently $125/month) are available through the Commuter Check Direct (CCD) website for employees using Bay Area public transportation or riding in a registered vanpool at least 60% of their scheduled work days. Administration of the Commuter Check benefit shall be subject to the rules and regulations of the third- party administrator.

b) Go Pass. The Go Pass program will offer civic center and other downtown-based employees a Caltrans Go Pass that allows unlimited rides on Caltrain in all zones seven days per week, to any City of Palo Alto employee.

c) Bicycle. The City will provide employees with a tax-free incentive of $20 per month to eligible employees who ride a bicycle to work.

d) Carpool. The City will provide with a taxable incentive of $30 per month to each eligible employee in a carpool with two or more licensed drivers.

e) Walk. The City will provide employees with a taxable incentive of $20 per month to eligible employees who walk to work.

## J. AT-WILL STATUS

Certain Management and Professional Positions are designated as having "at-will" employment status. Employees hired into "at-will" positions shall have no constitutionally protected property or other interest in their employment with the City. Notwithstanding any provision in the Merit System Rules and Regulations or any other City rule, policy or procedure, at-will employees have no right to continued employment or pre-or post-disciplinary due process and work at the will and pleasure of the hiring authority (City Council, City Manager or Council-Appointed Officer). Work for an at-will employee may be eliminated and/or the employee may be terminated, or asked to resign, at any time, with or without cause, upon notice to that employee, and the employee may resign at any time upon written notice to the hiring authority.

1. <u>At-will Management & Professional positions.</u>

   Department heads hired after July 1, 2004 and prior to the date of adoption of this plan were hired as at-will employees whose terms of employment are specified by an employment contract that includes a severance package.

   Effective on the date of adoption of this plan, new employees hired or promoted to department head, assistant department director, and all other positions listed on Attachment B shall be at-will employees.

   At-will employees will be eligible for, and shall receive, all regular benefits (i.e., health insurance, PERS contribution to the extent paid by City, etc.) and vacation, sick leave, and management leave as are generally provided to management employees and described in this compensation plan, as amended from time to time.

2. <u>Provisional employees.</u>

   The City has created a program for Provisional employment when funding is available. The program's purpose is to create limited duration senior management level work for the City

Manager's Office or as designated by the City Manager. A Provisional Employee will be an "at will" employee whose term of employment shall be no more than two (2) years. A Provisional Employee shall be exempt and not eligible to earn overtime. A Provisional Employee will receive limited benefits as specified in an Employment Agreement. Sections I and II of this Compensation Plan shall not apply to Provisional Employees, except as specified by the City Manager.

3. Management and Legal Fellows.

The City has created programs for Management Fellows and Legal Fellows when funding is available. The programs' purpose is to create limited duration entry level positions for management graduates and lawyers. Fellows will be "at will" employees whose term of employment shall be no more than two (2) years. Fellows shall be PERS exempt to the extent allowed by law, but may receive vacation, sick leave, health care benefits and other limited benefits, as determined by the City Manager or City Attorney. Sections I and II of this Plan shall not apply to Management and Legal Fellows, except as specified by the City Manager or City Attorney.

## K. ADDITIONAL COMPENSATION FOR MAYOR AND VICE MAYOR

The Mayor shall receive $150 monthly, and the Vice Mayor $100 monthly to defray additional expenses of these offices.

## L. REIMBURSEMENT FOR RELOCATION EXPENSE

Policy Statement
The City of Palo Alto, in rare instances, may provide a Basic Relocation Benefits Package for new management and professional employees, upon the approval of the City Manager or designated subordinate. In addition, the provision of "Optional Benefits" or portions thereof, may be

extended for exceptional circumstances and only the approval of the City Manager or designee, or for Council-appointed officers, the City Council.

The details of the Relocation Expense program are specified in the City's Relocation Expense policy and all relocation reimbursements shall be subject to the provisions of that policy.

## M. MEAL ALLOWANCE

Management and professional employees assigned to attend night meetings are eligible to receive reimbursement for up to $20.00 per dinner. This provision covers only receipted meals actually taken and submitted for reimbursement.

## N. GRIEVANCES REGARDING COUNCIL APPOINTED OFFICERS

Notwithstanding the grievance procedures provided in Chapter 11 of the City of Palo Alto's Merit System Rules and Regulations, any Management and Professional employee who is supervised by a Council Appointed Officer and has a grievance against that Council Appointed Officer or regarding the conduct of that Council Appointed Officer shall, following an attempt to resolve the grievance pursuant to Step One (informal discussion), summarize the grievance regarding the Council Appointed Officer in writing and submit it to the Director of Human Resources for review and resolution using the methods he/she considers appropriate.

## O. MERIT RULES

The City will include members of the Management/Professional Compensation Committee in discussions regarding revision of the Merit Rules and Regulations.

**Attachment B**

**At-Will Positions**
**Management and Professional Unit**

The intent of this provision under the Management/Professional Compensation Plan is to designate classifications at the department head, assistant director, deputy director, division manager and senior professional levels as at-will. The applicable Council Appointed Officer may designate newly created positions at those levels not included on this list as at-will. Existing classifications that shall be at-will include but are not limited to:

Department Heads- All departments
Assistant Directors- All departments
Deputy Directors- All departments
Division Managers - All departments

Administrative Services
Director, Administrative Services/Chief Financial Officer
Director, Office of Management & Budget
Assistant Director, Administrative Services
Division Managers such as: Budget Manager; Finance Manager; Chief Procurement Officer; Manager, Real Property; Treasury Manager; Principal Analyst; Revenue Collections Manager

City Attorney
Chief Assistant City Attorney
Assistant City Attorney
Deputy City Attorney
Legal Fellow

City Clerk
Assistant City Clerk
Deputy City Clerk

City Manager
Assistant City Manager/Chief Operating Officer
Deputy City Manager
Assistant to the City Manager
Assistant to City Manager
Chief Communications Officer

Communications Manager
Chief Transportation Official
Manager Economic Development
Management Fellow

Community Services
Director, Community Services
Assistant Director, Community Services
Manager, Community Services
Manager, Community Services Program Senior

Human Resources
Director of Human Resources/Chief People Officer
Assistant Director, Human Resources
Human Resources Manager
Senior Administrator Human Resources

IT
Director, IT/Chief Information Officer
Manager, Information Technology

Library
Director, Libraries
Assistant Director, Library Services
Division Head, Collection & Technical Services
Manager, Library Services

Planning & Development Services
Director, Planning & Development Services
Assistant Director, Planning & Development Services
Planning Manager Division Manager,
Chief Planning Official
Development Services Director
Chief Building Official
Assistant Building Official
Planning Manager

Public Safety
Chief of Police/Director of Public Safety
Fire Chief /Assistant Public Safety Director
Assistant Police Chief

Emergency Services Director
Deputy Director – Technical Services Division (police department)
Deputy Fire Chief

Public Works
Director, Public Works/City Engineer
Assistant Director, Public Works – Environmental Services
Assistant Director, Public Works – Public Services
Assistant Director, Public Works – Engineering
Manager, Airport
Manager, Fleet
Water Quality Control Plant Manager

Utilities
Director, Utilities
Chief Operating Officer

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 12/31/2022 (Market and Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 190 | Non-Exempt | Accountant | 690P | $40.52 | $50.65 | $60.78 | $84,282 | $105,352 | $126,422 |
| 76 | Exempt | Administrative Assistant | 750P | $32.40 | $40.50 | $48.60 | $67,392 | $84,240 | $101,088 |
| 115 | Exempt | Assistant Chief Building Official | 405M | $58.82 | $73.52 | $88.23 | $122,346 | $152,922 | $183,518 |
| 132 | Exempt | Assistant Chief of Police | 100A | $96.40 | $120.49 | $144.59 | $200,512 | $250,619 | $300,747 |
| 108 | Exempt | Assistant City Attorney | 165A | $73.98 | $92.47 | $110.97 | $153,878 | $192,338 | $230,818 |
| 109 | Exempt | Assistant City Clerk | 630M | $44.79 | $55.98 | $67.18 | $93,163 | $116,438 | $139,734 |
| 107 | Exempt | Assistant City Manager | 20E | $96.15 | $120.18 | $144.22 | $199,992 | $249,974 | $299,978 |
| 73 | Exempt | Assistant Director Administrative Services | 120A | $79.80 | $99.74 | $119.69 | $165,984 | $207,459 | $248,955 |
| 126 | Exempt | Assistant Director Community Services | 150A | $76.40 | $95.50 | $114.60 | $158,912 | $198,640 | $238,368 |
| 1007 | Exempt | Assistant Director Human Resources | 155A | $73.88 | $92.34 | $110.81 | $153,670 | $192,067 | $230,485 |
| 2001 | Exempt | Assistant Director Library Services | 160A | $68.99 | $86.23 | $103.48 | $143,499 | $179,358 | $215,238 |
| 10 | Exempt | Assistant Director Planning & Community Environment | 130A | $77.70 | $97.12 | $116.55 | $161,616 | $202,010 | $242,424 |
| 143 | Exempt | Assistant Director Public Works | 140A | $76.80 | $96.00 | $115.20 | $159,744 | $199,680 | $239,616 |
| 168 | Exempt | Assistant Fleet Manager | 585M | $44.50 | $55.62 | $66.75 | $92,560 | $115,690 | $138,840 |
| 102 | Exempt | Assistant Manager WQCP | 240D | $63.52 | $79.40 | $95.28 | $132,122 | $165,152 | $198,182 |
| 30 | Exempt | Assistant to the City Manager | 390M | $62.29 | $77.86 | $93.44 | $129,563 | $161,949 | $194,355 |
| 118 | Exempt | Chief Building Official | 290M | $75.35 | $94.18 | $113.02 | $156,728 | $195,894 | $235,082 |
| 2008 | Exempt | Chief Communications Officer | 135A | $73.47 | $91.83 | $110.20 | $152,818 | $191,006 | $229,216 |
| 112 | Exempt | Chief Planning Official | 220D | $67.39 | $84.23 | $101.08 | $140,171 | $175,198 | $210,246 |
| 95 | Exempt | Chief Procurement Officer | 235D | $57.56 | $71.94 | $86.33 | $119,725 | $149,635 | $179,566 |
| 82 | Exempt | Chief Transportation Official | 140A | $73.01 | $91.26 | $109.52 | $151,861 | $189,821 | $227,802 |
| 96 | Exempt | Claims Investigator | 660P | $39.36 | $49.20 | $59.04 | $81,869 | $102,336 | $122,803 |
| 24 | Exempt | Communication Specialist | 615M | $42.60 | $53.24 | $63.89 | $88,608 | $110,739 | $132,891 |
| 89 | Exempt | Contracts Administrator | 585P | $50.00 | $62.50 | $75.00 | $104,000 | $130,000 | $156,000 |
| 186 | Non-Exempt | Coordinator Library Circulation | 675M | $40.66 | $50.82 | $60.99 | $84,573 | $105,706 | $126,859 |
| 191 | Exempt | Deputy Chief/Fire Marshall | 125A | $79.75 | $99.68 | $119.62 | $165,880 | $207,334 | $248,810 |
| 11 | Exempt | Deputy City Attorney | 375M | $58.02 | $72.52 | $87.03 | $120,682 | $150,842 | $181,022 |
| 71 | Exempt | Deputy City Clerk | 720M | $35.08 | $43.85 | $52.62 | $72,966 | $91,208 | $109,450 |
| 55 | Exempt | Deputy City Manager | 115A | $76.28 | $95.34 | $114.41 | $158,662 | $198,307 | $237,973 |
| 195 | Exempt | Deputy Director Technical Services Division | 200D | $71.96 | $89.95 | $107.94 | $149,677 | $187,096 | $224,515 |
| 20 | Exempt | Deputy Fire Chief | 110A | $83.07 | $103.83 | $124.60 | $172,786 | $215,966 | $259,168 |
| 81 | Exempt | Director Administrative Services/Chief Financial Officer | 50E | $92.88 | $116.09 | $139.31 | $193,190 | $241,467 | $289,765 |
| 72 | Exempt | Director Community Services | 45E | $88.32 | $110.39 | $132.47 | $183,706 | $229,611 | $275,538 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 12/31/2022 (Market and Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 1012 | Exempt | Director Development Services | 145A | $77.59 | $96.98 | $116.38 | $161,387 | $201,718 | $242,070 |
| 133 | Exempt | Director Human Resources/Chief People Officer | 55E | $88.55 | $110.68 | $132.82 | $184,184 | $230,214 | $276,266 |
| 128 | Exempt | Director Information Technology/Chief Information Officer | 25E | $96.71 | $120.88 | $145.06 | $201,157 | $251,430 | $301,725 |
| 131 | Exempt | Director Libraries | 60E | $82.69 | $103.36 | $124.04 | $171,995 | $214,989 | $258,003 |
| 2028 | Exempt | Director of Emergency Medical Services | 215D | $69.63 | $87.03 | $104.44 | $144,830 | $181,022 | $217,235 |
| 2005 | Exempt | Director Office of Emergency Services | 215D | $64.98 | $81.22 | $97.47 | $135,158 | $168,938 | $202,738 |
| 49 | Exempt | Director Office of Management and Budget | 120A | $79.80 | $99.74 | $119.69 | $165,984 | $207,459 | $248,955 |
| 134 | Exempt | Director Planning & Community Environment | 40E | $93.12 | $116.39 | $139.67 | $193,690 | $242,091 | $290,514 |
| 135 | Exempt | Director Public Works/City Engineer | 30E | $94.31 | $117.88 | $141.46 | $196,165 | $245,190 | $294,237 |
| 121 | Exempt | Director Utilities | 10E | $111.29 | $139.11 | $166.94 | $231,483 | $289,349 | $347,235 |
| 2002 | Exempt | Division Head Library Services | 260D | $60.28 | $75.34 | $90.41 | $125,382 | $156,707 | $188,053 |
| 172 | Exempt | Division Manager Open Space, Parks & Golf | 245D | $62.66 | $78.32 | $93.99 | $130,333 | $162,906 | $195,499 |
| 2031 | Exempt | Division Manager Planning | 220D | $67.39 | $84.23 | $101.08 | $140,171 | $175,198 | $210,246 |
| 1005 | Exempt | Executive Assistant to the City Manager | 705M | $36.60 | $45.74 | $54.89 | $76,128 | $95,139 | $114,171 |
| 139 | Exempt | Fire Chief | 35E | $95.55 | $119.43 | $143.32 | $198,744 | $248,414 | $298,106 |
| 163 | Exempt | Hearing Officer | 480M | $51.51 | $64.38 | $77.26 | $107,141 | $133,910 | $160,701 |
| 101 | Exempt | Human Resources Representative | 735P | $34.24 | $42.79 | $51.35 | $71,219 | $89,003 | $106,808 |
| 90 | Exempt | Landscape Architect Park Planner | 510M | $49.05 | $61.31 | $73.58 | $102,024 | $127,525 | $153,046 |
| 2015 | Exempt | Legal Fellow | 755P | $43.14 | $53.92 | $64.71 | $89,731 | $112,154 | $134,597 |
| 171 | Exempt | Management Analyst | 585M | $44.50 | $55.62 | $66.75 | $92,560 | $115,690 | $138,840 |
| 79 | Exempt | Manager Accounting | 235D | $60.86 | $76.07 | $91.29 | $126,589 | $158,226 | $189,883 |
| 2007 | Exempt | Manager Airport | 210D | $69.86 | $87.32 | $104.79 | $145,309 | $181,626 | $217,963 |
| 2023 | Exempt | Manager Budget | 360M | $64.58 | $80.72 | $96.87 | $134,326 | $167,898 | $201,490 |
| 38 | Exempt | Manager Communications | 525M | $49.35 | $61.68 | $74.02 | $102,648 | $128,294 | $153,962 |
| 154 | Exempt | Manager Community Services | 630M | $45.88 | $57.34 | $68.81 | $95,430 | $119,267 | $143,125 |
| 169 | Exempt | Manager Community Services Sr Program | 585M | $49.28 | $61.60 | $73.92 | $102,502 | $128,128 | $153,754 |
| 1013 | Exempt | Manager Development Center | 495M | $55.69 | $69.61 | $83.54 | $115,835 | $144,789 | $173,763 |
| 63 | Exempt | Manager Economic Development | 220D | $64.31 | $80.38 | $96.46 | $133,765 | $167,190 | $200,637 |
| 44 | Exempt | Manager Employee Benefits | 450M | $55.02 | $68.77 | $82.53 | $114,442 | $143,042 | $171,662 |
| 45 | Exempt | Manager Employee Relations & Training | 235D | $60.86 | $76.07 | $91.29 | $126,589 | $158,226 | $189,883 |
| 93 | Exempt | Manager Environmental Control Program | 419M | $59.86 | $74.82 | $89.79 | $124,509 | $155,626 | $186,763 |
| 1116 | Exempt | Manager Facilities | 445M | $52.81 | $66.01 | $79.22 | $109,845 | $137,301 | $164,778 |
| 2030 | Exempt | Manager Finance | 223D | $63.88 | $79.84 | $95.81 | $132,870 | $166,067 | $199,285 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 12/31/2022 (Market and Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 127 | Exempt | Manager Fleet | 255D | $53.35 | $66.68 | $80.02 | $110,968 | $138,694 | $166,442 |
| 2018 | Exempt | Manager Human Services | 540M | $51.74 | $64.67 | $77.61 | $107,619 | $134,514 | $161,429 |
| 32 | Exempt | Manager Information Technology | 230D | $62.22 | $77.77 | $93.33 | $129,418 | $161,762 | $194,126 |
| 2006 | Exempt | Manager Information Technology Security | 230D | $58.84 | $73.55 | $88.26 | $122,387 | $152,984 | $183,581 |
| 158 | Exempt | Manager Laboratory Services | 495M | $50.27 | $62.83 | $75.40 | $104,562 | $130,686 | $156,832 |
| 78 | Exempt | Manager Library Services | 565M | $48.66 | $60.82 | $72.99 | $101,213 | $126,506 | $151,819 |
| 92 | Exempt | Manager Maintenance Operations | 469M | $49.24 | $61.55 | $73.86 | $102,419 | $128,024 | $153,629 |
| 26 | Exempt | Manager Transportation Planning | 345M | $64.68 | $80.84 | $97.01 | $134,534 | $168,147 | $201,781 |
| 51 | Exempt | Manager Planning | 415M | $59.10 | $73.87 | $88.65 | $122,928 | $153,650 | $184,392 |
| 103 | Exempt | Manager Real Property | 235D | $57.56 | $71.94 | $86.33 | $119,725 | $149,635 | $179,566 |
| 2011 | Exempt | Manager Revenue Collections | 250D | $54.09 | $67.61 | $81.14 | $112,507 | $140,629 | $168,771 |
| 160 | Exempt | Manager Solid Waste | 330M | $58.22 | $72.77 | $87.33 | $121,098 | $151,362 | $181,646 |
| 57 | Exempt | Manager Treasury, Debt & Investments | 235D | $59.35 | $74.18 | $89.02 | $123,448 | $154,294 | $185,162 |
| 86 | Exempt | Manager Urban Forestry | 436M | $54.87 | $68.58 | $82.30 | $114,130 | $142,646 | $171,184 |
| 178 | Exempt | Manager Water Quality Control Plant | 205D | $71.70 | $89.62 | $107.55 | $149,136 | $186,410 | $223,704 |
| 39 | Exempt | Manager Watershed Protection | 330M | $64.51 | $80.63 | $96.76 | $134,181 | $167,710 | $201,261 |
| 1008 | Exempt | Office of Emergency Services Coordinator | 525M | $47.86 | $59.82 | $71.79 | $99,549 | $124,426 | $149,323 |
| 2024 | Exempt | Performance Auditor I | 750P | $32.40 | $40.50 | $48.60 | $67,392 | $84,240 | $101,088 |
| 100 | Exempt | Performance Auditor II | 585M | $44.50 | $55.62 | $66.75 | $92,560 | $115,690 | $138,840 |
| 148 | Exempt | Police Chief | 15E | $108.51 | $135.63 | $162.76 | $225,701 | $282,110 | $338,541 |
| 2021 | Exempt | Chief Assistant City Attorney | 101A | $95.65 | $119.56 | $143.48 | $198,952 | $248,685 | $298,438 |
| 2016 | Exempt | Principal Business Analyst | 310M | $61.32 | $76.64 | $91.97 | $127,546 | $159,411 | $191,298 |
| 2029 | Exempt | Principal Planner | 469M | $49.64 | $62.04 | $74.45 | $103,251 | $129,043 | $154,856 |
| 2003 | Exempt | Principal Management Analyst | 360M | $61.08 | $76.34 | $91.61 | $127,046 | $158,787 | $190,549 |
| 2009 | Exempt | Project Manager | 570M | $50.32 | $62.90 | $75.48 | $104,666 | $130,832 | $156,998 |
| 2012 | Exempt | Public Safety Communications Manager | 495M | $50.27 | $62.83 | $75.40 | $104,562 | $130,686 | $156,832 |
| 166 | Exempt | Public Safety Program Manager | 585M | $44.50 | $55.62 | $66.75 | $92,560 | $115,690 | $138,840 |
| 117 | Exempt | Senior Accountant | 525M | $53.78 | $67.22 | $80.67 | $111,862 | $139,818 | $167,794 |
| 2013 | Exempt | Senior Business Analyst - M | 420M | $53.39 | $66.73 | $80.08 | $111,051 | $138,798 | $166,566 |
| 187 | Exempt | Senior Engineer | 300M | $68.72 | $85.89 | $103.07 | $142,938 | $178,651 | $214,386 |
| 106 | Exempt | Senior Executive Assistant | 450M | $52.04 | $65.04 | $78.05 | $108,243 | $135,283 | $162,344 |
| 157 | Exempt | Senior Human Resources Administrator | 545M | $46.84 | $58.54 | $70.25 | $97,427 | $121,763 | $146,120 |
| 14 | Exempt | Senior Management Analyst | 465M | $52.00 | $64.99 | $77.99 | $108,160 | $135,179 | $162,219 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 12/31/2022 (Market and Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 130 | Exempt | Senior Performance Auditor | 510M | $49.05 | $61.31 | $73.58 | $102,024 | $127,525 | $153,046 |
| 53 | Exempt | Senior Project Manager | 300M | $68.72 | $85.89 | $103.07 | $142,938 | $178,651 | $214,386 |
| 33 | Exempt | Senior Technologist | 420M | $53.39 | $66.73 | $80.08 | $111,051 | $138,798 | $166,566 |
| 155 | Exempt | Superintendent Animal Services | 540M | $46.72 | $58.39 | $70.07 | $97,178 | $121,451 | $145,746 |
| 83 | Exempt | Superintendent Community Services | 480M | $55.78 | $69.72 | $83.67 | $116,022 | $145,018 | $174,034 |
| 1117 | Exempt | Superintendent Recreation | 480M | $55.78 | $69.72 | $83.67 | $116,022 | $145,018 | $174,034 |
| 2022 | Exempt | Supervising Librarian | 675M | $40.81 | $51.01 | $61.22 | $84,885 | $106,101 | $127,338 |
| 161 | Exempt | Supervisor Facilities Management | 600M | $43.51 | $54.38 | $65.26 | $90,501 | $113,110 | $135,741 |
| 113 | Exempt | Supervisor Inspection and Surveying | 540M | $46.72 | $58.39 | $70.07 | $97,178 | $121,451 | $145,746 |
| 146 | Exempt | Supervisor Warehouse | 660M | $39.36 | $49.20 | $59.04 | $81,869 | $102,336 | $122,803 |
| 181 | Exempt | Supervisor Water Quality Control Operations | 525M | $47.86 | $59.82 | $71.79 | $99,549 | $124,426 | $149,323 |
| 2027 | Exempt | Utilities Chief Operating Officer | 60E | $80.20 | $100.25 | $120.30 | $166,816 | $208,520 | $250,224 |
| **Confidential Classifications** | | | | | | | | | |
| 905 | Non-Exempt | Human Resources Technician | 830C | $28.70 | $35.87 | $43.05 | $59,696 | $74,610 | $89,544 |
| 903 | Non-Exempt | Legal Secretary-Confidential | 820C | $29.41 | $36.76 | $44.12 | $61,173 | $76,461 | $91,770 |
| 67 | Exempt | Secretary to City Attorney | 800C | $34.86 | $43.57 | $52.29 | $72,509 | $90,626 | $108,763 |
| 1004 | Non-Exempt | Senior Legal Secretary - Confidential | 810C | $32.40 | $40.50 | $48.60 | $67,392 | $84,240 | $101,088 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 07/01/2023 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 190 | Non-Exempt | Accountant | 690P | $42.15 | $52.68 | $63.22 | $87,672 | $109,574 | $131,498 |
| 76 | Exempt | Administrative Assistant | 750P | $33.70 | $42.12 | $50.55 | $70,096 | $87,610 | $105,144 |
| 115 | Exempt | Assistant Chief Building Official | 405M | $61.18 | $76.47 | $91.77 | $127,254 | $159,058 | $190,882 |
| 132 | Exempt | Assistant Chief of Police | 100A | $100.25 | $125.31 | $150.38 | $208,520 | $260,645 | $312,790 |
| 108 | Exempt | Assistant City Attorney | 165A | $76.94 | $96.17 | $115.41 | $160,035 | $200,034 | $240,053 |
| 109 | Exempt | Assistant City Clerk | 630M | $46.58 | $58.22 | $69.87 | $96,886 | $121,098 | $145,330 |
| 107 | Exempt | Assistant City Manager | 20E | $100.00 | $124.99 | $149.99 | $208,000 | $259,979 | $311,979 |
| 73 | Exempt | Assistant Director Administrative Services | 120A | $82.99 | $103.73 | $124.48 | $172,619 | $215,758 | $258,918 |
| 126 | Exempt | Assistant Director Community Services | 150A | $79.46 | $99.32 | $119.19 | $165,277 | $206,586 | $247,915 |
| 1007 | Exempt | Assistant Director Human Resources | 155A | $76.84 | $96.04 | $115.25 | $159,827 | $199,763 | $239,720 |
| 2001 | Exempt | Assistant Director Library Services | 160A | $71.75 | $89.68 | $107.62 | $149,240 | $186,534 | $223,850 |
| 10 | Exempt | Assistant Director Planning & Community Environment | 130A | $80.81 | $101.01 | $121.22 | $168,085 | $210,101 | $252,138 |
| 143 | Exempt | Assistant Director Public Works | 140A | $79.88 | $99.84 | $119.81 | $166,150 | $207,667 | $249,205 |
| 168 | Exempt | Assistant Fleet Manager | 585M | $46.28 | $57.85 | $69.42 | $96,262 | $120,328 | $144,394 |
| 102 | Exempt | Assistant Manager WQCP | 240D | $66.07 | $82.58 | $99.10 | $137,426 | $171,766 | $206,128 |
| 30 | Exempt | Assistant to the City Manager | 390M | $64.79 | $80.98 | $97.18 | $134,763 | $168,438 | $202,134 |
| 118 | Exempt | Chief Building Official | 290M | $78.36 | $97.95 | $117.54 | $162,989 | $203,736 | $244,483 |
| 2008 | Exempt | Chief Communications Officer | 135A | $76.41 | $95.51 | $114.62 | $158,933 | $198,661 | $238,410 |
| 112 | Exempt | Chief Planning Official | 220D | $70.08 | $87.60 | $105.12 | $145,766 | $182,208 | $218,650 |
| 95 | Exempt | Chief Procurement Officer | 235D | $59.86 | $74.82 | $89.79 | $124,509 | $155,626 | $186,763 |
| 82 | Exempt | Chief Transportation Official | 140A | $75.94 | $94.92 | $113.91 | $157,955 | $197,434 | $236,933 |
| 96 | Exempt | Claims Investigator | 660P | $40.94 | $51.17 | $61.41 | $85,155 | $106,434 | $127,733 |
| 24 | Exempt | Communication Specialist | 615M | $44.30 | $55.37 | $66.45 | $92,144 | $115,170 | $138,216 |
| 89 | Exempt | Contracts Administrator | 585P | $52.00 | $65.00 | $78.00 | $108,160 | $135,200 | $162,240 |
| 186 | Non-Exempt | Coordinator Library Circulation | 675M | $42.29 | $52.86 | $63.44 | $87,963 | $109,949 | $131,955 |
| 191 | Exempt | Deputy Chief/Fire Marshall | 125A | $82.94 | $103.67 | $124.41 | $172,515 | $215,634 | $258,773 |
| 11 | Exempt | Deputy City Attorney | 375M | $60.35 | $75.43 | $90.52 | $125,528 | $156,894 | $188,282 |
| 71 | Exempt | Deputy City Clerk | 720M | $36.49 | $45.61 | $54.74 | $75,899 | $94,869 | $113,859 |
| 55 | Exempt | Deputy City Manager | 115A | $79.33 | $99.16 | $119.00 | $165,006 | $206,253 | $247,520 |
| 195 | Exempt | Deputy Director Technical Services Division | 200D | $74.84 | $93.55 | $112.26 | $155,667 | $194,584 | $233,501 |
| 20 | Exempt | Deputy Fire Chief | 110A | $86.40 | $107.99 | $129.59 | $179,712 | $224,619 | $269,547 |
| 81 | Exempt | Director Administrative Services/Chief Financial Officer | 50E | $96.60 | $120.74 | $144.89 | $200,928 | $251,139 | $301,371 |
| 72 | Exempt | Director Community Services | 45E | $91.85 | $114.81 | $137.78 | $191,048 | $238,805 | $286,582 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 07/01/2023 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 1012 | Exempt | Director Development Services | 145A | $80.69 | $100.86 | $121.04 | $167,835 | $209,789 | $251,763 |
| 133 | Exempt | Director Human Resources/Chief People Officer | 55E | $92.09 | $115.11 | $138.14 | $191,547 | $239,429 | $287,331 |
| 128 | Exempt | Director Information Technology/Chief Information Officer | 25E | $100.58 | $125.72 | $150.87 | $209,206 | $261,498 | $313,810 |
| 131 | Exempt | Director Libraries | 60E | $86.00 | $107.50 | $129.00 | $178,880 | $223,600 | $268,320 |
| 2028 | Exempt | Director of Emergency Medical Services | 215D | $72.42 | $90.52 | $108.63 | $150,634 | $188,282 | $225,950 |
| 2005 | Exempt | Director Office of Emergency Services | 215D | $67.58 | $84.47 | $101.37 | $140,566 | $175,698 | $210,850 |
| 49 | Exempt | Director Office of Management and Budget | 120A | $82.99 | $103.73 | $124.48 | $172,619 | $215,758 | $258,918 |
| 134 | Exempt | Director Planning & Community Environment | 40E | $96.84 | $121.05 | $145.26 | $201,427 | $251,784 | $302,141 |
| 135 | Exempt | Director Public Works/City Engineer | 30E | $98.08 | $122.60 | $147.12 | $204,006 | $255,008 | $306,010 |
| 121 | Exempt | Director Utilities | 10E | $115.75 | $144.68 | $173.62 | $240,760 | $300,934 | $361,130 |
| 2002 | Exempt | Division Head Library Services | 260D | $62.69 | $78.36 | $94.04 | $130,395 | $162,989 | $195,603 |
| 172 | Exempt | Division Manager Open Space, Parks & Golf | 245D | $65.17 | $81.46 | $97.76 | $135,554 | $169,437 | $203,341 |
| 2031 | Exempt | Division Manager Planning | 220D | $70.08 | $87.60 | $105.12 | $145,766 | $182,208 | $218,650 |
| 1005 | Exempt | Executive Assistant to the City Manager | 705M | $38.06 | $47.57 | $57.09 | $79,165 | $98,946 | $118,747 |
| 139 | Exempt | Fire Chief | 35E | $99.37 | $124.21 | $149.06 | $206,690 | $258,357 | $310,045 |
| 163 | Exempt | Hearing Officer | 480M | $53.57 | $66.96 | $80.36 | $111,426 | $139,277 | $167,149 |
| 101 | Exempt | Human Resources Representative | 735P | $35.61 | $44.51 | $53.42 | $74,069 | $92,581 | $111,114 |
| 90 | Exempt | Landscape Architect Park Planner | 510M | $51.02 | $63.77 | $76.53 | $106,122 | $132,642 | $159,182 |
| 2015 | Exempt | Legal Fellow | 755P | $44.87 | $56.08 | $67.30 | $93,330 | $116,646 | $139,984 |
| 171 | Exempt | Management Analyst | 585M | $46.28 | $57.85 | $69.42 | $96,262 | $120,328 | $144,394 |
| 79 | Exempt | Manager Accounting | 235D | $63.30 | $79.12 | $94.95 | $131,664 | $164,570 | $197,496 |
| 2007 | Exempt | Manager Airport | 210D | $72.66 | $90.82 | $108.99 | $151,133 | $188,906 | $226,699 |
| 2023 | Exempt | Manager Budget | 360M | $67.16 | $83.95 | $100.74 | $139,693 | $174,616 | $209,539 |
| 38 | Exempt | Manager Communications | 525M | $51.32 | $64.15 | $76.98 | $106,746 | $133,432 | $160,118 |
| 154 | Exempt | Manager Community Services | 630M | $47.72 | $59.64 | $71.57 | $99,258 | $124,051 | $148,866 |
| 169 | Exempt | Manager Community Services Sr Program | 585M | $51.26 | $64.07 | $76.89 | $106,621 | $133,266 | $159,931 |
| 1013 | Exempt | Manager Development Center | 495M | $57.92 | $72.40 | $86.88 | $120,474 | $150,592 | $180,710 |
| 63 | Exempt | Manager Economic Development | 220D | $66.88 | $83.60 | $100.32 | $139,110 | $173,888 | $208,666 |
| 44 | Exempt | Manager Employee Benefits | 450M | $57.23 | $71.53 | $85.84 | $119,038 | $148,782 | $178,547 |
| 45 | Exempt | Manager Employee Relations & Training | 235D | $63.30 | $79.12 | $94.95 | $131,664 | $164,570 | $197,496 |
| 93 | Exempt | Manager Environmental Control Program | 419M | $62.26 | $77.82 | $93.39 | $129,501 | $161,866 | $194,251 |
| 1116 | Exempt | Manager Facilities | 445M | $54.93 | $68.66 | $82.40 | $114,254 | $142,813 | $171,392 |
| 2030 | Exempt | Manager Finance | 223D | $66.44 | $83.04 | $99.65 | $138,195 | $172,723 | $207,272 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 07/01/2023 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 127 | Exempt | Manager Fleet | 255D | $55.48 | $69.35 | $83.22 | $115,398 | $144,248 | $173,098 |
| 2018 | Exempt | Manager Human Services | 540M | $53.81 | $67.26 | $80.72 | $111,925 | $139,901 | $167,898 |
| 32 | Exempt | Manager Information Technology | 230D | $64.72 | $80.89 | $97.07 | $134,618 | $168,251 | $201,906 |
| 2006 | Exempt | Manager Information Technology Security | 230D | $61.20 | $76.50 | $91.80 | $127,296 | $159,120 | $190,944 |
| 158 | Exempt | Manager Laboratory Services | 495M | $52.28 | $65.35 | $78.42 | $108,742 | $135,928 | $163,114 |
| 78 | Exempt | Manager Library Services | 565M | $50.61 | $63.26 | $75.92 | $105,269 | $131,581 | $157,914 |
| 92 | Exempt | Manager Maintenance Operations | 469M | $51.22 | $64.02 | $76.83 | $106,538 | $133,162 | $159,806 |
| 26 | Exempt | Manager Transportation Planning | 345M | $67.27 | $84.08 | $100.90 | $139,922 | $174,886 | $209,872 |
| 51 | Exempt | Manager Planning | 415M | $61.47 | $76.83 | $92.20 | $127,858 | $159,806 | $191,776 |
| 103 | Exempt | Manager Real Property | 235D | $59.86 | $74.82 | $89.79 | $124,509 | $155,626 | $186,763 |
| 2011 | Exempt | Manager Revenue Collections | 250D | $56.26 | $70.32 | $84.39 | $117,021 | $146,266 | $175,531 |
| 160 | Exempt | Manager Solid Waste | 330M | $60.56 | $75.69 | $90.83 | $125,965 | $157,435 | $188,926 |
| 57 | Exempt | Manager Treasury, Debt & Investments | 235D | $61.72 | $77.15 | $92.58 | $128,378 | $160,472 | $192,566 |
| 86 | Exempt | Manager Urban Forestry | 436M | $57.07 | $71.33 | $85.60 | $118,706 | $148,366 | $178,048 |
| 178 | Exempt | Manager Water Quality Control Plant | 205D | $74.57 | $93.21 | $111.86 | $155,106 | $193,877 | $232,669 |
| 39 | Exempt | Manager Watershed Protection | 330M | $67.09 | $83.86 | $100.64 | $139,547 | $174,429 | $209,331 |
| 1008 | Exempt | Office of Emergency Services Coordinator | 525M | $49.78 | $62.22 | $74.67 | $103,542 | $129,418 | $155,314 |
| 2024 | Exempt | Performance Auditor I | 750P | $33.70 | $42.12 | $50.55 | $70,096 | $87,610 | $105,144 |
| 100 | Exempt | Performance Auditor II | 585M | $46.28 | $57.85 | $69.42 | $96,262 | $120,328 | $144,394 |
| 148 | Exempt | Police Chief | 15E | $112.85 | $141.06 | $169.28 | $234,728 | $293,405 | $352,102 |
| 2021 | Exempt | Chief Assistant City Attorney | 101A | $99.48 | $124.35 | $149.22 | $206,918 | $258,648 | $310,378 |
| 2016 | Exempt | Principal Business Analyst | 310M | $63.77 | $79.71 | $95.66 | $132,642 | $165,797 | $198,973 |
| 2029 | Exempt | Principal Planner | 469M | $51.63 | $64.53 | $77.44 | $107,390 | $134,222 | $161,075 |
| 2003 | Exempt | Principal Management Analyst | 360M | $63.52 | $79.40 | $95.28 | $132,122 | $165,152 | $198,182 |
| 2009 | Exempt | Project Manager | 570M | $52.34 | $65.42 | $78.51 | $108,867 | $136,074 | $163,301 |
| 2012 | Exempt | Public Safety Communications Manager | 495M | $52.28 | $65.35 | $78.42 | $108,742 | $135,928 | $163,114 |
| 166 | Exempt | Public Safety Program Manager | 585M | $46.28 | $57.85 | $69.42 | $96,262 | $120,328 | $144,394 |
| 117 | Exempt | Senior Accountant | 525M | $55.93 | $69.91 | $83.90 | $116,334 | $145,413 | $174,512 |
| 2013 | Exempt | Senior Business Analyst - M | 420M | $55.52 | $69.40 | $83.28 | $115,482 | $144,352 | $173,222 |
| 187 | Exempt | Senior Engineer | 300M | $71.47 | $89.33 | $107.20 | $148,658 | $185,806 | $222,976 |
| 106 | Exempt | Senior Executive Assistant | 450M | $54.12 | $67.65 | $81.18 | $112,570 | $140,712 | $168,854 |
| 157 | Exempt | Senior Human Resources Administrator | 545M | $48.72 | $60.89 | $73.07 | $101,338 | $126,651 | $151,986 |
| 14 | Exempt | Senior Management Analyst | 465M | $54.08 | $67.59 | $81.11 | $112,486 | $140,587 | $168,709 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective 07/01/2023 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 130 | Exempt | Senior Performance Auditor | 510M | $51.02 | $63.77 | $76.53 | $106,122 | $132,642 | $159,182 |
| 53 | Exempt | Senior Project Manager | 300M | $71.47 | $89.33 | $107.20 | $148,658 | $185,806 | $222,976 |
| 33 | Exempt | Senior Technologist | 420M | $55.52 | $69.40 | $83.28 | $115,482 | $144,352 | $173,222 |
| 155 | Exempt | Superintendent Animal Services | 540M | $48.59 | $60.73 | $72.88 | $101,067 | $126,318 | $151,590 |
| 83 | Exempt | Superintendent Community Services | 480M | $58.01 | $72.51 | $87.02 | $120,661 | $150,821 | $181,002 |
| 1117 | Exempt | Superintendent Recreation | 480M | $58.01 | $72.51 | $87.02 | $120,661 | $150,821 | $181,002 |
| 2022 | Exempt | Supervising Librarian | 675M | $42.45 | $53.06 | $63.68 | $88,296 | $110,365 | $132,454 |
| 161 | Exempt | Supervisor Facilities Management | 600M | $45.25 | $56.56 | $67.88 | $94,120 | $117,645 | $141,190 |
| 113 | Exempt | Supervisor Inspection and Surveying | 540M | $48.59 | $60.73 | $72.88 | $101,067 | $126,318 | $151,590 |
| 146 | Exempt | Supervisor Warehouse | 660M | $40.94 | $51.17 | $61.41 | $85,155 | $106,434 | $127,733 |
| 181 | Exempt | Supervisor Water Quality Control Operations | 525M | $49.78 | $62.22 | $74.67 | $103,542 | $129,418 | $155,314 |
| 2027 | Exempt | Utilities Chief Operating Officer | 60E | $83.41 | $104.26 | $125.12 | $173,493 | $216,861 | $260,250 |
| **Confidential Classifications** | | | | | | | | | |
| 905 | Non-Exempt | Human Resources Technician | 830C | $29.85 | $37.31 | $44.78 | $62,088 | $77,605 | $93,142 |
| 903 | Non-Exempt | Legal Secretary-Confidential | 820C | $30.60 | $38.24 | $45.89 | $63,648 | $79,539 | $95,451 |
| 67 | Exempt | Secretary to City Attorney | 800C | $36.26 | $45.32 | $54.39 | $75,421 | $94,266 | $113,131 |
| 1004 | Non-Exempt | Senior Legal Secretary - Confidential | 810C | $33.70 | $42.12 | $50.55 | $70,096 | $87,610 | $105,144 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective pay period inclusive of 01/01/2024 (Annual $100 Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 190 | Non-Exempt | Accountant | 690P | $42.61 | $53.26 | $63.92 | $88,629 | $110,781 | $132,954 |
| 76 | Exempt | Administrative Assistant | 750P | $34.16 | $42.70 | $51.24 | $71,053 | $88,816 | $106,579 |
| 115 | Exempt | Assistant Chief Building Official | 405M | $61.64 | $77.05 | $92.46 | $128,211 | $160,264 | $192,317 |
| 132 | Exempt | Assistant Chief of Police | 100A | $100.72 | $125.89 | $151.07 | $209,498 | $261,851 | $314,226 |
| 108 | Exempt | Assistant City Attorney | 165A | $77.40 | $96.75 | $116.10 | $160,992 | $201,240 | $241,488 |
| 109 | Exempt | Assistant City Clerk | 630M | $47.04 | $58.80 | $70.56 | $97,843 | $122,304 | $146,765 |
| 107 | Exempt | Assistant City Manager | 20E | $100.46 | $125.57 | $150.69 | $208,957 | $261,186 | $313,435 |
| 73 | Exempt | Assistant Director Administrative Services | 120A | $83.45 | $104.31 | $125.18 | $173,576 | $216,965 | $260,374 |
| 126 | Exempt | Assistant Director Community Services | 150A | $79.92 | $99.90 | $119.88 | $166,234 | $207,792 | $249,350 |
| 1007 | Exempt | Assistant Director Human Resources | 155A | $77.30 | $96.62 | $115.95 | $160,784 | $200,970 | $241,176 |
| 2001 | Exempt | Assistant Director Library Services | 160A | $72.21 | $90.26 | $108.32 | $150,197 | $187,741 | $225,306 |
| 10 | Exempt | Assistant Director Planning & Community Environment | 130A | $81.28 | $101.59 | $121.91 | $169,062 | $211,307 | $253,573 |
| 143 | Exempt | Assistant Director Public Works | 140A | $80.34 | $100.42 | $120.51 | $167,107 | $208,874 | $250,661 |
| 168 | Exempt | Assistant Fleet Manager | 585M | $46.75 | $58.43 | $70.12 | $97,240 | $121,534 | $145,850 |
| 102 | Exempt | Assistant Manager WQCP | 240D | $66.53 | $83.16 | $99.80 | $138,382 | $172,973 | $207,584 |
| 30 | Exempt | Assistant to the City Manager | 390M | $65.25 | $81.56 | $97.88 | $135,720 | $169,645 | $203,590 |
| 118 | Exempt | Chief Building Official | 290M | $78.83 | $98.53 | $118.24 | $163,966 | $204,942 | $245,939 |
| 2008 | Exempt | Chief Communications Officer | 135A | $76.88 | $96.09 | $115.31 | $159,910 | $199,867 | $239,845 |
| 112 | Exempt | Chief Planning Official | 220D | $70.55 | $88.18 | $105.82 | $146,744 | $183,414 | $220,106 |
| 95 | Exempt | Chief Procurement Officer | 235D | $60.32 | $75.40 | $90.48 | $125,466 | $156,832 | $188,198 |
| 82 | Exempt | Chief Transportation Official | 140A | $76.40 | $95.50 | $114.60 | $158,912 | $198,640 | $238,368 |
| 96 | Exempt | Claims Investigator | 660P | $41.40 | $51.75 | $62.10 | $86,112 | $107,640 | $129,168 |
| 24 | Exempt | Communication Specialist | 615M | $44.76 | $55.95 | $67.14 | $93,101 | $116,376 | $139,651 |
| 89 | Exempt | Contracts Administrator | 585P | $52.47 | $65.58 | $78.70 | $109,138 | $136,406 | $163,696 |
| 186 | Non-Exempt | Coordinator Library Circulation | 675M | $42.76 | $53.44 | $64.13 | $88,941 | $111,155 | $133,390 |
| 191 | Exempt | Deputy Chief/Fire Marshall | 125A | $83.40 | $104.25 | $125.10 | $173,472 | $216,840 | $260,208 |
| 11 | Exempt | Deputy City Attorney | 375M | $60.81 | $76.01 | $91.22 | $126,485 | $158,101 | $189,738 |
| 71 | Exempt | Deputy City Clerk | 720M | $36.96 | $46.19 | $55.43 | $76,877 | $96,075 | $115,294 |
| 55 | Exempt | Deputy City Manager | 115A | $79.80 | $99.74 | $119.69 | $165,984 | $207,459 | $248,955 |
| 195 | Exempt | Deputy Director Technical Services Division | 200D | $75.31 | $94.13 | $112.96 | $156,645 | $195,790 | $234,957 |
| 20 | Exempt | Deputy Fire Chief | 110A | $86.86 | $108.57 | $130.29 | $180,669 | $225,826 | $271,003 |
| 81 | Exempt | Director Administrative Services/Chief Financial Officer | 50E | $97.06 | $121.32 | $145.59 | $201,885 | $252,346 | $302,827 |
| 72 | Exempt | Director Community Services | 45E | $92.32 | $115.39 | $138.47 | $192,026 | $240,011 | $288,018 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective pay period inclusive of 01/01/2024 (Annual $100 Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 1012 | Exempt | Director Development Services | 145A | $81.16 | $101.44 | $121.73 | $168,813 | $210,995 | $253,198 |
| 133 | Exempt | Director Human Resources/Chief People Officer | 55E | $92.56 | $115.69 | $138.83 | $192,525 | $240,635 | $288,766 |
| 128 | Exempt | Director Information Technology/Chief Information Officer | 25E | $101.04 | $126.30 | $151.56 | $210,163 | $262,704 | $315,245 |
| 131 | Exempt | Director Libraries | 60E | $86.47 | $108.08 | $129.70 | $179,858 | $224,806 | $269,776 |
| 2028 | Exempt | Director of Emergency Medical Services | 215D | $72.88 | $91.10 | $109.32 | $151,590 | $189,488 | $227,386 |
| 2005 | Exempt | Director Office of Emergency Services | 215D | $68.04 | $85.05 | $102.06 | $141,523 | $176,904 | $212,285 |
| 49 | Exempt | Director Office of Management and Budget | 120A | $83.45 | $104.31 | $125.18 | $173,576 | $216,965 | $260,374 |
| 134 | Exempt | Director Planning & Community Environment | 40E | $97.31 | $121.63 | $145.96 | $202,405 | $252,990 | $303,597 |
| 135 | Exempt | Director Public Works/City Engineer | 30E | $98.55 | $123.18 | $147.82 | $204,984 | $256,214 | $307,466 |
| 121 | Exempt | Director Utilities | 10E | $116.21 | $145.26 | $174.32 | $241,717 | $302,141 | $362,586 |
| 2002 | Exempt | Division Head Library Services | 260D | $63.16 | $78.94 | $94.73 | $131,373 | $164,195 | $197,038 |
| 172 | Exempt | Division Manager Open Space, Parks & Golf | 245D | $65.64 | $82.04 | $98.45 | $136,531 | $170,643 | $204,776 |
| 2031 | Exempt | Division Manager Planning | 220D | $70.55 | $88.18 | $105.82 | $146,744 | $183,414 | $220,106 |
| 1005 | Exempt | Executive Assistant to the City Manager | 705M | $38.52 | $48.15 | $57.78 | $80,122 | $100,152 | $120,182 |
| 139 | Exempt | Fire Chief | 35E | $99.84 | $124.79 | $149.75 | $207,667 | $259,563 | $311,480 |
| 163 | Exempt | Hearing Officer | 480M | $54.04 | $67.54 | $81.05 | $112,403 | $140,483 | $168,584 |
| 101 | Exempt | Human Resources Representative | 735P | $36.08 | $45.09 | $54.11 | $75,046 | $93,787 | $112,549 |
| 90 | Exempt | Landscape Architect Park Planner | 510M | $51.48 | $64.35 | $77.22 | $107,078 | $133,848 | $160,618 |
| 2015 | Exempt | Legal Fellow | 755P | $45.33 | $56.66 | $68.00 | $94,286 | $117,853 | $141,440 |
| 171 | Exempt | Management Analyst | 585M | $46.75 | $58.43 | $70.12 | $97,240 | $121,534 | $145,850 |
| 79 | Exempt | Manager Accounting | 235D | $63.76 | $79.70 | $95.64 | $132,621 | $165,776 | $198,931 |
| 2007 | Exempt | Manager Airport | 210D | $73.12 | $91.40 | $109.68 | $152,090 | $190,112 | $228,134 |
| 2023 | Exempt | Manager Budget | 360M | $67.63 | $84.53 | $101.44 | $140,670 | $175,822 | $210,995 |
| 38 | Exempt | Manager Communications | 525M | $51.79 | $64.73 | $77.68 | $107,723 | $134,638 | $161,574 |
| 154 | Exempt | Manager Community Services | 630M | $48.18 | $60.22 | $72.27 | $100,214 | $125,258 | $150,322 |
| 169 | Exempt | Manager Community Services Sr Program | 585M | $51.72 | $64.65 | $77.58 | $107,578 | $134,472 | $161,366 |
| 1013 | Exempt | Manager Development Center | 495M | $58.39 | $72.98 | $87.58 | $121,451 | $151,798 | $182,166 |
| 63 | Exempt | Manager Economic Development | 220D | $67.35 | $84.18 | $101.02 | $140,088 | $175,094 | $210,122 |
| 44 | Exempt | Manager Employee Benefits | 450M | $57.69 | $72.11 | $86.54 | $119,995 | $149,989 | $180,003 |
| 45 | Exempt | Manager Employee Relations & Training | 235D | $63.76 | $79.70 | $95.64 | $132,621 | $165,776 | $198,931 |
| 93 | Exempt | Manager Environmental Control Program | 419M | $62.72 | $78.40 | $94.08 | $130,458 | $163,072 | $195,686 |
| 1116 | Exempt | Manager Facilities | 445M | $55.40 | $69.24 | $83.09 | $115,232 | $144,019 | $172,827 |
| 2030 | Exempt | Manager Finance | 223D | $66.90 | $83.62 | $100.35 | $139,152 | $173,930 | $208,728 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective pay period inclusive of 01/01/2024 (Annual $100 Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 127 | Exempt | Manager Fleet | 255D | $55.95 | $69.93 | $83.92 | $116,376 | $145,454 | $174,554 |
| 2018 | Exempt | Manager Human Services | 540M | $54.28 | $67.84 | $81.41 | $112,902 | $141,107 | $169,333 |
| 32 | Exempt | Manager Information Technology | 230D | $65.18 | $81.47 | $97.77 | $135,574 | $169,458 | $203,362 |
| 2006 | Exempt | Manager Information Technology Security | 230D | $61.67 | $77.08 | $92.50 | $128,274 | $160,326 | $192,400 |
| 158 | Exempt | Manager Laboratory Services | 495M | $52.75 | $65.93 | $79.12 | $109,720 | $137,134 | $164,570 |
| 78 | Exempt | Manager Library Services | 565M | $51.08 | $63.84 | $76.61 | $106,246 | $132,787 | $159,349 |
| 92 | Exempt | Manager Maintenance Operations | 469M | $51.68 | $64.60 | $77.52 | $107,494 | $134,368 | $161,242 |
| 26 | Exempt | Manager Transportation Planning | 345M | $67.73 | $84.66 | $101.60 | $140,878 | $176,093 | $211,328 |
| 51 | Exempt | Manager Planning | 415M | $61.93 | $77.41 | $92.90 | $128,814 | $161,013 | $193,232 |
| 103 | Exempt | Manager Real Property | 235D | $60.32 | $75.40 | $90.48 | $125,466 | $156,832 | $188,198 |
| 2011 | Exempt | Manager Revenue Collections | 250D | $56.72 | $70.90 | $85.08 | $117,978 | $147,472 | $176,966 |
| 160 | Exempt | Manager Solid Waste | 330M | $61.02 | $76.27 | $91.53 | $126,922 | $158,642 | $190,382 |
| 57 | Exempt | Manager Treasury, Debt & Investments | 235D | $62.19 | $77.73 | $93.28 | $129,355 | $161,678 | $194,022 |
| 86 | Exempt | Manager Urban Forestry | 436M | $57.53 | $71.91 | $86.30 | $119,662 | $149,573 | $179,504 |
| 178 | Exempt | Manager Water Quality Control Plant | 205D | $75.04 | $93.79 | $112.55 | $156,083 | $195,083 | $234,104 |
| 39 | Exempt | Manager Watershed Protection | 330M | $67.56 | $84.44 | $101.33 | $140,525 | $175,635 | $210,766 |
| 1008 | Exempt | Office of Emergency Services Coordinator | 525M | $50.24 | $62.80 | $75.36 | $104,499 | $130,624 | $156,749 |
| 2024 | Exempt | Performance Auditor I | 750P | $34.16 | $42.70 | $51.24 | $71,053 | $88,816 | $106,579 |
| 100 | Exempt | Performance Auditor II | 585M | $46.75 | $58.43 | $70.12 | $97,240 | $121,534 | $145,850 |
| 148 | Exempt | Police Chief | 15E | $113.32 | $141.64 | $169.97 | $235,706 | $294,611 | $353,538 |
| 2021 | Exempt | Chief Assistant City Attorney | 101A | $99.95 | $124.93 | $149.92 | $207,896 | $259,854 | $311,834 |
| 2016 | Exempt | Principal Business Analyst | 310M | $64.24 | $80.29 | $96.35 | $133,619 | $167,003 | $200,408 |
| 2029 | Exempt | Principal Planner | 469M | $52.09 | $65.11 | $78.14 | $108,347 | $135,429 | $162,531 |
| 2003 | Exempt | Principal Management Analyst | 360M | $63.99 | $79.98 | $95.98 | $133,099 | $166,358 | $199,638 |
| 2009 | Exempt | Project Manager | 570M | $52.80 | $66.00 | $79.20 | $109,824 | $137,280 | $164,736 |
| 2012 | Exempt | Public Safety Communications Manager | 495M | $52.75 | $65.93 | $79.12 | $109,720 | $137,134 | $164,570 |
| 166 | Exempt | Public Safety Program Manager | 585M | $46.75 | $58.43 | $70.12 | $97,240 | $121,534 | $145,850 |
| 117 | Exempt | Senior Accountant | 525M | $56.40 | $70.49 | $84.59 | $117,312 | $146,619 | $175,947 |
| 2013 | Exempt | Senior Business Analyst - M | 420M | $55.99 | $69.98 | $83.98 | $116,459 | $145,558 | $174,678 |
| 187 | Exempt | Senior Engineer | 300M | $71.93 | $89.91 | $107.90 | $149,614 | $187,013 | $224,432 |
| 106 | Exempt | Senior Executive Assistant | 450M | $54.59 | $68.23 | $81.88 | $113,547 | $141,918 | $170,310 |
| 157 | Exempt | Senior Human Resources Administrator | 545M | $49.18 | $61.47 | $73.77 | $102,294 | $127,858 | $153,442 |
| 14 | Exempt | Senior Management Analyst | 465M | $54.54 | $68.17 | $81.81 | $113,443 | $141,794 | $170,165 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective pay period inclusive of 01/01/2024 (Annual $100 Flexible Compensation)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 130 | Exempt | Senior Performance Auditor | 510M | $51.48 | $64.35 | $77.22 | $107,078 | $133,848 | $160,618 |
| 53 | Exempt | Senior Project Manager | 300M | $71.93 | $89.91 | $107.90 | $149,614 | $187,013 | $224,432 |
| 33 | Exempt | Senior Technologist | 420M | $55.99 | $69.98 | $83.98 | $116,459 | $145,558 | $174,678 |
| 155 | Exempt | Superintendent Animal Services | 540M | $49.05 | $61.31 | $73.58 | $102,024 | $127,525 | $153,046 |
| 83 | Exempt | Superintendent Community Services | 480M | $58.48 | $73.09 | $87.71 | $121,638 | $152,027 | $182,437 |
| 1117 | Exempt | Superintendent Recreation | 480M | $58.48 | $73.09 | $87.71 | $121,638 | $152,027 | $182,437 |
| 2022 | Exempt | Supervising Librarian | 675M | $42.92 | $53.64 | $64.37 | $89,274 | $111,571 | $133,890 |
| 161 | Exempt | Supervisor Facilities Management | 600M | $45.72 | $57.14 | $68.57 | $95,098 | $118,851 | $142,626 |
| 113 | Exempt | Supervisor Inspection and Surveying | 540M | $49.05 | $61.31 | $73.58 | $102,024 | $127,525 | $153,046 |
| 146 | Exempt | Supervisor Warehouse | 660M | $41.40 | $51.75 | $62.10 | $86,112 | $107,640 | $129,168 |
| 181 | Exempt | Supervisor Water Quality Control Operations | 525M | $50.24 | $62.80 | $75.36 | $104,499 | $130,624 | $156,749 |
| 2027 | Exempt | Utilities Chief Operating Officer | 60E | $83.88 | $104.84 | $125.81 | $174,470 | $218,067 | $261,685 |
| **Confidential Classifications** | | | | | | | | | |
| 905 | Non-Exempt | Human Resources Technician | 830C | $30.32 | $37.89 | $45.47 | $63,066 | $78,811 | $94,578 |
| 903 | Non-Exempt | Legal Secretary-Confidential | 820C | $31.06 | $38.82 | $46.59 | $64,605 | $80,746 | $96,907 |
| 67 | Exempt | Secretary to City Attorney | 800C | $36.72 | $45.90 | $55.08 | $76,378 | $95,472 | $114,566 |
| 1004 | Non-Exempt | Senior Legal Secretary - Confidential | 810C | $34.16 | $42.70 | $51.24 | $71,053 | $88,816 | $106,579 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective Pay period inclusive of 07/01/2024 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 190 | Non-Exempt | Accountant | 690P | $44.32 | $55.40 | $66.48 | $92,186 | $115,232 | $138,278 |
| 76 | Exempt | Administrative Assistant | 750P | $35.53 | $44.41 | $53.30 | $73,902 | $92,373 | $110,864 |
| 115 | Exempt | Assistant Chief Building Official | 405M | $64.12 | $80.14 | $96.17 | $133,370 | $166,691 | $200,034 |
| 132 | Exempt | Assistant Chief of Police | 100A | $104.75 | $130.93 | $157.12 | $217,880 | $272,334 | $326,810 |
| 108 | Exempt | Assistant City Attorney | 165A | $80.50 | $100.62 | $120.75 | $167,440 | $209,290 | $251,160 |
| 109 | Exempt | Assistant City Clerk | 630M | $48.93 | $61.16 | $73.40 | $101,774 | $127,213 | $152,672 |
| 107 | Exempt | Assistant City Manager | 20E | $104.48 | $130.60 | $156.72 | $217,318 | $271,648 | $325,978 |
| 73 | Exempt | Assistant Director Administrative Services | 120A | $86.80 | $108.49 | $130.19 | $180,544 | $225,659 | $270,795 |
| 126 | Exempt | Assistant Director Community Services | 150A | $83.12 | $103.90 | $124.68 | $172,890 | $216,112 | $259,334 |
| 1007 | Exempt | Assistant Director Human Resources | 155A | $80.40 | $100.49 | $120.59 | $167,232 | $209,019 | $250,827 |
| 2001 | Exempt | Assistant Director Library Services | 160A | $75.11 | $93.88 | $112.66 | $156,229 | $195,270 | $234,333 |
| 10 | Exempt | Assistant Director Planning & Community Environment | 130A | $84.53 | $105.66 | $126.80 | $175,822 | $219,773 | $263,744 |
| 143 | Exempt | Assistant Director Public Works | 140A | $83.56 | $104.44 | $125.33 | $173,805 | $217,235 | $260,686 |
| 168 | Exempt | Assistant Fleet Manager | 585M | $48.62 | $60.77 | $72.93 | $101,130 | $126,402 | $151,694 |
| 102 | Exempt | Assistant Manager WQCP | 240D | $69.20 | $86.49 | $103.79 | $143,936 | $179,899 | $215,883 |
| 30 | Exempt | Assistant to the City Manager | 390M | $67.87 | $84.83 | $101.80 | $141,170 | $176,446 | $211,744 |
| 118 | Exempt | Chief Building Official | 290M | $81.99 | $102.48 | $122.98 | $170,539 | $213,158 | $255,798 |
| 2008 | Exempt | Chief Communications Officer | 135A | $79.96 | $99.94 | $119.93 | $166,317 | $207,875 | $249,454 |
| 112 | Exempt | Chief Planning Official | 220D | $73.37 | $91.71 | $110.06 | $152,610 | $190,757 | $228,925 |
| 95 | Exempt | Chief Procurement Officer | 235D | $62.74 | $78.42 | $94.11 | $130,499 | $163,114 | $195,749 |
| 82 | Exempt | Chief Transportation Official | 140A | $79.46 | $99.32 | $119.19 | $165,277 | $206,586 | $247,915 |
| 96 | Exempt | Claims Investigator | 660P | $43.06 | $53.82 | $64.59 | $89,565 | $111,946 | $134,347 |
| 24 | Exempt | Communication Specialist | 615M | $46.56 | $58.19 | $69.83 | $96,845 | $121,035 | $145,246 |
| 89 | Exempt | Contracts Administrator | 585P | $54.57 | $68.21 | $81.86 | $113,506 | $141,877 | $170,269 |
| 186 | Non-Exempt | Coordinator Library Circulation | 675M | $44.47 | $55.58 | $66.70 | $92,498 | $115,606 | $138,736 |
| 191 | Exempt | Deputy Chief/Fire Marshall | 125A | $86.74 | $108.42 | $130.11 | $180,419 | $225,514 | $270,629 |
| 11 | Exempt | Deputy City Attorney | 375M | $63.25 | $79.06 | $94.88 | $131,560 | $164,445 | $197,350 |
| 71 | Exempt | Deputy City Clerk | 720M | $38.44 | $48.04 | $57.65 | $79,955 | $99,923 | $119,912 |
| 55 | Exempt | Deputy City Manager | 115A | $82.99 | $103.73 | $124.48 | $172,619 | $215,758 | $258,918 |
| 195 | Exempt | Deputy Director Technical Services Division | 200D | $78.32 | $97.90 | $117.48 | $162,906 | $203,632 | $244,358 |
| 20 | Exempt | Deputy Fire Chief | 110A | $90.34 | $112.92 | $135.51 | $187,907 | $234,874 | $281,861 |
| 81 | Exempt | Director Administrative Services/Chief Financial Officer | 50E | $100.95 | $126.18 | $151.42 | $209,976 | $262,454 | $314,954 |
| 72 | Exempt | Director Community Services | 45E | $96.01 | $120.01 | $144.02 | $199,701 | $249,621 | $299,562 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective Pay period inclusive of 07/01/2024 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 1012 | Exempt | Director Development Services | 145A | $84.40 | $105.50 | $126.60 | $175,552 | $219,440 | $263,328 |
| 133 | Exempt | Director Human Resources/Chief People Officer | 55E | $96.26 | $120.32 | $144.39 | $200,221 | $250,266 | $300,331 |
| 128 | Exempt | Director Information Technology/Chief Information Officer | 25E | $105.09 | $131.36 | $157.64 | $218,587 | $273,229 | $327,891 |
| 131 | Exempt | Director Libraries | 60E | $89.93 | $112.41 | $134.90 | $187,054 | $233,813 | $280,592 |
| 2028 | Exempt | Director of Emergency Medical Services | 215D | $75.80 | $94.75 | $113.70 | $157,664 | $197,080 | $236,496 |
| 2005 | Exempt | Director Office of Emergency Services | 215D | $70.77 | $88.46 | $106.16 | $147,202 | $183,997 | $220,813 |
| 49 | Exempt | Director Office of Management and Budget | 120A | $86.80 | $108.49 | $130.19 | $180,544 | $225,659 | $270,795 |
| 134 | Exempt | Director Planning & Community Environment | 40E | $101.20 | $126.50 | $151.80 | $210,496 | $263,120 | $315,744 |
| 135 | Exempt | Director Public Works/City Engineer | 30E | $102.49 | $128.11 | $153.74 | $213,179 | $266,469 | $319,779 |
| 121 | Exempt | Director Utilities | 10E | $120.87 | $151.08 | $181.30 | $251,410 | $314,246 | $377,104 |
| 2002 | Exempt | Division Head Library Services | 260D | $65.68 | $82.10 | $98.52 | $136,614 | $170,768 | $204,922 |
| 172 | Exempt | Division Manager Open Space, Parks & Golf | 245D | $68.27 | $85.33 | $102.40 | $142,002 | $177,486 | $212,992 |
| 2031 | Exempt | Division Manager Planning | 220D | $73.37 | $91.71 | $110.06 | $152,610 | $190,757 | $228,925 |
| 1005 | Exempt | Executive Assistant to the City Manager | 705M | $40.07 | $50.08 | $60.10 | $83,346 | $104,166 | $125,008 |
| 139 | Exempt | Fire Chief | 35E | $103.84 | $129.79 | $155.75 | $215,987 | $269,963 | $323,960 |
| 163 | Exempt | Hearing Officer | 480M | $56.20 | $70.25 | $84.30 | $116,896 | $146,120 | $175,344 |
| 101 | Exempt | Human Resources Representative | 735P | $37.52 | $46.90 | $56.28 | $78,042 | $97,552 | $117,062 |
| 90 | Exempt | Landscape Architect Park Planner | 510M | $53.55 | $66.93 | $80.32 | $111,384 | $139,214 | $167,066 |
| 2015 | Exempt | Legal Fellow | 755P | $47.15 | $58.93 | $70.72 | $98,072 | $122,574 | $147,098 |
| 171 | Exempt | Management Analyst | 585M | $48.62 | $60.77 | $72.93 | $101,130 | $126,402 | $151,694 |
| 79 | Exempt | Manager Accounting | 235D | $66.32 | $82.89 | $99.47 | $137,946 | $172,411 | $206,898 |
| 2007 | Exempt | Manager Airport | 210D | $76.05 | $95.06 | $114.08 | $158,184 | $197,725 | $237,286 |
| 2023 | Exempt | Manager Budget | 360M | $70.34 | $87.92 | $105.51 | $146,307 | $182,874 | $219,461 |
| 38 | Exempt | Manager Communications | 525M | $53.86 | $67.32 | $80.79 | $112,029 | $140,026 | $168,043 |
| 154 | Exempt | Manager Community Services | 630M | $50.11 | $62.63 | $75.16 | $104,229 | $130,270 | $156,333 |
| 169 | Exempt | Manager Community Services Sr Program | 585M | $53.80 | $67.24 | $80.69 | $111,904 | $139,859 | $167,835 |
| 1013 | Exempt | Manager Development Center | 495M | $60.72 | $75.90 | $91.08 | $126,298 | $157,872 | $189,446 |
| 63 | Exempt | Manager Economic Development | 220D | $70.04 | $87.55 | $105.06 | $145,683 | $182,104 | $218,525 |
| 44 | Exempt | Manager Employee Benefits | 450M | $60.00 | $75.00 | $90.00 | $124,800 | $156,000 | $187,200 |
| 45 | Exempt | Manager Employee Relations & Training | 235D | $66.32 | $82.89 | $99.47 | $137,946 | $172,411 | $206,898 |
| 93 | Exempt | Manager Environmental Control Program | 419M | $65.24 | $81.54 | $97.85 | $135,699 | $169,603 | $203,528 |
| 1116 | Exempt | Manager Facilities | 445M | $57.61 | $72.01 | $86.42 | $119,829 | $149,781 | $179,754 |
| 2030 | Exempt | Manager Finance | 223D | $69.58 | $86.97 | $104.37 | $144,726 | $180,898 | $217,090 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective Pay period inclusive of 07/01/2024 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 127 | Exempt | Manager Fleet | 255D | $58.19 | $72.73 | $87.28 | $121,035 | $151,278 | $181,542 |
| 2018 | Exempt | Manager Human Services | 540M | $56.45 | $70.56 | $84.68 | $117,416 | $146,765 | $176,134 |
| 32 | Exempt | Manager Information Technology | 230D | $67.79 | $84.73 | $101.68 | $141,003 | $176,238 | $211,494 |
| 2006 | Exempt | Manager Information Technology Security | 230D | $64.14 | $80.17 | $96.21 | $133,411 | $166,754 | $200,117 |
| 158 | Exempt | Manager Laboratory Services | 495M | $54.86 | $68.57 | $82.29 | $114,109 | $142,626 | $171,163 |
| 78 | Exempt | Manager Library Services | 565M | $53.12 | $66.40 | $79.68 | $110,490 | $138,112 | $165,734 |
| 92 | Exempt | Manager Maintenance Operations | 469M | $53.76 | $67.19 | $80.63 | $111,821 | $139,755 | $167,710 |
| 26 | Exempt | Manager Transportation Planning | 345M | $70.44 | $88.05 | $105.66 | $146,515 | $183,144 | $219,773 |
| 51 | Exempt | Manager Planning | 415M | $64.41 | $80.51 | $96.62 | $133,973 | $167,461 | $200,970 |
| 103 | Exempt | Manager Real Property | 235D | $62.74 | $78.42 | $94.11 | $130,499 | $163,114 | $195,749 |
| 2011 | Exempt | Manager Revenue Collections | 250D | $59.00 | $73.74 | $88.49 | $122,720 | $153,379 | $184,059 |
| 160 | Exempt | Manager Solid Waste | 330M | $63.47 | $79.33 | $95.20 | $132,018 | $165,006 | $198,016 |
| 57 | Exempt | Manager Treasury, Debt & Investments | 235D | $64.68 | $80.84 | $97.01 | $134,534 | $168,147 | $201,781 |
| 86 | Exempt | Manager Urban Forestry | 436M | $59.84 | $74.79 | $89.75 | $124,467 | $155,563 | $186,680 |
| 178 | Exempt | Manager Water Quality Control Plant | 205D | $78.04 | $97.55 | $117.06 | $162,323 | $202,904 | $243,485 |
| 39 | Exempt | Manager Watershed Protection | 330M | $70.26 | $87.82 | $105.39 | $146,141 | $182,666 | $219,211 |
| 1008 | Exempt | Office of Emergency Services Coordinator | 525M | $52.26 | $65.32 | $78.39 | $108,701 | $135,866 | $163,051 |
| 2024 | Exempt | Performance Auditor I | 750P | $35.53 | $44.41 | $53.30 | $73,902 | $92,373 | $110,864 |
| 100 | Exempt | Performance Auditor II | 585M | $48.62 | $60.77 | $72.93 | $101,130 | $126,402 | $151,694 |
| 148 | Exempt | Police Chief | 15E | $117.85 | $147.31 | $176.78 | $245,128 | $306,405 | $367,702 |
| 2021 | Exempt | Chief Assistant City Attorney | 101A | $103.95 | $129.93 | $155.92 | $216,216 | $270,254 | $324,314 |
| 2016 | Exempt | Principal Business Analyst | 310M | $66.81 | $83.51 | $100.22 | $138,965 | $173,701 | $208,458 |
| 2029 | Exempt | Principal Planner | 469M | $54.18 | $67.72 | $81.27 | $112,694 | $140,858 | $169,042 |
| 2003 | Exempt | Principal Management Analyst | 360M | $66.55 | $83.18 | $99.82 | $138,424 | $173,014 | $207,626 |
| 2009 | Exempt | Project Manager | 570M | $54.92 | $68.64 | $82.37 | $114,234 | $142,771 | $171,330 |
| 2012 | Exempt | Public Safety Communications Manager | 495M | $54.86 | $68.57 | $82.29 | $114,109 | $142,626 | $171,163 |
| 166 | Exempt | Public Safety Program Manager | 585M | $48.62 | $60.77 | $72.93 | $101,130 | $126,402 | $151,694 |
| 117 | Exempt | Senior Accountant | 525M | $58.65 | $73.31 | $87.98 | $121,992 | $152,485 | $182,998 |
| 2013 | Exempt | Senior Business Analyst - M | 420M | $58.23 | $72.78 | $87.34 | $121,118 | $151,382 | $181,667 |
| 187 | Exempt | Senior Engineer | 300M | $74.81 | $93.51 | $112.22 | $155,605 | $194,501 | $233,418 |
| 106 | Exempt | Senior Executive Assistant | 450M | $56.77 | $70.96 | $85.16 | $118,082 | $147,597 | $177,133 |
| 157 | Exempt | Senior Human Resources Administrator | 545M | $51.15 | $63.93 | $76.72 | $106,392 | $132,974 | $159,578 |
| 14 | Exempt | Senior Management Analyst | 465M | $56.72 | $70.90 | $85.08 | $117,978 | $147,472 | $176,966 |

**City of Palo Alto**
**Management, Professional and Confidential Salary Schedule**
**Effective Pay period inclusive of 07/01/2024 (4% Increase)**

| | | | | Hourly Rate | | | Annual Salary | | |
|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA Status | Classifications | Grade Codes | Min | Mid | Max | Min | Mid | Max |
| 130 | Exempt | Senior Performance Auditor | 510M | $53.55 | $66.93 | $80.32 | $111,384 | $139,214 | $167,066 |
| 53 | Exempt | Senior Project Manager | 300M | $74.81 | $93.51 | $112.22 | $155,605 | $194,501 | $233,418 |
| 33 | Exempt | Senior Technologist | 420M | $58.23 | $72.78 | $87.34 | $121,118 | $151,382 | $181,667 |
| 155 | Exempt | Superintendent Animal Services | 540M | $51.02 | $63.77 | $76.53 | $106,122 | $132,642 | $159,182 |
| 83 | Exempt | Superintendent Community Services | 480M | $60.82 | $76.02 | $91.23 | $126,506 | $158,122 | $189,758 |
| 1117 | Exempt | Superintendent Recreation | 480M | $60.82 | $76.02 | $91.23 | $126,506 | $158,122 | $189,758 |
| 2022 | Exempt | Supervising Librarian | 675M | $44.64 | $55.79 | $66.95 | $92,851 | $116,043 | $139,256 |
| 161 | Exempt | Supervisor Facilities Management | 600M | $47.55 | $59.43 | $71.32 | $98,904 | $123,614 | $148,346 |
| 113 | Exempt | Supervisor Inspection and Surveying | 540M | $51.02 | $63.77 | $76.53 | $106,122 | $132,642 | $159,182 |
| 146 | Exempt | Supervisor Warehouse | 660M | $43.06 | $53.82 | $64.59 | $89,565 | $111,946 | $134,347 |
| 181 | Exempt | Supervisor Water Quality Control Operations | 525M | $52.26 | $65.32 | $78.39 | $108,701 | $135,866 | $163,051 |
| 2027 | Exempt | Utilities Chief Operating Officer | 60E | $87.24 | $109.04 | $130.85 | $181,459 | $226,803 | $272,168 |
| **Confidential Classifications** | | | | | | | | | |
| 905 | Non-Exempt | Human Resources Technician | 830C | $31.53 | $39.41 | $47.30 | $65,582 | $81,973 | $98,384 |
| 903 | Non-Exempt | Legal Secretary-Confidential | 820C | $32.31 | $40.38 | $48.46 | $67,205 | $83,990 | $100,797 |
| 67 | Exempt | Secretary to City Attorney | 800C | $38.20 | $47.74 | $57.29 | $79,456 | $99,299 | $119,163 |
| 1004 | Non-Exempt | Senior Legal Secretary - Confidential | 810C | $35.53 | $44.41 | $53.30 | $73,902 | $92,373 | $110,864 |

# City of Palo Alto

## City Council Staff Report

(ID # 14874)

**Meeting Date: 12/19/2022** **Report Type:**

## Title: Finance Committee Recommends the City Council Adopt a Resolution Amending the E-HRA (Electric Hydro Rate Adjuster) Rate Schedule, Increasing the Current E-HRA Rate to $0.048/kWh Effective January 1, 2023

## From: City Manager

## Lead Department: Utilities

**Recommended Motion**

The Finance Committee and Staff and recommend the City Council adopt a Resolution of the Council of the City of Palo Alto Amending the Electric Hydro Rate Adjuster rate schedule (E-HRA), Increasing the Current E-HRA Rate to $0.048/kWh Effective January 1, 2023, to reflect current hydrological conditions and market purchase costs. This would replace the existing E-HRA surcharges and discounts across all levels and increase the current E-HRA rate from $0.013/kWh to $0.048/kWh.

**Executive Summary**

Power available to the City of Palo Alto (City or Palo Alto) from hydroelectric resources is reduced due to the ongoing drought. Reduced hydro output has resulted in increased demand for market power resources which is largely comprised of gas-fired generation. The increase in demand combined with high fossil fuel prices caused by unstable socio-political conditions has resulted in power prices that are greater than the values used to calculate the existing E-HRA surcharge. Hydro Stabilization Reserves (HSR) have been exhausted and Operations Reserves are being negatively impacted by higher ongoing costs. Staff and the Finance Committee recommends the City Council increase the current $0.013/kwh surcharge to $0.048/kwh, forecasted to end June 30, 2023.

This change will preserve reserve levels above the minimum guidelines if market prices remain in the forecasted range during the fiscal year. Activation of the E-HRA surcharge creates a temporary rate increase. When triggered, the proposed E-HRA increase is approximately a 20% or $17.15 monthly increase for a median electric residential customer, which remains 39% below a comparable PG&E customer.

On November 2, 2022, staff recommended, and the Utilities Advisory Commission approved, increasing the E-HRA from $0.013/kWh to $0.026/kWh (ID# 14837). However, further increases to electric purchase costs from September projections are prompting staff to revise their

recommendation. Staff expects that the E-HRA will have to be modified again in July. If market costs continue to be high, staff will likely increase base electric rates to reflect the new commodity cost environment, and the E-HRA would be reduced. As part of the FY 2023 rate setting the Utilities department will evaluate and recalibrate electric rates and adapt to the changing market.

**Background**

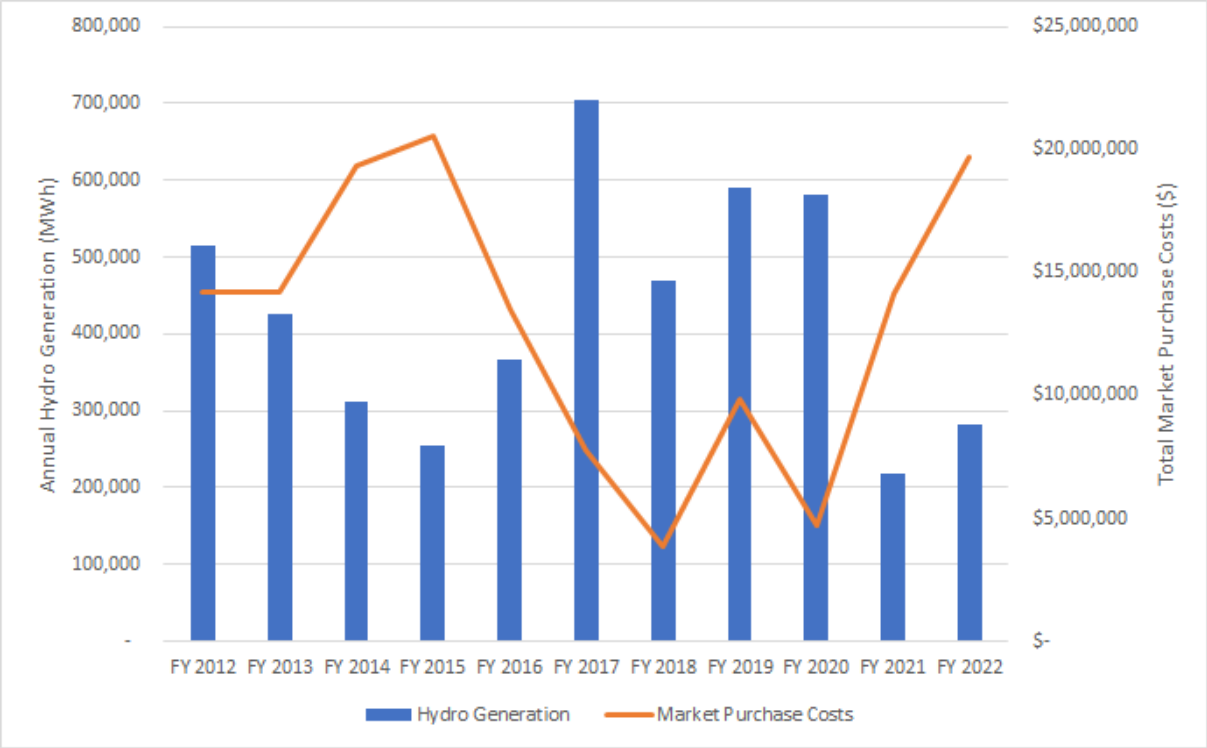
The City has access to a large amount of relatively low-cost, carbon free hydroelectric generation to meet its electric supply needs. Whereas hydroelectric generation supplies about 10% of the overall electric supply for California, the City meets about 50% of its electric supply needs with hydro generation in an average year.

The drawback to maintaining such a heavy reliance on hydroelectric generation is that the output of these resources is highly sensitive to weather conditions. Although the City receives about 50% of its electric supplies from its hydroelectric resources in a "normal" weather year, that amount can fall to as low as 20% in extremely dry years. And unlike many of the City's supply contracts, where the cost of the resource is proportional to the amount of generation delivered, the City essentially pays a fixed amount every year for the output of its two hydroelectric resources (Western Base Resource and the Calaveras project) regardless of the amount of electricity they produce.

The City purchases additional supply resources (generic market power and, to comply with the Carbon Neutral Plan, renewable energy certificates, or RECs) to make up for the reduced hydroelectric output during dry years. Compounding the problem, market power prices are often higher in dry years when the City must purchase more because the entire state is experiencing reduced hydro supply conditions. Market prices are influenced by inflation, weather, alternative fuel costs, and global supply and demand.

Figure 1 below illustrates this relationship between the City's annual market purchase costs and the amount of hydroelectric generation it receives.

**Figure 1: Annual Hydro Generation vs. Market Purchase Costs (2012-2022)**




In 2005, when a new "Contract for Electric Service - Base Resource" with the Western Area Power Administration (Wester or WAPA) increased the City's exposure to hydro variability, Council adopted a policy of maintaining reserves, combined with "laddered" market purchases, to manage this variability.[1]

In 2018, Council adopted the E-HRA mechanism (ID 8962) to manage the financial impacts of the annual variability in production of the City's hydroelectric resource. The E-HRA and the HS Reserve are used to stabilize electric rates when hydrological conditions are either poor, as is currently the case, or exceptionally good. Activation of the E-HRA is based on staff's evaluation of hydro generation availability and the HS Reserve level. When the HS Reserve falls below 25% of its maximum ($11 million) and hydro generation is projected to be below normal through the end of the current fiscal year, the E-HRA surcharge is applied. The resulting revenues are used to fund the additional short-term costs of providing electric service. When drought conditions subside and/or HS Reserves are within guideline ranges, the surcharge can be de-activated and standard rates can resume.

In 2018, staff developed the E-HRA mechanism utilizing a 20-year simulation model, estimating reserve needs under periods of both above average hydro generation as well as periods of extended drought. The model estimated high market prices during periods of drought using generation prices that were high at the time, about $47/MWh. As market costs have increased

[1] As described in Palo Alto's current Long-term Electric Acquisition Plan (LEAP) Objectives and Strategies: https://www.cityofpaloalto.org/files/assets/public/environment-in-palo-alto/energy-compost-facility-consideration/leap-objectives-and-strategies-april-2012.pdf

above this level, staff recommends amending the E-HRA structure to update energy prices to reflect current conditions. The model's generation levels remain valid.

The E-HRA rate structure in effect now can result in either a 4% rate increase (at the $0.0065/kWh level) or an 8% increase (at the $0.013/kWh level)[2]. The proposed E-HRA increase of $0.035/kWh (from $0.013 to $0.048) is approximately a 20% or $17.15/month increase for a median electric residential customer and 39% below a comparable PG&E customer.

In March 2022, in response to rapidly worsening drought conditions in California, Council adopted changes to the E-HRA surcharge (ID 13905), broadening the conditions under which the rate could be utilized and activating the rate effective April 1, 2022. This was done to help lower longer-term average rates, as well as help maintain general reserve health.

Staff provided two E-HRA alternatives for Finance Committee consideration at its November 29th meeting (ID# 14975) after a recommendation from the UAC on November 2, 2022. Both alternatives aimed to keep the Electric Supply Operations Reserve (E-SOR) above minimum guideline levels at the end of FY 2023. Alternative #1, a $0.048/kWh results in a projected E-SOR slightly higher than the minimum guideline, while Alternative #2, a $0.050/kWh adds additional supporting funds to the E-SOR.

## Discussion

The City receives power from two hydroelectric projects, the Calaveras project and the Western Base Resource contract for Federal hydropower from the Central Valley Project.[3] The watershed for Western hydropower is primarily in the northern end of California, while the watershed for the Calaveras project is in the Central Sierras.

Power from these sources is reduced under continued drought conditions. For water year 2020-2021 (October 2020 to September 2021), total precipitation was just below 50% of average in both watersheds. For water year 2021-2022, total precipitation was below 80% of average in Northern California and about 63% of average in the Central Sierras. As shown in Table 1, total actual hydropower for FY 2021 was 295 GWh, which is 183 GWh (38%) below the long-term

[2] For the median Palo Alto household, which consumes approximately 490 kWh/month, rate adjustments of 0.65 ¢/kWh, 1.3 ¢/kWh, and 1.8 ¢/kWh equate to monthly bill impacts of $3.19, $6.37, and $8.82, respectively.

[3] The Calaveras project is a hydropower project located in Calaveras County that is maintained and operated by the Northern California Power Agency on behalf of the City and other project participants. The City is also one of several public entities with contracts with the Western Area Power Administration for "Base Resource" electricity, which is the hydroelectric power available from the Federal Government's Central Valley Project (operated by the Bureau of Reclamation) after accounting for power used for Central Valley Project operations and power delivered to certain "preference" customers.

average, and total actual hydropower for FY 2022 was 230 GWh, which is 250 GWh (52%) below the long-term average.[4]

**Table 1: Hydro Generation FY 2021-22 Actuals (GWh)**

| Hydro Generation | FY 2021 | FY 2022 |
|---|---|---|
| Calaveras Actuals | 49 | 61 |
| Western Actuals | 246 | 169 |
| **Total Hydro Generation** | **295** | **230** |
| Long-term Average Total (%) | 61% | 48% |
| Long-term Average Total Hydro | 481 | 481 |

Reservoir levels remain very low across Northern and Central California. Most reservoirs are 30 to 50% below their average levels for this time of year. As a result, Palo Alto's hydroelectric projections are approximately 275 GWh for this fiscal year, which is about 57% of the long-term average level of hydro output, and 377 GWh for FY 2024, which is 78% of the long-term average level.

When Council activated the E-HRA at the $0.013/kwh level effective April 1, 2022, projected hydro output was about 310 GWh/year and HSR funds were projected to be drawn below $11 million[5] by the end of FY 2022. Market prices are now more than double the price used to estimate the existing E-HRA rate. Actual power supply costs for FY 2022 were about $16 million more than adopted budget levels, and FY 2023 costs are projected to be similarly high. As a result, staff requested a transfer of all $15 million of HSR funds to the Operations Reserve to offset costs in FY 2022. Council's activation of the E-HRA rate offset $1.5 million of higher costs that remained after the $15 million HS Reserve transfer. $400,000 remains in the Hydro Stabilization Reserves.

The ending balance for the Supply Operations Reserve is approximately $22.2 million in the FY 2022 Annual Comprehensive Financial Report (ACFR). This is about $3.3 million above the Council-adopted minimum guideline levels for FY 2023[6].

Updated November estimates for FY 2023 electric purchase costs are now $16.1 million more than budget, compared to the $9 million previously estimated and cited in the November 2 UAC staff report (which was based on September data). The proposal provided to the UAC was to increase the E-HRA to $0.026/kwh, resulting in about $5 million in additional revenue (over the last 6 months of FY 2023). Based upon updated purchase cost estimates, this would still leave

[4]The long-term average forecast levels for both Western and Calaveras have been revised downward (about 10% each) in recent years to reflect the impact of climate change. These values may need to be revisited again in the coming years.

[5] When the HS Reserve level falls below 25% of its maximum, or $11 million, the E-HRA can be activated if projected hydro generation is also below 480 GWh/yr.

[6] FY 2023 Electric Financial Plan, adopted June 13, 2022, Staff Report ID# 13661: https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-councilagendas-minutes/2022/20220613/20220613pccsm-final-amended-linked.pdf

the Supply Operations Reserve roughly $6.8 million below minimum guideline levels at the end of FY 2023.

