



**City Council  
Special Meeting  
Monday, March 14, 2022  
5:00 PM  
Council Chambers & Virtual  
**AMENDED****

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. If you chose to participate in person, masks are strongly encouraged.

## **HOW TO PARTICIPATE**

### **VIRTUAL PARTICIPATION**

**[CLICK HERE TO JOIN](https://cityofpaloalto.zoom.us/j/362027238)** (<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.

### **PUBLIC COMMENTS**

Public Comments will be accepted both in person and via Zoom meeting. 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](mailto: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.

## **CALL TO ORDER**

### **CLOSED SESSION (5:00 – 6:15 PM)**

*Public Comments: Members of the public may speak to the Closed Session item(s); three minutes per speaker.*

1. CONFERENCE WITH LABOR NEGOTIATORS City Designated Representatives: City Manager and his Designees Pursuant to Merit System Rules and Regulations (Ed Shikada, Kiely Nose, Rumi Portillo, Sandra Blanch, Nicholas Raisch, Tori Anthony, 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 Officers' Association (PAPOA), Palo Alto Police Management Association

#### SPECIAL ORDERS OF THE DAY (6:15 – 6:30 PM)

2. Congratulations to Sheryl Klein for designation as Woman of Persistence for Palo Alto
3. Project Sentinel

Presentation

#### AA1. Appointments of Candidates for the Architectural Review Board

#### STUDY SESSION

Presentation

12. Report and Discussion on Community Engagement Activities Planned to Implement the City's Workplans for the 2022 Calendar Year  
*Moved from Action to Study Session, Late Report Added 6:30-7:30*

#### AGENDA CHANGES, ADDITIONS AND DELETIONS

#### PUBLIC COMMENT (7:30 – 7:50 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 (7:50 – 7:55 PM)

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

4. Approve Minutes from the February 28, 2022 City Council Meeting
5. Adoption of Side letters of Agreement with Utilities Management and Professional Association of Palo Alto "UMPAPA", International Association of Fire Fighters IAFF "IAFF", Fire Chiefs Association "FCA", and Updated Salary Schedules for Management and Professional Employees, SEIU Hourly Unit, and Limited Hourly Employees.  
*Supplemental Memo Added*
6. City Council Approval of the City's Response to the Civil Grand Jury Report Regarding Affordable Housing and Direction to Staff to Submit the Response Letter in Accordance with State Law Prior to the March 16, 2022 Deadline

Memo

7. Approval of Amendment Number 2 to Contract Number C19172119 with Daryl D. Jones, Inc. DBA Telecommunications Engineering Associates (TEA) to Increase the Scope of Services to Include Program Verification and Design Review for the Public Safety Building Project (CIP PE-15001) and, Accordingly, Increase the Contract Amount by \$189,882, for a New Total Not-to-Exceed Amount of \$874,882
8. Adoption of a Resolution Amending the Electric Hydro Rate Adjuster (E-HRA) and Activating the E-HRA Rate at the \$0.013/kWh Level, Effective April 1, 2022 and Transmit Information on Preliminary Rate Forecast
9. Approval of Surveillance Use Policy and Contract for E-Citation Devices/Services with Turbo Data Systems, Not-to-Exceed \$218,545 for Five Years
10. Approval of Amendment Number 2 to Contract Number C18168129 with Kennedy / Jenks Consultants for Professional Design Services for the Primary Sedimentation Tanks Rehabilitation and Equipment Room Electrical Upgrade Project at the Regional Water Quality Control Plant to Increase Compensation by \$166,747 for a New Maximum Compensation Not to Exceed \$1,131,747, and to Extend the Contract Term Through June 30, 2024 - Capital Improvement Program Project WQ-14003

#### CITY MANAGER COMMENTS (7:55 – 8:15 PM)

#### Presentation

#### BREAK (8:15 – 8:25 PM)

#### ACTION ITEMS

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

#### Presentation

11. City Council Discussion with the Independent Police Auditor and Possible Approval of a Performance Review on Recruitment and Hiring (8:25- 10:00 PM) *Late Report Added*
13. Discuss Recommended Foothills Fire Mitigation and Safety Improvement Strategies (10:00-10:30 PM)

#### COUNCIL MEMBER QUESTIONS, COMMENTS, ANNOUNCEMENTS

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

## ADJOURNMENT

## OTHER INFORMATION

### Standing Committee Meetings

Policy & Services Committee March 8, 2022

Finance Committee Meeting March 15, 2022 - Canceled

### Schedule of Meetings

### Public Letters to Council

## AMENDED AGENDA ITEMS

*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.*

### AA1. Appointments of Candidates for the Architectural Review Board

5. Adoption of Side letters of Agreement with Utilities Management and Professional Association of Palo Alto (UMPAPA), International Association of Fire Fighters (IAFF), Fire Chiefs Association (FCA), Palo Alto Peace Officers' Association (POA), Palo Alto Police Management Association (PMA), and Services Employees International Union Local 521 (SEIU); and Updated Salary Schedules for Management and Professional Employees, SEIU Hourly Unit, and Limited Hourly Employees. *Title Updated, Supplemental Memo Added*

11. City Council Discussion with the Independent Police Auditor and Possible Approval of a Performance Review on Recruitment and Hiring  
*Late Report Added*

12. Report and Discussion on Community Engagement Activities Planned to Implement the City's Workplans for the 2022 Calendar Year  
*Moved from Action to Study Session, Late Report Added*

## **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](mailto: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**



**City of Palo Alto**  
**Office of the City Clerk**  
**City Council CAO Report**

**(ID # 14108)**

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**Meeting Date: 3/14/2022**

**Title: Approve Minutes from the February 28, 2022 City Council Meeting**

**From: Lesley Milton, City Clerk**

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

**ATTACHMENTS:**

- **Attachment4.a:** Attachment A: 20220228amCCs (PDF)



# CITY COUNCIL DRAFT ACTION MINUTES

Special Meeting  
February 28, 2022

The City Council of the City of Palo Alto met on this date in the Council Chambers and by virtual teleconference at 6:00 P.M.

Present: Burt, Cormack, DuBois, Filseth, Kou, Stone, Tanaka

Absent: None

## Study Session

1. ~~Report and Discussion on Valley Water's Purified Water Project Including Location of the Advanced Water Purification Facility at the Former Los Altos Treatment Plant Site, Reverse Osmosis Concentrate Management, Upcoming Agreements and Decisions. (This item has been removed from the agenda)~~

## Agenda Changes, Additions and Deletions

Item 1 was removed prior to the final posting deadline and was not considered.

## Consent Calendar

Council Member DuBois registered a no vote on Agenda Item 7.

Council Member Tanaka registered a no vote on Agenda Item 7.

**MOTION:** Council Member Cormack moved, seconded by Mayor Burt to approve Agenda Item Numbers 2-6, 8-10.

2. Approve Minutes from the February 5, 2022 City Council Retreat, February 7, 2022 City Council Meeting, and the February 14, 2022 City Council Meeting.
3. Adoption of **Resolution 10018** to Authorize the City Manager to Apply for an SB1383 Local Assistance Program Grant from the California Department of Resources Recycling and Recovery (CalRecycle) and Execute Related Program Agreements and Amendments.
4. Appointment of 2022 Emergency Standby Council.

# DRAFT ACTION MINUTES

5. Approval for the Renewal of the Agreement Between the City of Palo Alto and the Palo Alto Art Center Foundation for Mutual Cooperation and Support to Facilitate the Foundation's Financial and Administrative Support of the City's Palo Alto Art Center.
6. Approval of Amendment No. 2 to Professional Services Contract Number C20176858 With Sandis Civil Engineers to Increase the Not-to-Exceed Compensation by \$50,000 (to \$171,000) and to Extend the Term of the Contract to October 2026 for the Completion of Final Plans and Design Support for the Churchill Avenue Enhanced Bikeway Project.
7. Staff and Utilities Advisory Commission Recommend the Council Adopt **Resolution 10019** Amending Utilities Rule and Regulation 11 (Billing, Adjustments and Payment of Bills) to Set a \$5,000 Limit on Fee-Free Credit Card Payments and Apply a Cost-Recovery Charge for Credit Card Payments in Excess of \$5,000.
8. Approval of a Five-Year Contract C22181932 with Sierra Traffic Markings, Inc in the Amount of \$850,000 to Provide On-Call Minor Roadway Improvements.
9. Approval of Contract C22182466 With Ranger Pipelines, Inc. in the Amount of \$7,819,336 for Water Main Replacement Project 28 (WS-14001) in the Barron Park, Oak Creek, Duveneck Francis, Charleston Meadows Neighborhoods and in the California Business District, and Authorization for the City Manager to Negotiate and Execute Related Change Orders Not-to-Exceed \$781,934 for a Total Not-to-Exceed Amount of \$8,601,270.
10. Approval of Contract No. C22182372 with CSW/Stuber-Stroeh Engineering Group Inc. in the Amount of \$164,852 for Design Services for the University Avenue Streetscape Update Capital Improvement Program Project, PE-21004 and Approval of Budget Amendments in the Capital Improvement Fund and the Stanford University Medical Center (SUMC) Fund.

## MOTION SPLIT FOR PURPOSE OF VOTING

**ITEMS 2-6, 8-10 OF MOTION PASSED: 7-0**

**ITEM 7 OF MOTION PASSED: 5-2, Tanaka, DuBois no**

## Action Items



# DRAFT ACTION MINUTES

11. PUBLIC HEARING: Objections to Weed Abatement and Adoption of a Resolution Ordering Weed Nuisance Abated.

Public Hearing opened at 6:37 P.M.

The Council kept the Public hearing open and returned to the item after the culmination of Item 12. There were no comments from the public.

Public Hearing closed at 8:46 P.M.

**MOTION:** Council Member Filseth moved, seconded by Vice Mayor Kou to adopt **Resolution 10020** ordering the abatement of weed nuisances in the City of Palo Alto.

**MOTION PASSED:** 7-0

12. Discussion and Direction on Draft Response to the Santa Clara County Civil Grand Jury Report Published December 16, 2021 Pertaining to Affordable Housing and Potential Direction to Staff on Related Policies.

**MOTION:** Vice Mayor Kou moved, seconded by Council Member Filseth to direct Staff to accept the Grand Jury Response Letter and include clarification that the 2018 residential development cap is not decided at the ballot box.

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

13. California Avenue and Ramona Street Temporary and Permanent Closure: Direct Staff to Issue RFP for a Feasibility Study and Return for Contract Approval, and Provide Direction to Staff on Activities and Programming.

**ORIGINAL PROPOSED MOTION:** Council Member DuBois moved, seconded by Vice Mayor Kou to:

- A. Direct Staff to issue a Request for Information (RFI) and/or Request For Proposals (RFP) to obtain a consultant to conduct a feasibility study to define the scope and understand the impact of the proposed permanent closure(s) on portions of California Avenue from El Camino Real to Park Blvd. and the section of Ramona Street between Hamilton Avenue and University Avenue
- B. Direct Staff to return to Council for approval of the contract for the feasibility study and to provide a schedule

# DRAFT ACTION MINUTES

- C. Direct Staff to proceed with commencing a charette process prior to the full RFI/RFP product
- D. Include into the RFI, in addition to items mentioned in the staff report:
  - i. Evaluate option to close Cal Ave from Friday afternoon to Sunday afternoon in addition to permanent closure
  - ii. Consider methods to value rents for use of public spaces and evaluate if revenues could be used as partial funding of the process
  - iii. Suggest approach to improve aesthetics and maintain open sidewalks
  - iv. Include proposed guidelines on hours of use of public spaces and noise control
  - v. Evaluate displaced traffic impacts, particularly on residential streets
  - vi. Bring the budget request as part of the 2023 Budget process

**AMENDMENT:** Council Member Cormack moved, seconded by Mayor Burt to delete C, i: Evaluate option to close Cal Ave from Friday afternoon to Sunday afternoon in addition to permanent closure.

**MOTION PASSED:** 4-3 Filseth, Dubois, Kou no

**PROPOSED AMENDMENT:** Mayor Burt moved, seconded by Vice Mayor Kou to add to motion: Direct Staff to proceed with commencing with a charette process prior to the implementation of the RFI/RFP.