Staff has determined that meeting the revised supply cost increases *and* keeping reserves at or above minimum guideline levels, would require increasing the E-HRA surcharge to at least $0.044/kwh. However, even this would result in an ending Supply Operations Reserve lower than the original UAC proposal. After reviewing potential rates to address this, the Finance Committee ultimately recommends Council approve a new E-HRA of $0.048/kwh. This will provide for $1.6 million above minimum guideline levels by the end of FY 2023

**Table 2: Projected FY 2023 Supply Operations Reserve Balances (Million $'s)**

| | FY 2023 Financial Plan | UAC Proposal ($0.026/kwh surcharge) | Recommended Rate ($0.048/kwh surcharge) |
|---|---|---|---|
| **Beginning Supply Operations Reserve Balance** | **$33,046** | **$22,197** | **$22,197** |
| Net Fund Revenue (Expense) | 927 | 927 | 927 |
| Revenue: New E-HRA Revenue | N/A | 5,000 | 13,462 |
| Expense: Additional Purchase Cost | N/A | (9,000) | (16,100) |
| **Ending Supply Operations Reserve Balance** | **$34,973** | **$19,124** | **$20,486** |
| *Supply Operations Reserve Minimum Guideline* | *$18,843* | | |

For reference, each additional $0.001/kwh would add about $380,000 to FY 2023 revenues, based on current sales estimates.

Table 3 shows the relative bill impacts of these proposals on a median electric customer, as well as how far below comparable PG&E bills the new rates would be:

**Table 3: Bill Impacts**

| | Current ($0.013/kwh surcharge) | UAC Proposal ($0.026/kwh surcharge) | Recommended Rate ($0.048/kwh surcharge) |
|---|---|---|---|
| Monthly bill | $86.57 | $92.94 | $103.72 |
| Bill Impact ($) | - | 6.37 | 17.15 |
| Bill Impact (%) | - | 7% | 20% |
| % Below PG&E | 49% | 45% | 39% |

The current E-HRA levels are shown in Table 4:

**Table 4: Current Hydro Rate Adjustments ($/kWh)**

| Hydro Stabilization Reserve Level | Projected Hydro Generation vs. Average Hydro Generation (GWh/year) | | | |
|---|---|---|---|---|
| | Less than 319 | 319 to 480 | 480 to 642 | Over 642 |
| Above Maximum (>$35 million) | $- | $(0.0065) | $(0.0065) | $(0.018) |
| 75% to 100% ($27 to $35 million) | $- | $- | $(0.0065) | $(0.013) |
| 25% to 75% ($11 to $27 million) | $- | $- | $- | $- |
| 25% and below (<$11 million) | $0.013 | $0.0065 | $- | $- |

Table 5 shows the recommended rates:

**Table 5: Recommended Hydro Rate Adjustments ($/kWh)**

| Hydro Stabilization Reserve Level | Projected Hydro Generation vs. Average Hydro Generation (GWh/year) | | | |
|---|---|---|---|---|
| | Less than 319 | 319 to 480 | 480 to 642 | Over 642 |
| Above Maximum (>$35 million) | $- | $(0.024) | $(0.024) | $(0.066) |
| 75% to 100% ($27 to $35 million) | $- | $- | $(0.024) | $(0.048) |
| 25% to 75% ($11 to $27 million) | $- | $- | $- | $- |
| 25% and below (<$11 million) | $0.048 | $0.024 | $- | $- |

While the recommended increase would keep the Supply Operations Reserve above minimum if all other revenue and expense conditions hold, it is still possible that external factors (higher/lower market prices, reduced/increased sales, etc.) could positively or negatively impact the Operations Reserve by fiscal year end.

E-HRA going forward

Staff expects that the E-HRA will have to be modified again in July. If market costs continue to be high, staff will likely increase base electric rates to reflect the new commodity cost environment, and the E-HRA would be reduced. Staff is also investigating an alternative mechanism for passing through cost variations from budget, to be provided and reviewed during the upcoming FY 2024 budget cycle.

Recommended Rate

The Finance Committee recommends that City Council adopt the rates shown in Table 5 With an E-HRA of $0.048/kwh.

While this proposal is different from what the Utilities Advisory Commission reviewed in November, this revised rate is recommended to address the projected continued increases to electricity costs from what was seen back in September warrant the change. Given the burgeoning electricity costs and the relatively low level of current Operations Reserves, staff believes that increasing the E-HRA rate at this time would place the Electric Utility in a better financial position for FY 2023 and beyond.

The alternative to increasing the E-HRA surcharge is implementing a general rate increase. Utilizing the E-HRA is a targeted way to mitigate the impacts of hydro generation and supply cost fluctuations. If higher market prices persist or appear to be a 'new normal,' or larger long-term reserves are needed, general rates can be increased at the next fiscal year and the E-HRA brought to zero as additional revenue recovery is not needed.

**Resource Impact**

Based on the current sales trends for FY 2023, the estimated revenue impacts for the existing $0.013/kwh adjuster is an increase of $10.25 million in the Electric Fund in FY 2023, which has already been included in the adopted budget.

The recommended rate change to $0.048/kWh is expected in FY 2023 revenues would increase by $13.5 million. The City is a utility customer so rate increases will also result in City expense increases. Resource impacts to City departments and funds of the recommended rate adjustments will be recommended in the mid-year budget process.

**Policy Implications**

The proposed Electric Hydro Rate Adjuster (E-HRA) rate amendment is consistent with Council-adopted Reserve Management Practices that are part of the adopted 2023 Electric Financial Plans.

**Stakeholder Engagement**

The UAC considered staff's request at its November 2, 2022 meeting. At that meeting, the UAC agreed that, given the escalating costs of purchasing electricity, that the rate increase was prudent. The UAC approved Staff's motion unanimously.

The Finance Committee heard staff's request at its November 29, 2022 meeting. At that meeting, the Finance Committee and staff concurred to unanimously recommended a E-HRA of $0.048/kWh.

Staff will provide a subsequent memo the UAC informing of them of staff's modified recommendation, the Finance Committee recommendation and the Council action.

**Environmental Review**

Adoption of the attached amendment to the E-HRA rate to meet operating expenses, purchase supplies and meet financial reserve needs is not subject to the California Environmental Quality Act (CEQA), pursuant to California Public Resources Code Sec. 21080(b)(8) and Title 14 of the California Code of Regulations Sec. 15273(a).

After reviewing the staff report and all attachments presented to Council, the Council incorporates these documents herein and finds that sufficient evidence has been presented setting forth with specificity the basis for this claim of CEQA exemption.

**Attachments:**

- **Attachment8.a:** Attachment B: Proposed E-HRA effective January 1, 2023
- Attachment8.b: Attachment A: Resolution E-HRA Rate Amendment

**ELECTRIC HYDRO RATE ADJUSTER**

UTILITY RATE SCHEDULE E-HRA

## A. APPLICABILITY:

This schedule applies to all Customers receiving Electric Service from the City of Palo Alto Utilities.

## B. TERRITORY:

This schedule applies everywhere the City of Palo Alto provides Electric Service.

## C. RATES:

| | Per kWh |
|---|---|
| Hydro Rate Adjustment: | ($0.0666~~18~~) - $0.0481~~3~~ |

## D. SPECIAL NOTES:

### 1. Hydro Rate Adjustment

a. The Hydro Rate Adjustment is a surcharge or discount applied to Electric rates based on the strength of the City's hydrological generation portfolio, applied to manage volatility in energy costs and generation and the impact of that volatility on customer rates.

b. The Hydro Rate Adjustment is determined based on the level of funding in the Hydro Stabilization Reserve, including transfers or withdrawals projected to be made in the current fiscal year according to the City's Electric Utility Reserve Management Practices, and on the forecasted amount of annual generation the City of Palo Alto Utilities will receive from its hydroelectric generation resources through the end of the current fiscal year.

### 2. Calculation of Hydro Rate Adjustment

a) Staff calculates the Hydro Rate Adjustment surcharge or discount annually in May, or whenever hydrologic conditions are poor and Hydro Stabilization Reserves are projected to fall below the 25% level within the current fiscal year.

b) The Hydro Rate Adjustment will be applied to all Customers' Electric rate schedules upon Council approval, and re-evaluated annually.

c) The Hydro Rate Adjustment surcharge or discount will fall within the minimum/maximum range set forth in Section C, and will be applied as follows:

**ELECTRIC HYDRO RATE ADJUSTER**

UTILITY RATE SCHEDULE E-HRA

**Hydro Rate Adjustment ($/kWh)**

| Hydro Stabilization Reserve Level | Projected Hydro Generation vs. Average Hydro Generation (GWh/year) | | | |
|---|---|---|---|---|
| | Less than 319 | 319 to 480 | 480 to 642 | Over 642 |
| Above Maximum | $- | $(0.024~~065~~) | $(0.024~~065~~) | $(0.066~~18~~) |
| 75% to 100% | $- | $- | $(0.024~~065~~) | $(0.048~~13~~) |
| 25% to 75% | $- | $- | $- | $- |
| 25% and below | $0.048~~13~~ | $0.024~~065~~ | $- | $- |

***{End}***

Attachment A

Resolution No.___
Resolution of the Council of the City of Palo Alto Amending Electric Rate Schedule E-HRA (Electric Hydro Rate Adjuster), Increasing the Current E-HRA Rate to $0.048/kWh Effective January 1, 2023

R E C I T A L S

A. Hydroelectric Rate Adjustment mechanisms are designed to modify customer rates, either up or down, such that overall sales revenue is aligned with supply costs for the electric utility.

B. Hydroelectric Rate Adjustment mechanisms are intended to enable the electric utility to maintain a reasonably stable level of financial reserves, and maintain base electric rates at lower levels over the long term.

C. In 2018, staff developed the E-HRA rate mechanism utilizing a 20-year simulation model, estimating reserve needs under periods of both above average hydro generation as well as periods of extended drought. The original model inputs have changed since then, with multi-year drought conditions, rising inflation, increased market costs for alternative fuels, and uncertainty in natural gas markets greatly increasing the market costs for electricity. The existing E-HRA rate is no longer collecting enough revenue to adequately offset required market purchases.

D. Section D(2)(a) of the Council-adopted E-HRA Rate Schedule directs staff to calculate the Hydro Rate Adjustment annually in May. E-HRA activation may also occur at other times throughout the year, such as when hydrologic conditions are poor and Hydroelectric Stabilization Reserve levels are projected to fall below the 25% level within the current fiscal year.

E. On November 2, 2022, staff recommended and the Utilities Advisory Commission approved increasing the E-HRA from $0.013/kWh to $0.026/kWh (ID# 14837).

F. Further increases to electric purchase costs from staff's September projections prompted staff to revise their recommendation to the Finance Committee at its November 29, 2022 meeting (ID #14975). There, staff offered 2 alternatives intended to keep the Electric Supply Operations Reserve (E-SOR) above minimum guideline levels at the end of FY 2023: Alternative #1 increased the E-HRA surcharge to $0.048/kWh and Alternative #2 increased the E-HRA surcharge to $0.050/kWh.

G. The Finance Committee unanimously approved recommending Alternative #1 to the City Council.

H. Pursuant to Chapter 12.20.010 of the Palo Alto Municipal Code, the Council of the City of Palo Alto may by resolution adopt rules and regulations governing utility services, fees and charges.

The Council of the City of Palo Alto hereby RESOLVES as follows:

SECTION 1. Pursuant to Section 12.20.010 of the Palo Alto Municipal Code, Utility Rate Schedule E-HRA (Electric Hydro Rate Adjuster) is added as attached and incorporated. Utility Rate Schedule E-HRA, as amended, shall become effective January 1, 2023.

SECTION 2. As a result, on January 1, 2023 the $0.013/kWh E-HRA rate activated by Council on March 14, 2022, and effective April 1, 2022, will increase to $0.048/kWh.

SECTION 3. The Council finds that the revenue derived from the adoption of this resolution shall be used only for the purpose set forth in Article VII, Section 2, of the Charter of the City of Palo Alto.

SECTION 4. The Council finds that the fees and charges adopted by this resolution are charges imposed for a specific government service or product provided directly to the payor that are not provided to those not charged, and do not exceed the reasonable costs to the City of providing the service or product.

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SECTION 5. The Council finds that the adoption of this resolution changing electric rates to meet operating expenses and meet financial reserve needs is not subject to the California Environmental Quality Act (CEQA), pursuant to California Public Resources Code Sec. 21080(b)(8) and Title 14 of the California Code of Regulations Sec. 15273(a). After reviewing the staff report and all attachments presented to Council, the Council incorporates these documents herein and finds that sufficient evidence has been presented setting forth with specificity the basis for this claim of CEQA exemption.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
Assistant City Attorney

APPROVED:

_____
City Manager

_____
Director of Utilities

_____
Director of Administrative Services

# City of Palo Alto (ID # 14887)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

## Title: Approval of a Professional Services Agreement with Woodard & Curran (C23185763) for the Amount of $486,000 Over a 5-year Term for Regulatory Compliance Assistance to the Regional Water Quality Control Plant

## From: City Manager

## Lead Department: Public Works

### Recommendation

Staff recommends that Council approve and authorize the City Manager or their designee to execute the attached contract with Woodard & Curran in an amount not to exceed $486,000 for assistance in conducting permit compliance requirements, regulation evaluations, permit applications, and other permit-associated tasks related to the operation of the Regional Water Quality Control Plant over the next five years.

### Background

The Regional Water Quality Control Plant (RWQCP) treats wastewater from a total of six communities (Palo Alto, Mountain View, Los Altos, Los Altos Hills, East Palo Alto Sanitary District, and Stanford University) and discharges treated final effluent to the Lower South San Francisco Bay. Most of the RWQCP treated effluent is discharged into an unnamed slough, a small portion is discharged to Matadero Creek through Renzel Pond, and the rest receives further treatment to be used as non-potable recycled water in Palo Alto and Mountain View. The RWQCP's discharge is regulated through a site-specific NPDES permit under Order No. R2-2019-0015 adopted by the San Francisco Regional Water Quality Control Board (Regional Water Board)[1]. This permit contains requirements on discharge flow and locations, water quality limits, monitoring at numerous process locations, pretreatment program, pollution prevention program, and reporting. The current permit requires the RWQCP to file a Report of Waste Discharge in 2023 prior to permit renewal in 2024. As part of that renewal, supplemental evaluations such as dilution studies are required followed by negotiations with the Regional Water Board prior to adoption. In addition to routine regulatory compliance submittals and the RWQCP's site-specific NPDES permit renewal, there are also new regulatory developments by the State Water Quality Control Board on the Toxicity provisions that apply to the RWQCP. The provisions will require additional dilution and mixing zone studies to occur in 2023 and

[1] NPDES Permit Order R2-2019-0015, 2019 https://www.cityofpaloalto.org/files/assets/public/public-works/water-quality-control-plant/npdes-permit-ca0037834-palo-alto-final-r2-2019-0015.pdf

additional sensitive-species screening studies to occur in 2024. The provisions will also alter how discharge toxicity is analyzed, most likely beginning in 2024.

In addition to the site-specific NPDES permit, the RWQCP is also regulated by two regional NPDES permits that target discharge of specific constituents and are up for reissuance during this contract term: the Nutrient Watershed NPDES permit Order No. R2-2019-0017[2] and the Mercury & Polychlorinated Biphenyls Watershed NPDES permit Order No. R2-2017-0041[3].

The RWQCP also supplies tertiary-treated recycled water to customers in Mountain View as well as several City-owned parks and facilities, Caltrans and three commercial truck-fill standpipes. The RWQCP's Recycled Water Program is regulated by a Recycled Water Permit Order No. 93-160[4] issued by the Regional Water Board which contains monitoring requirements, water quality limits, and reporting requirements. As recycled water is becoming more relevant in California, the State is implementing ambitious recycling targets along with new regulatory requirements to monitor, report, and increase the percentage of treated wastewater being recycled. The State and Regional Water Boards are also working to move all municipal Recycled Water Programs under the Statewide General Order instead of site-specific permits such as the one currently governing the RWQCP's Recycled Water Program. This transition has already begun for the RWQCP and is anticipated to continue during this contract term and require additional submittals (e.g., Notice of Intent to Enroll) and compliance evaluations.

In addition to water quality regulations, the RWQCP is also subject to air quality and biosolids disposal regulations enforced by the Bay Area Air Quality Management District, CalRecycle, and the United States Environmental Protection Agency, which require routine submittals as well as periodic updates given any changes at the RWQCP.

The RWQCP's core infrastructure was built in 1972, with major capital additions in 1980, 1988, 2009, and 2019. As mentioned in the RWQCP's Long Range Facility Plan, most of the RWQCP is at or beyond its useful life and several projects are needed to replace aging infrastructure. As such, the RWQCP Capital Improvement Program (CIP) is currently implementing a $300 million portfolio of projects that will require regulatory permitting and discussions beyond just those needed for construction permits. For example, the Horizonal Levee Pilot (Project No. WQ-22001) requires a dilution study be conducted in 2023 to add it as an additional discharge point under the site-specific NPDES permit and the Secondary Treatment Upgrades (Project No. WQ-19001) require additional evaluations and reporting throughout construction and upon startup to demonstrate to the Regional Water Board that the RWQCP can continue to meet water

[2] NPDES Permit Order R2-2019-0017, 2019
https://www.waterboards.ca.gov/sanfranciscobay/board_decisions/adopted_orders/2019/R2-2019-0017.pdf
[3] NPDES Permit Order R2-2017-0041, 2017
https://www.waterboards.ca.gov/sanfranciscobay/board_info/agendas/2017/November/5b_final_to.pdf
[4] Water Reclamation Requirements Order 93-160, 1993
https://www.mountainview.gov/civicax/filebank/blobdload.aspx?blobid=13009

quality limits. The Secondary Treatment Upgrades Project will also require work with the Bay Area Air Quality Management District to add the new emergency generator and update the treatment capacities in the RWQCP's current Permit-to-Operate.

Consequently, RWQCP staff proceeded with a Request for Proposals (RFP) to provide regulatory assistance and support to staff over the next five years. The RWQCP has utilized consultant support previously for regulatory compliance evaluations and support tasks, however the previous contract amounts were below the threshold requiring Council approval. The increased budget for this contract is due to the RWQCP's main National Pollutant Discharge Elimination System (NPDES) permit renewal in 2024 coinciding with needed permitting support for RWQCP Capital Improvement Projects and regulatory changes to toxicity provisions. Given the significant amount of work to be performed in the first year of this contract (2023), staff is budgeting $150,000 for the first contract year, whereas the typical annual budget is $84,000 per contract year.

**Discussion**

On August 23, 2022, the City posted an RFP notice through Planet Bids for RWQCP Regulatory Assistance (RFP 185763).

The work to be performed under this contract (Attachment A) includes, but is not limited to:

- preparation of an annual work plan and contract administration;
- conducting air permitting evaluations in response to future regulatory developments and supporting needed permit revisions due to CIP projects;
- providing recycled water support to enroll in the new Statewide General Order including final preparation of the Notice of Intent to Enroll and support in addressing regulator comments on the pending Title 22 Engineering Programmatic Report;
- assisting the City in completing a Report of Waste Discharge to renew the RWQCP's site-specific NPDES permit;
- conducting dilution studies for the upcoming NPDES permit renewal and CIP projects;
- conducting NPDES permit evaluations in support of contaminants of emerging concern and other future regulatory developments; and
- conducting the permit-required Local Limits Evaluations in support of the RWQCP's Pretreatment Program.

The solicitation period was 28 days. On September 20, 2022, one proposal was received from a qualified consulting firm: Woodard & Curran.

Summary of Solicitation Process

| ***Proposal Title/Number*** | **Regional Water Quality Control Plant (RWQCP) Regulatory Assistance** |
|---|---|
| *Proposed Length of the Project* | 5 years |
| *# of Notices sent to Vendors via City's eProcurement system* | 2003 |

| | |
|---|---|
| *Total days to submit Proposal* | 28 |
| *Pre-Proposal Meeting* | 9/7/2022 |
| *# of Company Attendees at Pre-Proposal Meeting* | 5 participants, 4 companies |
| *Number of Proposal received* | 1 |
| *Number of Companies interviewed* | None |
| *Range of Proposal Amounts* | $486,000 |

An evaluation committee consisting of Public Works – Watershed Protection staff was formed to review the proposal. The committee reviewed the firm's qualifications and submittal in response to the criteria identified in the RFP, including quality and completeness of the proposal, quality and effectiveness of services, experience with projects of similar scope and complexity, prior record of performance, proposer's financial stability, and ability to provide services.

After evaluations, staff recommends moving forward with Woodard & Curran because the consultant's proposal was thorough and provided detailed compliance evaluation steps for each of the regulatory submittals explained in the Scope of Work. The firm demonstrated a clear understanding of the RWQCP's regulatory needs and proposed comprehensive solutions to the majority of future regulatory evaluations and submittals. Additionally, the firm has extensive experience working with other Agencies in the State and a well-established record of experience working for the City of Palo Alto providing regulatory support.

**Timeline**

The consultant is expected to provide regulatory support and assistance for five years. Work is expected to begin in January 2023 and conclude in January 2028. At that time, and in preparation for the next NPDES permit renewal, staff will solicit new proposals and, if needed, return to Council to award a new contract to provide regulatory support.

**Resource Impact**

Funding for the Regulatory Assistance contract is available in the Fiscal Year 2023 Adopted Wastewater Treatment Fund operating budget. The total not-to-exceed budget amount proposed for this project is $486,000; $150,000 for the first contract year followed by $84,000 per year for contract years two through five.

**Policy Implications**

This project is in conformance with the City of Palo Alto Comprehensive Plan and does not represent any changes to existing City policies.

**Stakeholder Engagement**

Routine regulatory compliance items do not involve any public meetings or other stakeholder engagement. New regulatory developments that require significant funding for compliance, such as nutrient removal, or pollution prevention, such as contaminants of emerging concerns, are communicated to RWQCP Partner Agencies as well as the public via various pathways

including factsheets, meetings, event tabling, and website updates. Regulatory developments that require significant infrastructure changes are incorporated in the RWQCP's CIP projects and stakeholder engagement occurs for each individual project.

**Environmental Review**

Regulatory compliance items are not subject to environmental review under the California Environmental Quality Act (CEQA) because it does not meet the definition of a project under Public Resources Code 21065; regulatory compliance is a continuing administrative or maintenance activity (CEQA Guidelines section 15378(b)(2)).

**Attachments:**

- **Attachment9.a:** Attachment A: Woodard & Curran Contract, C23185763

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**CITY OF PALO ALTO CONTRACT NO. C23185763**

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PALO ALTO AND WOODARD & CURRAN, INC.**

This Agreement for Professional Services (this "Agreement") is entered into as of the 19th day of December 2022 (the "Effective Date"), by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and WOODARD & CURRAN, INC., a Maine corporation, located at 41 Hutchins Drive, Portland, ME 04102, DIR #1000046744 ("CONSULTANT").

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

**RECITALS**

A. CITY intends to conduct permit compliance requirements, regulatory evaluations, permit applications, and other permit-associated tasks at the Regional Water Quality Control Plant (RWQCP) (the "Project") and desires to engage a consultant to provide Regulatory Assistance in connection with the Project (the "Services", as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled "SCOPE OF SERVICES".

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.**
The term of this Agreement shall be from January 20, 2023 through January 19, 2028 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit B, entitled "SCHEDULE OF PERFORMANCE". Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT.

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CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Four Hundred Eighty-Six Thousand Dollars ($486,000).** The maximum compensation for contract year one shall not exceed **One Hundred Fifty Thousand Dollars ($150,000)**. The maximum compensation for contract years two through five shall not exceed **Eighty-Four Thousand Dollars ($84,000)** annually. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of rates set forth in Exhibit C-1. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors, if any, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the

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errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY's stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the Project design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

**SECTION 12. SUBCONTRACTING.**

☐ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

☒ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractors authorized by CITY to perform work on this Project are:

Mitzutani Environmental, 5100B Clayton Road, Concord, CA 94521
Resource Management Associates, 1756 Picasso Avenue. Suite G, Davis, CA 95618
Insignia Environmental, 545 Middlefield Road, Suite 210, Menlo Park, CA 94025

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Emmalynne Roy, PE, 51 E. Campbell Avenue, Suite 128, Campbell, CA 95008; telephone: 408-831-4809, email eroy@woodardcurran.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property.

CITY's Project Manager is Diego Martinez Garcia, Public Works Department, Environmental Services Division, 2501 Embarcadero Way, Palo Alto, CA 94303, Telephone:650-329-2285. CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** All work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

**SECTION 15. AUDITS.** CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles

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for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

**SECTION 16. INDEMNITY.**

☒**[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.]** 16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. CITY will reimburse CONSULTANT for the proportionate percentage of defense costs exceeding CONSULTANT's proportionate percentage of fault as determined by the final judgment of a court of competent jurisdiction.

☐**[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.]** 16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

16.3. The acceptance of CONSULTANT's Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit D, entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, by the insurer except after filing prior written notice of the cancellation or modification to the City of Palo Alto by the CONSULTANT. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

## SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

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19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement as such determination is made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Project Manager at the address of CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a "Consultant" as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the

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appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

**SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.**

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, hereby incorporated by reference and as amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include, first, minimizing and reducing waste; second, reusing waste; and, third, recycling or composting waste. In particular, CONSULTANT shall comply with the following Zero Waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.** CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62

(Citywide Minimum Wage), as amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code Section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code Section 4.62.060.

**SECTION 25. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.**

☒ 26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

(1) is not a public works contract;
(2) is for a public works construction project of $25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
(3) is for a public works alteration, demolition, repair, or maintenance project of $15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

**OR**

☐ 26.1. **This Project is subject to prevailing wages and related requirements as a "public works" under California Labor Code Sections 1720 et seq. and related regulations. CONSULTANT is required to pay general prevailing wages** as defined in California Labor Code Section 1773.1 and Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. Pursuant to Labor Code Section 1773, the CITY has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the State of California Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the CITY's Purchasing Department office. The general prevailing wage rates are also available at the DIR, Division of Labor Statistics and Research, web site (see e.g. http://www.dir.ca.gov/DLSR/PWD/index.htm) as amended from time to time. CONSULTANT shall post a copy of the general prevailing wage rates at all Project job sites and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with all applicable provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Labor Code Section 1720 et seq.), including but not limited to Sections 1725.5, 1771, 1771.1, 1771.4, 1773.2, 1774, 1775, 1776, 1777.5, 1782, 1810, 1813 and 1815, and all applicable

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implementing regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq. (8 CCR Section 16000 et seq.), as amended from time to time. CONSULTANT shall comply with the requirements of Exhibit E, entitled "DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS", for any contract for public works construction, alteration, demolition, repair or maintenance, including but not limited to the obligations to register with, and furnish certified payroll records directly to, DIR.

**SECTION 27. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS".** For purposes of this Section 27, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled "Claims for Public Contract Code Section 9204 Public Works Projects".

☐ **This Project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Exhibit F, entitled "Claims for Public Contract Code Section 9204 Public Works Projects".

**OR**

☒ **This Project is not a 9204 Public Works Project.**

**SECTION 28. CONFIDENTIAL INFORMATION.**

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY's Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT's obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. "Confidential Information" means all data, information (including without limitation "Personal Information" about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT's possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an

authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

**SECTION 29. MISCELLANEOUS PROVISIONS.**

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

29.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

29.5. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

29.10. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

**SECTION 30. EXHIBITS.** Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☒ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☒ EXHIBIT C: COMPENSATION
- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS

***THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED***.

## CONTRACT NO. C23185763 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

**CITY OF PALO ALTO**

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney or Designee

**WOODARD & CURRAN, INC.**

**Officer 1**

By: DocuSigned by: Thomas F Hazlett, III, Executive Vice Presiden
684211DD8E8B47A...

Name: Thomas F Hazlett, III, Executive Vice Preside

Title: Executive Vice President

**Officer 2**

By: DocuSigned by: David Remick, Chief Financial Officer
51343B64A8CA457...

Name: David Remick, Chief Financial Officer

Title: Executive Vice President, CFO

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# EXHIBIT A
# SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled "SCOPE OF SERVICES".

**Background**
The City of Palo Alto (City) Regional Water Quality Control Plant (RWQCP) treats approximately 18 million gallons per day (MGD) of wastewater collected from the communities of Mountain View, Los Altos, Los Altos Hills, East Palo Alto Sanitary District, and Stanford University. As such, the RWQCP has multiple permits restricting the discharge of certain pollutants to the Lower South Bay. Refer to http://cleanbay.org/regional-water-quality-control-plant for electronic copies of the following Permits:

- SF Bay Region Municipal Regional Stormwater NPDES Permit
  - Order No. R2-2022-0018, NPDES No. CAS612008
- RWQCP main NPDES Permit
  - Order No. R2-2019-0015, NPDES No. CA0037834
- Nutrient Watershed NPDES Permit
  - Order No. R2-2019-0017, NPDES No. CA0038873
- RWQCP's Recycled Water Permit
  - Order No. 93-160
- Mercury & PCB Watershed NPDES Permit
  - Order No. R2-2017-0041, NPDES No. CA0038849

CONSULTANT shall assist in conducting permit compliance requirements, regulation evaluations, permit applications, and other permit-associated tasks as outlined below.

**1.0 Project Administration & Annual Work Plans (2023 – 2028)**
CONSULTANT shall meet with City staff at least annually to prepare an annual work plan for execution of this contract. CONSULTANT shall include in the work plans specific tasks and timelines for completion by the CONSULTANT as well as by the City for each coming contract year. The City will review the annual work plans and if approved, issue a notice to proceed for that year's tasks as outlined in the work plan. If not approved, the City will provide feedback for the CONSULTANT to then incorporate into work plan revisions until the work plan is approved by the City. The City reserves the right to add tasks throughout the year to the work plan for unforeseen needed assistance; City approval and notice to proceed on such tasks will be done in writing.

**2.0 Air Permitting Assistance (2023 – 2028)**
CONSULTANT shall, upon written direction by the City, conduct air permitting evaluations on topics including, but not limited to, the following: permit requirements, permit interpretations, compliance/implementation plans, regional compliance strategies, and analytical method development. In particular, CONSULTANT shall provide support on AB 2588 Hot spots if the City participates in the examining scan and initial source test led by the California Association of Sanitation Agencies (CASA). This task includes cost and procurement of source testers.

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**3.0 Recycled Water & Title 22 Assistance (2023 – 2028)**
CONSULTANT shall, upon written direction by the City, conduct recycled water evaluations on topics including, but not limited to, the following: permit requirements, permit requirement interpretations, compliance/implementation plans, regional compliance strategies, analytical quality assurance procedures, and analytical method development/specifications.

**3.1 Notice of Intent Preparation (2023)**
CONSULTANT shall, upon written direction by the City, prepare the Notice of Intent to enroll in the Statewide General Order per WQO 2016-0068-DDW requirements. CONSULTANT shall provide one draft package for review by the City and City of Mountain View. CONSULTANT shall incorporate feedback and comments into the final package delivered to the City for ultimate submittal.

**3.2 Statewide General Order Transition Support (2023 – 2028)**
If the Notice of Intent to enroll in the Statewide General Order per WQO-2016-0068 DDW occurs during this Contract, CONSULTANT shall, upon written direction by the City, provide technical assistance to respond to State Board requests and questions during the enrollment process. CONSULTANT shall review RWQCP Recycled Water Program materials for needed/recommended changes needed to comply with Statewide General Order per Water Reclamation Requirements for Recycled Water Use (WQO 2016-0068-DDW). Materials may include, but are not limited to, use permit application packet, permit templates, annual reports and self-inspection forms.

**3.3 Title 22 Engineering Report Updates (2024 – 2028)**
The RWQCP's Recycled Water Program was authorized by the Regional Water Board prior to 2001, and a Title 22 Engineering Report was developed in 2022. CONSULTANT shall, upon written direction by the City, provide support to update the Recycled Water Program Engineering Report and Appendices if needed. For each update, CONSULTANT shall provide a draft package for review by the City and City of Mountain View. CONSULTANT shall incorporate feedback and comments into the final package delivered to the City for ultimate submittal. CONSULTANT shall submit the updates to the Department of Drinking Water (DDW) for approval.

**3.4 Recycled Water Hardpipe User Specifications (2025)**
CONSULTANT shall, upon written direction by the City, develop recycled water specifications for new customers wanting to tie into the City's recycled water system (e.g., hot tapping into transmission lines, meter locations, cathodic protections, requirements for recycled water submittals). CONSULTANT shall provide at least one draft package for review by the City. CONSULTANT shall incorporate feedback and comments into the final package delivered to the City for ultimate submittal.

**4.0 NPDES Permit Reissuance (2023 – 2024)**
CONSULTANT shall assist the City in completing the Report of Waste Discharge as an application for reissuance of NPDES Permit Order No. R2-2019-0015, NPDES No. CA0037834 due to the San Francisco Regional Water Control by August 31, 2023. CONSULTANT shall conduct a reasonable potential analysis to identify possible future limits for the RWQCP. CONSULTANT shall assist City staff during review of draft permits and suggest permit language.

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CONSULTANT shall assist City staff in Permit negotiations and implementation. Some requested changes that the City is currently considering include:

- Documented approval of sample date being at the start of composite sampling versus the sample pick-up date
- Request exemption from Pretreatment Semiannual Reporting (Attachment H, Section E)
- Relocation of influent compliance sampling location
- Decreasing or ceasing the studies documenting extent of habitat conversion surrounding the RWQCP's discharge outfall

**4.1 Sensitive Species Screening (2024)**
Since 2016, the City had the option to skip sensitive species screening upon permit reissuance and fund the Regional Monitoring Program (RMP). With the adoption of the Statewide Toxicity Provisions, agencies will be required to do screening every 15 years. CONSULTANT shall conduct a sensitive species screening analysis in accordance with new regulatory requirements.

**4.2 Dilution & Mixing Zone Analysis – Chronic Toxicity (2023)**
CONSULTANT shall, upon written direction by the City, conduct a technical evaluation of the RWQCP's discharge points and receiving waters to determine mixing zone and dilution credits for chronic toxicity to enable toxicity testing to occur at in-stream waste concentration per the new regulatory requirement. CONSULTANT shall prepare a summary report that can be used by the City to request dilution credits from the Regional Board.

**4.3 Dilution & Mixing Zone Analysis – Horizontal Levee Pilot Project Discharge Point (2023)**
CONSULTANT shall conduct a technical evaluation of the RWQCP's discharge points and receiving waters to determine mixing zone and dilution credits for the Palo Alto Horizontal Levee Pilot Project. CONSULTANT shall prepare a summary report that can be used by the City to request from the Regional Board dilution credits and consolidated compliance points located at the RWQCP.

**4.4 Generic Toxicity Reduction Evaluation Work Plan (2024)**
CONSULTANT shall review and update as needed the Generic Toxicity Reduction Evaluation Work Plan (last dated March 27, 2020) per recent regulatory changes. CONSULTANT shall provide the updated work plan prior to any deadlines specified in the reissued NPDES Permit.

**5.0 NPDES Permit Assistance & Regulatory Evaluations (2023 – 2028)**
CONSULTANT shall, upon written direction by the City, conduct NPDES permit evaluations on topics including, but not limited to, the following: permit requirements, permit requirement interpretations, compliance/implementation plans, regional compliance strategies, analytical quality assurance procedures, analytical method development/specifications, and analytical laboratory analysis of provided samples. CONSULTANT shall, upon written direction by the City, assist the City with interpretation of future regulations and potential impacts to the City including, but not limited to composition of comment letters and discussions with regulators.

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**5.1 Effluent Compliance Point Evaluation (2024-2025)**
CONSULTANT shall evaluate relocation and cost of the Renzel Marsh compliance point (currently EFF-002) upstream of a future connection/blending point of final effluent with reverse osmosis concentrate from a Regional Purification Facility. The current final effluent compliance point (EFF-001) would remain and represent the blend of reverse osmosis concentrate with final effluent. CONSULTANT shall prepare a technical memorandum of different options to monitor effluent discharges to the Lower South Bay and include an analysis of cost for any additional sampling equipment and analytical work needed.

**5.2 Influent Compliance Point Evaluation (2023)**
CONSULTANT shall evaluate relocation and cost of the influent compliance point (currently INF-001) for easier sampling and operation. CONSULTANT shall prepare a technical memorandum of different options to monitor influent discharges and support the City in any needed negotiations with the Regional Board on incorporating these changes in the RWQCP's NPDES Permit.

**5.3 Renzel Marsh Vegetation Surveys and Laboratory Analyses (2024)**
CONSULTANT shall, upon written direction by the City, obtain and analyze current aerial photography of the Renzel Marsh Pond and use geographical information systems (GIS) along with field surveying to map vegetation in Renzel Marsh Pond. The aerial photography shall be flown within the same year and season that the field verification occurs. Aerial photography will be used to produce field maps which biologists will use to verify vegetation types over one day. The field collected data will then be used with GIS to map the pond and calculate percent coverage (or density) of emergent macrophytes, algae, and any other relevant category of aquatic plants found within/around the pond. CONSULTANT shall provide a list of plant species observed, photographs of field verification, PDF maps of the vegetation types at Renzel Marsh Pond, and GIS shapefiles of the vegetation types. Analyze 10 samples collected by City for nutrient parameters and provide results to the City. Nutrient parameters are to include: nitrate-nitrogen, nitrite-nitrogen, ammonia-nitrogen, Total Kjeldahl Nitrogen, total phosphorus, orthophosphate, alkalinity, chlorophyll a, turbidity, and biochemical oxygen demand. Water quality samples will be collected by the City during the same season and year as the aerial. Lab analytical work and aerial photography will be run through this contract. Submit rates per water quality parameter with the proposal.

**5.4 Contaminants of Emerging Concern Evaluations (2023 – 2028)**
CONSULTANT shall, upon written direction by the City, assist the City with analyzing samples collected by the City for contaminants of emerging concern including, but not limited to, pharmaceuticals (AXYS Method MLA-075) and polyfluoroalkyl substances. CONSULTANT shall analyze samples utilizing the same laboratories as similar that of the Regional Monitoring Program when appropriate. Data shall be provided to the City for evaluation.

**5.5 Secondary Treatment Upgrades Regulatory Support (2023 – 2028)**
In order to retrofit existing aeration basins, bypasses are required during the entire construction period. CONSULTANT shall, upon written direction by the City, prepare a

technical memo with figures and drawings explaining the bypasses, data and information documenting anticipated flows and water quality from the bypasses, and an explanation of the City's measures to maintain compliance during the bypasses.

**5.6 Salt Marsh Conversion Study (2027)**
CONSULTANT shall, upon written direction by the City, evaluate and document in a report the areas of brackish and freshwater marsh currently present in the surrounding areas of the RWQCP's discharge points. CONSULTANT shall utilize aerial photographs and infrared imaging in conjunction with limited ground-truthing to develop vegetation maps. CONSULTANT to update the existing Geographic Information System database with updated vegetation maps. CONSULTANT shall compare the results to previously conducted studies (1991, 1995, 2002, 2007, 2012, 2017, and 2022). This task does not include identification of the causes behind observed shifts in vegetation. *Refer to Attachment B-1 for a copy of the 2017 Salt Marsh Conversion Assessment and Monitoring Study* (2022 study is not yet available and will be made available to CONSULTANT prior to undertaking this task). Aerial and infrared imaging are to be run through this contract.

**6.0 Pretreatment Program Support (2023 – 2028)**
CONSULTANT shall, upon written direction by the City, conduct Pretreatment Program evaluations on topics including, but not limited to, the following: permit requirements, permit requirement interpretations, compliance/implementation plans, regional compliance strategies, analytical quality assurance procedures, analytical method development/specifications, and analytical laboratory analysis of provided samples. CONSULTANT shall, upon written direction by the City, assist the City with interpretation of future regulations and potential impacts to the City including, but not limited to composition of comment letters and discussions with regulators.

**6.1 Local Limits Evaluation (2024, and 2027)**
CONSULTANT shall, upon written direction by the City, conduct a Local Limits evaluation. CONSULTANT shall prepare a memorandum to evaluate recent monitoring data to determine if City's local limits are protecting the performance of the treatment plant and calculate maximum allowable headworks loadings. CONSULTANT shall provide at least one draft package for review by the City and incorporate feedback prior to finalization. CONSULTANT shall, upon written direction by the City, provide assistance as needed for any follow-up actions required on these Local Limits including but not limited to updates to the City's Sewer Use Ordinance and approvals from regulators.

**6.2 Collection System Chemical Root Control Evaluation (2025)**
CONSULTANT shall, upon written direction by the City, conduct an evaluation of chemical root control to include appropriate chemicals and associated application rates that can be used within the collection system with minimal impact to the downstream treatment plant. CONSULTANT shall prepare a memorandum summarizing results and submit to the City for their internal files.

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# EXHIBIT B
# SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the Project Managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed ("NTP") from the CITY.

| **Milestones** | **Date or Completion Number of Days(as specified below) from NTP** |
|---|---|
| 1. Work Plan Year 1 | 30 |
| 2. Work Plan Year 2 | 395 |
| 3. Work Plan Year 3 | 760 |
| 4. Work Plan Year 4 | 1,125 |
| 5. Work Plan Year 5 | 1,490 |
| 6. Submittal of Report of Waste Discharge to Regional Water Board | August 31, 2023 |

☐ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements. (This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

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# EXHIBIT C
# COMPENSATION

CITY agrees to compensate CONSULTANT for the Services performed in accordance with the terms and conditions of this Agreement, including Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4 of the Agreement), based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

## REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: travel, special equipment, laboratory work, aerial surveying, and other applicable direct costs up to the not-to-exceed amount of: **$60,000**.

A. Travel outside the San Francisco Bay Area, including transportation and meals, if specified as reimbursable, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

# EXHIBIT C-1
# SCHEDULE OF RATES

The hourly rates set forth below are applicable to calendar year 2022. In subsequent years, rates may be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable calendar year, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONSULTANT's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term, and in no event shall CPI rate adjustments cause the contract price to exceed the amount described in Section 4, "Not to Exceed Compensation".

CONSULTANT's schedule of rates is as follows:

## Rate Schedule

### Municipal Standard 2022

| STAFF TYPE | HOURLY RATE |
|---|---|
| Project Assistant | $120 |
| Billing Manager / Designer 1 / Graphic Artist / Graphics Manager / Marketing Assistant / Marketing Manager / Senior Accountant / Senior Project Assistant | $140 |
| Software Engineer 1 | $165 |
| Designer 2 | $170 |
| Designer 3 / Senior Software Developer | $175 |
| Engineer 1 / Geologist 1 / Planner 1 / Scientist 1 / Senior Designer / Technical Specialist 1 | $180 |
| Software Engineer 2 | $185 |
| Software Engineer 3 | $200 |
| Engineer 2 / Geologist 2 / Planner 2 / Scientist 2 / Technical Specialist 2 | $205 |
| Engineer 3 / Geologist 3 / Planner 3 / Scientist 3 / Technical Specialist 3 | $235 |
| Project Engineer 1 / Project Geologist 1 / Project Planner 1 / Project Scientist 1 / Project Specialist 1 / Project Technical Specialist 1 | $245 |
| Project Engineer 2 / Project Geologist 2 / Project Planner 2 / Project Scientist 2 / Project Specialist 2 / Project Technical Specialist 2 | $260 |
| Project Manager 1 / Technical Manager 1 | $280 |
| Project Manager 2 / Technical Manager 2 | $295 |
| Senior Project Manager / Senior Technical Manager | $315 |
| National Practice Leader / Senior Technical Practice Leader | $330 |

| EXPENSES | |
|---|---|
| Travel | $0.625 / mile |
| Other Direct Costs | At Cost Plus 10% |
| Subconsultants/Subcontractors | At Cost Plus 10% |

**NOTES**

Mileage rate will change as the federal allowable rate is modified.

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MIZUTANI ENVIRONMENTAL
5100-1B Clayton Road, PMB #129, Concord, California 94521 (925) 686-5533

## 2022 Fee Schedule

| | |
|---|---|
| Hourly Rate:<br>(Courtney Mizutani) | $227 |
| Other Direct Costs | at cost (no mark-up) |

Bay Area mileage included, out of area travel charges at cost
Mileage rate = $0.56/mile for out of area

INSIGNIA
ENVIRONMENTAL

## 2022 RATES & FEES

Inclusive of all overhead

| POSITION | HOURLY RATE |
|---|---|
| Principal | $250.00 |
| Director | $200.00 |
| Senior Planner | $170.00 |
| Senior GIS Specialist | $160.00 |
| Senior Biologist | $160.00 |
| Principal Investigator | $155.00 |
| Senior Archaeologist | $140.00 |
| Lead Planner | $135.00 |
| Lead GIS Specialist | $135.00 |
| Lead Biologist | $135.00 |
| Associate Storm Water Specialist | $135.00 |
| Associate Planner | $125.00 |
| Associate GIS Specialist | $125.00 |
| Associate Biologist | $125.00 |
| Planner | $110.00 |
| GIS Specialist | $110.00 |
| Biologist | $110.00 |
| Technical Editor | $95.00 |
| Administrative | $80.00 |
| Subconsultants and Vendors | Cost + 10% |
| Mileage | Current IRS Rate |

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RMA | RESOURCE MANAGEMENT ASSOCIATES

*Water Resources Engineering*

2023 Fee Schedule
For Professional Services

Resource Management Associates

| | Description | Hourly Rate |
|---|---|---|
| Labor | | |
| | Principal | $289.00 |
| | Program Manager | $247.00 |
| | Technical Manager | $247.00 |
| | Senior Water Resources Engineer | $219.00 |
| | Water Resources Engineer | $173.00 |
| | Junior Water Resources Engineer | $129.00 |
| | Senior Water Resources Specialist | $219.00 |
| | Water Resources Specialist | $173.00 |
| | Junior Water Resources Specialist | $129.00 |
| | Senior Software Programmer | $219.00 |
| | Software Programmer | $173.00 |
| | Junior Software Programmer | $129.00 |
| | Software QA/Control Engineer | $173.00 |
| | Senior QA/Control Engineer | $219.00 |
| | Software Technician | $99.00 |
| | Junior Technical Writer | $99.00 |
| | Office Manager | $109.00 |
| | Clerical | $87.00 |
| | | |
| Other Direct Costs | | |
| | Mileage | $58.5/mi |
| | Per Diem | Std. Gov't |
| | Materials fees & other ODC's | Cost+5% |
| | Special Services or equipment | Ind. Quote |
| | | |

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# EXHIBIT D
# INSURANCE REQUIREMENTS

CONSULTANTS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN.

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|---|---|---|---|---|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES<br>YES | WORKER'S COMPENSATION<br>EMPLOYER'S LIABILITY | STATUTORY<br>STATUTORY | STATUTORY | STATUTORY |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY & PROPERTY DAMAGE COMBINED. | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| YES | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY<br>- EACH PERSON<br>- EACH OCCURRENCE<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY AND PROPERTY DAMAGE, COMBINED | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| YES | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | $1,000,000 | |
| YES | **THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONSULTANT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.** | | |

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:**

**HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569**

**OR**

**HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP**

# City of Palo Alto

## City Council Staff Report

(ID # 14950)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

## Title: Approval of Professional Services Contract Amendment Number 2 with Buildingeye (S19174467) to add $123,410 for a Not-to-Exceed Amount of $353,410 and Extend the Contract for Two Years to Provide Visualization of Data for Building Permits, Planning Entitlements and Code Enforcement Activities

## From: City Manager

## Lead Department: Planning and Development Services

### Recommendation

Staff recommends that the City Council:

1. Authorize the City Manager to approve Amendment No. 2 to Contract S19174467 with Buildingeye, Inc. to add $123,410, which includes a 15% contingency for additional services in the amount of $16,097, for an amount not-to-exceed $353,410 and extend the contract through December 31, 2024.

### Background

The City has utilized Buildingeye, Inc. services for many years to provide visualization of data for projects going through building, planning and code enforcement data. Readers can access this service at the following website: https://paloalto.buildingeye.com/planning.

The existing platform, Buildingeye, communicates information through a mapping interface accessible to the public through any device (laptop, smartphone, etc.). It allows users to register for an email notification alert on new planning, building or code enforcement records created based on a neighborhood or a given radius around a chosen property. The map can be filtered in several ways including, but not limited to, filtering for a specific address, different application types, application submittal or case opened dates, and application or case status. The mapping interface is provided in three modules aligned with department functions such as planning entitlements, building permits and code enforcement cases and allows the user to view information and search for applications or cases in one map.

On December 16, 2019, City Council approved Amendment No. 1 to Contract S19174467 to add $179,250 and increase the not-to-exceed amount to $229,250 and extended the contract for

three years. The staff report, further background, and additional details can be found online.[1]

**Discussion**

Since 2014, BuildingEye has been a valued service by development stakeholders. The site sees an estimated number of 550 unique visitors per month. The mapping modules provide access to three areas of department functions: planning, building and code enforcement. The planning and building modules provide a user the ability to track a project from the planning entitlement process through the building permit and construction process all in one platform, and the code enforcement module allows visibility into ongoing or resolved code enforcement cases. The platform provides a public user access to up to five years of rolling data and information, and many of the City's webpages and forms refer to the service for the public to learn more information on projects and permit.

In 2018, the City entered into an agreement with Buildingeye, Inc. with the intent of combining the three modules into one contract to simplify the subscription renewal process and begin the process of creating an internal platform. In 2019, staff requested an amendment which enabled the City to continue its Buildingeye subscription until December 2022, providing the public uninterrupted service and including the ability to provide necessary enhancements or customization to the existing modules while the City pursues its Geographic Information System modernization project. However, the COVID-19 pandemic, a higher demand to support Online Permitting Services, data requests and projects, and a shortage in staffing resources diverted efforts from developing an internally managed platform, thus this extension and exemption from competitive solicitation is recommended.

A second contract amendment is necessary to continue providing service to the community while the department concurrently engages with the Information Technology Department on alignment of visual data applications under the modernized GIS. Under Palo Alto Municipal Code (PAMC) 2.30.360(b)(2), the City Manager has approved an exemption from competitive solicitation due to the impracticality to solicit for these services. Amendment No.2 will allow for a two-year extension and increase the NTE by $107,310 with a 15% contingency, for a total of $123,410. The contingency will support any unexpected data or system enhancements deemed necessary to continue this service. An extension of this contract will provide data transparency to the public, and staff anticipates this service to transition to an internal platform before the end of 2023 barring any delays on the City's full migration and transition to GIS.

**Resource Impact**

Funding for this service is available in the FY 2023 Adopted Operating Budget. Costs are offset by revenue from planning and permit fees.

**Environmental Review**

This project is exempt from environmental review under Section 15061 of the California

[1] City Council 12/16/2019, CMR ID #10774; https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2019/id-10774.pdf?t=53242.2

Environmental Quality Act Guidelines.

**Attachments:**

- **Attachment10.a:** Attachment A: Buildingeye Contract; S19174467 Amendment No. 2

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**AMENDMENT NO. 2 TO CONTRACT NO. S19174467**
**BETWEEN THE CITY OF PALO ALTO AND**
**BUILDINGEYE, INC.**

This Amendment No. 2 (this "Amendment") to Contract No. S19174467 (the "Contract" as defined below) is entered into as of December 12, 2022, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and BUILDINGEYE, INC., a Delaware corporation, located at 100 Pine Street, #1250, San Francisco, CA, 94111 ("CONTRACTOR"). CITY and CONTRACTOR are referred to collectively as the "Parties" in this Amendment.

**R E C I T A L S**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of visualization of data for projects going through or in the building, planning and code enforcement processes at the CITY and to communicate this information to citizens through a mapping interface,, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term by two years to December 31, 2024 and increase compensation by $123,410.00, from $230,000.00 to $353,410.00.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. **Definitions**. The following definitions shall apply to this Amendment:

a. **Contract**. The term "Contract" shall mean Contract No. S19174467 between CONSULTANT and CITY, dated January 15, 2019, as amended by:

Amendment No.1, dated December 16, 2019

b. **Other Terms**. Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 3. TERM of the Contract is hereby amended to read as follows:

"3. TERM
The term of this Agreement is from January 15, 2019 to December 31, 2024 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions."

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SECTION 3. Section 5. COMPENSATION FOR ORIGINAL TERM of the Contract is hereby amended to read as follows:

"5. COMPENSATION FOR ORIGINAL TERM CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

> A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to Exceed a total maximum compensation amount of Three Hundred Fifty Three Thousand, Four Hundred Ten Dollars ($353,410.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY."

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

a. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", AMENDED, REPLACES PREVIOUS.

b. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.

SECTION 5. **Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. **Incorporation of Recitals**. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(*SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE*.)

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

| **CITY OF PALO ALTO** | **BUILDINGEYE, INC.** |
|---|---|
| City Manager | **Officer 1** |
| APPROVED AS TO FORM: | By: DocuSigned by: Ronan Barrett BCE3CBE117B6449... |
| | Name: Ronan Barrett |
| | Title: President & CEO |
| City Attorney or designee | |

**Attachments**:
Exhibit "B" SCHEDULE OF PERFORMANCE, AMENDED, REPLACES PREVIOUS
Exhibit "C" COMPENSATION, AMENDED, REPLACES PREVIOUS

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**EXHIBIT "B"**
**SCHEDULE OF PERFORMANCE**
**(AMENDED, REPLACES PREVIOUS)**

CONSULTANT shall perform the Services to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

| **Task** | **Complete Days or Weeks from NTP** |
|---|---|
| 1. Integration for continuity of service | Daily |
| 2. Front-end design & Mapping Interface | Daily |
| 3. Filter tools | Daily |
| 4. Scorecard | Daily |
| 5. Email account / alerts | Daily |
| 6. Data supply | Daily |
| 7. Hosting | Daily |
| 8. Access to Source Data | Daily |

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**EXHIBIT "C"**
**COMPENSATION**
**(AMENDED, REPLACES PREVIOUS)**

CONSULTANT shall perform the tasks and categories of work as outlined in Exhibit A as budgeted below. CONSULTANT will provide all hosted services and professional services identified in Exhibit A. CITY agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant shall invoice the CITY for all fees covering the timeline and schedule below. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. City is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the term, unless otherwise agreed an increase of 5% is applied to each renewal.

| Module | Term | No. of Months | Amount |
|---|---|---|---|
| Building | September 2018 to December 2019 | 16 | $20,000.00 |
| Planning | November 2018 to December 2019 | 14 | $17,500.00 |
| Code Enforcement | March 2019 to December 2019 | 10 | $12,500.00 |
| **TOTAL:** | | | **$50,000.00** |

**Annual Subscription Fees**

| Description | Fee |
|---|---|
| buildingeye Module - Each | $15,000.00 / annual<br>$1,250 / month |

**EXTRA WORK** Extra work as directed and approved in advance by the CITY will be billed at CONSULTANT's standard rate for service, which is listed as follows:

| Description | Hourly Rate |
|---|---|
| Bespoke Development Services | $199.00 |

**ADDITIONAL SERVICES** Messaging capacity is limited to 50,000 messages. After the 50,000 limit is reached, the messaging frequency will be limited or an additional pre-approved charge for the additional capacity is as follows:

| Description | Cost |
|---|---|
| Each additional 10,000 messages | $19.00 |

**TERMS** In general, payment terms are NET 30 Days from date of signing/order/invoice, whichever is earlier.

*Vers.: Aug. 5, 2019*

**AMENDMENT ONE**

CONSULTANT shall perform the tasks and categories of work as outlined in Exhibit A as budgeted below. CONSULTANT will provide all hosted services and professional services identified in Exhibit A. CITY agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant shall invoice the CITY for all fees covering the timeline and schedule below. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. City is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the term, unless otherwise agreed an increase of 5% is applied to each renewal.

| Module | Term | No. of Months | Amount |
|---|---|---|---|
| Building | January 2020 to December 2022 | 36 | $49,750 (3 yrs Annual Subscription) |
| Planning | January 2020 to December 2022 | 36 | $49,750 (3 yrs Annual Subscription) |
| Code Enforcement | January2020 to December 2022 | 36 | $49,750 (3 yrs Annual Subscription) |
| **TOTAL:** | | | **$149,250.00** |

**ADDITIONAL SERVICES** Messaging capacity is limited to 50,000 messages. After the 50,000 limit is reached, the messaging frequency will be limited or an additional pre-approved charge for the additional capacity is as follows:

| Description | Cost |
|---|---|
| Each additional 10,000 messages | $20.00 |
| **Not to exceed Total:** | **$30,750.00** |

**Breakdown by year**

| Module | 2020 | 2021 | 2022 | Total Jan 2020 – Dec 2022 |
|---|---|---|---|---|
| Building | $15,750 | $16,500 | $17,500 | $49,750 |
| Planning | $15,750 | $16,500 | $17,500 | $49,750 |

*Vers.: Aug. 5, 2019*

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| | | | | |
|---|---|---|---|---|
| Code Enforcement | $15,750 | $16,500 | $17,500 | $49,750 |
| Additional Services | $10,250 | $10,250 | $10,250 | $30,750 |
| **TOTAL:** | $57,500 | $59,750 | $62,750 | **$180,000** |

**AMENDMENT TWO**

CONSULTANT shall perform the tasks and categories of work as outlined in Exhibit A as budgeted below. CONSULTANT will provide all hosted services and professional services identified in Exhibit A. CITY agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant shall invoice the CITY for all fees covering the timeline and schedule below. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. City is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the term, unless otherwise agreed an increase of 5% is applied to each renewal.

| Module | Term | No. of Months | Amount |
|---|---|---|---|
| Building | January 2023 to December 2024 | 24 | $35,770<br>(2 yrs Annual Subscription) |
| Planning | January 2023 to December 2024 | 24 | $35,770<br>(2 yrs Annual Subscription) |
| Code Enforcement | January 2023 to December 2024 | 24 | $35,770<br>(2 yrs Annual Subscription) |
| **TOTAL:** | | | **$107,310** |

**Annual Subscription Fees**

| Description | Fee |
|---|---|
| AgencyCounter Module - Each | $17,885.00 / annual<br>$1,490 / month |

**EXTRA WORK** Extra work as directed and approved in advance by the CITY will be billed at CONSULTANT's standard rate for service, which is listed as follows:

| Description | Hourly Rate |
|---|---|
| Project Management, Development, Service and Oversight – Blended Cost | $249.00 |

# City of Palo Alto

## City Council Staff Report

(ID # 15005)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Approval of Contract with Urban Rock Design (C23186954) not-to-exceed $99,000 for Public Art Associated with the Boulware Park Renovation and Expansion**

**From: City Manager**

**Lead Department: Community Services**

## Recommendation

Staff recommends that City Council approve a contract with Urban Rock Design (C23186954) for the design, fabrication, and delivery of artwork for Boulware Park in an amount not to exceed $99,000 for a term of three years.

## Background

The City of Palo Alto Public Art Program operates in accordance with Chapter 2.26 Visual Art in Public Places Policy of Palo Alto Municipal Code. The Municipal Percent for Art Policy specifies that the City will budget one percent (1%) of its construction costs to include public art for City capital improvement projects that have a visual impact on the surrounding environment by altering a site through new construction or reconstruction, at the initial stages of design, thereby ensuring that art elements become an integral part of the overall design.

In 2015, in order to strengthen its ongoing commitment to the City's municipal public art program, the Palo Alto City Council amended the Palo Alto Municipal Code to add Section 2.26.070 "Public Art for Municipal Projects" to Chapter 2.26 (Visual Art in Public Places). The Ordinance enhanced the funds available for public art and increased flexibility to provide art experiences that are timely and relevant throughout the community. According to the Ordinance, one percent (1%) of the City's annual Capital Improvement Program (CIP) budget devoted to public art is deposited into the Public Art Fund. Funds may be used at any appropriate site within Palo Alto for permanent or temporary public art projects. Additionally, funds from two or more CIP projects may be pooled to fund a single work of art.

The Boulware Park Renovation Capital Improvement Project was initially set up to focus improvements on the existing Boulware Park parcel. With the purchase of the Birch Street Property the scope of the park project has expanded to include this new parcel.

The City has coordinated a community-based design process on how to combine the two parcels and identify the park amenities to be included. For more information regarding the previously held community meetings and presentations to the Parks and Recreation Commission, visit the project website.

## Discussion

Public Art staff presented opportunities for public art integration into Boulware Park to the Public Art Commission (PAC) on August 18, 2022. The public art may be incorporated into:

1- Artist designed basketball court and backboards
2- Artistic elements integrated into the fence or railings of the park
3- Artwork in the ground plane paths and walkways
4- Artist designed seating
5- Creative playground elements
6- A mural on the new bathroom structure

The PAC was supportive of the opportunities and integration of art into the park and approved funds in the amount of $90,000 plus a ten percent contingency for the project. Public Art Staff attended the Parks and Recreation Commission (PRC) September 27, 2022 meeting to gather feedback from the PRC about public art for Boulware Park. The PRC was supportive of the opportunities presented for art integration and Commissioner Oche volunteered to participate in the selection process.

After gaining feedback from PAC and PRC, staff reached out to artists in Public Art's pre-qualified pool of artists who work in murals and functional sculpture or railing treatments to gauge their availability and interest in the project. Of the twenty-eight (28) artists that responded, staff chose twenty (20) artists that have experience in public art projects of this scale to move forward in the selection process. The artists' portfolios of work were presented to a diverse selection panel that included:

- Amber Morgan Smith – Artist, Ventura community member
- Ken Joye - Artist, Ventura community member
- Chandrika Marla - Artist, Cubberley Artist Studio Program participating artist
- Cynthia Cao - Artist, Public Art Administrator
- Joy Oche - Parks and Recreation Commissioner
- Hsinya Shen - Public Art Commissioner
- Peter Jensen - Staff Landscape Architect for the project

The selection panel recommended Urban Rock Design for the commission after considering their diverse portfolio of functional and interactive sculptures. The Public Art Commission approved Urban Rock Design as the project artist team at their November 17, 2022 meeting.

## Timeline

Urban Rock Design is expected to spend a few months on design development. The

conceptual design will be presented to the Public Art Commission for approval in Spring 2023, and the artwork will be delivered and installed according to the construction timeline, with an estimated completion in Fall of 2023.

## Resource Impact

The FY23 Adopted Capital Budget Art in Public Spaces Project (AC-86017) has sufficient funding for the cost of this contract.

## Stakeholder Engagement

Upon contract approval, staff will plan open community meetings with the artist to gather thoughts and feedback from the Ventura community regarding the site and history.

## Environmental Review

The project is categorically exempt from CEQA under regulation 15301 (existing facilities).

**Attachments:**

- **Attachment11.a:** ATTACHMENT A: Urban Rock Design Contract C23186954

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**CITY OF PALO ALTO CONTRACT NO: C23186954**

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND ARTIST RUSSELL ROCK dba URBAN ROCK DESIGN FOR PROFESSIONAL SERVICES (CONCEPT AND DESIGN DEVELOPMENT, FABRICATION, DELIVERY TO THE SITE AND PLACEMENT)**

This Agreement is entered into on this 12th of December, 2022, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and Russell Rock dba Urban Rock Design, located at 670 Moulton Ave, #7, Los Angeles, CA 90031-3472 ("ARTIST").

## RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to place and provide a work of art for Boulware Park located at 410 Fernando Road, Palo Alto, CA 94306 ("Art Work") and desires to engage an ARTIST to provide research, concept and design development, fabrication, delivery to the site, and placement onsite in connection with the Art Work (the "Services").

B. ARTIST has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Art Work and Services.

C. ARTIST was selected by a panel of art professionals and stakeholders from a pool of applicants, as the most qualified to design and fabricate the Art Work.

D. The source of funds for the Art Work and Services derives from funds made available from the City of Palo Alto's CIP funds identified through the Municipal Percent for Art Ordinance #5301.

E. CITY in reliance on these representations desires to engage ARTIST to provide the Art Work and Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

F. The Art Work is considered a permanent installation. "Permanent Installation" means a work of art in a public place intended to remain or remaining for one year or more after its completion by ARTIST, and has an expected lifespan for 10 years, provided, however, CITY may remove the Art Work in a accordance with CITY's De-Accessioning Policy or as described in Section 16 of this Agreement. Should any damage or impairment occur, CITY will attempt to contact ARTIST before taking further action.

G. CITY, through City's Public Art Program will accession the Art Work into the City's Collection of Public Art and own all right, title and interest in the Art Work.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

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# AGREEMENT

**SECTION 1. SCOPE OF SERVICES.** ARTIST shall perform the Services and provide the Art Work as described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services and provision of the Art Work shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.** The term of this Agreement shall be from the date of its full execution through December 30, 2025 unless terminated earlier pursuant to Section 23 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services and provision of the Art Work under this Agreement. ARTIST shall complete the Services and provide the Art Work within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by ARTIST in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the ARTIST. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of ARTIST.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to ARTIST for performance of the Services and provision of the Art Work described in Exhibit "C", including both payment for professional services and reimbursable expenses, shall not exceed Ninety Thousand Dollars ($90,000.00).

In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall come out of contingency fund and not exceed 10% ($9,000). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION SCHEDULE", which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". ARTIST shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Art Work, but which is not included within the Scope of Services, described in Exhibit "A".

ARTIST acknowledges that CITY desires that the Art Work, including its conceptual design and content be unique. ARTIST agrees to not duplicate the Art Work without the express written consent of CITY.

**SECTION 5. INVOICES.** In order to request payment, ARTIST shall submit invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the ARTIST's payment schedule (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in ARTIST's payment requests shall be subject to verification by CITY. ARTIST shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

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**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services and the provision of Art Work shall be performed by ARTIST or under ARTIST's supervision. ARTIST represents that it possesses the professional and technical personnel necessary to perform the Services and provide the Art Work required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. ARTIST represents that it, its employees and subcontractors, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the Services and the Art Work to be furnished by ARTIST under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** ARTIST shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the performance of the Services and the provision of Art Work or those engaged to perform Services under this Agreement. ARTIST shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services and provision of the Art Work.

**SECTION 8. ERRORS/OMISSIONS.** ARTIST shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to ARTIST. If ARTIST has prepared plans and specifications or other design documents to construct and install the Art Work, ARTIST shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction and installation of the Art Work. This obligation shall survive termination of the Agreement.

**SECTION 9.** *Left blank by agreement of the parties.*

**SECTION 10. INDEPENDENT CONTRACTOR**. It is understood and agreed that in performing the Services under this Agreement ARTIST, and any person employed by or contracted with ARTIST to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of ARTIST are material considerations for this Agreement. ARTIST shall not assign or transfer any interest in this Agreement nor the performance of any of ARTIST's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING**

ARTIST shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

ARTIST shall be responsible for directing the work of any sub-CONTRACTORs and for any compensation due to sub-CONTRACTORs. CITY assumes no responsibility whatsoever concerning compensation. ARTIST shall be fully responsible to CITY for all acts and omissions of a sub-CONTRACTOR. ARTIST shall change or add sub-CONTRACTORs only with the prior approval of the city manager or his designee.

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**SECTION 13. PROJECT MANAGEMENT**. ARTIST will serve as the project manager with supervisory responsibility for the performance, progress, and execution of the Services and provision of the Art Work. If circumstances cause the substitution of key personnel for any reason, the appointment of substitute personnel will be subject to the prior written approval of the CITY's project manager. ARTIST, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's Project Manager is Elise DeMarzo, Public Art Program Director, Division of Arts & Sciences, Community Services Department, 1313 Newell Road, Palo Alto, CA 94303, phone: 650-617-3517. The CITY may designate an alternate project manager from time to time.

**SECTION 14. PROPERTY RIGHTS IN ART WORK; VARA WAIVER.**

14.1. CITY commissions ARTIST to design and create a work of art (the "Art Work") to be displayed at a location in Palo Alto, as determined by CITY, acting in its sole discretion. Subject to the rights granted by ARTIST to CITY, as described below, and in consideration of the substantial compensation that CITY will pay to ARTIST for the Art Work, CITY acquires all right, title an interest in the Art Work, and ARTIST retains all copyrights in the Art Work that ARTIST will deliver to CITY under this Agreement.

14.2. ARTIST grants to CITY a non-exclusive, royalty-free, irrevocable license to do the following with respect to the Art Work, in whatever media, including, without limitation, digital and electronic media, that now or hereafter are known: (A) use and display the Art Work; (B) make and distribute, and authorize the making and distribution of, two-dimensional images and reproductions of the Art Work; (C) use any images and reproductions for City-related purposes, including, without limitation, advertising-, branding-, education-, information-, promotion- and publicity-related materials; and (D) sublicense the rights granted herein to third parties to fulfill the public art purposes of the City's commissioning of the Art Work.

CITY will make reasonable efforts to include ARTIST's name and the name of the Art Work on all reproductions, including, without limitation, electronic or digital reproduction.

14.3. With respect to the Art Work, ARTIST waives any and all claims, arising at any time against CITY, its elected and appointed officials, officers, employees, agents and representatives, that may be grounded in any federal law, including, without limitation, the Visual Artists Rights Act (17 U.S.C. §106A). California law, including, without limitation, the California Art Preservation Act (Cal. Civil Code §987 *et seq*.), or local law that may relate to the moral rights of ARTIST or protection of the integrity of the Art Work.

**SECTION 15. ARTIST'S WARRANTY**

ARTIST represents and warrants that:

15.1. Prior to transfer of title of the Art Work to the City, ARTIST is the sole and absolute owner of the Art Work, the copyrights pertaining to the Art Work, and all the rights associated or relating to it.

15.2. ARTIST has not previously sold, assigned, licensed, granted, encumbered, or utilized the Art Work or any element thereof, in any manner which may affect or impair the rights granted pursuant to this Agreement including without limited to, inhibiting the CITY's ability to show

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the work, reproduce the Art Work as defined in Section 22, or maintain/conserve the work into the future.

15.3. All Art Work created by ARTIST under this Agreement, whether created by ARTIST alone or in collaboration with others, is wholly original and does not infringe upon or violate the rights of any third party.

15.4. ARTIST has acquired all rights to any third party software or other component of the Art Work necessary for the operation and display of the Art Work.

15.5. ARTIST has the full power to enter into and perform this Agreement and to grant the rights contained in this Agreement.

15.6. ARTIST warrants that the Art Work is the result of the artistic efforts of ARTIST and that it will be delivered full and clear of any liens, claims and encumbrances of any type.

15.7. These representations and warranties shall survive the termination or other extinction of this Agreement.

**SECTION 16. FUTURE MODIFICATION OR RELOCATION**

16.1. CITY has the right to remove the Art Work from the Site at any time. In addition, in the event that any element of the Art Work constitutes a public safety hazard, CITY has the right to remove the element posing the public safety hazard.

16.2. Except to the extent permitted by subsection A above, CITY agrees not to intentionally modify the Art Work without first obtaining ARTIST's written consent.

16.3. CITY shall have the right to donate or sell the Art Work at any time. Before exercising this right, CITY, by written notice to ARTIST at ARTIST's last known address, agrees to give ARTIST the opportunity to purchase the Art Work for the greater of the Total Not to Exceed Compensation in Section 4 above or the amount of any offer which CITY has received for the purchase of the Art Work, plus all costs associated with the removal of the Art Work from the Site, clean-up of the Site and delivery to ARTIST. ARTIST shall have thirty (30) days from the date of CITY's notice to exercise the option to purchase the Art Work.

16.4. Without limitation of CITY's rights under Section 16 it is CITY's practice to notify and consult with the ARTIST before intentionally moving, relocating or removing artwork. If, after the initial discussion, ARTIST and CITY do not reach a mutually agreeable decision regarding relocation or modification of the Art Work, or do not agree upon compensation to ARTIST for providing ARTIST's input on proposed relocation or modification, CITY may take such actions as CITY deems necessary in management of the Art Work, and no further agreement or compensation is due to ARTIST.

16.5. Notwithstanding the foregoing, whether or not CITY notified or consulted with ARTIST, if CITY removes, relocates, or modifies the Art Work without ARTIST's prior written consent, CITY shall not be liable to ARTIST for damages. Under such circumstances, if ARTIST objects to the modification or new location, then (i) CITY may restore the Art Work or replace the Art Work to its original location, or (ii) if the CITY does not restore the Art Work or to relocate the Art Work to the original location, ARTIST may request that ARTIST's association with Art

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Work be severed. In either event, CITY shall have no further obligation or liability to ARTIST.

16.6. If CITY moves the Art Work from its originally installed location without ARTIST's oversight, ARTIST shall not be held responsible for the structural integrity or safety of the Art Work to the extent that CITY's action impaired the structural integrity or safety of the Art Work, nor shall ARTIST be held responsible for code compliance of the Art Work in the new location.

16.7. ARTIST's rights under this Agreement cease with ARTIST's death and do not extend to ARTIST's heirs, successors or assigns.

**SECTION17. MAINTENANCE**

17.1. MAINTENANCE, REPAIRS AND RESTORATION

As a condition of and prior to final acceptance of the Art Work, ARTIST shall supply CITY with written maintenance instructions. During ARTIST's lifetime, ARTIST shall supply, at no charge, advice as to problems arising in relation to maintenance of the Art Work.

CITY shall have the right to determine, after consultation with ARTIST and a professional conservator, when and if repairs and restorations to the Art Work will be made. It is the policy of CITY to consult with ARTIST regarding repairs and restoration which are undertaken during ARTIST's lifetime when that is practicable. CITY shall make every reasonable effort to consult with ARTIST and a professional conservator in all matters concerning repairs and restoration of the work. In the event that CITY makes repairs or restoration not approved by ARTIST, ARTIST shall have the right, at ARTIST's sole option, to have ARTIST's association with Art Work severed.

17.2. STANDARDS OF REPAIRS AND RESTORATION

All repairs and restorations, whether performed by ARTIST, CITY, or by third parties responsible to ARTIST or CITY, shall be made in accordance with professionally recognized principles of conservation of artworks and in accordance with the maintenance instructions provided to CITY by ARTIST.

**SECTION 18. OWNERSHIP OF MATERIALS.** Upon delivery, all work products, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use.

**SECTION 19. AUDITS.** ARTIST will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, ARTIST's records pertaining to matters covered by this Agreement. ARTIST further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 20. INDEMNITY**. 20.1. To the fullest extent permitted by law, ARTIST shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney fees, expert fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by ARTIST, its officers, employees, agents or contractors under this

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Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

20.2. Notwithstanding the above, nothing in this Section 20 shall be construed to require ARTIST to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.
20.3. The acceptance of ARTIST's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 20 shall survive the expiration or early termination of this Agreement.

**SECTION 21. WAIVERS**.
The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 22. INSURANCE**.
22.1. ARTIST, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". ARTIST and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

22.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of ARTIST retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

22.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to ARTIST, ARTIST shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the ARTIST's receipt of such notice. ARTIST shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

22.4. The procuring of such required policy or policies of insurance will not be construed to limit ARTIST's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, ARTIST will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

**SECTION 23. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**
23.1. The City Manager may suspend the performance of the Agreement, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice

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thereof to ARTIST. Upon receipt of such notice, ARTIST will immediately discontinue its performance of the Agreement.

23.2. ARTIST may terminate this Agreement or suspend its performance by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

23.3. Upon such suspension or termination, ARTIST shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by ARTIST or its contractors, if any, or given to ARTIST or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY. Except to the extent authorized in writing by ARTIST, CITY shall not fabricate or install a work of art based on ARTIST's studies, sketches, drawings, computations or other data.

23.4. Upon such suspension or termination by CITY, ARTIST will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by ARTIST, CITY will be obligated to compensate ARTIST only for that portion of ARTIST's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

23.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 24. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Public Art Program Manager

Public Art Program
City of Palo Alto
1313 Newell Road
Palo Alto, CA 94303

To ARTIST: Attention of the project director
at the address of ARTIST recited above

**SECTION 25. CONFLICT OF INTEREST.**

25.1. In accepting this Agreement, ARTIST covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any

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manner or degree with the performance of the Services.

25.2. ARTIST further covenants that, in the performance of this Agreement, it will not employ sub-ARTISTs, contractors or persons having such an interest. ARTIST certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

**SECTION 26. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, ARTIST certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. ARTIST acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 27. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** ARTIST shall comply with the City's Environmentally Preferred Purchasing policies which are available at the City's Purchasing Department, incorporated by reference and may be amended from time to time. ARTIST shall comply with waste reduction, reuse, recycling and disposal requirements of the City's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, ARTIST shall comply with the following zero waste requirements:

- All printed materials provided by ARTIST to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by ARTIST on behalf of the City shall be purchased in accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the ARTIST, at no additional cost to the City, for reuse or recycling. ARTIST shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 28. NON-APPROPRIATION**

28.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

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**SECTION 29. MISCELLANEOUS PROVISIONS.**

29.1. This Agreement will be governed by the laws of the State of California.

29.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.
29.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

29.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

29.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, ARTIST's heirs, successors, executors, administrators, and assignees.

29.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

29.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

29.8 If, pursuant to this contract with ARTIST, City shares with ARTIST personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), ARTIST shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. ARTIST shall not use Personal Information for direct marketing purposes without City's express written consent.

29.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

29.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

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**CITY OF PALO ALTO**

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney or designee

**RUSSELL ROCK dba URBAN ROCK DESIGN**

DocuSigned by:
By: Russell Rock
97ADD828DE69462...

Name: Russell Rock

Title: Principal

Attachments:

| | |
|---|---|
| EXHIBIT "A": | SCOPE OF SERVICES |
| EXHIBIT "B": | SCHEDULE OF PERFORMANCE |
| EXHIBIT "C": | COMPENSATION |
| EXHIBIT "D": | INSURANCE REQUIREMENTS |

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# EXHIBIT "A"
# SCOPE OF SERVICES

## BACKGROUND

The purpose of this agreement is to outline the scope of work for the design and fabrication of original artwork integrated into Boulware Park, located at 410 Fernando Ave, Palo Alto, CA, as part of the Boulware Park Renovation Capital Improvement Project.

## PROJECT DESCRIPTION

The agreement scope will include three phases: research and design development (I), fabrication (II), and delivery and integration to the site (III). The Artist will work in collaboration with the City staff and design team through all three phases. Phases II and III will commence only upon the final approval of artwork design and budget by the Public Art Commission. The artwork will be impactful, durable, and appropriate to the nature and use of this neighborhood public park, and relevant to the site, neighborhood, and south Palo Alto communities. The lifespan of the artwork is expected to be no less than ten (10) years.

## SCOPE OF WORK

Phase I: Research and Design Development Phase

- Travel to Palo Alto to meet with City staff and project design team to learn about the site and its amenities, become better acquainted with the site and scope of the Park Renovation project.
- Identify appropriate opportunities for the integration of original artwork at the site. Identify onsite needs to support the artwork installation and continued use in order to leverage the existing infrastructure and maximize the impact of the identified project budget.
- Plan and conduct a minimum of one community meeting to gather public input to facilitate concept development. Conduct necessary research to learn about the park, surrounding neighborhoods, and communities / park users.
- Submit concept design to Public Art staff prior to review by design team and the Public Art Commission. Make refinements as needed.
- Final approval of artwork design by the Public Art Commission and revision of design if needed.

Phase II: Fabrication

- Provide Construction Documentation of finalized detailed budget and stamped S.E. drawings (if needed) to the City Staff. Provide final estimates, material samples and material safety data info from fabricator.
- Oversee all aspects of fabrication, final inspection and touch ups.
- Work with Public Art Program staff to coordinate the installation of any infrastructure to be placed on site prior to the installation of artwork.

Phase III: Delivery and Placement Oversight on site

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- Option 1: Artist to travel to Palo Alto to oversee the placement of artwork including but not limited to crating & transportation to site, preparation and clean-up, placement and testing on site.
- Option 2: If Artist does not travel on site: oversee secure crating and shipment to site, provide detailed instructions for installation and on-site tests, including hiring a qualified subcontractor to oversee the placement.
- Provide digital file & As-Built drawings.
- Provide maintenance and care instructions for Public Art Program staff.

**Responsibilities of City of Palo Alto**

- Facilitate meetings with stakeholder groups, relevant staff and the Public Art Commission.
- Coordinate communication and supply drawings as needed for detailed design development.
- Produce and install an identification plaque for the artwork.

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**EXHIBIT "B"**
**SCHEDULE OF PERFORMANCE**

ARTIST shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for ARTIST and CITY so long as all work is completed within the term of the Agreement. ARTIST shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

**TIMELINE - TASK:**

**December 2022** - Contract signed
**January 2023 – March 2023** – Research, stakeholder and community meetings, and conceptual design development
**March 2023 – May 2023-** Design artwork
**May 2023 -** Approval of artwork design by the Public Art Commission
**May 2023 – September 2023 –** Fabrication of artwork, coordination of installation needs and logistics with City staff. Installation onsite.

Exact timeline for the installation of artwork onsite will be coordinated with the Boulware Park construction schedule.

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**EXHIBIT "C"**
**COMPENSATION**

The compensation to be paid to ARTIST under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed $90,000. ARTIST agrees to complete all Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall come out of contingency fund and not exceed 10% ($9,000). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

**BUDGET**
$90,000 inclusive of all artist fees, and exclusive of $9,000 Additional Services.

**COMPENSATION SCHEDULE:**
20% - upon signing the contract by the ARTIST and CITY

30% - upon final approval of artwork design by the Public Art Commission and approval to proceed with fabrication by City staff

20% - upon the Artist's notice about the fabrication status where the artwork is at the 50% completion checkpoint (documentation provided).

20% - after fabrication and testing at artist's studio (if appropriate) is complete, artwork is scheduled to be installed.

10% after completion of delivery and installation of artwork, and submission of maintenance and care instructions for Public Art Program staff.

**ADDITIONAL SERVICES**

ARTIST shall provide additional services only by advanced, written authorization from the CITY. ARTIST, at CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and ARTIST's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by CITY's project manager and ARTIST prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

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**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse ARTIST for the following reimbursable expenses at cost. Expenses for which ARTIST shall be reimbursed are: N/A

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $0 shall be approved in advance by the CITY's project manager.

# EXHIBIT "D"
# INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|---|---|---|---|---|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES<br>YES | WORKER'S COMPENSATION<br>EMPLOYER'S LIABILITY | STATUTORY<br>STATUTORY | | |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY & PROPERTY DAMAGE COMBINED. | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| YES | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY<br>- EACH PERSON<br>- EACH OCCURRENCE<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY AND PROPERTY DAMAGE, COMBINED | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| YES | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | $1,000,000 | |
| YES | **THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBARTISTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.** | | |

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. <u>PRIMARY COVERAGE</u>

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

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B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**PUBLIC ART PROGRAM**
**CITY OF PALO ALTO**
**1305 MIDDLEFILED RD**
**PALO ALTO, CA 94303**

# City of Palo Alto

## City Council Staff Report

(ID # 15033)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Adoption of Updated Salary Schedules for Limited Hourly (HRLY) and Service Employee International Union Hourly (SEIU-H) Employee Groups in Accordance with the City of Palo Alto Minimum Wage Ordinance**

**From: City Manager**

**Lead Department: Human Resources**

### Recommendation

Staff recommends that Council adopt updated salary schedules for both the Limited Hourly (HRLY) and Service Employees International Union (SEIU-H) hourly employee group.

### Background/Discussion

The minimum wage requirement set forth in Palo Alto's Minimum Wage Ordinance applies to all employees who work two (2) hours per week within Palo Alto. Each year after 2019 the City adjusts the minimum wage based on the U.S. Department of Labor's Regional Consumer Price Index.

Effective January 1, 2023, the minimum wage rate for the City of Palo Alto is $17.25 per hour. The City's Minimum Wage webpage has helpful information for local businesses:
https://www.cityofpaloalto.org/Business/Business-Resources/Minimum-Wage

The January 1, 2023 minimum wage requires adjustment to the starting/minimum salary of some of the City's temporary hourly positions, as shown in the attached salary schedule.

This action is required to maintain compliance, as an employer, with the City's Minimum Wage Ordinance.

### Resource Impact

The minimum wage adjustments for SEIU-H and Limited HRLY are minimal and will be absorbed in the operating departments' budgets in the current year. Staff will include these increases in the development of the FY 2024 Budget.

## Stakeholder Engagement

The City has notified the impacted employee groups of these changes to maintain compliance with the minimum wage ordinance. In addition, information on the January 2023 minimum wage has been publicized since October 2022 for local businesses.

## Environmental Impact

Approval of the minimum wage adjustments does not require review under the California Environmental Quality Act ("CEQA") because this is not a project under CEQA.