**MOTION FAILED:** 3-4, DuBois, Filseth, Cormack, Tanaka no

**AMENDMENT:** Mayor Burt moved, seconded by Council Member Stone to add to the motion: Direct Staff to come back with an item on Action to extend the street closure through December 31, 2023

**MOTION PASSED:** 5-2 DuBois, Kou no

**PROPOSED AMENDMENT:** Council Member Tanaka moved, seconded by Mayor Burt approved the addition of section D, i to enable biking on Cal Ave.

**MOTION FAILED:** 4-2, Dubois, Filseth, Cormack, Kou no

# DRAFT ACTION MINUTES

**FINAL AMENDED MOTION:** Council Member DuBois moved, seconded by Vice Mayor Kou to:

- A. Direct Staff to issue a Request for Information (RFI) and/or Request For Proposals (RFP) to obtain a consultant to conduct a feasibility study to define the scope and understand the impact of the proposed permanent closure(s) on portions of California Avenue from El Camino Real to Park Blvd. and the section of Ramona Street between Hamilton Avenue and University Avenue
- B. Direct Staff to return to Council for approval of the contract for the feasibility study and to provide a schedule
- C. Include into the RFI, in addition to items mentioned in the staff report:
  - i. ~~Evaluate option to close Cal Ave from Friday afternoon to Sunday afternoon in addition to permanent closure~~
  - ii. Consider methods to value rents for use of public spaces and evaluate if revenues could be used as partial funding of the process
  - iii. Suggest approach to improve aesthetics and maintain open sidewalks so that the pedestrian traffic is near the windows
  - iv. Include proposed guidelines on hours of use of public spaces and noise control
  - v. Evaluate displaced traffic impacts, particularly on residential streets
  - vi. Bring the budget request as part of the 2023 Budget process
- D. Direct staff to come back with an item on Action to extend the street closure through December 31, 2023

**MOTION PASSED:** 7-0

Adjournment: The meeting was adjourned at 11:53 P.M.

# DRAFT ACTION MINUTES

ATTEST:

APPROVED:

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City Clerk

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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 City Council Staff Report

(ID # 14069)

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**Meeting Date: 3/14/2022**

**Title: Adoption of Side letters of Agreement with Utilities Management and Professional Association of Palo Alto "UMPAPA", International Association of Fire Fighters IAFF "IAFF", Fire Chiefs Association "FCA", and Updated Salary Schedules for Management and Professional Employees, SEIU Hourly Unit, and Limited Hourly Employees.**

**From: City Manager**

**Lead Department: Human Resources**

### **Recommendation**

Staff recommends that City Council:

- 1) Adopt revised cover letter for the Management and Professional Compensation Plan.
- 2) Adopt a Letter of Agreement extending the existing contracts with the following labor groups; Utilities Management and Professional Association of Palo Alto (UMPAPA), International Association of Fire Fighters Local 1319 (IAFF), and the Palo Alto Fire Chiefs Association (FCA).
- 3) Amend the salary schedules for the Services Employees International Union–Hourly (SEIU–H) group and the Limited Hourly (HRLY) group in accordance with the City's 2022 minimum wage ordinance and applicable bargaining terms.

### **Background**

The salary schedule and compensation plan for the City's unrepresented Management and Professional may be adjusted from time-to-time when recommended by the City Manager and approved by Council. A cost of living adjustment (COLA) is recommended for the unrepresented Management and Professional at this time, as discussed in this report. Approximately 200 employees are designated as Management and Professional, including directors, managers, professionals with technical expertise, and administrative staff.

In addition to establishing salaries for unrepresented employees, the City of Palo Alto, as a local public agency, is required under California State law to meet and confer in good faith with its recognized labor organizations to reach agreements regarding

wages, hours and other terms and conditions of employment. In order to meet the challenges facing the City specifically in the areas of recruitment and retention, the City took proactive steps to negotiate agreements in advance of the expiration of the following agreements:

- The Utilities Management and Professional Association of Palo Alto (UMPAPA) represents Utilities assistant directors, managers, supervisors and management-level professional and technical employees assigned to the City's five different utilities. Approximately 50 employees are in this labor group and are subject to a bargaining agreement. UMPAPA is currently covered by an agreement that expires June 30, 2022.
- International Association of Fire Fighters Local 1319 (IAFF/FCA) represents both front line and supervisory fire personnel. Combined, IAFF represents approximately 90 fire personnel who work in prevention, suppression, training and fire management. IAFF and FCA are currently covered by Agreements that are set to expire June 30, 2022.

Additionally, the City of Palo Alto adopted a Minimum Wage Ordinance which adjusts the minimum wage each January 1 based on the Bay Area Consumer Price Index as published by the U.S Department of Labor. Specific adjustments for 2022 based on the minimum wage ordinance are noted on the revised salary schedule as an attachment for Council adoption.

## **Discussion**

Since the pandemic began in early 2020, the City has experienced revenue losses and negative financial impacts. A number of austerity measures were taken to offset the budgetary impacts of the pandemic, including position eliminations, layoffs, furloughs and wage freezes. As a result, Management and Professional employees participated in unpaid furloughs equivalent to a 5% reduction in salary in 2020 and did not receive general salary adjustments in 2020 or 2021, except for merit awards that were effective July 1, 2021.

UMPAPA members have not receive general salary adjustments since the pandemic, except for merit awards that were effective July 1, 2021. In early 2021, the City was ordered by the California Public Employee Relations Board (PERB) to settle a 2016 contract dispute. The settlement resulted in non-pensionable cash payments to employees in UMPAPA for wages that would otherwise have been paid if an agreement had been reached. However, the settlement of that dispute did not change employee pay rates.

IAFF and FCA approached the City in 2020 and offered to defer their contractually negotiated 3% general wage increase to assist the City in navigating the sudden and

unexpected impact of COVID-19 on the City's FY21 budget. Similar actions were not taken by surrounding Fire agencies.

At this time the City Manager is recommending a 4% COLA after considering cost of living indicators (such as the Consumer Price Index) and regional economic factors. Given the significant recruitment and retention challenges facing the City under the current labor market conditions, the City Manager recommends implementing the COLA with urgency and applying the increase as soon as administratively feasible. If approved at the Council meeting on March 14, the salary adjustments are expected to be implemented by Human Resources and Payroll Staff in time for paychecks on April 1, 2022. In addition to the required COLA to keep pace with our local inflationary costs, actions must be more directly taken to address staffing needs within the City's Fire services. Surrounding agencies who did not defer wage increase during the pandemic and have been able to create a competitive advantage in total compensation versus the City of Palo Alto. The actions brought to Council tonight are meant to take some immediate actions to diminish this advantage while staff develop additional recommendations and concepts for Council continued discussion and review.

#### *Letters of Agreement*

Below is a high-level overview of the Letters of Agreement for each bargaining group:

##### (1) UMPAPA

- a. 4% Cost of Living Adjustment effective April 1, 2022 paycheck
- b. New expiration date of December 31, 2022

##### (2) IAFF Local 1319

- a. 4% Cost of Living Adjustment effective the April 1, 2022 paycheck
- b. 3% market adjustment effective the first full pay period following July 1, 2022
- c. New expiration date of December 31, 2022

##### (3) FCA

- a. 4% Cost of Living Adjustment effective the April 1, 2022 paycheck
- b. 3% market adjustment effective the first full pay period following July 1, 2022
- c. Expansion of Battalion Chief Extra shift payments to address current staffing levels
- d. New expiration date of December 31, 2022

Revised salary schedules have been attached for each group showing the new ranges. This Council memorandum is being brought concurrent to Union ratification of the attached Letters of Agreements. If any Letters of Agreements are not ratified by the union membership, staff will revise this memorandum prior to Council adoption.

Staff anticipate continuing discussion with Council throughout the budget process both in open and closed sessions and beginning negotiations with labor partners as soon as

September of 2022. This action is just one piece of the City's overall strategy to remain an employer of choice in an increasingly competitive local job market.

### *Minimum Wage Ordinance*

Additionally, in order to comply with Palo Alto's Minimum Wager Ordinance, the SEIU-H and HRLY salary schedules must be updated to reflect the City Minimum wage of \$16.45 per hour.

### *Battalion Chief Extra Shifts*

In order to address immediate staffing shortages within the Fire Department and reduce the number of force-in overtime shifts of front-line personnel, the City and FCA have agreed to a temporary expanded Extra Shift language, specifically linked to the current vacancies at both the Battalion Chief and Firefighter levels. Specifically, the currently vacant Deputy Chief/Fire Marshall is reducing available Battalion Chief staffing for suppression activities causing continuous force-in overtime. This action will increase the compensation for Battalion Chiefs when they cover additional shifts and will expire with the current agreement or once the Deputy Chief/Fire Marshall role is filled permanently, whichever is sooner.

## **Resource Impact**

Approval of the staff recommendations outlined in this report will result in compensation adjustments beginning in the April 1, 2022 pay period for unrepresented Management and Professional, UMPAPA, IAFF and FCA. The City will incur an additional 16 weeks of costs in the current fiscal year that is expected to be absorbed through salary savings from vacant positions. The minimum wage adjustments for SEIU-H and 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 2023 Proposed Budget, scheduled for review by the Finance Committee in May 2022.

In FY 2023, the 4% increase for MGMT, UMPAPA, IAFF, and FCA will cost approximately \$2.4 million in annual costs (\$1.5 million in the General Fund). The additional 3% market adjustment for IAFF and FCA is anticipated to cost an additional approximate \$485,000 in the General Fund. Any additional costs from the expansion of the Battalion Chief extra shift coverage will be absorbed by the Department's existing overtime budget.

The City's pension trust manager, CalPERS, issues an annual valuation in July/August that determines employer contributions for the coming fiscal year. By practice, CalPERS uses member data two years in arrears; therefore, impacts from actions in this report are expected to materialize in FY 2025/26.



A link to the most recent CalPERS annual valuation for the period ending June 30, 2020 (FY 2023 Budget) can be found here (CMR 13440):

<https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/finance-committee/2021/20210921/20210921pfcr-amended-linked.pdf>

**Attachments:**

- **Attachment5.a:** Attachemtn A: Management and Conf Salary Schedule Final FY22 03.12.2022
- Attachment5.b: Attachment B: SEIU Hourly Salary Schedule 01.01.2022 Min Wage
- Attachment5.c: Attachment C: Limited Hourly Salary Schedule 01.01.2022 Min Wage
- Attachment5.d: Attachment D: IAFF Salary Schedule 2022 03.12.2022 07.02.2022
- Attachment5.e: Attachment E: FCA Salary Schedule FY2022 03.12.2022 07.02.2022
- Attachment5.f: Attachment F: UMPAPA Salary Schedule FY22 03.12.2022
- Attachment5.g: Management and Confidential Cover Sheet 3.14.22
- Attachment5.h: UMPAPA Letter of Agreement Extension 3.14.22
- Attachment5.i: IAFF Letter of Agreement Extension 3.14.22
- Attachment5.j: FCA Letter of Agreement Extension 3.14.22



**City of Palo Alto**  
**Management, Professional and Confidential Salary Schedule**  
**Effective 3/12/2022 (4% Increase)**

Job Code	FLSA Status	Classifications	Grade Codes	Hourly Rate			Annual Salary		
				Min	Mid	Max	Min	Mid	Max
190	Non-Exempt	Accountant	690P	\$38.84	\$48.54	\$58.25	\$80,787	\$100,963	\$121,160
76	Exempt	Administrative Assistant	750P	\$30.71	\$39.92	\$47.91	\$63,877	\$83,034	\$95,805
115	Exempt	Assistant Chief Building Official	405M	\$49.88	\$64.84	\$77.81	\$103,750	\$134,867	\$155,605
132	Exempt	Assistant Chief of Police	100A	\$81.64	\$106.13	\$127.36	\$169,811	\$220,750	\$254,696
108	Exempt	Assistant City Attorney	165A	\$69.20	\$89.95	\$107.94	\$143,936	\$187,096	\$215,883
109	Exempt	Assistant City Clerk	630M	\$40.28	\$52.37	\$62.85	\$83,782	\$108,930	\$125,674
107	Exempt	Assistant City Manager	20E	\$84.80	\$110.23	\$132.28	\$176,384	\$229,278	\$264,555
73	Exempt	Assistant Director Administrative Services	120A	\$69.78	\$90.71	\$108.86	\$145,142	\$188,677	\$217,714
126	Exempt	Assistant Director Community Services	150A	\$66.80	\$86.83	\$104.20	\$138,944	\$180,606	\$208,395
1007	Exempt	Assistant Director Human Resources	155A	\$64.57	\$83.94	\$100.73	\$134,306	\$174,595	\$201,469
2001	Exempt	Assistant Director Library Services	160A	\$63.89	\$83.06	\$99.68	\$132,891	\$172,765	\$199,347
10	Exempt	Assistant Director Planning & Community Environment	130A	\$68.44	\$88.97	\$106.77	\$142,355	\$185,058	\$213,512
143	Exempt	Assistant Director Public Works	140A	\$67.64	\$87.94	\$105.53	\$140,691	\$182,915	\$211,037
168	Exempt	Assistant Fleet Manager	585M	\$42.34	\$55.04	\$66.05	\$88,067	\$114,483	\$132,101
102	Exempt	Assistant Manager WQCP	240D	\$54.68	\$71.08	\$85.30	\$113,734	\$147,846	\$170,581
30	Exempt	Assistant to the City Manager	390M	\$52.84	\$68.70	\$82.44	\$109,907	\$142,896	\$164,861
118	Exempt	Chief Building Official	290M	\$64.93	\$84.41	\$101.30	\$135,054	\$175,573	\$202,592
2008	Exempt	Chief Communications Officer	135A	\$68.07	\$88.49	\$106.19	\$141,586	\$184,059	\$212,368
112	Exempt	Chief Planning Official	220D	\$58.03	\$75.44	\$90.53	\$120,702	\$156,915	\$181,043
95	Exempt	Chief Procurement Officer	235D	\$54.89	\$71.36	\$85.64	\$114,171	\$148,429	\$171,267
82	Exempt	Chief Transportation Official	140A	\$67.64	\$87.94	\$105.53	\$140,691	\$182,915	\$211,037
96	Exempt	Claims Investigator	660P	\$37.40	\$48.62	\$58.35	\$77,792	\$101,130	\$116,688
24	Exempt	Communication Specialist	615M	\$40.51	\$52.66	\$63.20	\$84,261	\$109,533	\$126,381
89	Exempt	Contracts Administrator	585P	\$42.34	\$55.04	\$66.05	\$88,067	\$114,483	\$132,101
186	Non-Exempt	Coordinator Library Circulation	675M	\$35.66	\$46.36	\$55.64	\$74,173	\$96,429	\$111,259
191	Exempt	Deputy Chief/Fire Marshall	125A	\$68.96	\$89.65	\$107.58	\$143,437	\$186,472	\$215,155
11	Exempt	Deputy City Attorney	375M	\$54.17	\$70.42	\$84.51	\$112,674	\$146,474	\$169,021
71	Exempt	Deputy City Clerk	720M	\$32.27	\$41.95	\$50.34	\$67,122	\$87,256	\$100,672
55	Exempt	Deputy City Manager	115A	\$70.69	\$91.90	\$110.28	\$147,035	\$191,152	\$220,563
195	Exempt	Deputy Director Technical Services Division	200D	\$68.75	\$89.37	\$107.25	\$143,000	\$185,890	\$214,490
20	Exempt	Deputy Fire Chief	110A	\$71.84	\$93.40	\$112.08	\$149,427	\$194,272	\$224,141
81	Exempt	Director Administrative Services/Chief Financial Officer	50E	\$81.28	\$105.67	\$126.81	\$169,062	\$219,794	\$253,594
72	Exempt	Director Community Services	45E	\$81.92	\$106.49	\$127.79	\$170,394	\$221,499	\$255,570
1012	Exempt	Director Development Services	145A	\$71.92	\$93.49	\$112.19	\$149,594	\$194,459	\$224,370




**City of Palo Alto**  
**Management, Professional and Confidential Salary Schedule**  
**Effective 3/12/2022 (4% Increase)**

Job Code	FLSA Status	Classifications	Grade Codes	Hourly Rate			Annual Salary		
				Min	Mid	Max	Min	Mid	Max
133	Exempt	Director Human Resources/Chief People Officer	55E	\$77.48	\$100.72	\$120.87	\$161,158	\$209,498	\$241,717
128	Exempt	Director Information Technology/Chief Information Officer	25E	\$84.65	\$110.05	\$132.06	\$176,072	\$228,904	\$264,118
131	Exempt	Director Libraries	60E	\$76.67	\$99.67	\$119.61	\$159,474	\$207,314	\$239,200
2028	Exempt	Director of Emergency Medical Services	215D	\$60.16	\$78.20	\$93.84	\$125,133	\$162,656	\$187,678
2005	Exempt	Director Office of Emergency Services	215D	\$60.16	\$78.20	\$93.84	\$125,133	\$162,656	\$187,678
49	Exempt	Director Office of Management and Budget	120A	\$69.78	\$90.71	\$108.86	\$145,142	\$188,677	\$217,714
134	Exempt	Director Planning & Community Environment	40E	\$82.10	\$106.73	\$128.08	\$170,768	\$221,998	\$256,152
135	Exempt	Director Public Works/City Engineer	30E	\$83.16	\$108.11	\$129.74	\$172,973	\$224,869	\$259,459
121	Exempt	Director Utilities	10E	\$106.56	\$138.53	\$166.24	\$221,645	\$288,142	\$332,467
2002	Exempt	Division Head Library Services	260D	\$51.87	\$67.43	\$80.92	\$107,890	\$140,254	\$161,824
172	Exempt	Division Manager Open Space, Parks & Golf	245D	\$53.94	\$70.12	\$84.15	\$112,195	\$145,850	\$168,293
TBD	Exempt	Division Manager Planning	220D	\$58.03	\$75.44	\$90.53	\$120,702	\$156,915	\$181,043
1005	Exempt	Executive Assistant to the City Manager	705M	\$34.74	\$45.16	\$54.20	\$72,259	\$93,933	\$108,389
139	Exempt	Fire Chief	35E	\$82.70	\$107.51	\$129.02	\$172,016	\$223,621	\$258,024
163	Exempt	Hearing Officer	480M	\$49.08	\$63.80	\$76.56	\$102,086	\$132,704	\$153,109
101	Exempt	Human Resources Representative	735P	\$31.48	\$40.92	\$49.11	\$65,478	\$85,114	\$98,197
90	Exempt	Landscape Architect Park Planner	510M	\$46.72	\$60.73	\$72.88	\$97,178	\$126,318	\$145,746
2015	Exempt	Legal Fellow	755P	\$40.16	\$52.21	\$62.66	\$83,533	\$108,597	\$125,299
171	Exempt	Management Analyst	585M	\$42.34	\$55.04	\$66.05	\$88,067	\$114,483	\$132,101
79	Exempt	Manager Accounting	235D	\$54.89	\$71.36	\$85.64	\$114,171	\$148,429	\$171,267
2007	Exempt	Manager Airport	210D	\$60.17	\$78.22	\$93.87	\$125,154	\$162,698	\$187,741
2023	Exempt	Manager Budget	360M	\$58.28	\$75.76	\$90.92	\$121,222	\$157,581	\$181,813
38	Exempt	Manager Communications	525M	\$45.57	\$59.24	\$71.09	\$94,786	\$123,219	\$142,189
154	Exempt	Manager Community Services	630M	\$40.28	\$52.37	\$62.85	\$83,782	\$108,930	\$125,674
169	Exempt	Manager Community Services Sr Program	585M	\$42.34	\$55.04	\$66.05	\$88,067	\$114,483	\$132,101
1013	Exempt	Manager Development Center	495M	\$47.88	\$62.25	\$74.70	\$99,590	\$129,480	\$149,386
63	Exempt	Manager Economic Development	220D	\$58.03	\$75.44	\$90.53	\$120,702	\$156,915	\$181,043
44	Exempt	Manager Employee Benefits	450M	\$49.59	\$64.46	\$77.36	\$103,147	\$134,077	\$154,710
45	Exempt	Manager Employee Relations & Training	235D	\$54.89	\$71.36	\$85.64	\$114,171	\$148,429	\$171,267
93	Exempt	Manager Environmental Control Program	419M	\$50.77	\$66.00	\$79.20	\$105,602	\$137,280	\$158,413
1116	Exempt	Manager Facilities	445M	\$50.33	\$65.43	\$78.52	\$104,686	\$136,094	\$157,040
2030	Exempt	Manager Finance	223D	\$57.64	\$74.93	\$89.92	\$119,891	\$155,854	\$179,816
127	Exempt	Manager Fleet	255D	\$50.84	\$66.10	\$79.32	\$105,747	\$137,488	\$158,621
2018	Exempt	Manager Human Services	540M	\$44.47	\$57.81	\$69.38	\$92,498	\$120,245	\$138,736



**City of Palo Alto**  
**Management, Professional and Confidential Salary Schedule**  
**Effective 3/12/2022 (4% Increase)**

Job Code	FLSA Status	Classifications	Grade Codes	Hourly Rate			Annual Salary		
				Min	Mid	Max	Min	Mid	Max
32	Exempt	Manager Information Technology	230D	\$56.13	\$72.97	\$87.57	\$116,750	\$151,778	\$175,136
2006	Exempt	Manager Information Technology Security	230D	\$56.13	\$72.97	\$87.57	\$116,750	\$151,778	\$175,136
158	Exempt	Manager Laboratory Services	495M	\$47.88	\$62.25	\$74.70	\$99,590	\$129,480	\$149,386
78	Exempt	Manager Library Services	565M	\$41.80	\$54.33	\$65.20	\$86,944	\$113,006	\$130,395
92	Exempt	Manager Maintenance Operations	469M	\$46.90	\$60.97	\$73.17	\$97,552	\$126,818	\$146,328
26	Exempt	Manager Transportation Planning	345M	\$54.88	\$71.35	\$85.62	\$114,150	\$148,408	\$171,226
51	Exempt	Manager Planning	415M	\$50.84	\$66.09	\$79.31	\$105,747	\$137,467	\$158,600
103	Exempt	Manager Real Property	235D	\$54.89	\$71.36	\$85.64	\$114,171	\$148,429	\$171,267
2011	Exempt	Manager Revenue Collections	250D	\$51.56	\$67.03	\$80.44	\$107,245	\$139,422	\$160,867
160	Exempt	Manager Solid Waste	330M	\$55.53	\$72.19	\$86.63	\$115,502	\$150,155	\$173,264
57	Exempt	Manager Treasury, Debt & Investments	235D	\$54.89	\$71.36	\$85.64	\$114,171	\$148,429	\$171,267
86	Exempt	Manager Urban Forestry	436M	\$52.31	\$68.00	\$81.60	\$108,805	\$141,440	\$163,197
178	Exempt	Manager Water Quality Control Plant	205D	\$61.77	\$80.30	\$96.36	\$128,482	\$167,024	\$192,733
39	Exempt	Manager Watershed Protection	330M	\$55.53	\$72.19	\$86.63	\$115,502	\$150,155	\$173,264
1008	Exempt	Office of Emergency Services Coordinator	525M	\$45.57	\$59.24	\$71.09	\$94,786	\$123,219	\$142,189
2024	Exempt	Performance Auditor I	750P	\$30.71	\$39.92	\$47.91	\$63,877	\$83,034	\$95,805
100	Exempt	Performance Auditor II	585M	\$42.34	\$55.04	\$66.05	\$88,067	\$114,483	\$132,101
148	Exempt	Police Chief	15E	\$91.95	\$119.53	\$143.44	\$191,256	\$248,622	\$286,874
2021	Exempt	Chief Assistant City Attorney	101A	\$83.72	\$108.84	\$130.61	\$174,138	\$226,387	\$261,206
2016	Exempt	Principal Business Analyst	310M	\$58.51	\$76.06	\$91.28	\$121,701	\$158,205	\$182,541
2029	Exempt	Principal Planner	469M	\$47.28	\$61.46	\$73.76	\$98,342	\$127,837	\$147,493
2003	Exempt	Principal Management Analyst	360M	\$58.28	\$75.76	\$90.92	\$121,222	\$157,581	\$181,813
2009	Exempt	Project Manager	570M	\$42.61	\$55.40	\$66.48	\$88,629	\$115,232	\$132,954
2012	Exempt	Public Safety Communications Manager	495M	\$47.88	\$62.25	\$74.70	\$99,590	\$129,480	\$149,386
166	Exempt	Public Safety Program Manager	585M	\$42.34	\$55.04	\$66.05	\$88,067	\$114,483	\$132,101
117	Exempt	Senior Accountant	525M	\$45.57	\$59.24	\$71.09	\$94,786	\$123,219	\$142,189
2013	Exempt	Senior Business Analyst - M	420M	\$50.88	\$66.15	\$79.38	\$105,830	\$137,592	\$158,746
187	Exempt	Senior Engineer	300M	\$58.34	\$75.84	\$91.01	\$121,347	\$157,747	\$182,021
106	Exempt	Senior Executive Assistant	450M	\$49.59	\$64.46	\$77.36	\$103,147	\$134,077	\$154,710
157	Exempt	Senior Human Resources Administrator	545M	\$43.22	\$56.19	\$67.43	\$89,898	\$116,875	\$134,846
14	Exempt	Senior Management Analyst	465M	\$49.55	\$64.41	\$77.30	\$103,064	\$133,973	\$154,586
130	Exempt	Senior Performance Auditor	510M	\$46.72	\$60.73	\$72.88	\$97,178	\$126,318	\$145,746
53	Exempt	Senior Project Manager	300M	\$58.34	\$75.84	\$91.01	\$121,347	\$157,747	\$182,021
33	Exempt	Senior Technologist	420M	\$50.88	\$66.15	\$79.38	\$105,830	\$137,592	\$158,746