## Attachments:

A. Limited Hourly Salary Schedule effective 1-01-23
B. SEIU – Hourly Salary Schedule effective 1-01-23

**Attachments:**

- **Attachment12.a:** Attachment A: Limited Hourly (HRLY) Salary Schedule 1.1.2023_ Minimum Wage 2023
- Attachment12.b: Attachment B: SEIU-H Salary Schedule 1.1.2023_Minimum Wage 2023

# Limited Hourly Group Salary Schedule

| Job Code | FLSA | Job Title | Step | Effective upon Council adoption | Effective 7/1/2018 | Effective 1/1/2019 (Min Wage) | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage) | Effective 7/1/2020 | Effective 1/1/2022 (Min Wage) | Effective 6/18/2022 | Effective 1/1/2023 (Min Wage) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 910 | Non-exempt | Administrative Specialist I | 1 | $22.24 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $23.41 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $24.64 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $25.94 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $27.31 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |
| 913 | Non-exempt | Administrative Specialist II | 1 | $26.55 | $28.04 | $28.04 | $28.75 | $28.75 | $29.33 | $29.33 | $30.50 | $30.50 |
| | | | 2 | $27.95 | $29.52 | $29.52 | $30.26 | $30.26 | $30.87 | $30.87 | $32.10 | $32.10 |
| | | | 3 | $29.42 | $31.07 | $31.07 | $31.85 | $31.85 | $32.49 | $32.49 | $33.79 | $33.79 |
| | | | 4 | $30.97 | $32.70 | $32.70 | $33.53 | $33.53 | $34.20 | $34.20 | $35.57 | $35.57 |
| | | | 5 | $32.60 | $34.42 | $34.42 | $35.29 | $35.29 | $36.00 | $36.00 | $37.44 | $37.44 |
| 915 | Non-exempt | Assistant Park Ranger | 1 | $22.24 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $23.41 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $24.64 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $25.94 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $27.31 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |
| 916 | Non-exempt | Building Service Person | 1 | $20.54 | $21.70 | $21.70 | $22.24 | $22.24 | $22.69 | $22.69 | $23.59 | $23.59 |
| | | | 2 | $21.62 | $22.84 | $22.84 | $23.41 | $23.41 | $23.88 | $23.88 | $24.83 | $24.83 |
| | | | 3 | $22.76 | $24.04 | $24.04 | $24.64 | $24.64 | $25.14 | $25.14 | $26.14 | $26.14 |
| | | | 4 | $23.96 | $25.30 | $25.30 | $25.94 | $25.94 | $26.46 | $26.46 | $27.52 | $27.52 |
| | | | 5 | $25.22 | $26.63 | $26.63 | $27.30 | $27.30 | $27.85 | $27.85 | $28.97 | $28.97 |
| 917 | Non-exempt | Clerical Assistant | 1 | $18.01 | $19.03 | $19.03 | $19.50 | $19.50 | $19.90 | $19.90 | $20.69 | $20.69 |
| | | | 2 | $18.96 | $20.03 | $20.03 | $20.53 | $20.53 | $20.95 | $20.95 | $21.78 | $21.78 |
| | | | 3 | $19.96 | $21.08 | $21.08 | $21.61 | $21.61 | $22.05 | $22.05 | $22.93 | $22.93 |
| | | | 4 | $21.01 | $22.19 | $22.19 | $22.75 | $22.75 | $23.21 | $23.21 | $24.14 | $24.14 |
| | | | 5 | $22.12 | $23.36 | $23.36 | $23.95 | $23.95 | $24.43 | $24.43 | $25.41 | $25.41 |
| 918 | Non-exempt | Custodial Aide | 1 | $14.56 | $15.39 | $15.39 | $15.78 | $15.78 | $16.09 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $15.33 | $16.20 | $16.20 | $16.61 | $16.61 | $16.94 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $16.14 | $17.05 | $17.05 | $17.48 | $17.48 | $17.83 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $16.99 | $17.95 | $17.95 | $18.40 | $18.40 | $18.77 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $17.88 | $18.89 | $18.89 | $19.37 | $19.37 | $19.76 | $20.19 | $21.00 | $21.19 |
| 919 | Non-exempt | Custodial Assistant | 1 | $17.03 | $17.97 | $17.97 | $18.44 | $18.44 | $18.81 | $18.81 | $19.57 | $19.57 |
| | | | 2 | $17.93 | $18.92 | $18.92 | $19.41 | $19.41 | $19.80 | $19.80 | $20.60 | $20.60 |
| | | | 3 | $18.87 | $19.92 | $19.92 | $20.43 | $20.43 | $20.84 | $20.84 | $21.68 | $21.68 |
| | | | 4 | $19.86 | $20.97 | $20.97 | $21.50 | $21.50 | $21.94 | $21.94 | $22.82 | $22.82 |
| | | | 5 | $20.90 | $22.07 | $22.07 | $22.63 | $22.63 | $23.09 | $23.09 | $24.02 | $24.02 |

# Limited Hourly Group Salary Schedule

| Job Code | FLSA | Job Title | Step | Effective upon Council adoption | Effective 7/1/2018 | Effective 1/1/2019 (Min Wage) | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage) | Effective 7/1/2020 | Effective 1/1/2022 (Min Wage) | Effective 6/18/2022 | Effective 1/1/2023 (Min Wage) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 920 | Non-exempt | House Manager | 1 | $16.74 | $17.68 | $17.68 | $18.14 | $18.14 | $18.50 | $18.50 | $19.24 | $19.24 |
| | | | 2 | $17.62 | $18.61 | $18.61 | $19.09 | $19.09 | $19.47 | $19.47 | $20.25 | $20.25 |
| | | | 3 | $18.55 | $19.59 | $19.59 | $20.09 | $20.09 | $20.49 | $20.49 | $21.32 | $21.32 |
| | | | 4 | $19.53 | $20.62 | $20.62 | $21.15 | $21.15 | $21.57 | $21.57 | $22.44 | $22.44 |
| | | | 5 | $20.56 | $21.71 | $21.71 | $22.26 | $22.26 | $22.71 | $22.71 | $23.62 | $23.62 |
| 921 | Non-exempt | Instructor Aide | 1 | $13.50 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.20 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $14.94 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $15.72 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $16.54 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 922 | Non-exempt | Instructor I | 1 | $21.02 | $22.21 | $22.21 | $22.76 | $22.76 | $23.22 | $23.22 | $24.16 | $24.16 |
| | | | 2 | $22.13 | $23.38 | $23.38 | $23.96 | $23.96 | $24.44 | $24.44 | $25.43 | $25.43 |
| | | | 3 | $23.29 | $24.61 | $24.61 | $25.22 | $25.22 | $25.73 | $25.73 | $26.77 | $26.77 |
| | | | 4 | $24.52 | $25.90 | $25.90 | $26.55 | $26.55 | $27.08 | $27.08 | $28.18 | $28.18 |
| | | | 5 | $25.81 | $27.26 | $27.26 | $27.95 | $27.95 | $28.51 | $28.51 | $29.66 | $29.66 |
| 923 | Non-exempt | Instructor II | 1 | $25.60 | $27.03 | $27.03 | $27.71 | $27.71 | $28.26 | $28.26 | $29.41 | $29.41 |
| | | | 2 | $26.95 | $28.45 | $28.45 | $29.17 | $29.17 | $29.75 | $29.75 | $30.96 | $30.96 |
| | | | 3 | $28.37 | $29.95 | $29.95 | $30.70 | $30.70 | $31.32 | $31.32 | $32.59 | $32.59 |
| | | | 4 | $29.86 | $31.53 | $31.53 | $32.32 | $32.32 | $32.97 | $32.97 | $34.30 | $34.30 |
| | | | 5 | $31.43 | $33.19 | $33.19 | $34.02 | $34.02 | $34.71 | $34.71 | $36.10 | $36.10 |
| 982 | Non-exempt | Instructor III | 1 | $29.46 | $31.12 | $31.12 | $31.89 | $31.89 | $32.54 | $32.54 | $33.85 | $33.85 |
| | | | 2 | $31.01 | $32.76 | $32.76 | $33.57 | $33.57 | $34.25 | $34.25 | $35.63 | $35.63 |
| | | | 3 | $32.64 | $34.48 | $34.48 | $35.34 | $35.34 | $36.05 | $36.05 | $37.50 | $37.50 |
| | | | 4 | $34.36 | $36.29 | $36.29 | $37.20 | $37.20 | $37.95 | $37.95 | $39.47 | $39.47 |
| | | | 5 | $36.17 | $38.20 | $38.20 | $39.16 | $39.16 | $39.95 | $39.95 | $41.55 | $41.55 |
| 924 | Non-exempt | Librarian | 1 | $27.03 | $28.56 | $28.56 | $29.26 | $29.26 | $29.86 | $29.86 | $31.05 | $31.05 |
| | | | 2 | $28.45 | $30.06 | $30.06 | $30.80 | $30.80 | $31.43 | $31.43 | $32.68 | $32.68 |
| | | | 3 | $29.95 | $31.64 | $31.64 | $32.42 | $32.42 | $33.08 | $33.08 | $34.40 | $34.40 |
| | | | 4 | $31.53 | $33.30 | $33.30 | $34.13 | $34.13 | $34.82 | $34.82 | $36.21 | $36.21 |
| | | | 5 | $33.19 | $35.05 | $35.05 | $35.93 | $35.93 | $36.65 | $36.65 | $38.12 | $38.12 |
| 925 | Non-exempt | Library Clerk | 1 | $20.13 | $21.26 | $21.26 | $21.79 | $21.79 | $22.24 | $22.24 | $23.13 | $23.13 |
| | | | 2 | $21.19 | $22.38 | $22.38 | $22.94 | $22.94 | $23.41 | $23.41 | $24.35 | $24.35 |
| | | | 3 | $22.30 | $23.56 | $23.56 | $24.15 | $24.15 | $24.64 | $24.64 | $25.63 | $25.63 |
| | | | 4 | $23.47 | $24.80 | $24.80 | $25.42 | $25.42 | $25.94 | $25.94 | $26.98 | $26.98 |
| | | | 5 | $24.71 | $26.10 | $26.10 | $26.76 | $26.76 | $27.30 | $27.30 | $28.40 | $28.40 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 930 | Non-exempt | Library Page | 1 | $13.50 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.20 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $14.94 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $15.72 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $16.54 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 935 | Non-exempt | Maintenance Assistant | 1 | $16.20 | $17.10 | $17.10 | $17.54 | $17.54 | $17.90 | $17.90 | $18.61 | $18.61 |
| | | | 2 | $17.05 | $18.00 | $18.00 | $18.46 | $18.46 | $18.84 | $18.84 | $19.59 | $19.59 |
| | | | 3 | $17.95 | $18.95 | $18.95 | $19.43 | $19.43 | $19.83 | $19.83 | $20.62 | $20.62 |
| | | | 4 | $18.89 | $19.95 | $19.95 | $20.45 | $20.45 | $20.87 | $20.87 | $21.71 | $21.71 |
| | | | 5 | $19.88 | $21.00 | $21.00 | $21.53 | $21.53 | $21.97 | $21.97 | $22.85 | $22.85 |
| 936 | Non-exempt | Open Space Technician | 1 | $16.20 | $17.10 | $17.10 | $17.54 | $17.54 | $17.90 | $17.90 | $18.61 | $18.61 |
| | | | 2 | $17.05 | $18.00 | $18.00 | $18.46 | $18.46 | $18.84 | $18.84 | $19.59 | $19.59 |
| | | | 3 | $17.95 | $18.95 | $18.95 | $19.43 | $19.43 | $19.83 | $19.83 | $20.62 | $20.62 |
| | | | 4 | $18.89 | $19.95 | $19.95 | $20.45 | $20.45 | $20.87 | $20.87 | $21.71 | $21.71 |
| | | | 5 | $19.88 | $21.00 | $21.00 | $21.53 | $21.53 | $21.97 | $21.97 | $22.85 | $22.85 |
| 937 | Non-exempt | Print Shop Assistant | 1 | $20.13 | $21.26 | $21.26 | $21.79 | $21.79 | $22.24 | $22.24 | $23.13 | $23.13 |
| | | | 2 | $21.19 | $22.38 | $22.38 | $22.94 | $22.94 | $23.41 | $23.41 | $24.35 | $24.35 |
| | | | 3 | $22.30 | $23.56 | $23.56 | $24.15 | $24.15 | $24.64 | $24.64 | $25.63 | $25.63 |
| | | | 4 | $23.47 | $24.80 | $24.80 | $25.42 | $25.42 | $25.94 | $25.94 | $26.98 | $26.98 |
| | | | 5 | $24.71 | $26.10 | $26.10 | $26.76 | $26.76 | $27.30 | $27.30 | $28.40 | $28.40 |
| 938 | Non-exempt | Project Construction Inspector | 1 | $29.12 | $30.76 | $30.76 | $31.52 | $31.52 | $32.17 | $32.17 | $33.46 | $33.46 |
| | | | 2 | $30.65 | $32.38 | $32.38 | $33.18 | $33.18 | $33.86 | $33.86 | $35.22 | $35.22 |
| | | | 3 | $32.26 | $34.08 | $34.08 | $34.93 | $34.93 | $35.64 | $35.64 | $37.07 | $37.07 |
| | | | 4 | $33.96 | $35.87 | $35.87 | $36.77 | $36.77 | $37.52 | $37.52 | $39.02 | $39.02 |
| | | | 5 | $35.75 | $37.76 | $37.76 | $38.71 | $38.71 | $39.49 | $39.49 | $41.07 | $41.07 |
| 939 | Non-exempt | Project Specialist | 1 | $22.24 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $23.41 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $24.64 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $25.94 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $27.31 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |
| 940 | Non-exempt | Recreation Aide | 1 | $13.50 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.20 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $14.94 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $15.72 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $16.54 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 941 | Non-exempt | Recreation Leader I | 1 | $13.50 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.20 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $14.94 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $15.72 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $16.54 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 942 | Non-exempt | Recreation Leader II | 1 | $14.92 | $15.77 | $16.45 | $16.79 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 2 | $15.71 | $16.60 | $17.32 | $17.67 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 3 | $16.54 | $17.47 | $18.23 | $18.60 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| | | | 4 | $17.41 | $18.39 | $19.14 | $19.58 | $19.89 | $20.29 | $21.25 | $22.10 | $22.31 |
| | | | 5 | $18.33 | $19.36 | $20.10 | $20.61 | $20.94 | $21.36 | $22.36 | $23.26 | $23.48 |
| 943 | Non-exempt | Recreation Leader III | 1 | $16.99 | $17.94 | $18.14 | $18.51 | $18.90 | $19.29 | $20.18 | $21.00 | $21.19 |
| | | | 2 | $17.88 | $18.88 | $19.10 | $19.48 | $19.89 | $20.30 | $21.24 | $22.10 | $22.31 |
| | | | 3 | $18.82 | $19.87 | $20.10 | $20.50 | $20.94 | $21.37 | $22.36 | $23.26 | $23.48 |
| | | | 4 | $19.81 | $20.92 | $21.11 | $21.58 | $22.04 | $22.49 | $23.54 | $24.48 | $24.72 |
| | | | 5 | $20.85 | $22.02 | $22.16 | $22.72 | $23.20 | $23.67 | $24.77 | $25.77 | $26.02 |
| 948 | Non-exempt | Stock Clerk | 1 | $16.10 | $17.01 | $17.01 | $17.43 | $17.43 | $17.78 | $17.78 | $18.51 | $18.51 |
| | | | 2 | $16.95 | $17.91 | $17.91 | $18.35 | $18.35 | $18.72 | $18.72 | $19.48 | $19.48 |
| | | | 3 | $17.84 | $18.85 | $18.85 | $19.32 | $19.32 | $19.71 | $19.71 | $20.50 | $20.50 |
| | | | 4 | $18.78 | $19.84 | $19.84 | $20.34 | $20.34 | $20.75 | $20.75 | $21.58 | $21.58 |
| | | | 5 | $19.77 | $20.88 | $20.88 | $21.41 | $21.41 | $21.84 | $21.84 | $22.72 | $22.72 |
| 950 | Non-exempt | Technical Specialist | 1 | $18.01 | $19.03 | $19.03 | $19.50 | $19.50 | $19.90 | $19.90 | $20.69 | $20.69 |
| | | | 2 | $18.96 | $20.03 | $20.03 | $20.53 | $20.53 | $20.95 | $20.95 | $21.78 | $21.78 |
| | | | 3 | $19.96 | $21.08 | $21.08 | $21.61 | $21.61 | $22.05 | $22.05 | $22.93 | $22.93 |
| | | | 4 | $21.01 | $22.19 | $22.19 | $22.75 | $22.75 | $23.21 | $23.21 | $24.14 | $24.14 |
| | | | 5 | $22.12 | $23.36 | $23.36 | $23.95 | $23.95 | $24.43 | $24.43 | $25.41 | $25.41 |
| 954 | Non-exempt | Arts & Science Aide | 1 | $13.50 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.20 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $14.94 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $15.72 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $16.54 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 951 | Non-exempt | Arts & Science Professional I | 1 | $21.02 | $22.21 | $22.21 | $22.76 | $22.76 | $23.22 | $23.22 | $24.16 | $24.16 |
| | | | 2 | $22.13 | $23.38 | $23.38 | $23.96 | $23.96 | $24.44 | $24.44 | $25.43 | $25.43 |
| | | | 3 | $23.29 | $24.61 | $24.61 | $25.22 | $25.22 | $25.73 | $25.73 | $26.77 | $26.77 |
| | | | 4 | $24.52 | $25.90 | $25.90 | $26.55 | $26.55 | $27.08 | $27.08 | $28.18 | $28.18 |
| | | | 5 | $25.81 | $27.26 | $27.26 | $27.95 | $27.95 | $28.51 | $28.51 | $29.66 | $29.66 |

# Limited Hourly Group Salary Schedule

| Job Code | FLSA | Job Title | Step | Effective upon Council adoption | Effective 7/1/2018 | Effective 1/1/2019 (Min Wage) | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage) | Effective 7/1/2020 | Effective 1/1/2022 (Min Wage) | Effective 6/18/2022 | Effective 1/1/2023 (Min Wage) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 952 | Non-exempt | Arts & Science Professional II | 1 | $25.60 | $27.03 | $27.03 | $27.71 | $27.71 | $28.26 | $28.26 | $29.41 | $29.41 |
| | | | 2 | $26.95 | $28.45 | $28.45 | $29.17 | $29.17 | $29.75 | $29.75 | $30.96 | $30.96 |
| | | | 3 | $28.37 | $29.95 | $29.95 | $30.70 | $30.70 | $31.32 | $31.32 | $32.59 | $32.59 |
| | | | 4 | $29.86 | $31.53 | $31.53 | $32.32 | $32.32 | $32.97 | $32.97 | $34.30 | $34.30 |
| | | | 5 | $31.43 | $33.19 | $33.19 | $34.02 | $34.02 | $34.71 | $34.71 | $36.10 | $36.10 |
| 983 | Non-exempt | Arts & Science Professional III | 1 | $29.46 | $31.12 | $31.12 | $31.89 | $31.89 | $32.54 | $32.54 | $33.85 | $33.85 |
| | | | 2 | $31.01 | $32.76 | $32.76 | $33.57 | $33.57 | $34.25 | $34.25 | $35.63 | $35.63 |
| | | | 3 | $32.64 | $34.48 | $34.48 | $35.34 | $35.34 | $36.05 | $36.05 | $37.50 | $37.50 |
| | | | 4 | $34.36 | $36.29 | $36.29 | $37.20 | $37.20 | $37.95 | $37.95 | $39.47 | $39.47 |
| | | | 5 | $36.17 | $38.20 | $38.20 | $39.16 | $39.16 | $39.95 | $39.95 | $41.55 | $41.55 |
| 953 | Non-exempt | Arts & Science Technician | 1 | $14.92 | $15.77 | $15.77 | $16.17 | $16.17 | $16.50 | $16.50 | $17.16 | $17.32 |
| | | | 2 | $15.71 | $16.60 | $16.60 | $17.02 | $17.02 | $17.37 | $17.37 | $18.06 | $18.23 |
| | | | 3 | $16.54 | $17.47 | $17.47 | $17.92 | $17.92 | $18.28 | $18.28 | $19.01 | $19.19 |
| | | | 4 | $17.41 | $18.39 | $18.39 | $18.86 | $18.86 | $19.24 | $19.24 | $20.01 | $20.20 |
| | | | 5 | $18.33 | $19.36 | $19.36 | $19.85 | $19.85 | $20.25 | $20.25 | $21.06 | $21.26 |
| 955 | Non-exempt | Zoological Assistant | 1 | $22.24 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $23.41 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $24.64 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $25.94 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $27.31 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |
| 960 | Non-exempt | Police Reserve I | 1 | | | | | | | | | |
| | | | 2 | | | | | | | | | |
| | | | 3 | $27.53 | $49.20 | $49.20 | $50.43 | $50.43 | $51.44 | $51.44 | $53.50 | $53.50 |
| | | | 4 | | | | | | | | | |
| | | | 5 | | | | | | | | | |
| 961 | Non-exempt | Police Reserve II | 1 | | | | | | | | | |
| | | | 2 | | | | | | | | | |
| | | | 3 | $22.04 | $44.08 | $44.08 | $45.19 | $45.19 | $46.10 | $46.10 | $47.95 | $47.95 |
| | | | 4 | | | | | | | | | |
| | | | 5 | | | | | | | | | |
| 962 | Non-exempt | Technician I | 1 | $16.20 | $17.10 | $17.10 | $17.54 | $17.54 | $17.90 | $17.90 | $18.61 | $18.61 |
| | | | 2 | $17.05 | $18.00 | $18.00 | $18.46 | $18.46 | $18.84 | $18.84 | $19.59 | $19.59 |
| | | | 3 | $17.95 | $18.95 | $18.95 | $19.43 | $19.43 | $19.83 | $19.83 | $20.62 | $20.62 |
| | | | 4 | $18.89 | $19.95 | $19.95 | $20.45 | $20.45 | $20.87 | $20.87 | $21.71 | $21.71 |
| | | | 5 | $19.88 | $21.00 | $21.00 | $21.53 | $21.53 | $21.97 | $21.97 | $22.85 | $22.85 |

## Limited Hourly Group Salary Schedule

| Job Code | FLSA | Job Title | Step | Effective upon Council adoption | Effective 7/1/2018 | Effective 1/1/2019 (Min Wage) | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage) | Effective 7/1/2020 | Effective 1/1/2022 (Min Wage) | Effective 6/18/2022 | Effective 1/1/2023 (Min Wage) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 963 | Non-exempt | Technician II | 1 | $22.24 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $23.41 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $24.64 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $25.94 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $27.31 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |

## Limited Hourly Group Salary Schedule

| | | | Effective upon Council adoption | | Effective 7/1/2018 | | Effective 1/1/2019 (Min Wage) | | Effective 7/1/2019 | | Effective 1/1/2020 (Min Wage) | | Effective 7/1/2020 | | Effective 1/1/2022 (Min Wage) | | Effective 6/18/2022 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA | Job Title | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| TBD | Non-exempt | General Laborer | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 15.38 | $ 64.93 | $ 15.40 | $ 64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $ 17.11 | $ 68.88 |
| TBD | Non-exempt | Inspector | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 15.38 | $ 64.93 | $ 15.40 | $ 64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $ 17.11 | $ 68.88 |
| TBD | Non-exempt | Journey Level Laborer | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 15.38 | $ 64.93 | $ 15.40 | $ 64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $ 17.11 | $ 68.88 |
| TBD | Non-exempt | Staff Specialist | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 15.38 | $ 64.93 | $ 15.40 | $ 64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $ 17.11 | $ 68.88 |
| 972 | Non-exempt | Management Specialist | $ 13.91 | $ 130.00 | $ 14.25 | $ 130.00 | $ 15.00 | $ 130.00 | $ 15.38 | $ 130.00 | $ 15.40 | $ 130.00 | $ 15.71 | $ 130.00 | $ 16.45 | $ 130.00 | $ 17.11 | $ 130.00 |

| Effective 1/1/2023 (Min Wage) | |
|---|---|
| Min | Max |
| $ 17.25 | $ 68.88 |
| $ 17.25 | $ 68.88 |
| $ 17.25 | $ 68.88 |
| $ 17.25 | $ 68.88 |
| $ 17.25 | $ 68.88 |

# Service Employees International Union (SEIU) - Hourly Group Salary Schedule

| Job Code | FLSA | Job Title | Step | Effective upon MOA adoption | Effective 7/1/2018 | Effective 1/1/2019 (Min Wage) | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage) | Effective 7/1/2020 | Effective 01/01/2022 (Min Wage) | Effective 6/18/22 | Effective 1/1/23 - Min Wage |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9000 | Non-exempt | Administrative Specialist I – H | 1 | $22.90 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $24.11 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $25.38 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $26.72 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $28.13 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |
| 9001 | Non-exempt | Administrative Specialist II - H | 1 | $27.35 | $28.04 | $28.04 | $28.75 | $28.75 | $29.33 | $29.33 | $30.50 | $30.50 |
| | | | 2 | $28.79 | $29.52 | $29.52 | $30.26 | $30.26 | $30.87 | $30.87 | $32.10 | $32.10 |
| | | | 3 | $30.31 | $31.07 | $31.07 | $31.85 | $31.85 | $32.49 | $32.49 | $33.79 | $33.79 |
| | | | 4 | $31.90 | $32.70 | $32.70 | $33.53 | $33.53 | $34.20 | $34.20 | $35.57 | $35.57 |
| | | | 5 | $33.58 | $34.42 | $34.42 | $35.29 | $35.29 | $36.00 | $36.00 | $37.44 | $37.44 |
| 9002 | Non-exempt | Assistant Park Ranger - H | 1 | $22.90 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $24.11 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $25.38 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $26.72 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $28.13 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |
| 9003 | Non-exempt | Building Service Person - H | 1 | $21.17 | $21.70 | $21.70 | $22.24 | $22.24 | $22.69 | $22.69 | $23.59 | $23.59 |
| | | | 2 | $22.28 | $22.84 | $22.84 | $23.41 | $23.41 | $23.88 | $23.88 | $24.83 | $24.83 |
| | | | 3 | $23.45 | $24.04 | $24.04 | $24.64 | $24.64 | $25.14 | $25.14 | $26.14 | $26.14 |
| | | | 4 | $24.68 | $25.30 | $25.30 | $25.94 | $25.94 | $26.46 | $26.46 | $27.52 | $27.52 |
| | | | 5 | $25.98 | $26.63 | $26.63 | $27.30 | $27.30 | $27.85 | $27.85 | $28.97 | $28.97 |
| 9004 | Non-exempt | Clerical Assistant - H | 1 | $18.56 | $19.03 | $19.03 | $19.50 | $19.50 | $19.90 | $19.90 | $20.69 | $20.69 |
| | | | 2 | $19.54 | $20.03 | $20.03 | $20.53 | $20.53 | $20.95 | $20.95 | $21.78 | $21.78 |
| | | | 3 | $20.57 | $21.08 | $21.08 | $21.61 | $21.61 | $22.05 | $22.05 | $22.93 | $22.93 |
| | | | 4 | $21.65 | $22.19 | $22.19 | $22.75 | $22.75 | $23.21 | $23.21 | $24.14 | $24.14 |
| | | | 5 | $22.79 | $23.36 | $23.36 | $23.95 | $23.95 | $24.43 | $24.43 | $25.41 | $25.41 |
| 9005 | Non-exempt | Custodial Aide - H | 1 | $15.01 | $15.39 | $15.39 | $15.78 | $15.78 | $16.09 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $15.80 | $16.20 | $16.20 | $16.61 | $16.61 | $16.94 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $16.63 | $17.05 | $17.05 | $17.48 | $17.48 | $17.83 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $17.50 | $17.95 | $17.95 | $18.40 | $18.40 | $18.77 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $18.42 | $18.89 | $18.89 | $19.37 | $19.37 | $19.76 | $20.19 | $21.00 | $21.19 |
| 9006 | Non-exempt | Custodial Assistant - H | 1 | $17.54 | $17.97 | $17.97 | $18.44 | $18.44 | $18.81 | $18.81 | $19.57 | $19.57 |
| | | | 2 | $18.46 | $18.92 | $18.92 | $19.41 | $19.41 | $19.80 | $19.80 | $20.60 | $20.60 |
| | | | 3 | $19.43 | $19.92 | $19.92 | $20.43 | $20.43 | $20.84 | $20.84 | $21.68 | $21.68 |
| | | | 4 | $20.45 | $20.97 | $20.97 | $21.50 | $21.50 | $21.94 | $21.94 | $22.82 | $22.82 |
| | | | 5 | $21.53 | $22.07 | $22.07 | $22.63 | $22.63 | $23.09 | $23.09 | $24.02 | $24.02 |
| 9007 | Non-exempt | House Manager - H | 1 | $17.24 | $17.68 | $17.68 | $18.14 | $18.14 | $18.50 | $18.50 | $19.24 | $19.24 |
| | | | 2 | $18.15 | $18.61 | $18.61 | $19.09 | $19.09 | $19.47 | $19.47 | $20.25 | $20.25 |
| | | | 3 | $19.11 | $19.59 | $19.59 | $20.09 | $20.09 | $20.49 | $20.49 | $21.32 | $21.32 |
| | | | 4 | $20.12 | $20.62 | $20.62 | $21.15 | $21.15 | $21.57 | $21.57 | $22.44 | $22.44 |
| | | | 5 | $21.18 | $21.71 | $21.71 | $22.26 | $22.26 | $22.71 | $22.71 | $23.62 | $23.62 |
| 9008 | Non-exempt | Instructor Aide - H | 1 | $13.88 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.61 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $15.38 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $16.19 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $17.04 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 9009 | Non-exempt | Instructor I - H | 1 | $21.66 | $22.21 | $22.21 | $22.76 | $22.76 | $23.22 | $23.22 | $24.16 | $24.16 |
| | | | 2 | $22.80 | $23.38 | $23.38 | $23.96 | $23.96 | $24.44 | $24.44 | $25.43 | $25.43 |
| | | | 3 | $24.00 | $24.61 | $24.61 | $25.22 | $25.22 | $25.73 | $25.73 | $26.77 | $26.77 |
| | | | 4 | $25.26 | $25.90 | $25.90 | $26.55 | $26.55 | $27.08 | $27.08 | $28.18 | $28.18 |
| | | | 5 | $26.59 | $27.26 | $27.26 | $27.95 | $27.95 | $28.51 | $28.51 | $29.66 | $29.66 |
| 9010 | Non-exempt | Instructor II - H | 1 | $26.37 | $27.03 | $27.03 | $27.71 | $27.71 | $28.26 | $28.26 | $29.41 | $29.41 |
| | | | 2 | $27.76 | $28.45 | $28.45 | $29.17 | $29.17 | $29.75 | $29.75 | $30.96 | $30.96 |
| | | | 3 | $29.22 | $29.95 | $29.95 | $30.70 | $30.70 | $31.32 | $31.32 | $32.59 | $32.59 |
| | | | 4 | $30.76 | $31.53 | $31.53 | $32.32 | $32.32 | $32.97 | $32.97 | $34.30 | $34.30 |
| | | | 5 | $32.38 | $33.19 | $33.19 | $34.02 | $34.02 | $34.71 | $34.71 | $36.10 | $36.10 |

# Service Employees International Union (SEIU) - Hourly Group Salary Schedule

| Job Code | FLSA | Job Title | Step | Effective upon MOA adoption | Effective 7/1/2018 | Effective 1/1/2019 (Min Wage) | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage) | Effective 7/1/2020 | Effective 01/01/2022 (Min Wage) | Effective 6/18/22 | Effective 1/1/23 - Min Wage |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9036 | Non-exempt | Instructor III-H | 1 | $30.35 | $31.12 | $31.12 | $31.89 | $31.89 | $32.54 | $32.54 | $33.85 | $33.85 |
| | | | 2 | $31.95 | $32.76 | $32.76 | $33.57 | $33.57 | $34.25 | $34.25 | $35.63 | $35.63 |
| | | | 3 | $33.63 | $34.48 | $34.48 | $35.34 | $35.34 | $36.05 | $36.05 | $37.50 | $37.50 |
| | | | 4 | $35.40 | $36.29 | $36.29 | $37.20 | $37.20 | $37.95 | $37.95 | $39.47 | $39.47 |
| | | | 5 | $37.26 | $38.20 | $38.20 | $39.16 | $39.16 | $39.95 | $39.95 | $41.55 | $41.55 |
| 9011 | Non-exempt | Librarian - H | 1 | $27.85 | $28.56 | $28.56 | $29.26 | $29.26 | $29.86 | $29.86 | $31.05 | $31.05 |
| | | | 2 | $29.32 | $30.06 | $30.06 | $30.80 | $30.80 | $31.43 | $31.43 | $32.68 | $32.68 |
| | | | 3 | $30.86 | $31.64 | $31.64 | $32.42 | $32.42 | $33.08 | $33.08 | $34.40 | $34.40 |
| | | | 4 | $32.48 | $33.30 | $33.30 | $34.13 | $34.13 | $34.82 | $34.82 | $36.21 | $36.21 |
| | | | 5 | $34.19 | $35.05 | $35.05 | $35.93 | $35.93 | $36.65 | $36.65 | $38.12 | $38.12 |
| 9012 | Non-exempt | Library Clerk - H | 1 | $20.74 | $21.26 | $21.26 | $21.79 | $21.79 | $22.24 | $22.24 | $23.13 | $23.13 |
| | | | 2 | $21.83 | $22.38 | $22.38 | $22.94 | $22.94 | $23.41 | $23.41 | $24.35 | $24.35 |
| | | | 3 | $22.98 | $23.56 | $23.56 | $24.15 | $24.15 | $24.64 | $24.64 | $25.63 | $25.63 |
| | | | 4 | $24.19 | $24.80 | $24.80 | $25.42 | $25.42 | $25.94 | $25.94 | $26.98 | $26.98 |
| | | | 5 | $25.46 | $26.10 | $26.10 | $26.76 | $26.76 | $27.30 | $27.30 | $28.40 | $28.40 |
| 9013 | Non-exempt | Library Page - H | 1 | $13.88 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.61 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $15.38 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $16.19 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $17.04 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 9014 | Non-exempt | Maintenance Assistant - H | 1 | $16.69 | $17.10 | $17.10 | $17.54 | $17.54 | $17.90 | $17.90 | $18.61 | $18.61 |
| | | | 2 | $17.57 | $18.00 | $18.00 | $18.46 | $18.46 | $18.84 | $18.84 | $19.59 | $19.59 |
| | | | 3 | $18.49 | $18.95 | $18.95 | $19.43 | $19.43 | $19.83 | $19.83 | $20.62 | $20.62 |
| | | | 4 | $19.46 | $19.95 | $19.95 | $20.45 | $20.45 | $20.87 | $20.87 | $21.71 | $21.71 |
| | | | 5 | $20.48 | $21.00 | $21.00 | $21.53 | $21.53 | $21.97 | $21.97 | $22.85 | $22.85 |
| 9015 | Non-exempt | Open Space Technician - H | 1 | $16.69 | $17.10 | $17.10 | $17.54 | $17.54 | $17.90 | $17.90 | $18.61 | $18.61 |
| | | | 2 | $17.57 | $18.00 | $18.00 | $18.46 | $18.46 | $18.84 | $18.84 | $19.59 | $19.59 |
| | | | 3 | $18.49 | $18.95 | $18.95 | $19.43 | $19.43 | $19.83 | $19.83 | $20.62 | $20.62 |
| | | | 4 | $19.46 | $19.95 | $19.95 | $20.45 | $20.45 | $20.87 | $20.87 | $21.71 | $21.71 |
| | | | 5 | $20.48 | $21.00 | $21.00 | $21.53 | $21.53 | $21.97 | $21.97 | $22.85 | $22.85 |
| 9016 | Non-exempt | Print Shop Assistant - H | 1 | $20.74 | $21.26 | $21.26 | $21.79 | $21.79 | $22.24 | $22.24 | $23.13 | $23.13 |
| | | | 2 | $21.83 | $22.38 | $22.38 | $22.94 | $22.94 | $23.41 | $23.41 | $24.35 | $24.35 |
| | | | 3 | $22.98 | $23.56 | $23.56 | $24.15 | $24.15 | $24.64 | $24.64 | $25.63 | $25.63 |
| | | | 4 | $24.19 | $24.80 | $24.80 | $25.42 | $25.42 | $25.94 | $25.94 | $26.98 | $26.98 |
| | | | 5 | $25.46 | $26.10 | $26.10 | $26.76 | $26.76 | $27.30 | $27.30 | $28.40 | $28.40 |
| 9017 | Non-exempt | Project Construction Inspector - H | 1 | $30.00 | $30.76 | $30.76 | $31.52 | $31.52 | $32.17 | $32.17 | $33.46 | $33.46 |
| | | | 2 | $31.58 | $32.38 | $32.38 | $33.18 | $33.18 | $33.86 | $33.86 | $35.22 | $35.22 |
| | | | 3 | $33.24 | $34.08 | $34.08 | $34.93 | $34.93 | $35.64 | $35.64 | $37.07 | $37.07 |
| | | | 4 | $34.99 | $35.87 | $35.87 | $36.77 | $36.77 | $37.52 | $37.52 | $39.02 | $39.02 |
| | | | 5 | $36.83 | $37.76 | $37.76 | $38.71 | $38.71 | $39.49 | $39.49 | $41.07 | $41.07 |
| 9018 | Non-exempt | Project Specialist - H | 1 | $22.90 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $24.11 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $25.38 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $26.72 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $28.13 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |
| 9019 | Non-exempt | Recreation Aide - H | 1 | $13.88 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.61 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $15.38 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $16.19 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $17.04 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 9020 | Non-exempt | Recreation Leader I - H | 1 | $13.88 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.61 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $15.38 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $16.19 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $17.04 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |

# Service Employees International Union (SEIU) - Hourly Group Salary Schedule

| Job Code | FLSA | Job Title | Step | Effective upon MOA adoption | Effective 7/1/2018 | Effective 1/1/2019 (Min Wage) | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage) | Effective 7/1/2020 | Effective 01/01/2022 (Min Wage) | Effective 6/18/22 | Effective 1/1/23 - Min Wage |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9021 | Non-exempt | Recreation Leader II - H | 1 | $15.38 | $15.77 | $16.45 | $16.79 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 2 | $16.19 | $16.60 | $17.32 | $17.67 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 3 | $17.04 | $17.47 | $18.23 | $18.60 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| | | | 4 | $17.94 | $18.39 | $19.14 | $19.58 | $19.89 | $20.29 | $21.25 | $22.10 | $22.31 |
| | | | 5 | $18.88 | $19.36 | $20.10 | $20.61 | $20.94 | $21.36 | $22.36 | $23.26 | $23.48 |
| 9022 | Non-exempt | Recreation Leader III - H | 1 | $17.50 | $17.94 | $18.14 | $18.51 | $18.90 | $19.29 | $20.18 | $21.00 | $21.19 |
| | | | 2 | $18.42 | $18.88 | $19.10 | $19.48 | $19.89 | $20.30 | $21.24 | $22.10 | $22.31 |
| | | | 3 | $19.39 | $19.87 | $20.10 | $20.50 | $20.94 | $21.37 | $22.36 | $23.26 | $23.48 |
| | | | 4 | $20.41 | $20.92 | $21.11 | $21.58 | $22.04 | $22.49 | $23.54 | $24.48 | $24.72 |
| | | | 5 | $21.48 | $22.02 | $22.16 | $22.72 | $23.20 | $23.67 | $24.77 | $25.77 | $26.02 |
| 9023 | Non-exempt | Stock Clerk - H | 1 | $16.59 | $17.01 | $17.01 | $17.43 | $17.43 | $17.78 | $17.78 | $18.51 | $18.51 |
| | | | 2 | $17.46 | $17.91 | $17.91 | $18.35 | $18.35 | $18.72 | $18.72 | $19.48 | $19.48 |
| | | | 3 | $18.38 | $18.85 | $18.85 | $19.32 | $19.32 | $19.71 | $19.71 | $20.50 | $20.50 |
| | | | 4 | $19.35 | $19.84 | $19.84 | $20.34 | $20.34 | $20.75 | $20.75 | $21.58 | $21.58 |
| | | | 5 | $20.37 | $20.88 | $20.88 | $21.41 | $21.41 | $21.84 | $21.84 | $22.72 | $22.72 |
| 9025 | Non-exempt | Technical Specialist - H | 1 | $18.56 | $19.03 | $19.03 | $19.50 | $19.50 | $19.90 | $19.90 | $20.69 | $20.69 |
| | | | 2 | $19.54 | $20.03 | $20.03 | $20.53 | $20.53 | $20.95 | $20.95 | $21.78 | $21.78 |
| | | | 3 | $20.57 | $21.08 | $21.08 | $21.61 | $21.61 | $22.05 | $22.05 | $22.93 | $22.93 |
| | | | 4 | $21.65 | $22.19 | $22.19 | $22.75 | $22.75 | $23.21 | $23.21 | $24.14 | $24.14 |
| | | | 5 | $22.79 | $23.36 | $23.36 | $23.95 | $23.95 | $24.43 | $24.43 | $25.41 | $25.41 |
| 9026 | Non-exempt | Arts & Science Aide - H | 1 | $13.88 | $14.23 | $15.00 | $15.23 | $15.40 | $15.70 | $16.45 | $17.10 | $17.25 |
| | | | 2 | $14.61 | $14.98 | $15.75 | $16.03 | $16.21 | $16.53 | $17.31 | $18.00 | $18.16 |
| | | | 3 | $15.38 | $15.77 | $16.54 | $16.87 | $17.06 | $17.40 | $18.22 | $18.95 | $19.12 |
| | | | 4 | $16.19 | $16.60 | $17.36 | $17.76 | $17.96 | $18.32 | $19.18 | $19.95 | $20.13 |
| | | | 5 | $17.04 | $17.47 | $18.23 | $18.69 | $18.90 | $19.28 | $20.19 | $21.00 | $21.19 |
| 9027 | Non-exempt | Arts & Science Professional I - H | 1 | $21.66 | $22.21 | $22.21 | $22.76 | $22.76 | $23.22 | $23.22 | $24.16 | $24.16 |
| | | | 2 | $22.80 | $23.38 | $23.38 | $23.96 | $23.96 | $24.44 | $24.44 | $25.43 | $25.43 |
| | | | 3 | $24.00 | $24.61 | $24.61 | $25.22 | $25.22 | $25.73 | $25.73 | $26.77 | $26.77 |
| | | | 4 | $25.26 | $25.90 | $25.90 | $26.55 | $26.55 | $27.08 | $27.08 | $28.18 | $28.18 |
| | | | 5 | $26.59 | $27.26 | $27.26 | $27.95 | $27.95 | $28.51 | $28.51 | $29.66 | $29.66 |
| 9028 | Non-exempt | Arts & Science Professional II - H | 1 | $26.37 | $27.03 | $27.03 | $27.71 | $27.71 | $28.26 | $28.26 | $29.41 | $29.41 |
| | | | 2 | $27.76 | $28.45 | $28.45 | $29.17 | $29.17 | $29.75 | $29.75 | $30.96 | $30.96 |
| | | | 3 | $29.22 | $29.95 | $29.95 | $30.70 | $30.70 | $31.32 | $31.32 | $32.59 | $32.59 |
| | | | 4 | $30.76 | $31.53 | $31.53 | $32.32 | $32.32 | $32.97 | $32.97 | $34.30 | $34.30 |
| | | | 5 | $32.38 | $33.19 | $33.19 | $34.02 | $34.02 | $34.71 | $34.71 | $36.10 | $36.10 |
| 9037 | Non-exempt | Arts & Science Professional III - H | 1 | $30.35 | $31.12 | $31.12 | $31.89 | $31.89 | $32.54 | $32.54 | $33.85 | $33.85 |
| | | | 2 | $31.95 | $32.76 | $32.76 | $33.57 | $33.57 | $34.25 | $34.25 | $35.63 | $35.63 |
| | | | 3 | $33.63 | $34.48 | $34.48 | $35.34 | $35.34 | $36.05 | $36.05 | $37.50 | $37.50 |
| | | | 4 | $35.40 | $36.29 | $36.29 | $37.20 | $37.20 | $37.95 | $37.95 | $39.47 | $39.47 |
| | | | 5 | $37.26 | $38.20 | $38.20 | $39.16 | $39.16 | $39.95 | $39.95 | $41.55 | $41.55 |
| 9029 | Non-exempt | Arts & Science Technician - H | 1 | $15.38 | $15.77 | $15.77 | $16.17 | $16.17 | $16.50 | $16.50 | $17.16 | $17.32 |
| | | | 2 | $16.19 | $16.60 | $16.60 | $17.02 | $17.02 | $17.37 | $17.37 | $18.06 | $18.23 |
| | | | 3 | $17.04 | $17.47 | $17.47 | $17.92 | $17.92 | $18.28 | $18.28 | $19.01 | $19.19 |
| | | | 4 | $17.94 | $18.39 | $18.39 | $18.86 | $18.86 | $19.24 | $19.24 | $20.01 | $20.20 |
| | | | 5 | $18.88 | $19.36 | $19.36 | $19.85 | $19.85 | $20.25 | $20.25 | $21.06 | $21.26 |
| 9030 | Non-exempt | Zoological Assistant - H | 1 | $22.90 | $23.49 | $23.49 | $24.09 | $24.09 | $24.58 | $24.58 | $25.56 | $25.56 |
| | | | 2 | $24.11 | $24.73 | $24.73 | $25.36 | $25.36 | $25.87 | $25.87 | $26.90 | $26.90 |
| | | | 3 | $25.38 | $26.03 | $26.03 | $26.69 | $26.69 | $27.23 | $27.23 | $28.32 | $28.32 |
| | | | 4 | $26.72 | $27.40 | $27.40 | $28.09 | $28.09 | $28.66 | $28.66 | $29.81 | $29.81 |
| | | | 5 | $28.13 | $28.84 | $28.84 | $29.57 | $29.57 | $30.17 | $30.17 | $31.38 | $31.38 |

## Service Employees International Union (SEIU) - Hourly Group Salary Schedule

| | | | Effective upon MOA adoption | | Effective 7/1/2018 | | Effective 1/1/2019 (Min Wage- $15) | | Effective 7/1/2019 | Effective 1/1/2020 (Min Wage- $15.40) | | Effective 7/1/2021 | | Effective 01/01/2022 | | Effective 6/18/22 | | Effective 1/1/23 - Min Wage | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Job Code | FLSA | Job Title | Min | Max | Min | Max | Min | Max | Max | Min | Max | Min | Max | Min | Max | Min | Max | Min | Max |
| 9035 | Non-exempt | General Laborer - H | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 64.93 | $15.40 | $64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $17.11 | $68.88 | $17.25 | $68.88 |
| 9032 | Non-exempt | Inspector - H | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 64.93 | $15.40 | $64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $17.11 | $68.88 | $17.25 | $68.88 |
| 9033 | Non-exempt | Journey Level Laborer - H | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 64.93 | $15.40 | $64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $17.11 | $68.88 | $17.25 | $68.88 |
| 9034 | Non-exempt | Staff Specialist - H | $ 13.91 | $ 61.80 | $ 14.25 | $ 63.35 | $ 15.00 | $ 63.35 | $ 64.93 | $15.40 | $64.93 | $ 15.71 | $ 66.23 | $ 16.45 | $ 66.23 | $17.11 | $68.88 | $17.25 | $68.88 |

# City of Palo Alto (ID # 14988)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

## Title: Adoption of a Resolution for Weeds to be Declared a Public Nuisance and Setting February 27, 2023 for a Public Hearing for Objections to the Proposed Weed Abatement

## From: City Manager

## Lead Department: Fire

### Recommendation

Staff recommends that Council adopt the attached resolution:

1) Declaring weeds to be a public nuisance;
2) Setting February 27, 2023, for a public hearing on objections to proposed weed abatement; and
3) Directing staff to publish a notice of hearing in accordance with the provisions of the Palo Alto Municipal Code.

### Background

On April 18, 1977, the City Council approved an agreement with Santa Clara County for the administration of weed abatement within the City of Palo Alto. This agreement has reduced the City's costs and staff time required for the administration of weed abatement. For the past seasons, the weed abatement program has been expeditiously carried out by the County Department of Agriculture and Resource Management with results satisfactory to Palo Alto residents.

### Discussion

Palo Alto Municipal Code Chapter 8.08 specifies weed abatement procedures. The chapter requires property owners or occupants to remove certain weeds, as defined in Section 8.08.010 that exist upon their premises, public sidewalks, streets, or alleys. It also specifies the procedures to be followed to abate weeds, in the event owners do not remove them. The procedures are as follows:

- Resolution of the City Council declaring weeds to be a public nuisance. This resolution sets the time and place for hearing any objections to the proposed weed abatement.

- Public Notice. This notice informs property owners of the passage of the resolution and provides that property owners shall remove weeds from their property, or the abatement will be carried out by Santa Clara County (County). The City then publishes a legal advertisement in the local newspaper announcing the date of the public hearing.
- Public Hearing. The Council must conduct a public hearing, at which time any property owner may appear and object to the proposed weed destruction or removal. After the City Council hearing and considering any objections the Council may allow or overrule any or all objections. If objections are overruled, the County will be asked to perform the work of destruction and removal of weeds. The action taken by the Council at the December 19, 2022 meeting will set this public hearing date in February 27, 2023.

An overview of the program and annual calendar for the steps involving City Council action is provided in Attachment B.

**Resource Impact**

There is no direct fiscal impact of this action on the City. The City of Palo Alto administers the weed abatement program with the County Department of Agriculture and Resource Management with a minimal amount of staff time. All charges for the weed abatement services are included as a special assessment on bills for taxes levied against the respective lots and parcels of land. Such charges are considered liens on these properties.

The Weed Abatement Program is a cost recovery program and does not receive funding from City or County general funds.

**Policy Implications**

This procedure is consistent with existing City policies.

**Environmental Review**

The Santa Clara County Counsel has determined the Weed Abatement Program be Categorically Exempt from CEQA pursuant to CEQA Guidelines Section 15308.

**Attachments:**

- **Attachment13.a:** 14989
- Attachment13.b: 14990

*NOT YET APPROVED*

ATTACHMENT A

Resolution No. _____
Resolution of Intention of the Council of the City of Palo Alto
Declaring Weeds to be a Nuisance and Setting ___[INSERT DATE]__for
a Public Hearing for Objections to Proposed Weed Abatement

R E C I T A L S

A. Weeds, as defined in Section 8.08.010(b) of the Palo Alto Municipal Code, are anticipated to develop during calendar year 2023 upon streets, alleys, sidewalks, and parcels of private property within the City of Palo Alto sufficient to constitute a public nuisance as a fire menace when dry or are otherwise combustible, or otherwise to constitute a menace to the public health as noxious or dangerous.

NOW, THEREFORE, the Council of the City of Palo Alto does RESOLVE as follows:

SECTION 1. Weeds, as defined in Section 8.08.010(b) of the Palo Alto Municipal Code, which are anticipated to develop during calendar year 2023 upon streets, alleys, sidewalks, and parcels of private property within the City of Palo Alto, are hereby found and determined to constitute a public nuisance. Such nuisance is anticipated to exist upon some of the streets, alleys, sidewalks, and parcels of private property within the City, which are shown, described, and delineated on the several maps of the properties in said City which are recorded in the Office of the County Recorder of the County of Santa Clara, reference in each instance for the description of any particular street, alley, or parcel of private property being hereby made to the several maps aforesaid, and, in the event of there being several subdivision maps on which the same lots are shown, reference is hereby made to the latest subdivision map.

SECTION 2. THEREFORE, IT IS ORDERED that the said public nuisance be abated in the manner provided by Chapter 8.08 of the Palo Alto Municipal Code:

IT IS FURTHER ORDERED that a public hearing shall be held on the 27th day of February, 2023, at the hour of 5 pm, or as soon thereafter as the matter may be heard, at the Council Chambers of the Civic Center of said City, at which the Council shall hear objections to the proposed weed abatement of such weeds and give any objections due consideration;

IT IS FURTHER ORDERED that the Fire Chief of the City of Palo Alto is directed to give notice of the public hearing in the time, manner and form provided in Chapter 8.08 of the Palo Alto Municipal Code.

SECTION 3. Unless the nuisance is abated without delay by the destruction and removal of such weeds, the work of abating such nuisance will be done by the County of Santa Clara Department of Agriculture and Resource Management Office on behalf of the City of Palo Alto, and the expenses thereof assessed upon the lots and lands from which, and/or in the front and rear of which, such weeds shall have been destroyed and removed.

*NOT YET APPROVED*

ATTACHMENT A

SECTION 4. The City Council of Palo Alto adopts the determination of Santa Clara County, as the lead agency, that the Weed Abatement Program is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15308.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
Assistant City Attorney

APPROVED:

_____
City Manager

_____
Fire Chief

_____
Director of Administrative Services

**City of Palo Alto Weed Abatement**

The City of Palo Alto contracts with the Santa Clara County Department of Agriculture and Environmental Management (SCCDAEM) to remove and destroy weeds in its efforts to mitigate potential fire hazards (as defined in Palo Alto Municipal Code Chapter 8.08). The entire weed abatement program is coordinated by the SCCDAEM. Abatement proceedings must follow a legally established course. This is an annual process with weed abatement occurring in late Spring. City of Palo Alto involvement is limited to the following 3 steps for City Council:

1) (Nov-Dec) City of Palo Alto Declares Weeds a Nuisance to allow for County abatement and sets a later date (Jan-Feb) for a public hearing to review the Annual Commencement Report (list of" nuisance" parcels).
2) (Jan-Feb) Public Hearing to review the Annual Commencement Report and approve the County abatement proceedings. At this public hearing, property owners may appear and object to the proposed weed destruction or removal. After the hearing and consideration of any objections, the Council may sustain or overrule any or all objections. Upon adoption of the resolution confirming the weed abatement commencement report and ordering weed nuisances abated, the County will be asked to perform the abatement work to destroy and remove any weeds.
3) (June) Public Hearing to approve the invoices for the abatement work performed by the SCCDAEM.

**The Santa Clara County Weed Abatement Program**

The Santa Clara County Department of Agriculture and Environmental Management and the City of Palo Alto work together to protect our community from fire. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative overgrowth and the accumulation of combustible materials.

Typically, a property is placed on the program list by a County Weed Abatement Inspector who identifies a potential fire hazard on the property. The Palo Alto Fire Department (PAFD) & Code Enforcement also report addresses of concern and forward (verified) complaints from residents to the SCCDAEM. Residents can report addresses of concern to PAFD, code enforcement, or directly to the County Weed Abatement Program.

Santa Clara County program staff annually inspect "nuisance" parcels at the beginning of the fire season, which is typically April 30th for CPA parcels.

The Weed Abatement program is entirely funded from fees charged to residents. All parcels on the list will be charged a basic inspection fee. If the parcel is not in compliance at the time of inspection, the property owner will be charged an additional failed inspection fee, and they will receive a final courtesy notice as a reminder to abate their weeds within 2 weeks.

If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in their property tax bill.

Properties that meet and maintain the minimum fire safety standards will only be charged for the annual fee. These properties will be removed from the list after three years of compliance.

# City of Palo Alto

## City Council Staff Report

(ID # 14820)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Approval of Amendment No. 3 with SWA Services Group, Inc. (SWA) Contract No. C18168154 to Increase Compensation by $1,339,900 for a New Total Not to Exceed Amount of $13,612,443, and to Extend the Contract Term by Six Months, for Janitorial Services**
**From: City Manager**

**Lead Department: Public Works**

### Recommendation

Staff recommends that City Council approve and authorize the City Manager or their designee to execute Amendment No. 3 to Contract No. C18168154 with SWA Services Group, Inc., increasing the total compensation by $1,339,900 for a total not to exceed amount of $13,612,442 (over a six-year period) with a new contract expiration date of August 31, 2023. A portion of this amount, $97,122, is for the City's cost share amount of SWA employee back wages and the remainder, $1,242,778, is for an additional six months of janitorial cleaning and maintenance services.

### Background

In February 2021, the City was notified by an outside organization of potential noncompliance by the City's janitorial contractor, SWA Services Group, Inc (SWA), with provisions of the contract between SWA and the City addressing required wages and benefits for SWA's employees. The City investigated these claims and determined that SWA had not fully met a requirement that employee wages be increased by three percent each contract year. The City reviewed the contract with SWA and SWA agreed to immediately increase employee wages on April 8, 2022. SWA's wage adjustment addressed the discrepancy looking forward, but it did not address employee back wages.

The current janitorial services contract[1] with SWA expires on February 28, 2023, and staff has prepared a Request for Proposals (RFP) to procure a new contract. The November 14, 2022 Council agenda included two items related to the upcoming RFP: 1) Council review and

[1] Contract, https://www.cityofpaloalto.org/files/assets/public/public-works/public-services/contracts/contract-c18168154-janitorial-swa-b1-1.pdf; Amendment #1, https://www.cityofpaloalto.org/files/assets/public/public-works/public-services/contracts/swa-services-c18168154-amendment-1_final.pdf; Amendment #2, https://www.cityofpaloalto.org/files/assets/public/public-works/public-services/contracts/c18168154-swa-services-amendment-2-fully-executed.pdf

discussion of wage and benefit requirements for inclusion in the new RFP[2], and 2) a responsible contracting standards Colleague's Memo also addressing wage and benefit requirements for janitorial services.[3] These items were continued to a date uncertain, and staff intends to return with them in early 2023. With the upcoming expiration of the current contract, an amendment (Attachment A) to continue services under the current contract for an additional six months is needed to allow sufficient time to receive Council's input and to complete the procurement process.

**Discussion**

After reviewing the final and fully executed version of the janitorial contract with SWA in early 2021, the City Attorney's Office determined that SWA was paying wages lower than those required by the contract. In discussions between staff and SWA, SWA agreed to adjust the wages, but indicated that they had understood the contract language to address overall labor costs rather than wages alone. Staff reviewed the original RFP, SWA's proposal under the RFP, and several contract documents, and determined that certain discrepancies between the documents and past communications between SWA and staff may have contributed to SWA's misunderstanding of the contract language.

The total cost of the back wages owed to active and former SWA employees is $194,244. This includes a base amount of $153,303, and compounded interest of 10 percent on the base back wages in the amount of $40,941. Staff is not aware of an interest or penalty amount for back wages required in this instance, but selected 10 percent based on section 218.6 of the Labor Code, which specifies an award of 10 percent interest on claims for nonpayment of wages. In order to fairly and quickly address back wages owed to SWA employees for wages paid prior to the April 8, 2022 wage adjustment, staff recommends that the City share in 50 percent of the cost of the back wages. In addition to the extension to provide an additional six months of services, the recommended contract amendment includes a City contribution of $97,122 to the back wages to be paid by SWA. The compensation and fee schedule for this second six-month extension will remain the same as the first six-month extension (no price increase). SWA provided the contractual three percent increase to employee wages for the sixth year of the contract on September 1, 2022.

**Timeline**

Following execution of the contract amendment, SWA will continue to provide janitorial services through August 31, 2023. SWA will pay back wages to active and former employees by March 31, 2023.

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[2] City Council, November 14, 2022, Agenda Item #9A; CMR #14932, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2022/id.-14932-janitorial-services-rfp-discussion-and-direction.pdf

[3] City Council, November 14,2022, Agenda Item #9B; Colleagues Memo, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2022/colleagues-memo-11-14-22.pdf

**Resource Impact**

Funding to pay for the City's share of the back wages ($97,122) is available in the Fiscal Year 2023 Operating Budget for Public Works. Funding for four months of the six-month extension ($828,519) is available in the Fiscal Year 2023 Operating Budget, while the funding for the last two months ($414,259) will be contingent upon the appropriation of funding as part of the Fiscal Year 2024 budget process.

**Policy Implications**

The recommended contract amendment does not represent a change to City policies.

**Stakeholder Engagement**

The City has been in communication with SWA to ensure the back wages would be paid to both active and former employees of SWA.

**Environmental Review**

Council action on this item is not a project as defined by CEQA because a contract for janitorial cleaning and maintenance services is a continuing administrative or maintenance activity. CEQA Guidelines section 15378(b)(2)."

**Attachments:**

- **Attachment14.a:** Attachment A: SWA Services Group, Inc. (SWA) Contract, C18168154 Amendment No. 3

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**AMENDMENT NO. 3 TO CONTRACT NO. C18168154**
**BETWEEN THE CITY OF PALO ALTO AND**
**SWA SERVICES GROUP, INC.**

This Amendment No. 3 (this "Amendment") to Contract No. C18168154 ("Contract" as defined below) is entered into as of December 19, 2022, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and SWA SERVICES GROUP, INC., a California corporation, located at 68 Harold Avenue, Santa Clara, CA 95050 ("CONTRACTOR"). CITY and CONTRACTOR are referred to collectively as the "Parties" in this Amendment.

**R E C I T A L S**

A. The Contract (as defined below) was entered into by and between the Parties for Contractor to provide janitorial cleaning and maintenance services for City Hall and other CITY locations, as detailed therein.

B. The Parties entered into Amendment #1 in order to (1) add the Police Department location; (2) require higher-level background checks for specified CONTRACTOR staff; and (3) increase the not-to-exceed compensation of the Contract to Eleven Million Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars ($11,029,765.00), as detailed therein.

C. The Parties entered into Amendment #2 in order to extend the Contract term through February 28, 2023 and increase not-to-exceed compensation by One Million Two Hundred Forty-Two Thousand Seven Hundred Seventy-Seven Dollars ($1,242,777), from Eleven Million Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars ($11,029,765) to a new not-to-exceed compensation of Twelve Million Two Hundred Seventy-Two Thousand Five Hundred Forty-Two Dollars ($12,272,542), as detailed therein.

D. The Parties now wish to amend the Contract in order to extend the contract term through August 31, 2023 and increase not-to-exceed compensation by One Million Three Hundred Thirty-Nine Thousand Nine Hundred Dollars ($1,339,900) from Twelve Million Two Hundred Seventy-Two Thousand Five Hundred Forty-Two Dollars ($12,272,542) to a new not-to-exceed compensation of Thirteen Million Six Hundred Twelve Thousand Four Hundred Forty-Two Dollars ($13,612,442). The additional not-to-exceed compensation includes Ninety-Seven Thousand One Hundred Twenty-Two Dollars ($97,122) for City's cost share amount of SWA employee back wages and One Million Two Hundred Forty-Two Thousand Seven Hundred Seventy-Eight Dollars ($1,242,778) for the additional six months of services, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. **Definitions**. The following definitions shall apply to this Amendment:

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a. **Contract**. The term "Contract" shall mean contract No. C18168154 between CONSULTANT and CITY, dated August 14, 2017, as amended by:

Amendment No. 1, dated May 21, 2019
Amendment No. 2, dated June 20, 2022

b. **Other Terms**. Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 3, "TERM," of the Contract is hereby amended to read as follows:

"The term of this Agreement is from September 1, 2017 to August 31, 2023 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 3. Section 2, "EXHIBITS," of the Contract is hereby amended to read as follows:

"The following exhibits are attached to and made a part of this Agreement:

☒ "A" - Scope of Services
☒ "B" - Schedule of Performance
☒ "C" - Compensation and Schedule of Fees
☒ "C-1"- Hourly Rate Sheet
☒ "D" - Insurance Requirements
☒ "E" - Performance Bond
☒ "F" - Liquidated Damages
☒ "G" - Billable Rate Sheet For Police Department
☒ "H" - "Billable Monthly Rate Sheet for Contract Extension by City Facility, Amendment No. 3"
☒ "I" – Payment of Back Wages by CONTRACTOR

***CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED***."

SECTION 4. Section 5, "COMPENSATION FOR ORIGINAL TERM", of the Contract is hereby amended to read as follows:

"CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

☑ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Thirteen Million Six Hundred Twelve Thousand Four Hundred Forty-Two Dollars ($13,612,442).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by

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CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

☑ Included within the above total maximum compensation amount, CITY has set aside the sum of Six Hundred Seventy-Four Thousand Four Hundred Nine Dollars ($674,409) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement."

SECTION 5. The following exhibit(s) to the Contract are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which are hereby incorporated in full into this Amendment and into the Contract by this reference:

a. Exhibit "C" entitled "COMPENSATION AND SCHEDULE OF FEES," AMENDMENT NO. 3 (AMENDED – REPLACES PREVIOUS)
b. Exhibit "H" entitled "BILLABLE MONTHLY RATE SHEET FOR CONTRACT EXTENSION BY CITY FACILITY," AMENDMENT NO. 3 (AMENDED, REPLACES PREVIOUS)
c. Exhibit "I" entitled "PAYMENT OF BACK WAGES BY CONTRACTOR," AMENDMENT NO. 3 (ADDED)

SECTION 6. **Legal Effect.** Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 7. **Incorporation of Recitals**. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

_____
City Manager or Designee

APPROVED AS TO FORM:

_____
City Attorney or Designee

_____
Director of Public Works

**SWA SERVICES GROUP, INC.**

**Officer 1**

By: DocuSigned by: Angel Zamora, Vice-President CDBE98B5A67D475...

Name: Angel Zamora, Vice-President

Title: Director of Operations

**Officer 2**

By: DocuSigned by: B306834AA9DE4C3...

Name: Solomon Wong, Secretary

Title: CEO & President

**Attachments**:

- EXHIBIT "C" entitled "COMPENSATION AND SCHEDULE OF FEES," AMENDMENT NO. 3 (AMENDED, REPLACES PREVIOUS)
- EXHIBIT "H" entitled "BILLABLE MONTHLY RATE SHEET FOR CONTRACT EXTENSION BY CITY FACILITY," AMENDMENT NO. 3 (AMENDED, REPLACES PREVIOUS)
- EXHIBIT "I" entitled "PAYMENT OF BACK WAGES BY CONTRACTOR," AMENDMENT NO. 3 (ADDED)

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**EXHIBIT C**
**COMPENSATION AND SCHEDULE OF FEES, AMENDMENT NO. 3**
**(AMENDED-REPLACES PREVIOUS)**

CITY shall pay CONTRACTOR according to the following rate schedule.

**A. Maximum Compensation**

The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

As stated in Section 5 of the Agreement, CITY shall pay CONTRACTOR a maximum compensation amount not to exceed $13,612,442 which includes (1) $97,122 for City's cost share amount of SWA employee back wages from September 1, 2018 to April 8, 2022; and (2) $12,840,911 for Basic Services and $674,409 for Additional Services over the term of the Agreement beginning September 1, 2017 and ending August 31, 2023. The maximum compensation on an annual basis is as follows in the tables below. Exhibit H provides the billable rates for the term extension through August 31, 2023. Exhibit I provides the payment of back wages by CONTRACTOR.

**Maximum Compensation Total (Including Police Dept. which is covered under Section D)**

| | Year 1 (Sept. 1, 2017 through Aug. 31, 2018) | Year 2 (Sept. 1, 2018 through Aug. 31, 2019) | Year 3 (Sept. 1, 2019 through Aug. 31, 2020 | Year 4 (Sept. 1, 2020 through Aug. 31, 2021) | Year 5 (Sept. 1, 2021 through Aug. 31, 2022) | Year 6 (Sept. 1, 2022 through Feb. 28, 2023) | Year 6 (March 1, 2022 through Aug. 31, 2023) | Total |
|---|---|---|---|---|---|---|---|---|
| Basic Services | $1,910,922 | $2,048,330 | $2,109,780 | $2,173,074 | $2,238,266 | $1,180,270 | $1,180,270 | $12,840,911 |
| Additional Services | $95,546 | $108,482 | $111,736 | $115,088 | $118,541 | $62,508 | $62,508 | $674,409 |
| Back Wages (9/1/2018-4/8/2022) | | | | | | $97,122 | | $97,122 |
| Total | $2,006,468 | $2,156,812 | $2,221,516 | $2,288,162 | $2,356,806 | $1,339,899 | $1,242,778 | $13,612,442 |

*Vers.: Aug. 5, 2019*

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**Maximum Compensation (Excluding Police Dept. which is covered under Section D)**

| | Year 1 (Sept. 1, 2017 through Aug. 31, 2018) | Year 2 (Sept. 1, 2018 through Aug. 31, 2019) | Year 3 (Sept. 1, 2019 through Aug. 31, 2020 | Year 4 (Sept. 1, 2020 through Aug. 31, 2021) | Year 5 (Sept. 1, 2021 through Aug. 31, 2022) | Year 6 (Sept. 1, 2022 through Feb. 28, 2023) | Year 6 (March 1, 2022 through Aug. 31, 2023) | Total |
|---|---|---|---|---|---|---|---|---|
| Basic Services | $1,910,922 | $1,968,250 | $2,027,298 | $2,088,117 | $2,150,760 | $1,136,167 | $1,136,167 | $12,417,681 |
| Additional Services | $95,546 | $98,413 | $101,365 | $104,406 | $107,538 | $60,172 | $60,172 | $627,612 |
| Back Wages (9/1/2018-4/8/2022) | | | | | | $93,069 | | $93,069 |
| Total | $2,006,468 | $2,066,663 | $2,128,663 | $2,192,523 | $2,258,298 | $1,289,408 | $1,196,339 | $13,138,362 |

**B. Monthly Invoicing**

Invoicing is addressed in Section 8 of the Agreement. Contractor shall submit invoices monthly. Monthly invoices are to be itemized showing the monthly cost for each facility. Monthly costs for each facility to be determined from annual cost for each facility listed in spreadsheet below. Monthly costs and amounts used of itemized chemicals and supplies are to be reported on an Excel spreadsheet along with each monthly invoice.

A sample of an itemized facility listing for invoicing is shown below.

| **Facility** | **Monthly Cost** |
|---|---|
| Airport | $ monthly cost |
| Arastra Gateway | $ monthly cost |
| Art Center | $ monthly cost |
| Baylands Int. Center | $ monthly cost |
| Children's Library | $ monthly cost |
| Children's Theater | $ monthly cost |
| City Hall | $ monthly cost |
| College Terrace Library | $ monthly cost |
| Community Theater | $ monthly cost |
| Development Center | $ monthly cost |
| Downtown Library | $ monthly cost |
| Foothills Park | $ monthly cost |
| Jr. Museum | $ monthly cost |

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| Facility | Monthly Cost |
|---|---|
| Landfill Office & Toll Booth | $ monthly cost |
| Rinconada Library | $ monthly cost |
| Mitchell Park Library | $ monthly cost |
| Mitchell Park Community Center | $ monthly cost |
| MSC Buildings (A, B, C, SCADA) | $ monthly cost |
| Rinconada Park | $ monthly cost |
| Mitchell Park | $ monthly cost |
| Peers Park | $ monthly cost |
| El Camino Park | $ monthly cost |
| Greer Park | $ monthly cost |
| Baylands Park | $ monthly cost |
| Byxbee Park | $ monthly cost |
| Hoover Park | $ monthly cost |
| Stanford Fields | $ monthly cost |
| Seale Park | $ monthly cost |
| Briones Park | $ monthly cost |
| Rinconada Pool | $ monthly cost |
| Utility Offices (1005 & 1007 Elwell) | $ monthly cost |
| Water Quality Buildings (Admin, Lab, Maint Bldgs) | $ monthly cost |
| Parking Lot Q | $ monthly cost |
| Parking Lot R | $ monthly cost |
| Parking Lot S/L | $ monthly cost |
| Parking Lot J | $ monthly cost |
| City Hall Garage | $ monthly cost |
| Police Department | $ monthly cost |

**C. Additional Services (Excluding Police Dept., which is covered under Section D)**

Additional Work not defined in the Scope of Services (Basic Services), will be agreed upon by the CONTRACTOR and City at the hourly rates shown in Exhibit C-1 Hourly Rate Sheet.

**D. Police Department Custodial Services**

Included in the total not-to-exceed compensation detailed above, CITY shall pay CONTRACTOR according to the following rate schedule for Police Department Custodial Services beginning September 1, 2018 through August 31, 2023. The not-to-exceed maximum compensation on an annual basis is as follows:

**Maximum Compensation (Police Dept. Only)**

| | Year 1 (Sept. 1, 2017 through Aug. 31, 2018) | Year 2 (Sept. 1, 2018 through Aug. 31, 2019) | Year 3 (Sept. 1, 2019 through Aug. 31, 2020 | Year 4 (Sept. 1, 2020 through Aug. 31, 2021) | Year 5 (Sept. 1, 2021 through Aug. 31, 2022) | Year 6 (Sept. 1, 2022 through Feb. 28, 2023) | Year 6 (March 1, 2022 through Aug. 31, 2023) | Total |
|---|---|---|---|---|---|---|---|---|
| Basic Services | N/A | $80,080 | $82,482 | $84,957 | $87,506 | $44,103 | $44,103 | $423,230 |
| Additional Services | N/A | $10,069 | $10,371 | $10,682 | $11,003 | $2,336 | $2,336 | $46,796 |
| Back Wages (9/1/2018-4/8/2022) | N/A | | | | | $4,053 | | $4,053 |
| Total | N/A | $90,149 | $92,853 | $95,639 | $98,508 | $50,492 | $46,439 | $474,079 |

Additional Services – Police Department

Additional Services not defined in the Scope of Services (Basic Services) for Police Department custodial Services, will be agreed upon by the CONTRACTOR and CITY at the hourly rates shown in Exhibit G Billable Rate Sheet for Police Department.

*(Exhibit C is continued on the next page)*

## E. Compensation Detail for Basic Services (See Exhibit H for Year 6 Breakdown)

**1. Minimum staffing of 28 custodians, 3 utility workers, 1 lead person, and 1 supervisor, 2. Minimum material cost of $9,000 per month, 3. Minimum wage laws.**

| Bid Item | Facility | Number of Staff Hours per Year | * Year 1 Labor Cost per Year (in dollars) includes labor, profit, overhead, etc. | * Year 1 Material and Chemical Supply Costs per Year (in dollars) | Year 1 Total Cost (in dollars) | * Year 2 Labor Cost per Year (in dollars) includes labor, profit, overhead, etc. | * Year 2 Material and Chemical Supply Costs per Year (in dollars) | Year 2 Total Cost (in dollars) | * Year 3 Labor Cost per Year (in dollars) includes labor, profit, overhead, etc. | * Year 3 Material and Chemical Supply Costs per Year (in dollars) | Year 3 Total Cost (in dollars) | * Year 4 Labor Cost per Year (in dollars) includes labor, profit, overhead, etc. | * Year 4 Material and Chemical Supply Costs per Year (in dollars) | Year 4 Total Cost (in dollars) | * Year 5 Labor Cost per Year (in dollars) includes labor, profit, overhead, etc. | * Year 5 Material and Chemical Supply Costs per Year (in dollars) | Year 5 Total Cost (in dollars) | Total Cost (All Five Years) (in dollars) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Airport | **624** | $ 18,891.85 | $ 1,672.93 | $20,565 | 19,458.61$ | 1,723.11$ | $21,182 | 20,042.37$ | 1,774.81$ | $21,817 | 20,643.64$ | 1,828.05$ | $22,472 | 21,262.95$ | 1,882.89$ | $23,146 | $109,181.20 |
| 2 | Animal Services | **624** | $ 18,891.85 | $ 1,106.22 | $19,998 | 19,458.61$ | 1,139.41$ | $20,598 | 20,042.37$ | 1,173.59$ | $21,216 | 20,643.64$ | 1,208.80$ | $21,852 | 21,262.95$ | 1,245.06$ | $22,508 | $106,172.48 |
| 3 | Arastra Gateway | **260** | $ 7,871.60 | $ 460.06 | $8,332 | 8,107.75$ | 473.86$ | $8,582 | 8,350.99$ | 488.08$ | $8,839 | 8,601.52$ | 502.72$ | $9,104 | 8,859.56$ | 517.80$ | $9,377 | $44,233.94 |
| 4 | Art Center | **2808** | $ 85,013.33 | $ 4,660.54 | $89,674 | 87,563.73$ | 4,800.36$ | $92,364 | 90,190.64$ | 4,944.37$ | $95,135 | 92,896.36$ | 5,092.70$ | $97,989 | 95,683.25$ | 5,245.48$ | $100,929 | $476,090.76 |
| 5 | Baylands Int. Center | **390** | $ 11,807.41 | $ 474.46 | $12,282 | 12,161.63$ | 488.69$ | $12,650 | 12,526.48$ | 503.35$ | $13,030 | 12,902.27$ | 518.45$ | $13,421 | 13,289.34$ | 534.01$ | $13,823 | $65,206.10 |
| 6 | Children's Library | **1456** | $ 44,080.99 | $ 1,526.70 | $45,608 | 45,403.42$ | 1,572.50$ | $46,976 | 46,765.52$ | 1,619.68$ | $48,385 | 48,168.48$ | 1,668.27$ | $49,837 | 49,613.54$ | 1,718.32$ | $51,332 | $242,137.42 |
| 7 | Children's Theater | **936** | $ 28,337.78 | $ 3,765.09 | $32,103 | 29,187.91$ | 3,878.05$ | $33,066 | 30,063.55$ | 3,994.39$ | $34,058 | 30,965.45$ | 4,114.22$ | $35,080 | 31,894.42$ | 4,237.65$ | $36,132 | $170,438.50 |
| 8 | City Hall | **9750** | $ 295,185.18 | $ 21,774.04 | $316,959 | 304,040.74$ | 22,427.26$ | $326,468 | 313,161.96$ | 23,100.07$ | $336,262 | 322,556.82$ | 23,793.08$ | $346,350 | 332,233.52$ | 24,506.87$ | $356,740 | $1,682,779.52 |
| 9 | College Terrace Library | **624** | $ 18,891.85 | $ 2,098.81 | $20,991 | 19,458.61$ | 2,161.77$ | $21,620 | 20,042.37$ | 2,226.63$ | $22,269 | 20,643.64$ | 2,293.43$ | $22,937 | 21,262.95$ | 2,362.23$ | $23,625 | $111,442.27 |
| 10 | Community Theater | **1248** | $ 37,783.70 | $ 2,703.65 | $40,487 | 38,917.21$ | 2,784.76$ | $41,702 | 40,084.73$ | 2,868.30$ | $42,953 | 41,287.27$ | 2,954.35$ | $44,242 | 42,525.89$ | 3,042.98$ | $45,569 | $214,952.84 |
| 11 | Development Center | **780** | $ 23,614.81 | $ 2,330.63 | $25,945 | 24,323.26$ | 2,400.55$ | $26,724 | 25,052.96$ | 2,472.57$ | $27,526 | 25,804.55$ | 2,546.75$ | $28,351 | 26,578.68$ | 2,623.15$ | $29,202 | $137,747.90 |
| 12 | Downtown Library | **1040** | $ 31,486.42 | $ 2,776.70 | $34,263 | 32,431.01$ | 2,860.01$ | $35,291 | 33,403.94$ | 2,945.81$ | $36,350 | 34,406.06$ | 3,034.18$ | $37,440 | 35,438.24$ | 3,125.21$ | $38,563 | $181,907.58 |
| 13 | Foothills Park | **780** | $ 23,614.81 | $ 966.55 | $24,581 | 24,323.26$ | 995.54$ | $25,319 | 25,052.96$ | 1,025.41$ | $26,078 | 25,804.55$ | 1,056.17$ | $26,861 | 26,578.68$ | 1,087.86$ | $27,667 | $130,505.79 |
| 14 | Golf Course (Clubhouse + Field restrooms) | **1820** | $ 55,101.23 | $ 1,789.69 | $56,891 | 56,754.27$ | 1,843.38$ | $58,598 | 58,456.90$ | 1,898.68$ | $60,356 | 60,210.61$ | 1,955.64$ | $62,166 | 62,016.92$ | 2,014.31$ | $64,031 | $302,041.62 |
| 15 | Jr. Museum | **1279.2** | $ 38,728.30 | $ 7,083.55 | $45,812 | 39,890.14$ | 7,296.05$ | $47,186 | 41,086.85$ | 7,514.93$ | $48,602 | 42,319.45$ | 7,740.38$ | $50,060 | 43,589.04$ | 7,972.59$ | $51,562 | $243,221.29 |
| 17 | Landfill Office & Toll Booth | **260** | $ 7,871.60 | $ 407.81 | $8,279 | 8,107.75$ | 420.04$ | $8,528 | 8,350.99$ | 432.64$ | $8,784 | 8,601.52$ | 445.62$ | $9,047 | 8,859.56$ | 458.99$ | $9,319 | $43,956.53 |
| 18 | Rinconada Library | **3276** | $ 99,182.22 | $ 8,428.16 | $107,610 | 102,157.69$ | 8,681.01$ | $110,839 | 105,222.42$ | 8,941.44$ | $114,164 | 108,379.09$ | 9,209.68$ | $117,589 | 111,630.46$ | 9,485.97$ | $121,116 | $571,318.13 |
| 19 | Mitchell Park Library | **7098** | $ 214,894.81 | $ 18,054.05 | $232,949 | 221,341.66$ | 18,595.67$ | $239,937 | 227,981.90$ | 19,153.54$ | $247,135 | 234,821.36$ | 19,728.14$ | $254,550 | 241,866.00$ | 20,319.99$ | $262,186 | $1,236,757.12 |
| 20 | Mitchell Park Community Center | **4004** | $ 121,222.71 | $ 5,235.77 | $126,458 | 124,859.40$ | 5,392.84$ | $130,252 | 128,605.18$ | 5,554.63$ | $134,160 | 132,463.33$ | 5,721.27$ | $138,185 | 136,437.23$ | 5,892.90$ | $142,330 | $671,385.25 |
| 21 | MSC Buildings (A, B, C, & SCADA) | **5980** | $ 181,046.91 | $ 20,342.87 | $201,390 | 186,478.32$ | 20,953.16$ | $207,431 | 192,072.67$ | 21,581.75$ | $213,654 | 197,834.85$ | 22,229.20$ | $220,064 | 203,769.89$ | 22,896.08$ | $226,666 | $1,069,205.70 |
| 22 | Rinconada Park | **364** | $ 11,020.25 | $ 760.32 | $11,781 | 11,350.85$ | 783.12$ | $12,134 | 11,691.38$ | 806.62$ | $12,498 | 12,042.12$ | 830.82$ | $12,873 | 12,403.38$ | 855.74$ | $13,259 | $62,544.60 |
| 23 | Mitchell Park | **910** | $ 27,550.62 | $ 1,724.72 | $29,275 | 28,377.14$ | 1,776.47$ | $30,154 | 29,228.45$ | 1,829.76$ | $31,058 | 30,105.30$ | 1,884.65$ | $31,990 | 31,008.46$ | 1,941.19$ | $32,950 | $155,426.76 |
| 24 | Peers Park | **364** | $ 11,020.25 | $ 571.53 | $11,592 | 11,350.85$ | 588.67$ | $11,940 | 11,691.38$ | 606.33$ | $12,298 | 12,042.12$ | 624.52$ | $12,667 | 12,403.38$ | 643.26$ | $13,047 | $61,542.30 |
| 25 | El Camino Park | **546** | $ 16,530.37 | $ 777.47 | $17,308 | 17,026.28$ | 800.80$ | $17,827 | 17,537.07$ | 824.82$ | $18,362 | 18,063.18$ | 849.57$ | $18,913 | 18,605.08$ | 875.05$ | $19,480 | $91,889.70 |
| 26 | Greer Park | **546** | $ 16,530.37 | $ 747.78 | $17,278 | 17,026.28$ | 770.21$ | $17,796 | 17,537.07$ | 793.32$ | $18,330 | 18,063.18$ | 817.12$ | $18,880 | 18,605.08$ | 841.63$ | $19,447 | $91,732.05 |
| 27 | Baylands Park | **364** | $ 11,020.25 | $ 549.36 | $11,570 | 11,350.85$ | 565.84$ | $11,917 | 11,691.38$ | 582.82$ | $12,274 | 12,042.12$ | 600.30$ | $12,642 | 12,403.38$ | 618.31$ | $13,022 | $61,424.62 |
| 28 | Byxbee Park | **364** | $ 11,020.25 | $ 642.94 | $11,663 | 11,350.85$ | 662.22$ | $12,013 | 11,691.38$ | 682.09$ | $12,373 | 12,042.12$ | 702.55$ | $12,745 | 12,403.38$ | 723.63$ | $13,127 | $61,921.42 |
| 29 | Hoover Park | **364** | $ 11,020.25 | $ 388.31 | $11,409 | 11,350.85$ | 399.96$ | $11,751 | 11,691.38$ | 411.96$ | $12,103 | 12,042.12$ | 424.32$ | $12,466 | 12,403.38$ | 437.05$ | $12,840 | $60,569.58 |
| 30 | Stanford Fields | **728** | $ 22,040.49 | $ 1,032.56 | $23,073 | 22,701.71$ | 1,063.54$ | $23,765 | 23,382.76$ | 1,095.45$ | $24,478 | 24,084.24$ | 1,128.31$ | $25,213 | 24,806.77$ | 1,162.16$ | $25,969 | $122,498.00 |
| 31 | Seale park | **364** | $ 11,020.25 | $ 346.82 | $11,367 | 11,350.85$ | 357.23$ | $11,708 | 11,691.38$ | 367.94$ | $12,059 | 12,042.12$ | 378.98$ | $12,421 | 12,403.38$ | 390.35$ | $12,794 | $60,349.31 |
| 32 | Briones Park | **364** | $ 11,020.25 | $ 346.82 | $11,367 | 11,350.85$ | 357.23$ | $11,708 | 11,691.38$ | 367.94$ | $12,059 | 12,042.12$ | 378.98$ | $12,421 | 12,403.38$ | 390.35$ | $12,794 | $60,349.31 |
| 33 | Rinconada Pool | **2184** | $ 66,121.48 | $ 1,507.92 | $67,629 | 68,105.12$ | 1,553.16$ | $69,658 | 70,148.28$ | 1,599.75$ | $71,748 | 72,252.73$ | 1,647.74$ | $73,900 | 74,420.31$ | 1,697.18$ | $76,117 | $359,053.67 |
| 34 | Utility Offices (1005 & 1007 Elwell) | **1560** | $ 47,229.63 | $ 2,673.90 | $49,904 | 48,646.52$ | 2,754.12$ | $51,401 | 50,105.91$ | 2,836.74$ | $52,943 | 51,609.09$ | 2,921.84$ | $54,531 | 53,157.36$ | 3,009.50$ | $56,167 | $264,944.61 |
| 35 | Water Quality Buildings (Admin, Lab, Maint Bldgs) | **1820** | $ 55,101.23 | $ 4,500.79 | $59,602 | 56,754.27$ | 4,635.81$ | $61,390 | 58,456.90$ | 4,774.89$ | $63,232 | 60,210.61$ | 4,918.14$ | $65,129 | 62,016.92$ | 5,065.68$ | $67,083 | $316,435.24 |
| 36 | Parking Lot Q | **364** | $ 11,020.25 | $ 141.11 | $11,161 | 11,350.85$ | 145.34$ | $11,496 | 11,691.38$ | 149.70$ | $11,841 | 12,042.12$ | 154.19$ | $12,196 | 12,403.38$ | 158.82$ | $12,562 | $59,257.16 |
| 37 | Parking Lot R | **546** | $ 16,530.37 | $ 307.97 | $16,838 | 17,026.28$ | 317.21$ | $17,343 | 17,537.07$ | 326.73$ | $17,864 | 18,063.18$ | 336.53$ | $18,400 | 18,605.08$ | 346.62$ | $18,952 | $89,397.03 |
| 38 | Parking Lot S/L | **910** | $ 27,550.62 | $ 394.49 | $27,945 | 28,377.14$ | 406.32$ | $28,783 | 29,228.45$ | 418.51$ | $29,647 | 30,105.30$ | 431.07$ | $30,536 | 31,008.46$ | 444.00$ | $31,452 | $148,364.37 |
| 39 | Parking Lot J | **546** | $ 16,530.37 | $ 184.37 | $16,715 | 17,026.28$ | 189.90$ | $17,216 | 17,537.07$ | 195.60$ | $17,733 | 18,063.18$ | 201.47$ | $18,265 | 18,605.08$ | 207.51$ | $18,813 | $88,740.83 |
| 40 | City Hall Garage | **728** | $ 22,040.49 | $ 227.63 | $22,268 | 22,701.71$ | 234.46$ | $22,936 | 23,382.76$ | 241.49$ | $23,624 | 24,084.24$ | 248.74$ | $24,333 | 24,806.77$ | 256.20$ | $25,063 | $118,224.49 |
| | | | | | $1,910,922.48 | | | $1,968,250.16 | | | $2,027,297.66 | | | $2,088,116.59 | | | **$2,150,760.09** | **$10,145,346.97** |

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# EXHIBIT H
# BILLABLE MONTHLY RATE SHEET FOR
# CONTRACT EXTENSION BY CITY FACILITY, AMENDMENT NO. 3
# (AMENDED, REPLACES PREVIOUS)

This Exhibit H provides the billable rates for the six-month term extension September 1, 2022 through February 28, 2023 (Amendment No. 2).

| City of Palo Alto - Contract Extension 6 Month Pricing | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Description** | **Sep-22** | **Oct-22** | **Nov-22** | **Dec-22** | **Jan-23** | **Feb-23** |
| Airport | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 |
| Arastra Gateway | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 |
| Art Center | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 |
| Baylands Int. Center | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 |
| Children's Library | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 |
| Children's Theater | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 |
| City Hall | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 |
| College Terrace Library | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 |
| Community Theater | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 |
| Development Center | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 |
| Downtown Library | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 |
| Foothills Park | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 |
| Jr. Museum | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 |
| Landfill Office & Toll Booth | $ 833.04 | $ 833.04 | $ 833.04 | $ 833.04 | $ 833.04 | $ 833.04 |
| Rinconada Library | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 |
| Mitchell Park Library | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 |
| Mitchell Park Community Center | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 |
| MSC Buildings (A, B, C, SCADA) | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 |
| Rinconada Park | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 |
| Mitchell Park | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 |
| Peers Park | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 |
| El Camino Park | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 |
| Greer Park | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 |
| Baylands Park | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 |
| Byxbee Park | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 |
| Hoover Park | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 |
| Stanford Fields | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 |
| Seale Park | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 |
| Briones Park | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 |
| Rinconada Pool | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 |
| Utility Offices (1005 & 1007 Elwell) | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 |
| Water Quality Buildings (Admin, Lab, Maint Bl | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 |
| Parking Lot Q | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 |
| Parking Lot R | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 |
| Parking Lot S/L | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 |
| Parking Lot J | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 |
| City Hall Garage | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 |
| Police Department (Carlos Pizano) 40hrs/week | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 |
| **Total** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** |

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This Exhibit H provides the billable rates for the six-month term extension March 1, 2023 through August 31 28, 2023 (Amendment No. 3 – Added).

| City of Palo Alto - Forecast 6 Months Invoices | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Description** | **Mar-23** | **Apr-23** | **May-23** | **Jun-23** | **Jul-23** | **Aug-23** |
| Airport | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 | $ 2,223.35 |
| Arastra Gateway | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 | $ 1,105.48 |
| Art Center | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 | $ 9,199.09 |
| Baylands Int. Center | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 | $ 1,259.56 |
| Children's Library | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 | $ 4,504.55 |
| Children's Theater | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 | $ 3,432.59 |
| City Hall | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 | $ 32,710.36 |
| College Terrace Library | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 | $ 2,133.83 |
| Community Theater | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 | $ 4,525.59 |
| Development Center | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 | $ 2,713.71 |
| Downtown Library | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 | $ 3,491.57 |
| Foothills Park | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 | $ 3,311.78 |
| Jr. Museum | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 | $ 6,426.54 |
| Landfill Office & Toll Booth | $ 833.04 | $ 833.04 | $ 833.04 | $ 833.04 | $ 833.04 | $ 833.04 |
| Rinconada Library | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 | $ 10,951.10 |
| Mitchell Park Library | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 | $ 23,409.07 |
| Mitchell Park Community Center | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 | $ 3,800.92 |
| MSC Buildings (A, B, C, SCADA) | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 | $ 20,954.23 |
| Rinconada Park | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 | $ 1,157.85 |
| Mitchell Park | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 | $ 2,878.93 |
| Peers Park | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 | $ 1,148.59 |
| El Camino Park | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 | $ 1,692.93 |
| Greer Park | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 | $ 1,695.59 |
| Baylands Park | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 | $ 1,142.95 |
| Byxbee Park | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 | $ 1,147.38 |
| Hoover Park | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 | $ 1,121.38 |
| Stanford Fields | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 | $ 2,269.09 |
| Seale Park | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 |
| Briones Park | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 | $ 1,110.85 |
| Rinconada Pool | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 | $ 6,658.12 |
| Utility Offices (1005 & 1007 Elwell) | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 | $ 5,143.96 |
| Water Quality Buildings (Admin, Lab, Maint Bldgs) | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 | $ 6,025.77 |
| Parking Lot Q | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 | $ 2,124.69 |
| Parking Lot R | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 | $ 3,205.37 |
| Parking Lot S/L | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 | $ 5,319.67 |
| Parking Lot J | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 | $ 3,181.84 |
| City Hall Garage | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 | $ 4,238.99 |
| Police Department (Carlos Pizano) 40hrs/week m-f *42.07 | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 | $ 7,350.47 |
| **Total** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** | **$ 196,711.61** |

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**EXHIBIT I**
**PAYMENT OF BACK WAGES BY CONTRACTOR, AMENMENT NO. 3**
**(ADDED)**

Notwithstanding any provision in the Contract to contrary, Contractors agrees to distribute the sum of ninety-seven thousand one hundred twenty two dollars ($97,122) of the additional compensation provided under Amendment 3 to any former or current employees of Contractor for hours worked under this Contract ("eligible employees") as back wages for the period between September 1, 2018 and April 8, 2022, with such sum representing CITY's share of pay increases required by the Contract during that period, as well as interest thereon.

Contractor further agrees to distribute an equal sum to eligible employees, with such sum representing Contractor's share of pay increases required by the Contract during that period, as well as interest thereon.

Payments to eligible employees for both CITY's and Contractor's shares shall be made individually payable to eligible employees and issued by direct deposit or by check, mailed by certified return receipt, to the eligible employees last known address.

All payments to eligible employees for both CITY's and Contractor's shares of wages increases and interest shall be made no later than March 31, 2023.

Consistent with Section L “AUDITS”, Contractor shall provide CITY with CONTRACTOR'S records evidencing performance of its obligations under this Exhibit I no later than April 28, 2023.

# City of Palo Alto

## City Council Staff Report

(ID # 14685)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

## Title: Approval of Contract With Woodard & Curran, Inc. (C23186176) in a Total Amount Not to Exceed $3,151,500 for Program Management Services for Projects Under the Long Range Facilities Plan of the Regional Water Quality Control Plant – Capital Improvement Program Project WQ- 10001

## From: City Manager

## Lead Department: Public Works

### Recommendation

Staff recommends that City Council approve and authorize the City Manager or their designee to execute the contract with Woodard & Curran, Inc., in the amount of $3,151,500 from January 1, 2023 to March 31, 2028 to provide program management services for projects under the Long Range Facilities Plan of the Regional Water Quality Control Plant, including $2,865,000 for basic services and $286,500 for additional services.

### Background

The Regional Water Quality Control Plant (RWQCP) was originally constructed in 1934 and has undergone several rehabilitations. In 2012, staff developed a Long-Range Facilities Plan (LRFP)[1] to upgrade its facilities and treatment processes. The LRFP's goals are to reduce the RWQCP's carbon footprint, modernize aging infrastructure, address changing regulatory requirements, increase treatment efficiency and reliability, and provide dependable and sustainable treatment. The LRFP was accepted by Council on July 2, 2012 (SR ID# 2914[2]).

On November 10, 2014, Council approved a three-year contract with RMC Water and Environment (acquired in 2016 by Woodard & Curran) (SR ID#5116[3]) to provide capital program management services. Program management services support in-house staff with additional expertise in delivering the projects comprising the LRFP Capital Improvement Program. The

[1] Long Range Facilities Plan, October, 2012, https://www.cityofpaloalto.org/files/assets/public/public-works/water-quality-control-plant/lrfp-final-report-08-2012.pdf

[2] City Council, July, 2012; Agenda Item #7; CMR#2914, http://www.cityofpaloalto.org/civicax/filebank/documents/30006

[3] City Council, November, 2014; Agenda Item #15; CMR#5116, https://www.cityofpaloalto.org/files/assets/public/public-works/water-quality-control-plant/files-for-staff-reports/111014-5116-cip-program-management-services-at-rwqcp.pdf

contract had two no-cost time extensions through December 31, 2022 covered in SR ID#8210[4] on November 6, 2017 and SR ID#11612[5] on November 9, 2020.

Table 1 gives an outline of the key Capital Improvement Program (CIP) projects covered under the LRFP.