 <b>City of Palo Alto</b> <b>Management, Professional and Confidential Salary Schedule</b> <b>Effective 3/12/2022 (4% Increase)</b>									
Job Code	FLSA Status	Classifications	Grade Codes	Hourly Rate			Annual Salary		
				Min	Mid	Max	Min	Mid	Max
155	Exempt	Superintendent Animal Services	540M	\$44.47	\$57.81	\$69.38	\$92,498	\$120,245	\$138,736
83	Exempt	Superintendent Community Services	480M	\$49.08	\$63.80	\$76.56	\$102,086	\$132,704	\$153,109
1117	Exempt	Superintendent Recreation	480M	\$49.08	\$63.80	\$76.56	\$102,086	\$132,704	\$153,109
2022	Exempt	Supervising Librarian	675M	\$35.80	\$46.53	\$55.84	\$74,464	\$96,782	\$111,675
161	Exempt	Supervisor Facilities Management	600M	\$41.39	\$53.80	\$64.56	\$86,091	\$111,904	\$129,126
113	Exempt	Supervisor Inspection and Surveying	540M	\$44.47	\$57.81	\$69.38	\$92,498	\$120,245	\$138,736
146	Exempt	Supervisor Warehouse	660M	\$37.40	\$48.62	\$58.35	\$77,792	\$101,130	\$116,688
181	Exempt	Supervisor Water Quality Control Operations	525M	\$45.57	\$59.24	\$71.09	\$94,786	\$123,219	\$142,189
2027	Exempt	Utilities Chief Operating Officer	60E	\$76.67	\$99.67	\$119.61	\$159,474	\$207,314	\$239,200
<b>Confidential Classifications</b>									
905	Non-Exempt	Human Resources Technician	830C	\$27.15	\$35.29	\$42.35	\$56,472	\$73,403	\$88,088
903	Non-Exempt	Legal Secretary-Confidential	820C	\$27.83	\$36.18	\$43.42	\$57,886	\$75,254	\$90,314
67	Exempt	Secretary to City Attorney	800C	\$33.07	\$42.99	\$51.59	\$68,786	\$89,419	\$107,307
1004	Non-Exempt	Senior Legal Secretary - Confidential	810C	\$30.71	\$39.92	\$47.91	\$63,877	\$83,034	\$99,653



# Service Employees International Union (SEIU) - Hourly Group Salary Schedule

5.b

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)
9000	Non-exempt	Administrative Specialist I – H	1	\$22.90	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$24.11	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$25.38	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$26.72	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$28.13	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17
9001	Non-exempt	Administrative Specialist II - H	1	\$27.35	\$28.04	\$28.04	\$28.75	\$28.75	\$29.33	\$29.33
			2	\$28.79	\$29.52	\$29.52	\$30.26	\$30.26	\$30.87	\$30.87
			3	\$30.31	\$31.07	\$31.07	\$31.85	\$31.85	\$32.49	\$32.49
			4	\$31.90	\$32.70	\$32.70	\$33.53	\$33.53	\$34.20	\$34.20
			5	\$33.58	\$34.42	\$34.42	\$35.29	\$35.29	\$36.00	\$36.00
9002	Non-exempt	Assistant Park Ranger - H	1	\$22.90	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$24.11	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$25.38	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$26.72	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$28.13	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17
9003	Non-exempt	Building Service Person - H	1	\$21.17	\$21.70	\$21.70	\$22.24	\$22.24	\$22.69	\$22.69
			2	\$22.28	\$22.84	\$22.84	\$23.41	\$23.41	\$23.88	\$23.88
			3	\$23.45	\$24.04	\$24.04	\$24.64	\$24.64	\$25.14	\$25.14
			4	\$24.68	\$25.30	\$25.30	\$25.94	\$25.94	\$26.46	\$26.46
			5	\$25.98	\$26.63	\$26.63	\$27.30	\$27.30	\$27.85	\$27.85
9004	Non-exempt	Clerical Assistant - H	1	\$18.56	\$19.03	\$19.03	\$19.50	\$19.50	\$19.90	\$19.90
			2	\$19.54	\$20.03	\$20.03	\$20.53	\$20.53	\$20.95	\$20.95
			3	\$20.57	\$21.08	\$21.08	\$21.61	\$21.61	\$22.05	\$22.05
			4	\$21.65	\$22.19	\$22.19	\$22.75	\$22.75	\$23.21	\$23.21
			5	\$22.79	\$23.36	\$23.36	\$23.95	\$23.95	\$24.43	\$24.43
9005	Non-exempt	Custodial Aide - H	1	\$15.01	\$15.39	\$15.39	\$15.78	\$15.78	\$16.09	\$16.45
			2	\$15.80	\$16.20	\$16.20	\$16.61	\$16.61	\$16.94	\$17.31
			3	\$16.63	\$17.05	\$17.05	\$17.48	\$17.48	\$17.83	\$18.22
			4	\$17.50	\$17.95	\$17.95	\$18.40	\$18.40	\$18.77	\$19.18
			5	\$18.42	\$18.89	\$18.89	\$19.37	\$19.37	\$19.76	\$20.19
9006	Non-exempt	Custodial Assistant - H	1	\$17.54	\$17.97	\$17.97	\$18.44	\$18.44	\$18.81	\$18.81
			2	\$18.46	\$18.92	\$18.92	\$19.41	\$19.41	\$19.80	\$19.80
			3	\$19.43	\$19.92	\$19.92	\$20.43	\$20.43	\$20.84	\$20.84
			4	\$20.45	\$20.97	\$20.97	\$21.50	\$21.50	\$21.94	\$21.94
			5	\$21.53	\$22.07	\$22.07	\$22.63	\$22.63	\$23.09	\$23.09
9007	Non-exempt	House Manager - H	1	\$17.24	\$17.68	\$17.68	\$18.14	\$18.14	\$18.50	\$18.50
			2	\$18.15	\$18.61	\$18.61	\$19.09	\$19.09	\$19.47	\$19.47
			3	\$19.11	\$19.59	\$19.59	\$20.09	\$20.09	\$20.49	\$20.49
			4	\$20.12	\$20.62	\$20.62	\$21.15	\$21.15	\$21.57	\$21.57
			5	\$21.18	\$21.71	\$21.71	\$22.26	\$22.26	\$22.71	\$22.71
9008	Non-exempt	Instructor Aide - H	1	\$13.88	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.61	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$15.38	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$16.19	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$17.04	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
9009	Non-exempt	Instructor I - H	1	\$21.66	\$22.21	\$22.21	\$22.76	\$22.76	\$23.22	\$23.22
			2	\$22.80	\$23.38	\$23.38	\$23.96	\$23.96	\$24.44	\$24.44
			3	\$24.00	\$24.61	\$24.61	\$25.22	\$25.22	\$25.73	\$25.73
			4	\$25.26	\$25.90	\$25.90	\$26.55	\$26.55	\$27.08	\$27.08
			5	\$26.59	\$27.26	\$27.26	\$27.95	\$27.95	\$28.51	\$28.51
9010	Non-exempt	Instructor II - H	1	\$26.37	\$27.03	\$27.03	\$27.71	\$27.71	\$28.26	\$28.26
			2	\$27.76	\$28.45	\$28.45	\$29.17	\$29.17	\$29.75	\$29.75
			3	\$29.22	\$29.95	\$29.95	\$30.70	\$30.70	\$31.32	\$31.32
			4	\$30.76	\$31.53	\$31.53	\$32.32	\$32.32	\$32.97	\$32.97
			5	\$32.38	\$33.19	\$33.19	\$34.02	\$34.02	\$34.71	\$34.71
9036	Non-exempt	Instructor III-H	1	\$30.35	\$31.12	\$31.12	\$31.89	\$31.89	\$32.54	\$32.54
			2	\$31.95	\$32.76	\$32.76	\$33.57	\$33.57	\$34.25	\$34.25
			3	\$33.63	\$34.48	\$34.48	\$35.34	\$35.34	\$36.05	\$36.05
			4	\$35.40	\$36.29	\$36.29	\$37.20	\$37.20	\$37.95	\$37.95
			5	\$37.26	\$38.20	\$38.20	\$39.16	\$39.16	\$39.95	\$39.95



## Service Employees International Union (SEIU) - Hourly Group Salary Schedule

**5.b**

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)
9011	Non-exempt	Librarian - H	1	\$27.85	\$28.56	\$28.56	\$29.26	\$29.26	\$29.86	\$29.86
			2	\$29.32	\$30.06	\$30.06	\$30.80	\$30.80	\$31.43	\$31.43
			3	\$30.86	\$31.64	\$31.64	\$32.42	\$32.42	\$33.08	\$33.08
			4	\$32.48	\$33.30	\$33.30	\$34.13	\$34.13	\$34.82	\$34.82
			5	\$34.19	\$35.05	\$35.05	\$35.93	\$35.93	\$36.65	\$36.65
9012	Non-exempt	Library Clerk - H	1	\$20.74	\$21.26	\$21.26	\$21.79	\$21.79	\$22.24	\$22.24
			2	\$21.83	\$22.38	\$22.38	\$22.94	\$22.94	\$23.41	\$23.41
			3	\$22.98	\$23.56	\$23.56	\$24.15	\$24.15	\$24.64	\$24.64
			4	\$24.19	\$24.80	\$24.80	\$25.42	\$25.42	\$25.94	\$25.94
			5	\$25.46	\$26.10	\$26.10	\$26.76	\$26.76	\$27.30	\$27.30
9013	Non-exempt	Library Page - H	1	\$13.88	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.61	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$15.38	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$16.19	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$17.04	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
9014	Non-exempt	Maintenance Assistant - H	1	\$16.69	\$17.10	\$17.10	\$17.54	\$17.54	\$17.90	\$17.90
			2	\$17.57	\$18.00	\$18.00	\$18.46	\$18.46	\$18.84	\$18.84
			3	\$18.49	\$18.95	\$18.95	\$19.43	\$19.43	\$19.83	\$19.83
			4	\$19.46	\$19.95	\$19.95	\$20.45	\$20.45	\$20.87	\$20.87
			5	\$20.48	\$21.00	\$21.00	\$21.53	\$21.53	\$21.97	\$21.97
9015	Non-exempt	Open Space Technician - H	1	\$16.69	\$17.10	\$17.10	\$17.54	\$17.54	\$17.90	\$17.90
			2	\$17.57	\$18.00	\$18.00	\$18.46	\$18.46	\$18.84	\$18.84
			3	\$18.49	\$18.95	\$18.95	\$19.43	\$19.43	\$19.83	\$19.83
			4	\$19.46	\$19.95	\$19.95	\$20.45	\$20.45	\$20.87	\$20.87
			5	\$20.48	\$21.00	\$21.00	\$21.53	\$21.53	\$21.97	\$21.97
9016	Non-exempt	Print Shop Assistant - H	1	\$20.74	\$21.26	\$21.26	\$21.79	\$21.79	\$22.24	\$22.24
			2	\$21.83	\$22.38	\$22.38	\$22.94	\$22.94	\$23.41	\$23.41
			3	\$22.98	\$23.56	\$23.56	\$24.15	\$24.15	\$24.64	\$24.64
			4	\$24.19	\$24.80	\$24.80	\$25.42	\$25.42	\$25.94	\$25.94
			5	\$25.46	\$26.10	\$26.10	\$26.76	\$26.76	\$27.30	\$27.30
9017	Non-exempt	Project Construction Inspector - H	1	\$30.00	\$30.76	\$30.76	\$31.52	\$31.52	\$32.17	\$32.17
			2	\$31.58	\$32.38	\$32.38	\$33.18	\$33.18	\$33.86	\$33.86
			3	\$33.24	\$34.08	\$34.08	\$34.93	\$34.93	\$35.64	\$35.64
			4	\$34.99	\$35.87	\$35.87	\$36.77	\$36.77	\$37.52	\$37.52
			5	\$36.83	\$37.76	\$37.76	\$38.71	\$38.71	\$39.49	\$39.49
9018	Non-exempt	Project Specialist - H	1	\$22.90	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$24.11	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$25.38	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$26.72	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$28.13	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17
9019	Non-exempt	Recreation Aide - H	1	\$13.88	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.61	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$15.38	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$16.19	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$17.04	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
9020	Non-exempt	Recreation Leader I - H	1	\$13.88	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.61	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$15.38	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$16.19	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$17.04	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
9021	Non-exempt	Recreation Leader II - H	1	\$15.38	\$15.77	\$16.45	\$16.79	\$17.06	\$17.40	\$18.22
			2	\$16.19	\$16.60	\$17.32	\$17.67	\$17.96	\$18.32	\$19.18
			3	\$17.04	\$17.47	\$18.23	\$18.60	\$18.90	\$19.28	\$20.19
			4	\$17.94	\$18.39	\$19.14	\$19.58	\$19.89	\$20.29	\$21.25
			5	\$18.88	\$19.36	\$20.10	\$20.61	\$20.94	\$21.36	\$22.36
9022	Non-exempt	Recreation Leader III - H	1	\$17.50	\$17.94	\$18.14	\$18.51	\$18.90	\$19.29	\$20.18
			2	\$18.42	\$18.88	\$19.10	\$19.48	\$19.89	\$20.30	\$21.24
			3	\$19.39	\$19.87	\$20.10	\$20.50	\$20.94	\$21.37	\$22.36
			4	\$20.41	\$20.92	\$21.11	\$21.58	\$22.04	\$22.49	\$23.54
			5	\$21.48	\$22.02	\$22.16	\$22.72	\$23.20	\$23.67	\$24.77



# Service Employees International Union (SEIU) - Hourly Group Salary Schedule

5.b

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)
9023	Non-exempt	Stock Clerk - H	1	\$16.59	\$17.01	\$17.01	\$17.43	\$17.43	\$17.78	\$17.78
			2	\$17.46	\$17.91	\$17.91	\$18.35	\$18.35	\$18.72	\$18.72
			3	\$18.38	\$18.85	\$18.85	\$19.32	\$19.32	\$19.71	\$19.71
			4	\$19.35	\$19.84	\$19.84	\$20.34	\$20.34	\$20.75	\$20.75
			5	\$20.37	\$20.88	\$20.88	\$21.41	\$21.41	\$21.84	\$21.84
9025	Non-exempt	Technical Specialist - H	1	\$18.56	\$19.03	\$19.03	\$19.50	\$19.50	\$19.90	\$19.90
			2	\$19.54	\$20.03	\$20.03	\$20.53	\$20.53	\$20.95	\$20.95
			3	\$20.57	\$21.08	\$21.08	\$21.61	\$21.61	\$22.05	\$22.05
			4	\$21.65	\$22.19	\$22.19	\$22.75	\$22.75	\$23.21	\$23.21
			5	\$22.79	\$23.36	\$23.36	\$23.95	\$23.95	\$24.43	\$24.43
9026	Non-exempt	Arts & Science Aide - H	1	\$13.88	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.61	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$15.38	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$16.19	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$17.04	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
9027	Non-exempt	Arts & Science Professional I - H	1	\$21.66	\$22.21	\$22.21	\$22.76	\$22.76	\$23.22	\$23.22
			2	\$22.80	\$23.38	\$23.38	\$23.96	\$23.96	\$24.44	\$24.44
			3	\$24.00	\$24.61	\$24.61	\$25.22	\$25.22	\$25.73	\$25.73
			4	\$25.26	\$25.90	\$25.90	\$26.55	\$26.55	\$27.08	\$27.08
			5	\$26.59	\$27.26	\$27.26	\$27.95	\$27.95	\$28.51	\$28.51
9028	Non-exempt	Arts & Science Professional II - H	1	\$26.37	\$27.03	\$27.03	\$27.71	\$27.71	\$28.26	\$28.26
			2	\$27.76	\$28.45	\$28.45	\$29.17	\$29.17	\$29.75	\$29.75
			3	\$29.22	\$29.95	\$29.95	\$30.70	\$30.70	\$31.32	\$31.32
			4	\$30.76	\$31.53	\$31.53	\$32.32	\$32.32	\$32.97	\$32.97
			5	\$32.38	\$33.19	\$33.19	\$34.02	\$34.02	\$34.71	\$34.71
9037	Non-exempt	Arts & Science Professional III - H	1	\$30.35	\$31.12	\$31.12	\$31.89	\$31.89	\$32.54	\$32.54
			2	\$31.95	\$32.76	\$32.76	\$33.57	\$33.57	\$34.25	\$34.25
			3	\$33.63	\$34.48	\$34.48	\$35.34	\$35.34	\$36.05	\$36.05
			4	\$35.40	\$36.29	\$36.29	\$37.20	\$37.20	\$37.95	\$37.95
			5	\$37.26	\$38.20	\$38.20	\$39.16	\$39.16	\$39.95	\$39.95
9029	Non-exempt	Arts & Science Technician - H	1	\$15.38	\$15.77	\$15.77	\$16.17	\$16.17	\$16.50	\$16.50
			2	\$16.19	\$16.60	\$16.60	\$17.02	\$17.02	\$17.37	\$17.37
			3	\$17.04	\$17.47	\$17.47	\$17.92	\$17.92	\$18.28	\$18.28
			4	\$17.94	\$18.39	\$18.39	\$18.86	\$18.86	\$19.24	\$19.24
			5	\$18.88	\$19.36	\$19.36	\$19.85	\$19.85	\$20.25	\$20.25
9030	Non-exempt	Zoological Assistant - H	1	\$22.90	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$24.11	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$25.38	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$26.72	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$28.13	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17





Service Employees International Union (SEIU) - Hourly Group  
Salary Schedule

5.b

			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)	
Job Code	FLSA	Job Title	Min	Max	Min	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	\$ 15.38	\$ 64.93	\$ 15.40	\$ 64.93	\$ 15.71	\$ 66.23	\$ 16.45	\$ 66.23
9032	Non-exempt	Inspector - H	\$ 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
9033	Non-exempt	Journey Level Laborer - H	\$ 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
9034	Non-exempt	Staff Specialist - H	\$ 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



## Limited Hourly Group Salary Schedule

5.c

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)
910	Non-exempt	Administrative Specialist I	1	\$22.24	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$23.41	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$24.64	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$25.94	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$27.31	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17
913	Non-exempt	Administrative Specialist II	1	\$26.55	\$28.04	\$28.04	\$28.75	\$28.75	\$29.33	\$29.33
			2	\$27.95	\$29.52	\$29.52	\$30.26	\$30.26	\$30.87	\$30.87
			3	\$29.42	\$31.07	\$31.07	\$31.85	\$31.85	\$32.49	\$32.49
			4	\$30.97	\$32.70	\$32.70	\$33.53	\$33.53	\$34.20	\$34.20
			5	\$32.60	\$34.42	\$34.42	\$35.29	\$35.29	\$36.00	\$36.00
915	Non-exempt	Assistant Park Ranger	1	\$22.24	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$23.41	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$24.64	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$25.94	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$27.31	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17
916	Non-exempt	Building Service Person	1	\$20.54	\$21.70	\$21.70	\$22.24	\$22.24	\$22.69	\$22.69
			2	\$21.62	\$22.84	\$22.84	\$23.41	\$23.41	\$23.88	\$23.88
			3	\$22.76	\$24.04	\$24.04	\$24.64	\$24.64	\$25.14	\$25.14
			4	\$23.96	\$25.30	\$25.30	\$25.94	\$25.94	\$26.46	\$26.46
			5	\$25.22	\$26.63	\$26.63	\$27.30	\$27.30	\$27.85	\$27.85
917	Non-exempt	Clerical Assistant	1	\$18.01	\$19.03	\$19.03	\$19.50	\$19.50	\$19.90	\$19.90
			2	\$18.96	\$20.03	\$20.03	\$20.53	\$20.53	\$20.95	\$20.95
			3	\$19.96	\$21.08	\$21.08	\$21.61	\$21.61	\$22.05	\$22.05
			4	\$21.01	\$22.19	\$22.19	\$22.75	\$22.75	\$23.21	\$23.21
			5	\$22.12	\$23.36	\$23.36	\$23.95	\$23.95	\$24.43	\$24.43
918	Non-exempt	Custodial Aide	1	\$14.56	\$15.39	\$15.39	\$15.78	\$15.78	\$16.09	\$16.45
			2	\$15.33	\$16.20	\$16.20	\$16.61	\$16.61	\$16.94	\$17.31
			3	\$16.14	\$17.05	\$17.05	\$17.48	\$17.48	\$17.83	\$18.22
			4	\$16.99	\$17.95	\$17.95	\$18.40	\$18.40	\$18.77	\$19.18
			5	\$17.88	\$18.89	\$18.89	\$19.37	\$19.37	\$19.76	\$20.19
919	Non-exempt	Custodial Assistant	1	\$17.03	\$17.97	\$17.97	\$18.44	\$18.44	\$18.81	\$18.81
			2	\$17.93	\$18.92	\$18.92	\$19.41	\$19.41	\$19.80	\$19.80
			3	\$18.87	\$19.92	\$19.92	\$20.43	\$20.43	\$20.84	\$20.84
			4	\$19.86	\$20.97	\$20.97	\$21.50	\$21.50	\$21.94	\$21.94
			5	\$20.90	\$22.07	\$22.07	\$22.63	\$22.63	\$23.09	\$23.09
920	Non-exempt	House Manager	1	\$16.74	\$17.68	\$17.68	\$18.14	\$18.14	\$18.50	\$18.50
			2	\$17.62	\$18.61	\$18.61	\$19.09	\$19.09	\$19.47	\$19.47
			3	\$18.55	\$19.59	\$19.59	\$20.09	\$20.09	\$20.49	\$20.49
			4	\$19.53	\$20.62	\$20.62	\$21.15	\$21.15	\$21.57	\$21.57
			5	\$20.56	\$21.71	\$21.71	\$22.26	\$22.26	\$22.71	\$22.71
921	Non-exempt	Instructor Aide	1	\$13.50	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.20	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$14.94	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$15.72	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$16.54	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
922	Non-exempt	Instructor I	1	\$21.02	\$22.21	\$22.21	\$22.76	\$22.76	\$23.22	\$23.22
			2	\$22.13	\$23.38	\$23.38	\$23.96	\$23.96	\$24.44	\$24.44
			3	\$23.29	\$24.61	\$24.61	\$25.22	\$25.22	\$25.73	\$25.73
			4	\$24.52	\$25.90	\$25.90	\$26.55	\$26.55	\$27.08	\$27.08
			5	\$25.81	\$27.26	\$27.26	\$27.95	\$27.95	\$28.51	\$28.51
923	Non-exempt	Instructor II	1	\$25.60	\$27.03	\$27.03	\$27.71	\$27.71	\$28.26	\$28.26
			2	\$26.95	\$28.45	\$28.45	\$29.17	\$29.17	\$29.75	\$29.75
			3	\$28.37	\$29.95	\$29.95	\$30.70	\$30.70	\$31.32	\$31.32
			4	\$29.86	\$31.53	\$31.53	\$32.32	\$32.32	\$32.97	\$32.97
			5	\$31.43	\$33.19	\$33.19	\$34.02	\$34.02	\$34.71	\$34.71
982	Non-exempt	Instructor III	1	\$29.46	\$31.12	\$31.12	\$31.89	\$31.89	\$32.54	\$32.54
			2	\$31.01	\$32.76	\$32.76	\$33.57	\$33.57	\$34.25	\$34.25
			3	\$32.64	\$34.48	\$34.48	\$35.34	\$35.34	\$36.05	\$36.05
			4	\$34.36	\$36.29	\$36.29	\$37.20	\$37.20	\$37.95	\$37.95
			5	\$36.17	\$38.20	\$38.20	\$39.16	\$39.16	\$39.95	\$39.95
924	Non-exempt	Librarian	1	\$27.03	\$28.56	\$28.56	\$29.26	\$29.26	\$29.86	\$29.86
			2	\$28.45	\$30.06	\$30.06	\$30.80	\$30.80	\$31.43	\$31.43
			3	\$29.95	\$31.64	\$31.64	\$32.42	\$32.42	\$33.08	\$33.08
			4	\$31.53	\$33.30	\$33.30	\$34.13	\$34.13	\$34.82	\$34.82
			5	\$33.19	\$35.05	\$35.05	\$35.93	\$35.93	\$36.65	\$36.65