**Table 1: Summary of Key LRFP CIP Projects**

| Project Title | Status | Expected Funding Mechanism | Cost (millions) |
|---|---|---|---|
| Primary Sedimentation Tanks Rehabilitation and Equipment Room Electrical Upgrade Project (WQ-14003) | Construction | SRF[6] Loan | $19.4 |
| Secondary Treatment Upgrades (WQ-19001) | Awarding | SRF Loan | $193.0 |
| Miscellaneous Projects in Progress (WQ-19002) | Various | Annual Recurring Capital Budget | $10.6 |
| Joint Interceptor Sewer Relining (WQ-24000) | 30% Design | Special One-Time Payment or Revenue Bond | $5.6 |
| New Outfall Pipeline (WQ-19000) | 90% Redesign | SRF Loan | $17.4 |
| Advanced Water Purification System (WQ-19003) | 90% Design | Valley Water $16M<br>USBR $12.9M Grant<br>MV $18M - SRF<br>PA WWT $6M - SRF | $56.0 |
| Headworks Facility (WQ-16002) | Planning | SRF Loan | $48.6 |
| New Laboratory and Staff Workspaces (WQ-14002)<br>(Various staff workspace alternatives) | Design and Advanced Planning | Revenue Bond | $47.4 |
| Valley Water Regional Purification Drinking Water Plant at Old Los Altos Treatment Plant (appx. $700 million)<br>--9+ MGD Pump Station at RWQCP<br>--New Regional Drinking Water Plant | Coordinating with Valley Water | Valley Water | n/a |

[4] City Council, November, 2017; Agenda Item #3; CMR#8210, https://www.cityofpaloalto.org/files/assets/public/public-works/water-quality-control-plant/id-8210-adoption-ofamendment-no.-1-to-contract-with-rmc-water-and-environment-for-professional-services_2.pdf

[5] City Council, November, 2020; Agenda Item #6; CMR#11612, November 9, 2020, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2020-2/id-11612.pdf

[6] SRF – State of California, State Water Resources Control Board, Clean Water State Revolving Fund

| | | | |
|---|---|---|---|
| | | **Total** | **$398** |

**Discussion**

Woodard & Curran, Inc. (W&C) is currently contracted to provide Wastewater Treatment Enterprise Fund capital program management services through the end of calendar year 2022. W&C is pivotal in providing the additional staff resources and services to implement the LRFP improvements while allowing existing Regional Water Quality Control Plant (RWQCP) staff members to perform their ongoing functions and workload. Approval of this new contract with W&C (C23186176, Attachment A) extends those key services through March 2028 to support the RWQCP capital program.

Implementation of the highly technical and complicated projects under the LRFP while maintaining plant operation and full permit compliance requires careful planning and supervision. The varying phases of these projects are overlapping, and the workload fluctuates significantly. Flexible staffing with flexible time allocation is required to accommodate the needs of the program. The RWQCP has a small engineering group and cannot accommodate the flexible staffing needs and the skill set for program implementation. The LRFP program requires augmentation of staff by consultants with a wide spectrum of skills, including structural, civil, process mechanical, electrical, instrumentation and controls, environmental, project management, and construction administration as required. To implement the capital program's projects efficiently and effectively, consultant resources with the appropriate skill sets must be available when required so that each phase of the program can be implemented in a timely manner without causing delay to subsequent phases.

Scope of Services Description

W&C provides program management for the implementation of the projects under the LRFP. The scope of work includes:

1. Plan and coordinate the activities of the various phases/projects to maintain conformance with the City's budget and schedule;
2. Assist staff in obtaining the services of consulting engineering firms to complete the environmental documentation and design of projects;
3. Assist staff in managing multiple consultants on multiple projects and conduct review of reports, plans, and specifications prepared by the consulting engineering firms for projects;
4. Assist staff in managing multiple construction contracts to ensure proper execution of construction contracts;
5. Monitor overall budgets and schedules and maintain conformance with the City's budget and schedule;
6. Assist with regulatory and public outreach requirements;
7. Develop solutions that ensure ongoing RWQCP operational and regulatory compliance as a result of the construction projects;

8. Assist City with acquisition of funding, such as the State Water Resources Control Board State Revolving Fund loan program or bond financing;
9. Assist City with review and coordination regarding Valley Water's Regional Advanced Water Purification Project; and
10. Other miscellaneous project management tasks.

Under the terms of the contract, W&C is not permitted to propose on any environmental studies or design work for the projects under the LRFP.

Summary of Solicitation Process and Exemption from Competitive Solicitation per Palo Alto Municipal Code

The RWQCP currently has multiple projects in various stages of development. Under these circumstances, changing resources providing Program Management services would sacrifice time and institutional knowledge, risking project delays and cost increases to the projects already in progress, as well as strain staff resources. W&C was selected through a competitive solicitation process in 2014, and has provided services under their current contract from November 10, 2014 to December 31, 2022 for a contract amount of $4,357,899. Expenses in this new contract remain in line with the expenses and term of the prior contract.

Staff is pleased with the performance and value currently provided to the RWQCP capital improvement program by W&C. Staff regularly monitors and oversees W&C's performance. Additionally, W&C reports regularly to an interdepartmental committee overseeing ongoing capital program management progress and performance. In addition to other staff, this interdepartmental committee includes the Directors of Public Works and Administrative Services. The contract is on the City's professional services template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor.

**Resource Impact**

Funding for the contract recommended in this staff report is available in the Fiscal Year 2023 Wastewater Treatment Fund Capital Improvement Program Plant Master Plan project (WQ-10001). Funding for future years of the contract will be subject to Council appropriation as part of the annual budget process.

The work performed by W&C to coordinate and assist with Valley Water's Regional Advanced Water Purification project at the Old Los Altos Treatment Plant is expected to be reimbursed by Valley Water.

**Policy Implications**

Authorization of this project does not represent a change in existing policies.

**Stakeholder Engagement**

This project is part of the RWQCP's major capital improvement program funded by Palo Alto and the five partner agencies who use the RWQCP for wastewater treatment. The five partner

agencies are regularly updated on both the need for and the progress of wastewater treatment capital work. Updates are provided each year at an annual meeting and at other periodic meetings established to inform partner agency staff about the major capital improvement program. With respect to Palo Alto itself, the open meetings on the budget process serve as the main vehicle for engaging the community on both new projects such as this and associated rate impacts.

**Environmental Review**

Council action on this item is not a project as defined by the California Environmental Quality Act (CEQA) because extending a contract for program management services is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. CEQA Guidelines section 15378(b)(5). Individual projects in the LRFP Capital Improvement Program will undergo separate review where required under CEQA.

**Attachments:**

- **Attachment15.a:** Attachment A C23186176 W&C_PSA_12.05.2022

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**CITY OF PALO ALTO CONTRACT NO. C23186176**

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PALO ALTO AND WOODARD & CURRAN, INC.**

This Agreement for Professional Services (this "Agreement") is entered into as of the 19th day of December 2022 (the "Effective Date"), by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and WOODARD & CURRAN, INC. a Maine corporation, located at 41 Hutchins Drive, Portland, ME 04102, DIR #1000046744 ("CONSULTANT").

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

**RECITALS**

A. CITY intends to implement its Long Range Facilities Plan (LRFP) (the "Project") and desires to engage a consultant to program management services in connection with the Project (the "Services", as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled "SCOPE OF SERVICES".

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.**
The term of this Agreement shall be from January 1, 2023 through March 31, 2028 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit B, entitled "SCHEDULE OF PERFORMANCE". Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of

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damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Two Million Eight Hundred Sixty-Five Thousand Dollars ($2,865,000)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Two Hundred Eighty-Six Thousand Five Hundred Dollars ($286,500)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Three Million One Hundred Fifty-One Thousand Five Hundred Dollars ($3,151,500)**, as detailed in Exhibit C.

"Additional Services" means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit A. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY's Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in

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this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT's schedule of rates set forth in Exhibit C-1. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors, if any, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY's stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the Project design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** CONSULTANT acknowledges and agrees

that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties.

**SECTION 12. SUBCONTRACTING.**

☐ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

☒ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractors authorized by CITY to perform work on this Project are:

Bartle Wells Associates, 1889 Alcatraz Avenue, Berkeley, CA 94703

SWA Services Group, Inc., 68 Harold Avenue, Santa Clara, CA 95050

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

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**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Greg Sands, P.E., 101 Montgomery Street, Suite 1850, San Francisco, CA 94104, Telephone: 408-240-8161, Email: gsands@woodardcurran.com as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. If circumstances cause the substitution of the CONSULTANT's Project Manager or any other of CONSULTANT's key personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property.

CITY's Project Manager is Padmakar M. Chaobal, P.E., Public Works Department, Environmental Services Division, Regional Water Quality Control Plant (RWQCP) , 2501 Embarcadero Way, Palo Alto, CA, 94303, Telephone: 650-329-2287, Email: Padmakar.chaobal@cityofpaloalto.org. CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Except for Consultant's proprietary software, source code, software frameworks and methodologies, all work product, including without limitation, all writings, drawings, studies, sketches, photographs, plans, reports, specifications, computations, models, recordings, data, documents, and other materials and copyright interests developed under this Agreement, in any form or media, shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work product pursuant to this Agreement are vested in CITY, and CONSULTANT hereby waives and relinquishes all claims to copyright or other intellectual property rights in favor of CITY. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services.

**SECTION 15. AUDITS.** CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor). CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

**SECTION 16. INDEMNITY.**

☒**[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed**

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**professional land surveyors.]** 16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. CITY will reimburse CONSULTANT for the proportionate percentage of defense costs exceeding CONSULTANT's proportionate percentage of fault as determined by the final judgment of a court of competent jurisdiction.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

16.3. The acceptance of CONSULTANT's Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit D, entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk

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Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or materially modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement.

**SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, the City Manager may terminate this Agreement sooner upon written notice of termination. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of suspension or termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of suspension or termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement as such determination is made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by

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certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Project Manager at the address of CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a "Consultant" as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

**SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.**

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the

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public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, hereby incorporated by reference and as amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include, first, minimizing and reducing waste; second, reusing waste; and, third, recycling or composting waste. In particular, CONSULTANT shall comply with the following Zero Waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.** CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code Section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code Section 4.62.060.

**SECTION 25. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

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**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.**

☒ 26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

(1) is not a public works contract;
(2) is for a public works construction project of $25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
(3) is for a public works alteration, demolition, repair, or maintenance project of $15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

**OR**

☐ 26.1. **This Project is subject to prevailing wages and related requirements as a "public works" under California Labor Code Sections 1720 et seq. and related regulations. CONSULTANT is required to pay general prevailing wages** as defined in California Labor Code Section 1773.1 and Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. Pursuant to Labor Code Section 1773, the CITY has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the State of California Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the CITY's Purchasing Department office. The general prevailing wage rates are also available at the DIR, Division of Labor Statistics and Research, web site (see e.g. http://www.dir.ca.gov/DLSR/PWD/index.htm) as amended from time to time. CONSULTANT shall post a copy of the general prevailing wage rates at all Project job sites and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with all applicable provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Labor Code Section 1720 et seq.), including but not limited to Sections 1725.5, 1771, 1771.1, 1771.4, 1773.2, 1774, 1775, 1776, 1777.5, 1782, 1810, 1813 and 1815, and all applicable implementing regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq. (8 CCR Section 16000 et seq.), as amended from time to time. CONSULTANT shall comply with the requirements of Exhibit E, entitled "DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS", for any contract for public works construction, alteration, demolition, repair or maintenance, including but not limited to the obligations to register with, and furnish certified payroll records directly to, DIR.

**SECTION 27. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS".** For purposes of this Section 27, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled "Claims for Public Contract Code Section 9204 Public Works Projects".

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☐ **This Project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Exhibit F, entitled "Claims for Public Contract Code Section 9204 Public Works Projects".

**OR**

☒ **This Project is not a 9204 Public Works Project.**

**SECTION 28. CONFIDENTIAL INFORMATION.**

28.1. In the performance of this Agreement, CONSULTANT may have access to CITY's Confidential Information (defined below). CONSULTANT will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to CITY under this Agreement and for no other purpose. CONSULTANT will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform CONSULTANT's obligations to CITY under this Agreement and for no other purpose, provided that the CONSULTANT informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. "Confidential Information" means all data, information (including without limitation "Personal Information" about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to CONSULTANT by CITY, directly or indirectly, pursuant to this Agreement. Confidential Information excludes information that CONSULTANT can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in CONSULTANT's possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by CONSULTANT from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of CONSULTANT without any use of or access to the Confidential Information; or (v) CONSULTANT has written consent to disclose signed by an authorized representative of CITY.

28.3. Notwithstanding the foregoing, CONSULTANT may disclose Confidential Information to the extent required by order of a court of competent jurisdiction or governmental body, provided that CONSULTANT will notify CITY in writing of such order immediately upon receipt and prior to any such disclosure (unless CONSULTANT is prohibited by law from doing so), to give CITY an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City promptly upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the notice requirements of Civil

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Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, CONSULTANT will honor any request from the CITY to return or securely destroy all copies of Confidential Information. All Confidential Information is and will remain the property of the CITY and nothing contained in this Agreement grants or confers any rights to such Confidential Information on CONSULTANT.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

**SECTION 29. MISCELLANEOUS PROVISIONS.**

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

29.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time.

29.5. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

29.10. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

**SECTION 30. EXHIBITS.** Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☒ EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER
- ☒ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☒ EXHIBIT C: COMPENSATION
- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS

***THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED***.

## CONTRACT NO. C23186176 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

**CITY OF PALO ALTO**

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney or Designee

**WOODARD & CURRAN, INC.**

**Officer 1**

By: DocuSigned by: Thomas F Hazlett, III, Executive Vice Presider
684211DD8E8B47A...

Name: Thomas F Hazlett, III, Executive Vice Presid

Title: Executive Vice President

**Officer 2**

By: DocuSigned by: Carrie Del Boccio, Vice President
91B836D066B5404...

Name: Carrie Del Boccio, Vice President

Title: Vice President

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# EXHIBIT A
# SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled "SCOPE OF SERVICES".

The Palo Alto Regional Water Quality Control Plant (RWQCP; or "Plant") was constructed in 1934. The RWQCP has undergone several expansions and upgrades. Currently, the RWQCP is an advanced treatment facility that provides treatment and disposal of wastewater for Palo Alto, Mountain View, Los Altos, Los Altos Hills, the East Palo Alto Sanitary District, and Stanford University. Palo Alto owns and operates the RWQCP on behalf of its five "Partner" agencies. The RWQCP has a permitted and designed average dry weather flow (ADWF) capacity of 39 million gallons per day (mgd). Flows have been averaging about 16 mgd. Treated effluent from the RWQCP is discharged to San Francisco Bay as well as to the RWQCP recycled water facility for beneficial reuse. A Long-Range Facilities Plan (LRFP) was prepared in 2012 to provide a road map for the RWQCP's future process and facility upgrades. The City of Palo Alto seeks professional services / program management services to assist City staff with implementation of capital improvement projects defined in the LRFP.

## BACKGROUND

The RWQCP was originally constructed in 1934 for Palo Alto and Stanford flows. In 1972, the RWQCP was upgraded to a larger regional secondary treatment facility with a dry-season capacity of 35 mgd and a peak wet weather capacity of 80 mgd. In 1980, construction was completed for an upgrade to provide nitrification and tertiary treatment. In 1988, a capacity expansion project increased the overall permitted average dry weather flow capacity to 39 mgd, with bypass provisions of the nitrification and tertiary treatment processes for flows more than 39 mgd.

The existing RWQCP treatment processes consist of headworks, primary, two-stage secondary, tertiary, ultraviolet disinfection, sludge dewatering and truck loadout, and recycled water treatment. Some of the original structures are still in use.

In 2012, the RWQCP completed the LRFP providing a roadmap to upgrade its facilities and treatment processes. The goals are to reduce the RWQCP's carbon footprint, increase treatment efficiency and reliability, and provide dependable and sustainable treatment. The LRFP was accepted by the Palo Alto City Council on July 2, 2012. The LRFP and information about the Plant are available on the City of Palo Alto's website[1]. The LRFP identified a total cost of $192 million (2015 dollars) of facilities, rehabilitation work, and process replacement projects to be constructed over a ten-year period. Projects are in various phases of development. A key LRFP project was for the Sludge Dewatering and Loadout Facility, which was put in operation in 2019. The latest total ten-year capital program cost is $407 million for remaining work.

[1] https://www.cityofpaloalto.org/files/assets/public/public-works/water-quality-control-plant/lrfp-final-report-08-2012.pdf

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The RWQCP seeks to retain a consulting firm to act as Program Manager for the remaining LRFP projects as well as any LRFP update that may be initiated during the contract term. The Program Manager will be responsible for planning and coordinating project activities, acquiring and managing the preparation of design and environmental documents by other consultants, conducting design reviews, coordinating or managing construction of projects, working with RWQCP engineering staff to monitor overall budgets and schedules, facilitating the RWQCP with regulatory and partner agency' liaison, and assisting the RWQCP on public relations, as needed. The Program Manager and its subconsultants are not authorized to propose on design work of any of the CIP projects under the LRFP, which is following City's procurement policies and municipal code.

## PROJECT APPROACH

The LRFP provides a basis for the RWQCP's capital improvement goals. The Consultant shall assist the RWQCP to implement the projects following the road map outlined in the LRFP. The LRFP identified major facilities/processes that need to be upgraded or replaced; the associated capital improvement projects with tentative implementation schedule and budget are listed in Attachment A.

The RWQCP anticipates awarding separate professional service contracts for the design of the aforementioned projects that are either in planning or not started. The RWQCP may consider the use of design-build process for some projects.

## CONSULTANT SERVICES

### GENERAL

The Consultant shall provide program management for the implementation of the LRFP. The goal of the LRFP is to support permit compliance with capital assets that are in a state of operational readiness to meet needs of wastewater treatment and recycled water treatment. The LRFP provides an overall rehabilitation plan as well as defining new processes and facilities at the existing RWQCP. The program requires a Consultant to provide a wide variety of services. The Consultant team shall have experience in competitive bid process and possess a full spectrum of engineering/financial expertise, including structural, civil, process mechanical, instrumentation & controls, environmental, and construction management (CM). On June 14, 2021, the City contracted with five CM firms for a term of 5.5 years with the intention of pre-selecting individual firms for providing CM services under a Council approved contract amendment for each of the LRFP's major CIP projects. However, RWQCP staff may request CM services from program management consultant for miscellaneous minor CIP and in-house projects, if needed.

Consultant shall be knowledgeable of laws and regulations related to wastewater treatment facilities including NPDES permit regulations, California and federal air regulations, greenhouse gas regulations, OSHA, and environmental documentation requirements. Consultant shall put together a flexible team with flexible time allocation to accommodate the needs of the program.

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The program manager will report to the senior engineers of the RWQCP. The Consultant shall become familiar with the City's procedures and be an extension of the RWQCP engineering group. It is therefore important that the Consultant team shares common values with the RWQCP staff and a communication style for successful integration with RWQCP staff. It is the RWQCP's expectation that the Consultant operate in an advisory capacity on matters requiring decisions and be able to implement the LRFP with minimal assistance from RWQCP staff. Consultant is not expected to navigate the projects through City procedures but is expected to provide all support documents needed for RWQCP staff to move the project through City process.

There is limited office space available at the RWQCP. RWQCP staff will work with Consultant to determine how best to accommodate Consultant team for optimal efficiency. Consultant shall keep its work properly organized at all times. As much as possible, records shall be in electronic format compatible with the RWQCP's software, hardware, and security protocols. Records of work shall be available to the RWQCP at all times. City will have ownership rights of all records and documents. Consultant shall not share City documents or information with anyone outside of the City organization, except the Consultant program team, without the City's approval. Any preliminary design performed by Consultant under this Contract shall be the property of the City and City has the right to allow the design engineer to use the preliminary design documents to complete the final design.

## BASIC SERVICES

Task 1: Project management

Consultant shall provide necessary administration, minutes, proper invoicing meeting funding agencies' requirements, budget control, project controls, quality assurance and reviews, and professional oversight. Project staffing shall be maintained at acceptable levels to keep the project on schedule, ensure continuity of information, and satisfy the requirements of the scope of work.

Task 2: Planning and coordination

Consultant shall review the work requirements of the LRFP and make projection of the impacts on the RWQCP's treatment process, operation, and finance. Consultant shall lay out the schedule for the funding, environmental review, design, regulatory, and construction activities for a phased implementation of the LRFP. Consultant shall plan and coordinate the activities of the various phases/projects to maintain conformance with the LRFP budget and schedule. Consultant shall:

2.1 Determine phasing of work, critical paths, milestones for projects to minimize impact while ensuring the RWQCP complies with regulatory requirements, consistent with the LRFP recommendations

2.2 Set deadlines for funding, permitting, environmental review, design, and construction for the various phases/projects

2.3 Refine and customize program management tools to fit the specific needs of the LRFP, including tools for budget management, schedule management, cash flow & forecasting and accounting & financing

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2.4 Develop and maintain a master schedule of all the projects under the LRFP, perform CPM analysis as needed

2.5 Develop and maintain a comprehensive overall program budget and cash flow projection for the LRFP

2.6 Develop reporting tool to provide updates and alert the RWQCP of issues in a timely manner

Task 3: Assist City with acquisition and management of project consultants

Consultant shall assist the RWQCP in obtaining the services of consulting engineering firms to complete the environmental documentations and designs of projects under the LRFP, keeping all financial management and billings separate for these two projects. Consultant will not be allowed to propose on any of these projects. Consultant shall:

3.1 Prepare scope of work and Requests for Proposal

3.2 Assist RWQCP staff to navigate project through City's acquisition process to obtain the engineering services

3.3 Evaluate proposals and assist RWQCP with the selection of engineering firms for the projects

3.4 As directed by the City Project Manager, oversee and provide consistency across multiple designers and ensure that the designs of multiple projects would result in consistency across multiple contractors

3.5 Develop document management requirements and ensure consistency in project reporting and products

Task 4: Design/document reviews

Consultant shall conduct review of the reports, plans and specifications prepared by the consulting engineering firms for projects under the LRFP. Consultant shall:

4.1 Coordinate and engage plant staff with projects to ensure proper basis of planning and design

4.2 Review all reports, design submittals, scope changes, project products and establish a QA/QC program

4.3 Coordinate and provide information needed for environmental documents and design of projects, and ensure consistency across multiple projects

4.4 Provide value engineering and constructability review

4.5 Review and ensure regulatory compliance

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Task 5: Services for project construction

Consultant shall assist the RWQCP to ensure proper execution of construction contracts under the LRFP. Consultant shall:

5.1 Prepare invitation for bid packages

5.2 Assist RWQCP staff to navigate through City's acquisition procedures to obtain the contracts for construction of the LRFP projects

5.3 The RWQCP has the option to and may request the Consultant to provide or assist staff with construction management services. Consultant shall prepare the scope and budget. City will amend the Consultant's annual contract to include the agreed upon fee for the construction management services. Consultant will then perform the construction management services under the amended Basic Services

5.4 Alternatively, the RWQCP has the option to request Consultant to prepare "Request for Proposal" document to obtain the services of construction management firm to oversee the construction project. Consultant and/or its Sub-consultants may propose on this task

5.5 Coordinate and ensure consistency and continuity across multiple construction projects

5.6 Coordinate multiple construction project activities with plant operations / project phasing
/ shutdowns

5.7 Coordinate and review the progress of multiple construction projects to ensure that conflicts/issues are resolved by the appropriate parties in a timely manner

5.8 Keep the RWQCP informed of the progress of the projects

Task 6: Budget and schedule management

Consultant shall monitor overall budgets and schedules and maintain conformance with the LRFP budget and schedule. Consultant shall:

6.1 Monitor the budget and schedule of multiple projects under varying phases of design and construction

6.2 Coordinate and monitor funding activities for the projects

6.3 Prepare cash flow and forecast for the individual project and for the combined projects under the program. Review capital project cash flow projections with City Staff (PWD management, Budget managers) and recommend solutions to mitigate cash flow challenges and state SRF reimbursement delays. This may include interfund loans, bridge loans, etc.

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Prepare accounting and financing documents/reports for City, partner agencies, and funding agencies

6.4 Document accounting, financing, and reporting activities in sufficient detail, suitable for internal and outside audits

6.5 Assist staff to develop a plan for Wastewater Treatment Fund reserves.

Task 7: Participation with in-house projects

Consultant shall coordinate with RWQCP engineering group on activities of in-house projects to avoid or resolve any conflicts with schedules or work. Coordination with plant staff shall be an on-going continuous effort of the Consultant's services.

Consultant may be asked to assist RWQCP staff with minor in-house project design and/or construction management. Upon request by the RWQCP engineering staff, Consultant shall prepare the scope of work and budget. If RWQCP desires Consultant's service for the minor in-house project, such work shall be performed under the Additional Task component of the contract.

Task 8: Regulatory and partner agencies liaison

Consultant shall facilitate with regulatory and partner agencies as a liaison. As needed, Consultant shall:

8.1 Prepare informational material and assist the RWQCP with the presentation of workshops and updates for the City management, Council Committees, City Council, and partner agencies

8.2 Coordinate and prepare applications and regulatory documents as needed for the projects, collaborate with regulatory agencies, establish permit requirements, and assist the RWQCP in the permitting process

8.3 Update and assist the RWQCP with regulatory changes and compliance requirements

Task 9: Public outreach

For public relations, the city typically takes a lead role and utilizes outside help on an as needed basis. Consultant shall assist the RWQCP with any required public outreach. Most of the public outreach for the program has been done during the preparation of the LRFP. The RWQCP does not expect any project controversy or a significant need for outside assistance with public outreach. Consultant shall:

9.1 Prepare program communications plan, if needed

9.2 Perform technical, regulatory, and environmental analyses if needed to prepare for public outreach effort

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9.3 Prepare slides, handouts, and outreach materials

9.4 Assist with public meetings

9.5 Incorporate stakeholders/public inputs

9.6 Document the outreach process, issues, discussions, goals, and outcome

Task 10: Funding acquisition

City anticipates applying and obtaining funding for the LRFP projects from the State Revolving Fund loan (SRF) and possibly the EPA WIFIA program. Consultant may be required to assist City with funding acquisition. When requested by the RWQCP, assist with acquisition of funding, such as the State Revolving Fund loan or bond financing. This includes preparing the budget and application packages for SRF by completing the SRF checklists, liaison between the State Water Board staff and City staff etc. Additionally, consultant will be asked to seek grant funding from all available sources. Consultant shall be knowledgeable and be prepared to provide the full spectrum of services needed to secure funding including SRF, revenue bonds, or grant. Services would include preparation of the necessary documents required by funding agency, meeting, and coordination with funding agency, preparation of documents for council approval, coordination with credit review agency, etc.

Task 11: Office Trailer

Consultant shall provide office space, office equipment, furniture and all item required to function as a field office for managing various phases of the program. City may be able to accommodate two to three of Consultant staff in the WQCP Engineering Office trailers. This shall be negotiated and finalized with the Consultant selected for this contract.

Task 12: Purified Water Program (PWP) Support Services As-Needed

As directed by the City, Consultant shall facilitate dialogue and information sharing with Valley Water for the PWP, including meeting attendance, coordination of program document reviews and technical analyses to support the PWP, and identification of and coordination with appropriate City staff (e.g. RWQCP staff, legal, real estate, etc.) based on the type of documents needing review. Task may include the following, however not all task needs are identified at this time. Level of effort limited to budget.

12.1 Review and prepare communications (e.g., agenda, minutes, memoranda, and schedules)

12.2 Facilitate PWP Agreement finalization between the City and Valley Water, including funding

12.3 Coordinate environmental reviews and comments (e.g., CEQA, Coordinate Phase 1 Environmental Assessments)

12.4 Coordinate with regional and state agencies (e.g., Regional Board, State Lands Commission)

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12.5 Coordinate data request responses and additional testing/sampling, including ROC pilot

12.6 Provide technical expertise and review technical documents/requirements (e.g., tie-in requirements)

12.7 Coordinate with City departments and projects, including PAU (power provision) and HomeKey

12.8 Facilitate sewer connection process discussions/process

12.9 Facilitate pump station and pipeline easements discussions/process

12.10 Facilitate compensation plan amendment and parcel subdivision discussions/process

12.11 Facilitate specialized discussions (e.g., Area A wetlands mitigation, hazardous materials/waste)

Task 13: Optional Task - Financial Support Services As-Needed

As directed by the City, Consultant shall complete any remaining tasks related to the Preliminary Financial Plan for the Advanced Water Purification System. As directed by the City, Consultant shall provide additional financial services; services may include the following, however not all task needs are identified at this time. Level of effort limited to budget.

13.1 Develop a final financial plan for the AWPS

13.2 Evaluate additional AWPS financing alternatives

13.3 Analyze recycled water costs and rates

13. 4 Present AWPS, CIP, and Plant financial information, plans and forecasts

13.5 Attend committee and Council meetings

## ADDITIONAL SERVICES

The City may elect to have the Consultant perform any or all the following additional services. The consultant shall perform these services only if pre-authorized in writing by the City Project Manager. Proposer shall provide an hourly rate sheet, include annual escalation for future years if any, in the proposal.

1. When requested by the RWQCP, assist with minor in-house project design and construction management.

2. Assist City with public outreach efforts in excess of Task 9 due to unforeseen controversies.

3. Assist City with regulatory compliance or permitting efforts in excess of Task 8 due to unforeseen regulatory/permitting changes.

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**Related links**

1. Biosolids Facility Plan (BFP) https://www.cityofpaloalto.org/civicax/filebank/documents/48045
2. Long Range Facility Plan (LRFP) https://www.cityofpaloalto.org/files/assets/public/public-works/water-quality-control- plant/lrfp-final-report-08-2012.pdf
3. Site Assessment and Design Guidelines for Baylands Natural Preserve https://www.cityofpaloalto.org/files/assets/public/planning-amp-development-services/file- migration/current-planning/forms-and-guidelines/baylands-nature-preserve-site-assessment- and-design-guidelines.pdf
4. Palo Alto Municipal Code https://codelibrary.amlegal.com/codes/paloalto/latest/overview
5. PA Goals, Policies and Programs https://www.cityofpaloalto.org/files/assets/public/public-works/tree-section/ufmp/attach-a- gpp-revised-2nd-ed-4-council-in-fall-of-2018-reduced-2-25-19.pdf
6. City of Palo Sea Level Rise Adaptation Policy https://www.cityofpaloalto.org/Departments/Public-Works/Watershed-Protection/Sea-Level- Rise

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**Attachment A**
LRFP Capital Improvement Program Projects
Tentative Status and Budget

| Project | Status | Expected Funding | Expense (million $) |
|---|---|---|---|
| Solids Handling – Sludge Dewatering & Loadout Facility | Construction complete. Facility on line 2019 | Funded through SRF | $28.8 |
| Primary Sedimentation Tanks Rehabilitation and Equipment Room Electrical Upgrade Project | Construction. Est. completion Dec. 2023 | SRF Loan | $19.4 |
| New Outfall Pipeline | 90% Redesign | SRF Loan | $17.4 |
| Secondary Treatment Upgrades (Originally Fixed film reactors rehab.) | Bidding Est. completion Dec. 2027 | SRF Loan | $193 |
| Advanced Water Purification System | 60% Design | VW $16M; USBR $12.9M Grant MV $18M/PA WWT $6M-SRF | $52.5 |
| Headworks Facility | Budgeted | SRF Loan | $48.6 |
| Projects in Progress ($3.7M annually) | Various | Operating Capital Budget | varies |
| Joint Interceptor Sewer Rehabilitation Phase 1 (Phase 2 – after 5 to 10 years) | Design | Pay Go – 6% Bond – 94% | $14.2 |
| Staff Buildings (New and Rehab.) Laboratory and Technical Services staff building | Advanced Planning Also, the City may acquire neighboring real estate to supplement the main site for these facilities. | Bond – 100% (construction) | $56 |

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| Project | Status | Expected Funding | Expense (million $) |
|---|---|---|---|
| Valley Water Purified Drinking Water Regional Plant at Los Altos Treatment Plant Site<br>--9+ MGD Pump Station at RWQCP (P3 Project/DBOM)<br>--New Regional Drinking Water Plant (P3 Project/DBOM) | Planning | Valley Water | n/a |
| Projects not started:<br><br>1. Large diameter pipeline rehab. or replacement at RWQCP<br>2. Dual media filter facility replacement and/or rehabilitation<br>3. Recycled water filtration facility rehabilitation<br>4. W4 process water pump room upgrades<br>5. Additional 12kV loop upgrade rehabilitation phases 2+ (construction)<br>6. Gravity Thickener – concrete repair, coating, and mechanism replacement<br>7. Solids Treatment/Handling Projects<br>8. Horizontal Levee | Not yet started | TBD | TBD |

Notes: The costs for the design and construction of the above projects increased from those listed in the 2012 LRFP due to more advanced engineering estimates, inflation, changes in the City's Sea Level Rise Policy, market conditions, and updated and future regulatory requirements.

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# EXHIBIT A-1
# PROFESSIONAL SERVICES TASK ORDER

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

---

CONTRACT NO.
*OR* PURCHASE ORDER REQUISITION NO. (*AS APPLICABLE*)

1A. MASTER AGREEMENT NO. (*MAY BE SAME AS CONTRACT / P.O. NO. ABOVE*):
1B. TASK ORDER NO.:
2. CONSULTANT NAME:
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4 TOTAL TASK ORDER PRICE: $_____
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT $_____
5. BUDGET CODE_____
COST CENTER_____
COST ELEMENT_____
WBS/CIP_____
PHASE_____
6. CITY PROJECT MANAGER'S NAME & DEPARTMENT:_____
7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
- SERVICES AND DELIVERABLES TO BE PROVIDED
- SCHEDULE OF PERFORMANCE
- MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (*as applicable*)
- REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)

8. ATTACHMENTS: A: Task Order Scope of Services B (if any): _____

---

**I hereby authorize the performance of the work described in this Task Order.**

**APPROVED:**
CITY OF PALO ALTO

BY:_____
Name _____
Title_____
Date _____

**I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.**

**APPROVED:**
COMPANY NAME: _____

BY:_____
Name _____
Title_____
Date _____

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# EXHIBIT B
# SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the Project Managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed ("NTP") from the CITY.

| **Milestones** | **Completion Number of Weeks (as specified below) from NTP** |
|---|---|
| 1. Year 1 deliverables | 52 |
| 2. Year 2 deliverables | 104 |
| 3. Year 3 deliverables | 156 |
| 4. Year 4 deliverables | 208 |
| 5. Year 5 deliverables | 260 |
| 6. Year 6 deliverables | 273 |

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements. (This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

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# EXHIBIT C
# COMPENSATION

CITY agrees to compensate CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

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**BUDGET SCHEDULE**

| TASK | NOT TO EXCEED AMOUNT |
|---|---|
| Task 1<br>(Project management) | $186,000.00 |
| Task 2<br>(Planning and coordination) | $94,000.00 |
| Task 3<br>(Assist City with acquisition and management of project consultants) | $349,000.00 |
| Task 4<br>(Design/document reviews) | $338,000.00 |
| Task 5<br>(Services for project construction) | $234,000.00 |
| Task 6<br>(Budget and schedule management) | $397,000.00 |
| Task 7<br>(Participation with in-house projects) | $280,000.00 |
| Task 8<br>(Regulatory and partner agencies liaison) | $140,000.00 |
| Task 9<br>(Public outreach) | $35,000.00 |
| Task 10<br>(Funding acquisition) | $140,000.00 |
| Task 11<br>(Office Trailer) | $137,000.00 |
| Task 12<br>(Purified Water Program (PWP) Support Services - As needed) | $472,000.00 |
| Task 13<br>(Optional Task - Financial Support Services for AWPS - As needed) | $63,000.00 |
| Sub-total for Services | $**2,865,000.00** |
| Reimbursable Expenses (if any) | $**0.00** |
| **Total for Services and Reimbursable Expenses** | **$2,865,000.00** |
| Additional Services (if any, per Section 4) | $286,500.00 |
| **Maximum Total Compensation** | **$3,151,500.00** |

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**REIMBURSABLE EXPENSES**

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **$0.00**.

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**EXHIBIT C-1**
**SCHEDULE OF RATES**

The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement and its Task Order(s), if any, is set forth below as Exhibit "C-1", entitled "SCHEDULE OF RATES". **The fee schedules attached hereto in Exhibit C-1 shall apply during the first year of the term of the Agreement**. Thereafter, CONTRACTOR's compensation rates shall be adjusted annually effective on the commencement of the 2nd year, as follows: Each unit price, hourly rates, and fee, as set forth the attached fee schedule, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor Statistics (CPI), published most immediately preceding the commencement of the applicable contract year, compared with the CPI published for the prior year. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding contract year. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.

CONSULTANT's schedule of rates is as follows:

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# 2023 Rate Schedule

Woodard & Curran

| Staff Type | Hourly Rate |
|---|---|
| Project Assistant | $128 |
| Billing Manager / Designer 1 / Graphic Artist / Graphics Manager / Marketing Assistant / Marketing Manager / Senior Accountant / Senior Project Assistant | $150 |
| Software Engineer 1 | $176 |
| Designer 2 | $182 |
| Designer 3 / Senior Software Developer | $187 |
| Engineer 1 / Geologist 1 / Planner 1 / Scientist 1 / Senior Designer / Technical Specialist 1 | $192 |
| Software Engineer 2 | $198 |
| Software Engineer 3 | $213 |
| Engineer 2 / Geologist 2 / Planner 2 / Scientist 2 / Technical Specialist 2 | $219 |
| Engineer 3 / Geologist 3 / Planner 3 / Scientist 3 / Technical Specialist 3 | $251 |
| Project Engineer 1 / Project Geologist 1 / Project Planner 1 / Project Scientist 1 / Project Specialist 1 / Project Technical Specialist 1 | $261 |
| Project Engineer 2 / Project Geologist 2 / Project Planner 2 / Project Scientist 2 / Project Specialist 2 / Project Technical Specialist 2 | $277 |
| Project Manager 1 / Technical Manager 1 | $299 |
| Project Manager 2 / Technical Manager 2 | $315 |
| Senior Project Manager / Senior Technical Manager | $336 |
| National Practice Leader / Senior Technical Practice Leader | $352 |
| **Expenses** | |
| Travel | $0.625/mile |
| Other Direct Costs | At Cost Plus 5% |
| Subconsultants/Subcontractors | At Cost Plus 5% |

**Notes**

Mileage rate will change as the federal allowable rate is modified.

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# BARTLE WELLS ASSOCIATES
# BILLING RATE SCHEDULE 2022
Rates Effective 1/1/2022

## Professional Services

| | |
|---|---|
| Financial Analyst I | $110 per hour |
| Financial Analyst II | $140 per hour |
| Consultant | $170 per hour |
| Senior Consultant | $200 per hour |
| Senior Project Manager | $230 per hour |
| Principal Consultant | $270 per hour |

The hourly rates for professional services include all overhead and indirect expenses. Bartle Wells Associates does not charge for administrative support services. Expert witness, legal testimony, or other special limited assignments will be billed at one and one-half times the consultant's hourly rate.

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# EXHIBIT D
# INSURANCE REQUIREMENTS

CONSULTANTS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN.

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|---|---|---|---|---|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES<br>YES | WORKER'S COMPENSATION<br>EMPLOYER'S LIABILITY | STATUTORY<br>STATUTORY | STATUTORY | STATUTORY |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY & PROPERTY DAMAGE COMBINED. | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| YES | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY<br>- EACH PERSON<br>- EACH OCCURRENCE<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY AND PROPERTY DAMAGE, COMBINED | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| YES | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | $1,000,000 | |
| YES | **THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTOMOBILE LIABILITY POLICIES**: CONSULTANT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.** | | |

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR

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CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:**

**HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569**

**OR**

**HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP**

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## Certificate Of Completion

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Subject: Complete with DocuSign: C23186176 Woodard & Curran-Professional Services Agreement
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Document Pages: 35
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
O'Brien, Nanette
250 Hamilton Ave
Palo Alto , CA 94301
Nanette.OBrien@CityofPaloAlto.org
IP Address: 199.33.32.254

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Nanette.OBrien@CityofPaloAlto.org
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Palo Alto
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Thomas F Hazlett, III, Executive Vice President<br>thazlett@woodardcurran.com<br>Executive Vice President<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Thomas F Hazlett, III, Executive Vice President<br>684211DD8E8B47A...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 12.202.152.3<br>Signed using mobile | Sent: 12/5/2022 8:37:01 AM<br>Viewed: 12/5/2022 9:11:03 AM<br>Signed: 12/5/2022 9:12:58 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Carrie Del Boccio, Vice President<br>cdelboccio@woodardcurran.com<br>Vice President<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Carrie Del Boccio, Vice President<br>91B836D066B5404...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.239.247.242 | Sent: 12/5/2022 9:13:01 AM<br>Viewed: 12/5/2022 9:25:14 AM<br>Signed: 12/5/2022 9:29:50 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Greg Sands<br>gsands@woodardcurran.com<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 12/5/2022 9:29:54 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Ritika Kacker<br>rkacker@woodardcurran.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 12/5/2022 9:29:55 AM |
| Padmakar Chaobal<br>Padmakar.Chaobal@CityofPaloAlto.org<br>Senior Engineer<br>City of Palo Alto<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 12/5/2022 9:29:57 AM |
| Tom Kapushinski<br>Tom.Kapushinski@CityofPaloAlto.org<br>Project Engineer<br>City of Palo Alto<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 12/5/2022 9:29:59 AM |
| Karin North<br>karin.north@cityofpaloalto.org<br>Manager Watershed Protection<br>City of Palo Alto<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 12/5/2022 9:30:00 AM |
| Regina Lowery<br>regina.lowery@cityofpaloalto.org<br>Administrative Associate II<br>COPA<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 12/5/2022 9:30:02 AM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 12/5/2022 8:37:01 AM |
| Certified Delivered | Security Checked | 12/5/2022 9:25:14 AM |
| Signing Complete | Security Checked | 12/5/2022 9:29:50 AM |
| Completed | Security Checked | 12/5/2022 9:30:02 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

# City of Palo Alto (ID # 14701)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

## Title: Approve and Authorize the City Manager to Execute a 5-year General Services Agreement With Bosco Oil, Inc. in an Amount Not-to-Exceed $4,801,445 for the Purchase of Unleaded and Diesel Fuels to Supply the City's Fleet and approve a budget amendment in the Vehicle Replacement and Maintenance Fund

## From: City Manager

## Lead Department: Public Works

### Recommendation

Staff recommends that Council:

1. Approve and authorize the City Manager or their designee to execute a General Services Agreement in an amount not to exceed $4,801,445 with Bosco Oil, Inc., dba Valley Oil Co. for the purchase of unleaded and diesel fuels to supply the City's fleet for a term of five years effective January 17, 2023; this includes a contract amount of $4,364,950 and $436,495 in additional services for fluctuating fuel costs; subject to the annual appropriation of funds; and

2. Amend the Fiscal Year 2023 Budget Appropriation for the Vehicle Replacement and Maintenance Fund (2/3 vote needed) by:
   a. Increasing the Supplies and Materials allocation for Fuel by $100,000; and
   b. Decreasing the Ending Fund Balance by $100,000.

### Background

On October 16, 2017, Council approved a five-year contract[1] for the provision of automotive fuel from October 17, 2017 to October 16, 2022. Amendment No. 1[2] to the contract extended the term end date by three months to January 16, 2023, per PAMC 2.30.280(b)(2).

[1] City Council, October 16, 2017; Agenda #14; CMR 8399, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2017/8399.pdf

[2] Amendment No. 1, https://www.cityofpaloalto.org/files/assets/public/public-works/public-services/contracts/attachment-a.-contract-c18169635.pdf

The City used approximately 191,000, 196,000, and 179,000 gallons of fuel (unleaded and diesel) in Fiscal Years 2020, 2021, and 2022, respectively. Reductions in fuel consumption have been attributed to the annual increase in Capital Improvement Program replacements of the City's aging fleet with newer, more fuel-efficient vehicles/equipment including hybrid and electric vehicles when feasible, and as a result of City-wide staff vacancies and remote work assignments during the pandemic.

**Discussion**

Approval of the proposed agreement (Attachment A) will establish a new contract for fuel supply from January 17, 2023 through January 16, 2028. Staff recommends a contract amount of $4,801,445 over five years based on the 179,391 gallons of fuel purchased in Fiscal Year 2022, with a ten percent contingency for fluctuations in market price and/or volume needed.

The annual base fuel cost of $872,990 was derived using the Oil Price Information Service (OPIS) rack rate of $4.8925 for unleaded and $3.855 for diesel as of September 28, 2022 (the day bids were received), plus taxes and delivery fees, multiplied by the total purchased gallons for each fuel type from the previous 12-month period ranging from July 1, 2021 to June 30, 2022. The cost of fuel fluctuates daily and is based on the OPIS rate from the San Jose terminal. For comparison, the previous contract's annual base fuel cost of $538,986 was derived using the OPIS rack rates of $2.0698 for unleaded and $2.0375 for diesel on September 1, 2017. Although the September 28, 2022 rack rates used to determine the annual base fuel cost result in a higher contract authorization amount, the actual expenditures under the contract will be based on rack rates over the next five years. If fuel costs moderate to lower levels, as is generally expected, unused budget will be returned to the Vehicle Replacement and Maintenance Fund reserve.

The table below shows the estimated calculation for the annual base fuel cost.

| Vendor | Bosco Oil, Inc. DBA Valley Oil Co. | | | | | |
|---|---|---|---|---|---|---|
| | Unleaded | | | Renewable Diesel | | |
| Item Description | QTY | Price w/ OPIS | Total w/ OPIS | QTY | Price | Total |
| Municipal Services Center | 69,658 | $ 4.87 | $ 339,338.95 | 40,195 | $3.91 | $ 157,323.23 |
| Golf Course | 6,191 | $ 4.95 | $ 30,629.97 | 2,627 | $3.99 | $ 10,481.73 |
| Foothills Park | 898 | $ 4.95 | $ 4,445.10 | 2,220 | $3.98 | $ 8,835.60 |
| Fire Station #1 | 38,626 | $ 4.95 | $ 191,198.70 | 4,828 | $3.98 | $ 19,215.44 |
| Fire Station #2 | 2,668 | $ 4.95 | $ 13,206.60 | 8,481 | $3.98 | $ 33,754.38 |
| Fire Station #4 | 1,479 | $ 4.95 | $ 7,321.05 | 1,520 | $3.98 | $ 6,049.60 |
| **Fuel Total** | | | $ 586,140.37 | | | $ 235,659.98 |
| | | | | | | |
| CA AB 32 Fee | | | $ 382.46 | | | $ 191.59 |
| Environmental Fee | | | $ 896.40 | | | $ 449.03 |
| CA UST Fee | | | $ 2,390.40 | | | $ 1,197.42 |
| | | | | | | |
| Subtotal | | | $ 589,809.63 | | | $ 237,498.02 |
| Sales Tax | | | $ 24,178.29 | | | $ 21,503.97 |
| **Total:** | | | **$ 613,987.92** | | | **$ 259,001.99** |
| **Yearly Total:** | **$** | | | | | **872,989.92** |

Bidding and Selection Process

A Request for Quotation (RFQ) to Supply Unleaded and Diesel Fuel to six City locations was issued on September 12, 2022. Bids were received from three qualified vendors on September 28, 2022.

Since all bids were based off of the same fuel cost, the only variable in these bids was the cost of delivery. Bidders were instructed to provide delivery costs to each of the six locations identified in the RFQ. These delivery costs were then multiplied by fuel usage from the 12-month period from July 1, 2021 to June 30, 2022, to provide an estimated total delivery cost for each bid. The cost of delivery, without taxes, resulted in proposals ranging from $13,479 to $77,802 per year (see bid tabulation below).

| Vendor | Bosco Oil, Inc. DBA Valley Oil Co. | | | | Merrimac Petroleum | | | | Pinnacle Petroleum | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Unleaded | | Renewable Diesel | | Unleaded | | Renewable Diesel | | Unleaded | | Renewable Diesel | |
| Item Description | Price | Delivery Total | Price | Delivery Total | Price | Delivery Total | Price | Delivery Total | Price | Delivery Total | Price | Delivery Total |
| Municipal Services Center | $ 0.04 | $ 2,716.66 | $ 0.059 | $ 2,371.51 | $ (0.0675) | $ (4,701.92) | $ 0.35 | $ 14,068.25 | $0.077 | $ 5,384.56 | $ 0.350 | $ 14,076.29 |
| Golf Course | $0.12 | $ 711.97 | $0.135 | $ 354.65 | $ 0.320 | $ 1,981.12 | $ 0.35 | $ 919.45 | $ 0.714 | $ 4,417.90 | $0.792 | $ 2,079.80 |
| Foothills Park | $0.12 | $ 103.27 | $0.135 | $ 299.70 | $ 0.320 | $ 287.36 | $ 0.35 | $ 777.00 | $ 1.466 | $ 1,316.02 | $ 0.907 | $ 2,013.32 |
| Fire Station #1 | $ 0.12 | $ 4,441.99 | $ 0.135 | $ 651.78 | $ 0.320 | $ 12,360.32 | $ 0.35 | $ 1,689.80 | $0.826 | $ 31,885.76 | $ 1.172 | $ 5,659.86 |
| Fire Station #2 | $ 0.12 | $ 306.82 | $ 0.135 | $ 1,144.94 | $ 0.320 | $ 853.76 | $ 0.35 | $ 2,968.35 | $0.975 | $ 2,601.83 | $ 0.702 | $ 5,949.42 |
| Fire Station #4 | $ 0.12 | $ 170.09 | $ 0.135 | $ 205.20 | $ 0.320 | $ 473.28 | $ 0.35 | $ 532.00 | $0.789 | $ 1,167.23 | $ 0.822 | $ 1,249.74 |
| | | | | | | | | | | | | |
| Total: | | $ 8,450.80 | | $ 5,027.78 | | $ 11,253.93 | | $ 20,954.85 | | $ 46,773.30 | | $ 31,028.43 |
| Yearly Total: | $ | | | 13,478.58 | $ | | | 32,208.78 | $ | | | 77,801.74 |

Staff has reviewed all bids submitted and recommends that the bid submitted by Bosco Oil, Inc., dba Valley Oil Company be accepted, and that Valley Oil Company be declared the lowest responsible bidder. Staff has checked references supplied by the vendor for current contracts in place with three other agencies and found no complaints.

**Resource Impact**

Funding of approximately $0.6 million is available in the Fiscal Year 2023 Vehicle Replacement and Maintenance Fund Operating Budget to purchase fuel. A budget amendment of $0.1 million is recommended to increase the budget for fuel to ensure there is enough to fund the first year of this contract. Funding will be taken from the Vehicle Replacement and Maintenance Fund ending fund balance. Funding for subsequent years of the contract is subject to appropriation of funds through the annual budget process.

**Stakeholder Engagement**

This contract is for a continuation of existing fuel supply services and stakeholder engagement was not deemed necessary. This was completed as a public request for bids and coordinated with internal stakeholders including the procurement division and legal reviews.

**Policy Implications**

Authorization of this agreement does not represent a change to any existing policy.

**Environmental Review**

Council action on this item is not a project as defined by CEQA because a purchase contract for fuel supply is a continuing administrative or maintenance activity. CEQA Guidelines section 15378(b)(2).

**Attachments:**

- **Attachment16.a:** Attachment A: Contract

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**CITY OF PALO ALTO CONTRACT NO. C23186140**

**GENERAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on the 26th day of October, 2022, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation** ("**CITY"**), and **BOSCO OIL dba VALLEY OIL COMPANY**, a California Corporation, located at 785 Yuba Dr. Mountain View, Ca 94041, Telephone Number: 650.967.2253 ("**CONTRACTOR"**). In consideration of their mutual covenants, the parties hereto agree as follows:

**1. SERVICES.** CONTRACTOR shall provide or furnish the services (the "Services") described in the Scope of Services, attached at Exhibit A.

**2. EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

☒ "A" - Scope of Services
☒ "B" - Schedule of Performance
☒ "C" – Schedule of Fees
☒ "D" - Insurance Requirements

***CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED***.

**3. TERM.**
The term of this Agreement is from January 17, 2023 to January 16, 2028 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.

**4. SCHEDULE OF PERFORMANCE**. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

**5. COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

☐ The total maximum lump sum compensation of dollars ($ ); **OR**

☐ The sum of dollars ($ ) per hour, not to exceed a total maximum compensation amount of dollars ($ ); **OR**

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☑ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of **Four Million Three Hundred Sixty-Four Thousand Nine Hundred Fifty dollars ($4,364,950.00)**.

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

☑ CITY has set aside the sum of **Four Hundred Thirty-Six Thousand Four Hundred Ninety-Five dollars ($436,495.00)** for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

**6. COMPENSATION DURING ADDITIONAL TERMS.**

☐ CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**

☐ CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to

CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. **CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS".** For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind**.** Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix __ Claims for Public Contract Code Section 9204 Public Works Projects".

☐ **This project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Appendix __, attached hereto and incorporated herein.

**OR**

☑ **This project is not a 9204 Public Works Project**.

8. **INVOICING.** Send all invoices to CITY, Attention: Project Manager. The Project Manager, Danitra Bahlman**,** Dept.: Public Works, Equipment Management Division, Telephone: 650-496-5920. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

A. **ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.

B. **QUALIFICATIONS**. CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted

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business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

**C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

**D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors**.**

**E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.

**F. COMPLIANCE WITH LAWS**. CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.

**G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

**H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

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**I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

**J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.

**K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.

**L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.

**M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.

**N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy

endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

**O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

**P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

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**Q. WORKERS' COMPENSATION**. CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

**R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

**S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.

**T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.

**U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.

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**V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

**W. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**Y. AUTHORITY**. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**Z. PREVAILING WAGES**

☒ **This Project is not subject to prevailing wages.** CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than $25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than $15,000.

**OR**

☐ **Contractor is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

**AA. DIR REGISTRATION.** In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined

in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded."

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

☐ [For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars ($100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

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**BB. CONTRACT TERMS**. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney or designee

**BOSCO OIL dba VALLEY OIL COMPANY**

**Officer 1**

DocuSigned by:
By: Bob Buck
6D471949160442A...

Name: Bob Buck

Title: Vice President

**Officer 2**

DocuSigned by:
By: Roberta Cummings
B84AC3661C434DF...

Name: Roberta Cummings

Title: CONTROLLER

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**EXHIBIT A**
**SCOPE OF SERVICES**

Valley Oil Company will furnish and deliver diesel fuel and unleaded fuel to six (6) fuel sites located throughout the City of Palo Alto. These sites, along with tank sizes and estimated annual usage are shown on Table 1 of this Exhibit A.

## 1. PRODUCT AVAILABILITY

Valley Oil Company's inventory must be of sufficient size and variety to offer delivery of all products, 7 days a week, with 24-hour notice by the City.

Since the continuous operation of the City's vehicle and equipment fleet is important and sometimes of an emergency nature, it is necessary that Valley Oil Company be in a position to render prompt support. Emergency fueling may be requested for the six listed locations and others throughout the City and will require same day delivery.

## 2. ORDERING AND DELIVERY

a) General. The City of Palo Alto requires ordering and delivery of fuel for six (6) fuel site locations, as indicated in Table 1 of this Exhibit A and in Exhibit C. Tank sizes and estimated delivery frequencies for all sites are shown in Table 1 below.

b) Site 1. Bulk (500 gallons or more) deliveries are required for site 1. These deliveries are commonly referred to as "tank and trailer loads." Three underground tanks (2 for diesel and 1 for gasoline) are installed at this site.

c) Location of Tanks. Fuel sites 2 and 3 listed above, have aboveground tanks. The remaining sites (1, 4, 5, 6) have underground tanks.

d) Non-bulk deliveries for sites other than site 1. Non-bulk (less than 500 gallons) deliveries will be required for sites 2, 3, 4, 5 and 6.

e) As-needed orders – 24 hours' notice. City will generally order fuel for sites 1, 2, 3, 5, and 6 on an as-needed basis, with 24-hours advance notice. Valley Oil Company shall accept City's fuel orders and deliver the requested amount of fuel to the identified fuel site within 24 hours of the City's placement of the order.

f) Site 4 – delivery frequency. Valley Oil Company shall make fuel deliveries to site 4 every Monday (regardless of tank levels), unless the weekly delivery is cancelled by City. For any City holidays falling on a Monday, the deliveries will take place the following day (Tuesday). Site 4 will commonly require additional

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"as needed" deliveries, with 24-hours advance notice. Valley Oil Company shall fulfill City's as- needed orders within 24 hours of City's placement of the order.

g) Timing of deliveries. Deliveries are to be made to all sites between 9:00 AM and 2:00 PM, Monday through Friday, except in case of emergency.

**3. SPILL CLEANUP**

Valley Oil Company must supply an action plan for spill clean-up. Valley Oil Company shall submit this plan with the City's Equipment Management Division within one (1) week of contract award for City's review and approval.

All drivers for Valley Oil Company must carry equipment to cleanup any spills of five (5) gallons or less. Valley Oil Company shall report all spills to a City Equipment Management Division representative immediately, following the cleanup.

Drivers must be familiar with each fuel site, and the monitoring equipment (generally Veeder-Root TLS-300 units) that is installed there.

4. **SPECIFICATIONS**

Unleaded Gasoline
All sites: 87 octane, MTBE based

Diesel Fuel
All sites: Red dyed #2, California Air Resources Board (CARB) rated for combined on/off-highway use.

Diesel Fuel
All sites: *Renewable, Red dyed #2, California Air Resources Board (CARB) rated for combined on/off-highway use.

*The City currently does not use renewable diesel fuel and may or may not decide to use renewable diesel fuel in the future. However, should City decide to use renewable diesel fuel, Valley Oil Company shall supply it upon request.

**5. DELIVERY RECEIPTS, INVOICING & PAYMENT**

a) Delivery Receipts. Valley Oil Company shall send delivery receipts for all sites via EMAIL to danitra.bahlman@cityofpaloalto.org and david.andel@cityofpaloalto.org of the City's Equipment Management Division offices, on the date of delivery. The fuel site location must be noted on the delivery receipt.

b) Invoicing. Invoices shall be submitted in accordance with Section 7 of this Agreement. Invoices shall include all applicable federal, state and local taxes, import duties, commissions, or other charges. The fuel site location must be noted on the invoice.

c) OPIS Reports. Valley Oil Company must also send the OPIS report every morning via email to danitra.bahlman@cityofpaloalto.org and david.andel@cityofpaloalto.org.

d) PAYMENT TERMS: City of Palo Alto's Payment terms for this contract will be: N30 Sales tax rate for the City of Palo Alto is 9.00%.

**FUEL SITE LOCATIONS**

**Table Two - City of Palo Alto Fuel Site Locations**

| Fuel Site | | Unleaded Gasoline | | | Diesel Fuel | | |
|---|---|---|---|---|---|---|---|
| **Nr** | **Name/Address** | **Tank Size** | **12-Month Usage[1]** | **Deliveries per year[1]** | **Tank Size** | **12-Month Usage[1]** | **Deliveries per year[1]** |
| 1 | Municipal Services Center<br>3201 East Bayshore Road | 15,000 | 69,658 | 16 | 15,000 and 5,000 | 40,195 | 15 |
| 2 | Golf Course<br>1875 Embarcadero Road | 1,000 | 6,191 | 13 | 1,000 | 2,627 | 8 |
| 3 | Foothills Park[3]<br>3300 Page Mill Road | 250 | 898 | 7 | 500 | 2,220 | 8 |
| 4 | Fire Station #1 (University Park)<br>301 Alma Street | 1,000 | 38,626 | 113 | 1,000 | 4,828 | 29 |
| 5 | Fire Station #2 (Mayfield)<br>2675 Hanover Street | 1,000 | 2,668 | 11 | 1,000 | 8,481 | 19 |
| 6 | Fire Station #4 (Mitchell Park)<br>3600 Middlefield Road | 1,000 | 1,479 | 4 | 1,000 | 1,520 | 5 |
| **Total for all Locations** | | 19,250 | 119,520 | 164 | 24,500 | 59,871 | 84 |

Note: Above fuel usage numbers are taken from previous 12-month period (July 1, 2021– June 30, 2022) and are provided for illustrative purposes. Annual fuel requirements during the term of this Agreement may vary.

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**EXHIBIT B**
**SCHEDULE OF PERFORMANCE**

CONTRACTOR shall perform the Services according to the following schedule:

**Sites 1, 2, 3, 5, 6**: Valley Oil Company shall accept City's fuel orders and deliver the requested amount of fuel to the identified fuel site within 24 hours of the City's placement of the order.

**Site 4:** Valley Oil Company shall make fuel deliveries to site 4 every Monday (regardless of tank levels), unless the weekly delivery is cancelled by City. For any City holidays falling on a Monday, the deliveries will take place the following day (Tuesday). Site 4 will commonly require additional "as needed" deliveries, with 24-hours advance notice. Valley Oil Company shall fulfill City's as-needed orders within 24 hours of City's placement of the order.

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**EXHIBIT C**
**SCHEDULE OF FEES**

**Compensation based upon fee schedule**

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

**PRICING**

Pricing for unleaded and diesel will be at the cost per gallon using the OPIS Lowest Daily Terminal Price at the San Jose, California fueling terminal, and will include delivery at the per gallon rates specified per site and per fuel type in the table below.

Pricing for renewable diesel will be at the cost per gallon using the OPIS Lowest Daily Terminal Price at the San Francisco, California fueling terminal, and will include delivery at the per gallon rates specified per site and per fuel type in the table below.

Fuel price will directly correspond to the OPIS rate referenced above. Delivery rates will remain fixed for the term of the Agreement.

| Fuel Site | | Unleaded Fuel Price Per Gallon | Diesel Fuel Price Per Gallon | Renewable Diesel Fuel Price Per Gallon |
|---|---|---|---|---|
| Quote delivery charge for gasoline and diesel fuel per the attached City of Palo Alto specifications.<br><br>The City is seeking to establish a pricing contract for a period of one (1) year, with the option to extend for four (4) additional years. The purchase agreement is to be renewed by issuing an annual blanket purchase order each fiscal year. | | Over Daily Terminal Price as per specifications | | |
| **Nr** | **Name/Address** | | | |
| 1 | Municipal Services Center<br>3201 East Bayshore Road | **$. .039** | **$. .059** | **$. .059** |
| 2 | Golf Course<br>1875 Embarcadero Road | **$. .115** | **$. .135** | **$. .135** |
| 3 | Foothills Park<br>3300 Page Mill Road | **$. .115** | **$. .135** | **$. .135** |
| 4 | Fire Station #1 (University Park)<br>301 Alma Street | **$. .115** | **$. .135** | **$. .135** |

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| | Fuel Site | Unleaded Fuel Price Per Gallon | Diesel Fuel Price Per Gallon | Renewable Diesel Fuel Price Per Gallon |
|---|---|---|---|---|
| 5 | Fire Station #2 (Mayfield)<br>2675 Hanover Street | **$. .115** | **$. .135** | **$. .135** |
| 6 | Fire Station #4 (Mitchell Park)<br>3600 Middlefield Road | **$. .115** | **$. .135** | **$. .135** |

Notice required for delivery (hours): **24 Hours**

Pricing will be F.O.B. Palo Alto, CA.

Sales tax rate for the City of Palo Alto is 9.125%.

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# EXHIBIT D
# INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|---|---|---|---|---|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES<br>YES | WORKER'S COMPENSATION<br>EMPLOYER'S LIABILITY | STATUTORY<br>STATUTORY | | |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY & PROPERTY DAMAGE COMBINED. | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| YES | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY<br>- EACH PERSON<br>- EACH OCCURRENCE<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY AND PROPERTY DAMAGE, COMBINED | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 | $1,000,000<br>$1,000,000<br>$1,000,000<br><br>$1,000,000<br><br>$1,000,000 |
| NO | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | $1,000,000 | |
| YES | THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE,** NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES. | | | |

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

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A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**PURCHASING AND**
**CONTRACT ADMINISTRATION**
**CITY OF PALO ALTO**
**P.O. BOX 10250**
**PALO ALTO, CA 94303**

DocuSign

## Certificate Of Completion

Envelope Id: 4BC793233B6A44EAB5916B67CDF395AB
Status: Completed
Subject: Complete with DocuSign: C23186140 Fuel Delivery contract final vendor only signatures.pdf
Source Envelope:
Document Pages: 20
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Annmarie Romero
250 Hamilton Ave
Palo Alto , CA 94301
annmarie.romero@cityofpaloalto.org
IP Address: 199.33.32.254

## Record Tracking

Status: Original
11/10/2022 8:08:01 AM
Holder: Annmarie Romero
annmarie.romero@cityofpaloalto.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Palo Alto
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Bob Buck<br>bob.buck@valleyoil.com<br>Vice President<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Bob Buck<br>6D471949160442A...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.196.172.125 | Sent: 11/10/2022 8:10:19 AM<br>Viewed: 11/10/2022 8:33:35 AM<br>Signed: 11/10/2022 8:34:09 AM |

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| | | |
|---|---|---|
| Roberta Cummings<br>roberta.cummings@valleyoil.com<br>CONTROLLER<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Roberta Cummings<br>B84AC3661C434DF...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.196.172.125 | Sent: 11/10/2022 8:34:11 AM<br>Resent: 11/15/2022 8:59:46 AM<br>Resent: 11/16/2022 8:51:47 AM<br>Resent: 11/17/2022 2:10:32 PM<br>Viewed: 11/17/2022 2:20:28 PM<br>Signed: 11/17/2022 2:22:03 PM |

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Danitra Bahlman<br>danitra.bahlman@cityofpaloalto.org<br>Project Manager<br>City of Palo Alto<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 11/17/2022 2:22:04 PM |

**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 11/10/2022 8:10:20 AM |
| Certified Delivered | Security Checked | 11/17/2022 2:20:28 PM |
| Signing Complete | Security Checked | 11/17/2022 2:22:03 PM |
| Completed | Security Checked | 11/17/2022 2:22:04 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

# City of Palo Alto

(ID # 15038)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Approval of Contract C23186719 (Attachment A) with CivicPlus, LLC for CivicRec Recreation Management Software for a Period of Six Years in an Amount of $735,065 (Including a 5% Contingency for Additional Services Amount of $29,229).**

**From: City Manager**

This item will be a special late packet distribution on December 15, 2022.

# City of Palo Alto

## City Council Staff Report

(ID # 15042)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Adoption of a Resolution Declaring the Results of the Consolidated Municipal Election Held on November 8, 2022**

**From: City Manager**

**Lead Department: City Clerk**

This will be a special late packet distribution on December 15, 2022.

# City of Palo Alto (ID # 14726)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Action Items**

**Title: 1237 San Antonio Road [22PLN-0013], Project Known as Palo Alto Homekey: Recommendation for a Comprehensive Plan Amendment for the Northwest Portion of the Site Changing the Land Use Map Designation from "Public Conservation Land" (CL) to "Major Institution Special Facilities" (MISP) to Create Alignment Between the Existing Use and Its Designation**

**From: City Manager**

**Lead Department: City Manager**

### Recommendation:

Staff recommends that the City Council adopt the proposed Resolution amending the Comprehensive Plan land use designation at 1237 San Antonio Road from Public Conservation Land (CL) to Major Institution/Special Facilities (MISP) to create an alignment between the existing use and its designation.

### Executive Summary:

This Comprehensive Plan Amendment aligns the map to the site's existing (and proposed future) use. The applicant, LifeMoves, on behalf of the owner and co-applicant, the City of Palo Alto, is moving the City of Palo Alto (City) GreenWaste operations within the current site of Area C of 1237 San Antonio Road. The new operations area will be to the rear portion of the same site which will allow for the addition of Palo Alto Homekey to Area C. Palo Alto Homekey will be a new facility to provide support services and temporary housing for those experiencing homelessness. A portion of the rear area at 1237 San Antonio Road, approximately 11,800 square feet, has the land use designation of Public Conservation Land (CL). This land has not been conserved and has been used for Public Works project staging and other uses (such as truck parking). The Palo Alto Homekey Project is statutorily exempt from the California Environmental Quality Act (CEQA).

The Architectural Review Board (ARB) reviewed and provided feedback on the project on July 21, 2022. On September 14, 2022, the Planning and Transportation Commission (PTC) reviewed and recommended that City Council adopt the attached resolution amending the Comprehensive Plan land use designation. The designation for the northwest portion of the site conflicts with its longstanding use as building-material debris sorting, construction staging, and general truck parking. The requested change to the designation would bring this segment of the

site into alignment with the adjoining portions and align with the existing and proposed future use.

## Background:

City Council discussed and approved Palo Alto Homekey and provided guidance on August 9, 2021, August 30, 2021, September 27, 2021, November 1, 2021, June 21, 2022, and August 15, 2022 related to this project.

On August 9, 2021, the City Council voted 6-1 to support advancing an application for the Project Homekey Program for an emergency shelter in a portion of the former LATP site.[1] In a September 27, 2021 report to the City Council, staff noted "The relocation of the Green Waste facilities from their current location to the rear area, as proposed, may require a Comprehensive Plan Amendment."

Support continued throughout the application and initial design process, most recently with a vote on August 15, 2022, to authorize the City Manager to execute a State Standard Agreement in the event of a Homekey grant award, to extend the declaration of emergency shelter crisis, and to receive an update on the project status. Since that time, the State informed the City of the official $26.6 million grant award and the City and its partner LifeMoves have executed the Standard Agreement with the State. Staff also executed a Letter of Intent with the County of Santa Clara's Office of Supportive Housing, LifeMoves, and the Santa Clara County Housing Authority which outline the agreements that staff is crafting with each entity related to project management, operations, and program and services support. Additionally, staff is working with LifeMoves to address escalating project costs in this inflationary environment.

Projects funded under AB 140 (Homekey) are automatically deemed consistent with all local planning and zoning requirements and no discretionary approvals can be required. This is outlined in Health and Safety Code section 50675.1.3. Since the City is the landowner and wants to ensure a quality project with public participation, the City Council asked that, though not required, the ARB review the project. The ARB's discussion on July 21, 2022 was a courtesy review and the hearing provided the public an additional forum to offer comments on the design. A video of the ARB meeting is viewable online[2].

***Project Description***

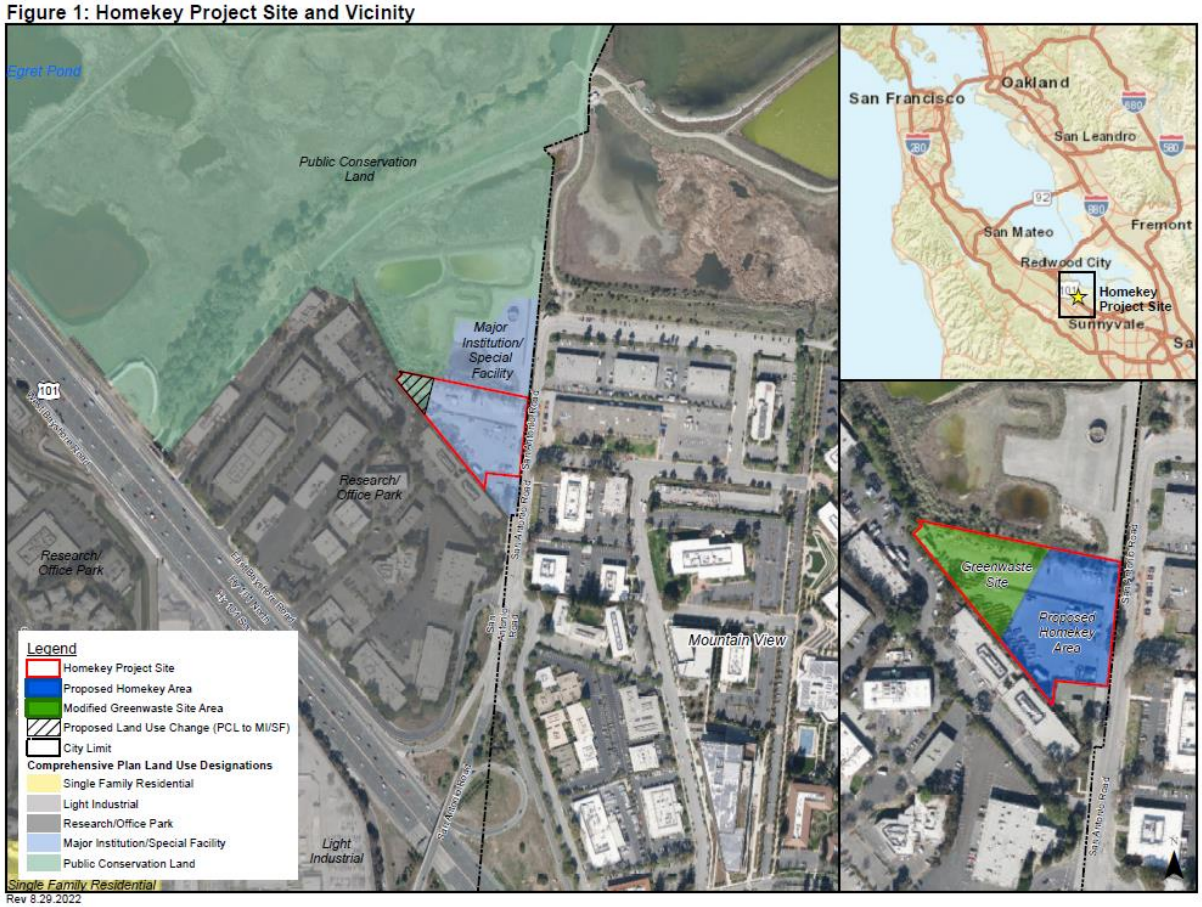
The proposed Comprehensive Plan amendment is related to movement of the GreenWaste operation and related infrastructure within the Area C site. This ensures operations continuity while accommodating the development of a publicly funded interim supportive housing facility (Palo Alto Homekey) for those experiencing homelessness. The project involves moving GreenWaste from the front portion of the site along San Antonio Road to the backmost portion

[1] A map showing these areas is shown in the August 15, 2016 City Council Staff Report, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2016/081516-7082-approval-of-license-agreement-for-gw-to-use-former-latps.pdf

[2] https://midpenmedia.org/architectural-review-board-7212022/

of the site. The proposed work includes creating driveway access, performing grading, providing electrical service, installing a new transformer, and installing electric vehicle (EV) charging stations. While much of the site has been in use by GreenWaste for sorting of construction debris, a portion of this Area C has been more typically used as a construction/staging area. Figure 1 shows the Public Conservation Land (CL) in the Comprehensive Plan Land Use Designations map. The CL portion is a trapezoid roughly 0.26 acre (11,454 square feet). In its current state, the CL portion is gravel-covered and used contiguously with the rest of the current GreenWaste sorting area. As the CL-designated area has been used, for all intents and purposes, as MISP for six years by GreenWaste, the proposed Comprehensive Plan Amendment would update the designation to align with its usage.

Figure 1: Homekey Project Site and Vicinity




***Planning & Transportation Commission Review***

On September 14, 2022, the PTC reviewed and recommended that City Council adopt the attached resolution amending the Comprehensive Plan land use designation. The PTC was broadly in support of the Homekey Project and any actions that would facilitate completion of that project.

During the meeting there was one public speaker for this item, who suggested that the change

in land use designation should be temporary.

## Discussion:

With adoption of the proposed resolution, all existing uses would align with land use designations at this site.

***Neighborhood Setting and Character***

The location proposed for GreenWaste operations and Palo Alto Homekey is an over two-acre part of a larger parcel located adjacent to the Baylands. Palo Alto Homekey is proposed for the front half of the site at 1237 North San Antonio, with GreenWaste reconfiguring its sorting layout and relocating to the back half of the site. There is one remaining tank structure in Area B and the exact height of this structure is unknown, but it is estimated to be approximately 20 feet tall based on Google Maps images.

To the south are tall one-story office buildings currently occupied by Google. The existing grade of these sites are low, approximately 2.5 to 4 feet lower than the adjacent San Antonio Road. Across the street from the project site, in the City of Mountain View, are additional tall one-story office buildings that are elevated a couple of feet above the grade of San Antonio Road and separated from San Antonio Road by landscaped berms.

***Existing Comprehensive Plan Designation[3]***

The Comprehensive Plan land use designations for the project site are:

- Major Institution/Special Facilities (MISP) are characterized as institutional, academic, governmental and community service uses and lands that are either publicly owned or operated as non-profit organizations.
- Public Conservation Lands (CL) are characterized as open lands primarily for preservation and enhancement of the natural state of the land and its plants and animals.

GreenWaste has been leasing from the City, and operating at this site, a construction debris sorting area, consistent with the MISP designation since moving from its former facility at 2000 Geng Road at the end of 2016. The operations are primarily located at the front of the site, away from the CL area. The CL area has been used as a staging area historically, between 1984 and 1991 by the Palo Alto Utilities Department, and more recently, in 2020, by the Granite Construction Company for storing material and equipment. The CL area is in no visible way distinct or different from the other parts of the Area C site. The portion of the site currently designated CL is not open, preserved, nor in a natural state as it appears long compacted and gravel covered. The project includes a change in land use designation for this subsection of the site from CL to MISP in alignment with the rest of the site and its current and proposed future usage.

[3] The Palo Alto Comprehensive Plan is available online: https://www.cityofpaloalto.org/Departments/Planning-Development-Services/Long-Range-Planning/2030-Comprehensive-Plan

***Consistency with Comprehensive Plan Goals and Policies***

*Land Use Map Designation Amendment*

Staff analysis finds, and the Planning and Transportation Commission concurs, that the proposed Land Use Map amendment is consistent with the following goals and policies of the Comprehensive Plan:

1. Land Use and Community Design Element: Policies L-1.8, L-1.9, L-2.3, L-7.16
2. Safety Element: Policy S-3.9
3. Community Services and Facilities Element: Goal C-5, Policies C-1.3, C-1.22, C-5.1, Program C-1.22.2
4. Governance Element: Goal G-3
5. Housing Element: Goal H-3, Policy H-3.5, Programs H-3.36, H-3.5.1

## Timeline:

This Comprehensive Plan amendment is related to the Palo Alto Homekey project. The Homekey award requirements mandate tight timelines, including spending down of monies in eight months from the date of award and completion/occupancy within 12 months.

## Resource Impact:

There are no resource impacts associated with the proposed Comprehensive Plan Land Use designation change.

## Policy Implications:

The proposed resolution supports the City's efforts to implement goals and policies of the Comprehensive Plan. Additionally, adoption of the proposed resolution supports Palo Alto Homekey, a critical project forwarding Council's priority, "Housing for Social and Economic Balance." The proposed resolution also aligns with the Comprehensive Plan policies as stated in the previous section.

## Stakeholder Engagement:

The Palo Alto Municipal Code requires notice of this public hearing be published in a local paper and mailed to owners and occupants of property within 600 feet of the subject property at least ten days in advance. Notice of a public hearing for this project was published in the Daily Post on December 9, 2022, which is 12 days in advance of the meeting. Postcard mailing occurred on December 7, 2022, which is 14 days in advance of the meeting.

**Public Comments**

As of the writing of this report, no project-related, public comments were received.

## Environmental Review:

Numerous state laws, including but not limited to AB 140 (2021) and AB 2553 (2020) have exempted emergency shelter projects, and specifically projects funded by Homekey, from the requirements of California Environmental Quality Act (CEQA). Specifically, the proposed

resolution changing the land use designation of the site is exempt under Government Code section 8698.4, subdivision (a)(4) (AB 2553) as an action to facilitate the lease of City owned land for an interim housing shelter.

**Attachments:**

- **Attachment19.a:** 0160084_20220907 - 14694 Attachment A - Resolution Amending Comprehensive Plan Land Use Map by Changing the Land Use Designation for 1237 San Antonio Rd from CL to MISP

*Not Yet Adopted*

Resolution No. ____

Resolution of the Council of the City of Palo Alto Amending the Comprehensive Plan Land Use Map by Changing the Land Use Designation for 1237 San Antonio Road from "Public Conservation Land" (CL) to “Major Institution Special Facilities” (MISP)

R E C I T A L S

A. The City and LifeMoves Inc. have received funding from the California Department of Housing and Community Development Homekey Program to develop an interim shelter for individuals experiencing homelessness at 1237 San Antonio Road.

B. In order to facilitate the development of this project, the City’s solid waste hauler, Greenwaste, is relocating to another portion of the site, which has historically been used for storage and staging.

C. Although this area has been used for storage purposes, it is currently has a Comprehensive Plan Land Use Designation Public Conservation Land (CL).

D. In order to better align the Comprehensive Plan Land Use Designation with the past, present, and future uses of the site, the City desires to amend the Land Use Designation to “Major Institution Special Facilities” (MISP).

E. The Planning and Transportation Commission, after a duly noticed public hearing on September 14, 2022, recommended that the City Council amend the Land Use Map of the City of Palo Alto Comprehensive Plan as set forth below.

F. The City Council considered said recommendation after a duly noticed public hearing held on _____, and now desires to amend the Land Use Map as set forth below.

**NOW, THEREFORE**, the Council of the City of Palo Alto RESOLVES as follows:

SECTION 1. The City Council finds that the public interest, health, safety and welfare of Palo Alto and the surrounding region would be furthered by an amendment of the Land Use Map of the Palo Alto Comprehensive Plan as set forth in Section 2.

SECTION 2. The proposed Land Use Map amendment is consistent with the following goals and policies of the Comprehensive Plan:

| **Land Use and Community Design Element** | |
|---|---|
| **Goal/Policy Program** | **Consistency** |

| | |
|---|---|
| Policy L-1.8 Maintain an active engagement with Santa Clara County, San Mateo County, neighboring cities, other public agencies including school districts and Stanford University regarding land use and transportation issues | The proposed amendment enables the development of Palo Alto Homekey, a project involving close engagement and coordination with the City of Mountain View and Santa Clara County. |
| Policy L-1.9 Participate in regional strategies to address the interaction of jobs, housing balance and transportation issues. | The proposed amendment enables the development of Palo Alto Homekey, which is an important component of both a regional (i.e., Santa Clara County) and statewide effort to quickly expand housing for persons experiencing or at risk of homelessness. |
| Policy L-2.3 As a key component of a diverse, inclusive community, allow and encourage a mix of housing types and sizes integrated into neighborhoods and designed for greater affordability, particularly smaller housing types, such as studios, co-housing, cottages, clustered housing, accessory dwelling units and senior housing. | The proposed amendment enables the development of Palo Alto Homekey which would increase housing diversity by introducing transitional housing to Palo Alto. |
| Policy L-7.16 Continue to consult with tribes as required by California Government Code Section 65352.3. In doing so, use appropriate procedures to accommodate tribal concerns when a tribe has a religious prohibition against revealing precise information about the location or previous practice at a particular sacred site. | In relation to the proposed amendment, staff is following (concurrently) all appropriate noticing procedures for tribal consultation. |
| **Safety Element** | |
| **Goal/Policy/Program** | **Consistency** |

| | |
|---|---|
| Policy S-3.9 Reduce solid waste generation through requiring salvage and reuse of building materials, including architecturally and historically significant materials. | The proposed amendment will allow GreenWaste to maintain its existing building materials sorting operations while allowing the development of new transitional housing (i.e., Palo Alto Homekey). |
| **Community Services and Facilities Element** | |
| **Goal/Policy/Program** | **Consistency** |
| Policy C-1.3 Streamline and improve delivery and provision of services and to meet the changing needs of our population. | The proposed amendment enables the development of Palo Alto Homekey which would provide a focused, centralized array of services to our unhoused population. |
| Policy C-1.22 Support and promote County, City, State and nonprofit services addressing the needs of the low-income and unhoused community especially in the areas of permanent supportive housing and temporary housing which addresses food, clothing, health care, mental health and transportation needs. | The proposed amendment enables the development of Palo Alto Homekey transitional housing, which would provide an array of services and address a variety of needs including food, health care, mental health care, and jobs. |
| Program C1.22.2 Work with Santa Clara and San Mateo Counties, the State of California, the federal government, nonprofit agencies, business and other organizations to define roles and responsibilities in the comprehensive provision of permanent supportive housing and temporary shelter, food, clothing and transportation for those in need. | The proposed amendment enables the development of Palo Alto Homekey a project involving working with a variety of stakeholders, including the State, Santa Clara County, the City of Mountain View, LifeMoves (a local nonprofit), and others. This work includes defining and distributing roles and responsibilities relating to meeting the needs of the unhoused. |
| Goal C-5 Sustain the health, well-being, recreation and safety of residents and visitors and improve the quality, | The proposed amendment enables the development of Palo Alto Homekey which would introduce transitional housing and services to improve the lives and outcomes of the unhoused. |

| | |
|---|---|
| quantity and affordability of social services for all community members, including children, youth, teens, seniors, the unhoused and people with disabilities. | |
| Policy C-5.1 Demonstrate an ongoing commitment to the health and well-being of the public. | The proposed amendment enables the development of Palo Alto Homekey a project demonstrating the City's ongoing financial commitment to increasing the health and well-being of the unhoused in our community. |
| **Governance Element** | |
| **Goal/Policy/Program** | **Consistency** |
| Goal G-3 Collaboration with regional partners and support on regional issues. | The proposed amendment enables the development of Palo Alto Homekey, which is an important component of both a regional (i.e., Santa Clara County) and statewide effort to quickly expand housing for persons experiencing or at risk of homelessness. |
| **Housing Element** | |
| **Goal/Policy/Program** | **Consistency** |
| Goal H-3 Meet underserved housing needs and provide community resources to support our neighborhoods. | The proposed amendment enables the development of Palo Alto Homekey which would help meet a currently underserved need for transitional housing. |
| Program H-3.36 Continue to participate with and support agencies addressing homelessness. | The proposed amendment enables the development of Palo Alto Homekey a project involving participating with and supporting a variety of agencies addressing homelessness. |
| Policy H-3.5 Support the provision of emergency shelter, transitional housing, and ancillary services to address homelessness. | The proposed amendment enables the development of Palo Alto Homekey, an emergency shelter providing transitional housing and ancillary services to address homelessness. |
| Program H-3.5.1 Continue to participate in the Santa Clara County Homeless Collaborative as well as work with adjacent jurisdictions to develop additional shelter opportunities. | The proposed amendment enables the development of Palo Alto Homekey an emergency shelter and the first transitional housing in the city. |

SECTION 3. The City Council hereby amends the Land Use Map of the Palo Alto Comprehensive Plan by changing the designation of the area depicted in "Exhibit A" from Conservation Lands and Major Institution/Special Facilities. "Exhibit A" is attached to this resolution and incorporated into it by this reference.

SECTION 4. The Council finds that the adoption of this resolution is exempt from review under the California Environmental Quality Act pursuant to Government Code section 8698.4, subdivision (a)(4) because the change in land use designation is an action to facilitate the lease of City owned land for a homeless shelter.

INTRODUCED AND PASSED:

AYES:

NOES:

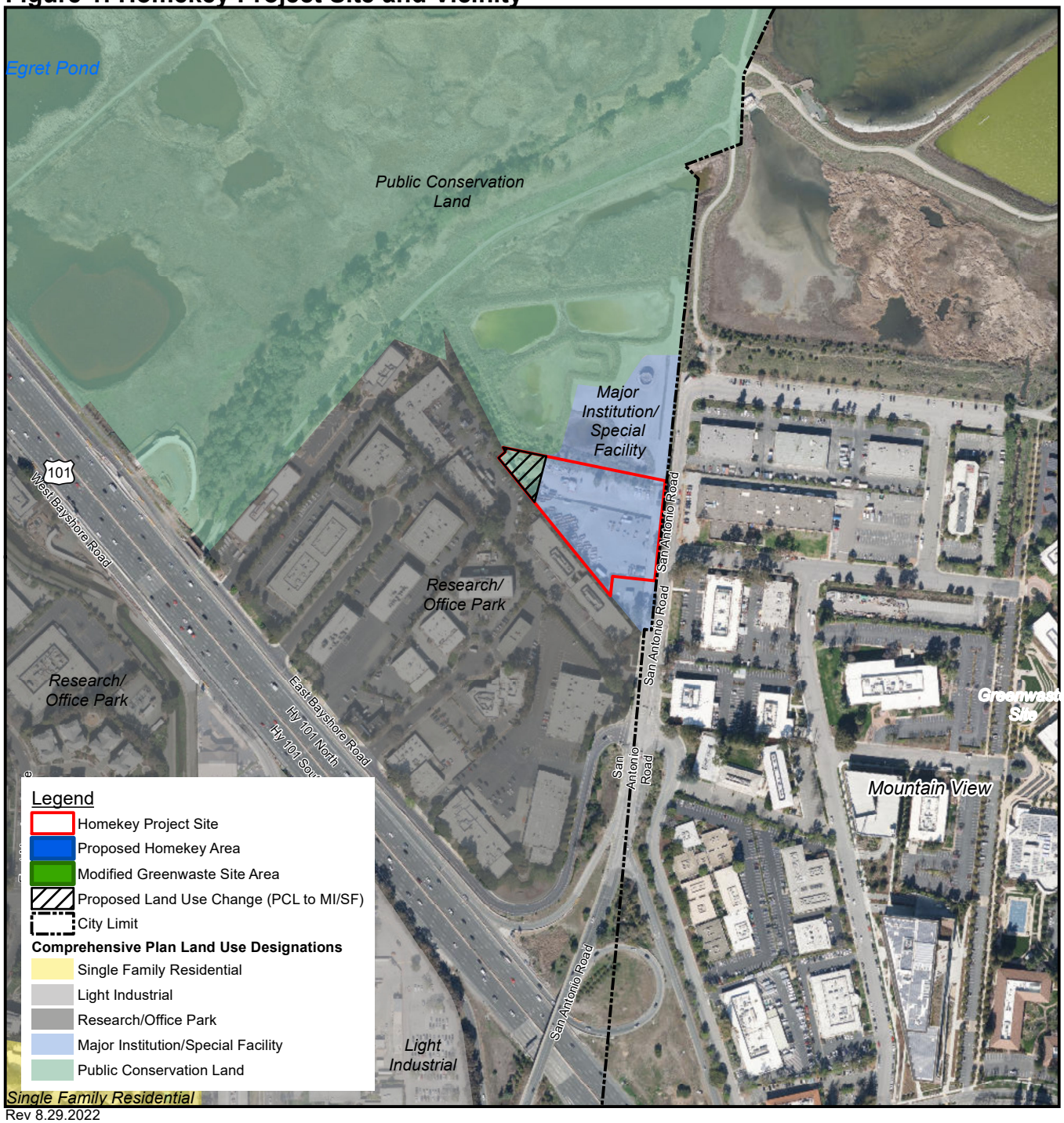
ABSENT:

ABSTENTIONS:

ATTEST:

| | |
|---|---|
| _____ | _____ |
| City Clerk | Mayor |
| APPROVED AS TO FORM: | APPROVED: |
| _____ | _____ |
| Assistant City Attorney | City Manager |

## Figure 1: Homekey Project Site and Vicinity




Rev 8.29.2022

# City of Palo Alto

## City Council Staff Report

(ID # 14800)

**Meeting Date: 12/19/2022** **Report Type: Action Items**

## Title: The Utilities Advisory Commission (UAC) and Staff Recommend the City Council Approve Option 2 for Building Fiber-to-the-Premises (FTTP) Under a Phased Approach

## From: City Manager

## Lead Department: Utilities

**Recommendation**

The Utilities Advisory Commission (UAC) and staff recommend City Council approve option 2 for building Fiber-to-the-Premises (FTTP) under a phased approach:

**Option 1.** **Build fiber backbone and FTTP within five years with $98M Revenue Bond.** Construction costs of $127.9 million to build the fiber backbone and FTTP distribution network based on the business models developed, plus $15 million to provide City-owned internet service provider (ISP) services totaling $142.9 million for the entire project. Fiber fund balance at $34 million, leaving a funding gap of $98 million, which may be covered with a revenue bond.