## Limited Hourly Group Salary Schedule

**5.c**

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)
925	Non-exempt	Library Clerk	1	\$20.13	\$21.26	\$21.26	\$21.79	\$21.79	\$22.24	\$22.24
			2	\$21.19	\$22.38	\$22.38	\$22.94	\$22.94	\$23.41	\$23.41
			3	\$22.30	\$23.56	\$23.56	\$24.15	\$24.15	\$24.64	\$24.64
			4	\$23.47	\$24.80	\$24.80	\$25.42	\$25.42	\$25.94	\$25.94
			5	\$24.71	\$26.10	\$26.10	\$26.76	\$26.76	\$27.30	\$27.30
930	Non-exempt	Library Page	1	\$13.50	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.20	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$14.94	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$15.72	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$16.54	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
935	Non-exempt	Maintenance Assistant	1	\$16.20	\$17.10	\$17.10	\$17.54	\$17.54	\$17.90	\$17.90
			2	\$17.05	\$18.00	\$18.00	\$18.46	\$18.46	\$18.84	\$18.84
			3	\$17.95	\$18.95	\$18.95	\$19.43	\$19.43	\$19.83	\$19.83
			4	\$18.89	\$19.95	\$19.95	\$20.45	\$20.45	\$20.87	\$20.87
			5	\$19.88	\$21.00	\$21.00	\$21.53	\$21.53	\$21.97	\$21.97
936	Non-exempt	Open Space Technician	1	\$16.20	\$17.10	\$17.10	\$17.54	\$17.54	\$17.90	\$17.90
			2	\$17.05	\$18.00	\$18.00	\$18.46	\$18.46	\$18.84	\$18.84
			3	\$17.95	\$18.95	\$18.95	\$19.43	\$19.43	\$19.83	\$19.83
			4	\$18.89	\$19.95	\$19.95	\$20.45	\$20.45	\$20.87	\$20.87
			5	\$19.88	\$21.00	\$21.00	\$21.53	\$21.53	\$21.97	\$21.97
937	Non-exempt	Print Shop Assistant	1	\$20.13	\$21.26	\$21.26	\$21.79	\$21.79	\$22.24	\$22.24
			2	\$21.19	\$22.38	\$22.38	\$22.94	\$22.94	\$23.41	\$23.41
			3	\$22.30	\$23.56	\$23.56	\$24.15	\$24.15	\$24.64	\$24.64
			4	\$23.47	\$24.80	\$24.80	\$25.42	\$25.42	\$25.94	\$25.94
			5	\$24.71	\$26.10	\$26.10	\$26.76	\$26.76	\$27.30	\$27.30
938	Non-exempt	Project Construction Inspector	1	\$29.12	\$30.76	\$30.76	\$31.52	\$31.52	\$32.17	\$32.17
			2	\$30.65	\$32.38	\$32.38	\$33.18	\$33.18	\$33.86	\$33.86
			3	\$32.26	\$34.08	\$34.08	\$34.93	\$34.93	\$35.64	\$35.64
			4	\$33.96	\$35.87	\$35.87	\$36.77	\$36.77	\$37.52	\$37.52
			5	\$35.75	\$37.76	\$37.76	\$38.71	\$38.71	\$39.49	\$39.49
939	Non-exempt	Project Specialist	1	\$22.24	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$23.41	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$24.64	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$25.94	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$27.31	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17
940	Non-exempt	Recreation Aide	1	\$13.50	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.20	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$14.94	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$15.72	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$16.54	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
941	Non-exempt	Recreation Leader I	1	\$13.50	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.20	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$14.94	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$15.72	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$16.54	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
942	Non-exempt	Recreation Leader II	1	\$14.92	\$15.77	\$16.45	\$16.79	\$17.06	\$17.40	\$18.22
			2	\$15.71	\$16.60	\$17.32	\$17.67	\$17.96	\$18.32	\$19.18
			3	\$16.54	\$17.47	\$18.23	\$18.60	\$18.90	\$19.28	\$20.19
			4	\$17.41	\$18.39	\$19.14	\$19.58	\$19.89	\$20.29	\$21.25
			5	\$18.33	\$19.36	\$20.10	\$20.61	\$20.94	\$21.36	\$22.36
943	Non-exempt	Recreation Leader III	1	\$16.99	\$17.94	\$18.14	\$18.51	\$18.90	\$19.29	\$20.18
			2	\$17.88	\$18.88	\$19.10	\$19.48	\$19.89	\$20.30	\$21.24
			3	\$18.82	\$19.87	\$20.10	\$20.50	\$20.94	\$21.37	\$22.36
			4	\$19.81	\$20.92	\$21.11	\$21.58	\$22.04	\$22.49	\$23.54
			5	\$20.85	\$22.02	\$22.16	\$22.72	\$23.20	\$23.67	\$24.77
948	Non-exempt	Stock Clerk	1	\$16.10	\$17.01	\$17.01	\$17.43	\$17.43	\$17.78	\$17.78
			2	\$16.95	\$17.91	\$17.91	\$18.35	\$18.35	\$18.72	\$18.72
			3	\$17.84	\$18.85	\$18.85	\$19.32	\$19.32	\$19.71	\$19.71
			4	\$18.78	\$19.84	\$19.84	\$20.34	\$20.34	\$20.75	\$20.75
			5	\$19.77	\$20.88	\$20.88	\$21.41	\$21.41	\$21.84	\$21.84
950	Non-exempt	Technical Specialist	1	\$18.01	\$19.03	\$19.03	\$19.50	\$19.50	\$19.90	\$19.90
			2	\$18.96	\$20.03	\$20.03	\$20.53	\$20.53	\$20.95	\$20.95
			3	\$19.96	\$21.08	\$21.08	\$21.61	\$21.61	\$22.05	\$22.05
			4	\$21.01	\$22.19	\$22.19	\$22.75	\$22.75	\$23.21	\$23.21
			5	\$22.12	\$23.36	\$23.36	\$23.95	\$23.95	\$24.43	



## Limited Hourly Group Salary Schedule

5.c

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)
954	Non-exempt	Arts & Science Aide	1	\$13.50	\$14.23	\$15.00	\$15.23	\$15.40	\$15.70	\$16.45
			2	\$14.20	\$14.98	\$15.75	\$16.03	\$16.21	\$16.53	\$17.31
			3	\$14.94	\$15.77	\$16.54	\$16.87	\$17.06	\$17.40	\$18.22
			4	\$15.72	\$16.60	\$17.36	\$17.76	\$17.96	\$18.32	\$19.18
			5	\$16.54	\$17.47	\$18.23	\$18.69	\$18.90	\$19.28	\$20.19
951	Non-exempt	Arts & Science Professional I	1	\$21.02	\$22.21	\$22.21	\$22.76	\$22.76	\$23.22	\$23.22
			2	\$22.13	\$23.38	\$23.38	\$23.96	\$23.96	\$24.44	\$24.44
			3	\$23.29	\$24.61	\$24.61	\$25.22	\$25.22	\$25.73	\$25.73
			4	\$24.52	\$25.90	\$25.90	\$26.55	\$26.55	\$27.08	\$27.08
			5	\$25.81	\$27.26	\$27.26	\$27.95	\$27.95	\$28.51	\$28.51
952	Non-exempt	Arts & Science Professional II	1	\$25.60	\$27.03	\$27.03	\$27.71	\$27.71	\$28.26	\$28.26
			2	\$26.95	\$28.45	\$28.45	\$29.17	\$29.17	\$29.75	\$29.75
			3	\$28.37	\$29.95	\$29.95	\$30.70	\$30.70	\$31.32	\$31.32
			4	\$29.86	\$31.53	\$31.53	\$32.32	\$32.32	\$32.97	\$32.97
			5	\$31.43	\$33.19	\$33.19	\$34.02	\$34.02	\$34.71	\$34.71
983	Non-exempt	Arts & Science Professional III	1	\$29.46	\$31.12	\$31.12	\$31.89	\$31.89	\$32.54	\$32.54
			2	\$31.01	\$32.76	\$32.76	\$33.57	\$33.57	\$34.25	\$34.25
			3	\$32.64	\$34.48	\$34.48	\$35.34	\$35.34	\$36.05	\$36.05
			4	\$34.36	\$36.29	\$36.29	\$37.20	\$37.20	\$37.95	\$37.95
			5	\$36.17	\$38.20	\$38.20	\$39.16	\$39.16	\$39.95	\$39.95
953	Non-exempt	Arts & Science Technician	1	\$14.92	\$15.77	\$15.77	\$16.17	\$16.17	\$16.50	\$16.50
			2	\$15.71	\$16.60	\$16.60	\$17.02	\$17.02	\$17.37	\$17.37
			3	\$16.54	\$17.47	\$17.47	\$17.92	\$17.92	\$18.28	\$18.28
			4	\$17.41	\$18.39	\$18.39	\$18.86	\$18.86	\$19.24	\$19.24
			5	\$18.33	\$19.36	\$19.36	\$19.85	\$19.85	\$20.25	\$20.25
955	Non-exempt	Zoological Assistant	1	\$22.24	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$23.41	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$24.64	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$25.94	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$27.31	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17
960	Non-exempt	Police Reserve I	1							
			2							
			3	\$27.53	\$49.20	\$49.20	\$50.43	\$50.43	\$51.44	\$52.47
			4							
			5							
961	Non-exempt	Police Reserve II	1							
			2							
			3	\$22.04	\$44.08	\$44.08	\$45.19	\$45.19	\$46.10	\$47.03
			4							
			5							
962	Non-exempt	Technician I	1	\$16.20	\$17.10	\$17.10	\$17.54	\$17.54	\$17.90	\$17.90
			2	\$17.05	\$18.00	\$18.00	\$18.46	\$18.46	\$18.84	\$18.84
			3	\$17.95	\$18.95	\$18.95	\$19.43	\$19.43	\$19.83	\$19.83
			4	\$18.89	\$19.95	\$19.95	\$20.45	\$20.45	\$20.87	\$20.87
			5	\$19.88	\$21.00	\$21.00	\$21.53	\$21.53	\$21.97	\$21.97
963	Non-exempt	Technician II	1	\$22.24	\$23.49	\$23.49	\$24.09	\$24.09	\$24.58	\$24.58
			2	\$23.41	\$24.73	\$24.73	\$25.36	\$25.36	\$25.87	\$25.87
			3	\$24.64	\$26.03	\$26.03	\$26.69	\$26.69	\$27.23	\$27.23
			4	\$25.94	\$27.40	\$27.40	\$28.09	\$28.09	\$28.66	\$28.66
			5	\$27.31	\$28.84	\$28.84	\$29.57	\$29.57	\$30.17	\$30.17



## Limited Hourly Group Salary Schedule

5.c

Job Code	FLSA	Job Title	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 7/1/2022 (Min Wage)	
			Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
9035	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
9032	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
9033	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
9034	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



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
601	Non-exempt	SH	FIRE APPARATUS OP	1	\$ 37.30			1	\$ 38.43		
				2	\$ 39.26			2	\$ 40.45		
				3	\$ 41.33			3	\$ 42.58		
				4	\$ 43.51			4	\$ 44.82		
				5	\$ 45.80	\$ 11,114	\$ 133,370	5	\$ 47.18	\$ 11,449	\$ 137,388
602	Non-exempt	SH	FIRE CAPTAIN	1	\$ 44.24			1	\$ 45.57		
				2	\$ 46.57			2	\$ 47.97		
				3	\$ 49.02			3	\$ 50.49		
				4	\$ 51.60			4	\$ 53.15		
				5	\$ 54.32	\$ 13,182	\$ 158,180	5	\$ 55.95	\$ 13,577	\$ 162,926
603	Non-exempt	SH	FIRE INSPECTOR	1	\$ 46.46			1	\$ 47.86		
				2	\$ 48.91			2	\$ 50.38		
				3	\$ 51.48			3	\$ 53.03		
				4	\$ 54.19			4	\$ 55.82		
				5	\$ 57.04	\$ 13,842	\$ 166,100	5	\$ 58.76	\$ 14,259	\$ 171,109
604	Non-exempt	SH	FIRE FIGHTER	1	\$ 34.89			1	\$ 35.93		
				2	\$ 36.73			2	\$ 37.82		
				3	\$ 38.66			3	\$ 39.81		
				4	\$ 40.69			4	\$ 41.91		
				5	\$ 42.83	\$ 10,393	\$ 124,721	5	\$ 44.12	\$ 10,706	\$ 128,477
606	Non-exempt	SH	OPER PARAMEDIC-12.5	1	\$ 41.96			1	\$ 43.23		
				2	\$ 44.17			2	\$ 45.51		
				3	\$ 46.49			3	\$ 47.90		
				4	\$ 48.94			4	\$ 50.42		
				5	\$ 51.52	\$ 12,502	\$ 150,026	5	\$ 53.07	\$ 12,878	\$ 154,540
608	Non-exempt	SH	CAPTAIN PARAMEDIC-12.5	1	\$ 49.78			1	\$ 51.28		
				2	\$ 52.40			2	\$ 53.98		
				3	\$ 55.16			3	\$ 56.82		
				4	\$ 58.06			4	\$ 59.81		
				5	\$ 61.12	\$ 14,832	\$ 177,981	5	\$ 62.96	\$ 15,278	\$ 183,340



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
610	Non-exempt	SH	INSPCTR PARAMDC-12.5	1	\$ 50.23			1	\$ 51.72		
				2	\$ 52.87			2	\$ 54.44		
				3	\$ 55.65			3	\$ 57.31		
				4	\$ 58.58			4	\$ 60.33		
				5	\$ 61.66	\$ 14,963	\$ 179,554	5	\$ 63.51	\$ 15,412	\$ 184,941
676	Non-exempt	SH	F FIGHTR PARAMEDC-12.5	1	\$ 39.24			1	\$ 40.42		
				2	\$ 41.31			2	\$ 42.55		
				3	\$ 43.48			3	\$ 44.79		
				4	\$ 45.77			4	\$ 47.15		
				5	\$ 48.18	\$ 11,692	\$ 140,300	5	\$ 49.63	\$ 12,044	\$ 144,523
677	Non-exempt	SH	HAZ MAT SPEC	1	\$ 47.81			1	\$ 49.26		
				2	\$ 50.33			2	\$ 51.85		
				3	\$ 52.98			3	\$ 54.58		
				4	\$ 55.77			4	\$ 57.45		
				5	\$ 58.70	\$ 14,245	\$ 170,934	5	\$ 60.47	\$ 14,674	\$ 176,089
678	Non-exempt	SH	HAZ MAT INSPECTOR	1	\$ 46.46			1	\$ 47.86		
				2	\$ 48.91			2	\$ 50.38		
				3	\$ 51.48			3	\$ 53.03		
				4	\$ 54.19			4	\$ 55.82		
				5	\$ 57.04	\$ 13,842	\$ 166,100	5	\$ 58.76	\$ 14,259	\$ 171,109
680	Non-exempt	SH	FIRE FIGHTER HAZ MAT	1	\$ 36.62			1	\$ 37.72		
				2	\$ 38.55			2	\$ 39.71		
				3	\$ 40.58			3	\$ 41.80		
				4	\$ 42.72			4	\$ 44.00		
				5	\$ 44.97	\$ 10,913	\$ 130,953	5	\$ 46.32	\$ 11,240	\$ 134,884
681	Non-exempt	SH	FIRE APPR OP HAZ MAT	1	\$ 39.16			1	\$ 40.34		
				2	\$ 41.22			2	\$ 42.46		
				3	\$ 43.39			3	\$ 44.69		
				4	\$ 45.67			4	\$ 47.04		
				5	\$ 48.07	\$ 11,665	\$ 139,980	5	\$ 49.52	\$ 12,017	\$ 144,202



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
682	Non-exempt	SH	FIRE CAPTAIN HAZ MAT	1	\$ 46.47			1	\$ 47.87		
				2	\$ 48.92			2	\$ 50.39		
				3	\$ 51.49			3	\$ 53.04		
				4	\$ 54.20			4	\$ 55.83		
				5	\$ 57.05	\$ 13,844	\$ 166,130	5	\$ 58.77	\$ 14,262	\$ 171,138
683	Non-exempt	SH	FIRE FIGHTER EMT	1	\$ 35.93			1	\$ 37.02		
				2	\$ 37.82			2	\$ 38.97		
				3	\$ 39.81			3	\$ 41.02		
				4	\$ 41.91			4	\$ 43.18		
				5	\$ 44.12	\$ 10,706	\$ 128,477	5	\$ 45.45	\$ 11,029	\$ 132,350
684	Non-exempt	SH	FIRE FGHTR HZ MT EMT	1	\$ 37.68			1	\$ 38.82		
				2	\$ 39.66			2	\$ 40.86		
				3	\$ 41.75			3	\$ 43.01		
				4	\$ 43.95			4	\$ 45.27		
				5	\$ 46.26	\$ 11,226	\$ 134,709	5	\$ 47.65	\$ 11,563	\$ 138,757
685	Non-exempt	SH	FIRE APPARATUS OP EMT	1	\$ 38.43			1	\$ 39.59		
				2	\$ 40.45			2	\$ 41.67		
				3	\$ 42.58			3	\$ 43.86		
				4	\$ 44.82			4	\$ 46.17		
				5	\$ 47.18	\$ 11,449	\$ 137,388	5	\$ 48.60	\$ 11,794	\$ 141,523
686	Non-exempt	SH	FIRE AP OP HZ MT EMT	1	\$ 40.29			1	\$ 41.50		
				2	\$ 42.41			2	\$ 43.68		
				3	\$ 44.64			3	\$ 45.98		
				4	\$ 46.99			4	\$ 48.40		
				5	\$ 49.46	\$ 12,002	\$ 144,028	5	\$ 50.95	\$ 12,364	\$ 148,366
687	Non-exempt	SH	FIRE CAPTAIN EMT	1	\$ 45.58			1	\$ 46.96		
				2	\$ 47.98			2	\$ 49.43		
				3	\$ 50.51			3	\$ 52.03		
				4	\$ 53.17			4	\$ 54.77		
				5	\$ 55.97	\$ 13,582	\$ 162,985	5	\$ 57.65	\$ 13,990	\$ 167,877





# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
688	Non-exempt	SH	FIRE CAP HAZ MAT EMT	1	\$ 47.79			1	\$ 49.24		
				2	\$ 50.31			2	\$ 51.83		
				3	\$ 52.96			3	\$ 54.56		
				4	\$ 55.75			4	\$ 57.43		
				5	\$ 58.68	\$ 14,240	\$ 170,876	5	\$ 60.45	\$ 14,669	\$ 176,030
689	Non-exempt	SH	FIRE INSPECTOR EMT	1	\$ 47.88			1	\$ 49.31		
				2	\$ 50.40			2	\$ 51.91		
				3	\$ 53.05			3	\$ 54.64		
				4	\$ 55.84			4	\$ 57.52		
				5	\$ 58.78	\$ 14,264	\$ 171,167	5	\$ 60.55	\$ 14,693	\$ 176,322
691	Non-exempt	SH	F FGH PRDMD-12.5 EMT	1	\$ 40.31			1	\$ 41.52		
				2	\$ 42.43			2	\$ 43.70		
				3	\$ 44.66			3	\$ 46.00		
				4	\$ 47.01			4	\$ 48.42		
				5	\$ 49.48	\$ 12,007	\$ 144,086	5	\$ 50.97	\$ 12,369	\$ 148,425
693	Non-exempt	SH	OPR PRMDC-12.5 EMT	1	\$ 43.08			1	\$ 44.37		
				2	\$ 45.35			2	\$ 46.71		
				3	\$ 47.74			3	\$ 49.17		
				4	\$ 50.25			4	\$ 51.76		
				5	\$ 52.89	\$ 12,835	\$ 154,016	5	\$ 54.48	\$ 13,220	\$ 158,646
695	Non-exempt	SH	CAPT PRMDC-12.5 EMT	1	\$ 51.11			1	\$ 52.65		
				2	\$ 53.80			2	\$ 55.42		
				3	\$ 56.63			3	\$ 58.34		
				4	\$ 59.61			4	\$ 61.41		
				5	\$ 62.75	\$ 15,227	\$ 182,728	5	\$ 64.64	\$ 15,686	\$ 188,232
696	Non-exempt	SH	HAZ MAT SPEC EMT	1	\$ 49.26			1	\$ 50.74		
				2	\$ 51.85			2	\$ 53.41		
				3	\$ 54.58			3	\$ 56.22		
				4	\$ 57.45			4	\$ 59.18		
				5	\$ 60.47	\$ 14,674	\$ 176,089	5	\$ 62.29	\$ 15,116	\$ 181,388



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
671	Non-exempt	SH	FIRE FGHTR EMT HAZ MT PARA	1	\$ 42.04			1	\$ 43.30		
				2	\$ 44.25			2	\$ 45.58		
				3	\$ 46.58			3	\$ 47.98		
				4	\$ 49.03			4	\$ 50.50		
				5	\$ 51.61	\$ 12,524	\$ 150,288	5	\$ 53.16	\$ 12,900	\$ 154,802
672	Non-exempt	SH	FIRE AP OP EMT HAZ MT PARA	1	\$ 44.94			1	\$ 46.29		
				2	\$ 47.30			2	\$ 48.73		
				3	\$ 49.79			3	\$ 51.29		
				4	\$ 52.41			4	\$ 53.99		
				5	\$ 55.17	\$ 13,388	\$ 160,655	5	\$ 56.83	\$ 13,791	\$ 165,489
661	Non-exempt	SH	FIRE CPT EMT HAZ MT PARA	1	\$ 53.33			1	\$ 54.94		
				2	\$ 56.14			2	\$ 57.83		
				3	\$ 59.09			3	\$ 60.87		
				4	\$ 62.20			4	\$ 64.07		
				5	\$ 65.47	\$ 15,887	\$ 190,649	5	\$ 67.44	\$ 16,365	\$ 196,385
634	Non-exempt	NS	FIRE APPARATUS OP	1	\$ 52.21			1	\$ 53.77		
				2	\$ 54.96			2	\$ 56.60		
				3	\$ 57.85			3	\$ 59.58		
				4	\$ 60.89			4	\$ 62.72		
				5	\$ 64.09	\$ 11,109	\$ 133,307	5	\$ 66.02	\$ 11,443	\$ 137,322
635	Non-exempt	NS	FIRE CAPTAIN	1	\$ 61.95			1	\$ 63.81		
				2	\$ 65.21			2	\$ 67.17		
				3	\$ 68.64			3	\$ 70.70		
				4	\$ 72.25			4	\$ 74.42		
				5	\$ 76.05	\$ 13,182	\$ 158,184	5	\$ 78.34	\$ 13,579	\$ 162,947
636	Non-exempt	NS	FIRE INSPECTOR	1	\$ 65.06			1	\$ 67.00		
				2	\$ 68.48			2	\$ 70.53		
				3	\$ 72.08			3	\$ 74.24		
				4	\$ 75.87			4	\$ 78.15		
				5	\$ 79.86	\$ 13,842	\$ 166,109	5	\$ 82.26	\$ 14,258	\$ 171,101