► **Option 2.** **Build fiber backbone and FTTP under a phased approach without Revenue Bond.** Allocate $34M from the Fiber fund and $13M from the Electric fund to build the fiber backbone and build phase one of the FTTP distribution network under a phased approach.

**Option 3.** **Build fiber backbone, pause City-owned ISP plans, and collaborate with private ISPs**. Build the fiber backbone to increase reliability and capacity for dark fiber licensing and support some “smart city” initiatives. Collaborate with ISP providers to improve broadband in Palo Alto. Pause FTTP efforts and potentially redistribute some fiber surplus to support other City initiatives such as grid modernization or electrification.

**Executive Summary**

This report is a culmination of research and findings for building fiber backbone and citywide FTTP, including follow-up information from the joint session held on September 19, 2022 (Staff Report #13956). This meeting will provide Council an opportunity to review the findings and information accumulated so far, weigh the options for moving forward with FTTP, consider staff and UAC's recommendation, and provide staff with feedback on how to proceed. This report contains follow-up information requested from the joint session and options to build FTTP:

1. Comparisons to other California municipalities providing fiber service
2. Use of Micro-trenching to reduce construction costs and accelerate FTTP buildout
3. Use of Fiber Fund surplus for FTTP and other City services
4. Options to build FTTP and enhance broadband in Palo Alto

The UAC unanimously (6-0, Bowie absent) recommended Option 2 – build fiber backbone and FTTP under a phased approach with existing funds ($34 million from Fiber and $13 million from Electric). The UAC did not recommend bond financing phase one of FTTP deployment due to uncertainty of customer take rate and high interest borrowing rates. UAC also suggested staff provide periodic updates (i.e. construction, installation, financials) to UAC and Council during phase one to determine whether the City should accelerate the FTTP buildout.

**Background**

On November 2, 2022 staff reviewed with UAC the accumulated research and findings for building the fiber backbone and several options for building FTTP shortly following the joint session held with Council and UAC on September 19, 2022. Plans to build the fiber backbone were reviewed and the feasibility of expanding the City's current licensing of dark fiber to end users by building out the network with a citywide FTTP distribution network were evaluated during the joint study session. Building out the network to connect to homes and businesses is commonly known as building out the "last mile" in a network. During the meeting with UAC, options for building the last mile to provide citywide FTTP were discussed in further detail.

There have been multiple discussions over the decade regarding the tradeoffs for offering municipal-owned FTTP to the community as a service, investments needed to build the "last mile," benefits and risks of becoming a new internet service provider (ISP), and various financial models and organizational structure. The City's broadband consultant, Magellan, presented information demonstrating how building the last mile in the City's fiber network infrastructure supports the City's initiatives, provides the community with more choice among broadband providers, and becomes a valuable telecommunication investment for the future.

However, it was acknowledged that while the City operates its own utilities and the fiber network has a successful dark fiber business model, the competitive landscape for FTTP would be very different from managing other City-owned utilities and dark fiber licensing. The City would not only have to build a reliable FTTP distribution network capable of delivering ultra-high-speed Internet options, but also capture market share, provide responsive customer service and support, implement and install FTTP, and respond to competitors' efforts. In response to some concerns about take rate viability, Magellan presented maps based on survey

results that could be used to infer which areas of the community had higher demand for a City-owned ISP, less competition from existing incumbents, or even where internet speed may be slower. This report includes some additional maps based on UAC's feedback.

Several options for building FTTP came into focus after the joint study session and were summarily discussed with the UAC. During the meeting with the UAC, concerns were raised regarding uncertainties surrounding the deployment of FTTP, such as rising interest rates, which can impact cost estimates, or incumbent response and other market factors which can impact anticipated take rates. The discussion section contains some ideas to mitigate these risks weighed alongside the various options presented to the UAC for further discussion with Council.

**Discussion**

The following discussion topics include follow-up information requested from the joint session and options for building FTTP.

### *Comparisons to other Municipalities with Fiber*

According to the Institute for Local Self-Reliance Community Broadband Map, in the United States there are 83 municipal networks serving 148 communities with a publicly owned FTTP citywide network. More broadly, there are 315 networks communities in 31 states with some form of a publicly owned network offering at least 1 gigabit services and more than 30 communities in 10 states with a municipal network delivering 10 gigabit services.[1]

With limited resources to verify the business models of each municipal network, research was focused on high-profile municipal networks for those which are out-of-state, and municipal networks in California since unique legal conditions in each state substantially impact the deployment of broadband networks state to state. Staff focused on well-known municipal networks or municipal networks with easily accessible public information to search for those which contained one or more of the following traits comparable to what the City of Palo Alto has been exploring:

- ✓ City-owned and built
- ✓ City-ISP (City is the ISP provider)
- ✓ City-wide (100% full buildout to all businesses and residents)

The resulting list in Attachment A is intended to provide the public a general idea of how other municipalities are providing fiber broadband and would require the information to be further validated by the individual municipal network listed for accuracy. In general, many municipalities in California are either in the process of exploring fiber broadband, providing limited fiber broadband, or partnering with a third-party as the ISP provider. Several cities are

[1] Institute for Local Self-Reliance Community Broadband map: https://muninetworks.org/communitymap

offering commercial services, and some are providing residential services under an incremental approach. Below are some examples:

| | |
|---|---|
| **Masterplan to explore fiber broadband** | |
| 1. Developing a master plan | ▪ *Fremont*<br>▪ *Glendale* |
| 2. Completed a master plan | ▪ *Vallejo*<br>▪ *San Leandro* |
| **Limited, Non City-wide fiber broadband** | |
| 3. Providing only dark fiber and commercial ISP (no residential) | ▪ *Burbank*<br>▪ *Los Angeles* |
| 4. Providing limited (instead of city-wide fiber broadband) | ▪ *Loma Linda (homes built after 2004)*<br>▪ *Rancho Cucamonga (greenfield developments)*<br>▪ *Santa Monica (select multi-family developments)*<br>▪ *San Bruno (hybrid fiber/coax; incumbent cable television operator)* |
| **Non City-ISP provided fiber broadband** | |
| 5. Non-city ISP provider | ▪ *Culver City (CLEC Onward)*<br>▪ *Ontario (CLEC Onward)*<br>▪ *Vallejo (CLEC Onward)*<br>▪ *Santa Cruz (Cruzio Internet)*<br>▪ *Brentwood licenses conduit to Sonic* in select areas* |

### *Micro-trenching as an Alternative Construction Method*

In response to Council's question on micro-trenching as a method to reduce construction costs, Utilities, Public Works and Magellan evaluated the benefits and disadvantages of applying micro-trenching in Palo Alto's FTTP buildout.

In recent years, "micro-trenching" has emerged as a new construction method for deploying fiber infrastructure. Whereas traditional standards call for fiber to be buried at least 24-36 inches below grade either with directional boring or trenching, micro-trenching uses thinner, shallower cuts averaging 8-16 inches in depth. Typically, these cuts are made either in the pavement, sidewalk or the joint between the pavement and guttering. Proponents of micro-trenching note the shallower placement reduces construction cost by 40%-50% and can accelerate construction schedules by three to four times of the typical timeline. Street closures can also be reduced. Thus far, only a few cities (e.g., Austin, Texas) have successfully allowed fiber network builders to use micro-trenching as the preferred construction methodology to deploy broadband and other telecommunication services. As of the writing of this report, the City has not received any inquiries from the incumbent ISPs (wired and wireless) to use micro-trenching to deploy fiber.

The biggest downside to micro-trenching is the shallow depth and how this impacts future access to underground facilities for maintenance or repairs. While micro-trenching employs cuts averaging 8-16 inches deep, Palo Alto streets are resurfaced at 6 to 18 inches deep, and

routine cuts to access underground facilities such as electric underground lines are 24 to 36 inches deep. Additionally, to minimize damage to trees in areas where such precaution may be necessary, new techniques in micro-trenching may need to be deployed which may significantly impact construction. Finally, streets and sidewalks are routinely cut by contractors for underground work who would have to exercise greater precision and control to avoid cutting shallow fiber. The shallow depths not only impact how underground facilities are accessed in the future, but this also increases the vulnerability of micro-trenched fiber to dig ups. Although there are benefits for implementing micro-trenching, the tradeoffs in future access, ease of maintenance, risk of outages, and the time and resources to mitigate these issues would need to be considered as well.

Effective January 2022, state law requires the City to allow micro-trenching for the installation of underground fiber if the installation in the micro-trench is limited to fiber, unless the City makes a written finding that allowing micro-trenching for a fiber installation would have a specific, adverse impact on the public health or safety. The law also requires the City to adopt or amend its existing policies, ordinances, codes, or construction rules to allow for micro-trenching for fiber. The Public Works Department in collaboration with the City Attorney's Office, Utilities and Urban Forestry, is developing a micro-trenching standard for the City which will further inform on how this method may be implemented in the future.

As a part of ongoing efforts to explore potential cost savings for building FTTP, staff evaluated micro-trenching and found although there may be construction cost savings of $10 – $20 million (high-level estimate) in the undergrounded "last mile" portions of a FTTP network, these savings are unlikely to be fully realized due to cost factors which would offset a significant portion of potential savings. These cost factors include but are not limited to future outages, tree root protection, and impacts to street conditions. For a more thorough calculation of cost savings applying micro-trench, Magellan may need up to four months to conduct a field survey in the underground areas and redesign the architecture of the FTTP network.

The cost savings and efficiency gained by using micro trenching is achieved when it is used in large volume. To realize the full savings of micro-trench, the City would have to utilize micro-trenching for largest part of underground construction. One of the advantages that allows micro trenching to be less costly is the depth placement of conduit, which is also a disadvantage to operating and maintaining the network. The cost to mobilize equipment and crew to micro-trench small segments and/or service laterals would potentially outweigh construction cost savings combined with high risk of future outages.

Although micro-trenching has the potential to result in reduced construction costs and faster implementation time in high density and rural areas, staff's research suggests there are long-term risks in Palo Alto such as network reliability, impact to the City's street pavement condition index score, and the effect on tree canopies – all of which may significantly outweigh the construction benefits. Based on these concerns, staff does not recommend using micro-trenching to build the FTTP network in underground districts.

### *Use of Fiber surplus for FTTP and other City services*

To date, the City has accumulated a surplus of approximately $34 million through its dark fiber licensing revenues. This surplus may be used for capital expenditures related to the fiber network, including the FTTP buildout, or as unrestricted funds. However, potential uses for future surpluses—particularly from a FTTP line of business—are less clear. The legal landscape for local government revenues, especially revenues contemplated for expenditure on general municipal services, is complex and frequently changing either through ballot initiatives or litigation over the meaning and application of existing laws.

For present purposes, the most significant State law is Prop 26[2], the 2010 ballot initiative that amended the California Constitution to expand the general definition of a tax to include "any…charge…of any kind imposed by a local government." If Prop 26 applies to a local government fee or charge, the charge must either fall within one of seven enumerated exceptions or be imposed with voter approval. The stated intent behind Prop 26 was to close a "loophole" under which the state and local governments "disguised new taxes as 'fees' in order to extract even more revenue from California taxpayers without having to abide by these constitutional voting requirements."

In August of this year, the California Supreme Court issued a decision in *Zolly vs. City of Oakland* that clarified a previously unresolved question about the meaning of the phrase "imposed by a local government" in the context of franchise fees paid by the City of Oakland's solid waste and recycling service providers. The City of Oakland argued the franchise fees are not “imposed by a local government” because they were a product of voluntary contractual negotiations and therefore Prop 26 does not apply to such fees. The Supreme Court rejected this argument, finding that the ordinary meaning of the word “imposed” is “enacted” and it is sufficient that

[2] The full text of the Prop 26 provisions discussed in this staff report is as follows:

(e) As used in this article, “tax” means any levy, charge, or exaction of any kind imposed by a local government, except the following:
(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
(2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
(3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
(4) A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.
(5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
(6) A charge imposed as a condition of property development.
(7) Assessments and property-related fees imposed in accordance with the provisions of Article XIII D (Prop 218). Article XIIC, Section 1(e) of the California Constitution.

Oakland exercised its legal authority to execute the two franchise agreements and then enacted those charges into law by ordinance.

A court could very possibly reach a similar conclusion regarding the applicability of Prop 26 to the City's fiber utility's charges. However, the full impact of the *Zolly* decision on the fiber utility rates is still unclear because another Prop 26 case (*Howard Jarvis Taxpayers Association vs. Bay Area Toll Authority*) currently pending before the California Supreme Court will provide additional guidance on how the various exceptions to Prop 26 might apply in the context of the fiber utility. In addition, a statewide initiative that would impose even stricter limitations on local government fees and charges[3] appears likely to qualify for the ballot in the 2024 election. Staff will continue to monitor these developments and their implications for the fiber utility's revenue potential.

### *Options to build FTTP and enhance broadband service in Palo Alto*

Upon review of the findings from the joint session and follow-up information incorporated into this report, options for providing FTTP and enhancing broadband service were narrowed down to the following three:

#### Option 1. Build backbone and citywide FTTP within five years with $98M of Revenue Bond financing

Based on the current business models and anticipated construction costs for the fiber backbone and FTTP distribution network, the project team estimates a funding gap of approximately $98 million to be allocated in both the Fiber Fund and Electric Fund. The allocation for the construction costs and the bond financing structure would still need to be finalized based on actual plans.

Table 1. Cost estimates as of August 2022

| Costs | Current Estimates 2022 |
|---|---|
| Fiber Backbone | $25.6 M |
| Fiber-to-the-Premise | $102.3 M |
| Working Capital Set Aside | $15.0 M |
| Total Costs | $142.9 M |
| **Funding** | **Current Estimates 2022** |
| Cost Savings if Built Jointly | ($10.9 M) |
| Existing Fiber Fund | ($34.0 M) |
| Total New Funding Required | $98.0 M |

[3] Taxpayer Protection and Government Accountability Act

| | |
|---|---|
| New Funding Allocation* | Fiber $80 M - $85 M<br>Electric $13 M - $18 M |

Utility Revenue Bonds are a cost-effective option for long-term capital improvement projects with a large funding gap such as the $98M in this project. There are various revenue bonds structures and potential bond rating assumptions which could be applied for the fiber backbone and FTTP distribution network. The bonds are anticipated to be issued by both the Fiber Optics Fund for the FTTP construction, and the Electric Fund for the building the fiber backbone. Given the financial strength of the reserves, assets, and lack of current debt by the Electric utility, the new revenue bonds for the backbone and FTTP has little to no impact on potential future Electric bond issuance(s). The Electric utility is the City's financially strongest utility, and the other City utilities with outstanding bonds have a triple A credit ratings from Standard and Poor's therefore, staff anticipates the Electric utility will also receive the highest credit rating as well. The credit rating for the Fiber utility is less certain, as is the credit rating for a combined (Fiber and Electric) bonds issuance. The allocation of construction costs between the two funds and the bond financing structure is still being finalized, and the potential bond rating will be determined after a rating presentation (usually occurs a month prior to the bond issuance). Typically, bond issuance takes three to four months to process. Sometimes it takes longer when associated to a major construction contract Request for Proposal (RFP) being issued, receiving proposals, and evaluating bids to determine the lowest responsible bidder. The RFP process needs to be substantially completed to determine the final amount of the bond issuance since this result can substantially differ from the Engineer project cost estimate.

The table below shows the preliminary potential bond structures estimated on a 30-year $98 million (par) bond issuance needed to fund the project gap for the following scenarios:
Table 2. Debt Schedule as of August 2022

| Scenario | Rating | Capitalized Interest | All-In True Interest Cost | Annual Average Debt Service | Total Debt Service (net of Capl) |
|---|---|---|---|---|---|
| 1* | AA+ | 18 months | 4.42% | $6.47 M | $186.82 M |
| 2** | AA+ | None | 4.42% | $5.96 M | $179.45 M |
| 3* | AA | 18 months | 4.49% | $6.52 M | $188.34 M |
| 4** | AA | None | 4.49% | $6.01 M | $180.80 M |

**Scenarios 1 and 3: 18 months Capitalized Interest. First three (interest only) semi-annual debt service payments during project construction are paid by bond funds. This amount is added to the principal bond issuance.*
***Scenarios 2 and 4: No capitalized interest. First debt service would be due six months after the bond issuance.*

The advantages of option 1 is it seeks to provide every resident and business in Palo Alto with equal access to Palo Alto Fiber within five years so construction bid prices may be more favorable and competitive with a larger construction project and economies of scale, and the customer take rates would be higher due to speed-to-market and favorable momentum for Palo Alto Fiber. In addition to providing fiber broadband high-speed internet access to all residents and businesses, the new citywide FTTP network will provide more dark fiber licensing opportunities, support "smart city" initiatives for all departments, and serve as future telecommunication infrastructure for City or third-party needs throughout the city. There may also be construction savings of approximately 25% in areas where the City must replace poles or trench to upgrade its electrical distribution system for the grid modernization project. Staff will evaluate total FTTP and grid modernization joint savings after the construction buildout areas are determined.

The disadvantages of option 1 is the reliance on customer take rate to be financially sustainable. Given the uncertainties with take rate, and how existing ISP incumbents may respond in an adversarial manner to further impact take rates, there is a risk if Palo Alto Fiber cannot attain a minimum take rate of 25% after the build out, the City will have to adjust the construction schedule, and/or identify other sources (i.e. General Fund, partnership) of funding to repay the outstanding debt amount.

**Option 2. Build fiber backbone and FTTP with existing fiber reserves under a phased approach.**

The phased deployment approach will decrease the City's financial risk because no bond financing is required. Construction can be phased to start in areas with higher potential take rates and lower accessibility to fiber internet, ramping up instead of committing to a full deployment. With a ramp up approach, the City could build up revenues from dark fiber licensing and incremental FTTP deployments to reinvest into building out more of the fiber network in subsequent areas instead of taking on new debt. Depending on the viability of the City ISP business and take rate percentage, Council has the option to accelerate the FTTP citywide buildout with or without bond financing in future years. If Council decides to bond finance the remainder of citywide FTTP, it will take about two months to complete financing after Council's approval. Staff will provide key financial information (i.e. number of subscribers, revenue, expenses) on a regular basis to inform Council of the new FTTP business and decide whether the City should 1) continue the phased approach; 2) seek revenue bond financing to accelerate the buildout; 3) pause FTTP expansion.

Under the phased approach, and assuming a $20 million capital investment in the first phase of FTTP, the City can provide access to 20% - 30% of homes and businesses within 2-3 years. Magellan developed three potential phase 1 deployment models for FTTP with the following initial build out scenarios (Attachment B):

1. Areas with the lowest construction cost and highest density
2. Areas with the highest demand based on deposits

3. Areas without AT&T Fiber, with the goal of increasing take rates

| | Areas of Lowest Cost, Highest Density | Areas of Highest Demand | Areas without AT&T Fiber |
|---|---|---|---|
| Total Cost | $20 M | $20 M | $20 M |
| Single-Family with Access | 4,231 | 3,540 | 3,186 |
| Multi-Family with Access | 6,213 | 4,712 | 4,594 |
| **Total Homes with Access** | **10,444** | **8,252** | **7,780** |
| **Total Businesses with Access** | **1,064** | **879** | **912** |
| **Total Homes and Businesses with Access** | **11,508** | **9,131** | **8,692** |

In response to the UAC request, Magellan created a citywide heatmap of broadband speed from 25 Mbp to 1Gbp or greater based on 1,700 self-reported speed tests from the internet survey (Attachment C). Based on the heatmap, it is inconclusive whether there are neighborhoods with access to only low speed internet since there are adjacent neighborhoods with moderate to high speed access. Therefore, the speed test heatmaps are not a conclusive indicator of areas where speeds may be lower, and resultantly where the City should potentially focus its initial deployment.

For option 2, Magellan created a construction map for phase 1 incorporating the various scenarios of lowest cost, highest density, least competition, and highest demand. (Attachment D).

The advantage of option 2 is no initial bond financing required with $34 million of Fiber Reserves and $13 million contributions from the Electric Fund. The City can build a dedicated fiber backbone for the Electric utility to enhance reliability, security, redundancy, and future electric-related initiatives such as automated SCADA sensors. The City will also be able to provide internet access to approximately 20% - 30% of homes and residents who prefer to switch to City-owned ISP. Council can decide whether to accelerate or decelerate the FTTP expansion plan in one or two years based on how the deployment of Phase 1 goes. Under Option 2, the City will evaluate the feasibility of integrating FTTP expansion into future capital improvement projects such as electric grid modernization, electrification and undergrounding. Similar to option 1, there may be construction savings of approximately 25% in areas where the City must replace poles or trench to upgrade its electrical distribution system for the grid modernization project. Staff will evaluate total FTTP and grid modernization joint savings after phase 1 construction buildout areas are determined.

The disadvantages of Option 2 are primarily the longer implementation time, which would likely impact take rates and weaken the City's competitive position. Additionally, the phased approach could impact equity as not all parts of the community would be built out at the same time.

**Option 3. Build fiber backbone, Pause City-owned ISP plans, and Collaborate with private ISPs**

The City's fiber optic backbone network was planned, designed and constructed in the mid to late 1990s. The estimated useful life of fiber plant is typically 30 to 40 years. The Utilities Department began to license dark fiber service connections for commercial purposes in the late 1990s. Since then, several sections of the fiber network have reached capacity, which limits the City's ability to effectively serve its existing customers and acquire new customers. Building a separate fiber backbone is essential to maintaining and improving network reliability and security, increasing network coverage and capacity for commercial dark fiber customers, and supporting some "smart city" initiatives for City departments such as Information Technology, Office of Emergency Services, Public Safety, Public Works, Transportation and Utilities.

In light of future network and service upgrade plans by incumbent ISPs and the development of emerging technologies such as mobile and fixed 5G wireless, instead of building out the last mile the same time, the City may postpone its FTTP development. The City could, instead, identify resources to improve coordination of City policies, processes, and access to communication infrastructure in the PROW to facilitate network upgrades. These efforts could enhance transparency and predictability for ISPs planning network upgrades and/or building new networks. In general, municipal strategies for advancing broadband deployment without building their own FTTP are typically to:

1. Facilitate access to key assets such as fiber, communication conduit and utility poles in the PROW in addition to access to City-owned real property;
2. Provide frequently used information such as construction standards and pole requirements to potential broadband service providers; and
3. Streamline and publicize local construction, PROW and permitting processes.

The advantages of option 3 are primarily proceeding with building the fiber backbone to provide a more robust network and increase capacity, possibly creating new opportunities for dark fiber licensing in fiber congested areas such as Stanford Research Park. Dark fiber reserve could be redistributed to support other City initiatives such as grid modernization or electrification. The City could focus on working with existing ISPs to enhance broadband service throughout the City with substantially less financial investment and risk for the City as delivery of broadband services would be completely controlled by the existing providers.

The disadvantages of option 3 are postponing FTTP. If FTTP is resumed at a future date, labor and materials costs may be higher, other providers may be further entrenched, and the City's share of the market would be limited or more difficult to compete in, dwindling any chances for the community to invest in a community-owned asset. New technologies such as wireless could

evolve and become widely available to residents and businesses, further reducing market share. The net impact to the community for postponing FTTP is a loss in the opportunity for the City to maintain local control of how broadband is delivered in Palo Alto citizens and businesses, in terms of pricing, internet speeds, net neutrality, and privacy.

### *UAC/Staff Feedback*

The UAC noted there are portions of the City which present an opportunity for more parity based on the map provided from Magellan. The map indicates there are areas with higher customer demand and no fiber broadband options which the City can serve. With rising interest rates and uncertain take rates, UAC recommended option 2 which provides a path forward that helps mitigate some of these risks. Staff acknowledged the phased approach was previously not recommended as it stretched the implementation timeline to 10-20 years. However, the phased approach provides the City opportunities to check in and evaluate if take rates justify continued build out at a faster pace. Construction of the first phase may take 12 – 24 months; however, community interest may accelerate the construction of subsequent phases. Furthermore, the phased construction approach may also be more efficient and cost-effective to overlap with the electric grid modernization work.

**Resource Impact**

| Description | Option 1<br>Fiber Backbone +<br>FTTP in 5 Years | ↓<br>Option 2<br>Fiber Backbone +<br>$20M FTTP Phase 1 | Option 3<br>Fiber Backbone +<br>Pause City FTTP |
|---|---|---|---|
| Expenses: | | | |
| Fiber Backbone | $25.6 M | $25.6 M | $25.6 M |
| Fiber-to-the-Premises | $102.3 M | $20.0 M | $ 0.0 |
| Working Capital | $15.0 M | $3.0M | $ 0.0 |
| **Total Costs** | **$142.9 M** | **$48.6 M** | **$25.6 M** |
| | | | |
| Funding: | | | |
| Cost Savings if Built Jointly | ($10.9 M) | ($1.7 M) | - |
| Fiber Fund | ($34.0 M) | ($34.0 M) | ($12.8 M) |
| Electric Fund | $0.00 | ($12.9 M) | ($12.8 M) |
| **Total Funding/Savings** | **($57.9M)** | **($48.6 M)** | **($25.6 M)** |
| | | | |
| **New Funding Required** | **$98.0M*** | **$ 0.0** | **$ 0.0** |

** Allocation of revenue bond between Electric and Fiber will be determined based on actual construction costs.*

The staffing resources needed to implement, support, and manage options 1 and 2 are included in the working capital estimates in the table above. However, staff will need to bring forward new job classifications if the City Council chooses to proceed with options 1 or 2.

**Stakeholder Engagement**

On September 19, 2022, City Council and UAC held a public joint session to discuss the City's fiber expansion plan and specifically FTTP. The joint session included information for Council and UAC as they consider next steps for FTTP. The information included FTTP engineering design details, construction cost estimates, market analysis results, financial models, and organizational structure options.

On November 2, 2022, the UAC unanimously (6-0, Bowie absent) recommended Option 2 – build fiber backbone and FTTP under a phased approach with existing funds ($34 million from Fiber and $13 million from Electric) (Staff Report #14845). UAC expressed the goal of FTTP is to provide ubiquitous or citywide high-speed internet access to all residents and businesses in Palo Alto. Option 2 can become a springboard to Option 1 which is a citywide FTTP deployment within five years if phase 1 of Palo Alto Fiber is deemed to be successful and financially self-sustaining. Other topics raised during the meeting was partnering with an ISP service since the City does not have experience in this area which is under consideration with the outsourcing model. Multi-dwelling unit (MDU) is a different market segment than residential or commercial customers because most property owners have an exclusive multi-year term contractual agreement with an ISP. If Council approves Option 1 or 2, the City will begin a MDU marketing campaign in the beginning of 2023 to gauge MDU interest in negotiating access agreement.

**Environmental Review**

Council action on this item is not a project as defined by CEQA because the Council direction regarding the fiber utility is a general policy making activity. CEQA Guidelines section 15378(b)(2)."

**Attachments:**

- **Attachment20.a:** Attachment A: Comparison to Other Municipalities

**Examples of Municipal Broadband**

| Public Agency | State | Type Utilities Offered | Incumbent Telecom Providers | Publicly owned and built | Public Agency as the ISP | 100% buildout | Additional comments/notes |
|---|---|---|---|---|---|---|---|
| Alameda, City of | CA | Electric | AT&T; Xfinity | Yes | Yes | Yes | When initially built, the City hired a contractor to provide ISP support. Hybrid Fiber Coax network sold to Comcast in 2008. |
| Anaheim, City of | CA | Dark Fiber, Electric, Water | AT&T; Spectrum | No | Unknown | Yes | |
| Atherton, Town of | CA | None | AT&T; Xfinity | No | Unknown | WIP | Atherton Fiber is not a municipally-owned enterprise. City allowed PROW access. |
| Beverly Hills, City of | CA | Solid Waste, Storm Water, Waste Water, Water | AT&T; Spectrum | Yes | Unknown | Yes | Citywide FTTP project halted and resumed, currently the project is under evaluation. |
| Brentwood, City of | CA | Garbage, Sewer, Water | AT&T; Xfinity | No | No | No | City leases conduit to Sonic in select areas of the city where the city installed empty communication conduit for new housing developments. |
| Burbank, City of | CA | Dark Fiber[1], Electric, Water | AT&T; Spectrum | No | Yes | No | Commercial Dark Fiber and Business Internet Services. |
| Chattanooga EPB | TN | Electric, Fiber | AT&T; Xfinity | Yes | Yes | Yes | Chattanooga Electric Power Board FTTP network offers Internet Broadband, Cable TV and Phone |
| Culver City | CA | Dark Fiber, Electric, Water | AT&T; Spectrum | No | No | No | Partnership with CLEC Onward - Business Internet. |
| Fort Collins, City of | CO | Electric, Water, Wastewater, Stormwater, Fiber | CenturyLink; Xfinity | Yes | Yes | WIP | Fort Collins Utilities is a member of the Platte River Power Authority. FTTP network brand name is *Connexion* - offers Internet, TV and Phone |
| Fresno, City of | CA | Sewer, Wastewater, Water | AT&T; Xfinity | No | No | No | |
| Glendale, City of | CA | Dark Fiber, Electric, Water | AT&T; Spectrum | No | Planning | Planning | Curently working with Magellan on Fiber Optic Business Plan for network expansion |
| Hillsboro, City of | OR | Water, Wastewater | CenturyLink; Xfinity | Yes | Yes | WIP | Hillsboro FTTP network brand name is *HighLight* - offers High-Speed Internet and Digital Voice |
| Huntington Beach, City of | CA | Dark Fiber[1], Sewer, Trash, Water | Spectrum; Frontier | No | No | No | |
| Lafayette Utilities System | LA | Electric, Water, Wastewater, Fiber | AT&T; Cox | Yes | Yes | Yes | LUS FIBER FTTP network offers Broadband Internet, Cable TV and Phone |
| Loma Linda, City of | CA | Refuse, Sewer, Water | AT&T; Spectrum | Yes[1] | Yes | No | City FTTP is limited to select areas and provided to homes built after 2004. |
| Long Beach, City of | CA | Dark Fiber[1], Gas, Water | Spectrum; Frontier | No | No | No | |
| Longmont, City of | CO | Electric, Fiber | CenturyLink; Xfinity | Yes | Yes | Yes | Longmont Power & Communications is a member of the Platte River Power Authority. FTTP network brand name is *NextLight* |
| Los Angeles, City of | CA | Dark Fiber[1], Electric, Water | AT&T; Spectrum | No | No | No | Commercial Dark Fiber and Business Internet Services. |
| Loveland, City of | CO | Electric; Water, Fiber | CenturyLink; Xfinity | Yes | Yes | WIP | Loveland Water & Power is a member of the Platte River Power Authority. FTTP network brand Name is *Pulse* - offers Internet TV and Phone |
| Ontario, City of | CA | Dark Fiber, Wastewater, Water | Spectrum; Frontier | No | No | WIP | Partnership with CLEC Onward - Residential and Business Internet. |
| Palo Alto, City of | CA | Dark Fiber, Electric, Gas, Wastewater, Water | AT&T; Xfinity | **TBD** | | | |
| Pasadena, City of | CA | Electric, Water | AT&T; Spectrum | No | No | No | Commercial Dark Fiber and Business Internet Services. |
| Plumas-Sierra Electric Co-op | CA | Electric, Fiber/Coax/Wireless/Satellite Broadband | AT&T | Yes | Yes | No | Plumas-Sierra Electric Co-op serves Plumas, Sierra, Lassen & Washoe Counties |
| Rancho Cucamonga, City of | CA | Broadband, Electric, Water | AT&T; Spectrum | No | No | WIP | City Muni Broadband partners with CLEC Onward - Residential & Business Internet. City funded the fiber. |
| Riverside, City of | CA | Dark Fiber, Electric, Water | AT&T; Spectrum | No | No | Planning | Council recently approved agreement with SiFi to build FTTP ($300M) - Open Access Model. |
| San Bruno, City of | CA | Fiber, Solid Waste, Waste Water, Water | AT&T; San Bruno CityNet | Yes[2] | Yes | Yes[2] | City-owned San Bruno CityNet Services is the incumbent cable TV and broadband provider. Former name San Bruno Cable TV. |
| San Francisco, City of | CA | Dark Fiber, Wastewater, Water | AT&T; Xfinity | No | No | No | |
| San Leandro, City of | CA | None | AT&T; Xfinity | No | No | No | City provides conduit while private partner provides the fiber and services to businesses for "Lit San Leandro". |
| Santa Clara, City of | CA | Dark Fiber, Garbage, Sewer, Water | AT&T; Xfinity | No | No | No | Santa Clara electric utility is called Silicon Valley Power. |
| Santa Cruz, City of | CA | Water | AT&T; Xfinity | No | No | No | 2016: Drop efforts for City and local ISP Curzio Internet to build FTTP under a public-private partnership agreement branded Santa Cruz Fiber. City is not involved with the limited self-funded |
| Santa Monica, City of | CA | Dark Fiber, Resource Recovery, Sewer, Water | Spectrum; Frontier | No | No | No | Commerical dark fiber and Business Internet Services. |
| Shafter, City of | CA | Fiber, Sewer, Trash, Water | Optimum; AT&T | Yes | No | Yes2 | Business and residential FTTP - ISPs include Level 3 and Vast Networks. |
| Vallejo, City of | CA | Water | AT&T; Xfinity | No | No | No | Partnership with CLEC Onward - Residential and Business Internet. |
| Vernon, City of | CA | Fiber, Gas, Electric, Water | AT&T; Spectrum | Yes | Yes | Yes | Primarily an industrial community with approx. 1,800 businesses; population 2020 census: 222 |

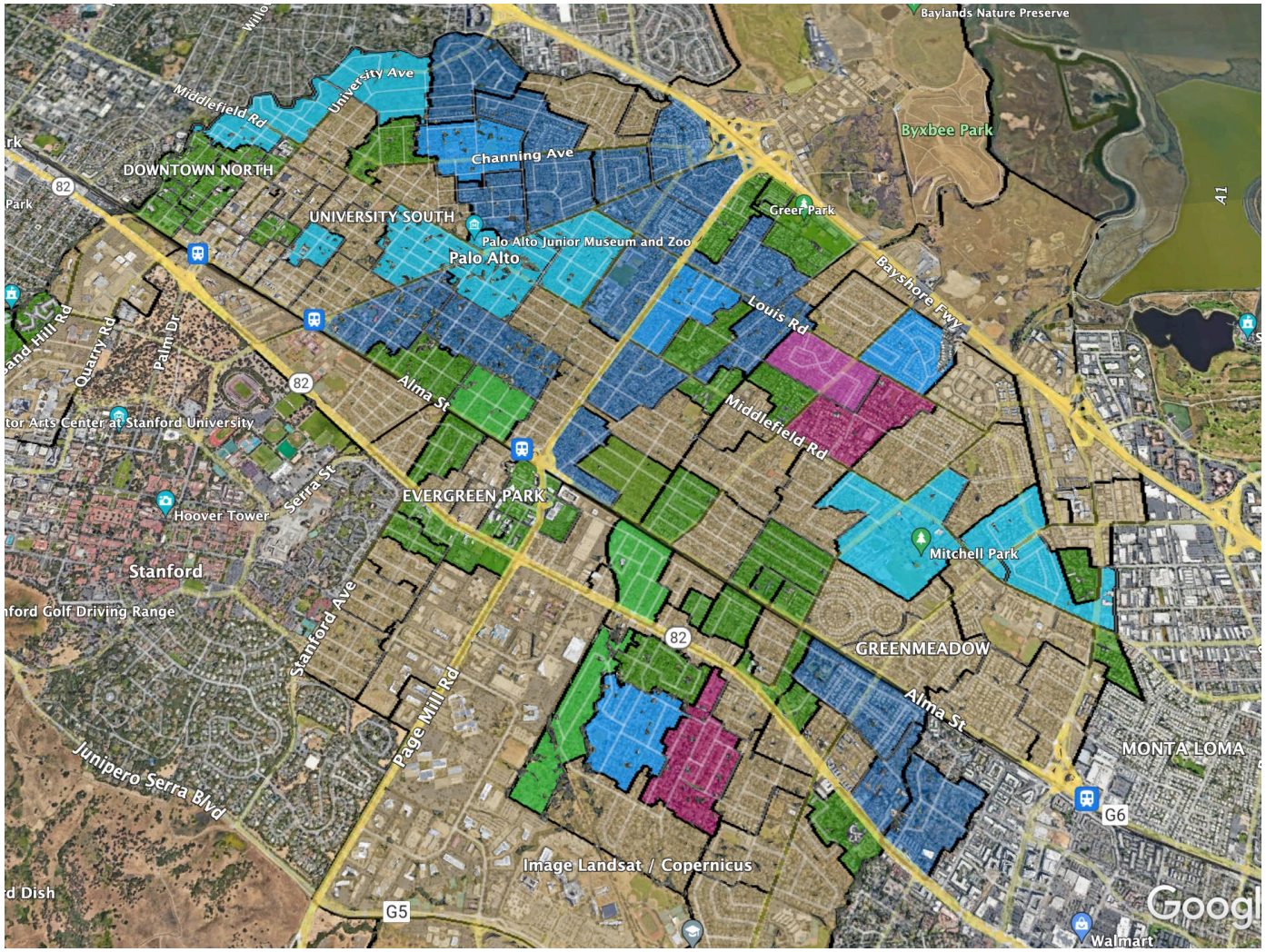
*1. Limited to regions/market segments*
*2. Hybrid instead of just Fiber, for example Fiber Coax*

ID: 14800
Staff: Dave Yuan
Consultant Magellan: John Honker

Attachment A

# Fiber Zones of Different Scenarios

- Areas where survey respondents reported AT&T Fiber service
- Areas with lowest cost to build and highest density
- Areas with lowest cost to build but reported AT&T Fiber service
- Areas with highest number of deposits from households



**COUNCIL MEETING**
December 19, 2022
☑Received Before Meeting

**20**

ID: 14800
Staff: Dave Yuan
Consultant Magellan: John Honker

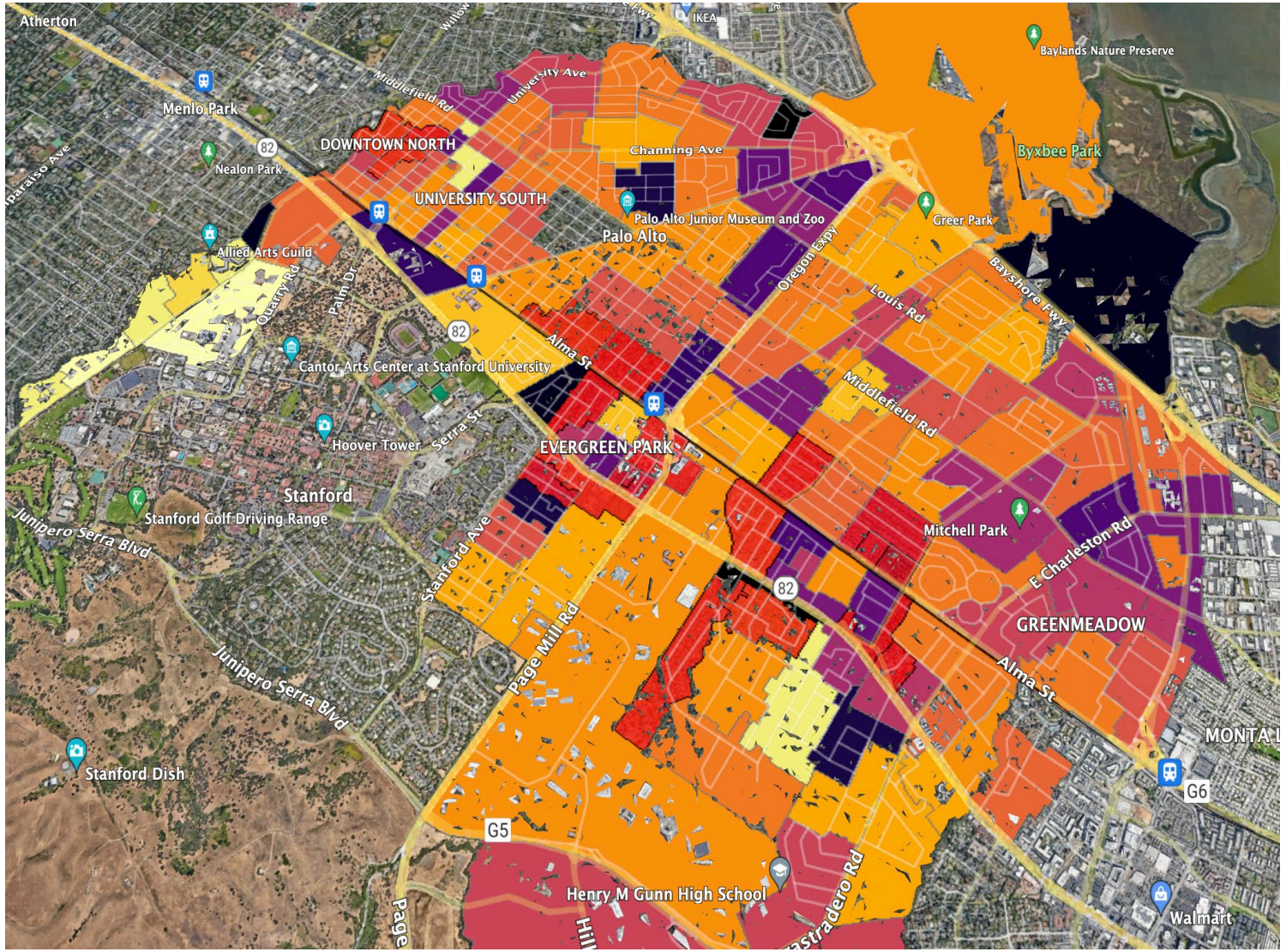
Attachment B

# Citywide Heatmap of Broadband Speed

**Highest Speed**
**(> 1 Gig)**

**Moderate Speed**
**(500 Meg)**

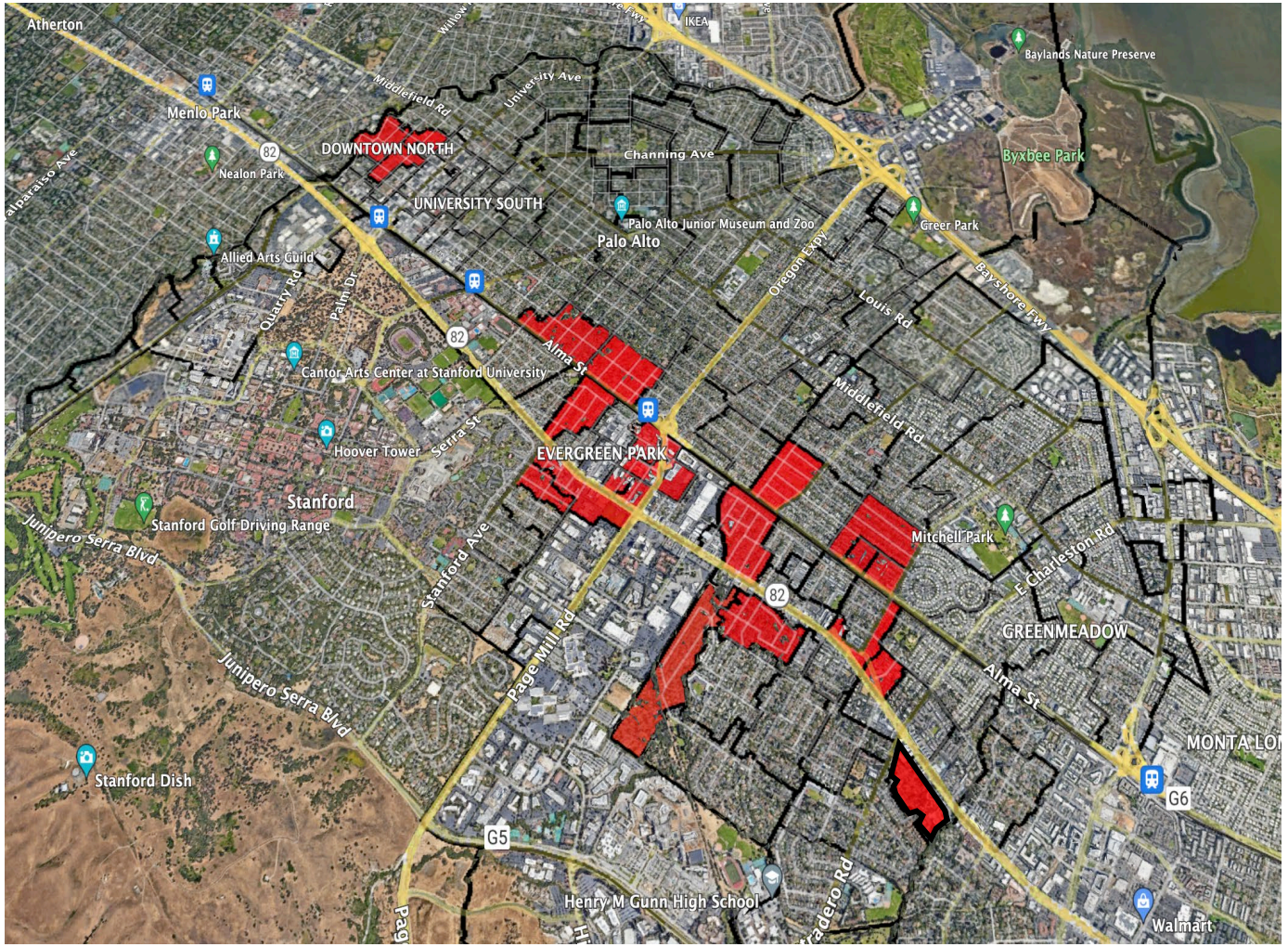
**Lowest Speed**
**(> 100 Meg)**



Attachment C

# Phase 1 – FTTP Construction Map

Best combined areas to build under phase 1: lowest cost, highest density, least competition, highest demand



# City of Palo Alto

## City Council Staff Report

(ID # 15036)

**Meeting Date: 12/19/2022** **Report Type: Action Items**

**Title: Review and Adoption of the Policy and Services Committee Recommendations on the Revised Council Procedures and Protocols Handbook**

**From: City Manager**

**Lead Department: City Manager**

**Recommendation**

This item will be a late packet report to print on Thursday, December 15, 2022 after the Policy and Services Committee discusses this item and makes a recommendation to the City Council. The report being reviewed by the Policy and Services Committee on December 13, 2022 is on pdf page 9 and onward at the following link:

https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/policy-and-services-committee/2022/20221213/20221213ppsr.pdf

# City of Palo Alto

## City Council Staff Report

(ID # 14835)

**Meeting Date: 12/19/2022** **Report Type: INFORMATION REPORTS**

## Title: Informational Report on the Fiscal Year 2022 GreenWaste of Palo Alto Certificate of End Use & Traceability Report and Update on Council Direction Regarding Recyclable Materials

## From: City Manager

## Lead Department: Public Works

### Recommendation

This is an informational report and no Council action is required.

### Background

Palo Alto's recyclable materials are processed at the GreenWaste Materials Recovery Facility in San Jose where they are combined with recyclables from other communities, separated by type, baled, and marketed. The City requires GreenWaste of Palo Alto (GWPA), under the existing collection and processing contract, to report on the disposition of recyclable materials and to gather information on the environmental and social implications associated with the processing of Palo Alto's recyclable materials. GWPA is to request information regarding the disposition of specific materials from each of their primary purchasers to whom the GreenWaste Materials Recovery Facility (GreenWaste MRF) directly sells the recyclable materials and annually report the information to the City. GWPA has previously submitted the Initial Review of Certificate of End Use & Traceability Data for Fiscal Years 2019[1], 2020[2], 2021[3]

The information GWPA provided is consistently very limited and restricted due to confidentiality concerns from their vendors. The marketing of recyclable materials is commonly conducted through brokers that orchestrate the processing of materials internationally. Despite its significant efforts and years of trying, GWPA is unable to obtain enough detailed information from the initial brokers on the final destination of materials primarily because the brokers

[1] Fiscal Year 2019 Initial Review of Certificate of End Use & Traceability Data, 2019 - https://www.cityofpaloalto.org/files/assets/public/zero-waste/fy-2019-traceability-report_gwpa.pdf

[2] Fiscal Year 2020 Initial Review of Certificate of End Use & Traceability Data, 2020 - https://www.cityofpaloalto.org/files/assets/public/zero-waste/fy-2020-traceability-report_gwpa.pdf

[3] Fiscal Year 2021 Initial Review of Certificate of End Use & Traceability Data, 2021 - https://www.cityofpaloalto.org/files/assets/public/zero-waste/cmrs/intial-review-of-certificate-of-end-use-traceabilitiy-data-2021.pdf

consider this market information to be confidential. Therefore, staff does not know with certainty whether the materials sent to international markets are being recycled, or whether they are causing environmental, human health, or social problems once they are shipped overseas.

In May 2021, during discussions on this topic as part of the new solid waste processing contract with GreenWaste Recovery (Staff Report ID # 11632[4]), Council directed staff to:

1. Pursue, with other cities, a greater accounting of GreenWaste's secondary markets;
2. Direct the City Manager to return with an amendment to authorize a quick response to opportunities to utilize domestic mixed paper recycling;
3. Provide GreenWaste reports to the public and City Council on a regular basis;
4. Work with other cities on legislation to spur domestic or in-state recycling; and
5. If GreenWaste is unable to provide additional secondary market accounting, return to Council for consideration of further actions.

Staff provided an update to Council on each of these directives along with the Fiscal Year 2021 Initial Review of Certificate of End Use & Traceability Data, 2021[5] report on January 24, 2022 (Staff Report #13535[6]). On May 2, 2022 (Staff Report #14169[7]) staff provided an update specifically on securing domestic markets for mixed paper and mixed rigid plastics and regional discussions on the international shipments, and on June 6, 2022 (Staff Report #14464[8]) staff proposed, and Council directed, that staff negotiate a contract amendment with GWPA to provide domestic processing and management of mixed paper and mixed rigid plastic materials.

**Discussion**

GWPA 2022 Certificate of End Use & Traceability Data Report

GWPA's Fiscal Year 2022 report titled "Initial Review of Certificate of End Use & Traceability Data, 2022[9]" summarizes the traceability data and online review of information relative to

[4] City Council, May 24, 2021; Agenda item #7; CMR #11632
https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2021/id-11632.pdf

[5] Fiscal Year 2021 Initial Review of Certificate of End Use & Traceability Data, 2021 -
https://www.cityofpaloalto.org/files/assets/public/zero-waste/cmrs/intial-review-of-certificate-of-end-use-traceabilitiy-data-2021.pdf

[6] City Council, January 24, 2022; Agenda item #14; CMR #13535
https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20220124/20220124pccsm-amended-linked-cq-added.pdf#page=421

[7] City Council, May 02, 2022; Agenda item #16; CMR #14169
https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2022/id.-14169-informational-report-on-international-shipments-of-palo-altos-recyclable-materials.pdf

[8] City Council, June 06, 2022; Agenda item #9; CMR #14464
https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2022/id.-14464-recyclables-processing-in-the-us-instead-of-internationally.pdf

[9] Fiscal Year 2022 Initial Review of Certificate of End Use & Traceability Data, 2022 -
https://www.cityofpaloalto.org/files/assets/public/zero-waste/cmrs/2022-traceability-report_gwpa_final.pdf

sustainability and international markets. This report highlights challenges with commodities markets, GreenWaste's goal to seek domestic processing, the result of the new mixed paper composting pilot in collaboration with the City, the pilot on tracking plastics sent to a plastic processor in Southern California, and provides updates on the pursuit of other advanced processing technologies for recyclable materials. This report also includes the supplementary marketing, processing, and disposal information from GreenWaste's primary purchasers and summarizes the recyclable materials tonnages by commodity types, the spread of domestic vs. export markets, and the location of secondary processing.

The GWPA report does not explain which shipments go to which facilities in international countries and therefore, it is not possible to definitively determine whether the materials being exported internationally are being recycled properly or whether they may be causing environmental or social problems. In Fiscal Year 2022, approximately 16,000 tons of recyclable materials were processed from Palo Alto with approximately 42 percent staying in the United States and approximately 58 percent being exported internationally to Mexico, Southeast Asia, China, Korea, India, Pakistan, Costa Rica, Brazil, and other countries. These percentages flipped when the three-month pilot began in April 2022, with approximately 62 percent of materials staying in the United States and approximately 38 percent being exported internationally.

Update on Council's Direction

Staff developed an action plan to address Council's direction including to connect and collaborate with other jurisdictions and entities to determine final disposition of their recyclable materials and to determine support and interests to create legislation requiring marketers, brokers, and businesses in the recycling industry to disclose the entire flow of materials to final disposition. Below is an update to each component of Council's direction:

1. *Communication with other cities*
   Palo Alto and San Jose are co-hosting virtual forums on the international shipments of recyclables. They were held on March 16, 2022, June 15, 2022, and November 16, 2022. They were attended by approximately 40 local government staff mostly from cities and counties in Santa Clara County and Alameda County, as well as haulers and processors of recyclable materials. The successful discussion included the sharing of information and ideas on actions that can be taken to increase transparency on the processing of recyclable materials, the options for creating standardized accepted materials for recycling, the potential to improve and expand domestic markets for recyclable materials, and the experiences of processors on marketing and tracking recyclable materials. These forums respond to the direction from Council to coordinate with other cities on this topic. Staff is evaluating whether hosting future forums will be beneficial in regional communication while also fulfilling direction #4, listed above. Staff is also exploring an opportunity to work closer with Alameda County, which is also pursuing tracking recyclables markets.

2. *Amendment for a quick response to domestic processing opportunities*

In June 2022, Council directed staff to bring an amendment to the GWPA contract to allow for a quick response to handling mixed paper domestically (Staff Report 14464[10]). Staff completed negotiations with GWPA to amend the collection and processing contract to include the details of the domestic recycling of mixed paper (MP) and mixed rigid plastics (MRP) program, which allows staff to approve and direct GWPA to market MP and MRP within the U.S. at an annual not to exceed amount. Staff Report 14834, scheduled to be reviewed by the Council on December 12, 2022, recommends that Council approve the amendment and the additional funding needs in FY 2023.

3. *Provide GreenWaste reports*
   This information report includes the 2022 Certificate of End Use and Traceability report from GWPA and previous reports.

4. *Legislation to spur domestic or in-state recycling*
   Staff is communicating with local legislators to determine the feasibility of developing policies requiring a system to ensure that recyclable materials can be tracked to disclose the entire flow of materials to final disposition; to create a third-party certification process to verify that recyclables intended to be recycled are actually recycled; and to keep recyclables within the United States where laws and regulations can protect the environment and human health. City staff and staff from State Senator Becker's office plan to continue the discussion of possible legislative solutions in fall 2022. Staff continues to have similar discussions with other entities including the Statewide Commission on Recycling Markets and Curbside Recycling, CalRecycle, and the National Stewardship Action Council in hopes of creating legislation to better track where recyclables end up and how they are managed.

5. *Additional secondary market accounting*
   In August 2022, Staff began working with a consultant to research and summarize current recycling market structures and logistics with the intention to improve oversight and transparency into the marketing, handling, and processing of recyclable materials recovered from the City's collections. This analysis is being conducted and an update on the progress will be provided in a future staff report.

**Resource Impact**

This informational report does not have a direct resource impact at this time; however, some of the options staff is exploring may require additional funding within the Refuse Fund Operating Budget for increased future expenses.

**Stakeholder Engagement**

The current stakeholder engagement includes conducting virtual forums with other cities and

[10] City Council, June 06, 2022; Agenda item #9; CMR #14464
https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2022/id.-14464-recyclables-processing-in-the-us-instead-of-internationally.pdf

jurisdictions focusing on increasing the knowledge of the environmental and social issues that international shipping of recyclables may be causing, sharing information as well as exploring solutions.

**Environmental Review**

This item is presented only for Council's information and therefore it is not a project subject to environmental review by the California Environmental Quality Act (CEQA).

# City of Palo Alto (ID # 14836)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: INFORMATION REPORTS**

## Title: Update on the Fiscal Year 2022 Implementation of the Deconstruction and Construction Materials Management Ordinance (Ordinance 5472/ Palo Alto Municipal Code Title 5, Chapter 5.24)

## From: City Manager

## Lead Department: Public Works

### Recommendation

This is an informational report only and no Council action is required.

### Background

In August 2018, Council accepted the 2018 Zero Waste Plan[1]. The plan contained 48 initiatives to help the City meet its sustainability and climate action goals, including salvage and diversion of deconstruction and construction materials. In June 2019, Council approved the Deconstruction and Construction Materials Management Ordinance[2] (Deconstruction Ordinance, Ordinance 5472/ PAMC Title 5, Chapter 5.24,) with the effective date of July 1, 2020. The ordinance aligns with the 2018 Zero Waste Plan and implements key provisions including

- Initiative #1, Require Deconstruction and Source Separation of Construction Materials;
- Initiative #2, Direct Mixed Construction Materials to High Diversion Construction Materials Recycling Facilities; and
- Initiative #4, Construction Project Recycling Technical Assistance.

In addition, implementing and expanding the Deconstruction Ordinance is a key action identified in the Sustainability and Climate Action Plan Goals and Key Actions accepted by Council in October 2022[3].

[1] 2018 Zero Waste Plan https://www.cityofpaloalto.org/files/assets/public/zero-waste/zero-waste-website-files/2018-zero-waste-plan.pdf

[2] City Council, June 10, 2019; Agenda Item #10; CMR #10148 https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2019/10148.pdf

[3] City Council, September 27, 2022; Agenda Item #10; CMR #14606 https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2022/id.-14606-scap-update-reach-code-changes-and-advanced-hpwh-program.pdf

The Deconstruction Ordinance applies to all residential and commercial projects undergoing a whole structure demolition and requiring a deconstruction permit on or after July 1, 2020. The objectives of the ordinance are to 1) increase salvage/reuse to the highest extent possible and 2) increase the amount and quality of recyclable materials for all construction and demolition projects, beginning with whole structure deconstruction projects.

Palo Alto's Deconstruction Ordinance is the first of its kind in the United States that covers all commercial and residential projects undergoing whole structure removal regardless of the age of the buildings. Although some deconstruction projects were occurring voluntarily in the City prior to the ordinance, the requirements and process were new to most permit applicants and contractors and, consequently, require contractors to learn the new process. During the development of the ordinance, staff estimated based on historical data that it would affect approximately 114 projects annually (100 residential and 14 commercial). Outreach and education were developed explaining the ordinance requirements and resources were made available and sent to stakeholders prior to the ordinance's July 1, 2020 effective date.

**Discussion**

Staff continues to conduct outreach and educate homeowners, general contractors, and architects when building permit applications are submitted to provide information on the newly enacted ordinance requirements. Staff proactively schedules video conference calls to explain the ordinance and answer questions from the applicants and their contractors. When the deconstruction permits are issued, staff reaches out again to meet the general contractors and subcontractors hired for deconstruction onsite to review the requirements, walk through the property together, and ensure expectations are communicated. During deconstruction, staff inspects each project site multiple times to document progress, reiterates requirements for source separation and hauling of single stream materials, and addresses any concerns observed.

In Fiscal Year 2022, the City's Development Center received 74 building permit applications for projects that involved whole structure demolition (74 residential and 0 commercial) covered under the Deconstruction Ordinance, compared to 44 permit applications in Fiscal Year 2021 (41 residential and 3 commercial). As summarized in Graph 1, of the total building permit applications in Fiscal Year 2022, the City issued 60 deconstruction permits (59 residential and 1 commercial), and 57 buildings were removed (55 residential and 2 commercial). This is an increase from Fiscal Year 2021 when the City issued 18 deconstruction permits and 16 buildings were removed (15 residential and 1 commercial). Staff expects the number of building permit applications to continue to increase in Fiscal Year 2023 while the economy and the development industry continue to slowly recover from the COVID-19 pandemic, which postponed some projects. Additionally, it is expected that some permit applications received in Fiscal Year 2022 will have permits issued in Fiscal Year 2023.

Graph 1: Fiscal Year 2022 Deconstruction Permit Application and Project Status

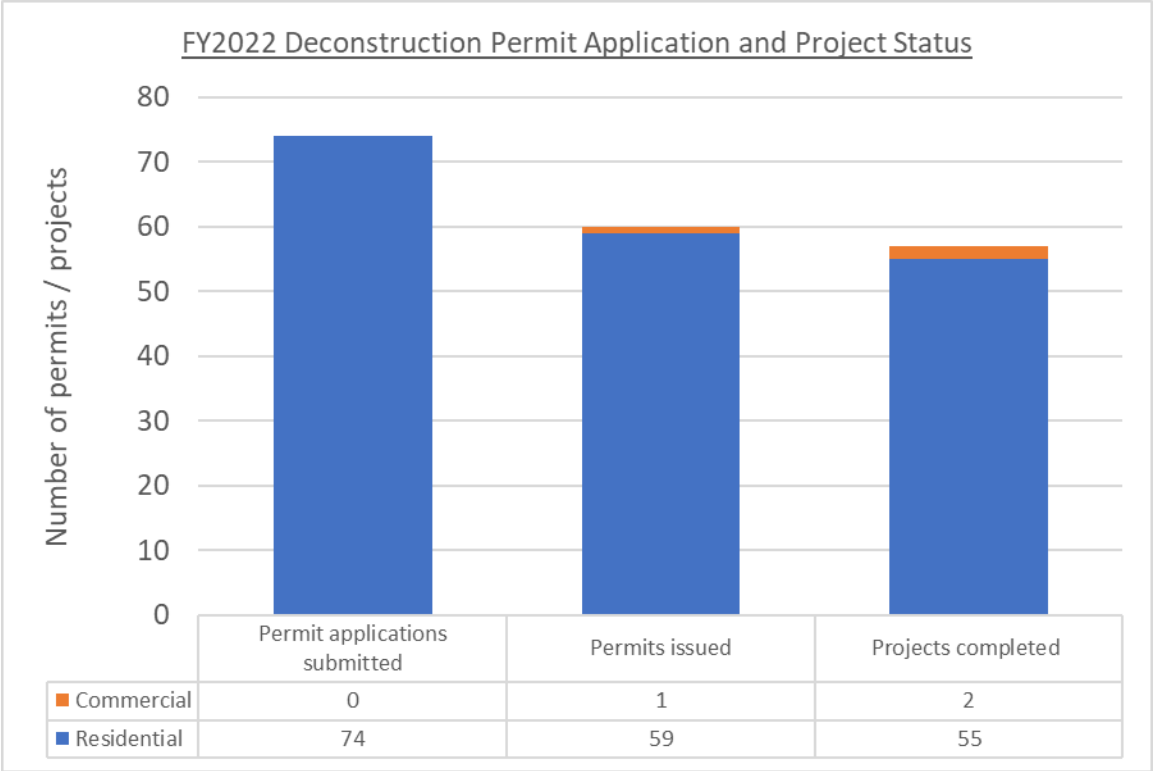
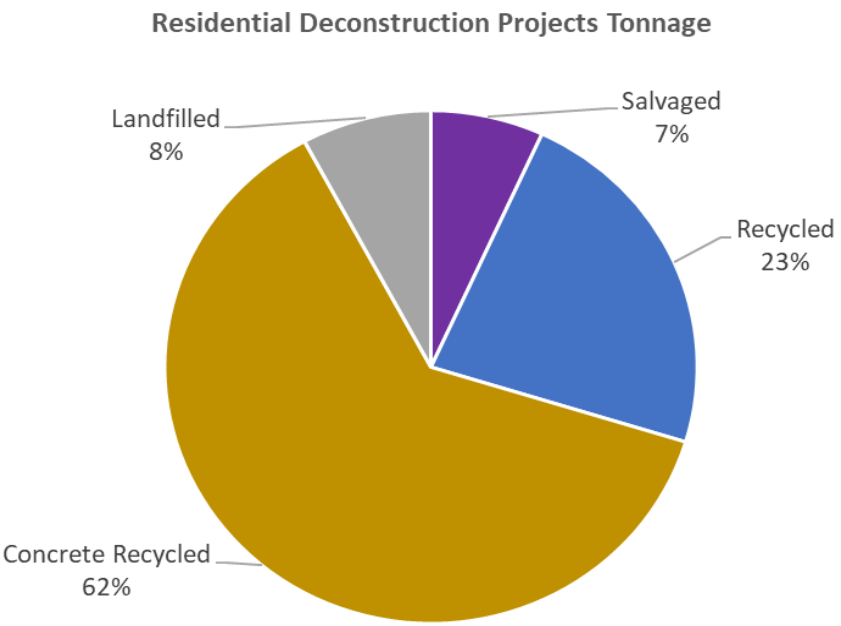



Table 1 below summarizes the tonnages generated from 32 residential projects that completed permit documentation, and had the whole structures removed. The tonnages of materials were documented in the Green Halo Systems, a waste management tracking tool for development projects required by the Planning and Development Services Department. Graph 2 provides a visual of the percentage of material categories from these projects. In summary, the salvaged materials recovered for reuse (mostly lumber, cabinets, doors, and windows) accounted for seven percent of the materials from the 32 complete residential projects, and only eight percent (8%) of the materials were landfilled. Examples of materials landfilled included insulation and painted wood. Materials recovered for recycling included clean wood debris and drywall aside from concrete. This is an increase from Fiscal Year 2021, when there were 15 complete residential projects creating approximately 1,582 tons of materials with 3 percent (3%) salvaged for reuse.

Table 1: Fiscal Year 2022 Residential Deconstruction Tonnage

| | Tonnage | Percentage (%) |
|---|---|---|
| Salvaged for Reuse | 238 | 7% |
| Recycled | 795 | 23% |
| Concrete Recycled | 2,168 | 62% |
| Landfilled | 274 | 8% |
| **Total** | **3,475** | |

Graph 2: Fiscal Year 2022 Residential Deconstruction Tonnage Percentages




Staff emphasizes continuous communication, outreach, and education with the stakeholders involved in each covered project. Staff also performs oversight and documents and addresses instances of noncompliance. The most common form of noncompliance is improper sorting of waste into single material type. Staff will continue to emphasize better onsite source separation for all active and upcoming deconstruction projects in Fiscal Year 2023.

Staff will continue to implement requirements, monitor qualifying projects and will explore how to potentially expand the Deconstruction Ordinance to include more projects through a future Council action. Due to the lack of reuse and salvage infrastructure, staff began working on expanding the list of approved reuse organizations to encourage reuse and salvage, as well as collaborating with San Francisco and other Bay Area jurisdictions to research the potential for reuse market development.

**Resource Impact**

The primary resource impact is staff time for project site visits, documentation, and communication with stakeholders including virtual meetings and onsite meetings with project owners and contractors. Staff spends approximately 9 staff hours for each project. Staff also spends time and resources on collaboration across different City departments and with industry representatives. In Fiscal Year 2022, this effort totaled approximately 0.4 full time equivalents of staff time or 832 hours annually.

**Stakeholder Engagement**

Outreach and education were conducted during Fiscal Years 2021 and 2022 as the Deconstruction Ordinance was implemented and included communicating directly with stakeholders with upcoming and active deconstruction projects. Staff is also involved in regional and statewide efforts via working groups that focus on deconstruction, reuse, market development, and construction, demolition, and deconstruction debris management.

**Environmental Review**

This report is for informational purposes only with no action required by the Council.

# City of Palo Alto (ID # 14996)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: Informational Report**

**Title: Palo Alto Fire Department Annual Performance Report for Fiscal Year 2022**

**From: City Manager**

**Lead Department: Fire**

### Recommendation

Staff recommends the City Council review the Palo Alto Fire Department Annual Performance Report for Fiscal Year 2022.

### Background and Discussion

Beginning this year, the Fire Department will be submitting an Annual Performance Report in lieu of the semi-annual performance reports.

The new Annual Report includes important performance measures from the previous report format and provides additional medical call information, with more detail on special programs, specific incidents, and personnel.

**Attachments:**

- **Attachment24.a:** Palo Alto Fire Department Annual Annual Report FY2022

# Palo Alto Fire Department Annual Report

FISCAL YEAR 2022

## Chief's Message

My name is Geo Blackshire, and I am the Fire Chief in Palo Alto. In my 25 years of service to the Palo Alto community, I am prouder than I have ever been of the firefighters and administrative staff that have worked tirelessly through the pandemic, ensuring the quality of service to our community is uninterrupted.

As an organization, we provide the community of Palo Alto with professionalism and care, ensuring the safety of those we serve. This annual report will show us how we performed in Fiscal Year 2022.

Some of the highlights included in this report are the following:

- Call volume increased from FY2021 by 16%
- The Department responded to a total of 8,334 calls for service in FY2022
- ROSC is the resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest The Palo Alto Fire Department's ROSC rate is 36%, much higher than the California State average of 25%
- The PAFD Mobile Vaccination Team vaccinated 95 residents who could not get transportation to a clinic
- Thirteen new firefighters joined the Palo Alto Fire Department and successfully graduated a Fire Academy

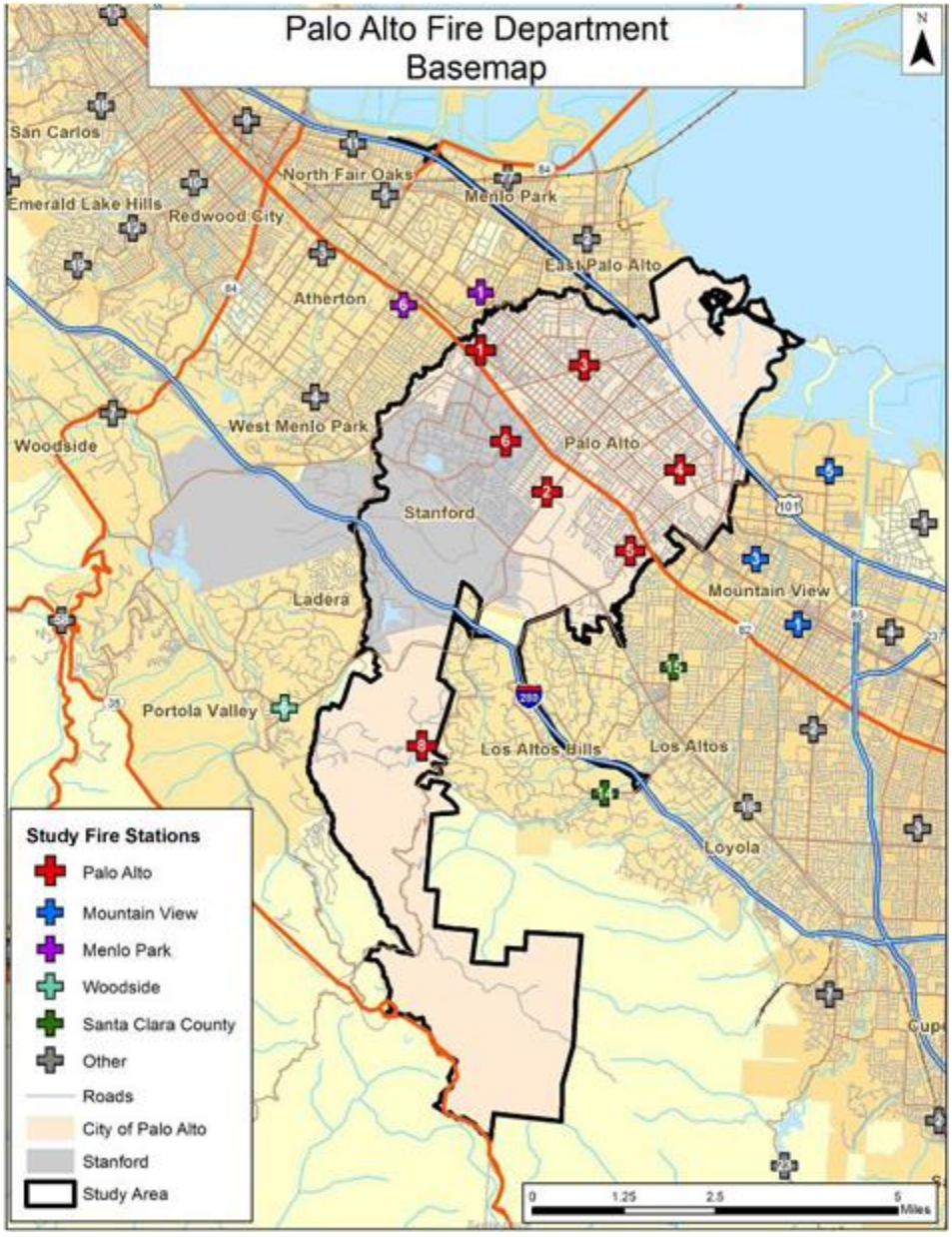
We always strive to meet our performance standards in emergency response and prevention. We also aim to prioritize safety, diversity, equity, and firefighter wellness to foster a healthy department and serve this community with compassion and pride.

Take Care,

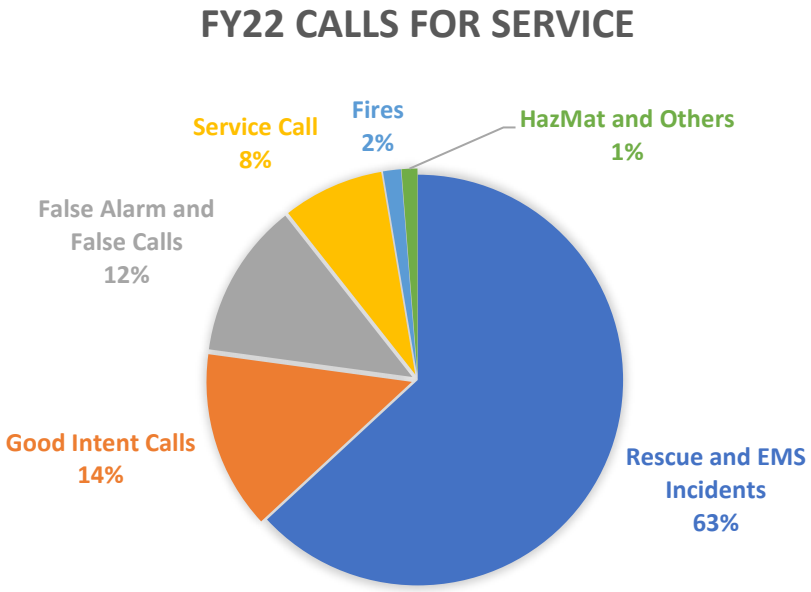
## Service Area

The Palo Alto Fire Department serves an area of approximately 38.7 square miles including 12.8 square miles of Stanford University Campus. Stanford University contracts with the PAFD to provide fire response to campus and the surrounding area.

There are a total of seven Fire Stations placed throughout the City and Stanford. All are staffed 24/7, with the exception of Fire Station 8 in the Palo Alto Nature Preserve which is staffed seasonally.



## Calls for Service




In Fiscal Year 2022, the Palo Alto Fire Department responded to a total of 8,334 calls for service. Most of these calls are medical in nature.

Rescue and Emergency Medical Incidents (63%): Most emergencies have to do with health and medical needs. These calls include heart attacks, strokes, injuries and other emergency medical situations, motor vehicle accidents, and any auto extrication or rescues.

Good Intent Calls (14%): Good Intent calls capture incidents where there could have been an emergency, but it turned out to be Non-emergent or nothing at all. For example, someone could smell smoke and call 9-1-1, but after firefighters arrive and investigate, they find that the odor was from burnt popcorn down the hall.

False Alarms and False Calls (12%): These are primarily alarms that are automatically triggered during construction or other non-emergency causes such as steam from a shower, dust, insects, or cooking. This category also covers situations where someone purposely triggered a fire alarm or made an intentionally false report.

Service Calls (8%): These calls are for situations where the department is providing a service, but it's not an emergency. This can include clean up calls for smoke, water or other hazards; assisting with falls in the home; people trapped in an elevator or elevator overrides.

Fires (2%): This covers any type of fire, where smoke and flames are present. This includes small dumpster fires, residential fires, or wildfires. There were 117 fires this fiscal year, and although it makes up a small proportion of the overall incidents that the department responds to, they are the most time consuming and resource intensive. Large fires typically require all the resources in the City, including automatic aid from neighboring fire departments.

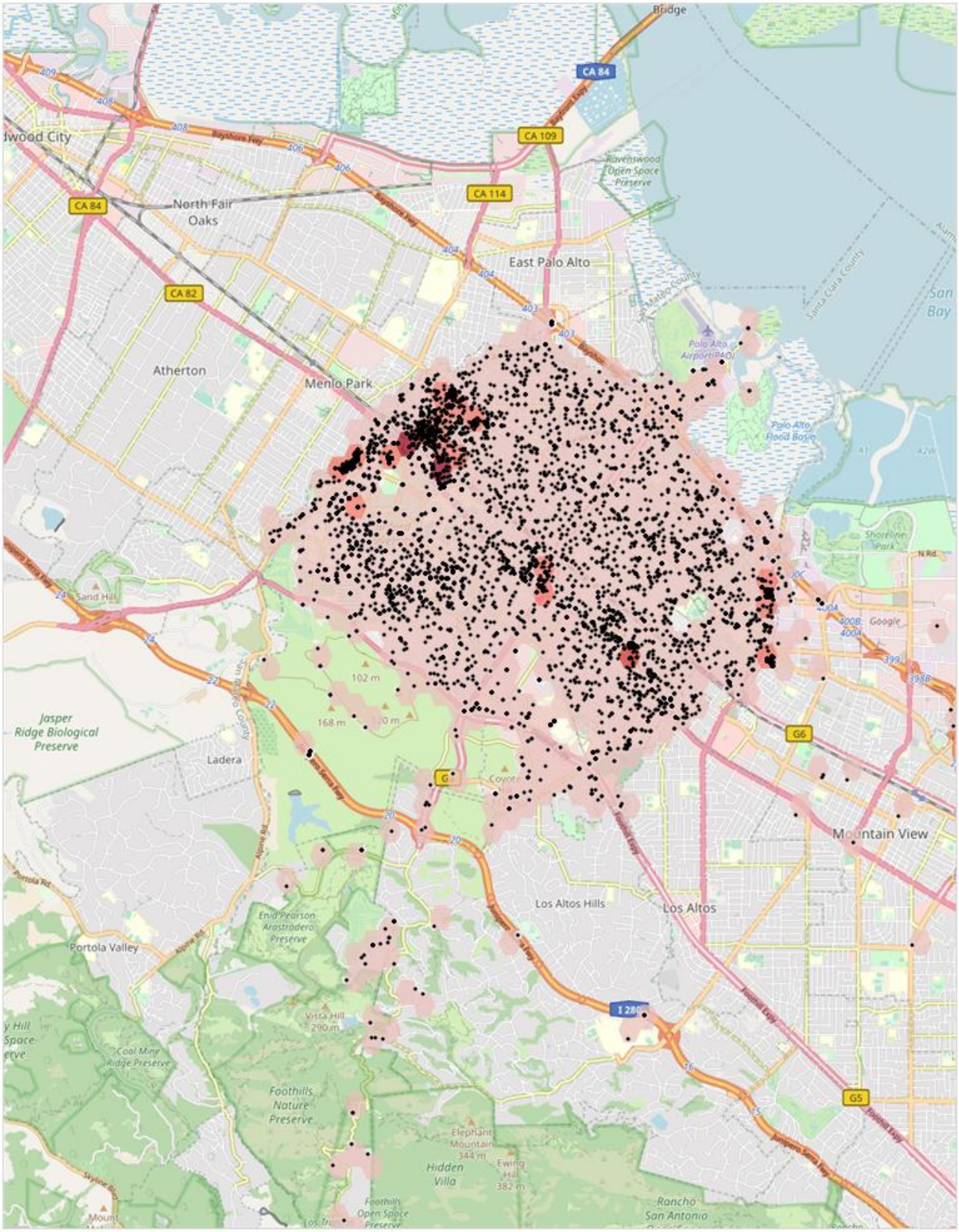
Hazardous Materials and Others (1%): Most of these are utilities related, such as a natural gas leak, wiring problem, powerlines down, but it also includes gasoline, diesel or oil spills, chemical releases or other biological hazards.

## Response Times

The time it takes from the 9-1-1 call to the time a Fire Crew arrives on scene is the primary measurement of performance for Emergency Response Service. The standard is to arrive within 8 minutes 90% of the time, and for EMS calls, to have a paramedic arrive within 12 minutes.

| | |
|---|---|
| **EMS** | |
| Percent of first responder arriving on scene to EMS calls within 8 minutes | 95.1% |
| Percent of paramedic responder arriving on scene to EMS calls within 12 minutes | 99.9% |
| Average response time for first responder arriving on scene to EMS calls | 04:58 |
| **Fire** | |
| Percent of first responder arriving on scene to Fire calls within 8 minutes | 88.5% |
| Average response time for first responder arriving on scene to Fire calls | 05:44 |
| **HazMat** | |
| Average response time for first responder arriving on scene to Rescue & Hazardous Materials calls | 06:47 |

## Map of Call Locations



## Mutual Aid

The Palo Alto Fire Department provides emergency response to neighboring jurisdictions in the case of large-scale events, or to our direct neighbors when their own resources are depleted. The Department receives the same benefit from these Fire Departments which are outlined in Mutual Aid Agreements.

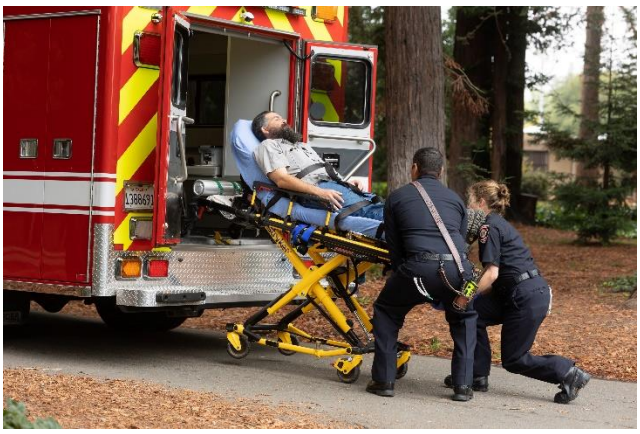
| Mutual Aid Provided FY22 | |
|---|---|
| Agency | |
| Santa Clara County Fire | 96 |
| Mountain View Fire | 45 |
| San Mateo County Fire | 1 |
| San Mateo Consolidated | 1 |
| *All Fire Mutual and Auto Aid Provided* | **143** |

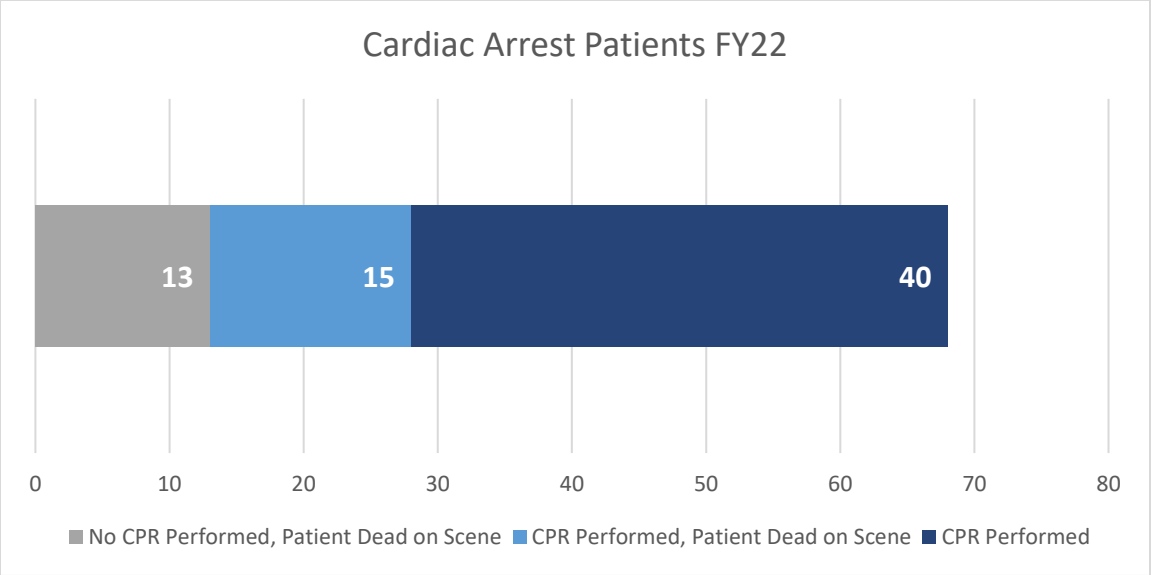
| Mutual Aid Received FY22 | |
|---|---|
| Agency | |
| Mountain View Fire | 63 |
| Menlo Park Fire | 23 |
| Santa Clara County Fire | 20 |
| Woodside Fire | 3 |
| *All Fire Mutual and Auto Aid Provided* | **109** |
| | |
| Santa Clara County Ambulance | 397 |

# Medical Services and Programs

## Cardiac Arrests

There were a total of 68 Full Cardiac Arrest incidents in Fiscal Year 2022. Our Fire Crews are trained multiple times each year on High Performance Cardio-Pulmonary Resuscitation Techniques (HPCPR). This County standard requires a team of 5 people, with specific roles for all personnel on scene. Each Firefighter performs HPCPR for no more than two minutes before another member of the team takes over for the compression quality to remain consistent.





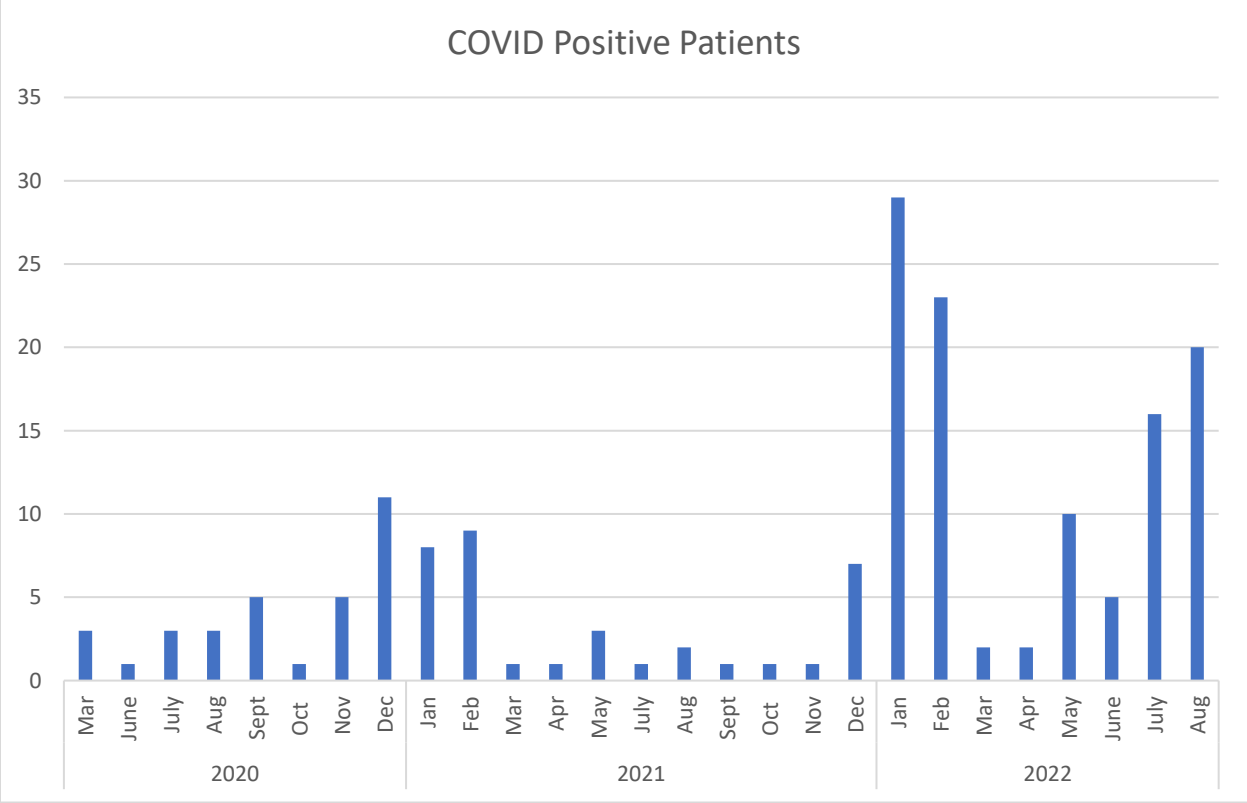

Of the 53 Cardiac Arrest Patients when High Performance CPR was performed, 19 gained return of spontaneous circulation (ROSC). ROSC is the resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest. The Palo Alto Fire Department's ROSC rate is 36%, which is much higher than the California State average of 25%.

| Return of Spontaneous Circulation (ROSC) | |
|---|---|
| HPCPR Performed | 53 |
| Number of Patients with ROSC | 19 |
| **PAFD ROSC Rate** | **36%** |
| CA State Average | 25% |

## COVID Calls

The Department continues to track COVID related calls and follow up on COVID status of the patients. The number of positive patients increased in early 2022 and we continue to see higher numbers of COVID positive patients.

All PAFD Staff are trained on proper COVID safety protocols and wears complete Personal Protective Equipment when interacting with potentially COVID positive patients.




## Mobile Vaccination Clinic

Many residents that are the most at risk for the dangerous impacts of COVID are those that have the most challenges traveling to obtain a vaccine. In order to help protect those most vulnerable residents in our community the Palo Alto Fire Department partnered with Santa Clara County to provide a mobile vaccination clinic.

The PAFD Mobile Vaccination team included 5 Paramedic Firefighters trained to give COVID vaccines. The team successfully vaccinated 95 residents during the year, including boosters once available.

## Palo Alto FireMed Program Launch

The Department launched a new savings program for ambulance transport services, called Palo Alto FireMed. Even with medical insurance, an emergency ambulance ride can cost between $250-700. The Palo Alto FireMed Program for residents and businesses makes sure participants are not stuck with a bill during an emergency. Palo Alto FireMed is convenient and cost-effective, covering unlimited ambulance rides per household for a low cost of $8 per month, which is only $96 a year. The Department has enrolled over 100 residents in this program, with some of them already saving money. If you're interested in enrolling check out the Palo Alto FireMed Program Website at cityofpaloalto.org/firemed.

# Fire Prevention

The Fire Prevention team ensures that all life and safety codes are being accurately implemented with new construction, remodeling projects, and commercial development. The team also conducts annual building and hazardous materials safety inspections.

| State Mandated Building Inspections | |
|---|---|
| **Number of Buildings** | 532 |
| **HazMat Inspections for CY2021** | 395 |

California state requires annual inspections on certain public buildings with high capacities, such as schools, hospitals, research facilities, places of worship, entertainment centers, etc. These are tracked and reported to the State annually. In 2021, due to staffing shortages only 74% of required buildings were inspected.

| Hazardous Materials Inspections | |
|---|---|
| **Number of HazMat Facilities** | 950 |
| **HazMat Inspections for FY22** | 194 |

The total number of facilities in Palo Alto that store hazardous materials continues to grow each year. The Fire Code requires that these facilities adhere to strict safety measures, and requires an annual inspection. These are tracked and inspected annually, and in FY22 due to staffing shortages only 20% of facilities were inspected. In FY23, Fire Prevention is adding two additional Fire Inspectors to address this backlog and improve the rate of inspection in our City.

# Veterans Affairs Incident

**Matadero Creek Sampling Sites @ VA Hospital Diesel Spill Site**

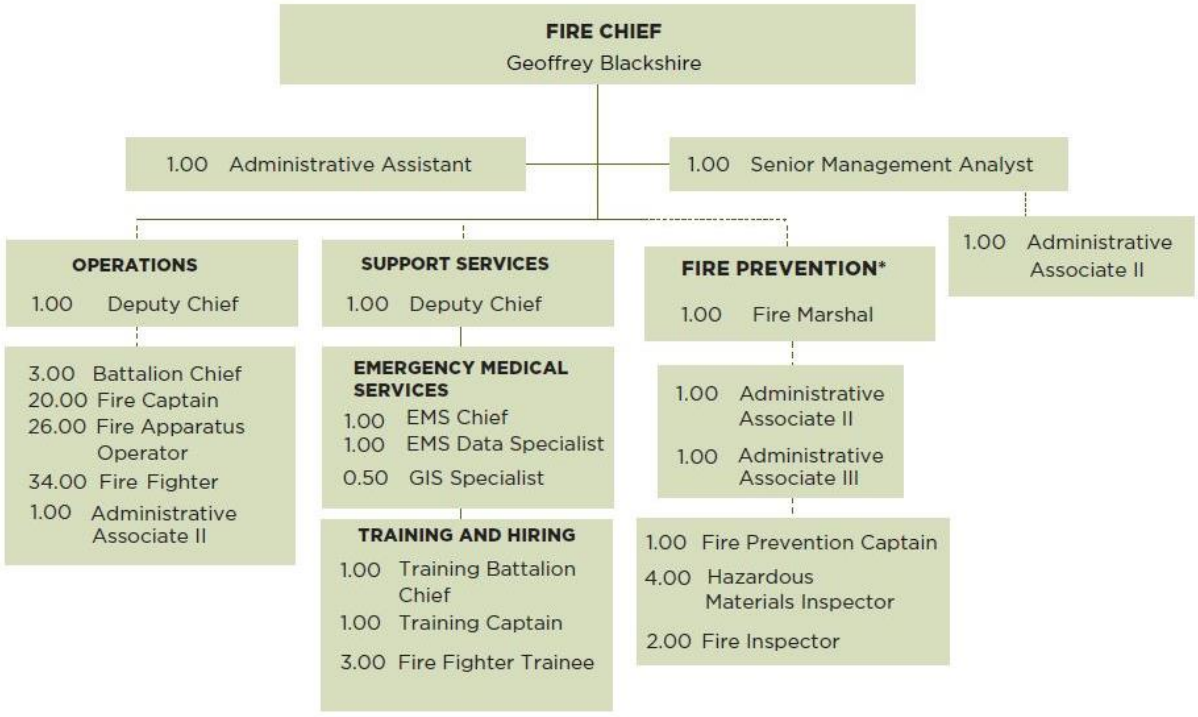
In May of 2021 a diesel fuel spill from the Veterans Affairs Palo Alto Health Care System flowed into Matadero Creek. The Department oversaw all aspects of the incident including mitigation and code enforcement, action plan approvals, decontamination, containment, testing and monitoring over the year. Throughout the incident, the Palo Alto Fire Department Hazmat Team worked as a cohesive unit with the VA Palo Alto Health Care System, City of Palo Alto Stormwater staff, California Department of Fish and Wildlife, the San Francisco Regional Water Board, the Santa Clara Valley Water District and third-party remediation experts and environmental scientists.

As of late February 2022 the site was successfully remediated prior to the commencement of the rainy season, with no observable ecosystem impact, ending the largest hazardous material release to surface waters that City staff have ever managed. Representatives from regulatory agencies continue to meet at a reduced frequency to continue observations and communication throughout the rainy season, and to close out the last portion of the remediation effort.

## The People of the Palo Alto Fire Department

The 107 people that make up the Department serve the community with a great deal of pride and an attitude of excellence. The Department has 83 operations staff that are the firefighters, apparatus operators and fire captains that work in the stations and provide the direct services to the community.

In the Fire Prevention Bureau, there are 8 Fire Inspectors and Managers to ensure buildings and facilities are up to code and adhere to all new laws to prevent the instance of fires and reduce the impact of fires if they occur. The remaining 16 employees make up Fire Administration and include executive managers and support staff.



## New Recruits

It can take more than a year from the time a job announcement is posted before an Entry Level Firefighter begins work on a Fire Engine or Ambulance. Candidates complete a rigorous selection process including a physical fitness exam, mental health screening, and background check. Once a candidate is hired, they complete an intensive 21-week joint fire academy.

In Fiscal Year 2022, the Fire Department experienced an unusual amount of turn-over with retirements and current employees taking competing job offers. The Department hired 6 new firefighters in December of 2021.

All 6 had already completed their Firefighter 1 Certification and were fast-tracked into an 8 week in-house academy. One candidate left for another agency during the academy, and one did not pass the academy. These four below remain with the Department as Firefighters.

### Niko Fortino

Hometown: Gilroy, CA
Hobbies: Football, MMA, weightlifting, hiking, camping, snowboarding.

### Daniel Jensen

Hometown: San Lorenzo, CA
Hobbies: Baseball, mountain biking, fishing, and camping.

### Audrey Romo

Hometown: Tracy, CA
Hobbies: Drawing, painting, roller-skating.

### Eric Yousef

Hometown: San Mateo, CA
Hobbies: Concerts, rooting for all the SF sports teams, remodeling his house.

In April of 2022, the Department hired 10 new Firefighters. Half of the group was fast-tracked to a shorter in-house academy having completed their Firefighter 1 Certification, and the other five successfully completed a 21 week joint fire academy. All 10 new Firefighters graduated in July, and one has since left the department leaving these nine still working as Firefighters.

### Chad Glaser

Hometown: Bakersfield, CA
Hobbies: Anything outdoors, backpacking, traveling.

### Maryann Holliday-Rutledge

Hometown: San Francisco, CA
Hobbies: Trail running, SF Giants

**Patrick Joyner**
Hometown: Ventura County, CA
Hobbies: Reading, spending time with friends and family, learning anything new.

**Kevin Kazzaz**
Hometown: Germany
Hobbies: Working on cars/motorcycles, playing sports.

**Mike Little**
Hometown: San Bruno, CA
Hobbies: Outdoors, fitness, dirt biking, motocross.

**Marc Muzzi Jr.**
Hometown: Sunnyvale, CA
Hobbies: Soccer, camping, rock climbing, hiking, mountain biking, snowboarding.

**Franky Palmer**
Hometown: San Jose, CA
Hobbies: Working out, hiking, playing/watching sports.

**Hailey Scola**
Hometown: Saratoga, CA
Hobbies: Crossfit, running, hiking, horseback riding.

**Danny Villicana**
Hometown: Salinas, CA
Hobbies: Soccer, music, surfing, traveling

## Promotions

**Mark Muzzi, Battalion Chief**

## Retirements

**Marcus Arana**
**Fire Captain**
22 Years of Service

**Charles Ferry**
**Fire Captain**
23 Years of Service

**Manny Macias**
**Firefighter**
28 Years of Service

**John Parks**
**Fire Inspector**
24 Years of Service

**Jorge Salazar**
**Apparatus Operator**
23 Years of Service

# City of Palo Alto (ID # 14958)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: INFORMATION REPORTS**

## Title: Property Agreements Entered into by City Manager Under Palo Alto Municipal Code Section 2.30.210(h), and Reported Per Section Code 2.30.710 Fiscal Year 2022

## From: City Manager

## Lead Department: Administrative Services

This is an informational report and no Council action is required.

**DISCUSSION**

Pursuant to Palo Alto Municipal Code (PAMC) Section 2.30.210 (h), the City Manager may award and sign contracts to rent, lease, or license city real property to other parties regardless of the price for a term not exceeding three years. Additionally, the City Manager may enter into and sign contracts for the rental, lease or licensing of real property at the Cubberley Community Center for terms of up to five years. Attachment A was prepared pursuant to PAMC Section 2.30.710 and reports to the Council of all leases, licenses, and rentals of city real property with third parties, approved by the City Manager during fiscal year (FY) 2022. The report excludes agreements approved by the City Council. Total revenue for FY 2022 from agreements authorized by the City Manager during the fiscal year totaled $82,523. The City also forgave $82,069 in rent through the Council approved rent forgiveness program[1], as shown in Attachment B.

**ENVIRONMENTAL IMPACT**

This item is not a project as defined by the California Environmental Quality Act (CEQA) because the report is for informational purposes only with no action required by the Council. CEQA Guidelines section 15378.

**Attachments:**

- **Attachment25.a:** Attachment A: FY 2022 List of Lease Agreements
- Attachment25.b: Attachment B: FY 2022 List of Rents Forgiven

[1] City Council 6/7/2021, CMR #12234, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2021/id-12234.pdf

**CITY OF PALO ALTO**
**ADMINISTRATIVE SERVICES DEPARTMENT/REAL ESTATE DIVISION**
**FY 2022 Annual Report – Agreements Entered Into**
**By City Manager Under PAMC Section 2.30.210 (h)**

| Number | Property Address | Property/Space Type | Square Footage | Tenant | Expiration | Monthly | Total FY Rent | Date Executed |
|---|---|---|---|---|---|---|---|---|
| **1** | 1237 San Antonio | LATP | 9,000 | Pacific Gas and Electric Company | 12/31/2021 | $ 7,650.00 | $ 30,600.00 | 9/2/2021 |
| **2** | 250 Hamilton Ave | City Hall | 16 | San Mateo Credit Union | 9/9/2024 | $ 100.00 | $ 1,000.00 | 9/10/2021 |
| **3** | 1925 Embarcadero | Palo Alto Airport | 530 | Stanford Flying Club | Month to Month | $ 2,248.50 | $ 21,435.70 | 9/15/2021 |
| **4** | 4000 Middlefield Road | Cubberley Artist Studio | 480 | Fei Guan | 2/28/2022 | $ 475.20 | $ 1,900.80 | 10/19/2021 |
| **5** | 4000 Middlefield Road | Cubberley Artist Studio | 360 | Perry Meigs | 2/28/2022 | $ 356.40 | $ 1,425.60 | 10/19/2021 |
| **6** | 4000 Middlefield Road | Cubberley Artist Studio | 360 | Kiana Honarmand | 2/28/2022 | $ 399.60 | $ 1,598.40 | 10/19/2021 |
| **7** | 4000 Middlefield Road | Cubberley Artist Studio | 480 | Martha Sakellariou | 9/30/2022 | $ 475.20 | $ 3,801.60 | 11/1/2021 |
| **8** | 1237 San Antonio | LATP | 50,530 | Greenwaste | 12/31/2022 | $ - | $ - | 1/13/2022 |
| **9** | 4000 Middlefield Road | Cubberley Artist Studio | 480 | Raymond Ortiz | 7/31/2022 | $ 1.00 | $ 5.00 | 2/3/2022 |
| **10** | 4000 Middlefield Road | Cubberley Community Center | 3,000 | AbilityPath | Month to Month | $ 2,265.33 | $ 6,795.99 | 3/30/2022 |
| **11** | 2000 Geng Road | LATP | 3,500 | Ranger Pipelines, Inc. | 10/31/2023 | $ 2,975.00 | $ 8,627.50 | 4/4/2022 |
| **12** | 1900 Embarcadero Road | Palo Alto Airport | 1,232 | Austro Aircraft LLC | 6/30/2022 | $ 3,119.15 | $ 5,332.74 | 5/10/2022 |
| **13** | 1901 Embarcadero Road | Palo Alto Airport | 9,990 | West Valley Aircraft Services, Inc. | 6/30/2025 | $ 21,669.58 | FY 2023 Commencement | 6/23/2022 |
| **14** | 1903 Embarcadero Road | Palo Alto Airport | 14,720 | Rossi Aircraft Inc. | 6/30/2025 | $ 14,943.00 | FY 2023 Commencement | 6/23/2022 |
| **15** | 1901 Embarcadero Road | Palo Alto Airport | 530 | Stanford Flying Club | 6/30/2025 | $ 2,402.00 | FY 2023 Commencement | 6/29/2022 |
| **16** | 1901 Embarcadero Road | Palo Alto Airport | 8,070 | West Valley Aircraft Services Inc. | 6/30/2025 | $ 21,669.58 | FY 2023 Commencement | 6/30/2022 |
| **17** | 1903 Embarcadero Road | Palo Alto Airport | 15,160 | Advantage Aviation | 6/30/2025 | $ 31,352.00 | FY 2023 Commencement | 6/30/2022 |
| | | | | | Total | | $ 82,523.33 | |

**CITY OF PALO ALTO**
**ADMINISTRATIVE SERVICES DEPARTMENT/REAL ESTATE DIVISION**
**FY 2022 Annual Report – Rent Forgiveness Agreements Entered Into By City Manager Under PAMC Section 2.30.210 (h)**

| Number | Property Address | Property/Space Type | Tenant | Total Rent Forgiven | Date Executed |
|---|---|---|---|---|---|
| **1** | 4000 Middlefield Road | Cubberley Artist Studio | Conrad Johnson | $ 1,686.96 | 1/3/2022 |
| **2** | 4000 Middlefield Road | Cubberley Artist Studio | Sahba Shere | $ 1,188.00 | 1/3/2022 |
| **3** | 4000 Middlefield Road | Cubberley Artist Studio | Tara De La Garza | $ 1,598.40 | 1/3/2022 |
| **4** | 4000 Middlefield Road | Cubberley Artist Studio | Elizabeth Bennett | $ 1,998.00 | 1/3/2022 |
| **5** | 4000 Middlefield Road | Cubberley Artist Studio | Robin Mullery | $ 1,158.30 | 1/3/2022 |
| **6** | 4000 Middlefield Road | Cubberley Artist Studio | Darryl Dieckman | $ 1,298.70 | 1/3/2022 |
| **7** | 4000 Middlefield Road | Cubberley Community Center | Hua Kuang Chinese Reading Room | $ 3,098.97 | 1/3/2022 |
| **8** | 4000 Middlefield Road | Cubberley Artist Studio | T.W. Five | $ 2,530.80 | 1/3/2022 |
| **9** | 4000 Middlefield Road | Cubberley Artist Studio | Ernest Regua | $ 1,198.80 | 1/3/2022 |
| **10** | 4000 Middlefield Road | Cubberley Artist Studio | Servane Briand | $ 1,291.95 | 1/3/2022 |
| **11** | 4000 Middlefield Road | Cubberley Artist Studio | Paloma Lucas | $ 1,448.55 | 1/4/2022 |
| **12** | 4000 Middlefield Road | Cubberley Artist Studio | Pantea Karimi | $ 1,431.90 | 1/4/2022 |
| **13** | 4000 Middlefield Road | Cubberley Artist Studio | Daniele Archambault | $ 1,425.60 | 1/5/2022 |
| **14** | 4000 Middlefield Road | Cubberley Artist Studio | Harumo Sato | $ 1,198.80 | 1/5/2022 |
| **15** | 4000 Middlefield Road | Cubberley Artist Studio | Martha Sakellariou | $ 1,425.60 | 1/10/2022 |
| **16** | 4000 Middlefield Road | Cubberley Artist Studio | Jennifer Gonsalves | $ 2,138.40 | 1/10/2022 |
| **17** | 4000 Middlefield Road | Cubberley Artist Studio | Patrick Fenton | $ 2,138.40 | 1/10/2022 |
| **18** | 4000 Middlefield Road | Cubberley Artist Studio | Chandrika Marla | $ 1,198.80 | 1/16/2022 |
| **19** | 4000 Middlefield Road | Cubberley Artist Studio | Malte Renz | $ 1,069.20 | 1/18/2022 |
| **20** | 4000 Middlefield Road | Cubberley Community Center | Acme Education | $ 50,000.00 | 1/20/2022 |
| **21** | 4000 Middlefield Road | Cubberley Artist Studio | Rachelle Doorley | $ 1,544.40 | 1/20/2022 |
| | | | Total | $ 82,068.53 | |

# City of Palo Alto (ID # 15032)

## City Council Staff Report

**Meeting Date: 12/19/2022** **Report Type: INFORMATION REPORTS**

**Title: Surveillance Technology Report for Fiscal Years 2021 and 2022**

**From: City Manager**

**Lead Department: City Manager**

## Recommendation

This is an informational report about the City's use of surveillance technology in Palo Alto through Fiscal Year 2022, and no City Council action is required.

## Background

In September 2018, Council adopted the Surveillance and Privacy Protection Ordinance establishing criteria and procedures for protection of personal privacy when considering the acquisition and use of surveillance technologies by the City[1]. Codified in the Municipal Code at Chapter 2.3, Part 6A, the ordinance also outlines ongoing monitoring and annual reporting of such technologies. Annual reporting should include the following information:

1. A description of how each Council-approved surveillance technology was used, including whether it captured images, sound, or information regarding members of the public who are not suspected of engaging in unlawful conduct;

2. Whether and how often data acquired through the use of the surveillance technology was shared with outside entities, the name of any recipient entity, the types of data disclosed, and the reason for the disclosure;

3. A summary of any community complaints or concerns about the surveillance technology;

4. Non-privileged and non- confidential information regarding the results of any internal audits, information about violations of the surveillance use policy, and any actions taken in response;

5. Whether the surveillance technology has been effective at achieving its identified purpose;

[1] City Council 9/10/2018, CMR #8834, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2018/8834.pdf?t=63216.52

6. The number and nature of Public Records Act requests relating to the surveillance technology;

7. Annual costs for the surveillance technology and for compliance with this surveillance and privacy protection ordinance, including personnel and other ongoing costs, and sources of funding; and

8. Other relevant information as determined by the City Manager.

This report covers fiscal years 2021 and 2022.

## Discussion

Pursuant to the approved ordinance, the following departmental activities are summarized in the body of this report.

POLICE

**eCitation devices.** On March 14, 2022, Council approved the acquisition of handheld electronic citation devices with Optical Character Recognition (OCR) technology for the purposes of traffic violation enforcement by police officers[2]. When in use, the cameras capture license plate images that are processed through OCR analysis to call up the vehicle make, and model information used to issue citation violations. The technology improves accuracy of information as well as eliminating the need for manual entry into the Records Management System (RMS). Acquired using COPS grant funding, the contract cost is $78,826. The devices are currently not in operation but are referenced in this report since they were acquired during the reporting period. Implementation of eCitation devices in the field are targeted for 2023.

PUBLIC WORKS

**California Ave Parking Garage and Highway 101 Pedestrian/bicycle Bridge Construction Web Cameras**. In September 2020, Council approved the purchase of construction cameras for use at the California Parking Garage and Highway 101 pedestrian/bicycle overpass construction projects[3]. The purpose of the webcams was to document day-to-day construction progress of the garage and overpass projects. However, the cameras also had the potential to capture images of non-employees or its contractors, making it subject to the Ordinance. The garage camera was position on top of the building at 385 Sherman Avenue with a wide view of the construction site at 350 Sherman Ave. The total cost of the camera was $1,500, paid using bond funds sold for the project. The overpass camera was attached to a streetlight pole on East

[2] City Council 3/14/2022, Agenda Item #9, PDF Page 113, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20220314/20220314pccsm-amended-final-revised-ppt.pdf

[3] City Council 9/21/2020, CMR #11359, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2020-2/id-11359.pdf

Bayshore Road, north of the Highway 101 with a wide view of the construction site. The total Highway 101 web cam contract cost was $22,059 and was funded by the General Fund.

The Highway 101 pedestrian /bicycle overpass camera feed was available to the public on the City's website, https://www.cityofpaloalto.org/Departments/Public-Works/Engineering-Services/Engineering-Projects/Highway-101-Pedestrian-Bike-Bridge-Project. The garage camera feed was not made public but a link to the webcam feed was shared with the adjacent property owner due to concerns about construction disruption. Both cameras were taken down at the conclusion of construction. There were no registered complaints or violations reported, nor were there any Public Records Act (PRA) requests associated with the use of the surveillance technology. The cameras were effective at achieving its purpose of showing a time-lapse construction of the project and captured key milestones that kept stakeholders up to date on the project progress.

TRANSPORTATION

**Automatic License Plate Recognition (ALPR).** In February 2021, Council approved the use of license plate recognition technology to be used for parking enforcement and permit management[4]. ALPR technology captures images of license plates to identify vehicle information and track parking time.

During the reporting period, there have been no formal complaints filed, violations of its use, nor PRA requests. In assessing its effectiveness, ALPR has been successful in supporting City Residential Preferential Parking programs, providing both enforcement and permit management efficiencies. Future use of ALPR will include use in public garages and lots such as California Avenue garage, as well as other Downtown garages where Parking Guidance System (provides real-time car parking information such as vehicle and slot counts) is planned for deployment. The total annual contract cost is $132,000 paid using Residential Preferential Parking (RPP) funds.

**Traffic Data Collection Cameras.** In April 2021, Council approved the use of video technology for traffic data collection[5]. The low-resolution video is used to collect bicycle, pedestrian, parking occupancy and vehicular turning movement counts. Data collected is used to inform appropriate traffic control measures or roadway improvements, signal timings, pedestrian, and bicycle roadway improvements. It does not collect or retain audio, visual, location, nor other personally identifiable information of people or vehicles.

During the reporting period, no data was shared with outside entities, nor were there any technology use violations. In response to public concerns about the use of the technology, visible and clear information was posted at the location of each camera that clearly identified

[4] City Council 2/22/2021, CMR #11492, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2021/id-11492.pdf

[5] City Council 4/5/2021, CMR #11985, https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2021/id-11985.pdf

its use, recording period, service provider name and phone number. The use of the cameras was successful at achieving its intended purpose and provided important and accurate data that otherwise would have been expensive to collect manually. Annual costs associated with the use of the cameras was $200,000, paid by Capital Improvement Program and the General Fund.

## Stakeholder Engagement

Presenting this information to the public, parallel to its transmittal to the City Council, ensures that stakeholders throughout the community remain appraised of the City's ongoing acquisition and work in surveillance technologies and privacy protections.

## Environmental Review

This informational report is not a project under the California Environmental Quality Act (CEQA).

# City of Palo Alto

## Office of the City Clerk

## City Council CAO Report

(ID # 15043)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

**Title: Adoption of a Resolution Declaring the Results of the Consolidated Municipal Election Held on November 8, 2022**

**From: Lesley Milton, City Clerk**

Attached is the proposed Resolution canvassing the results of the November 8, 2022 Consolidated Election for the purpose of electing three Council Members and voting on two proposed ballot measures, Measure L and Measure K.

The County Election Department canvassed the returns of the election as required by law and has certified the vote results for the City of Palo Alto as follows:

| CANDIDATE | TOTAL VOTES | % |
|---|---|---|
| VICKI VEENKER | 14,292 | 22.55% |
| ED LAUING | 13,052 | 20.59% |
| JULIE LYTHCOTT-HAIMS | 12,036 | 18.99% |
| LISA FORSSELL | 9,046 | 14.27% |
| DORIA SUMMA | 7,785 | 12.28% |
| ALEX COMSA | 3,728 | 5.88% |
| BRIAN HAMACHEK | 3,447 | 5.44% |
| **Total Votes** | **63,386** | |

**MEASURE K - LOCAL BUSINESS TAX**

| | | |
|---|---|---|
| Yes | 17,311 | 67.00% |
| No | 8,525 | 33.00% |
| **Total Votes** | **25,836** | |

**MEASURE L - NATURAL GAS UTILITY GENERAL FUND TRANSFER**

| | | |
|---|---|---|
| Yes | 19,711 | 77.72% |
| No | 5,649 | 22.28% |
| **Total Votes** | **25,360** | |

The total number of registered voters in the City was 41,935; the total number of ballots including absentee ballots cast was 25,862.

Staff recommends the City Council adopt the attached Resolution certifying the results of the election. The Clerk will transmit the Council Resolution to the Secretary of State as required by State law.

**ATTACHMENTS:**

- **Attachmenta:** Attachment A: Draft Election Resolution (DOCX)
- Attachmentb: Attachment B: ROV Certification of Election - Candidates (PDF)
- Attachmentc: Attachment C: ROV Certification of Election - Ballot Measures (PDF)

NOT YET APPROVED

Resolution No. _____
Resolution of The Council of The City of Palo Alto Declaring the Results of the Consolidated General Election Held on Tuesday, November 8, 2022

R E C I T A L S

A. On November 8, 2022, a general municipal election was duly held in the City of Palo Alto pursuant to the provisions of Article III, Section 4 of the Charter of the City of Palo Alto for the purpose of electing three members to the City Council, each for a full term of four years expiring December 31, 2026 and to vote on two ballot Measures at the request of the City Council: Ballot Measure K - local business tax and Ballot Measure L - natural gas utility general fund transfer.

SECTION 1. The Council finds and declares that:

(a) A general municipal election was duly and regularly held on November 8, 2022, according to the Charter of the City of Palo Alto, Resolution Number 9901, and the election laws of the State of California;

(b) The total number of registered voters in the City was 41,935; the total number of ballots including absentee ballots cast was 25,862; the total number of votes cast in the City at the municipal election for the purpose of electing three council members for full terms was 63,386; and the total number of votes cast for or against Measure K was 25, 836 and for or against Measure L was 25,360;

(c) The total number of votes given and cast at the municipal election, including votes cast upon absentee ballots, was as follows for the candidates for City Council for full terms:

| **CANDIDATE** | **TOTAL VOTES** | **%** |
|---|---|---|
| VICKI VEENKER | 14,292 | 22.55% |
| ED LAUING | 13,052 | 20.59% |
| JULIE LYTHCOTT-HAIMS | 12,036 | 18.99% |
| LISA FORSSELL | 9,046 | 14.27% |
| DORIA SUMMA | 7,785 | 12.28% |
| ALEX COMSA | 3,728 | 5.88% |
| BRIAN HAMACHEK | 3,447 | 5.44% |
| **Total Votes** | **63,386** | |

(d) Vicki Veenker, Ed Lauing and Julie Lythcott-Haims being the three candidates receiving the highest number of votes for the office of Council Member for a full four-year term, were duly

and regularly elected for terms of four years commencing January 1, 2023 to serve as Council Members of the City of Palo Alto.

(e) The total number of votes given and cast at the municipal election, including votes cast upon absentee ballots, was as follows for Measure K Local Business Tax:

| **MEASURE K - LOCAL BUSINESS TAX** | | |
|---|---|---|
| Yes | 17,311 | 67.00% |
| No | 8,525 | 33.00% |
| **Total Votes** | **25,836** | |

(f) The total number of votes given and cast at the municipal election, including votes cast upon absentee ballots, was as follows for Measure L Natural Gas Utility General Fund Transfer Tax:

| **MEASURE L - NATURAL GAS UTILITY GENERAL FUND TRANSFER** | | |
|---|---|---|
| Yes | 19,711 | 77.72% |
| No | 5,649 | 22.28% |
| **Total Votes** | **25,360** | |

SECTION 2. Attached hereto as Exhibit "A" and incorporated herein by this reference is the statement of the results as required by Section 10264 of the California Elections Code.

INTRODUCED AND PASSED: December 19, 2022

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

**County of Santa Clara**
Registrar of Voters

1555 Berger Drive, Bldg. 2
San Jose, CA 95112
Mailing Address: P.O. Box 611360, San Jose, CA 95161-1360
(408) 299-VOTE (8683) 866-430-VOTE (8683) FAX: (408) 998-7314
www.sccvote.org

December 8, 2022

Via email: lesley.milton@cityofpaloalto.org
Mahealani.ahyun@cityofpaloalto.org
Vinhloc.nguyen@cityofpaloalto.org

Ms. Lesley Milton
Ms. Mahealani Ah Yun
Mr. Vinh Loc Nguyen
City of Palo Alto
250 Hamilton Avenue, 7th Floor
Palo Alto, CA 94301

RE: November 8, 2022 General Election Certification of Election Results for City Contests

Dear Ms. Milton, et. al.:

Enclosed are the Certificate(s) of Election Results, Official Results, and Statement of Votes for the contest(s) in your jurisdiction.

Pursuant to Elections Code Section 15400, the Governing Board should accept the Statement of Votes and Certificate of Election Results and declare the totals to be the final results of the election.

Please feel free to contact me at 408-282-3041 should you have questions or need anything further.

Sincerely,

Bren Lehr, Election Division Coordinator
Registrar of Voters
Candidate Services Division

Enclosures

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

# CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA )
) ss.
COUNTY OF SANTA CLARA )

I, Shannon Bushey, Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **City of Palo Alto,** on November 8, 2022 for the purpose of electing **three (3) full-term Council Members** to the Governing Board.

2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file in my office and attached hereto, shows the number of votes for each candidate for the Governing Board of the **City of Palo Alto** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 8th day of December 2022.

Shannon Bushey

Shannon Bushey, Registrar of Voters

# CERTIFICATION OF REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE NOVEMBER 8, 2022, GENERAL ELECTION

## STATE OF CALIFORNIA

## COUNTY OF SANTA CLARA

I, Shannon Bushey, Registrar of Voters of County of Santa Clara, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 8, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 8th day of November, 2022,
at the County of Santa Clara

Shannon Bushey

Registrar of Voters
County of Santa Clara
State of California

# City of Palo Alto Council Member (Vote for 3)

Precincts Reported: 24 of 24 (100.00%)

| Candidate | Party | Total | |
|---|---|---|---|
| VICKI VEENKER | | 14,292 | 22.55% |
| ED LAUING | | 13,052 | 20.59% |
| JULIE LYTHCOTT-HAIMS | | 12,036 | 18.99% |
| LISA FORSSELL | | 9,046 | 14.27% |
| DORIA SUMMA | | 7,785 | 12.28% |
| ALEX COMSA | | 3,728 | 5.88% |
| BRIAN HAMACHEK | | 3,447 | 5.44% |
| Total Votes | | 63,386 | |

## 1 City of Palo Alto Council Member

| | | Registered Voters | Voters Cast | Turnout (%) | VICKI VEENKER | ALEX COMSA | DORIA SUMMA | BRIAN HAMACHEK | LISA FORSSELL | JULIE LYTHCOTT-HAIMS | ED LAUING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Electionwide | Precinct | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| Electionwide | Vote by Mail | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| Electionwide | Total | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| 16th Congressional District | Precinct | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| 16th Congressional District | Vote by Mail | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| 16th Congressional District | Total | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| 13th Senatorial District | Precinct | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| 13th Senatorial District | Vote by Mail | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| 13th Senatorial District | Total | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| 23rd Assembly District | Precinct | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| 23rd Assembly District | Vote by Mail | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| 23rd Assembly District | Total | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| State Board of Equalization #2 | Precinct | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| State Board of Equalization #2 | Vote by Mail | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| State Board of Equalization #2 | Total | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| 5th Supervisorial District | Precinct | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| 5th Supervisorial District | Vote by Mail | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| 5th Supervisorial District | Total | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| City of Palo Alto | Precinct | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| City of Palo Alto | Vote by Mail | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| City of Palo Alto | Total | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |
| | | | | | | | | | | | |
| Total - Precinct | | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| Total - Vote by Mail | | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| Contest Total | | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |

## 1 City of Palo Alto Council Member

| | | Registered Voters | Voters Cast | Turnout (%) | VICKI VEENKER | ALEX COMSA | DORIA SUMMA | BRIAN HAMACHEK | LISA FORSSELL | JULIE LYTHCOTT HAIMS | ED LAUING |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 0002001 | Precinct | 4 | 20 | 500.00 % | 5 | 5 | 7 | 4 | 3 | 3 | 2 |
| 0002001 | Vote by Mail | 4 | 4 | 100.00 % | 1 | 1 | 1 | 1 | 2 | 3 | 1 |
| 0002001 | Total | 4 | 24 | 600.00 % | 6 | 6 | 8 | 5 | 5 | 6 | 3 |
| 0002002 | Precinct | 2197 | 105 | 4.78 % | 38 | 17 | 16 | 19 | 33 | 29 | 28 |
| 0002002 | Vote by Mail | 2197 | 1272 | 57.90 % | 635 | 165 | 254 | 129 | 410 | 560 | 463 |
| 0002002 | Total | 2197 | 1377 | 62.68 % | 673 | 182 | 270 | 148 | 443 | 589 | 491 |
| 0002003 | Precinct | 1803 | 74 | 4.10 % | 42 | 18 | 22 | 9 | 23 | 26 | 33 |
| 0002003 | Vote by Mail | 1803 | 1136 | 63.01 % | 690 | 127 | 292 | 102 | 391 | 556 | 626 |
| 0002003 | Total | 1803 | 1210 | 67.11 % | 732 | 145 | 314 | 111 | 414 | 582 | 659 |
| 0002005 | Precinct | 2829 | 124 | 4.38 % | 45 | 26 | 33 | 15 | 43 | 34 | 45 |
| 0002005 | Vote by Mail | 2829 | 1758 | 62.14 % | 966 | 204 | 567 | 183 | 633 | 912 | 689 |
| 0002005 | Total | 2829 | 1882 | 66.53 % | 1011 | 230 | 600 | 198 | 676 | 946 | 734 |
| 0002006 | Precinct | 374 | 8 | 2.14 % | 3 | 2 | 1 | 3 | 1 | 3 | 4 |
| 0002006 | Vote by Mail | 374 | 221 | 59.09 % | 109 | 30 | 50 | 43 | 71 | 97 | 75 |
| 0002006 | Total | 374 | 229 | 61.23 % | 112 | 32 | 51 | 46 | 72 | 100 | 79 |
| 0002010 | Precinct | 1894 | 114 | 6.02 % | 40 | 28 | 42 | 16 | 37 | 39 | 29 |
| 0002010 | Vote by Mail | 1894 | 1031 | 54.44 % | 522 | 166 | 272 | 138 | 351 | 482 | 413 |
| 0002010 | Total | 1894 | 1145 | 60.45 % | 562 | 194 | 314 | 154 | 388 | 521 | 442 |
| 0002013 | Precinct | 2952 | 111 | 3.76 % | 26 | 31 | 28 | 18 | 27 | 23 | 41 |
| 0002013 | Vote by Mail | 2952 | 1815 | 61.48 % | 916 | 223 | 520 | 264 | 586 | 802 | 871 |
| 0002013 | Total | 2952 | 1926 | 65.24 % | 942 | 254 | 548 | 282 | 613 | 825 | 912 |
| 0002016 | Precinct | 2902 | 106 | 3.65 % | 33 | 10 | 26 | 18 | 34 | 40 | 40 |
| 0002016 | Vote by Mail | 2902 | 1703 | 58.68 % | 781 | 244 | 564 | 253 | 482 | 716 | 828 |
| 0002016 | Total | 2902 | 1809 | 62.34 % | 814 | 254 | 590 | 271 | 516 | 756 | 868 |
| 0002018 | Precinct | 149 | 5 | 3.36 % | 2 | 2 | 1 | 4 | | 2 | 1 |
| 0002018 | Vote by Mail | 149 | 67 | 44.97 % | 31 | 14 | 15 | 11 | 29 | 16 | 15 |
| 0002018 | Total | 149 | 72 | 48.32 % | 33 | 16 | 16 | 15 | 29 | 18 | 16 |
| 0002019 | Precinct | 2262 | 95 | 4.20 % | 34 | 25 | 31 | 12 | 26 | 29 | 42 |
| 0002019 | Vote by Mail | 2262 | 1400 | 61.89 % | 693 | 208 | 416 | 192 | 418 | 570 | 663 |
| 0002019 | Total | 2262 | 1495 | 66.09 % | 727 | 233 | 447 | 204 | 444 | 599 | 705 |
| 0002028 | Precinct | 1863 | 85 | 4.56 % | 23 | 18 | 31 | 22 | 23 | 22 | 40 |
| 0002028 | Vote by Mail | 1863 | 1105 | 59.31 % | 556 | 151 | 293 | 150 | 354 | 476 | 574 |
| 0002028 | Total | 1863 | 1190 | 63.88 % | 579 | 169 | 324 | 172 | 377 | 498 | 614 |
| 0002029 | Precinct | 2740 | 104 | 3.80 % | 40 | 23 | 30 | 17 | 37 | 32 | 53 |
| 0002029 | Vote by Mail | 2740 | 1691 | 61.72 % | 866 | 192 | 477 | 226 | 528 | 754 | 896 |
| 0002029 | Total | 2740 | 1795 | 65.51 % | 906 | 215 | 507 | 243 | 565 | 786 | 949 |
| 0002030 | Precinct | 2541 | 118 | 4.64 % | 48 | 26 | 33 | 22 | 33 | 33 | 41 |
| 0002030 | Vote by Mail | 2541 | 1590 | 62.57 % | 867 | 249 | 417 | 165 | 606 | 741 | 648 |
| 0002030 | Total | 2541 | 1708 | 67.22 % | 915 | 275 | 450 | 187 | 639 | 774 | 689 |
| 0002032 | Precinct | 2454 | 117 | 4.77 % | 53 | 33 | 27 | 23 | 34 | 45 | 47 |
| 0002032 | Vote by Mail | 2454 | 1348 | 54.93 % | 656 | 195 | 292 | 184 | 468 | 587 | 598 |
| 0002032 | Total | 2454 | 1465 | 59.70 % | 709 | 228 | 319 | 207 | 502 | 632 | 645 |
| 0002035 | Precinct | 3127 | 119 | 3.81 % | 36 | 29 | 42 | 30 | 32 | 31 | 48 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0002035 | Vote by Mail | 3127 | 2010 | 64.28 % | 1049 | 223 | 660 | 253 | 627 | 881 | 1008 |
| 0002035 | Total | 3127 | 2129 | 68.08 % | 1085 | 252 | 702 | 283 | 659 | 912 | 1056 |
| 0002036 | Precinct | 1511 | 53 | 3.51 % | 15 | 3 | 17 | 7 | 9 | 18 | 23 |
| 0002036 | Vote by Mail | 1511 | 995 | 65.85 % | 543 | 94 | 324 | 111 | 283 | 443 | 566 |
| 0002036 | Total | 1511 | 1048 | 69.36 % | 558 | 97 | 341 | 118 | 292 | 461 | 589 |
| 0002043 | Precinct | 1818 | 59 | 3.25 % | 19 | 12 | 16 | 11 | 20 | 16 | 17 |
| 0002043 | Vote by Mail | 1818 | 1241 | 68.26 % | 681 | 147 | 336 | 143 | 458 | 575 | 660 |
| 0002043 | Total | 1818 | 1300 | 71.51 % | 700 | 159 | 352 | 154 | 478 | 591 | 677 |
| 0002049 | Precinct | 2273 | 71 | 3.12 % | 29 | 12 | 24 | 8 | 22 | 26 | 35 |
| 0002049 | Vote by Mail | 2273 | 1483 | 65.24 % | 847 | 193 | 453 | 137 | 523 | 627 | 774 |
| 0002049 | Total | 2273 | 1554 | 68.37 % | 876 | 205 | 477 | 145 | 545 | 653 | 809 |
| 0002065 | Precinct | 1941 | 80 | 4.12 % | 30 | 16 | 19 | 18 | 23 | 26 | 27 |
| 0002065 | Vote by Mail | 1941 | 1258 | 64.81 % | 711 | 183 | 384 | 121 | 407 | 537 | 664 |
| 0002065 | Total | 1941 | 1338 | 68.93 % | 741 | 199 | 403 | 139 | 430 | 563 | 691 |
| 0002068 | Precinct | 2142 | 82 | 3.83 % | 40 | 11 | 23 | 11 | 35 | 34 | 34 |
| 0002068 | Vote by Mail | 2142 | 1362 | 63.59 % | 731 | 186 | 386 | 169 | 474 | 559 | 692 |
| 0002068 | Total | 2142 | 1444 | 67.41 % | 771 | 197 | 409 | 180 | 509 | 593 | 726 |
| 0002090 | Precinct | 1429 | 51 | 3.57 % | 26 | 10 | 17 | 10 | 14 | 14 | 21 |
| 0002090 | Vote by Mail | 1429 | 929 | 65.01 % | 594 | 108 | 213 | 107 | 306 | 429 | 492 |
| 0002090 | Total | 1429 | 980 | 68.58 % | 620 | 118 | 230 | 117 | 320 | 443 | 513 |
| 0002103 | Precinct | 668 | 19 | 2.84 % | 9 | 3 | 2 | 3 | 7 | 5 | 5 |
| 0002103 | Vote by Mail | 668 | 400 | 59.88 % | 189 | 55 | 103 | 59 | 107 | 166 | 173 |
| 0002103 | Total | 668 | 419 | 62.72 % | 198 | 58 | 105 | 62 | 114 | 171 | 178 |
| 0002126 | Precinct | 60 | 1 | 1.67 % | 1 | | | | 1 | | 1 |
| 0002126 | Vote by Mail | 60 | 43 | 71.67 % | 21 | 10 | 8 | 6 | 15 | 17 | 6 |
| 0002126 | Total | 60 | 44 | 73.33 % | 22 | 10 | 8 | 6 | 16 | 17 | 7 |
| 0002151 | Precinct | 2 | 0 | 0.00 % | | | | | | | |
| 0002151 | Vote by Mail | 2 | 0 | 0.00 % | | | | | | | |
| 0002151 | Total | 2 | 0 | 0.00 % | | | | | | | |
| | | | | | | | | | | | |
| Total - Precinct | | 41935 | 1721 | 4.10 % | 637 | 360 | 488 | 300 | 517 | 530 | 657 |
| Total - Vote by Mail | | 41935 | 25862 | 61.67 % | 13655 | 3368 | 7297 | 3147 | 8529 | 11506 | 12395 |
| Contest Total | | 41935 | 27583 | 65.78 % | 14292 | 3728 | 7785 | 3447 | 9046 | 12036 | 13052 |

**County of Santa Clara**
Registrar of Voters

1555 Berger Drive, Bldg. 2
San Jose, CA 95112
Mailing Address: P.O. Box 611360, San Jose, CA 95161-1360
(408) 299-VOTE (8683) 866-430-VOTE (8683) FAX: (408) 998-7314
www.sccvote.org

December 8, 2022

Via email: lesley.milton@cityofpaloalto.org
Mahealani.ahyun@cityofpaloalto.org
Vinhloc.nguyen@cityofpaloalto.org

Ms. Lesley Milton
Ms. Mahealani Ah Yun
Mr. Vinh Loc Nguyen
City of Palo Alto
250 Hamilton Avenue, 7th Floor
Palo Alto, CA 94301

RE: November 8, 2022 General Election Certification of Election Results for Measures K and L

Dear Ms. Milton, et. al.:

Enclosed are the Certificate(s) of Election Results, Official Results and Statement of Votes for the contest(s) in your jurisdiction.

Pursuant to Elections Code Section 15400, the Governing Board should accept the Statement of Votes and Certificate(s) of Election Results and declare the totals to be the final results of the election.

Please feel free to contact me at 408-282-3041 should you have questions or need anything further.

Sincerely,

Bren Lehr, Election Division Coordinator
Registrar of Voters
Candidate Services Division

Enclosures

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

# CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA )
) ss.
COUNTY OF SANTA CLARA )

I, Shannon Bushey, Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, in the **City of Palo Alto**, on November 8, 2022 for the purpose of submitting the following measure to the voters:

**K**

Shall the measure to raise funds for public safety, affordable housing, rail crossing safety, homeless services, and general city services, by levying a tax on businesses in the City of Palo Alto at a monthly rate of 7.5 cents per square foot occupied by a business, up to $500,000 per business, with annual 2.5% adjustments for inflation and exemptions for grocery stores and businesses under 10,000 square feet, raising approximately $9.6 million annually for 35 years, be adopted?

2. The official canvass of the returns of the election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file at my office, shows the whole number of votes cast for **Measure K** in each of the precincts and the total shown is true and correct.

WITNESS my hand and Official Seal this 8th day of December, 2022.

REGISTRAR OF VOTERS * SANTA CLARA COUNTY * CALIFORNIA

Shannon Bushey

Shannon Bushey, Registrar of Voters

# CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA )
) ss.
COUNTY OF SANTA CLARA )

I, Shannon Bushey, Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, in the **City of Palo Alto**, on November 8, 2022 for the purpose of submitting the following measure to the voters:

**L** Shall the measure affirming the City of Palo Alto's existing and decades-old practice of annually transferring no more than 18% of the gross revenues from the City's natural gas utility (generated by the City's retail natural gas rates) to its general fund to support general city services such as roads; parks; libraries; climate change reduction; police, fire, emergency medical, and 9-1-1 response; providing approximately $7 million annually in existing revenues until ended by voters, be adopted?

2. The official canvass of the returns of the election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file at my office, shows the whole number of votes cast for **Measure L** in each of the precincts and the total shown is true and correct.

WITNESS my hand and Official Seal this 8th day of December, 2022.

REGISTRAR OF VOTERS SANTA CLARA COUNTY CALIFORNIA

Shannon Bushey

Shannon Bushey, Registrar of Voters

# CERTIFICATION OF REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE NOVEMBER 8, 2022, GENERAL ELECTION

## STATE OF CALIFORNIA

## COUNTY OF SANTA CLARA

I, Shannon Bushey, Registrar of Voters of County of Santa Clara, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 8, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 8th day of November, 2022,
at the County of Santa Clara

Shannon Bushey

Registrar of Voters
County of Santa Clara
State of California

## Measure K - City of Palo Alto, Local Business Tax (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

| Candidate | Party | Total | |
|---|---|---|---|
| Yes | | 17,311 | 67.00% |
| No | | 8,525 | 33.00% |
| Total Votes | | 25,836 | |

## Measure L - City of Palo Alto, Natural Gas Utility General Fund Transfer (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

| Candidate | Party | Total | |
|---|---|---|---|
| Yes | | 19,711 | 77.72% |
| No | | 5,649 | 22.28% |
| Total Votes | | 25,360 | |

## 1 Measure K - City of Palo Alto, Local Business Tax

| | | Registered Voters | Voters Cast | Turnout (%) | Yes | No |
|---|---|---|---|---|---|---|
| Electionwide | Precinct | 41935 | 1722 | 4.11 % | 890 | 712 |
| Electionwide | Vote by Mail | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| Electionwide | Total | 41935 | 27651 | 65.94 % | 17311 | 8525 |
| | | | | | | |
| | | | | | | |
| 16th Congressional District | Precinct | 41935 | 1722 | 4.11 % | 890 | 712 |
| 16th Congressional District | Vote by Mail | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| 16th Congressional District | Total | 41935 | 27651 | 65.94 % | 17311 | 8525 |
| | | | | | | |
| | | | | | | |
| 13th Senatorial District | Precinct | 41935 | 1722 | 4.11 % | 890 | 712 |
| 13th Senatorial District | Vote by Mail | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| 13th Senatorial District | Total | 41935 | 27651 | 65.94 % | 17311 | 8525 |
| | | | | | | |
| | | | | | | |
| 23rd Assembly District | Precinct | 41935 | 1722 | 4.11 % | 890 | 712 |
| 23rd Assembly District | Vote by Mail | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| 23rd Assembly District | Total | 41935 | 27651 | 65.94 % | 17311 | 8525 |
| | | | | | | |
| | | | | | | |
| State Board of Equalization #2 | Precinct | 41935 | 1722 | 4.11 % | 890 | 712 |
| State Board of Equalization #2 | Vote by Mail | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| State Board of Equalization #2 | Total | 41935 | 27651 | 65.94 % | 17311 | 8525 |
| | | | | | | |
| | | | | | | |
| 5th Supervisorial District | Precinct | 41935 | 1722 | 4.11 % | 890 | 712 |
| 5th Supervisorial District | Vote by Mail | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| 5th Supervisorial District | Total | 41935 | 27651 | 65.94 % | 17311 | 8525 |
| | | | | | | |
| | | | | | | |
| City of Palo Alto | Precinct | 41935 | 1722 | 4.11 % | 890 | 712 |
| City of Palo Alto | Vote by Mail | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| City of Palo Alto | Total | 41935 | 27651 | 65.94 % | 17311 | 8525 |
| | | | | | | |
| Total - Precinct | | 41935 | 1722 | 4.11 % | 890 | 712 |
| Total - Vote by Mail | | 41935 | 25929 | 61.83 % | 16421 | 7813 |
| Contest Total | | 41935 | 27651 | 65.94 % | 17311 | 8525 |

## 1 Measure K - City of Palo Alto, Local Business Tax

| | | Registered Voters | Voters Cast | Turnout (%) | | Yes | No |
|---|---|---|---|---|---|---|---|
| 0002001 | Precinct | 4 | 20 | 500.00 % | | 10 | 4 |
| 0002001 | Vote by Mail | 4 | 4 | 100.00 % | | 2 | 1 |
| 0002001 | Total | 4 | 24 | 600.00 % | | 12 | 5 |
| 0002002 | Precinct | 2197 | 106 | 4.82 % | | 61 | 32 |
| 0002002 | Vote by Mail | 2197 | 1280 | 58.26 % | | 818 | 340 |
| 0002002 | Total | 2197 | 1386 | 63.09 % | | 879 | 372 |
| 0002003 | Precinct | 1803 | 74 | 4.10 % | | 46 | 23 |
| 0002003 | Vote by Mail | 1803 | 1139 | 63.17 % | | 748 | 322 |
| 0002003 | Total | 1803 | 1213 | 67.28 % | | 794 | 345 |
| 0002005 | Precinct | 2829 | 124 | 4.38 % | | 68 | 41 |
| 0002005 | Vote by Mail | 2829 | 1765 | 62.39 % | | 1212 | 435 |
| 0002005 | Total | 2829 | 1889 | 66.77 % | | 1280 | 476 |
| 0002006 | Precinct | 374 | 8 | 2.14 % | | 3 | 4 |
| 0002006 | Vote by Mail | 374 | 222 | 59.36 % | | 127 | 79 |
| 0002006 | Total | 374 | 230 | 61.50 % | | 130 | 83 |
| 0002010 | Precinct | 1894 | 114 | 6.02 % | | 65 | 42 |
| 0002010 | Vote by Mail | 1894 | 1036 | 54.70 % | | 672 | 295 |
| 0002010 | Total | 1894 | 1150 | 60.72 % | | 737 | 337 |
| 0002013 | Precinct | 2952 | 111 | 3.76 % | | 37 | 68 |
| 0002013 | Vote by Mail | 2952 | 1821 | 61.69 % | | 1147 | 572 |
| 0002013 | Total | 2952 | 1932 | 65.45 % | | 1184 | 640 |
| 0002016 | Precinct | 2902 | 106 | 3.65 % | | 56 | 43 |
| 0002016 | Vote by Mail | 2902 | 1709 | 58.89 % | | 1057 | 547 |
| 0002016 | Total | 2902 | 1815 | 62.54 % | | 1113 | 590 |
| 0002018 | Precinct | 149 | 5 | 3.36 % | | 3 | 2 |
| 0002018 | Vote by Mail | 149 | 67 | 44.97 % | | 38 | 23 |
| 0002018 | Total | 149 | 72 | 48.32 % | | 41 | 25 |
| 0002019 | Precinct | 2262 | 95 | 4.20 % | | 50 | 42 |
| 0002019 | Vote by Mail | 2262 | 1402 | 61.98 % | | 828 | 478 |
| 0002019 | Total | 2262 | 1497 | 66.18 % | | 878 | 520 |
| 0002028 | Precinct | 1863 | 85 | 4.56 % | | 47 | 36 |
| 0002028 | Vote by Mail | 1863 | 1106 | 59.37 % | | 675 | 348 |
| 0002028 | Total | 1863 | 1191 | 63.93 % | | 722 | 384 |
| 0002029 | Precinct | 2740 | 104 | 3.80 % | | 58 | 40 |
| 0002029 | Vote by Mail | 2740 | 1694 | 61.82 % | | 1045 | 556 |
| 0002029 | Total | 2740 | 1798 | 65.62 % | | 1103 | 596 |
| 0002030 | Precinct | 2541 | 118 | 4.64 % | | 65 | 44 |
| 0002030 | Vote by Mail | 2541 | 1598 | 62.89 % | | 1110 | 366 |
| 0002030 | Total | 2541 | 1716 | 67.53 % | | 1175 | 410 |
| 0002032 | Precinct | 2454 | 117 | 4.77 % | | 65 | 50 |
| 0002032 | Vote by Mail | 2454 | 1350 | 55.01 % | | 796 | 479 |
| 0002032 | Total | 2454 | 1467 | 59.78 % | | 861 | 529 |
| 0002035 | Precinct | 3127 | 119 | 3.81 % | | 53 | 61 |
| 0002035 | Vote by Mail | 3127 | 2011 | 64.31 % | | 1203 | 649 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 0002035 | Total | 3127 | 2130 | 68.12 % | | 1256 | 710 |
| 0002036 | Precinct | 1511 | 53 | 3.51 % | | 25 | 21 |
| 0002036 | Vote by Mail | 1511 | 998 | 66.05 % | | 679 | 258 |
| 0002036 | Total | 1511 | 1051 | 69.56 % | | 704 | 279 |
| 0002043 | Precinct | 1818 | 59 | 3.25 % | | 24 | 33 |
| 0002043 | Vote by Mail | 1818 | 1243 | 68.37 % | | 765 | 401 |
| 0002043 | Total | 1818 | 1302 | 71.62 % | | 789 | 434 |
| 0002049 | Precinct | 2273 | 71 | 3.12 % | | 40 | 27 |
| 0002049 | Vote by Mail | 2273 | 1484 | 65.29 % | | 993 | 403 |
| 0002049 | Total | 2273 | 1555 | 68.41 % | | 1033 | 430 |
| 0002065 | Precinct | 1941 | 80 | 4.12 % | | 41 | 28 |
| 0002065 | Vote by Mail | 1941 | 1263 | 65.07 % | | 807 | 375 |
| 0002065 | Total | 1941 | 1343 | 69.19 % | | 848 | 403 |
| 0002068 | Precinct | 2142 | 82 | 3.83 % | | 40 | 38 |
| 0002068 | Vote by Mail | 2142 | 1363 | 63.63 % | | 842 | 445 |
| 0002068 | Total | 2142 | 1445 | 67.46 % | | 882 | 483 |
| 0002090 | Precinct | 1429 | 51 | 3.57 % | | 23 | 25 |
| 0002090 | Vote by Mail | 1429 | 931 | 65.15 % | | 611 | 272 |
| 0002090 | Total | 1429 | 982 | 68.72 % | | 634 | 297 |
| 0002103 | Precinct | 668 | 19 | 2.84 % | | 9 | 8 |
| 0002103 | Vote by Mail | 668 | 400 | 59.88 % | | 226 | 150 |
| 0002103 | Total | 668 | 419 | 62.72 % | | 235 | 158 |
| 0002126 | Precinct | 60 | 1 | 1.67 % | | 1 | |
| 0002126 | Vote by Mail | 60 | 43 | 71.67 % | | 20 | 19 |
| 0002126 | Total | 60 | 44 | 73.33 % | | 21 | 19 |
| 0002151 | Precinct | 2 | 0 | 0.00 % | | | |
| 0002151 | Vote by Mail | 2 | 0 | 0.00 % | | | |
| 0002151 | Total | 2 | 0 | 0.00 % | | | |
| | | | | | | | |
| Total - Precinct | | 41935 | 1722 | 4.11 % | | 890 | 712 |
| Total - Vote by Mail | | 41935 | 25929 | 61.83 % | | 16421 | 7813 |
| Contest Total | | 41935 | 27651 | 65.94 % | | 17311 | 8525 |

## 1 Measure L - City of Palo Alto, Natural Gas Utility General Fund

| | | Registered Voters | Voters Cast | Turnout (%) | | Yes | No |
|---|---|---|---|---|---|---|---|
| 0002001 | Precinct | 4 | 20 | 500.00 % | | 10 | 4 |
| 0002001 | Vote by Mail | 4 | 4 | 100.00 % | | 3 | |
| 0002001 | Total | 4 | 24 | 600.00 % | | 13 | 4 |
| 0002002 | Precinct | 2197 | 106 | 4.82 % | | 74 | 15 |
| 0002002 | Vote by Mail | 2197 | 1280 | 58.26 % | | 928 | 206 |
| 0002002 | Total | 2197 | 1386 | 63.09 % | | 1002 | 221 |
| 0002003 | Precinct | 1803 | 74 | 4.10 % | | 45 | 20 |
| 0002003 | Vote by Mail | 1803 | 1139 | 63.17 % | | 860 | 191 |
| 0002003 | Total | 1803 | 1213 | 67.28 % | | 905 | 211 |
| 0002005 | Precinct | 2829 | 124 | 4.38 % | | 78 | 25 |
| 0002005 | Vote by Mail | 2829 | 1765 | 62.39 % | | 1315 | 295 |
| 0002005 | Total | 2829 | 1889 | 66.77 % | | 1393 | 320 |
| 0002006 | Precinct | 374 | 8 | 2.14 % | | 4 | 4 |
| 0002006 | Vote by Mail | 374 | 222 | 59.36 % | | 156 | 49 |
| 0002006 | Total | 374 | 230 | 61.50 % | | 160 | 53 |
| 0002010 | Precinct | 1894 | 114 | 6.02 % | | 74 | 31 |
| 0002010 | Vote by Mail | 1894 | 1036 | 54.70 % | | 754 | 194 |
| 0002010 | Total | 1894 | 1150 | 60.72 % | | 828 | 225 |
| 0002013 | Precinct | 2952 | 111 | 3.76 % | | 61 | 38 |
| 0002013 | Vote by Mail | 2952 | 1821 | 61.69 % | | 1297 | 390 |
| 0002013 | Total | 2952 | 1932 | 65.45 % | | 1358 | 428 |
| 0002016 | Precinct | 2902 | 106 | 3.65 % | | 68 | 29 |
| 0002016 | Vote by Mail | 2902 | 1709 | 58.89 % | | 1172 | 399 |
| 0002016 | Total | 2902 | 1815 | 62.54 % | | 1240 | 428 |
| 0002018 | Precinct | 149 | 5 | 3.36 % | | 4 | 1 |
| 0002018 | Vote by Mail | 149 | 67 | 44.97 % | | 41 | 15 |
| 0002018 | Total | 149 | 72 | 48.32 % | | 45 | 16 |
| 0002019 | Precinct | 2262 | 95 | 4.20 % | | 66 | 24 |
| 0002019 | Vote by Mail | 2262 | 1402 | 61.98 % | | 947 | 330 |
| 0002019 | Total | 2262 | 1497 | 66.18 % | | 1013 | 354 |
| 0002028 | Precinct | 1863 | 85 | 4.56 % | | 61 | 19 |
| 0002028 | Vote by Mail | 1863 | 1106 | 59.37 % | | 775 | 221 |
| 0002028 | Total | 1863 | 1191 | 63.93 % | | 836 | 240 |
| 0002029 | Precinct | 2740 | 104 | 3.80 % | | 72 | 23 |
| 0002029 | Vote by Mail | 2740 | 1694 | 61.82 % | | 1182 | 389 |
| 0002029 | Total | 2740 | 1798 | 65.62 % | | 1254 | 412 |
| 0002030 | Precinct | 2541 | 118 | 4.64 % | | 75 | 34 |
| 0002030 | Vote by Mail | 2541 | 1598 | 62.89 % | | 1193 | 254 |
| 0002030 | Total | 2541 | 1716 | 67.53 % | | 1268 | 288 |
| 0002032 | Precinct | 2454 | 117 | 4.77 % | | 74 | 40 |
| 0002032 | Vote by Mail | 2454 | 1350 | 55.01 % | | 965 | 282 |
| 0002032 | Total | 2454 | 1467 | 59.78 % | | 1039 | 322 |
| 0002035 | Precinct | 3127 | 119 | 3.81 % | | 74 | 39 |
| 0002035 | Vote by Mail | 3127 | 2011 | 64.31 % | | 1454 | 384 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 0002035 | Total | 3127 | 2130 | 68.12 % | | 1528 | 423 |
| 0002036 | Precinct | 1511 | 53 | 3.51 % | | 29 | 15 |
| 0002036 | Vote by Mail | 1511 | 998 | 66.05 % | | 723 | 193 |
| 0002036 | Total | 1511 | 1051 | 69.56 % | | 752 | 208 |
| 0002043 | Precinct | 1818 | 59 | 3.25 % | | 31 | 25 |
| 0002043 | Vote by Mail | 1818 | 1243 | 68.37 % | | 874 | 281 |
| 0002043 | Total | 1818 | 1302 | 71.62 % | | 905 | 306 |
| 0002049 | Precinct | 2273 | 71 | 3.12 % | | 45 | 21 |
| 0002049 | Vote by Mail | 2273 | 1484 | 65.29 % | | 1106 | 278 |
| 0002049 | Total | 2273 | 1555 | 68.41 % | | 1151 | 299 |
| 0002065 | Precinct | 1941 | 80 | 4.12 % | | 54 | 15 |
| 0002065 | Vote by Mail | 1941 | 1263 | 65.07 % | | 912 | 251 |
| 0002065 | Total | 1941 | 1343 | 69.19 % | | 966 | 266 |
| 0002068 | Precinct | 2142 | 82 | 3.83 % | | 52 | 20 |
| 0002068 | Vote by Mail | 2142 | 1363 | 63.63 % | | 963 | 299 |
| 0002068 | Total | 2142 | 1445 | 67.46 % | | 1015 | 319 |
| 0002090 | Precinct | 1429 | 51 | 3.57 % | | 28 | 18 |
| 0002090 | Vote by Mail | 1429 | 931 | 65.15 % | | 692 | 175 |
| 0002090 | Total | 1429 | 982 | 68.72 % | | 720 | 193 |
| 0002103 | Precinct | 668 | 19 | 2.84 % | | 11 | 5 |
| 0002103 | Vote by Mail | 668 | 400 | 59.88 % | | 273 | 101 |
| 0002103 | Total | 668 | 419 | 62.72 % | | 284 | 106 |
| 0002126 | Precinct | 60 | 1 | 1.67 % | | 1 | |
| 0002126 | Vote by Mail | 60 | 43 | 71.67 % | | 35 | 7 |
| 0002126 | Total | 60 | 44 | 73.33 % | | 36 | 7 |
| 0002151 | Precinct | 2 | 0 | 0.00 % | | | |
| 0002151 | Vote by Mail | 2 | 0 | 0.00 % | | | |
| 0002151 | Total | 2 | 0 | 0.00 % | | | |
| | | | | | | | |
| Total - Precinct | | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| Total - Vote by Mail | | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| Contest Total | | 41935 | 27651 | 65.94 % | | 19711 | 5649 |

| | | 1 Measure L - City of Palo Alto, Natural Gas Utility General Fund Transfer | | | | | |
|---|---|---|---|---|---|---|---|
| | | Registered Voters | Voters Cast | Turnout (%) | | Yes | No |
| Electionwide | Precinct | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| Electionwide | Vote by Mail | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| Electionwide | Total | 41935 | 27651 | 65.94 % | | 19711 | 5649 |
| | | | | | | | |
| | | | | | | | |
| 16th Congressional District | Precinct | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| 16th Congressional District | Vote by Mail | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| 16th Congressional District | Total | 41935 | 27651 | 65.94 % | | 19711 | 5649 |
| | | | | | | | |
| | | | | | | | |
| 13th Senatorial District | Precinct | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| 13th Senatorial District | Vote by Mail | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| 13th Senatorial District | Total | 41935 | 27651 | 65.94 % | | 19711 | 5649 |
| | | | | | | | |
| | | | | | | | |
| 23rd Assembly District | Precinct | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| 23rd Assembly District | Vote by Mail | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| 23rd Assembly District | Total | 41935 | 27651 | 65.94 % | | 19711 | 5649 |
| | | | | | | | |
| | | | | | | | |
| State Board of Equalization #2 | Precinct | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| State Board of Equalization #2 | Vote by Mail | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| State Board of Equalization #2 | Total | 41935 | 27651 | 65.94 % | | 19711 | 5649 |
| | | | | | | | |
| | | | | | | | |
| 5th Supervisorial District | Precinct | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| 5th Supervisorial District | Vote by Mail | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| 5th Supervisorial District | Total | 41935 | 27651 | 65.94 % | | 19711 | 5649 |
| | | | | | | | |
| | | | | | | | |
| City of Palo Alto | Precinct | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| City of Palo Alto | Vote by Mail | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| City of Palo Alto | Total | 41935 | 27651 | 65.94 % | | 19711 | 5649 |
| | | | | | | | |
| Total - Precinct | | 41935 | 1722 | 4.11 % | | 1091 | 465 |
| Total - Vote by Mail | | 41935 | 25929 | 61.83 % | | 18620 | 5184 |
| Contest Total | | 41935 | 27651 | 65.94 % | | 19711 | 5649 |

# City of Palo Alto

## City Council Staff Report

(ID # 15047)

**Meeting Date: 12/19/2022** **Report Type: Consent Calendar**

## Title: Adoption of a Resolution Increasing the Gas Monthly Market-Based Commodity Rate Cap From $2.00 Per Therm to $4.00 Per Therm by Amending Utility Rate Schedules G-1 (Residential Gas Service), G-2 (Residential Master-Metered and Commercial Gas Service), G-3 (Large Commercial Gas Service), and G 10 (Compressed Natural Gas Service)

## From: City Manager

## Lead Department: Utilities

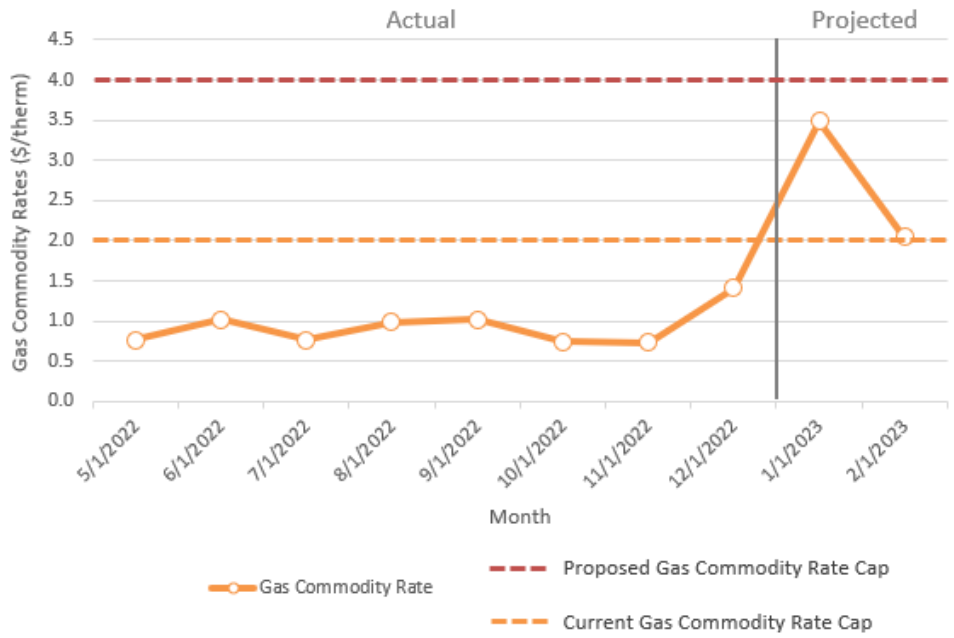
### Recommendation

Staff recommends that the City Council adopt a Resolution (Attachment A) amending utility rate schedules G-1, G-2, G-3, and G-10 to raise the upper limit on the monthly market-based commodity component from $2.00 per therm to $4.00 per therm effective January 1, 2023.

### Background/Discussion

In recent weeks, natural gas commodity prices have risen dramatically across the western United States due to a confluence of factors, including: (a) the historically cold weather this region has seen in December, (b) unusually low gas storage levels across the region, (c) constraints on the availability of natural gas supplies flowing into California, and (d) an increased reliance on natural gas in the electric power sector as a result of the ongoing drought's impact on hydroelectric supplies. This combination of factors has led to a surge in natural gas prices for this winter to levels not seen in many years, as illustrated in Figure 1 below.

**Figure 1: Natural Gas Commodity Prices, Actual and Projected ($/therm)**




On April 19, 2012, Council amended the City's Gas Utility Long-Term Plan to pass through gas commodity costs directly to gas customers (Staff Report 2552) through a variable monthly rate component. This is relatively common in the natural gas industry; Pacific Gas and Electric also passes through monthly gas cost changes to customers. The rate schedules adopted by Council cap the monthly gas commodity cost at $2.00 per therm. Based on an internal staff review of forward gas prices on the Intercontinental Exchange on December 12, 2022, forward prices for natural gas at PG&E Citygate[1] for January and February 2023 are roughly $3.50 per therm and $2.00 per therm, respectively.

If the City does not raise the cap and is unable to pass through market purchase cost increases this winter, staff expects that dramatically higher gas rate increases will be required in 2023 to cover the gas utility's operational costs. To illustrate, keeping the commodity cap at $2/00 per therm is expected to require an estimated $5.7 million draw-down of the Gas utility's Operations Reserve[2] by the end of FY 2023. This would result in the Operations Reserve ending the fiscal year approximately $2.5 million below the $7.8 million minimum guideline level, even before other revenues and expenses are taken into account.[3]

Staff proposes that the City Council raise the cap on the Commodity component of all Gas utility retail rates from $2.00 per therm to $4.00 per therm, effective January 1, 2023. This action, if

[1] PG&E Citygate is a trading point used in the gas markets for any gas delivered from the gas transmission system in California to PG&E for transport across PG&E's system to an independent gas consumer/provider like the City.
[2] The Gas Utility Operations Reserve is used to manage normal variations in costs and as a reserve for contingencies. See the Council-adopted Gas Utility Reserve Management Practices adopted June 13, 2022 (Staff Report 13661).
[3] According to internal preliminary year-end financial results, the Gas Utility Operations Reserve balance as of July 1, 2022 was roughly $11 million, which is $3.2 million above the $7.8 million minimum guideline level established in the FY 2023 Gas Utility Financial Plan.

approved, would maintain the financial health of the gas utility by enabling full supply cost recovery. Should gas prices fall or not reach, $4.00 per therm, staff will only pass through the direct cost incurred for the commodity.

**Stakeholder Engagement**

As gas prices began to rise this winter the City began extensive outreach to inform residents about these higher gas prices and providing tips for energy efficiency measures to keep utility bills down. Should gas prices rise to record levels in January, as current futures prices indicate, staff will do an additional round of heavy outreach to alert residents.

Outreach channels include: Website, Utilities e-newsletter, Uplift Local e-newsletter, Business Connect e-newsletter, Social media, Nextdoor, MyCPAU portal, Customer Service Call Center phone tree recording/messaging, Customer Service representative talking points, Key account manager direct outreach, Palo Alto Neighborhoods distribution list, Midtown Neighbors and Friends distribution list, Questline newsletter, Utility bill insert, Utilities Director report to the Utilities Advisory Commission, City Manager comments to Council

**Resource Impact**

Adoption of this resolution will allow staff to pass through the full market price of gas to customers even if it exceeds $2 per therm. Without this change, at current price projections, the City would be unable to pass through commodity costs incurred up to $5.7 million to consumers. This cost would instead be borne by the gas utility reserves and would need to be collected from customers in future rates, requiring steeper rate increases than currently projected in order to replenish reserves.

**Environmental Impact**

The Council finds that changing gas rates to meet operating expenses, purchase supplies and meet financial reserve needs necessary to maintain service is not subject to the California Environmental Quality Act (CEQA), pursuant to California Public Resources Code Sec. 21080(b)(8) and Title 14 of the California Code of Regulations Sec. 15273(a). After reviewing the staff report and all attachments presented to Council, the Council incorporates these documents herein and finds that sufficient evidence has been presented setting forth with specificity the basis for this claim of CEQA exemption.

**Attachments:**

- **Attachmenta:** Attachment A: Resolution Amending Utility Rate Schedules G-1, G-2, G-3, and G-10
- Attachmentb: Attachment B: Rate Schedule G-1, G-2, G-3, G-10

* NOT YET APPROVED *

Resolution No._____

Resolution of the Council of the City of Palo Alto Increasing the Gas Monthly Market-Based Commodity Rate Cap by Amending Rate Schedule G-1 (Residential Gas Service), G-2 (Residential Master-Metered and Commercial Gas Service), G-3 (Large Commercial Gas Service), and G-10 (Compressed Natural Gas Service)

R E C I T A L S

A. The City of Palo Alto ("City") purchases natural gas at market prices based on the monthly and daily index prices at the PG&E Citygate hub. Since 2012, according to Council-approved policy (Staff Report 2552, April 19, 2012), the City has passed-through these supply costs to customers by charging monthly gas supply rates that reflect market prices.

B. Since April 19, 2012, the City's gas rate schedules also include a gas commodity supply charge upper cap of $2.00 per therm, which means the City cannot recover supply costs that exceed this cap from customers. This means that any supply cost increases above the cap would need to be recovered from reserves, though the cap has never been exceeded to-date.

C. Based on recent extreme gas market volatility, staff anticipates that the gas index prices for the City's gas supply purchases will exceed the current cap in the upcoming months. To ensure financial stability for the gas reserves, and to maintain compliance with the Council-adopted Gas Utility Reserve Management Practices adopted June 13, 2022 (Staff Report 13661), Staff is proposing to raise the gas commodity supply charge cap.

D. Pursuant to Chapter 12.20.010 of the Palo Alto Municipal Code, the Council of the City of Palo Alto may by resolution adopt rules and regulations governing utility services, fees and charges.

The Council of the City of Palo Alto does hereby RESOLVE, as follows:

SECTION 1. The Council approves an increase to the Commodity (Monthly Market Base) cap from $2.00 per therm to $4.00 per therm, for the G-1 (Residential Gas Service), G-2 (Residential Master-Metered and Commercial Gas Service), G-3 (Large Commercial Gas Service), and G10 (Compressed Natural Gas Service) rate schedules, effective January 1, 2023.

SECTION 2. Pursuant to Section 12.20.010 of the Palo Alto Municipal Code, Utility Rate Schedule G-1 (Residential Gas Service) is amended to read as attached and incorporated. Utility Rate Schedule G-1, as amended, effective January 1, 2023.

SECTION 3. Pursuant to Section 12.20.010 of the Palo Alto Municipal Code, Utility Rate Schedule G-2 (Residential Master-Metered and Commercial Gas Service) is amended to read as attached and incorporated. Utility Rate Schedule G-2, as amended, effective January 1, 2023.

SECTION 4. Pursuant to Section 12.20.010 of the Palo Alto Municipal Code, Utility Rate Schedule G-3 (Large Commercial Gas Service) is amended to read as attached and incorporated. Utility Rate Schedule G-3, as amended, effective January 1, 2023.

SECTION 5. Pursuant to Section 12.20.010 of the Palo Alto Municipal Code, Utility Rate Schedule G-10 (Compressed Natural Gas Service Service) is amended to read as attached and incorporated. Utility Rate Schedule G-10, as amended, effective January 1, 2023.

SECTION 6. The City Council finds as follows:

a. Revenues derived from the gas rates approved by this resolution do not exceed the funds required to provide gas service.
b. Revenues derived from the gas rates approved by this resolution shall not be used for any purpose other than providing gas service, and the purposes set forth in Article VII, Section 2, of the Charter of the City of Palo Alto.

SECTION 7. The Council finds that the fees and charges adopted by this resolution are charges imposed for a specific government service or product provided directly to the payor that are not provided to those not charged, and do not exceed the reasonable costs to the City of providing the service or product.

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SECTION 8. The Council finds that changing gas rates to meet operating expenses, purchase supplies and meet financial reserve needs necessary to maintain service is not subject to the California Environmental Quality Act (CEQA), pursuant to California Public Resources Code Sec. 21080(b)(8) and Title 14 of the California Code of Regulations Sec. 15273(a). After reviewing the staff report and all attachments presented to Council, the Council incorporates these documents herein and finds that sufficient evidence has been presented setting forth with specificity the basis for this claim of CEQA exemption.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
Assistant City Attorney

APPROVED:

_____
City Manager

_____
Director of Utilities

_____
Director of Administrative Services

**RESIDENTIAL GAS SERVICE**

UTILITY RATE SCHEDULE G-1

## A. APPLICABILITY:

This schedule applies to the following Customers receiving Gas Service from City of Palo Alto Utilities:

1. Separately-metered single-family residential Customers~~.~~:
2. Separately-metered multi-family residential Customers in multi-family residential facilities.

## B. TERRITORY:

This schedule applies anywhere the City of Palo Alto provides Gas Service.

## C. UNBUNDLED RATES:

| | Per Service |
|---|---|
| Monthly Service Charge: | $11.54 |

| Tier 1 Rates: | Per Therm |
|---|---|
| Supply Charges: | |
| 1. Commodity (Monthly Market Based) | $0.10-~~$2.00~~$4.00 |
| 2. Cap and Trade Compliance Charge | $0.00-$0.25 |
| 3. Transportation Charge | $0.00-$0.25 |
| 4. Carbon Offset Charge | $0.00-$0.10 |
| Distribution Charge: | $0.5607 |

| Tier 2 Rates: (All usage over 100% of Tier 1) | |
|---|---|
| Supply Charges: | |
| 1. Commodity (Monthly Market Based) | $0.10-~~$2.00~~$4.00 |
| 2. Cap and Trade Compliance Charge | $0.00-$0.25 |
| 3. Transportation Charge | $0.00-$0.25 |
| 4. Carbon Offset Charge | $0.00-$0.10 |
| Distribution Charge: | $1.4338 |

## D. SPECIAL NOTES:

### 1. Calculation of Cost Components

The actual bill amount is calculated based on the applicable rates in Section C above and adjusted for any applicable discounts, surcharges and/or Taxes. On a Customer's bill statement, the bill amount may be broken down into appropriate components as calculated under Section C.

The Commodity Charge is based on the monthly natural gas Bidweek Price Index for delivery at PG&E Citygate, accounting for delivery losses to the Customer's Meter.

The Cap and Trade Compliance Charge reflects the City's cost of regulatory compliance with the state's Cap and Trade Program, including the cost of acquiring compliance instruments sufficient to cover the City's Gas Utility's compliance obligations. The Cap and Trade Compliance Charge will change in response to changing market conditions, retail sales volumes and the quantity of allowances required.

The Carbon Offset Charge reflects the City's cost to purchase offsets for greenhouse gases produced in the burning of natural gas. The Carbon Offset Charge will change in response to changing market conditions, changing sales volumes and the quantity of offsets purchased within the Council-approved per therm cap.

The Transportation Charge is based on the current PG&E G-WSL rate for Palo Alto, accounting for delivery losses to the Customer's Meter.

The Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges will fall within the minimum/maximum ranges set forth in Section C. Current and historic per therm rates for the Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges are posted on the City Utilities website.[1]

### 2. Seasonal Rate Changes:

The Summer period is effective April 1 to October 31 and the Winter period is effective from November 1 to March 31. When the billing period includes use in both the Summer and the Winter periods, the usage will be prorated based on the number of days in each

1 Monthly gas and commodity and volumetric rates are available here, or by visiting https://www.cityofpaloalto.org/files/assets/public/utilities/rates-schedules-for-utilities/monthly-gas-commodity-rates.pdf

seasonal period, and the charges based on the applicable rates for each period. For further discussion of bill calculation and proration, refer to Rule and Regulation 11.

### 3. Calculation of Usage Tiers

Tier 1 natural gas usage shall be calculated and billed based upon a level of 0.667 therms per day during the Summer period and 2.0 therms per day during the Winter period, rounded to the nearest whole therm, based on meter reading days of service. As an example, for a 30 day bill, the Tier 1 level would be 20 therms during the Summer period and 60 therms during the Winter period months. For further discussion of bill calculation and proration, refer to Rule and Regulation 11.

***{End}***

# RESIDENTIAL MASTER-METERED AND COMMERCIAL GAS SERVICE

UTILITY RATE SCHEDULE G-2

## A. APPLICABILITY:

This schedule applies to the following Customers receiving Gas Service from the City of Palo Alto Utilities:

1. Commercial Customers who use less than 250,000 therms per year at one site;
2. Master-metered residential Customers in multi-family residential facilities.

## B. TERRITORY:

This schedule applies anywhere the City of Palo Alto provides Gas Service.

## C. UNBUNDLED RATES:

| | Per Service |
|---|---|
| Monthly Service Charge: | $106.90 |

| | Per Therm |
|---|---|
| Supply Charges: | |
| 1. Commodity (Monthly Market Based) | $0.10-~~$2.00~~$4.00 |
| 2. Cap and Trade Compliance Charges | $0.00-0.25 |
| 3. Transportation Charge | $0.00-$0.25 |
| 4. Carbon Offset Charge | $0.00-$0.10 |
| Distribution Charge: | $0.7365 |

## D. SPECIAL NOTES:

### 1. Calculation of Cost Components

The actual bill amount is calculated based on the applicable rates in Section C above and adjusted for any applicable discounts, surcharges and/or Taxes. On a Customer's bill statement, the bill amount may be broken down into appropriate components as calculated under Section C.

The Commodity Charge is based on the monthly natural gas Bidweek Price Index for delivery at PG&E Citygate, accounting for delivery losses to the Customer's Meter.

The Cap and Trade Compliance Charge reflects the City's cost of regulatory compliance with the state's Cap and Trade Program, including the cost of acquiring compliance instruments sufficient to cover the City's Gas Utility's compliance obligations. The Cap and Trade Compliance Charge will change in response to changing market conditions, retail sales

volumes and the quantity of allowances required.

The Carbon Offset Charge reflects the City's cost to purchase offsets for greenhouse gases produced in the burning of natural gas. The Carbon Offset Charge will change in response to changing market conditions, changing sales volumes and the quantity of offsets purchased within the Council-approved per therm cap.

The Transportation Charge is based on the current PG&E G-WSL rate for Palo Alto, accounting for delivery losses to the Customer's Meter.

The Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges will fall within the minimum/maximum ranges set forth in Section C. Current and historic per therm rates for the Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges are posted on the City Utilities website.[1]

***{End}***

1 Monthly gas and commodity and volumetric rates are available here, or by visiting https://www.cityofpaloalto.org/files/assets/public/utilities/rates-schedules-for-utilities/monthly-gas-commodity-rates.pdf

**LARGE COMMERCIAL GAS SERVICE**

UTILITY RATE SCHEDULE G-3

## A. APPLICABILITY:

This schedule applies to the following Customers receiving Gas Service from the City of Palo Alto Utilities:

1. Commercial Customers who use at least 250,000 therms per year at one site;~~.~~
2. Customers at City-owned generation facilities.

## B. TERRITORY:

This schedule applies anywhere the City of Palo Alto provides Gas Service.

## C. UNBUNDLED RATES:

| | Per Service |
|---|---|
| Monthly Service Charge: | $489.12 |

| | Per Therm |
|---|---|
| Supply Charges: | |
| 1. Commodity (Monthly Market Based) | $0.10-~~$2.00~~$4.00 |
| 2. Cap and Trade Compliance Charges | $0.00-0.25 |
| 3. Transportation Charge | $0.00-$0.25 |
| 4. Carbon Offset Charge | $0.00-$0.10 |
| Distribution Charge: | $0.7292 |

## D. SPECIAL NOTES:

### 1. Calculation of Cost Components

The actual bill amount is calculated based on the applicable rates in Section C above and adjusted for any applicable discounts, surcharges and/or Taxes. On a Customer's bill statement, the bill amount may be broken down into appropriate components as calculated under Section C.

The Commodity Charge is based on the monthly natural gas Bidweek Price Index for delivery at PG&E Citygate, accounting for delivery losses to the Customer's Meter.

The Cap and Trade Compliance Charge reflects the City's cost of regulatory compliance

with the state's Cap and Trade Program, including the cost of acquiring compliance instruments sufficient to cover the City's Gas Utility's compliance obligations. The Cap and Trade Compliance Charge will change in response to changing market conditions, retail sales volumes and the quantity of allowances required.

The Carbon Offset Charge reflects the City's cost to purchase offsets for greenhouse gases produced in the burning of natural gas. The Carbon Offset Charge will change in response to changing market conditions, changing sales volumes and the quantity of offsets purchased within the Council-approved per therm cap.

The Transportation Charge is based on the current PG&E G-WSL rate for Palo Alto, accounting for delivery losses to the Customer's Meter.

The Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges will fall within the minimum/maximum ranges set forth in Section C. Current and historic per therm rates for the Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges are posted on the City Utilities website.[1]

## 2. Request for Service

A qualifying Customer may request service under this schedule for more than one account or meter if the accounts are located on one site. A site consists of one or more contiguous parcels of land with no intervening public right-of- ways (e.g. streets).

## 3. Changing Rate Schedules

Customers may request a rate schedule change at any time to any applicable City of Palo Alto full-service rate schedule.

***{End}***

1 Monthly gas and commodity and volumetric rates are available here, or by visiting https://www.cityofpaloalto.org/files/assets/public/utilities/rates-schedules-for-utilities/monthly-gas-commodity-rates.pdf

**COMPRESSED NATURAL GAS SERVICE**

UTILITY RATE SCHEDULE G-10

## A. APPLICABILITY:

This schedule applies to the sale of natural gas to the City-owned compressed natural gas (CNG) fueling station at the Municipal Service Center in Palo Alto.

## B. TERRITORY:

Applies to the City's CNG fueling station located at the Municipal Service Center in City of Palo Alto.

## C. UNBUNDLED RATES:

| | Per Service |
|---|---|
| Monthly Service Charge: | $72.30 |

| | Per Therm |
|---|---|
| Supply Charges: | |
| Commodity (Monthly Market Based) | $0.10-~~$2.00~~$4.00 |
| Cap and Trade Compliance Charges | $0.00 to $0.25 |
| Transportation Charge | $0.00-$0.25 |
| Carbon Offset Charge | $0.00-$0.10 |
| Distribution Charge | $0.0120 |

## D. SPECIAL CONDITIONS

### 1. Calculation of Cost Components

The actual bill amount is calculated based on the applicable rates in Section C above and adjusted for any applicable discounts, surcharges and/or Taxes. On a Customer's bill statement, the bill amount may be broken down into appropriate components as calculated under Section C.

The Commodity charge is based on the monthly natural gas Bidweek Price Index for delivery at PG&E Citygate, accounting for delivery losses to the Customer's Meter.

The Cap and Trade Compliance Charge reflects the City's cost of regulatory compliance with the state's Cap and Trade Program, including the cost of acquiring compliance instruments sufficient to cover the City's Gas Utility's compliance obligations. The Cap and Trade Compliance Charge will change in response to changing market conditions, retail sales volumes and the quantity of allowances required.

**COMPRESSED NATURAL GAS SERVICE**

UTILITY RATE SCHEDULE G-10

The Carbon Offset Charge reflects the City's cost to purchase offsets for greenhouse gases produced in the burning of natural gas. The Carbon Offset Charge will change in response to changing market conditions, changing sales volumes and the quantity of offsets purchased within the Council-approved per therm cap.

The Transportation Charge is based on the current PG&E G-WSL rate for Palo Alto, accounting for delivery losses to the Customer's Meter.

The Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges will fall within the minimum/maximum range set forth in Section C. Current and historic per therm rates for the Commodity, Cap and Trade Compliance, Carbon Offset and Transportation Charges are posted on the City Utilities website.[1]

***{End}***

1 Monthly gas and commodity and volumetric rates are available here, or by visiting https://www.cityofpaloalto.org/files/assets/public/utilities/rates-schedules-for-utilities/monthly-gas-commodity-rates.pdf

# City of Palo Alto

## City Council Staff Report

(ID # 15048)

**Meeting Date: 12/19/2022** **Report Type: Action Items**

## Title: Review and Adoption of the Policy and Services Committee Recommendations on the Revised Council Procedures and Protocols Handbook

## From: City Manager

## Lead Department: City Manager

### Recommendation

The Policy and Services Committee recommends that the City Council discuss and approve the Revised Council Procedures and Protocols Handbook (CPP or Handbook, Attachment A) with the proposed edits and to refer back to the Policy and Services Committee for the 2023 Committee Workplan further discussion on the role of the Council liaison for Boards and Commissions.

### Discussion

The City Council voted in June 2021 for staff to go forward with a copyediting resource to reorganize the Handbook. Since that time, staff created an outline for the reorganized Handbook and brought a draft Handbook for the Policy and Services Committee to review and edit[1].

In reorganizing the Handbook outline, staff and the copyeditor approached it with the following scope, to:

- Reorganize the document to improve the ability to find useful guidance,
- Eliminate duplication where present, and
- Update to conform with current practice and changes in law.

**Attachment A** is a "clean copy" of the revised Handbook with minor edits from P&S and Attachment B contains the redlines of changes made. Of note, in Attachment B, changes made to comply with law are not included in tracked changes.

[1] https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/policy-and-services-committee/2022/20221213/20221213ppsr.pdf

In addition to the reorganized Handbook, the Policy and Services Committee has also discussed many of the suggested topics from City Council members related to proposed new or revised language (topics included in the November 3, 2022 Supplemental Report Attachment (pdf page 103)[2]) and a couple extra topics. The reorganized Handbook (Attachments A and B) includes recommended language for the following topics:

1. Other standing committees
2. Removal of references to "Committee of the Whole"
3. *Number of times Council members can attend remotely (Section 2.3 B.1)
4. *Colleague's memos timing (Section 2.4)
5. Council member speaking time
6. Clarification on individual speaker time based on number of speakers
7. Group speaker total time allocation
8. Annual Council priority setting guidelines and values inserted
9. Tools to respond to unprofessional behavior by Council members (including Censure)
10. Parameters for the voting delegate at conferences (such as League of California cities)
11. Council conduct with other public agencies
12. Use of letterhead
13. Use of staff time – 1 hour rule
14. *Role clarity for Council board/commission liaison (Protocols Section 2.8)
15. *Miscellaneous expenditures (including Council discretionary funding use) (Section 4.10)
16. *Mayoral rotation (Section 1.1)

One unresolved topic that is not updated in the Handbook is the Travel Section. Staff will continue to edit that section to reflect current practices or incorporate by reference the City travel policy applicable to City employees.

The Policy and Services Committee agreed upon language for most of the topics listed above with the exception of the items above with an ***** which staff left easy to identify in **Attachment A** for Council discussion. On the topic of the role of the Council liaison to Boards and Commissions, the Policy and Services Committee asked that the City Council refer that item back to Policy and Services for further discussion in 2023 in order to involve the chairpersons of Boards and Commissions.

**Timeline, Resource Impact, Policy Implications**

Staff and the copyeditor will further clean up the Handbook (formatting and page numbers) upon adoption by the City Council and upload the document online.

**Stakeholder Engagement**

Staff solicited suggested changes from the City Council over the course of this process regarding desired changes to the Handbook.

[2] https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/policy-and-services-committee/2022/20221103/20221103ppssm-amended.pdf (pdf page 103 is the Supplemental Report)

**Environmental Review**

This is not considered a project as defined by CEQA and no review is required.

**Attachments:**

- **Attachmenta:** Attachment A: Clean Copy of 12.14.22 Council Procedures and Protocols Handbook
- Attachmentb: Attachment B: Redlined Copy-12.14.22 Draft of Council Procedures and Protocols Handbook

CITY OF PALO ALTO

DRAFT FOR REVIEW - As of Dec. 14, 2022

(Less Redlined)

# CITY COUNCIL PROCEDURES AND PROTOCOLS HANDBOOK

**Procedures and Protocols Approved 02/01/2020 with New Table of Contents Structure for Review**

*If you have any questions about this handbook, please feel free to contact the City Clerk by phone at (650) 329-2571 and e-mail at city.clerk@cityofpaloalto.org or the City Attorney by phone at (650) 329-2171 and e-mail at city.attorney@cityofpaloalto.org.*

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(note: page numbers may be off and will be updated after Council review on Dec. 19)


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# Introduction

The purpose of this City Council Procedures and Protocols Handbook is to review a set of rules through which the Palo Alto City Council conducts its business in a fair, equitable and effective manner. Adoption of the Handbook is requirement of the Palo Alto Municipal Code:

> Municipal Code 2.04.100 – Handbook of procedural rules
> The Council shall adopt by resolution a handbook of procedural rules governing any aspect of the conduct of meetings and hearings for the council and its standing committees, including but not limited to agenda requirements, the order of business, rules of order, rules of evidence, closed session procedures and rules for public participation in meetings. The handbook of procedural rules shall be deemed guidelines and failure to comply with any procedural rule shall not be the basis for challenge to or invalidation of any action of the council, nor shall they be construed to create any independent remedy or right of action of any kind.

**The handbook is organized in two parts:**

> **Part I: City Council Procedures**
> This section explains the process through which work is done and basic rules for City Council meetings including public participation guidelines.
>
> **Part II: City Council Protocols**
> This section explains conduct guidance for the City Council.

If a provision of this Handbook conflicts or is inconsistent with the Charter, the Municipal Code, or State or Federal law, the Charter, Code, or State or Federal law shall govern.

# PART I: CITY COUNCIL PROCEDURES

## SECTION 1 – CITY COUNCIL ORGANIZATION AND STRUCTURE

1.1. **Annual Organization of City Council**

The Palo Alto Charter, Article III, Section 8 directs Council to elect one of its members to serve as Mayor and one as Vice-Mayor, and sets forth their duties. Palo Alto Municipal Code Section 2.04.060 provides additional detail. Mayor and Vice-Mayor are elected at the first meeting in January each year. Nominations may be made by any Council member and do not require a second**.**

| Existing Language |
|---|
| See above |
| Proposed Additional Language (per the Dec. 13 P&S Discussion) |
| The assignment of Mayor shall rotate based on consecutive years served and ranked by votes received in the general election. |

1.2. **Council Committees**

**1. Standing Council Committees**

***Policy***

It is the policy of the Council to use standing committees in open and public meetings to study City business in greater depth than what is possible in the time allotted for Council meetings.

***Purpose***

These rules are intended to enhance public participation and committee meetings so that the best possible decisions can be made for Palo Alto.

***General Requirements***

Council standing committees shall be subject to the following procedural rules:

- *Quorum*

A majority of the committee membership shall constitute a quorum.

- *Referrals*

Only the Council or City Manager shall make referrals to the standing committees. Referrals will generally be directed to only one of the standing committees. Items may be withdrawn from the committee and taken up for consideration by the Council at any Council meeting with the consent of a majority of the Council, and subject to any applicable noticing or agenda posting requirements.

Council members who submit matters to the Council which are referred to a standing committee may attend the committee meeting but only as an observer; they may not speak or otherwise participate in the committee meeting.

If Council wishes to allow members who are not serving on the committee to speak, the meeting should be noticed as a meeting of the full Council, and all Council procedural requirements will apply.

- *Function of committees*

The purpose and intent of committee meetings is to expedite Council action by providing more thorough and detailed discussion and study of prospective or current Council agenda items with a full and complete airing of all sentiments and expressions of opinion on City problems by both the Council and the public. Actions of the committee shall be advisory recommendations only to the full Council, except as to matters expressly delegated to the committee by Council. Matters requiring Council action may not be delegated (e.g., approval of contracts, employee appointment or removal, and adoption of ordinances or resolutions).

- *Minutes and Report of Committee*

The City Clerk shall be responsible for the preparation and distribution to the Council of the minutes of standing committee meetings. The minutes for these meetings shall be action minutes which reflect the motions made during these meetings. The minutes of each committee meeting serve as the report to the Council and should be included, as appropriate, in subsequent relevant staff reports.

- *Agenda*

The chairperson of each standing committee shall work with staff to prepare the agenda for committee meetings. Items should be scheduled as they are ready, taking into account the sequence of referral, the time required for staff research and analysis to support committee discussions, the time-sensitivity of items, and other factors as determined by the chair and City Manager.

- *Public Participation at Committees*

The chair shall determine the time that each speaker is allotted during general public comment and public comment on agendized items. The chair will typically set speaking time somewhere between 3 and 5 minutes. If extended public participation is desired the chair may provide for a longer period; if there are a large number of speakers or many agenda items, speaking time may be shortened.

**B. Policy and Services Committee**

1) *Role, Purpose, and Work Planning*

The Municipal Code states that the role of the Council Policy & Services Committee is to consider and make recommendations on matters referred to it by the council relating to parliamentary and administrative procedures and policy matters pertaining to intergovernmental relations, personnel policies, planning and zoning, traffic and parking, public work, and community and human services. (§2.04.220). In 2009 and 2010, the Council reviewed the purpose and structure of the Committee and adopted several recommendations. This section documents Council's motions related to the Policy & Services Committee.

Purpose Statement: The purpose of the Policy & Services Committee is to review and identify important community issues and City policies and practices to ensure good public policy. The Committee shall consider and make recommendations to Council on matters relating to parliamentary protocols, procedures and policy matters.

**C. Finance Committee**

The Municipal Code states that the role of the Council Finance Committee is to consider and make recommendations on matters referred to it by the Council relating to finance, budget, financial audits, capital planning and debt. (§2.04.210).

**D. Council Appointed Officers (CAO) Committee**

In addition to the Policy & Services and Finance Committees, which are described in the Municipal Code, the Mayor each year appoints members to two additional committees that have continuing subject matter jurisdiction and are not intended to be temporary: the Council Appointment Officers (CAO) Committee, and the City-Schools Liaison Committee.

The CAO Committee meets on an as-needed schedule to address issues that Council has referred to the Committee related to Council's four direct appointees: the City Manager, City Attorney, City Clerk and City Auditor. For example, the committee may be tasked with duties related to performance evaluations, compensation, and the filling of vacancies.

**E. City Schools Liaison Committee**

The City-Schools Liaison Committee is composed of two Council members and two members of the Board of Education of the Palo Alto Unified School District. The committee's purpose is to share information, collaborate, and coordinate on issues related to Palo Alto's school-aged children and youth.

**F. Ad Hoc Committees**

***Policy***

The Council may create Ad Hoc Committees or the Committee of the Whole on a limited basis where necessary to study City business in greater depth than what is possible in the time allotted for Council and Standing Committee meetings.

***Purpose***

These rules are intended to clarify the distinctions between Standing and Ad Hoc Committees and to set up guidelines for creation of Ad Hoc Committees.

***General Requirements***

Council Ad Hoc Committees shall be subject to the following procedural rules:

*A.* *Definition of Ad Hoc Committee*

An Ad Hoc Committee is a temporary advisory committee composed solely of less than a quorum of members of the Council or any Council Standing Committee. The work of an Ad Hoc Committee has a limited or single purpose. An Ad Hoc committee is not intended to be perpetual but rather to be dissolved in a finite period time, once its specific task is

completed. By contrast, a Standing Committee has continuing subject matter jurisdiction over a variety of related topics.

*B. Brown Act*

The procedural requirements of the Brown Act apply to all committees that have either: (a) continuing subject matter jurisdiction over a matter or group of related matters; or (b) a regular meeting schedule set by Council action. All Standing Committees are Brown Act bodies. Ad hoc committees are generally not Brown Act bodies, provided that they are temporary bodies, formed for the purpose of addressing a limited or single purpose, include only members of Council, and do not have a regular meeting schedule set by Council action. When Council creates an Ad Hoc committee that is not a Brown Act body, Council may, at its discretion, direct that the committee follow Brown Act procedures.

*C. Creation and Appointment*

The Mayor or the City Council may create an Ad Hoc Committee and appoint three or fewer members of the Council to serve. In contrast, only the Council and not the Mayor alone can create a Standing Committee; the Mayor makes appointments to Standing and Ad Hoc Committees. The Mayor will publicly announce any Ad Hoc Committee created by her or him, its membership and stated purpose and post this information on the City Council website. The City Manager shall prepare a report to Council about the anticipated time commitment required for staff to assist the Ad Hoc Committee.

*D. Duration*

Ad Hoc Committees are created for a finite period of time. If an Ad Hoc Committee does not complete its task by the end of the calendar year, it shall not continue unless reappointed by the new Mayor in the following year.

*E. Members*

Ad Hoc Committees shall consist of less than a quorum of Council members only, and shall not include any other persons, including members of other legislative bodies.

*F. Reporting*

Ad Hoc Committees shall report their recommendations to the Council in the timeframe directed by Council. Any Council Member may ask during COUNCIL MEMBER QUESTIONS, COMMENTS AND ANNOUNCEMENTS that an updated Ad Hoc Committee report be placed on an upcoming meeting agenda.

*G. Termination of Ad Hoc Committee by Majority of Council*

A majority of the Council may vote to terminate any Ad Hoc Committee following placement of the issue on an agenda.

*H. Conclusion*

A public announcement shall be made any time the Ad Hoc Committee has concluded its work and/or upon dissolution.

**1.3. Respect the Work of the Council Standing Committees [UPDATED to reflect current practice]**
Council should respect the work of the Standing Committees, as their purpose is to provide focused, in-depth discussion of issues to help inform and expedite Council business. If a matter is taken forward to the full Council for approval after receiving a unanimous vote at Committee, the item will be placed on the Consent Calendar, unless otherwise recommended by the Committee, Mayor, City Attorney or City Manager.

* * *

## SECTION 2 - GENERAL PROCEDURES FOR CITY COUNCIL MEETINGS

The purpose of these guidelines is to facilitate the orderly and efficient conduct of Council business. This purpose recognizes the value of establishing a community understanding of meeting procedures so that broad public participation is encouraged. This purpose also recognizes that Council members must have a common approach to the discussion and debate of City business so that meetings are both streamlined and thorough.

These are guidelines, rather than rules. The Council intends that City staff and Council members will follow these guidelines. However, these guidelines should not be used in a way that leads to inefficiency, unfairness, or the promotion of form over substance. State law establishes a variety of *mandatory* meeting rules the City must follow in order to assure open and public government, regardless of unusual situations and consequences. (See Cal. Govt Code section 54950.)

**2.1. Meeting Schedules, Agendas and Supporting Materials**

**A. Meeting Schedules for Regular and Special Meetings**

The City Council generally conducts two different kinds of meetings: Regular Meetings and Special Meetings.

The Municipal Code provides that regular City Council meetings are conducted at City Hall on the first three Monday nights of each month, except during the Council's annual summer and winter recesses, at 6 p.m.

The Council also schedules periodic special meetings, which are meetings on any day or time other than the regular meeting time. This may include meetings on the regularly-scheduled first three Mondays where the start time is 5 p.m. or earlier, or meetings on a fourth or fifth Monday, or meetings scheduled on any other day or time.

The Mayor or Council may call a Special meeting on a minimum of 24 hours' notice. Special meetings need not be held at City Hall, as long as the alternate location is within the City. The Council makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

**B. Posting of Agendas**
Under the Brown Act, meeting agendas must be posted no later than 72-hours prior to regular

meetings and 24-hours prior to special meetings. It is City policy to make every effort to post the agenda on Thursday, 11 days prior to Monday meetings, whether regular or special. Agendas are posted in King Plaza by the elevators and are uploaded to the City Council web page.

C**. Supporting Reports and Materials (exist. Procedures 2.3.2)**

It is City policy to make every effort to provide supporting reports and materials at the time the agenda is posted. Typically, this will occur 11 days before the meeting. Materials that are not available at the time of agenda posting will be distributed as soon as feasible before the meeting. Materials that are distributed to a majority of Council will be made available to the public at the same time, as required by law. Some materials, such as presentation materials or "supplemental memoranda (previously referred to as "at places" memoranda) may be distributed to Council members and the public at the meeting.

**D. Late Submittal of Correspondence or Other Information Related to Planning Applications**

In order to allow for adequate staff review and analysis, and to ensure public access to information, all plans, correspondence, and other documents supporting planning applications being heard by the City Council must be submitted to staff not later than noon five (5) working days prior to the release of the Council Agenda Packet. If any correspondence or other information is submitted after this deadline to Council members or staff, and staff determines additional review is needed, staff will reschedule the item for a future Council meeting. If a Council member receives planning application materials from a project applicant, or receives other significant material related to the application from any source, he or she shall notify the City Clerk and the City Manager as soon as possible so that all relevant material can be entered into the official record and made available to all parties and the public. At the meeting the City Council may determine whether to continue or refer the item to the appropriate Board and/or Commission if significant changes to a project or significant new information become known.

## 2.2. The Mayor and Vice Mayor Should Work with Staff to Plan the Council Meetings

There are three purposes to the pre-Council planning meeting: 1) to plan how the meeting will be conducted, including review of approximate time allocation of Staff Report presentations and to ensure adequate time for large complex items; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings. Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard.

The purpose of the meeting is not to work on policy issues. Normally, only the Mayor and Vice Mayor are invited and expected to attend the pre-Council meetings with the City Manager and other CAOs, and Department Managers. The Mayor and Vice Mayor's role is to represent the interest of the entire Council.

## 2.3. Attendance Procedures

### A. Attendance Required

Council members, the City Clerk, City Attorney, and City Manager, along with any other City officers and department heads that have been requested to be present, shall take their

regular stations in the Council Chambers at the start of every scheduled meeting. The presiding officer will ensure that each meeting will include at least one 10-minute break. The Council expects its members to attend regularly and notify the City Clerk of any planned absences. The Council may levy fines of up to $250.00 against Council members who willfully fail to attend meetings (PAMC section 2.04.050).

**B. Remote Attendance of Council Members at Council and Committee Meetings**

Council members are strongly encouraged to attend meetings in person. State law allows Council members to attend meetings remotely by following the procedures outlined in Government Code Section 54953(b) ("Standard Remote Attendance") or the procedures outlined in Assembly Bill 2449 (2022) ("AB 2449 Remote Attendance"). For convenience, these procedures are described below and are current as of the date of Handbook revision. If state law is subsequently amended, the amended terms of State law will apply.

1) Number of Remote Appearances. Remote attendance shall be permitted not more than ~~3~~ **five (5)** times a year per legislative body (for example, five times a year for full Council meetings and five additional times a year for a Council committee). ~~This includes remote attendance at meetings of Council and Council committees.~~ AB 2449 rules still apply which state that no more than two meetings may be attended remotely for "just cause," as described below.

2) General Procedures for Appearing Remotely. Council members must follow mandatory procedures set forth in State law. At any meeting where a Council member is attending remotely, the following requirements must be met:

   i. At least a quorum of the Council must participate from a singular physical location within the City .
   ii. The agenda must identify and include an opportunity for the public to attend and directly address the council member through a call-in option, an internet-based service option, and in-person at the location of the meeting.
   iii. Council members may not take action if there is an unresolved disruption to the meeting broadcast, to a remote council member's audio or visual feed, or to the ability to take call-in or internet-based public comment.

   If these above threshold requirements are met, the Council member attending remotely must ensure they follow the procedures associated with either Standard Remote Attendance or AB 2449 Remote Attendance.

3) Standard Remote Attendance Procedures. A Council member attending remotely using these procedures must ensure that:

   a. The meeting agenda identifies the remote attendance location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to a regular meeting and 24 hours prior to a special meeting.

   b. The remote attendance location is open and fully accessible to the public, and fully

accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

c. The remote attendance technology used is open and fully accessible to all members of the public, including those with disabilities.

d. Members of the public who attend the meeting at the remote attendance location have the same opportunity to address the Council from the remote location that they would if they were present in Council Chambers.

e. The remote attendance location must not require an admission fee or any payment for attendance.

f. If the meeting will include a closed session, the Council Member must ensure that there is a private location available for that portion of the meeting. A private location means a closed room such that no other person can hear any portion of the closed session.

If the Council Member intending to follow the procedures of Standard Remote Attendance determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting remotely using Standard Remote Attendance procedures.

*Standard Remote Attendance Guidelines:*

- Five days written notice in advance of the publication of the agenda must be given by the Council member to the City Clerk's office about their intent to participate remotely; the notice must include the address at which the remote attendance will occur, and the address the Council packet should be mailed to, if a hard copy is requested.

- The Council member is responsible for posting the Council agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council member requests; however, it is the Council member's responsibility to ensure that the agenda arrives and is posted. If the Council Member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.

- The Council Member must ensure that the location will be publicly accessible while the meeting is in progress.

- The Council Member must state at the beginning of the Council meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

AB 2449 Remote Attendance Procedures. A Council member attending remotely using these procedures

must ensure that:

1. The Council member has either "just cause" or "emergency circumstances" that require remote participation, as required by AB 2449.
2. "Just cause" is defined as:
    a. a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires remote attendance,
    b. a contagious illness that prevents in-person attendance,
    c. a need related to a physical or mental disability which cannot be resolved by a request for reasonable accommodation, or
    d. travel while on the business of a state or local agency.
3. Notice. A Council member with "just cause" to attend remotely must notify the Council or Council committee and the City Clerk at the earliest possible opportunity, including at the start of the meeting, of their need to participate remotely and provide a general description of the circumstances.
4. The Council member is facing "emergency circumstances" that justify remote attendance and the Council or Council committee approves of their remote attendance pursuant to AB 2449.
    a. "Emergency circumstances" is defined as a physical or family medical emergency that prevents a Council member from attending the Council meeting in person.
    b. Notification and acceptance.
        i. A Council member attending remotely due to "emergency circumstances" must notify the Council or Council committee and the City Clerk at the earliest possible opportunity.
        ii. The Council or Council committee must request a general description of the circumstances relating to the council member's need to appear remotely. The description does not need to have more than 20 words, and the Council member does not have to disclose any personal medical information.
        iii. At the earliest opportunity available to it, the Council or Council committee must, by a majority vote of its members, take action on the request to approve or disapprove it. If the request does not allow sufficient time to place it on the agenda for the meeting for which the request is made, the legislative body must take action on the request at the beginning of the meeting by majority vote.
5. Disclosures. Council members attending remotely must publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member's relationship with the individual.
6. Technology. All technology necessary for to attend remotely must function at all times, which must include two-way, live audio and visual communication.

If the Council member intending to follow the procedures of AB 2449 Remote Attendance

determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting remotely using AB 2449 Remote Attendance procedures.

*AB 2449 Remote Attendance Guidelines:*
At the start of the meeting, the Council member attending remotely may use the following language to identify under which provision they are attending remotely:

| |
|---|
| **Provision 1:**<br>"I have just cause to attend this meeting remotely under AB 2449. I have not attended a meeting remotely due to just cause more than once this calendar year. I have attended [NUMBER] meetings remotely this calendar year. I must attend this meeting remotely because…<br>1. "… I must provide caregiving to [RELATION]."<br>2. "… a contagious illness prevents me from attending in person."<br>3. "… I have a need related to a disability which could not be accommodated at this meeting."<br>4. "… I am travelling while on official business of [STATE OR LOCAL AGENCY]."<br>"In this room, I am accompanied by…<br>5. "…no one over the age of 18."<br>6. "…one or more individuals over the age of 18. They are [RELATION (e.g., my spouse, coworker, medical provider)]." |
| **Provision 2:**<br>"Due to emergency circumstances, I request to attend this meeting remotely under AB 2449. I have attended [NUMBER] meetings remotely this calendar year. The [PHYSICAL OR FAMILY] medical emergency I am facing requires my remote attendance because [BRIEF DESCRIPTION]."<br>2) "In this room, I am accompanied by…<br>3) "…no one over the age of 18."<br>4) "…one or more individuals over the age of 18. They are [RELATION (e.g., my spouse, coworker, medical provider)]." |

**2.4. Colleagues Memos**

Council members may bring forward a colleagues memo on any topic to be considered by the entire Council. A minimum of two Council members are required to place such a memo on the agenda, reflective of the Council procedure requiring a motion and a second for consideration of a motion by the Council. Up to three Council members may sign a colleague memo. To comply

with the Brown Act, three is the maximum number Council members who may discuss or sign onto a colleagues memo. Prior to preparing a colleagues memo, Council members should consult with the City Manager to determine whether the City Manager is able to address the issues as part of their operational authority and within current budgeted resources. Colleagues memos should have a section drafted by the City Manager that identifies any potential staffing or fiscal impacts of the contemplated action. Council members shall provide a copy of the proposed memo to the City Manager and City Attorney prior to finalization. Completed Council colleagues memos should be provided to the City Manager, City Attorney and City Clerk with as much advance notice as possible, to provide time for staff to prepare the resource impact section and prepare the memo for placement on the agenda.

The Council will not take action on the night that a colleagues memo is introduced if it has any implications for staff resources or current work priorities which are not addressed in the memo. The Council will discuss the colleagues memo and refer it to a committee or direct the City Manager to agendize the matter for Council action. Action may be taken immediately by the Council on colleagues memos where there are no resource or staffing implications, or where these implications are fully outlined in the colleagues memo. The Brown Act requires that the public be fully informed of the potential action by the Council when the agenda is published. In order to satisfy the Brown Act requirements, the Council should consult with the City Attorney to ensure that the proposed title to the colleagues memo contains all actions that the Council members want completed on the night of the Council review.

| **Existing Language** |
|---|
| None |
| **Proposed New Language** (updated after Dec. 13 P&S meeting) |
| Non-urgent Colleagues Memos that will not result in actions completed by the end of the year will not be accepted between the date of an election that includes election of new Council members and the swearing in of a new Council. |

* * *

**SECTION 3 - CITY COUNCIL MEETING ORDER OF THE AGENDA** (exist. Procedures 2.4)

City Council agendas will be prepared by the City Clerk and presented to the City Council in the order described below, except as determined otherwise by the Mayor in consultation with the City Manager. In setting the agenda, the typical order of agenda items is as shown below but the ordering can be changed in the agenda-setting process if needed.. The City Manager, with prior approval of the Mayor, is authorized to designate upon the agenda items that shall be taken up first or at a specific time during the course of the meeting (PAMC section 2.04.070.) The City Council may take matters up out of order upon approval by a majority vote of those present:

a. Call to Order
b. Special Orders of the Day
c. Study Session and/or Closed Session
d. Agenda Changes, Additions and Deletions

e. General Public Comment
f. Consent Agenda

Items may be placed upon the consent calendar by any council-appointed officer whenever, in such officer's judgment, such items are expected to be routinely approved without discussion or debate. Council Minutes are approved on Consent. The consent calendar shall be voted upon as one item.

g. City Manager Comments
h. Action Items
i. Council Member Questions, Comments and Announcements
j. Adjournment

Items Considered After 10:30 p.m.

The Council makes every effort to end its meetings before 11 p.m. With that goal in mind, the Council generally does not start discussion of new matters after 10:30 p.m. Before 10 p.m. the Council will decide and announce whether it will begin consideration of any agenda items after 10:30 p.m. and, if so, which specific items will be taken up.

**3.1. Call to Order**

**3.2. Closed Sessions** [UPDATED to comply with law and reduce repetitive language]

Closed sessions are the only part of a Council meeting that the public cannot attend though they are allowed to make public comments before the start of the closed session. Council may meet in closed session only as specifically authorized by State law. The most common types of closed sessions are labor negotiations, litigation, employment issues, and real estate negotiations.

The Council will make a public report after the session where required by State law.

**A. Closed Session Requirements**

1) *Announcements Before Closed Sessions*

The Mayor/City Clerk shall announce the item or items to be considered in closed session by reference to the appropriate agenda number or letter, or in an alternate form that shall be provided by the City Attorney.

2) *Public Comments*

Members of the public are permitted to make public comments on closed session matters. The City Clerk shall be present in the open session to record Council attendance and any statements made by the public or by the Council.

3) *Vote to Go Into Closed Session*

The Council shall vote to go into closed session.

4) *Attendance*

The City Manager and City Attorney, or their designees, shall attend closed sessions unless it is necessary to excuse them. Additional staff shall attend as necessary and then only if the legal privileges of confidentiality obtained in an executive session are maintained.

5) *Public Reports*

State Law and a Palo Alto initiative require the Council to make a public report after a closed session when certain kinds of actions are taken (PAMC section 2.04.030). Reports from closed sessions shall be made by the Mayor, the Vice Mayor in the Mayor's absence, or such other City representative as designated by the Council. Such designated person is the only individual authorized to make public statements concerning the closed session.

It is the policy of the Council to inform the public of action taken in closed session to the greatest extent possible. It is recognized, however, that the need for confidentiality is inherent in closed sessions and that certain matters if revealed may be a detriment to the results desired. The Council shall publicly report:

(a) any decision to appoint, employ, or dismiss a public employee and the roll call vote thereon at its next public meeting,

(b) actions related to litigation and the roll call vote on such actions, unless the report would, in the written opinion of the City Attorney for specifically stated reasons, clearly jeopardize the City's ability to effectuate service of process on one or more unserved parties or impair the City's ability to resolve the matter through negotiation, mediation or other form of settlement. Notwithstanding the City Attorney's written opinion, the Council may under any circumstance, by majority vote, determine that it is in the City's best interests to disclose actions taken in closed session related to litigation. The public report shall be given as soon as possible, but no later than the next regular meeting, and shall include the vote or abstention of every member present. The City Attorney's written opinion shall be made public, along with any action taken and any vote thereon, as soon as any litigation is concluded. The City Attorney shall record any action and vote upon such forms as the City Attorney may deem desirable.

6) *No Minutes*

No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with State law and Municipal Code section 2.04.030.

7) *Confidentiality*

No person in attendance at a closed session may disclose the substance or effect of any matter discussed during the session (PAMC section 2.04.040), except to the extent authorized by a majority vote of Council or as required by a court.

## 3.3. Study Sessions

Study Sessions are agenda items during which the Council receives information about City business in an informal setting. Study sessions are intended to be discussion items only. The Decorum rules still apply to the behavior of the Council and public.

### A. Study Session Procedures

1) *Time*

Special study sessions will be held as needed.

2) *Topics and Process*

Study sessions are intended to be conducive to in-depth factual presentations by City staff and detailed questioning and brainstorming by Council on issues of significant interest. The Council may discuss the material freely without following formal rules of parliamentary procedure, and the Mayor shall have discretion to determine the appropriate process for conducting the study session, including when public comment will be heard.

3) *Public Participation*

Members of the public are allowed to make public comments on study session matters at the time directed by the presiding officer. The general rules of decorum apply.

4) *No Action Taken*

Staff may be directed to bring matters back for Council consideration at future meetings, as no action can be taken.

**3.4. Special Orders of the Day**

**3.5. Agenda Changes, Additions, and Deletions**

A. When the Council is unable to complete its agenda, the remaining business will generally be rescheduled as follows:

1) Items Rescheduled to a Date Uncertain

When Council reschedules an item to a date uncertain, the City Manager, Clerk and Mayor shall confer on an appropriate date to reschedule the item.

2) Items Rescheduled to a Date Certain

Council may reschedule an item to a specific future Council meeting.

B. Adding New Items to the Agenda

Only matters on the agenda shall be taken up by the Council, except in cases of emergency, as defined by State law.

**3.6. General Public Comment** (see Section 5 on Public Participation for more details about "General Public Comment")

**3.7. Consent Agenda**

The Consent Agenda is the section where items not anticipated to require discussion can be presented and acted upon efficiently by Council. This generally includes administrative items; implementation of policies and programs previously approved by Council, including contracts; and other routine or non-controversial items. The Mayor and City Manager should be sensitive to high dollar value contracts and consider placing those items in the action agenda section. The consent section may include:

**A. Ordinances and Resolutions**

The following ordinances and resolutions may appear on a consent calendar:

- Second Reading (passage and adoption) of Ordinances.
- Resolutions that are ceremonial in nature.
- Ordinances or resolutions that implement a prior Council policy direction in the manner contemplated by the Council's previous actions, in the Adopted Budget (including the Capital Improvement Program and especially in the department key plans), the Council Priorities, and other similar sources.
- Budget amendments that accept funding such as grants or gifts, provided Council has previously approved the activity or program.
- Resolutions approving funding applications, such as grants or loans, provided that the program or activity has been previously approved by Council.
- Clerical amendments to local laws.
- Conforming amendments to local laws that are required by State law, except items of significant public interest.

**B. Administrative Matters Including Contracts, Appointments, Approval of Applications, and Any Other Matter**

An administrative matter may be placed on the consent calendar if it is:

1. An action that is merely the administrative execution of previous Council direction. The Council direction and vote will be quoted in the Staff Report accompanying the item.
2. Contracts for which the subject or scope of work has been previously reviewed by the City Council.
3. A contract for goods, general services, professional services, public works projects, dark fiber licensing contracts or wholesale commodities, purchases, as outlined in the Purchasing Ordinance, provided such contracts represent the customary and usual business of the department as included in the Adopted Budget. Examples include routine maintenance contracts, annual audit agreements software and hardware support agreements, janitorial services, and copier agreements or postage machine agreements.
4. Designation of heritage trees.
5. Designation of historic building at the request of the property owner if there are no unusual policy ramifications.
6. Approval of funding applications, such as grants or loans, provided that Council has previously approved the general program or activity.
7. Items identified in the Municipal Code for placement on Consent. This includes, for example, certain appeals of determinations of the Director Planning and Development Services.
8. Approval of minutes.
9. Cancellation of meetings or scheduling of special meeting.
10. Referral of an item to a Standing Committee, Committee, Board, Commission, or Council Appointed Officer.
11. Other similar matters as determined by the City Manager, in consultation with the Mayor.

**C. Items Unanimously Recommended for Approval by a Council Committee or Council-Appointed Board or Commission, Unless Otherwise Recommended by the Committee/Commission, Mayor, City Attorney or City Manager**

Items recommended unanimously for approval by Council committees and Council-appointed boards and commissions are generally placed on Consent, except as otherwise recommended by the Committee, Board or Commission, or the Mayor, City Manager or City Attorney, or as required by law.

**2. Public Comment on Consent Agenda**

Members of the public wishing to speak to items on the Consent Calendar shall be permitted to speak prior to Council Member requests to remove an item or the vote to adopt the Consent Calendar.

**3. No Discussion or Debate; Voting; Recusals; Speaking to a No Vote**

There shall not be discussion or debate on any item on the Consent agenda. A Council member who needs to recuse themself from a Consent item shall inform the Mayor and make any public disclosure that is required. The Clerk shall record the recusal on the item.

Any Council member may request that his or her vote be recorded as a "no" on any item or items on the Consent agenda. Any Consent item not receiving the number of “yes” votes required for the item is not approved. .

Council members may explain their "no" votes at the end of the Consent Agenda, with 3-minutes permitted for non-appeal items and 5 minutes for appeal items for each Council member. Council members may also submit statements in writing to the City Clerk before action is taken. The City Clerk shall preserve and make available such written statements in a manner consistent with the Brown Act and shall assure that the minutes of the meeting make reference to the existence and location of such written statements.

**4. Council Requests to Remove Items from Consent Agenda**

Three Council members may request that an item be removed from the consent agenda.

Removed items will be heard either later in the meeting or agendized for a subsequent meeting, depending upon the number of speakers, the anticipated length of the items that have been officially scheduled for discussion on a particular evening, the availability of staff required to support the discussion, and legally- required noticing procedures. The Mayor, in consultation with the City Manager, will decide when any removed items will be heard.

Council members who intend to request to remove an item should inform the City Manager’s office no later than noon the Sunday before the meeting. This is so that the Manager can assess the operational impacts of rescheduling a removed item to a later agenda and, if appropriate, can arrange for appropriate staff to attend Council to support consideration of the item.

**3.8. City Manager Comments**

**3.9. Action Items**

**3.10. Council Member Questions, Comments, and Announcements (including reports on Boards, Commissions, and Committees)**

The purpose of this agenda item is to allow Council to briefly ask staff about matters upon which Council has taken action or given direction, make general comments as a reference to staff on factual matters of community concern, or make brief announcements in a manner consistent with Government Code section 54952.2. If more than brief statements are desired, the item shall be agendized for a future meeting in the manner otherwise provided by these Procedures, such as by the City Manager or through a Colleagues Memo. Major policy issues and new assignments will not be discussed or considered in this item. To the extent possible, Council will confer with staff before raising matters under this agenda item. COUNCIL MEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS will generally last up to 15 minutes and the public may not comment.

**3.11. Adjournment**

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## SECTION 4 - PROCEDURES AT CITY COUNCIL MEETINGS

### 4.1 Council Motion and Voting Processes throughout the Agenda (exist. Procedures 2.4 U and V)

**A. Motions, Debate & Voting**

*Policy and Summary of Rules*

It is the policy of the Council to follow simplified rules of parliamentary procedure for motions, debate and voting as an alternative procedure to Robert's Rules of Order. These rules focus on the types of motions the Council can make and when those motions are properly used. See the Summary Table below.

*Purpose*

The purpose of these rules to facilitate orderly and thorough discussion and debate of Council business in order to create open respectful discussion and results that serve the public interest.

**B. Motions**

A motion is a formal proposal by a Council member asking that the Council take a specified action. A motion must receive a second before the Council can consider a matter. Motions may be provided to the City Clerk in advance of the City Council meeting so that the Clerk can efficiently post the motion on the screen for the convenience of the community and Council members.

There are two types of motions; these are the "main" motion and any secondary motions. Only one main motion can be considered at a time. The main motion is the first motion to be made and receive a second. A secondary motion is described below which can be considered while a main motion is pending.

**4.2 Motion Procedures**

**A. Main Motion Procedures**

*1) Get the Floor*

A Council member must receive the permission of the Mayor (or other presiding officer) before making a motion.

*2) State the Motion*

A motion is made by a Council member (the "maker") stating his or her proposal. Longer proposals can be written.

*3) Second Required*

Any other Council member (including the presiding officer) who supports the proposal (or who simply wishes it to be considered) may "second" the motion without first being recognized.

*4) Motion Transcribed*

The Clerk shall transcribe the motion so that Council members, the public and staff can read it.

*5) Lack of a Second*

If there is no second stated immediately, the Mayor should ask whether there is a second. If no Council Member seconds the motion the matter will not be considered.

*6) Discussion*

The maker shall be the first Council member recognized to speak on the motion if it receives a second. The seconder shall be the second Council member to speak on the motion. Generally Council members will speak only once with respect to a motion. If the Mayor or Council permits any Council member to speak more than once on a motion, all Council members shall receive the same privilege.

*7) Secondary Motions*

Secondary motions may be made by a Council member upon getting the floor.

*8) Action*

After discussion is complete the Council will vote on the motion under consideration.

**B. Secondary Motion Procedures**

Only one main motion may be entertained by Council at a time. The Council recognizes the following secondary motions which may be considered while a main motion is pending. These motions shall have precedence in the order listed below. This means that a secondary motion that is higher on the list will be considered ahead of a pending secondary motion that is lower on the list:

The purpose of the allowed secondary motions is summarized in the following text and table.

*1) Fix the time to which to adjourn*

This motion sets a time for continuation of the meeting. It requires a second, is amendable and is debatable only as to the time to which the meeting is adjourned.

*2) Adjourn*

This motion ends the meeting or adjourns it to another time. It requires a second and is not debatable except to set the time to which the meeting is adjourned, if applicable. A motion to adjourn shall be in order at any time, except as follows: (a) when repeated without intervening business or discussion; (b) when made as an interruption of a member while speaking; (c) when the previous question has been ordered; and (d) while a vote is being taken.

*3) Take a recess*

This motion interrupts the meeting temporarily. It is amendable but is not debatable.

*4) Raise a question of personal privilege*

This motion allows a Council Member to address the Council on a question of personal privilege and shall be limited to cases in which the Council Member's integrity, character or motives are questioned or when the welfare of the Council is concerned. The maker of the motion may interrupt another speaker if the presiding officer recognizes the "privilege." The motion does not require a second, is not amendable and is not debatable.

*5) Lay on the table*

This motion is used to interrupt business for more urgent business. A motion to lay on the table requires a second, is not amendable and is not debatable. It shall preclude all amendments or debate of the subject under consideration. If the motion prevails, and the subject is tabled, the matter must be reagendized in the future if further consideration is to be given to the matter.

*6) Previous question*

This motion “calls the question” by closing debate on the pending motion. A motion for previous question requires a second, is not debatable and is not amendable. It applies to all previous motions on the subject unless otherwise specified by the maker of the motion. If motion for previous question fails, debate is reopened; if motion for previous question passes, then vote on the pending motion. A motion for previous question requires a two-thirds vote of those Council members present and voting.

*7) Limit or extend debate*

This motion limits or extends the time for the Council or any Council Member to debate a motion. It requires a second, is amendable and is not debatable. The motion requires a two-thirds vote of those Council members present and voting.

*8) Continue to a certain time*

This motion continues a matter to another, specified time. It requires a second, is amendable and is debatable as to propriety of postponement and time set.

*9) Refer to a city agency, body, committee, board, commission or officer*

This motion sends a subject to another city agency, body, committee, board, commission or officer for further study and report back to Council, at which time subject is fully debated. It requires a second, is amendable, and is debatable only as to the propriety of referring. The substance of the subject being referred shall not be discussed at the time the motion to refer is made.

*10) Amend or substitute*

This motion changes or reverses the main motion. It requires a second, is amendable, and is debatable only when the motion to which it applies is debatable. A motion to amend an amendment is in order, but one to amend an amendment to an amendment is not. An amendment modifying a motion is in order but an amendment raising an independent question or one that is not germane to the main motion shall not be in order. Amendments take precedence over the main motion and the motion to postpone indefinitely.

**C. Motion Process Reference Chart**

| Motion | Description | 2nd Required | Debatable | Amendable | 2/3 Vote |
|---|---|---|---|---|---|
| Fix the time to which to adjourn | Sets a next date and time for continuation of the meeting | **YES** | Only as to time to which the meeting is adjourned | **YES** | NO |
| Adjourn | Sets time to adjourn. Not in order if (a) repeated without intervening business (b) made as an interruption of a member while speaking; (c) the previous question has been ordered; and (d) while a vote is being taken | **YES** | Only to set the time to which the meeting is adjourned | NO | NO |
| Take a recess | Purpose is to interrupt the meeting | **YES** | NO | **YES** | NO |
| Raise a question of privilege | Allows member to address Council on a question of personal privilege limited to Council welfare or cases where a member's personal integrity, character, or motives are questioned. | NO | NO | NO | NO |
| Lay on the table | Interrupts business for more urgent business | **YES** | NO | NO | NO |
| Previous question (close debate or "call the question") | Closes debate on pending motion | **YES** | NO | NO | **YES** |
| Limit or extend limits of debate | Purpose is to limit or extend debate | **YES** | NO | **YES** | **YES** |
| Motion to continue to a certain time | Continues the matter to another, specified time | **YES** | **YES** | **YES** | NO |
| Refer to committee | Sends subject to another city agency, body, committee, board, commission or officer for further study and report back to council, at which time subject is fully debated | **YES** | Only as to propriety of referring, not substance of referral | **YES** | NO |

| Motion | Description | 2nd Required | Debatable | Amendable | 2/3 Vote |
|---|---|---|---|---|---|
| Amend or substitute | Modifies (or reverses course of) proposed action. Cannot raise independent question. Can amend an amendment, but no further | **YES** | Only if underlying motion is debatable | **YES** | NO |
| Motion to Reconsider | Motion that can be made only during the meeting or adjourned meeting in which the action was taken | YES | YES | NO | NO |

### 4.3. Voting and Debate of Agenda Items

1. **Presiding officer to review motion**
   The presiding officer shall assure that all motions are clearly stated before allowing debate to begin. The presiding officer and the maker of the motion should work with the City Clerk to clarify the motion before allowing debate to begin. The presiding officer may review the motion prior to voting.

2. **Presiding officer may debate and vote**
   The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all Council members. The presiding officer shall not be deprived of any of the rights and privileges of a Council member.

3. **Division of question**
   If the question contains two or more divisible propositions, each of which is capable of standing as a complete proposition if the others are removed, the presiding officer may, and upon request of a Council member shall, divide the same. The presiding officer's determination shall be appealable by any Council member.

4. **Withdrawal of motion**
   A motion may only be withdrawn by the maker with the consent of the Council Member seconding it.

5. **Change of vote**
   Council members may change their votes before the next item on the agenda is called.

6. **Voting**
   On the passage of every motion, the vote shall be taken by voice or roll call or electronic voting device and entered in full upon the record, except where state law requires a roll call vote

7. **Failure to vote**
   It is the responsibility of every Council member to vote unless the member is recused. No Council

member can be compelled to vote.

8. **Abstaining from vote**
Council members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior meeting on the topic and they were unable to view the prior meeting before the current meeting. In the event of an abstention, or silence during a vote, the abstainer in effect, "consents" that a majority of the quorum of the Council members present may act for him or her.

9. **Not participating**
A Council member who is recused from an item due to a conflict of interest, common law bias, or other legal prohibition shall make disclosures required by law, leave the dais if required, and not participate in any way in the discussion or determination of the item. A Council member may otherwise disqualify themself to avoid an appearance of impropriety.

10. **Tie votes**
Tie votes may be reconsidered during the time permitted by these rules on motion by any member of the Council voting yes or no during the original vote. Before a motion is made on the next item on the agenda, any member of the Council may make a motion to continue the matter to another date. To the extent allowed by law, it is the Council's intention that any continuance hereunder shall suspend the running of any time in which action of the Council is required by law. Nothing herein shall be construed to prevent any Council member from recommending the agendizing of a matter that resulted in a tie vote for a subsequent meeting.

11. **Motion to reconsider**
A motion to reconsider any action taken by the Council may be made only during the meeting or adjourned meeting when the action was taken. A motion to reconsider requires a second, is debatable and is not amendable. The motion must be made by one of the prevailing side of an issue but may be seconded by any Council member. A motion to reconsider may be made at any time and shall have precedence over all other motions, or while a Council member has the floor, providing that no vested rights are impaired. The purpose of reconsideration is to bring back the matter for review. If a motion to reconsider fails, it may not itself be reconsidered. Reconsideration may be moved only once on the same motion. However, a Council member may make a motion to rescind such action at a subsequent meeting of the Council, provided an appropriate item is on the published agenda.

12. **Appeal from the decision of presiding officer**
When the rules are silent, the presiding officer shall decide all questions of order, subject to appeal by a Council member. When in doubt, the presiding officer may submit the question to the Council, in which case a majority vote shall prevail. Any decision or ruling of the presiding officer may be appealed by request of any member. The presiding officer shall call for a roll call or electronic voting device vote to determine if the presiding officer's ruling shall be upheld. If said vote passes or results in a tie vote, the presiding officer's ruling shall stand. If said vote fails, the decision or ruling of the presiding officer is reversed.

**13. Getting the floor; improper references to be avoided**

Every Council member desiring to speak shall address the presiding officer and, upon recognition by the presiding officer, every Council member shall be confined to the question under debate, avoiding all indecorous language and personal attacks.

**14. Interruptions**

Except for being called to order, a Council member once recognized, shall not be interrupted when speaking, except as otherwise provided for in these rules. A Council member called to order while speaking shall cease speaking until the question or order is determined, and, if in order, said Council member shall be permitted to proceed.

**15. Council Member Speaking Time**

The presiding officer shall give each Council member up to five (5) minutes to speak in each round of discussion during discussions on Council items where discussion takes place. The Council shall follow the speaking times set by the presiding officer and the presiding officer or Vice Mayor shall enforce the speaking time set.

## 4.4 Quasi-Judicial Matters

### A. Quasi-Judicial Matters

It is the policy of the Council to assure that the due process rights of all persons are protected during City hearings. A "quasi-judicial" hearing is a hearing that requires a higher level of procedural due process because of the potential impact on life, liberty or property. Usually, quasi-judicial hearings involve consideration of an application to develop real property. The City, including Council and associated Boards and Commissions, reaches a determination by applying standards and requirements in existing law to the facts and evidence submitted in the hearing. Findings must be stated to explain the evidentiary basis for Council's final decision.

*Purpose*

These rules are intended to assure that City Council decision making on quasi-judicial matters is based upon facts and evidence known to all parties and to support the role of Boards and Commissions in making independent recommendations to Council.

*General Requirements*

*i.* *Quasi-Judicial Proceedings Defined*

Quasi-judicial proceedings subject to these procedural rules include hearings involving the following matters:

a. Conditional Use Permits
b. Variances
c. Home Improvement Exceptions
d. Design Enhancement Exceptions
e. Subdivisions, other than final map approvals
f. Architectural Review
g. Other Matters as Determined by the City Attorney

*ii.* *Restrictions on Council Communications Outside of Quasi-Judicial Hearings*

It is the policy of the Council to discourage the gathering and submission of information by Council members outside of any noticed public meeting, prior to final recommendations by the Architectural Review Board or Planning & Transportation Commission. The following procedural guidelines are intended to implement this policy but shall not be construed to create any remedy or right of action.

*iii.* *Identification of Quasi-Judicial Matters*

The City Attorney, in conjunction with the City Clerk and City Manager, will identify agenda items involving quasi-judicial matters on both the tentative and regular Council agendas. This identification is intended to inform the Council, interested parties, and the public that this policy will apply to the matter.

*iv.* *Council to Track Contacts*

Council members should track contacts with any person or entity pertaining to quasi-judicial matters. Contacts include conversations, meetings, site visits, mailings, or presentations during which substantial factual information about the item is gathered by or submitted to the Council Member.

*v.* *Disclosure*

When the matter is agendized at Council, Council members will disclose any contacts which have significantly influenced their preliminary views or opinions about the item. The disclosure may be oral or written and should explain the substance of the contact so that the project applicant, other Council members, interested parties, and the public will have an opportunity to learn of the factors influencing the Council's decision and to attempt to controvert or rebut any such factor during the hearing. Disclosure alone will not be deemed sufficient basis for a request to continue the item. A contact or the disclosure of a contact shall not be deemed grounds for disqualification of a Council Member from participation in a quasi-judicial matter unless the Council Member, in consultation with the City Attorney, determines that the nature of the contact is such that it is not possible for the Council Member to reach an impartial decision on the item.

*vi.* *No Contacts after Hearings*

Following closure of a quasi-judicial hearing, and prior to a final decision, Council Members will refrain from any contacts pertaining to the item, other than clarifying questions directed to City staff.

*vii.* *Written Findings Required*

On any matter for which state law or City ordinance requires the preparation of written findings, the staff report and other materials submitted on the matter will contain findings proposed for adoption by the Council. Any motion directly or impliedly rejecting the proposed findings must include a statement of alternative or modified findings or a direction that the matter under consideration be continued for a reasonable period of time in order for staff to prepare a new set of proposed findings consistent with the evidence which has been presented and the decision which is anticipated.

*viii.* *Rules of Evidence*

Council hearings need not be conducted according to formal rules of evidence. Any relevant evidence may be considered if it is the sort of evidence upon which responsible persons rely in the conduct of serious affairs. The presiding officer may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings while ensuring basic fairness and full consideration of the issues involved. Evidentiary objections shall be deemed waived unless made in a timely fashion before the Council.

*ix.* *Council Members Who are Absent During Part of a Hearing*

A Council member who is absent from any portion of a hearing conducted by the Council may vote on the matter provided that he or she has watched the video record of the entire portion of the hearing from which he or she was absent and if she or he has examined all of the exhibits presented during the portion of the hearing from which he or she was absent. Council members who were absent should state for the record that they have reviewed the proceedings and materials.

**B. Presenting at Quasi-Judicial Hearings**

In the case of a quasi-judicial hearing, single applicants and appellants shall be given 10 minutes for their opening presentation and 3 minutes for rebuttal before the hearing is closed. In the case of a quasi-judicial hearing for which there are two or more appellants, the time allowed for presentation and rebuttal shall be divided among all appellants, and the total time allowed for all appellants shall be a total of twenty minutes for the opening presentation and six minutes for rebuttal before the hearing is closed; however, each individual appellant shall be given a minimum of 5 minutes for presentation and 3 minutes for rebuttal. In the event a request is made and the need for additional time is clearly established, the Presiding Officer shall independently, or may upon advice of the City Attorney, grant sufficient additional time to allow an adequate presentation by the applicant or appellant.

**C. Submittal of Materials Directly to Council**

If Council receives planning application materials related to agenda item matters they should notify the City Clerk and the City Manager as soon as possible so that the materials can be placed in the official record and distributed to all Council members, parties to the proceeding, staff and the public.

* * *

## SECTION 5 - HOW THE PUBLIC ENGAGES WITH THE CITY COUNCIL

### 5.1. Public Participation During City Council Meetings

*Overview*

The Council welcomes members of the public to participate in meetings through public comment opportunities. It is the policy of the Council to assure that members of the public have the opportunity to speak to any regular or special meeting agenda item before final action. These rules are intended to enhance public participation and Council debate so that the best possible decisions can be made for

Palo Alto. Palo Alto has a long and proud tradition of open government and civil, intelligent public discourse. Open government meetings must allow everyone to be heard without fear of cheers or jeers. For these reasons, the Council takes these rules seriously. Disruptive or unruly behavior in violation of the law can result in removal from the Council meeting and/or arrest and prosecution.

### A. Access to Meetings

In-Person and Remote Participation. Council meetings are available in person in the Council Chambers and through an online meeting platform. Members of the public are welcome to attend the meeting in person or to join the online meeting platform.

Translators: Speakers may bring a translator as needed and will be allotted additional time, as appropriate.

ADA Access. Palo Alto makes every reasonable effort to accommodate the needs of the disabled consistent with law. Any provision of these rules may be modified if needed to provide reasonable accommodation. Persons needing assistance should contact: the City Clerk, City of Palo Alto, 650-329-2571 (voice) or email at City.Clerk@cityofpaloalto.orgCity.Clerk@cityofpaloalto.org.

### B. Summary of Rules for Public Participation

Every regular Council agenda has two different kinds of opportunities for the public to speak. The first is during ***General Public Comment***. The second is during the public comment or public hearing portion of each agenda item.

*General Public Comment.* This part of the meeting is provided so that the public can speak to any subject that is in the Council's jurisdiction, when there is no item listed on the agenda on that topic. The Council limits the total time to up to 30 minutes per meeting for General Public Comment. State law does not permit the Council to act on or discuss an item raised at that meeting inGeneral Public Comment, and Council members shall not enter into debate with speakers, but Council members may ask brief clarifying questions and may ask City staff to follow up on any concerns raised.

*Public comment or public hearing portion of each agenda Item.* The Brown Act requires the opportunity for public comment on all listed agenda items, except ceremonial items, procedural items (Agenda Changes and Deletions) and brief announcements (City Manager Comments and Council Member Questions, Comments and Announcements). Public comments or testimony must be related to the matter under consideration.

### C. Time Limits

*Individual Speakers.* The presiding officer will announce the time that each speaker may use. The Council generally allows 3 minutes per speaker but a shorter time may be designated when there are many speakers or items on the agenda (For example, if there are fewer than 10 speakers, the speakers would usually get 3 minutes to speak. If there are more than 10 speakers, then the presiding officer may choose to reduce the time for each speaker).

*Spokesperson for a Group.* When a group of people wishes to address the Council on the same subject matter, they may designate a spokesperson to address the Council. Spokespersons are

subject to the same time limits as other speakers, except that spokespersons who are representing a group of five or more people who have requested to speak and are verified as present in the Council Chambers or online will be allowed 10 minutes and will, to the extent practical, be called upon ahead of individual speakers. If the presiding officer reduces the speaking time for individual speakers, the total speaking time for a spokesperson will also be reduced as determined by the presiding officer.

**D. Gaining Permission to Speak**

Any person who wants to make a spoken public comment on an item on the Council agenda can do so if they are attending either in person or virtually. If attending in person, members of the public should fill out a speaker card and hand it in to the City Clerk prior to the end of the staff presentation. Members of the public participating virtually should use the "raise hand" function in the online meeting platform, or if participating via phone, hit *9 to notify the Clerk that they wish to speak. The Clerk will provide the names of the speakers to the Mayor or Vice Mayor so that the speakers can be identified and organized in an orderly way.

**E. Public Decorum During Meeting**

The presiding officer at Council meetings (usually the Mayor or Vice-Mayor) is authorized and required to "preserve strict order and decorum." (PAMC section 2.04.080(b).) This is important in order to assure a fair opportunity for everyone to participate in an open and civil setting.

a) No person, other than a Council member and the person having the floor, shall be permitted to speak without the permission of the presiding officer.

b) All remarks should be addressed to the Council as a body and not to any *individual* member or staff person.

c) No person, besides staff or the Council, shall enter the staff area of the Council dais without the permission of the presiding officer or appropriate Council Appointed Officer.

d) The Palo Alto Municipal Code makes it unlawful for any person to: (1) Disrupt the conduct of a meeting; (2) Make threats against any person or against public order and security while in the Council Chambers; (3) Use the Council Chambers during meetings for any purpose other than participation in or observation of City Council Meetings.

   Any Council Member may appeal the presiding officer's decision on a decorum violation to the full Council. Decorum violations are a misdemeanor and may lead to a person being removed from the Council meeting. (PAMC sections 2.04.120, 2.04.150.)

**F. Record of Speakers**

- Persons wishing to address the Council shall use the microphone provided for the public and speak in a recordable tone, either personally or with assistance, if necessary.

- Speakers are requested to state their name but cannot be compelled to do so as a condition of addressing the Council.

**G. End of Public Comment After a Council Motion**

Following the time for public input and once the matter is returned to the Council no person shall address the Council without first securing the permission of the presiding officer to do so, subject to approval of the City Attorney with respect to any hearing required by law.

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## SECTION 6 - CITY COUNCIL QUESTIONS ON AGENDA-RELATED ITEMS

In order to facilitate open government, all Council Members should make decisions with the same information from Staff on agendized or soon-to-be agendized items (i.e., items on the tentative agenda or in a Council Committee). The Council adopted protocols provide a framework for the policy on e-mail communications between Council members and staff on agenda-related items, including the following:

### 6.1. Submit Questions on Council Agenda Items Ahead of the Meeting

In order to focus the Council meetings on consideration of policy issues and to maintain an open forum for public discussion, questions which focus on the policy aspects of agenda items should be discussed at the Council meeting rather than in one-on-one communications with staff prior to the meetings. Any clarifications or technical questions that can be readily answered can be handled before the meeting. Council members are encouraged to submit their questions on agenda items to the appropriate Council Appointed Officer or City Manager by 5:00 p.m. the Wednesday prior to the meeting so staff can be prepared to respond before or at the Council meeting.

6.2. City Council emails for Agenda-Related Items Procedure

- Council members should direct any questions on staff reports and agenda items only to the City Manager or designee. Questions on reports from the City Auditor, City Attorney, or City Clerk should be directed to the appropriate Council Appointed Officer.

- Council members should submit questions on agenda items no later than 5 p.m. on the Wednesday prior to the Council meeting at which the item will be discussed. Staff will make best reasonable efforts to post written responses to timely-submitted questions by Thursday 5 p.m. Any questions received after 5 p.m. on the Wednesday before the meeting may be responded to via e-mail, or alternatively, will be responded to at the Council meeting.

- Staff will not engage in “dialogues” with individual Council members regarding questions; however, follow-up questions to initial questions will be responded to at the Council meeting.

- Staff will give highest priority to responding prior to the Council meeting via e-mail only on items on the Consent Agenda. Questions which address the policy aspects of the item on the Council agenda will not be responded to prior to the meeting, although Staff welcomes such questions in advance of the meeting in order to prepare for the Council

and public discussion. Technical and clarifying questions on non-Consent Calendar items will be responded to as time permits.

- If the staff will be responding to a Council members Consent Agenda question at the meeting rather responding to the question via e-mail, Staff will inform the Council member as early as possible after receipt of the question(s).

- Questions and all staff-prepared responses will be forwarded to all Council members as well as post online for public review of Council agenda questions and staff responses. Staff will include the name of the Council member posing the questions in the "subject" field of the e-mail response.

- Copies of all Council member agenda questions and staff responses will be emailed to the Council p and posted publicly on the meeting agenda. If staff responses are not released until the meeting date, they will be provided in printed form at the dais.

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## SECTION 7 – ANNUAL COUNCIL PRIORITY SETTING GUIDELINES

### Annual Council Priority Setting Guidelines

The following language is from the City Council Priority Setting Guidelines" document adopted by the City Council on October 1, 2012.

*Priorities Background and Definition*
The City Council adopted its first Council priorities in 1986. Each year the City Council reviews its priorities at its Annual Council Retreat. On October 1, 2012 the City Council formally adopted the definition of a Council priority, and the Council's process and guidelines for selection of priorities.

A Council priority is defined as a topic that will receive particular, unusual and significant attention during the year. This varies from a Council value which is defined as an enduring goal and intention to guide the work of the City Council. The values allow the City Council to maintain these enduring intentions while also selecting annual priorities that reflect shorter-term projects and goals. The City Council Values are listed below.

*Purpose*
The establishment of Council priorities will assist the Council and staff to better allot and utilize time for discussion and decision making.

*Process*
In advance of the annual Council Retreat, staff will solicit input from the City Council on the priorities to be reviewed and considered for the following year.

- Council members may submit up to three priorities.
- Priorities should be submitted no later than December 1.

- As applicable, the City Manager will contact newly elected officials for their input by December 1.
- The City Manager and the City Clerk will solicit for the public to share proposed priorities prior to the Council retreat. The Policy and Services Committee shall recommend to the Council which suggestions if any shall be considered at the City Council retreat.
- Staff will collect and organize the recommended priorities into a list for Council consideration and provide to Council in the packet for the City Council retreat.
- If needed, the Policy and Services Committee, each year at its December meeting, shall make recommendations about the process that will be used at the Annual Retreat paying particular attention to the number of priorities suggested by Council members. The recommended process is to be forwarded to Council for adoption in advance of the Council retreat.

Guidelines for Selection of Priorities: There is a goal of no more than three priorities per year and priorities generally have a three-year time limit.

In November 2022, the Council adopted a set of values as described here:

The Palo Alto City Council has universally shared values that help guide our decisions and the work we do. These values include:

1. We will make decisions that balance revenues and expenses, now and in the future.
2. We will make decisions that are environmentally sustainable, now and in the future.
3. We will integrate equity into our decisions, considering how decisions affect people differently based on their identity or circumstances.
4. We will make decisions that create a healthy, safe and welcoming community for all.
5. We will safeguard public trust through transparent practices and open communication.
6. We embrace innovation.

* * *

## SECTION 8 - PROCEDURES AND PROTOCOLS REVIEW AND ENFORCEMENT

**8.1. Commit to Annual Review of Important Procedural Issues** (exist. Protocol 3.1)

At the beginning of each legislative year, the Council will hold a special meeting to review the Council protocols, adopted procedures for meetings, the Brown Act, conflict of interest, and other important procedural issues.

**8.2. Enforcement** (exist. Protocol Section 5)

Council members have the primary responsibility to assure that these protocols are understood and followed, so that the public can continue to have full confidence in the integrity of government. As an expression of the standards of conduct expected by the City for Council members, the protocols are intended to be self-enforcing. They therefore become most effective when members are thoroughly familiar with them and embrace their provisions. For this reason, Council members entering office shall sign a statement affirming they have read and understood the Council protocols. In addition, the protocols shall be annually reviewed by the Policy and Services Committee and updated as necessary.

Under circumstances where Council members believe that actions by another Council member are inconsistent with this Handbook and require formal review and potentially action, a public discussion and censure are available steps for review and enforcement.

Should two or more Council members believe that actions by a Council member are inconsistent with this Handbook, a Colleagues Memo may be used as a method to schedule public discussion of the matter at an upcoming City Council meeting. Based on the Council discussion, the matter may then be closed or proceed to consideration of further steps including censure.

Censure is an official reprimand or condemnation made by Council in response to specified conduct by one of its own members. Censure is disciplinary in nature, and requires the formal adoption of a resolution setting forth the Council member's alleged violations of law and/or policies. Censure may require an investigation, and must protect the due process rights of the Council member. Censure carries no fine or suspension of the rights of the Council member as an elected official but a censure is a punitive action that serves as a punishment for wrongdoing.

Through a Colleagues Memo, Council members may request a formal censure action be placed on a Council agenda. The City Clerk shall provide notice of the possible censure to the Council member who is the subject of the action. The notice shall contain the specific charges on which the proposed censure is based and the date and time that the matter will be heard. Upon hearing the testimony, the Council may take action by resolution setting forth its findings and stating the terms of the censure.

# PART II: CITY COUNCIL PROTOCOLS

The citizens, businesses and organizations of the city are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. To this end, the City Council has adopted Council Protocols and this Code of Ethics for members of the City Council to assure public confidence in the integrity of local government and its effective and fair operation.

## **Section 1 – City Council Conduct** (exist. Protocol Section 2)

### 1.1. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

### 1.2. Comply with Law

Members shall comply with the laws of the nation, the State of California and the City in the performance of their public duties. These laws include but are not limited to: the United States and California constitutions, the city Charter, laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of governments and City ordinances and policies.

**A. Respect for Process**

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the City Council by City staff.

### 1.3. City Council Core Responsibilities (exist. Protocol Sec. 1)

All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members:

A. Demonstrate honesty and integrity in every action and statement
B. Comply with both the letter and spirit of the laws and policies affecting the operation of government.
C. Serve as a model of leadership and civility to the community
D. Inspire public confidence in Palo Alto government
E. Work for the common good, not personal interest
F. Prepare in advance of Council meetings and be familiar with issues on the agenda
G. Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others

H. Do not politicize procedural matters such as minutes approval or agenda order for strategic purposes

I. Participate in scheduled activities to increase Council effectiveness
J. Review Council procedures, such as these Council Protocols, at least annually
K. Represent the City at ceremonial functions at the request of the Mayor
L. Be responsible for the highest standards of respect, civility and honesty in ensuring the effective maintenance of intergovernmental relations
M. Respect the proper roles of elected officials and City staff in ensuring open and effective government
N. Provide contact information to the City Clerk in case an emergency or urgent situation arises while the Council Member is out of town

**1.4. General Member Conduct**

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to improve the quality of life in the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

A. **Conduct of Members**

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, boards and commissions, the staff or the public. Rude and unprofessional behavior are also unacceptable.

B. **In Public Meetings (exist. Protocol 2.1)**

*1) Use Formal Titles*

The Council should refer to one another formally during Council meetings as Mayor, Vice Mayor or Council Member followed by the individual's last name.

*2) Practice Civility and Decorum in Discussions and Debate.*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Be respectful of diverse opinions.

*3) Honor the Role of the Presiding Officer in Maintaining Order and Equity.*

Respect the Chair's efforts to focus discussion on current agenda items. Objections to the Chair's actions should be voiced politely and with reason, following the parliamentary procedures outlined in the City Council Procedural Rules.

*4) Demonstrate Effective Problem-Solving Approaches.*

Council members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. Council members are role models for residents, businesspeople and other stakeholders involved in public debate.

*5) Be Respectful of Other People's Time.*

Stay focused and act efficiently during public meetings.

**C. In Private Encounters**

Treat Others as You Would Like to be Treated.

Ask yourself how you would like to be treated in similar circumstances, and then treat the other person that way.

**1.5. Decisions Based on Merit**

Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

**1.6. Advocacy**

**A. Representation of Private Interests**

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any other board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

**B. Advocacy**

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City, nor will they allow the inference that they do.

C. **Council Voting Delegate Authority at Conferences / Annual Meetings**

The Council may authorize a Council member to act as the voting delegate at conferences or meetings of other bodies, including, but not limited to, the League of California Cities annual conference, National League of Cities conference, and the Association of Bay Area Governments (ABAG) annual meeting. Prior to the conference / meeting, the Council may provide the voting delegate with specific direction on proposed resolutions and other matters. When provided specific direction, the voting delegate's authority is limited to matters on which the Council has directed the delegate to vote.

**1.7. Council Conduct with City Staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, which analyze problems and issues, make recommendations, and implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

**A. Treat All Staff as Professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with your Council colleagues, practice civility and decorum in all interactions with City staff.

**B. Channel Communications through the Appropriate Senior City Staff**

Questions of City staff should be directed only to the City Manager, Assistant City Manager, City Attorney, City Clerk, Assistant City Clerk, City Auditor, Senior Assistant City Attorneys, or Department Heads. The Office of the City Manager should be copied on any request to Department Heads. Council members should not set up meetings with department staff directly, but work through Department Heads, who will attend any meetings with Council members. When in doubt about what staff contact is appropriate, Council members should ask the City Manager for direction. However, nothing in these protocols is intended to hinder the access Council-appointed liaisons (e.g. to the San Francisquito JPA or NCPA) may require in order to fulfill their unique responsibilities.

D. **In order to Facilitate Open Government, All Council Members Should Make Decisions with the Same information from Staff** on Agendized or Soon- to be- Agendized Items (Items on the Tentative Agenda or in a Council Committee)

E. **Never Publicly Criticize an Individual Employee, Including Council Appointed Officers.** Criticism is differentiated from questioning Facts or the opinion of staff.

All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation. Comments about staff in the office of the City Attorney, City Auditor or City Clerk should be made directly to these CAOs through private correspondence or conversation.

F. **Be Cautious in Representing City Positions on Issues**

Before sending correspondence related to a legislative position, check with City staff to see if a position has already been determined. When corresponding with representatives of other governments or constituents remember to indicate if appropriate that the views you state are your own and may not represent those of the full Council.

As a Council member, it is important to remember to indicate when the views you state are your own versus views which represent those of the full Council. This is relevant whether sending correspondence related to a legislative position or corresponding with constituents or representatives of other governmental agencies or organizations.

In the case where the Council has appointed a Council member to serve on a regional governing body to represent the interests of the entire region, the Council member serving on that regional body should clearly state if they are representing the City or the regional board or commission in their positions.

G. **Do Not Attend Staff Meetings Unless Requested by Staff**

Even if the Council member does not say anything, the Council member's presence may imply support, show partiality, intimidate staff, or hampers staff's ability to do its job objectively.

H. **Depend upon the Staff to Respond to Citizen Concerns and Complaints**

It is the role of Council members to pass on concerns and complaints on behalf of their constituents. It is not, however, appropriate to pressure staff to solve a problem in a particular way. Refer citizen complaints to the appropriate senior staff member, according to the protocol on channeling communications. The senior staff member should respond according to the Policy

and Procedure for Responding to Customer Complaints. Senior staff is responsible for making sure the Council Member knows how the complaint was resolved.

I. **Do not Solicit Political Support from Staff**

The City Charter states that "Neither the city manager or any other person in the employ of the city shall take part in securing or shall contribute any money toward the nomination or election of any candidate for a municipal office." In addition, some professionals (e.g., City Manager and the Assistant City Manager) have professional codes of ethics, which preclude politically partisan activities or activities that give the appearance of political partisanship. Council members should avoid any staff interactions that may be construed as trying to shape staff recommendations to be presented to the Council as a whole.

J. **Use of Public Resources**

Members shall not use public resources, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

**J. Use of City Letterhead**

Official Mayor/City Council letterhead should only be used for correspondence signed by the Mayor or City Council members when specifically directed by the Council or consistent with prior City Council direction. This applies to the use of any stationery that could be interpreted as official letterhead.

**1.8. Use of Staff Time**

**A. Do Not Get Involved in Administrative Functions** (exist. Protocol 2.3 E)

The key provisions on Council-staff relations found in section 2.04.170 of the Palo Alto Municipal Code:

"Neither the council nor any of its committees or members shall direct, request or attempt to influence, either directly or indirectly, the appointment of any person to office or employment by the city manager or in any manner interfere with the city manager or prevent the city manager from exercising individual judgment in the appointment of officers and employees in the administrative service. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the city manager, and neither the council nor any member thereof shall give orders to any of the subordinates of the city manager, either publicly or privately."

**B. Respect the "One Hour" Rule for Staff Work**

Requests for staff support should be made to the appropriate senior staff member, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response, will need to be approved by the full council to ensure that staff resources are allocated in accordance with overall council priorities. Once notified that a request for information or staff support would require more than one hour, the Council Member may request that the City Manager place the request on an upcoming Council agenda. The 1-hour rule applies to all Council members equally.

* * *

## SECTION 2 - City Council Conduct with Palo Alto Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect. Council members serve as liaisons to Boards and Commissions, according to appointments made by the Mayor, and in this role are expected to represent the full Council in providing guidance on Council processes or actions to the Board or Commission. Refrain from speaking for the full Council on matters for which the full council has not yet taken a policy position. In other instances, Council members may attend Board or Commission meetings as individuals, and should follow these protocols:

2.1. If Attending a Board or Commission Meeting, Identify Your Comments as Personal Views or Opinions.

Council members may attend any Board or Commission meeting, which are always open to any member of the public. Any public comments by a Council Member at a Board or Commission meeting, when that Council Member is not the liaison to the Board or Commission should make a point to clearly state it is an individual opinion and not a representation of the feelings of the entire City Council.

2.2. Refrain from Lobbying Board and Commission Members.

It is inappropriate for a Council member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, or to advocate a particular policy perspective. It is acceptable for Council members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

2.3. Remember that Boards and Commissions are Advisory to the Council as a Whole, not as Individual Council Members.

The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. Council members should not feel they have the power or right to unduly influence Board and Commission members. A Board and Commission appointment should not be used as a political reward.

2.4. Concerns about an Individual Board or Commission Member Should be Pursued with Tact.

If a Council member has concerns with a particular Board or Commission member fulfilling his or her roles and responsibilities and is comfortable in talking with that individual privately, the Council member should do so. Alternatively, or if the problem is notresolved, the Council Member should consult with the Mayor, who may address the issue to the Council as appropriate.

2.5. Be Respectful of Diverse Opinions.

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council members may have a closer working relationship with some individuals serving on Boards and Commissions but must be fair to and respectful of all citizens serving on Boards and Commissions.

2.6. Keep Political Support Away from Public Forums.

Board and Commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely, Council members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Council member.

2.7. Maintain an Active Liaison Relationship.

Appointed Council liaisons or alternates are encouraged to attend all regularly scheduled meetings of their assigned Board or Commission.

2.8 Role of Council Liaison to Board or Commission

The role of Council liaison to a Board or Commission is to share prior Council discussions and actions on issues as applicable, and assist the Board or Commission in understanding likely Council perspectives on issues as well as how the Board or Commission might support Council decision-making.

* * *

## SECTION 3 - STAFF CONDUCT WITH CITY COUNCIL

**3.1. Respond to Council Questions as Fully and as Expeditiously as is Practical**

The protocol for staff time devoted to research and response is in application here. If a Council Member forwards a complaint or service request to a department head or a Council Appointed Officer, there will be follow-through with the Council Member as to the outcome.

**3.2. Respect the Role of Council Members as Policy Makers for the City**

Staff is expected to provide its best professional recommendations on issues. Staff should not try to determine Council support for particular positions or recommendations in order to craft recommendations. The Council must be able to depend upon the staff to make independent recommendations. Staff should provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for staff recommendations and alternatives

**3.3. Demonstrate Professionalism and Non-Partisanship in all Interactions with the Community and in Public Meetings**

**3.4. It is Important for the Staff to Demonstrate Respect for the Council at a**ll Times. All Council members Should be Treated Equally

* * *

**THIS SECTION UNDER REVIEW To be reviewed in 2023**

## SECTION 4 - CITY COUNCIL AND BOARDS AND COMMISSIONS POLICY FOR TRAVEL AND MISCELLANEOUS EXPENSE REIMBURSEMENT

This policy is set by the City Council and applies to Council members and to Board and Commissions members, who will be referred to as "Officials" in the policy. In reimbursing travel and miscellaneous expenses, a municipal purpose requiring the expenditure of public funds must be in evidence; also, in accord with the Charter and Municipal Code, such expenditures must be from authorized appropriations.

### 4.1. Eligible Activities

The following activities ("Eligible Activities") are recognized by the Council as advancing municipal purposes and are eligible for expense reimbursement, subject to limitations on activities and specific and total expenditures described elsewhere in this policy:

A. Communicating with representatives of regional, state and national government on adopted city policy positions;

B. Attending educational seminars designed to improve officials' skill and information levels;

C. Participating in regional, state and national organizations whose activities affect the City's interest;

D. In collaboration with City staff, implementing a city-approved strategy for attracting or retaining businesses to the City.

All other expenditures require prior approval by the City Council at a regular or special meeting.

### 4.2. Out-of-Town Conferences or Meetings

#### A. Reimbursement

All payments for travel and meetings shall be on the basis of either reimbursement of expenses advanced by the Council Member/Official or payments made directly to travel agencies/websites, hotels, airlines or the organization sponsoring the meeting. All requests for payments or reimbursements must be accompanied by invoices or paid detailed receipts and a copy of descriptive literature about the conference or meeting. The City Clerk, Mayor or Chair for Officials must approve, in advance, individual travel requests for out-of-town meetings and conferences, e.g., Annual League of California Cities Conference, National League of Cities Conference, etc., including Eligible Activates.

Allowable expenses for local or Bay Area Eligible Activates do not require prior approval by the Mayor or Chair.

The total reimbursement shall not exceed the budget adopted by the Council for this purpose.

All reimbursements shall comply with the limits of Policy and Procedures 1-02 (Citywide Travel Policy).

Expense reports should be submitted within 30 days of end of trip. Inability to provide such documentation in a timely fashion may result in expense being borne by the Council Member or Official.

- **Meals**

The City will provide a per diem ("per day") allowance for meals and incidentals to Council members or Officials who are approved to travel overnight for official City business. Council members or Officials will receive a flat rate for meals and will not be required to submit receipts.

The per diem rate varies and is dependent on the destination of travel. The rates for the various travel destinations are available on the U.S. General Services Administration website (http://www.gsa.gov/portal/content/104877). When meals are provided at an event, the value of that meal will be deducted from the daily per diem rate. Travelers will receive 75% of the daily per diem amount on days requiring transportation to and from the location (i.e., departure day and return day) regardless of departure and arrival times. Meals provided on days of travel shall be deducted at full-value.

**C. Lodging Expense**

Council members or Officials shall select single occupancy, standard, non-deluxe accommodations and should stay at hotels offering economical lodging rates. When possible, travelers attending a conference or seminar should stay at conference hotels, which offer a negotiated rate.

The City will not reimburse any cost related to the extension of a hotel stay beyond the time necessary to complete the event. An out-of-state trip involving cross-county travel may require hotel accommodations both before and after the conference or training.

Within California and adjoining states, an extra night's hotel stay should not be necessary if flight arrangements can be made the same day.

The use of hotels is restricted to cities located beyond 50 miles (one-way) from the City of Palo alto or the traveler's residence (whichever is shortest). For example, if the destination is Sacramento and you live in Palo Alto (118 miles) or Oakland (81 miles), you would qualify for a hotel (and per diem for meals). However, if you live in Vacaville (35 miles) or Lodi (36 miles) you would not qualify for a hotel.

Expenses incurred for guests of the traveler and the like are not reimbursable.

Incidental expenses related to City business shall be reimbursed at cost as supported by submitted receipts. Incidental expenses may include hotel parking charges, Internet connection services, and telephone charges.

The actual costs for parking will be reimbursed when approval to use a personal vehicle or rental car is obtained in advance. Council members or Officials should use the lowest cost alternative for parking within a reasonable area from the destination. Internet connection services purchased to conduct City business are reimbursable. Other charges on the hotel bill, such as pay-TV movies, cleaning, laundry, room service charges or charges for additional guests are not reimbursable.

**D. Transportation**

*1) Air Transportation*

Council members or Officials shall fly economy class on the lowest flight available for the most direct route to the final destination, which could reasonably include scheduled layovers. Council Members or Officials are encouraged to make air reservations as early as feasible to obtain the greatest discount and to consider the use of alternate but nearby airports to take advantage of the lowest fares. Extension of the trip to cover a weekend stay to obtain a lower airfare does not entitle the Council Member or Official to be reimbursed for the extra day's hotel.

Council members or Officials may use City travel to qualify for frequent flyer credits, but the selection of an airline for a given trip shall not be made for the purpose of accumulating such credits. Council members or Officials that choose to use their personal frequent flyer miles for City business shall not be reimbursed for the value of the tickets. If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

*2. Rental Cars*

Rental cars shall be approved if other ground transportation, such as shuttles or taxis, is more expensive during the stay at the destination. Only economy or compact car models may be rented unless an upgrade is provided by the rental agency at no additional cost. Because the City is self-insured, Council members or Officials should decline any additional insurance offered by the rental company. Council members or Officials must also decline the Fuel Purchase Options (which allows for prepayment of a gas tank refill) and shall refuel prior to returning the rental car. Rental car options such as GPS devices and any other extra optional charges are not reimbursable.

The use of a rental car, in lieu of a private auto, to travel to and from an out-of-town event will be reimbursed either at the current IRS mileage rate or the car rental cost apportioned for the number of days used for City business, whichever is less.

*3. Private Automobiles*

Private automobiles may be used for personal or group transportation on extended trips.

Reimbursement shall be made at the current IRS mileage rate. The distance to be reimbursed shall be measured from the place of work and from the employee's home, and the calculated mileage reimbursement shall be based upon which of the two distances is shorter. Mileage reimbursement for private automobiles shall not exceed the cost of roundtrip air transportation (economy class) for a reservation made at least seven days in advance of the trip.

**4.3. Local or Bay Area Activities**

Council members or Officials who have been requested or designated to represent the City may receive the actual cost of:

A. Meals, if they are a scheduled feature of the activity, e.g., SCCCA dinner meetings.

B. Registration fees where applicable.

C. Mileage if activity is outside the City (mileage claims should be submitted monthly, with details: date and type of meeting, number of miles traveled to be indicated), consistent with City Policy and Procedures 1-02.

D. Council members and Officials may be reimbursed by the City for use of a private bicycle to attend local or Bay Area activities outside the City of Palo Alto consistent with City Policy and Procedures 2-9.

**4.4. Other Expenses**

Ethics Training Expenses – AB1234 requires ethics training every two years and such fee and related expenses are eligible for reimbursement.

**4.4. Activities Not Considered Reimbursab**le

A. Voluntary attendance at any conference or meeting, not representing the City.
Meetings of social or service organizations.

B. Meetings of voter groups or with individual citizens concerned with agenda items.

- Election campaign activities.
- Alcohol and entertainment expenses.
- Personal portion of the trip and other non-mileage automobile expenses.

**4.6. Reports to Council**

Council members and officials shall provide brief verbal reports on meetings attended at the City's expense at the next regular Council/Board/Commission meeting. If multiple Officials attended, a joint report may be made. All related documents are subject to the Public Records Act and can be periodically reviewed by auditors.

**4.7. Violation of This Policy**

Use of public resources or falsifying expense reports is in violation of this policy and may result in

any or all of the following:

- Loss of reimbursement privileges
- A demand for restitution to the City
- The City reporting the expenses as income to the elected or appointed Official to state and federal tax authorities
- Civil penalties of up to $1000 per day and three times the value of the resources used
- Prosecution for misuse of public resources

**4.8. Mayor and Vice Mayor Additional Compensation**

The Mayor shall receive $150 monthly and the Vice Mayor $100 monthly to defray additional expenses of these offices.

**4.9. Support Services**

The City Clerk's Office makes travel arrangements for Council members. This service includes conference registration, hotel reservations, per diem advances and reimbursement of unforeseen expenses. The department liaison for each board and commission will be responsible for arrangements for Officials.

**4.10. Miscellaneous Expenditures**

***New Language*: Miscellaneous Expenditures**

| **Existing Language** |
|---|
| None |
| **Proposed New Language** (updated after Dec. 13 P&S Discussion) |
| X.1 Expenditure of City Council Contingency Funds<br>Expenditures from the City Council Contingency budget must be directed by Council motion, either via a colleagues memo or as part of an agendized item.<br><br>X.2 City Purchase of Tickets or Sponsorship of Non-Profit Organization Events<br>the City Manager may purchase tickets or sponsor events by non-profit organizations, subject to budget availability, under any of the following circumstances:<br>1. where the event serves a City educational purpose,<br>2. recognition for work done by staff (not including elected or appointed officials), or<br>3. expending budget allocations specifically intended for event attendance.<br><br>x.3 Expenditure for Annual Holiday Event<br>Expenditures from the Council special event budget may be directed to be expended for an annual holiday celebration, subject to budget availability for attendance by Council members, executive leadership staff and community leaders. Event details will be coordinated by the Mayor and facilitated by staff. |

* * *

**SECTION 5 - Confidentiality, Conflicts of Interest, Gifts And Favors**

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests. There are many State laws regarding confidentiality, conflicts of Interest, and gifts and favors. Council members should stay apprised of and comply with State law on these topics.

CITY OF PALO ALTO

DRAFT FOR REVIEW - As of Dec. 14, 2022

(Redlined)

# CITY COUNCIL PROCEDURES AND PROTOCOLS HANDBOOK

**Procedures and Protocols Approved 02/01/2020 with New Table of Contents Structure for Review**

*If you have any questions about this handbook, please feel free to contact the City Clerk by phone at (650) 329-2571 and e-mail at city.clerk@cityofpaloalto.org or the City Attorney by phone at (650) 329-2171 and e-mail at city.attorney@cityofpaloalto.org.*

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(note: page numbers may be off and will be updated after Council review on Dec. 19)


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# Introduction

The purpose of this City Council Procedures and Protocols Handbook is to review ~~communicates~~ a set of rules through which the Palo Alto City Council conducts its business in a fair, equitable and effective manner. ~~The Handbook consists of two parts: Procedures describing the process through which work is done, and Protocols that set expectations for conduct and behavior.~~ Adoption of the Handbook is requirement of the Palo Alto Municipal Code~~:~~

> Municipal Code 2.04.100 ~~—~~ Handbook of procedural rules
> The Council shall adopt by resolution a handbook of procedural rules governing any aspect of the conduct of meetings and hearings for the council and its standing committees, including but not limited to agenda requirements, the order of business, rules of order, rules of evidence, closed session procedures and rules for public participation in meetings. The handbook of procedural rules shall be deemed guidelines and failure to comply with any procedural rule shall not be the basis for challenge to or invalidation of any action of the council, nor shall they be construed to create any independent remedy or right of action of any kind.

**The handbook is organized in two parts:**

**Part I: City Council Procedures**
This section explains the process through which work is done and basic rules for City Council meetings including public participation guidelines.

**Part II: City Council Protocols**
This section explains conduct guidance for the City Council.

If a provision of this Handbook conflicts or is inconsistent with the Charter, the Municipal Code, or State or Federal law, the Charter, Code, or State or Federal law shall govern.

# PART I: CITY COUNCIL PROCEDURES

## SECTION 1 – CITY COUNCIL ORGANIZATION AND STRUCTURE

1.1. **Annual Organization of City Council**

The Palo Alto Charter, Article III, Section 8 directs Council to elect one of its members to serve as Mayor and one as Vice-Mayor, and sets forth their duties. Palo Alto Municipal Code Section 2.04.060 provides additional detail. Mayor and Vice-Mayor are elected at the first meeting in January each year. Nominations may be made by any Council member and do not require a second.

| Existing Language |
|---|
| See above |
| Proposed Additional Language (per the Dec. 13 P&S Discussion) |
| The assignment of Mayor shall rotate based on consecutive years served and ranked by votes received in the general election. |

1.2. **Council Committees**

**1. Standing Council Committees**

***Policy***

It is the policy of the Council to use standing committees in open and public meetings to study City business in greater depth than what is possible in the time allotted for Council meetings.

***Purpose***

These rules are intended to enhance public participation and committee meetings so that the best possible decisions can be made for Palo Alto.

***General Requirements***

Council standing committees shall be subject to the following procedural rules:

- *Quorum*

A majority of the committee membership shall constitute a quorum.

- *Referrals* [REWRITTEN to comply with law]

Only the Council or City Manager shall make referrals to the standing committees. Referrals will generally be directed to only one of the standing committees. Items may be withdrawn from the committee and taken up for consideration by the Council at any Council meeting with the consent of a majority of the Council, and subject to any applicable noticing or agenda posting requirements.

Council members who submit matters to the Council which are referred to a standing committee may attend the committee meeting but only as an observer; they may not speak or otherwise participate in the committee meeting.

If Council wishes to allow members who are not serving on the committee to speak, the meeting should be noticed as a meeting of the full Council, and all Council procedural requirements will apply.

- *Function of committees*

The purpose and intent of committee meetings is to expedite Council action by providinge ~~for~~ more thorough and detailed discussion and study of prospective or current Council agenda items with a full and complete airing of all sentiments and expressions of opinion on City problems by both the Council and the public~~, to the end that Council action will be expedited~~. Actions of the committee shall be advisory recommendations only to the full Council, except as to matters expressly delegated to the committee by Council. Matters requiring Council action may not be delegated (e.g., approval of contracts, employee appointment or removal, and adoption of ordinances or resolutions).

- *Minutes and Report of Committee*

The City Clerk shall be responsible for the preparation and distribution to the Council of the minutes of standing committee meetings. The minutes for these meetings shall be action minutes which reflect the motions made during these meetings. ~~The minutes shall be delivered to all Council m~~Members ~~before the Council meeting at which the committee's recommendations are to be discussed.~~ The minutes of each committee meeting serve as the report to the Council and should be included, as appropriate, in subsequent relevant staff reports.

~~• *Report of committee*~~

~~The minutes of each committee meeting shall serve as the report to the Council. Any member may write a separate report.~~

- *Agenda*

The chairperson of each standing committee shall work with staff to prepare the agenda for committee meetings. Items should be scheduled as they are ready, taking into account the sequence of referral, the time required for staff research and analysis to support committee discussions, the time-sensitivity of items, and other factors as determined by the chair and City Manager.

- *Public Participation at Committees*

~~Public comment on agenda items will be limited to a maximum of five minutes per speaker, or any alternate time limit specified by the presiding officer.~~ The chair shall determine the time that each speaker is allotted during general public comment and public comment on agendized items. The chair will typically set speaking time somewhere between 3 and 5 minutes. If extended public participation is desired the chair may provide for a longer period; if there are a large number of speakers or many agenda items, speaking time may be shortened.

[The two subsections below have been deleted because they are obsolete (#8) or factored into subsections above (#9 is now part of #7 above)]

- ~~*Conduct of standing committee meetings*~~

~~The chairperson of each committee may conduct meetings with as much informality as is consistent with Council procedural rules, which shall also be in effect during committee meetings. The views of interested private citizens may be heard in committee meetings, but in no case shall a committee meeting be used as a substitute for public hearings required by law.~~

- ~~*Oral Communications*~~

~~Opportunities for oral communications shall be provided in the same manner as Council meetings.~~

## B. ~~Standing Committees~~Policy and Services Committee

1) ~~*Policy and Services Committee –*~~ *Role, Purpose, and Work Planning*

The Municipal Code states that the role of the Council Policy & Services Committee is to consider and make recommendations on matters referred to it by the council relating to parliamentary and administrative procedures and policy matters pertaining to intergovernmental relations, personnel policies, planning and zoning, traffic and parking, public work, and community and human services. (§2.04.220). In 2009 and 2010, the Council reviewed the purpose and structure of the Committee and adopted several recommendations. This section documents Council's motions related to the Policy & Services Committee.

Purpose Statement: The purpose of the Policy & Services Committee is to review and identify important community issues and City policies and practices to ensure good public policy. The Committee shall consider and make recommendations to Council on matters relating to parliamentary protocols, procedures and policy matters.

***New Language*: Add other Standing Committees (Finance, City Schools, and CAO)**

| **Existing Language** |
|---|
| None |
| **Proposed New Language** |
| C. Finance Committee<br>~~– Role, Purpose, and Work Planning~~<br>The Municipal Code states that the role of the Council Finance Committee is to consider and make recommendations on matters referred to it by the C~~c~~ouncil relating to finance, budget, financial audits, capital planning and debt. (§2.04.210).<br><br>D. Council Appointed Officers (CAO) Committee<br>In addition to the Policy & Services and Finance Committees, which are described in the Municipal Code, ~~Council~~ the Mayor each year appoints members to two additional committees that have continuing subject matter jurisdiction and are not intended to be temporary: the Council Appointment Officers (CAO) Committee, and the City-Schools Liaison Committee.<br><br>The CAO Committee meets on an as-needed schedule to address issues that Council has referred to the Committee related to Council's four direct appointees: the City Manager, City Attorney, City Clerk and City Auditor. For example, the committee may be tasked with duties related to performance evaluations, compensation, and the filling of vacancies.<br><br>E. City Schools Liaison Committee<br>The City-Schools Liaison Committee is composed of two Council members and two members of the Board of Education of the Palo Alto Unified School District. The committee's purpose is to share information, collaborate, and coordinate on issues related to Palo Alto's school-aged children and youth. |

## ~~C~~F. Ad Hoc Committees ~~and Committee as a~~of the ~~Whole~~

***Policy***

The Council may create Ad Hoc Committees or the Committee of the~~as a~~ Whole on a limited basis where necessary to study City business in greater depth than what is possible in the time allotted for Council and Standing Committee meetings.

***Purpose***

These rules are intended to clarify the distinctions between Standing and~~,~~ Ad Hoc Committees~~, and the Committee as a~~of the ~~Whole~~ and to set up guidelines for creation of Ad Hoc Committees. ~~and the Committee as a Whole.~~

***General Requirements***

Council Ad Hoc Committees ~~and the Committee~~ of the~~as a Whole~~ shall be subject to the following procedural rules:

*A. Definition of Ad Hoc Committee*

An Ad Hoc Committee is a temporary advisory committee composed solely of less than a quorum of members of the Council or any Council Standing Committee. The work of an Ad Hoc Committee has a limited or single purpose. An Ad Hoc committee is not intended to be perpetual but rather to be dissolved in a finite period time, once its specific task is completed. By contrast, a Standing Committee has continuing subject matter jurisdiction over a variety of related topics.

~~*B. Definition of Committee as a Whole [DELETION CONFIRMED BY P&S AT DEC. 13 DISCUSSION]*~~

~~A Committee of the~~as a Whole is a committee composed of the entire City Council. The group's ~~work of the Committee as a Whole is limited to a single finite purpose.~~

~~*C.*~~*B. Brown Act*

~~The Committee as a Whole is subject to the Brown Act.~~ The procedural requirements of the Brown Act apply to all committees that have either: (a) continuing subject matter jurisdiction over a matter or group of related matters; or (b) a regular meeting schedule set by Council action. All Standing Committees are Brown Act bodies. Ad hoc committees are generally not Brown Act bodies, provided that they are temporary bodies, formed for the purpose of addressing a limited or single purpose, include only members of Council, and do not have a regular meeting schedule set by Council action. When Council creates an Ad Hoc committee that is not a Brown Act body, Council may, at its discretion, direct that the committee follow Brown Act procedures.

~~*D.*~~*C. Creation and Appointment*

The Mayor or the City Council may create an Ad Hoc Committee and appoint three or fewer members of the Council to serve. In contrast, only the Council and not the Mayor alone can create a Standing Committee; the Mayor makes appointments to Standing and Ad Hoc Committees. The Mayor will publicly announce any Ad Hoc Committee created by her or him, its membership and stated purpose and post this information on the City Council

website. The City Manager shall prepare a report to Council about the anticipated time commitment required for staff to assist the Ad Hoc Committee.

~~E.~~D. *Duration*

Ad Hoc Committees are created for a finite period of time. If an Ad Hoc Committee does not complete its task by the end of the calendar year, it shall not continue unless reappointed by the new Mayor in the following year.

~~F.~~E. *Members*

Ad Hoc Committees shall consist of less than a quorum of Council members only, and shall not include any other persons, including~~such as~~ members of other legislative bodies.

~~G.~~F. *Reporting [Updated to conform to current practice]*

Ad Hoc Committees shall report their recommendations to the Council ~~no less than~~in the timeframe directed by Council. Any Council Member may ask during COUNCIL MEMBER QUESTIONS, COMMENTS AND ANNOUNCEMENTS that an updated Ad Hoc Committee report be placed on an upcoming meeting agenda.

~~H.~~G. *Termination of Ad Hoc Committee by Majority of Council*

A majority of the Council may vote to terminate any Ad Hoc Committee following placement of the issue on an agenda.

~~I.~~H. *Conclusion*

A public announcement shall be made any time the Ad Hoc Committee has concluded its work and/or upon dissolution.

**1.3. Respect the Work of the Council Standing Committees [UPDATED to reflect current practice]**

Council should respect the work of the Standing Committees, as their ~~The~~ purpose ~~of the Council standing committees~~ is to provide focused, in-depth discussion of issues to help inform and expedite Council business. ~~Council should respect the work of the committees.~~ If a matter is taken forward to the full Council for approval after receiving a unanimous vote at Committee, the item will be placed on the Consent Calendar, unless otherwise recommended by the Committee, Mayor, City Attorney or City Manager ~~if any of these entities believe the item is of significant public interest~~.

* * *

**SECTION 2 - GENERAL PROCEDURES FOR CITY COUNCIL MEETINGS**

The purpose of these guidelines is to facilitate the orderly and efficient conduct of Council business. This purpose recognizes the value of establishing a community understanding of meeting procedures so that broad public participation is encouraged. This purpose also recognizes that Council m~~M~~embers must have a common approach to the discussion and debate of City business so that meetings are both streamlined and thorough.

These are guidelines, rather than rules. The Council intends that City staff and Council members will follow these guidelines. However, these guidelines should not be used in a way that leads to inefficiency,

unfairness, or the promotion of form over substance. State law establishes a variety of *mandatory* meeting rules the City must follow in order to assure open and public government, regardless of unusual situations and consequences. (See Cal. Govt Code section 54950.)

**2.1. Meeting Schedules, Agendas and Supporting Materials**

**A. Meeting Schedules for Regular and Special Meetings**

The City Council generally conducts two different kinds of meetings: Regular Meetings and Special Meetings.

The Municipal Code provides that regular City Council meetings are conducted at City Hall on the first three Monday nights of each month, except during the Council's annual summer and winter recesses, at 6 p.m.

The Council also schedules periodic special meetings, which are meetings on any day or time other than the regular meeting time. This may include meetings on the regularly-scheduled first three Mondays where the start time is 5 p.m. or earlier, or meetings on a fourth or fifth Monday, or meetings scheduled on any other day or time.

~~Special meetings are "special" because the Mayor or Council can call them on a minimum of 24 hours' notice, or because they are held on a different day of the week, at a different time, or in a different location.~~ The Mayor or Council may call a Special meeting on a minimum of 24 hours' notice. Special meetings need not be held at City Hall, as long as the alternate location is within the City. The Council makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

**B~~A~~. Posting of Agendas**

Under the Brown Act, meeting agendas must be posted no later than ~~the Friday~~72-hours prior to regular meetings and 24-hours prior to special meetings ~~immediately preceding the meeting~~. It is City policy to make every effort to post the agenda on Thursday, 11~~eleven~~ days prior to Monday meetings, whether regular or special. Agendas are posted in King Plaza by the elevators and are uploaded to the City Council web page.

**C~~B~~. Supporting Reports and Materials (exist. Procedures 2.3.2)**

It is City policy to make every effort to provide supporting reports and materials at the time the agenda is posted. Typically, this will occur ~~eleven~~11 days before the meeting. Materials that are not available at the time of agenda posting will be distributed as soon as feasible before the meeting. Materials that are distributed to a majority of Council will be made available to the public at the same time, as required by law. Some materials, such as presentation materials or "supplemental memoranda (previously referred to as "at places" memoranda) may be distributed to Council m~~M~~embers and the public at the meeting.

**D~~C~~. Late Submittal of Correspondence or Other Information Related to Planning Applications**

In order to allow for adequate staff review and analysis, and to ensure public access to information, all plans, correspondence, and other documents supporting planning applications being heard by the

City Council must be submitted to staff not later than noon 5~~five~~ working days prior to the release of the Council Agenda Packet. If any correspondence or other information is submitted after this deadline to Council members or staff, and staff determines additional review is needed, staff will reschedule the item for a future Council meeting. If a Council member receives planning application materials from a project applicant, or receives other significant material related to the application from any source, he or she shall notify the City Clerk and the City Manager as soon as possible so that all relevant material can be entered into the official record and made available to all parties and the public. ~~There are no restrictions on the rights of applicants or others to comment or respond to information contained within the Staff Report.~~ At the meeting the City Council may determine whether to continue or refer the item to the appropriate Board and/or Commission if significant changes to a project or significant new information become known. ~~Nothing in this statement is intended to restrict the rights of applicants or other interested parties to respond to information contained in or attached to a~~the Staff Report.

**2.2. The Mayor and Vice Mayor Should Work with Staff to Plan the Council Meetings**

There are three purposes to the pre-Council planning meeting: 1) to plan how the meeting will be conducted, including review of approximate time allocation of Staff Report presentations and to ensure adequate time for large complex items; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings. Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard.

The purpose of the meeting is not to work on policy issues. Normally, only the Mayor and Vice Mayor are invited and expected to attend the pre-Council meetings with the City Manager and other CAOs, and Department Managers. The Mayor and Vice Mayor's role is to represent the interest of the entire Council.

**2.3. Attendance Procedures**

**A. Attendance Required**

Council m~~M~~embers, the City Clerk, City Attorney, and City Manager, along with any other ~~c~~City officers and department heads that have been requested to be present, shall take their regular stations in the Council ~~c~~Chambers at the start of every scheduled meeting. The ~~P~~presiding ~~O~~officer will ensure that each meeting will include at least one 10-minute break. The Council expects its members to attend regularly and notify the City Clerk of any planned absences. The Council may levy fines of up to $250.00 against Council members who willfully ~~or negligently~~ fail to attend meetings~~.~~ (PAMC section 2.04.050~~.~~).

**B. Remote Attendance of Council Members at Council and Committee Meetings** [UPDATED to comply with law]

Council members are strongly encouraged to attend meetings in person. State law allows Council members to attend meetings remotely by following the procedures outlined in Government Code Section 54953(b) ("Standard Remote Attendance") or the procedures outlined in Assembly Bill 2449 (2022) ("AB 2449 Remote Attendance"). For convenience, these procedures are described below and are current as of the date of Handbook revision. If state law is subsequently amended, the amended terms of State law will apply.

1) Number of Remote Appearances. Remote attendance shall be permitted not more than ~~3~~ **five (5)** times a year per legislative body (for example, five times a year for full Council meetings and five additional times a year for a Council committee). ~~This includes remote attendance at meetings of Council and Council committees.~~ AB 2449 rules still apply which state that no more than two meetings may be attended remotely for "just cause," as described below.

2) General Procedures for Appearing Remotely. Council members must follow mandatory procedures set forth in State law. ~~For convenience, these procedures are described below and are current as of the date of Handbook revision. If state law is subsequently amended, the amended terms of State law will apply.~~ At any meeting where a Council member is attending remotely, the following requirements must be met:

   i. ~~In addition, a~~At least a quorum of the Council must participate from a singular physical location within the City ~~(Government Code Section 54953(b)(3))~~.
   ii. The agenda must identify and include an opportunity for the public to attend and directly address the council member through a call-in option, an internet-based service option, and in-person at the location of the meeting.
   iii. Council members may not take action if there is an unresolved disruption to the meeting broadcast, to a remote council member's audio or visual feed, or to the ability to take call-in or internet-based public comment.

   If these ~~two~~ above threshold requirements are ~~can be~~ met, the Council member ~~who will be appearing telephonically~~ attending remotely must ensure they follow the procedures associated with either Standard Remote Attendance or AB 2449 Remote Attendance. ~~must ensure that~~:

3) Standard Remote Attendance Procedures. A Council member attending remotely using these procedures must ensure that:

   a. The meeting agenda identifies the ~~teleconference~~ remote attendance location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to ~~the~~a regular meeting and 24 hours prior to a special meeting.

   b. The remote attendance ~~teleconference~~ location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

   c. The remote attendance ~~teleconference~~ technology used is open and fully accessible to all members of the public, including those with disabilities.

   d. Members of the public who attend the meeting at the remote attendance ~~teleconference~~ location have the same opportunity to address the Council from the

remote location that they would if they were present in Council Chambers.

e. The remote attendance ~~teleconference~~ location must not require an admission fee or any payment for attendance.

~~e.~~f. If the meeting will include a closed session, the Council Member must ~~also~~ ensure that there is a private location available for that portion of the meeting. A private location means a closed room such that no other person can hear any portion of the closed session.

If the Council Member intending to follow the procedures of Standard Remote Attendance determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting ~~via teleconference~~remotely using Standard Remote Attendance procedures.

*Standard Remote Attendance Guidelines: [UPDATED to comply with current practice]*

- Five days written notice in advance of the publication of the agenda must be given by the Council member to the City Clerk's office about their intent to participate remotely; the notice must include the address at which the remote attendance will occur, and the address the Council packet should be mailed to, if a hard copy is requested.

- The Council member is responsible for posting the Council agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council member requests; however, it is the Council member's responsibility to ensure that the agenda arrives and is posted. If the Council Member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.

- The Council Member must ensure that the location will be publicly accessible while the meeting is in progress.

- The Council Member must state at the beginning of the Council meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

AB 2449 Remote Attendance Procedures. A Council member attending remotely using these procedures must ensure that: [NEW SECTION TO REFLECT NEW LAW]

1. The Council member has either "just cause" or "emergency circumstances" ~~to do so~~that require remote participation, ~~pursuant to~~as required by AB 2449.

~~1~~2. "Just cause" is defined as:

   a. a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires remote attendance,

   b. a contagious illness that prevents in-person attendance,

   c. a need related to a physical or mental disability which cannot be resolved by a request for reasonable accommodation, or

d. travel while on the business of a state or local agency.

~~2~~3 Notice. A Council member with "just cause" to attend remotely must notify the Council or Council committee and the City Clerk at the earliest possible opportunity, including at the start of the meeting, of their need to participate remotely and provide a general description of the circumstances.

~~3~~4 The Council member is facing "emergency circumstances" that justify remote attendance and the Council or Council committee approves of their remote attendance pursuant to AB 2449.

a. "Emergency circumstances" is defined as a physical or family medical emergency that prevents a Council member from attending the Council meeting in person.

b. Notification and acceptance.

i. A Council member attending remotely due to "emergency circumstances" must notify the Council or Council committee and the City Clerk at the earliest possible opportunity.

ii. The Council or Council committee must request a general description of the circumstances relating to the council member's need to appear remotely. The description does not need to have more than 20 words, and the ~~c~~Council member does not have to disclose any personal medical information.

iii. At the earliest opportunity available to it, the Council or Council committee ~~may~~must, by a majority vote of its members, take action on the request to approve or disapprove it. If the request does not allow sufficient time to place it on the agenda for the meeting for which the request is made, the legislative body ~~may~~ must take action on the request at the beginning of the meeting by majority vote.

~~4~~5 Disclosures. Council members attending remotely must publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member's relationship with the individual.

~~5~~6 Technology. All technology necessary for to attend remotely must function at all times, which must include two-way, live audio and visual communication.

If the Council ~~M~~member intending to follow the procedures of AB 2449 Remote Attendance determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting remotely using AB 2449 Remote Attendance procedures.

*AB 2449 Remote Attendance Guidelines:*
At the start of the meeting, the Council member attending remotely may use the following language to identify under which provision they are attending remotely:

| |
|---|
| **Provision 1:**<br>"I have just cause to attend this meeting remotely under AB 2449. I have not attended a meeting remotely due to just cause more than once this calendar year. I have attended [NUMBER] meetings remotely this calendar year. I must attend this meeting remotely because…<br>1. "… I must provide caregiving to [RELATION]."<br>2. "… a contagious illness prevents me from attending in person."<br>3. "… I have a need related to a disability which could not be accommodated at this meeting."<br>4. "… I am travelling while on official business of [STATE OR LOCAL AGENCY]."<br>"In this room, I am accompanied by…<br>5. "…no one over the age of 18."<br>6. "…one or more individuals over the age of 18. They are [RELATION (e.g., my spouse, coworker, medical provider)]." |
| **Provision 2:**<br>"Due to emergency circumstances, I request to attend this meeting remotely under AB 2449. I have attended [NUMBER] meetings remotely this calendar year. The [PHYSICAL OR FAMILY] medical emergency I am facing requires my remote attendance because [BRIEF DESCRIPTION]."<br>2) "In this room, I am accompanied by…<br>3) "…no one over the age of 18."<br>4) "…one or more individuals over the age of 18. They are [RELATION (e.g., my spouse, coworker, medical provider)]." |

**2.4. Colleagues Memos**

~~Any two~~ Council m~~M~~embers may bring forward a colleague~~s~~ memo on any topic to be considered by the entire Council. A minimum of ~~T~~two Council members are required to place such a memo on the agenda, reflective of the Council procedure requiring a motion and a second for consideration of a motion by the Council. Up to three Council members may sign a colleague memo. To comply with the Brown Act, three is the maximum number Council members who may discuss or sign onto a colleagues memo. Prior to preparing a colleague~~s~~ memo, Council m~~M~~embers ~~will~~should consult with the City Manager to determine whether the City Manager is ~~or is not~~ able to address the issues as part of ~~his/her~~their operational authority and within current budgeted resources. Colleagues memos should have a section drafted by the City Manager that identifies any potential staffing or fiscal impacts of the contemplated action. ~~This section will be drafted by the City Manager.~~ Council members shall provide a copy of the proposed memo to the City Manager and City Attorney prior to finalization. Completed Council colleagues memos ~~shall~~should be provided to the City Manager, City Attorney and City Clerk~~'s staff by noon on the Tuesday 11 days prior to the Council meeting that the memo is intended to be agendized, to provide time for the City Clerk to~~

~~process for the Council packet~~ with as much advance notice as possible, to provide time for staff to prepare the resource impact section and prepare the memo for placement on the agenda.

The ~~City~~ Council will not take action on the night that a colleagues memo is introduced if it has any implications for staff resources or current work priorities which are not addressed in the memo. The Council will discuss the colleagues memo and refer it to a committee or direct the City Manager to agendize the matter for Council action~~, allowing City staff time to prepare a summary of staffing and resource impacts~~. Action may be taken immediately by the Council on colleagues memos where there are no resource or staffing implications, or where these implications are fully outlined in the colleagues memo. The Brown Act requires that the public be fully informed of the potential action by the Council when the agenda is published~~, and in no event less than~~at least ~~72 hours before a scheduled regular Council meeting~~. In order to satisfy the Brown Act requirements, the Council should consult with the City Attorney to ensure that the proposed title to the colleagues memo contains all actions that the Council m~~M~~embers want completed on the night of the Council review.

| **Existing Language** |
|---|
| None |
| **Proposed New Language** (updated after Dec. 13 P&S meeting) |
| Non-urgent Colleagues Memos that will not result in actions completed by the end of the year will not be accepted between the date of an election that includes election of new Council members and the swearing in of a new Council. |

* * *

**SECTION 3 - CITY COUNCIL MEETING ORDER OF THE AGENDA** (exist. Procedures 2.4)

City Council agendas will be prepared by the City Clerk and presented to the City Council in the order described below, except as determined otherwise by the Mayor in consultation with the City Manager. In setting the agenda, the typical order of agenda items is as shown below but the ordering can be changed in the agenda-setting process if needed.~~It is the Council's policy to hear the major items of business first at each meeting, to the extentpossible~~. The City Manager, with prior approval of the Mayor, is authorized to designate upon the agenda ~~of the Council~~ items that shall be taken up first or at a specific time during the course of the meeting~~.~~ (PAMC section 2.04.070.) The City Council may take matters up out of order upon approval by a majority vote of those present:

a. Call to Order
b. Special Orders of the Day
c. Study Session and/or Closed Session
d. Agenda Changes, Additions and Deletions
e. ~~Oral Communications~~General Public Comment
~~f. Approval of Minutes~~
~~g~~.f. Consent ~~Calendar~~Agenda

Items may be placed upon the consent calendar by any council-appointed officer whenever, in such officer's judgment, such items are expected to be routinely approved without discussion or

debate. Council Minutes are approved on Consent. The consent calendar shall be voted upon as one item.
~~h.~~g. City Manager Comments
~~i.~~h. Action Items
~~j. Inter-Governmental Legislative Affairs~~
~~k.~~i. Council Member Questions, Comments and Announcements
~~l.~~j. Adjournment

Items Considered After 10:30 p.m.
The ~~City~~ Council makes every effort to end its meetings before 11~~:00~~ p.m. With that goal in mind, ~~T~~the Council ~~also~~ generally does not ~~take up~~start discussion of new matters after 10:30 p.m. Before 10~~:00~~ p.m. the Council will decide and announce whether it will begin consideration of any agenda items after 10:30 p.m. and, if so, which specific items will be taken up.

**3.1. Call to Order**

**3.2. Closed Sessions** [UPDATED to comply with law and reduce repetitive language]
Closed sessions are the only part of a Council meeting that the public cannot attend though they are allowed to make public comments before the start of the closed session. Council may meet in closed session only as specifically authorized by State law. The most common types of closed sessions are labor negotiations, litigation, employment issues, and real estate negotiations.

The Council ~~must~~will make a public report after the session ~~when certain kinds of actions are taken~~where required by State law.

**A. Closed Session Requirements**

1) *Announcements Before Closed Sessions*
The Mayor/City Clerk shall announce the item or items to be considered in closed session by reference to the appropriate agenda number or letter, or in an alternate form that shall be provided by the City Attorney.

2) *Public Comments*
Members of the public are permitted to make public comments on closed session matters. The City Clerk shall be present in the open session to record Council attendance and any statements made ~~during oral communications~~by the public or by the Council.

3) *Vote to Go Into Closed Session*
The Council shall vote to go into closed session.

4) *Attendance*
The City Manager and City Attorney, or their designees, shall attend closed sessions unless it is necessary to excuse them. ~~Only such a~~aAdditional staff shall attend as ~~are~~ necessary and then only if the legal privileges of confidentiality obtained in an executive session are maintained~~not waived~~.

5) *Public Reports*
State Law and a Palo Alto initiative require the Council to make a public report after a closed

session when certain kinds of actions are taken. (PAMC section 2.04.030). Reports from closed sessions shall be made by the Mayor, the Vice Mayor in the Mayor's absence, or such other City representative as designated by the Council. Such designated person is the only individual authorized to make public statements concerning the closed session.

It is the policy of the City Council to inform the public of action taken in closed session to the greatest extent possible. It is recognized, however, that the need for confidentiality is inherent in closed sessions and that certain matters if revealed may be a detriment to the results desired. The Council shall publicly report:

(a) any decision to appoint, employ, or dismiss a public employee and the roll call vote thereon at its next public meeting,

(b) actions related to litigation and the roll call vote on such actions, unless the report would, in the written opinion of the City Attorney for specifically stated reasons, clearly jeopardize the City's ability to effectuate service of process on one or more unserved parties or impair the City's ability to resolve the matter through negotiation, mediation or other form of settlement. Notwithstanding the City Attorney's written opinion, the Council may under any circumstance, by majority vote, determine that it is in the City's best interests to disclose actions taken in closed session related to litigation. The public report shall be given as soon as possible, but no later than the next regular meeting, and shall include the vote or abstention of every member present. The City Attorney's written opinion shall be made public, along with any action taken and any vote thereon, as soon as any litigation is concluded. The City Attorney shall record any action and vote upon such forms as the City Attorney may deem desirable.

*6) No Minutes*

No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with State law and Municipal Code section 2.04.030. and the Palo Alto initiative.

*7) Confidentiality*

No person in attendance at a closed session may disclose the substance or effect of any matter discussed during the session (PAMC section 2.04.040), except to the extent authorized by a majority vote of Council or as required by a court.

**3.3. Study Sessions**

Study Sessions are meetingsagenda items during which the Council receives information about City business in an informal setting. Study sessions are intended to be discussion items only. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council on issues of significant interest, including City policy matters, zoning applications, and major public works projects. The Council may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council and public.

**A. Study Session Procedures**

1) *Time*
Special study sessions will be held as needed.

2) ~~*No Formal Rules*~~*Topics and Process*

Study sessions are intended to be conducive to in-depth factual presentations by City staff and detailed questioning and brainstorming by Council on issues of significant interest. The Council may discuss the material freely without following formal rules of parliamentary procedure, and the Mayor shall have discretion to determine the appropriate process for conducting the study session, including when public comment ~~and oral communications~~ will be heard.

3) *Public Participation (updated after Dec 13 P&S Discussion)*
Members of the public are allowed to make public comments on study session matters as~~a~~t the time directed by the presiding officer. The general rules of decorum apply.

4) *No ~~Final~~ Action Taken*
Staff may be directed to bring matters back for Council consideration at future meetings, as no action can be taken.

**3.4. Special Orders of the Day**

**3.5. Agenda Changes, Additions, and Deletions**

A. When the Council is unable to complete its agenda, the remaining business will generally be rescheduled as follows~~.~~ ~~(N~~nothing in this section shall be deemed to supersede or conflict with state law~~)~~.:

1) Items Rescheduled to a Date Uncertain
When Council reschedules an item to a date uncertain, the City Manager, Clerk and Mayor shall confer on an appropriate date to reschedule the item.

2) Items Rescheduled to a Date Certain
Council may reschedule an item to a specific future Council meeting.

B. Adding New Items to the Agenda
~~No matters other than those~~ Only matters on the agenda shall be taken up ~~finally acted upon~~ by the Council, except in cases of emergency, as defined by State law. ~~However, emergency actions (as defined in Government Code section 54956.5) and matters upon which there is a lawful need to take immediate action (as defined in Government Code section 54954.2) may, with the consent of two-thirds, or all members present if less than two-thirds are present, be considered and acted upon by the Council.~~

**3.6. ~~Oral Communications~~General Public Comment** (see Section 5 on Public Participation for more details about "General Public Comment")

### 3.7. Consent Agenda

The Consent ~~calendar~~ Agenda ~~portion~~ is the section where items not anticipated to require discussion can be presented and acted upon efficiently by Council. This generally includes administrative items; implementation of policies and programs previously approved by Council, including contracts; and other routine or non-~~-~~controversial items ~~shall be presented~~. The Mayor and City Manager should be sensitive to high dollar value ~~items~~contracts and consider placing those items in the action agenda section. The consent section may include:

**A. Ordinances and Resolutions**

The following ordinances and resolutions may appear on a consent calendar:

- Second Reading (passage and adoption) of Ordinances.
- Resolutions that are ceremonial in nature.
- Ordinances or resolutions that implement a prior Council policy direction in the manner contemplated by the Council's previous actions, in the Adopted Budget (including the Capital Improvement Program and especially in the department key plans)~~;~~, the Council Priorities, and other similar sources.
- Budget amendments that accept funding such as grants or gifts, provided Council has previously approved the activity or program.
- Resolutions approving funding applications, such as grants or loans, provided that the program or activity has been previously approved by Council.
- Clerical amendments to local laws.
- Conforming amendments to local laws that are required by State law, except items of significant public interest.

**B. Administrative Matters Including Contracts, Appointments, Approval of Applications, and Any Other Matter**

An administrative matter may be placed on the consent calendar if it is:

1 An action that is merely the administrative execution of previous Council direction. The Council direction and vote will be quoted in the Staff Report accompanying the item.

2 Contracts for which the subject or scope of work has been previously reviewed by the City Council.

3 A contract for goods, general services, professional services, public works projects, dark fiber licensing contracts or wholesale commodities, purchases, as outlined in the Purchasing Ordinance, provided such contracts represent the customary and usual business of the department as included in the Adopted Budget. Examples include~~:~~ routine maintenance contracts, annual audit agreement~~s;~~ software and hardware support agreements, janitorial services, and copier agreements or postage machine agreements.

~~4 Rejection of bids.~~

~~5~~4 Designation of heritage trees.

~~6~~5 Designation of historic building at the request of the property owner if there are no unusual policy ramifications.

~~7~~6 Approval of funding applications, such as grants or loans, provided that Council has previously approved the general program or activity.

7 ~~Formal initiation, for consideration at a later date, of a zoning code amendment or review~~

~~process, such as preliminary review.~~Items identified in the Municipal Code for placement on Consent. This includes, for example, certain appeals of determinations of the Director Planning and Development Services.

8 Approval of minutes.

~~9 Status report required by law for fee administration.~~

9 Cancellation of meetings or scheduling of special meeting.

10 Referral of an item to a Standing Committee, Committee, Board, Commission, or Council Appointed Officer.

11 Other similar matters as determined by the City Manager, in consultation with the Mayor.

~~**2. Request to Refer Items to Any Council Standing Committee, Committee, Board, Commission or Council Appointed Officer**~~

~~The consent calendar includes matters for which staff is merely seeking Council approval of a referral to a Council standing committee or other City official, advisory board or commission. This does not preclude staff from~~Staff are permitted to ~~make~~ing referrals to ~~the standing committees. Staff uses such referrals in order to expedite the business of the full Council, since its agenda is so full. Discussion of a complex issue by another body, provides an opportunity for public input and extended discussion by the members of the body. The full Council is then able to benefit from the minutes of that discussion when the item comes back to the Council for final approval. This practice also allows the City/School Liaison Committee to consider items of interest to both agencies without having to go through the formality of a Council agenda referral.~~

**C. Items Unanimously Recommended for Approval by a Council Committee or Council-Appointed Board or Commission, Unless Otherwise Recommended by the Committee/Commission, Mayor, City Attorney or City Manager**

Items recommended unanimously for ~~A~~approval by ~~any~~ Council committees and Council-~~A~~appointed ~~B~~boards and ~~C~~commissions are generally placed on Consent, except ~~P~~~~rovided that Other Public Hearing Requirements are Not in Effect or A~~as otherwise recommended by the Committee, Board or Commission, or the Mayor, City Manager or City Attorney, or as required by law.

**~~3.~~2. Public Comment on Consent Agenda**

Members of the public wishing to speak to items on the Consent Calendar shall be permitted to speak prior to Council Member requests to remove an item or the vote to adopt the Consent Calendar.

**~~4.~~3. No Discussion or Debate; Voting; Recusals; ~~Council~~ Speaking to a No Vote**

~~While No~~ There shall not be discussion or debate on any item on the Consent agenda. ~~there is no Council discussion or debate shall be permitted upon~~on items ~~upon the Consent Agenda,; however~~, ~~a~~

A Council member who needs to recuse themself from a Consent item shall inform the Mayor and make any public disclosure that is required. The Clerk shall record the recusal on the item.

Any Council ~~M~~member may request that his or her vote be recorded as a "no" on any item or items on the Consent agenda. Any Consent item not receiving the number of "yes" votes required for the item is not approved. ~~or "not participating" due to a specified conflict of interest on any individual item~~.

Council m~~M~~embers may ~~also~~ explain their "no" votes at the end of the Consent Agenda~~Calendar~~, with ~~a~~ 3~~-~~minutes ~~time limit~~permitted for non-appeal items and 5 minutes for appeal items for each Council m~~M~~ember. Council m~~M~~embers may also submit statements in writing to the City Clerk before action is taken. The City Clerk shall preserve and make available such written statements in a manner consistent with the Brown Act and shall assure that the minutes of the meeting make reference to the existence and location of such written statements.

**~~5.~~4. Council Requests to Remove Items from Consent Agenda**

Three Council m~~M~~embers may request that an item be removed from the consent ~~calendar~~agenda ~~following public comment on the C~~cConsent a~~Agenda~~. ~~The City Manager's office should be advised whenever possible, in writing, of a request for removal no later than noon the Sunday before the meeting.~~

Removed items will be heard either later in the meeting or agendized for a subsequent meeting, depending upon the number of speakers, the anticipated length of the items that have been officially scheduled for discussion on a particular evening, the availability of staff required to support the discussion, and legally- required noticing procedures. The Mayor, in consultation with the City Manager, will decide when any removed items will be heard.

Council members who intend to request to remove an item should inform the City Manager's office ~~-~~no later than noon the Sunday before the meeting. This is so that the Manager can assess the operational impacts of rescheduling a removed item to a later agenda and, if appropriate, can arrange for appropriate staff to attend Council to support consideration of the item.

**3.8. City Manager Comments**

**3.9. Action Items**

**3.10. Council Member Questions, Comments, and Announcements (including reports on Boards, Commissions, and Committees)**

The purpose of this agenda item is to allow Council to ~~question staff~~ briefly ask staff about ~~on~~ matters upon which Council has taken action or given direction, make general comments as a reference to staff on factual matters of community concern, or make brief announcements in a manner consistent with Government Code section 54952.2. If more than brief statements are desired, the item shall be agendized for a future meeting in the manner otherwise provided by these Procedures, such as by the City Manager or through a Colleagues Memo. Major ~~P~~policy issues and ~~N~~new assignments will not be ~~given nor will major policy issues be~~ discussed or considered in this item. To the extent possible, Council will confer with staff before raising matters under this agenda item. ~~This agenda item will generally be limited to~~Council Member Questions, Comments, and Announcements will generally last ~~U~~up to 15 minutes ~~in length~~ and the public may not comment.~~speak to matters discussed;~~

**3.11. Adjournment**

* * *

## SECTION 4 - PROCEDURES AT CITY COUNCIL MEETINGS

### 4.1 Council Motion and Voting Processes throughout the Agenda (exist. Procedures 2.4 U and V)

**A. Motions, Debate & Voting**

*Policy and Summary of Rules*

It is the policy of the Council to follow simplified rules of parliamentary procedure for motions, debate and voting as an alternative procedure to Robert's Rules of Order. These rules focus on the types of motions the Council can ~~debate~~make and when those motions are properly used. See the Summary Table below.

*Purpose*

The purpose of these rules to facilitate orderly and thorough discussion and debate of Council business in order to create open respectful discussion and ~~fair~~ results that serve the public interest. ~~These rules shall not be applied or used to create strategic advantage or unjust results.~~

~~*Summary of Rules*~~

~~Palo Alto uses an alternative procedure to does not follow Robert'ss Rules of Order. See the Summary Table below.~~

**B. Motions**

A motion is a formal proposal by a Council ~~M~~member asking that the Council take a specified action. A motion must receive a second before the Council can consider a matter. ~~Matters returning to the Council with unanimous approval from a standing committee will be introduced without a motion if directed by the committee.~~ Motions may be provided to the City Clerk in advance of the City Council meeting so that the Clerk can efficiently post the motion on the screen for the convenience of the community and Council members.

There are two types of motions; these are the "main" motion and any secondary motions. Only one main motion can be considered at a time. The main motion is the first motion to be made and receive a second. A secondary motion is described below which can be considered while a main motion is pending.

### 4.2 Motion Procedures

**A. Main Motion Procedures~~:~~**

*1) Get the Floor*

A Council m~~M~~ember must receive the permission of the Mayor (or other presiding officer) before making a motion.

*2) State the Motion*

A motion is made by a Council mMember (the "maker") stating his or her proposal. Longer proposals can be written and may be in the form of a resolution.

*3) Second Required*

Any other Council mMember (including the presiding officer) who supports the proposal (or who simply wishes it to be considered) may "second" the motion without first being recognized. A motion to raise a question of personal privilege does not require a second.

*4) Motion TranscribedRestated*

The Mayor should restate the motion for the record, particularly if it is long or complex. The Clerk shall transcribe the motion so that Council members, the public and staff can read it.

*5) Lack of a Second*

If there is no second stated immediately, the Mayor should ask whether there is a second. If no Council Member seconds the motion the matter will not be considered.

*6) Discussion*

The maker shall be the first Council Mmember recognized to speak on the motion if it receives a second. The seconder shall be the second Council member to speak on the motion. Generally Council mMembers will speak only once with respect to a motion. If the Mayor or Council permits any Council Mmember to speak more than once on a motion, all Council mMembers shall receive the same privilege.

*7) Secondary Motions*

Secondary motions may be made by a Council Mmember upon getting the floor.

*8) Action*

After discussion is complete the Council will vote on the motion under consideration.

**B. Secondary Motion Procedures**

Only oneWhen a main motion may be entertained by Council at a time. is before the Council, no new main motion shall be entertained. The Council recognizes the following secondary motions which may be considered while a main motion is pending. These motions shall have precedence in the order listed below. This means that a secondary motion that is higher on the list will be considered ahead of a pending secondary motion that is lower on the list:

The purpose of the allowed secondary motions is summarized in the following text and table.

*1) Fix the time to which to adjourn*

This motion sets a time for continuation of the meeting. It requires a second, is amendable and is debatable only as to the time to which the meeting is adjourned.

*2) Adjourn*

This motion ends the meeting or adjourns it to another time. It requires a second and is not debatable except to set the time to which the meeting is adjourned, if applicable. A motion to adjourn shall be in order at any time, except as follows: (a) when repeated without intervening

business or discussion; (b) when made as an interruption of a member while speaking; (c) when the previous question has been ordered; and (d) while a vote is being taken.

*3) Take a recess*

This motion interrupts the meeting temporarily. It is amendable but is not debatable.

*4) Raise a question of personal privilege*

This motion allows a Council Member to address the Council on a question of personal privilege and shall be limited to cases in which the Council Member's integrity, character or motives are questioned or when the welfare of the Council is concerned. The maker of the motion may interrupt another speaker if the presiding officer recognizes the "privilege." The motion does not require a second, is not amendable and is not debatable.

*5) Lay on the table*

This motion is used to interrupt business for more urgent business. A motion to lay on the table requires a second, is not amendable and is not debatable. It shall preclude all amendments or debate of the subject under consideration. If the motion prevails, and the subject is tabled, the matter must be reagendized in the future if further consideration is to be given to the matter.

*6) Previous question*

This motion "calls the question" by closing debate on the pending motion. A motion for previous question requires a second, is not debatable and is not amendable. It applies to all previous motions on the subject unless otherwise specified by the maker of the motion. If motion for previous question fails, debate is reopened; if motion for previous question passes, then vote on the pending motion. A motion for previous question requires a two-thirds vote of those Council m~~M~~embers present and voting.

*7) Limit or extend debate*

This motion limits or extends the time for the Council or any Council Member to debate a motion. It requires a second, is amendable and is not debatable. The motion requires a two-thirds vote of those Council m~~M~~embers present and voting.

*8) Continue to a certain time*

This motion continues a matter to another, specified time. It requires a second, is amendable and is debatable as to propriety of postponement and time set.

*9) Refer to a city agency, body, committee, board, commission or officer*

This motion sends a subject to another city agency, body, committee, board, commission or officer for further study and report back to Council, at which time subject is fully debated. It requires a second, is amendable, and is debatable only as to the propriety of referring. The substance of the subject being referred shall not be discussed at the time the motion to refer is made.

*10) Amend or substitute*

This motion changes or reverses the main motion. It requires a second, is amendable, and is debatable only when the motion to which it applies is debatable. A motion to amend an amendment is in order, but one to amend an amendment to an amendment is not. An amendment

modifying a motion is in order but an amendment raising an independent question or one that is not germane to the main motion shall not be in order. Amendments take precedence over the main motion and the motion to postpone indefinitely.

### C. Motion Process Reference Chart

| Motion | Description | 2nd Required | Debatable | Amendable | 2/3 Vote |
|---|---|---|---|---|---|
| Fix the time to which to adjourn | Sets a next date and time for continuation of the meeting | ~~X~~YES | Only as to time to which the meeting is adjourned | ~~X~~YES | NO |
| Adjourn | Sets time to adjourn. Not in order if (a) repeated without intervening business (b) made as an interruption of a member while speaking; (c) the previous question has been ordered; and (d) while a vote is being taken | ~~X~~YES | Only to set the time to which the meeting is adjourned | NO | NO |
| Take a recess | Purpose is to interrupt the meeting | ~~X~~YES | NO | ~~X~~YES | NO |
| Raise a question of privilege | Allows member to address Council on a question of personal privilege limited to Council welfare or cases where a member's personal integrity, character, or motives are questioned. | NO | NO | NO | NO |
| Lay on the table | Interrupts business for more urgent business | ~~X~~YES | NO | NO | NO |
| Previous question (close debate or "call the question") | Closes debate on pending motion | ~~X~~YES | NO | NO | ~~X~~YES |
| Limit or extend limits of debate | Purpose is to limit or extend debate | ~~X~~YES | NO | ~~X~~YES | ~~X~~YES |
| Motion to continue to a certain time | Continues the matter to another, specified time | ~~X~~YES | ~~X~~YES | ~~X~~YES | NO |
| Refer to committee | Sends subject to another city agency, body, committee, board, commission or officer for further study and report back to council, at which time subject is fully debated | ~~X~~YES | Only as to propriety of referring, not substance of referral | ~~X~~YES | NO |
| Amend or substitute | Modifies (or reverses course of) proposed action. Cannot raise independent question. Can amend an amendment, but no further | ~~X~~YES | Only if underlying motion is debatable | ~~X~~YES | NO |
| Motion to Reconsider | Motion that can be made only during the meeting or adjourned meeting ~~thereof~~in which the action was taken | YES | YES | NO | NO |

### 4.3. Voting and Debate of Agenda Items

1. **Presiding officer to ~~state~~ review motion**
   The presiding officer shall assure that all motions are clearly stated before allowing debate to begin. The presiding officer and the maker of the motion ~~may restate the motion or may direct~~ should work with the City Clerk to ~~restate~~clarify the motion before allowing debate to begin. The presiding officer ~~shall restate~~may review the motion ~~or direct the City Clerk to restate the motion~~ prior to voting.

2. **Presiding officer may debate and vote**
   The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all Council m~~M~~embers. The presiding officer shall not be deprived of any of the rights and privileges of a Council ~~M~~member.

3. **Division of question**
   If the question contains two or more divisible propositions, each of which is capable of standing as a complete proposition if the others are removed, the presiding officer may, and upon request of a Council member shall, divide the same. The presiding officer's determination shall be appealable by any Council ~~M~~member.

4. **Withdrawal of motion**
   A motion may only~~not~~ be withdrawn by the maker with~~out~~ the consent of the Council Member seconding it.

5. **Change of vote**
   Council m~~M~~embers may change their votes before the next item on the agenda is called.

6. **Voting**
   On the passage of every motion, the vote shall be taken by voice or roll call or electronic voting device and entered in full upon the record, except where state law requires a roll call vote~~.~~

~~7. **Silence constitutes affirmative vote**~~
   ~~Council mMembers who are silent during a voice vote shall have their vote recorded as an affirmative vote, except when individual Council mMembers have stated in advance that they will not be voting.~~

~~8.~~7. **Failure to vote**
   It is the responsibility of every Council m~~M~~ember to vote unless the member is recused~~unless disqualified for cause accepted by the Council or by opinion of the City Attorney~~. No Council m~~M~~ember can be compelled to vote.

~~9.~~8. **Abstaining from vote [UPDATED to factor in key info from Item G above]**
   Council m~~M~~embers should only abstain if they are not sufficiently informed about an item,

e.g. when there was a prior ~~hearing~~meeting on the topic and they were unable to view the prior meeting before the current meeting. In the event of an abstention, or silence during a vote, the abstainer in effect, "consents" that a majority of the quorum of the Council m~~M~~embers present may act for him or her.

**~~10.~~9. Not participating [UPDATED to comply with current law]**

A Council member who is recused from an item due to a conflict of interest, common law bias, or other legal prohibition shall make disclosures required by law, leave the dais if required, and not participate in any way in the discussion or determination of the item. A Council member may otherwise disqualify themself to avoid an appearance of impropriety.

**~~11.~~10. Tie votes**

Tie votes may be reconsidered during the time permitted by these rules on motion by any member of the Council voting ~~aye~~yes or ~~nay~~no during the original vote. Before a motion is made on the next item on the agenda, any member of the Council may make a motion to continue the matter to another date. To the extent allowed by law, it is the Council's intention that ~~A~~any continuance hereunder shall suspend the running of any time in which action of the ~~City~~ Council is required by law. Nothing herein shall be construed to prevent any Council member from recommending the agendizing of a matter that resulted in a tie vote for a subsequent meeting.

**~~12.~~11. Motion to reconsider**

A motion to reconsider any action taken by the Council may be made only during the meeting or adjourned meeting ~~thereof~~ when the action was taken. A motion to reconsider requires a second, is debatable and is not amendable. The motion must be made by one of the prevailing side of an issue but may be seconded by any Council member. A motion to reconsider may be made at any time and shall have precedence over all other motions, or while a Council member has the floor, providing that no vested rights are impaired. The purpose of reconsideration is to bring back the matter for review. If a motion to reconsider fails, it may not itself be reconsidered. Reconsideration may ~~not~~ be moved ~~more than~~only once on the same motion. However, ~~Nothing herein shall be construed to prevent any~~a Council ~~M~~member may~~from~~ make~~ing~~ a motion to rescind such action at a subsequent meeting of the Council, provided an appropriate item is on the published agenda.

**~~13.~~12. Appeal from the decision of presiding officer**

When the rules are silent, the presiding officer shall decide all questions of order, subject to appeal by a Council ~~M~~member. When in doubt, the presiding officer may submit the question to the Council, in which case a majority vote shall prevail. Any decision or ruling of the presiding officer may be appealed by request of any member. The presiding officer shall call for a roll call or electronic voting device vote to determine if the presiding officer's ruling shall be upheld. If said vote passes or results in a tie vote, the presiding officer's ruling shall stand. If said vote fails, the decision or ruling of the presiding officer is reversed.

**~~14.~~13. Getting the floor; improper references to be avoided**

Every Council ~~M~~member desiring to speak shall address the ~~chair~~ presiding officer and, upon recognition by the presiding officer, every Council ~~M~~member shall be confined to the question under debate, avoiding all indecorous language and personal attacks.

~~15.~~14. **Interruptions**

Except for being called to order, a Council ~~M~~member once recognized, shall not be interrupted when speaking, except as otherwise provided for in these rules. A Council ~~M~~member called to order while speaking shall cease speaking until the question or order is determined, and, if in order, said Council ~~M~~member shall be permitted to proceed.

15. **Council Member Speaking Time**

The presiding officer shall give each Council member up to 5 minutes to speak in each round of discussion during discussions on Council items where discussion takes place. The Council shall follow the speaking times set by the presiding officer and the presiding officer or Vice Mayor shall enforce the speaking time set.

## 4.4 Quasi-Judicial Matters

### A. Quasi-Judicial~~/Planned Community~~ Matters

It is the policy of the Council to assure that the due process rights of all persons are protected during City hearings. A "quasi-judicial" hearing is a hearing that requires a higher level of procedural due process because of the potential impact on life, liberty or property. Usually, quasi-judicial hearings involve consideration of an application ~~a single parcel of land~~ to develop real property. The City, including Council and associated Boards and Commissions, ~~and apply~~ reaches a determination by applying standards and requirements in existing law to the facts and evidence submitted in the hearing ~~in the context of existing law~~. Findings must be stated to explain the evidentiary basis for ~~the~~ Council's final decision.

*Purpose*

These rules are intended to assure that City Council decision making on quasi-judicial matters is based upon facts and evidence known to all parties and to support the role of Boards and Commissions in making independent recommendations to Council.

*General Requirements*

~~For purposes of this Section IV, a Quasi-Judicial Project subject to these rules is a formulated plan to go forward with a particular project or development.~~

*i.* *Quasi-Judicial Proceedings Defined*

Quasi-judicial proceedings subject to these procedural rules include hearings involving the following matters:

a. Conditional Use Permits
b. Variances
c. Home Improvement Exceptions
d. Design Enhancement Exceptions
e. Subdivisions, other than final map approvals
f. Architectural Review
~~g. Assessment Protest Hearings~~
~~h.~~g. Other Matters as Determined by the City Attorney
~~i. Appeals related to any of the above~~

~~j. Environmental Review relating to any of the above~~

ii. *Restrictions on Council Communications Outside of Quasi-Judicial Hearings*

It is the policy of the Council to discourage the gathering and submission of information by Council m~~M~~embers outside of any noticed public meeting, prior to final recommendations by the Architectural Review Board or Planning & Transportation Commission. The following procedural guidelines are intended to implement this policy but shall not be construed to create any remedy or right of action.

iii. *Identification of Quasi-Judicial Matters*

The City Attorney, in conjunction with the City Clerk and City Manager, will identify agenda items involving quasi-judicial ~~decisions~~matters on both the tentative and regular Council agendas. This identification is intended to inform the Council, interested parties, and the public that this policy will apply to the ~~item~~matter.

iv. *Council to Track Contacts*

Council m~~M~~embers ~~will use their best efforts to~~should track contacts with any person or entity pertaining to ~~such identified~~ quasi-judicial~~/planned community decision items~~ matters. Contacts include conversations, meetings, site visits, mailings, or presentations during which substantial factual information about the item is gathered by or submitted to the Council Member.

v. *Disclosure*

When the ~~item~~matter is ~~presented~~agendized ~~to the~~at Council ~~for hearing~~, Council m~~M~~embers will disclose any contacts which have significantly influenced their preliminary views or opinions about the item. The disclosure may be oral or written and should explain the substance of the contact so that the project applicant, other Council m~~M~~embers, interested parties, and the public will have an opportunity to ~~become apprised~~learn of the factors influencing the Council's decision and to attempt to controvert or rebut any such factor during the hearing. Disclosure alone will not be deemed sufficient basis for a request to continue the item. A contact or the disclosure of a contact shall not be deemed grounds for disqualification of a Council Member from participation in a quasi-judicial~~/planned community decision~~ matter unless the Council Member, in consultation with the City Attorney, determines that the nature of the contact is such that it is not possible for the Council Member to reach an impartial decision on the item.

vi. *No Contacts after Hearings*

Following closure of ~~the~~a quasi-judicial hearing, and prior to a final decision, Council Members will refrain from any contacts pertaining to the item, other than clarifying questions directed to City staff.

vii. *Written Findings Required*

On any matter for which state law or City ordinance requires the preparation of written findings, the staff report and other materials submitted on the matter will contain findings proposed for adoption by the Council. Any motion directly or impliedly rejecting the proposed

findings must include a statement of alternative or modified findings or a direction that the matter under consideration be continued for a reasonable period of time in order for staff to prepare a new set of proposed findings consistent with the evidence which has been presented and the decision which is anticipated.

*viii.* *Rules of Evidence*

Council hearings need not be conducted according to formal rules of evidence. Any relevant evidence may be considered if it is the sort of evidence upon which responsible persons rely in the conduct of serious affairs. The presiding officer may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings while ensuring basic fairness and full consideration of the issues involved. Evidentiary objections shall be deemed waived unless made in a timely fashion before the Council.

~~*ix. Burden of Proof*~~

~~The applicant and appellant shall bear the burden of proof on all aspects of the action or relief they seek. The person with the burden of proof must offer evidence to the Council to support his or her position.~~

~~*x.*~~*ix. Council Members Who are Absent During Part of a Hearing*

A Council ~~M~~member who is absent from any portion of a hearing conducted by the Council may vote on the matter provided that he or she has watched ~~or listened to a~~the video ~~or radio broadcast, or video or audio~~ record~~ing,~~ of the entire portion of the hearing from which he or she was absent and if she or he has examined all of the exhibits presented during the portion of the hearing from which he or she was absent. ~~and~~Council members who were absent should state~~s~~ for the record that they have reviewed the proceedings and materials. ~~before voting that the Council M~~member deems himself or herself to be as familiar with the record and with the evidence presented at the hearing as he or she would have been had he or she personally attended the entire hearing.~~

~~*xi. Appeals*~~

~~Appeals to the Council shall be conducted *de novo*, meaning that new evidence and arguments may be presented and considered. All matters in the record before any other City board, commission or official shall be part of the record before the Council.~~

**B. Presenting at Quasi-Judicial ~~/ Planned Community~~ Hearings**

In the case of a quasi-judicial hearing, single applicants and appellants shall be given 10~~ten~~ minutes for their opening presentation and 3~~three~~ minutes for rebuttal before the hearing is closed. In the case of a quasi-judicial hearing for which there are two or more appellants, the time allowed for presentation and rebuttal shall be divided among all appellants, and the total time allowed for all appellants shall be a total of twenty minutes for the opening presentation and six minutes for rebuttal before the hearing is closed; however, ~~under no circumstances shall an~~each individual appellant shall be given a minimum of~~less than~~ 5~~five~~ minutes for presentation and ~~three~~3 minutes for rebuttal. In the event a request is made and the need for additional time is clearly established, the Presiding Officer shall independently, or may upon advice of the City Attorney, grant sufficient additional time to allow an adequate presentation by the applicant or appellant.

**C. Submittal of Materials Directly to Council**

If Council receives planning application materials related to agenda item matters they ~~will~~should notify the City Clerk and the City Manager as soon as possible so that the materials can be placed in the official record and distributed to all Council members, parties to the proceeding, staff and the public.

* * *

## SECTION 5 - HOW THE PUBLIC ENGAGES WITH THE CITY COUNCIL

**5.1. Public Participation During City Council Meetings** [UPDATED to reduce duplicate info]

~~*Policy*~~*Overview*

The Council welcomes members of the public to participate in meetings through public comment opportunities. It is the policy of the ~~City~~ Council to assure that members of the public have the opportunity to speak to any regular or special meeting agenda item before final action. ~~These rules establish the rights and obligations of persons who wish to speak during City Council meetings.~~ These rules are intended to enhance public participation and Council debate so that the best possible decisions can be made for Palo Alto. Palo Alto has a long and proud tradition of open government and civil, intelligent public discourse. Open government meetings must allow everyone to be heard without fear of cheers or jeers. For these reasons, the Council takes these rules seriously. Disruptive or unruly behavior in violation of the law can result in removal from the Council meeting and/or arrest and prosecution.

**A. Access to Meetings**

In-Person and Remote Participation. Council meetings are available in person in the Council Chambers and through an online meeting platform. Members of the public are welcome to attend the meeting in person or to join the online meeting platform.

Translators: Speakers may bring a translator as needed and will be allotted additional time, as appropriate.

ADA Access. Palo Alto makes every reasonable effort to accommodate the needs of the disabled consistent with law. Any provision of these rules may be modified if needed to provide reasonable accommodation. Persons needing assistance should contact: the City Clerk, City of Palo Alto, 650-329-2571 (voice) or email at City.Clerk@cityofpaloalto.orgCity.Clerk@cityofpaloalto.org.

**~~A.~~B. Summary of Rules for Public Participation**

Every regular Council agenda has two different kinds of opportunities for the public to speak. The first is during ***~~Oral Communications~~General Public Comment***. The second is during the public comment or public hearing portion of each agenda item.

*General Public Comment.* This part of the meeting is provided so that the public can speak to ~~anything~~any subject that is in the Council's jurisdiction, when there is no item listed on the agenda on that topic. The Council limits the total time to up to 30 minutes per meeting for General Public Comment. State law does not permit the Council to act on or discuss an item raised at that meeting in ~~oral communications~~General Public Comment, and Council members shall not enter

into debate with speakers, but Council members may ask brief clarifying questions and may ask City staff to follow up on any concerns ~~that are~~ raised.

*Public comment or public hearing portion of each agenda Item.* The Brown Act requires the opportunity for public comment on all listed agenda items, except ceremonial items, procedural items (Agenda Changes and Deletions) and brief announcements (City Manager Comments and Council Member Questions, Comments and Announcements). Public comments or testimony must be related to the matter under consideration.

**~~B.~~C. Time Limits** (updated after Dec. 13 P&S discussion)

*Individual Speakers.* The presiding officer will announce the time that each speaker may use. The Council generally allows 3 minutes per speaker but a shorter time may be designated when there are many speakers or items on the agenda (Ffor example, if there are fewer than 10 speakers, the speakers would usually get 3 minutes to speak. If there are more than 10 speakers, then the presiding officer may choose to reduce the time for each speaker).

*Spokesperson for a Group.* When a group of people wishes to address the Council on the same subject matter, they may designate a spokesperson to address the Council. Spokespersons are subject to the same time limits as other speakers, except that spokespersons who are representing a group of five or more people who have requested to speak and are verified as present in the Council ~~c~~Chambers or online will be allowed 10 minutes and will, to the extent practical, be called upon ahead of individual speakers. If the presiding officer reduces the speaking time for individual speakers, the total speaking time for a spokesperson will also be reduced as determined by the presiding officer.

**~~C.~~D. Gaining Permission to Speak**

Any person who wants to ~~speak t~~make a spoken public comment on an item on the Council agenda can do so if they are attending either in person or virtually. If attending in person, members of the public ~~o the Council~~ should fill out a speaker card and hand it in to the City Clerk prior to the end of the staff presentation. ~~Speakers are not required to provide a name or address.~~Members of the public participating virtually should use the "raise hand" function in the ~~zoom~~ online meeting platform, or if participating via phone, hit *9 to notify the Clerk that ~~you~~ they wish to speak. The Clerk will provide the names of the speakers to the Mayor or Vice Mayor so that the speakers can be identified and organized in an orderly way.

**~~D.~~E. Public Decorum During Meeting**

The presiding officer at Council meetings (usually the Mayor or Vice-Mayor) is authorized and required to "preserve strict order and decorum." (PAMC section 2.04.080(b).) This is important in order to assure a fair opportunity for everyone to participate in an open and civil setting.

~~a) Any person desiring to address the Council must first get the permission of the Presiding Officer by completing a speaker card and handing the card to the City Clerk.~~

~~b) The Presiding Officer shall recognize any person who has given a completed card to the City Clerk, subject to limitations on the time for public participation described in these Procedures.~~

a) No person, other than a Council ~~M~~member and the person having the floor, shall be permitted to ~~enter into any discussion~~speak without the permission of the ~~P~~presiding ~~O~~officer.

b) All remarks should be addressed to the Council as a body and not to any *individual* member or staff person.

c) No person, besides staff or the Council, shall enter the staff area of the Council dais without the permission of the ~~P~~presiding ~~O~~officer or appropriate Council Appointed Officer.

d) ~~Decorum~~ The Palo Alto Municipal Code makes it unlawful for any person to: (1) Disrupt the conduct of a meeting; (2) Make threats against any person or against public order and security while in the Council Chambers; (3) Use the Council Chambers during meetings for any purpose other than participation in or observation of City Council Meetings.

Any Council Member may appeal the presiding officer's decision on a decorum violation to the full Council. Decorum violations are a misdemeanor and may lead to a person being removed from the Council meeting. (PAMC sections 2.04.120, 2.04.150.)

**~~E.~~F. ~~Recording~~Record of Speakers**

- Persons wishing to address the Council shall ~~Use~~use the microphone provided for the public and speak in a recordable tone, either personally or with assistance, if necessary.

- Speakers are requested to state their name but cannot be compelled to do so as a condition of addressing the Council.

**~~F.~~G. End of Public Comment After a Council Motion**

Following the time for public input and once the matter is returned to the Council no person shall address the Council without first securing the permission of the presiding officer to do so, subject to approval of the City Attorney with respect to any hearing required by law.

* * *

## SECTION 6 - CITY COUNCIL QUESTIONS ON AGENDA-RELATED ITEMS

In order to facilitate open government, all Council Members should make decisions with the same information from Staff on agendized or soon-to-be agendized items (i.e., items on the tentative agenda or in a Council Committee). The Council adopted protocols provide a framework for the policy on e-mail communications between Council members and staff on agenda-related items, including the following:

**6.1. Submit Questions on Council Agenda Items Ahead of the Meeting**

In order to focus the Council meetings on consideration of policy issues and to maintain an open forum for public discussion, questions which focus on the policy aspects of agenda items should be discussed at the Council meeting rather than in one-on-one communications with staff prior to the meetings. Any clarifications or technical questions that can be readily answered can be handled before the meeting. Council members are encouraged to submit their questions on agenda items to the appropriate Council Appointed Officer or City Manager by 5:00 p.m. the Wednesday prior to the meeting so staff can be prepared to respond before or at the Council meeting. ~~More detailed procedures relating to agenda questions can be found in the addendum to these protocols titled "Policy and Procedures for Council E-mails for Agenda Related Items."~~

~~**6.2. City Council emails for Agenda-Related Items Policy** (exist. Protocol 6.1; highlighted for Committee review)~~

~~In its settlement agreement with the San Jose Mercury News of February 2003, the City Council agreed to consider a policy under which the Council would waive any deliberative or other privilege, other than attorney-client privilege, that it might assert with regards to e-mails on agendized items. This policy and procedure implements that agreement. The Council, in adopting this policy, does not waive attorney client privilege or any other privilege associated with a closed session authorized under the Brown Act.~~

6.2~~3~~. City Council emails for Agenda-Related Items Procedure (exist. Protocol 6.1)

- Council m~~M~~embers should direct any questions on staff reports and agenda items only ~~-~~to the City Manager or designee. Questions on reports from the City Auditor, City Attorney, or City Clerk should be directed to the appropriate Council Appointed Officer. ~~Council~~

- Council m~~M~~embers should submit questions on agenda items no later than 5~~:00~~ p.m. on the Wednesday prior to the Council meeting at which the item will be discussed. Staff will make best reasonable efforts to post written responses to timely-submitted questions by Thursday 5~~:00~~ p.m. Any questions received after 5~~:00~~ p.m. on the Wednesday before the meeting may be responded to via e-mail, or alternatively, will be responded to at the Council meeting.

- Staff will not engage in "dialogues" with individual Council members regarding questions; however, ~~, i.e.~~ follow-up questions to initial questions will be responded to at the Council meeting.

- Staff will give highest priority to responding prior to the Council meeting via e-mail only on items on the Consent Agenda~~Calendar~~. Questions which address the policy aspects of the item on the Council agenda will not be responded to prior to the meeting, although Staff welcomes such questions in advance of the meeting in order to prepare for the Council and public discussion. Technical and clarifying questions on non-Consent Calendar items will be responded to as time permits.

- If the ~~S~~staff will be responding to a Council m~~M~~embers Consent Agenda~~Calendar~~ question at the meeting rather responding to the question via e-mail, Staff will inform the Council m~~M~~ember as early as possible after receipt of the question(s).

- Questions and all staff-prepared responses will be forwarded to all Council members as well as post ~~put up on the special web page created~~ online for public review of Council agenda questions and staff responses. Staff will include the name of the Council member posing the questions in the "subject" field of the e-mail response.

- ~~Written c~~Copies of all Council member agenda questions and staff responses will be emailed to the at Council ~~places atp the meeting; additionally copies will be made available in the Council Chambers for members of the public.~~ and posted publicly on the meeting agenda. If staff responses are not released until the meeting date, they will be provided in printed form at the dais.

* * *

## SECTION 7 – ANNUAL COUNCIL PRIORITY SETTING GUIDELINES

***New Language*: Annual Council Priority Setting Guidelines**
**(New Language in strikethrough or brackets [ ])**

The following language is from the City Council Priority Setting Guidelines" document adopted by the City Council on October 1, 2012.

*Priorities Background and Definition~~:~~*
The City Council adopted its first Council priorities in 1986. Each year the City Council reviews it's priorities at its Annual Council Retreat. On October 1, 2012 the City Council formally adopted the definition of a Council priority, and the Council's process and guidelines for selection of priorities.

A Council priority is defined as a topic that will receive particular, unusual and significant attention during the year. [This varies from a Council value which is defined as an enduring goal and intention to guide the work of the City Council. The values allow the City Council to maintain these enduring intentions while also selecting annual priorities that reflect shorter-term projects and goals. The City Council Values are listed below.]

*Purpose*
The establishment of Council priorities will assist the Council and staff to better allot and utilize time for discussion and decision making.

*Process*
~~Three months i~~In advance of the annual Council Retreat, staff will solicit input from the City Council on the priorities to be reviewed and considered for the following year.

- Council members may submit up to three priorities.

- Priorities should be submitted no later than December 1.
- As applicable, the City Manager will contact newly elected officials for their input by December 1.

~~The City Clerk will provide timely notice to the public to submit proposed priorities by December 1~~. The City Manager and the City Clerk will solicit for the public to share proposed priorities prior to the Council retreat. The Policy and Services Committee shall recommend to the Council which suggestions if any shall be considered at the City Council retreat.

5) Staff will collect and organize the recommended priorities into a list for Council consideration, and provide to Council ~~no less than two weeks in advance of the retreat~~ [in the packet for the City Council retreat].

6) If needed, the] Policy and Services Committee, each year at its December meeting, shall make recommendations about the process that will be used at the Annual Retreat paying particular attention to the number of priorities suggested by Council members. The recommended process is to be forwarded to Council for adoption in advance of the Council retreat.

Guidelines for Selection of Priorities
1. There is a goal of no more than three priorities per year.
2. Priorities generally have a three-year time limit.

In November 2022, the Council adopted a set of values as described here:

The Palo Alto City Council has universally shared values that help guide our decisions and the work we do. These values include:

1. We will make decisions that balance revenues and expenses, now and in the future.
2. We will make decisions that are environmentally sustainable, now and in the future.
3. We will integrate equity into our decisions, considering how decisions affect people differently based on their identity or circumstances.
4. We will make decisions that create a healthy, safe and welcoming community for all.
5. We will safeguard public trust through transparent practices and open communication.
6. We embrace innovation.

* * *

## SECTION 8 - PROCEDURES AND PROTOCOLS REVIEW AND ENFORCEMENT

**8.1. Commit to Annual Review of Important Procedural Issues** (exist. Protocol 3.1)

At the beginning of each legislative year, the Council will hold a special meeting to review the Council protocols, adopted procedures for meetings, the Brown Act, conflict of interest, and other important procedural issues.

~~**8.2. Don't Politicize Procedural Issues** (e.g., Minutes Approval or Agenda Order for Strategic Purposes~~

**8.2. Enforcement** (exist. Protocol Section 5)

Council m~~M~~embers have the primary responsibility to assure that these protocols are understood and followed, so that the public can continue to have full confidence in the integrity of government. As an expression of the standards of conduct expected by the City for Council m~~M~~embers, the protocols are intended to be self-enforcing. They therefore become most effective when members are thoroughly familiar with them and embrace their provisions. For this reason, Council m~~M~~embers entering office shall sign a statement affirming they have read and understood the Council protocols. In addition, the protocols shall be annually reviewed by the Policy and Services Committee and updated as necessary.

[Language below updated after Dec. 13 P&S meeting]
Under circumstances where Council members believe that actions by another Council member are inconsistent with this Handbook and require formal review and potentially action, a public discussion and censure ~~is~~are ~~an~~ available steps for review and enforcement.

Should two or more Council members believe that actions by a Council member are inconsistent with this Handbook, a Colleagues Memo may be used as a method to schedule public discussion of the matter at an upcoming City Council meeting. Based on the Council discussion, the matter may then be closed or proceed to consideration of further steps including censure.

Censure is an official reprimand or condemnation made by Council in response to specified conduct by one of its own members. Censure is disciplinary in nature, and requires the formal adoption of a resolution setting forth the Council member's alleged violations of law and/or policies. Censure may require an investigation, and must protect the due process rights of the Council member. Censure carries no fine or suspension of the rights of the Council member as an elected official but a censure is a punitive action that serves as a punishment for wrongdoing.

Through a Colleagues Memo, Council members may request a formal censure action be placed on a Council agenda. The City Clerk shall provide notice of the possible censure to the Council member who is the subject of the action. The notice shall contain the specific charges on which the proposed censure is based and the date and time that the matter will be heard. Upon hearing the testimony, the Council may take action by resolution setting forth its findings and stating the terms of the censure.

# PART II: CITY COUNCIL PROTOCOLS

The citizens, businesses and organizations of the city are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. To this end, the City Council has adopted Council Protocols and this Code of Ethics for members of the City Council to assure public confidence in the integrity of local government and its effective and fair operation.

**Section 1 – City Council Conduct** (exist. Protocol Section 2)

**1.1. Positive Work Place Environment**

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

**1.2. Comply with Law**

Members shall comply with the laws of the nation, the State of California and the City in the performance of their public duties. These laws include but are not limited to: the United States and California constitutions, the city Charter, laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of governments and City ordinances and policies.

**A. Respect for Process**

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the City Council by City staff.

**1.3. City Council Core Responsibilities** (exist. Protocol Sec. 1)

All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members:

A. Demonstrate honesty and integrity in every action and statement
B. Comply with both the letter and spirit of the laws and policies affecting the operation ~~operations~~ of government.
C. Serve as a model of leadership and civility to the community
D. Inspire public confidence in Palo Alto government
E. Work for the common good, not personal interest
F. Prepare in advance of Council meetings and be familiar with issues on the agenda
G. Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others

H. Do not politicize procedural matters such as minutes approval or agenda order for strategic purposes

~~H~~I. Participate in scheduled activities to increase Council effectiveness
~~I~~J. Review Council procedures, such as these Council Protocols, at least annually
~~J~~K. Represent the City at ceremonial functions at the request of the Mayor
~~K~~L. Be responsible for the highest standards of respect, civility and honesty in ensuring the effective maintenance of intergovernmental relations
~~L~~M. Respect the proper roles of elected officials and City staff in ensuring open and effective government
~~M~~N. Provide contact information to the City Clerk in case an emergency or urgent situation arises while the Council Member is out of town

**1.4. General Member Conduct**

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to improve the quality of life in the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

A. **Conduct of Members**

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, boards and commissions, the staff or the public. Rude and unprofessional behavior are also unacceptable.

B. **In Public Meetings (exist. Protocol 2.1)**

*1) Use Formal Titles*

The Council should refer to one another formally during Council meetings as Mayor, Vice Mayor or Council Member followed by the individual's last name.

*2) Practice Civility and Decorum in Discussions and Debate.*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Be respectful of diverse opinions.

*3) Honor the Role of the Presiding Officer in Maintaining Order and Equity.*

Respect the Chair's efforts to focus discussion on current agenda items. Objections to the Chair's actions should be voiced politely and with reason, following the parliamentary procedures outlined in the City Council Procedural Rules.

*4) Demonstrate Effective Problem-Solving Approaches.*

Council m~~M~~embers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. Council m~~M~~embers are role models for residents, business people and other stakeholders involved in public debate.

*5) Be Respectful of Other People's Time.*

Stay focused and act efficiently during public meetings.

**C. In Private Encounters**

Treat Others as You Would Like to be Treated.

Ask yourself how you would like to be treated in similar circumstances, and then treat the other person that way.

**1.5. Decisions Based on Merit**

Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

**1.6. Advocacy**

**A. Representation of Private Interests**

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any other board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

**B. Advocacy**

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City, nor will they allow the inference that they do.

C. **Council Voting Delegate Authority at Conferences / Annual Meetings**

The Council may authorize a Council member to act as the voting delegate at conferences or meetings of other bodies, including, but not limited to, the League of California Cities annual conference, National League of Cities conference, and the Association of Bay Area Governments (ABAG) annual meeting. Prior to the conference / meeting, the Council may provide the voting delegate with specific direction on proposed resolutions and other matters. When provided specific direction, the voting delegate's authority is limited to matters on which the Council has directed the delegate to vote.

**1.7. Council Conduct with City Staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City sStaff, which analyze problems and issues, make recommendations, and implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

**A. Treat All Staff as Professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with your Council colleagues, practice civility and decorum in all interactions with City sstaff.

**B. Channel Communications through the Appropriate Senior City Staff**

Questions of City staff should be directed only to the City Manager, Assistant City Manager, City Attorney, City Clerk, Assistant City Clerk, City Auditor, Senior Assistant City Attorneys, or Department Heads. The Office of the City Manager should be copied on any request to Department Heads. Council mMembers should not set up meetings with department staff directly, but work through Department Heads, who will attend any meetings with Council mMembers. When in doubt about what staff contact is appropriate, Council mMembers should ask the City Manager for direction. However, nothing in these protocols is intended to hinder the access Council-appointed liaisons (e.g. to the San Francisquito JPA or NCPA) may require in order to fulfill their unique responsibilities.

D. **In order to Facilitate Open Government, All Council Members Should Make Decisions with the Same information from Staff** on Agendized or Soon- to be- Agendized Items (Items on the Tentative Agenda or in a Council Committee)

E. **Never Publicly Criticize an Individual Employee, Including Council Appointed Officers.** Criticism is dDifferentiated from qQuestioning Facts or the oOpinion of sStaff.

All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation. Comments about staff in the office of the City Attorney, City Auditor or City Clerk should be made directly to these CAOs through private correspondence or conversation.

F. **Be Cautious in Representing City Positions on Issues**

Before sending correspondence related to a legislative position, check with City staff to see if a position has already been determined. When corresponding with representatives of other governments or constituents remember to indicate if appropriate that the views you state are your own and may not represent those of the full Council.

[updated after Dec. 13 P&S meeting]
As a Council member, it is important to remember to indicate when the views you state are your own versus views which represent those of the full Council. This is relevant whether sending correspondence related to a legislative position or corresponding with constituents or representatives of other governmental agencies or organizations.

In the case where the Council has appointed a Council member to serve on a regional governing body to represent the interests of the entire region, the Council member serving on that regional body should clearly state if they are representing the City or the regional board or commission in their positions.

G. **Do Not Attend Staff Meetings Unless Requested by Staff**

Even if the Council MMmember does not say anything, the Council MMmember's presence may imply support, show partiality, intimidate staff, or hampers staff's ability to do its job objectively.

H. **Depend upon the Staff to Respond to Citizen Concerns and Complaints**

It is the role of Council mMembers to pass on concerns and complaints on behalf of their constituents. It is not, however, appropriate to pressure staff to solve a problem in a particular way. Refer citizen complaints to the appropriate senior staff member, according to the protocol

on channeling communications. The senior staff member should respond according to the Policy and Procedure for Responding to Customer Complaints. Senior staff is responsible for making sure the Council Member knows how the complaint was resolved.

I. **Do not Solicit Political Support from Staff**

The City Charter states that "Neither the city manager or any other person in the employ of the city shall take part in securing or shall contribute any money toward the nomination or election of any candidate for a municipal office." In addition, some professionals (e.g., City Manager and the Assistant City Manager) have professional codes of ethics, which preclude politically partisan activities or activities that give the appearance of political partisanship. Council members should ~~A~~avoid any staff interactions that may be construed as trying to shape staff recommendations to be presented to the Council as a whole. ~~Council Members shall refrain from coercing staff in making recommendations to the Council as a whole.~~

J. **Use of Public Resources**

Members shall not use public resources, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

**J. Use of City Letterhead**

Official Mayor/City Council letterhead should only be used for correspondence signed by the Mayor or City Council members when specifically directed by the Council or consistent with prior City Council direction. This applies to the use of any stationery that could be interpreted as official letterhead.

**1.8. Use of Staff Time**

**A. Do Not Get Involved in Administrative Functions** (exist. Protocol 2.3 E)

The key provisions on Council-staff relations found in section 2.04.170 of the Palo Alto Municipal Code:

"Neither the council nor any of its committees or members shall direct, request or attempt to influence, either directly or indirectly, the appointment of any person to office or employment by the city manager or in any manner interfere with the city manager or prevent the city manager from exercising individual judgment in the appointment of officers and employees in the administrative service. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the city manager, and neither the council nor any member thereof shall give orders to any of the subordinates of the city manager, either publicly or privately."

**B. Respect the "One Hour" Rule for Staff Work**

Requests for staff support should be made to the appropriate senior staff member, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response, will need to be approved by the full council to ensure that staff resources are allocated in accordance with overall council priorities. Once notified that a request for information or staff support would require more than one hour,

the Council Member may request that the City Manager place the request on an upcoming Council agenda. The 1-hour rule applies to all Council members equally.

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## SECTION 2 - City Council Conduct with Palo Alto Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect. Council m~~M~~embers serve as liaisons to Boards and Commissions, according to appointments made by the Mayor, and in this role are expected to represent the full Council in providing guidance on Council processes or actions to the Board or Commission. Refrain from speaking for the full Council on matters for which the full council has not yet taken a policy position. In other instances, Council m~~M~~embers may attend Board or Commission meetings as individuals, and should follow these protocols:

2.1. If Attending a Board or Commission Meeting, Identify Your Comments as Personal Views or Opinions.

Council m~~M~~embers may attend any Board or Commission meeting, which are always open to any member of the public. Any public comments by a Council Member at a Board or Commission meeting, when that Council Member is not the liaison to the Board or Commission should make a point to clearly state it is an individual opinion and not a representation of the feelings of the entire City Council.

2.2. Refrain from Lobbying Board and Commission Members.

It is inappropriate for a Council ~~M~~member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, or to advocate a particular policy perspective. It is acceptable for Council m~~M~~embers to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

2.3. Remember that Boards and Commissions are Advisory to the Council as a Whole, not as Individual Council Members.

The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. Council m~~M~~embers should not feel they have the power or right to unduly influence Board and Commission members. A Board and Commission appointment should not be used as a political reward.

2.4. Concerns about an Individual Board or Commission Member Should be Pursued with Tact.

If a Council ~~M~~member has concerns with a particular Board or Commission member fulfilling his or her roles and responsibilities and is comfortable in talking with that individual privately, the Council ~~M~~member should do so. Alternatively, or if the problem is

notresolved, the Council Member should consult with the Mayor, who may address the issue to the Council as appropriate.

2.5. Be Respectful of Diverse Opinions.

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council m~~M~~embers may have a closer working relationship with some individuals serving on Boards and Commissions but must be fair to and respectful of all citizens serving on Boards and Commissions.

2.6. Keep Political Support Away from Public Forums.

Board and Commission members may offer political support to a Council ~~M~~member, but not in a public forum while conducting official duties. Conversely, Council m~~M~~embers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Council ~~M~~member.

2.7. Maintain an Active Liaison Relationship.

Appointed Council liaisons or alternates are encouraged to attend all regularly scheduled meetings of their assigned Board or Commission.

2.8 Role of Council Liaison to Board or Commission [updated after Dec. 13 P&S Discussion]

The role of Council liaison to a Board or Commission is to share prior Council discussions and actions on issues as applicable, and assist the Board or Commission in understanding likely Council perspectives on issues as well as how the Board or Commission might support Council decision-making.

* * *

**SECTION 3 - STAFF CONDUCT WITH CITY COUNCIL** (exist. Protocol 2.5 A-D)

**3.1. Respond to Council Questions as Fully and as Expeditiously as is Practical**

The protocol for staff time devoted to research and response is in application here. If a Council Member forwards a complaint or service request to a department head or a Council Appointed Officer, there will be follow-through with the Council Member as to the outcome.

**3.2. Respect the Role of Council Members as Policy Makers for the City**

Staff is expected to provide its best professional recommendations on issues. Staff should not try to determine Council support for particular positions or recommendations in order to craft recommendations. The Council must be able to depend upon the staff to make independent recommendations. Staff should provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for staff recommendations and alternatives

**3.3. Demonstrate Professionalism and Non-Partisanship in all Interactions with the Community and in Public Meetings**

**3.4. It is Important for the Staff to Demonstrate Respect for the Council at a**ll Times. All Council m~~M~~embers Should be Treated Equally

* * *

**THIS SECTION UNDER REVIEW To be reviewed in 2023**

## SECTION 4 - CITY COUNCIL AND BOARDS AND COMMISSIONS POLICY FOR TRAVEL AND MISCELLANEOUS EXPENSE REIMBURSEMENT

This policy is set by the City Council and applies to Council ~~M~~members and to Board and Commissions members, who will be referred to as "Officials" in the policy. In reimbursing travel and miscellaneous expenses, a municipal purpose requiring the expenditure of public funds must be in evidence; also, in accord with the Charter and Municipal Code, such expenditures must be from authorized appropriations.

### 4.1. Eligible Activities

The following activities ("Eligible Activities") are recognized by the Council as advancing municipal purposes and are eligible for expense reimbursement, subject to limitations on activities and specific and total expenditures described elsewhere in this policy:

A. Communicating with representatives of regional, state and national government on adopted city policy positions;

B. Attending educational seminars designed to improve officials' skill and information levels;

C. Participating in regional, state and national organizations whose activities affect the City's interest;

D. In collaboration with City staff, implementing a city-approved strategy for attracting or retaining businesses to the City.

All other expenditures require prior approval by the City Council at a regular or special meeting.

### 4.2. Out-of-Town Conferences or Meetings

#### A. Reimbursement

All payments for travel and meetings shall be on the basis of either reimbursement of expenses advanced by the Council Member/Official or payments made directly to travel agencies/websites, hotels, airlines or the organization sponsoring the meeting. All requests for payments or reimbursements must be accompanied by invoices or paid detailed receipts and a copy of descriptive literature about the conference or meeting. The City Clerk, Mayor or Chair for Officials must approve, in advance, individual travel requests for out-of-town meetings and conferences, e.g., Annual League of California Cities Conference, National League of Cities Conference, etc., including Eligible Activates.

Allowable expenses for local or Bay Area Eligible Activates do not require prior approval by the Mayor or Chair.

The total reimbursement shall not exceed the budget adopted by the Council for this purpose.

All reimbursements shall comply with the limits of Policy and Procedures 1-02 (Citywide Travel Policy).

Expense reports should be submitted within 30 days of end of trip. Inability to provide such documentation in a timely fashion may result in expense being borne by the Council Member or Official.

- **Meals**

The City will provide a per diem ("per day") allowance for meals and incidentals to Council ~~M~~members or Officials who are approved to travel overnight for official City business. Council ~~M~~members or Officials will receive a flat rate for meals and will not be required to submit receipts.

The per diem rate varies and is dependent on the destination of travel. The rates for the various travel destinations are available on the U.S. General Services Administration website (http://www.gsa.gov/portal/content/104877). When meals are provided at an event, the value of that meal will be deducted from the daily per diem rate. Travelers will receive 75% of the daily per diem amount on days requiring transportation to and from the location (i.e., departure day and return day) regardless of departure and arrival times. Meals provided on days of travel shall be deducted at full-value.

**C. Lodging Expense**

Council ~~M~~members or Officials shall select single occupancy, standard, non-deluxe accommodations and should stay at hotels offering economical lodging rates. When possible, travelers attending a conference or seminar should stay at conference hotels, which offer a negotiated rate.

The City will not reimburse any cost related to the extension of a hotel stay beyond the time necessary to complete the event. An out-of-state trip involving cross-county travel may require hotel accommodations both before and after the conference or training.

Within California and adjoining states, an extra night's hotel stay should not be necessary if flight arrangements can be made the same day.

The use of hotels is restricted to cities located beyond 50 miles (one-way) from the City of Palo alto or the traveler's residence (whichever is shortest). For example, if the destination is Sacramento and you live in Palo Alto (118 miles) or Oakland (81 miles), you would qualify for a hotel (and per diem for meals). However, if you live in Vacaville (35 miles) or Lodi (36 miles) you would not qualify for a hotel.

Expenses incurred for guests of the traveler and the like are not reimbursable.

Incidental expenses related to City business shall be reimbursed at cost as

supported by submitted receipts. Incidental expenses may include hotel parking charges, Internet connection services, and telephone charges.

The actual costs for parking will be reimbursed when approval to use a personal vehicle or rental car is obtained in advance. Council ~~M~~members or Officials should use the lowest cost alternative for parking within a reasonable area from the destination. Internet connection services purchased to conduct City business are reimbursable. Other charges on the hotel bill, such as pay-TV movies, cleaning, laundry, room service charges or charges for additional guests are not reimbursable.

**D. Transportation**

*1) Air Transportation*

Council ~~M~~members or Officials shall fly economy class on the lowest flight available for the most direct route to the final destination, which could reasonably include scheduled layovers. Council Members or Officials are encouraged to make air reservations as early as feasible to obtain the greatest discount and to consider the use of alternate but nearby airports to take advantage of the lowest fares. Extension of the trip to cover a weekend stay to obtain a lower airfare does not entitle the Council Member or Official to be reimbursed for the extra day's hotel.

Council m~~M~~embers or Officials may use City travel to qualify for frequent flyer credits, but the selection of an airline for a given trip shall not be made for the purpose of accumulating such credits. Council m~~M~~embers or Officials that choose to use their personal frequent flyer miles for City business shall not be reimbursed for the value of the tickets. If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

*2. Rental Cars*

Rental cars shall be approved if other ground transportation, such as shuttles or taxis, is more expensive during the stay at the destination. Only economy or compact car models may be rented unless an upgrade is provided by the rental agency at no additional cost. Because the City is self-insured, Council m~~M~~embers or Officials should decline any additional insurance offered by the rental company. Council m~~M~~embers or Officials must also decline the Fuel Purchase Options (which allows for prepayment of a gas tank refill) and shall refuel prior to returning the rental car. Rental car options such as GPS devices and any other extra optional charges are not reimbursable.

The use of a rental car, in lieu of a private auto, to travel to and from an out-of-town

event will be reimbursed either at the current IRS mileage rate or the car rental cost apportioned for the number of days used for City business, whichever is less.

*3. Private Automobiles*

Private automobiles may be used for personal or group transportation on extended trips. Reimbursement shall be made at the current IRS mileage rate. The distance to be reimbursed shall be measured from the place of work and from the employee's home, and the calculated mileage reimbursement shall be based upon which of the two distances is shorter. Mileage reimbursement for private automobiles shall not exceed the cost of round trip air transportation (economy class) for a reservation made at least seven days in advance of the trip.

**4.32. Local or Bay Area Activities**

Council mMembers or Officials who have been requested or designated to represent the City may receive the actual cost of:

A. Meals, if they are a scheduled feature of the activity, e.g., SCCCA dinner meetings.

B. Registration fees where applicable.

C. Mileage if activity is outside the City (mileage claims should be submitted monthly, with details: date and type of meeting, number of miles traveled to be indicated), consistent with City Policy and Procedures 1-02.

D. Council mMembers and Officials may be reimbursed by the City for use of a private bicycle to attend local or Bay Area activities outside the City of Palo Alto consistent with City Policy and Procedures 2-9.

**4.43. Other Expenses**

Ethics Training Expenses – AB1234 requires ethics training every two years and such fee and related expenses are eligible for reimbursement.

**4.44. Activities Not Considered Reimbursable**

A. Voluntary attendance at any conference or meeting, not representing the City.

Meetings of social or service organizations.

B. Meetings of voter groups or with individual citizens concerned with agenda items.

- Election campaign activities.
- Alcohol and entertainment expenses.
- Personal portion of the trip and other non-mileage automobile expenses.

**4.56. Reports to Council**

Council mMembers and oOfficials shall provide brief verbal reports on meetings attended at the City's expense at the next regular Council/Board/Commission meeting. If multiple Officials

attended, a joint report may be made. All related documents are subject to the Public Records Act and can be periodically reviewed by auditors.

**4.76. Violation of This Policy**

Use of public resources or falsifying expense reports is in violation of this policy and may result in any or all of the following:

- Loss of reimbursement privileges
- A demand for restitution to the City
- The City reporting the expenses as income to the elected or appointed Official to state and federal tax authorities
- Civil penalties of up to $1000 per day and three times the value of the resources used
- Prosecution for misuse of public resources

**4.87. Mayor and Vice Mayor Additional Compensation**

The Mayor shall receive $150 monthly and the Vice Mayor $100 monthly to defray additional expenses of these offices.

**4.98. Support Services**

The City Clerk's Office makes travel arrangements for Council ~~M~~members. This service includes conference registration, hotel reservations, per diem advances and reimbursement of unforeseen expenses. The department liaison for each board and commission will be responsible for arrangements for Officials.

**4.10.9. Miscellaneous Expenditures**

***New Language*: Miscellaneous Expenditures**

| **Existing Language** |
|---|
| None |
| **Proposed New Language** (updated after Dec. 13 P&S Discussion) |
| X.1 Expenditure of City Council Contingency Funds<br>Expenditures from the City Council Contingency budget must be directed by Council motion, either via a colleagues memo or as part of an agendized item.<br><br>X.2 City Purchase of Tickets or Sponsorship of Non-Profit Organization Events<br>the City Manager may purchase tickets or sponsor events by non-profit organizations, subject to budget availability, under any of the following circumstances:<br>1. where the event serves a City educational purpose,<br>2. recognition for work done by staff (not including elected or appointed officials), or<br>3. expending budget allocations specifically intended for event attendance.<br><br>x.3 Expenditure for Annual Holiday Event<br>Expenditures from the Council special event budget may be directed to be expended for an annual holiday celebration, subject to budget availability for attendance by Council members, executive leadership staff and community leaders. Event details will be coordinated by the Mayor and facilitated by staff. |

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**SECTION 5 - Confidentiality, Conflicts of Interest, Gifts And Favors** [UPDATED to just reference existing State law]

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests. There are many State laws regarding confidentiality, conflicts of Interest, and gifts and favors. Council members should stay apprised of and comply with State law on these topics.

~~**5.1. Conflict of Interest**~~

~~In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.~~

~~**5.2. Gifts and Favors**~~

~~It is contrary to the city of Palo Alto's ethical standards for any council member to accept gifts or gratuities from an individual, business, or organization doing business, or seeking to do business, with the City or who is seeking permits or other entitlements from the City.~~

~~The acceptance of gifts can convey an appearance of favoritism and conflict of interest. Gifts can be perceived as attempts to influence City operations or as compensation for services rendered and can erode the public confidence in the impartiality of decisions made by Council mMembers.~~

~~Council mMembers exercise good faith in carrying out this Protocol. It is impossible to list every situation and fact pattern, so it anticipates that Council Mmembers will exercise their good judgment in determining whether the item is a gift or not.~~

~~This policy is supplemental to the gift limitations of the Fair Political Practices Commission's Limitations and Restrictions on Gifts, Honoraria, Travel and Loans.~~

~~The following are not considered gifts under this Protocol:~~

~~A. Gifts which the Council member returns (unused) to the donor, or for which the Council Member reimburses the donor, within 30 days of receipt.~~

~~B. Gifts from a Council Member's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin or the spouse of any such person, unless he or she is acting as an agent or intermediary for another person who is the true source of the gift.~~

~~C. Minor gifts of hospitality involving food or drink, that the Council Member receives in an individual's home or at another location of business.~~

D. Gifts approximately equal in value exchanged between the Council Member and another individual on holidays, birthdays, or similar occasions.

E. Informational material provided to assist the Council member in the performance of their official duties, including books, reports, pamphlets, calendars, periodicals, videotapes, or free or discounted admission to informational conferences or seminars.

F. A bequest or inheritance.

G. Campaign contributions.

H. Personalized plaques and trophies with an individual value of less than $250.

I. Tickets to attend fundraisers for campaign committees or other candidates, and tickets to fundraisers for organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

J. Free admission, refreshments, and similar non-cash nominal benefits provided to the Council Member at an event at which the Council Member gives a speech, participates in a panel or seminar, or provides a similar service. Transportation within California, and any necessary lodging and subsistence provided directly in connection with the speech, panel, seminar, or similar service, are also not considered gifts.

K. Passes or Tickets which provide admission or access to facilities, goods, services, or other benefits (either on onetime or repeat basis) that the Council Member does not use and does not give to another person.

L. Wedding gifts

M. A prize or award received in a bona fide competition not related to official status. (These exceptions are paraphrased from FPPC publications.)

N. Gifts from Sister Cities or other entities, other municipalities, if forwarded to the City.

**5.3. Confidential Information**

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.