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
637	Non-exempt	NS	FIRE FIGHTER	1	\$ 48.83			1	\$ 50.29		
				2	\$ 51.40			2	\$ 52.94		
				3	\$ 54.10			3	\$ 55.73		
				4	\$ 56.95			4	\$ 58.66		
				5	\$ 59.95	\$ 10,391	\$ 124,696	5	\$ 61.75	\$ 10,703	\$ 128,440
638	Non-exempt	NS	OPER PARAMEDIC-12.5	1	\$ 58.72			1	\$ 60.48		
				2	\$ 61.81			2	\$ 63.66		
				3	\$ 65.06			3	\$ 67.01		
				4	\$ 68.48			4	\$ 70.54		
				5	\$ 72.08	\$ 12,494	\$ 149,926	5	\$ 74.25	\$ 12,870	\$ 154,440
639	Non-exempt	NS	CAPTAIN PARAMEDIC-12.5	1	\$ 69.69			1	\$ 71.77		
				2	\$ 73.36			2	\$ 75.55		
				3	\$ 77.22			3	\$ 79.53		
				4	\$ 81.28			4	\$ 83.72		
				5	\$ 85.56	\$ 14,830	\$ 177,965	5	\$ 88.13	\$ 15,276	\$ 183,310
641	Non-exempt	NS	INSPCTR PARAMDC-12.5	1	\$ 70.28			1	\$ 72.39		
				2	\$ 73.98			2	\$ 76.20		
				3	\$ 77.87			3	\$ 80.21		
				4	\$ 81.97			4	\$ 84.43		
				5	\$ 86.28	\$ 14,955	\$ 179,462	5	\$ 88.87	\$ 15,404	\$ 184,850
642	Non-exempt	NS	40-HR TRAINING CAPTAIN	1	\$ 65.06			1	\$ 67.00		
				2	\$ 68.48			2	\$ 70.53		
				3	\$ 72.08			3	\$ 74.24		
				4	\$ 75.87			4	\$ 78.15		
				5	\$ 79.86	\$ 13,842	\$ 166,109	5	\$ 82.26	\$ 14,258	\$ 171,101
643	Non-exempt	NS	40-HR TRAINING CAPTAIN EMT	1	\$ 66.99			1	\$ 69.01		
				2	\$ 70.52			2	\$ 72.64		
				3	\$ 74.23			3	\$ 76.46		
				4	\$ 78.14			4	\$ 80.48		
				5	\$ 82.25	\$ 14,257	\$ 171,080	5	\$ 84.72	\$ 14,685	\$ 176,218



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
644	Non-exempt	NS	F FIGHTR PARAMEDC-12.5	1	\$ 54.93			1	\$ 56.58		
				2	\$ 57.82			2	\$ 59.56		
				3	\$ 60.86			3	\$ 62.69		
				4	\$ 64.06			4	\$ 65.99		
				5	\$ 67.43	\$ 11,688	\$ 140,254	5	\$ 69.46	\$ 12,040	\$ 144,477
645	Non-exempt	NS	HAZ MAT SPEC	1	\$ 66.96			1	\$ 68.97		
				2	\$ 70.48			2	\$ 72.60		
				3	\$ 74.19			3	\$ 76.42		
				4	\$ 78.09			4	\$ 80.44		
				5	\$ 82.20	\$ 14,248	\$ 170,976	5	\$ 84.67	\$ 14,676	\$ 176,114
646	Non-exempt	NS	HAZ MAT INSPECTOR	1	\$ 65.06			1	\$ 67.00		
				2	\$ 68.48			2	\$ 70.53		
				3	\$ 72.08			3	\$ 74.24		
				4	\$ 75.87			4	\$ 78.15		
				5	\$ 79.86	\$ 13,842	\$ 166,109	5	\$ 82.26	\$ 14,258	\$ 171,101
647	Non-exempt	NS	FIRE FIGHTER HAZ MAT	1	\$ 51.27			1	\$ 52.81		
				2	\$ 53.97			2	\$ 55.59		
				3	\$ 56.81			3	\$ 58.52		
				4	\$ 59.80			4	\$ 61.60		
				5	\$ 62.95	\$ 10,911	\$ 130,936	5	\$ 64.84	\$ 11,239	\$ 134,867
650	Non-exempt	NS	FIRE APPR OP HAZ MAT	1	\$ 54.80			1	\$ 56.45		
				2	\$ 57.68			2	\$ 59.42		
				3	\$ 60.72			3	\$ 62.55		
				4	\$ 63.92			4	\$ 65.84		
				5	\$ 67.28	\$ 11,662	\$ 139,942	5	\$ 69.30	\$ 12,012	\$ 144,144
648	Non-exempt	NS	FIRE CAPTAIN HAZ MAT	1	\$ 65.06			1	\$ 67.00		
				2	\$ 68.48			2	\$ 70.53		
				3	\$ 72.08			3	\$ 74.24		
				4	\$ 75.87			4	\$ 78.15		
				5	\$ 79.86	\$ 13,842	\$ 166,109	5	\$ 82.26	\$ 14,258	\$ 171,101



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
649	Non-exempt	NS	FIRE FIGHTER EMT	1	\$ 50.29			1	\$ 51.81		
				2	\$ 52.94			2	\$ 54.54		
				3	\$ 55.73			3	\$ 57.41		
				4	\$ 58.66			4	\$ 60.43		
				5	\$ 61.75	\$ 10,703	\$ 128,440	5	\$ 63.61	\$ 11,026	\$ 132,309
651	Non-exempt	NS	FIRE FGHTR HZ MT EMT	1	\$ 52.74			1	\$ 54.33		
				2	\$ 55.52			2	\$ 57.19		
				3	\$ 58.44			3	\$ 60.20		
				4	\$ 61.52			4	\$ 63.37		
				5	\$ 64.76	\$ 11,225	\$ 134,701	5	\$ 66.71	\$ 11,563	\$ 138,757
652	Non-exempt	NS	FIRE APPARATUS OP EMT	1	\$ 53.76			1	\$ 55.39		
				2	\$ 56.59			2	\$ 58.30		
				3	\$ 59.57			3	\$ 61.37		
				4	\$ 62.71			4	\$ 64.60		
				5	\$ 66.01	\$ 11,442	\$ 137,301	5	\$ 68.00	\$ 11,787	\$ 141,440
653	Non-exempt	NS	FIRE AP OP HZ MT EMT	1	\$ 56.38			1	\$ 58.07		
				2	\$ 59.35			2	\$ 61.13		
				3	\$ 62.47			3	\$ 64.35		
				4	\$ 65.76			4	\$ 67.74		
				5	\$ 69.22	\$ 11,998	\$ 143,978	5	\$ 71.30	\$ 12,359	\$ 148,304
655	Non-exempt	NS	FIRE CAPTAIN EMT	1	\$ 63.81			1	\$ 65.74		
				2	\$ 67.17			2	\$ 69.20		
				3	\$ 70.71			3	\$ 72.84		
				4	\$ 74.43			4	\$ 76.67		
				5	\$ 78.35	\$ 13,581	\$ 162,968	5	\$ 80.71	\$ 13,990	\$ 167,877
654	Non-exempt	NS	FIRE CAP HAZ MAT EMT	1	\$ 66.88			1	\$ 68.88		
				2	\$ 70.40			2	\$ 72.50		
				3	\$ 74.10			3	\$ 76.32		
				4	\$ 78.00			4	\$ 80.34		
				5	\$ 82.10	\$ 14,231	\$ 170,768	5	\$ 84.57	\$ 14,659	\$ 175,906



# International Fire Fighters Association

## Salary Schedule


Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
656	Non-exempt	NS	FIRE INSPECTOR EMT	1	\$ 66.99			1	\$ 69.01		
				2	\$ 70.52			2	\$ 72.64		
				3	\$ 74.23			3	\$ 76.46		
				4	\$ 78.14			4	\$ 80.48		
				5	\$ 82.25	\$ 14,257	\$ 171,080	5	\$ 84.72	\$ 14,685	\$ 176,218
657	Non-exempt	NS	F FGH PRDMD-12.5 EMT	1	\$ 56.41			1	\$ 58.09		
				2	\$ 59.38			2	\$ 61.15		
				3	\$ 62.50			3	\$ 64.37		
				4	\$ 65.79			4	\$ 67.76		
				5	\$ 69.25	\$ 12,003	\$ 144,040	5	\$ 71.33	\$ 12,364	\$ 148,366
658	Non-exempt	NS	OPR PRMDC-12.5 EMT	1	\$ 60.29			1	\$ 62.11		
				2	\$ 63.46			2	\$ 65.38		
				3	\$ 66.80			3	\$ 68.82		
				4	\$ 70.32			4	\$ 72.44		
				5	\$ 74.02	\$ 12,830	\$ 153,962	5	\$ 76.25	\$ 13,217	\$ 158,600
697	Non-exempt	NS	CAPT PRMDC-12.5 EMT	1	\$ 71.54			1	\$ 73.68		
				2	\$ 75.30			2	\$ 77.56		
				3	\$ 79.26			3	\$ 81.64		
				4	\$ 83.43			4	\$ 85.94		
				5	\$ 87.82	\$ 15,222	\$ 182,666	5	\$ 90.46	\$ 15,680	\$ 188,157
660	Non-exempt	NS	HAZ MAT INSPECTOR EMT	1	\$ 66.99			1	\$ 69.01		
				2	\$ 70.52			2	\$ 72.64		
				3	\$ 74.23			3	\$ 76.46		
				4	\$ 78.14			4	\$ 80.48		
				5	\$ 82.25	\$ 14,257	\$ 171,080	5	\$ 84.72	\$ 14,685	\$ 176,218
659	Non-exempt	NS	HAZ MAT SPEC EMT	1	\$ 68.95			1	\$ 71.02		
				2	\$ 72.58			2	\$ 74.76		
				3	\$ 76.40			3	\$ 78.69		
				4	\$ 80.42			4	\$ 82.83		
				5	\$ 84.65	\$ 14,673	\$ 176,072	5	\$ 87.19	\$ 15,113	\$ 181,355



# International Fire Fighters Association

## Salary Schedule

Job Code	FLSA	SH/NS	Job Title	Effective 03/12/2022 (4% Increase)				Effective 07/02/2022 (3% Increase)			
				Step	Rate	Monthly	Annual	Step	Rate	Monthly	Annual
673	Non-exempt	NS	FIRE FGHTR EMT HAZ MT PARA	1	\$ 58.81			1	\$ 60.58		
				2	\$ 61.91			2	\$ 63.77		
				3	\$ 65.17			3	\$ 67.13		
				4	\$ 68.60			4	\$ 70.66		
				5	\$ 72.21	\$ 12,516	\$ 150,197	5	\$ 74.38	\$ 12,893	\$ 154,710
674	Non-exempt	NS	FIRE AP OP EMT HAZ MT PARA	1	\$ 62.89			1	\$ 64.77		
				2	\$ 66.20			2	\$ 68.18		
				3	\$ 69.68			3	\$ 71.77		
				4	\$ 73.35			4	\$ 75.55		
				5	\$ 77.21	\$ 13,383	\$ 160,597	5	\$ 79.53	\$ 13,785	\$ 165,422
662	Non-exempt	NS	FIRE CPT EMT HAZ MT PARA	1	\$ 74.64			1	\$ 76.87		
				2	\$ 78.57			2	\$ 80.92		
				3	\$ 82.70			3	\$ 85.18		
				4	\$ 87.05			4	\$ 89.66		
				5	\$ 91.63	\$ 15,883	\$ 190,590	5	\$ 94.38	\$ 16,359	\$ 196,310

 <b>Palo Alto Fire Chiefs' Association (PAFCA)</b> <b>Salary Schedule</b>					
<b>Non-Shift</b>	<b>3/12/2022 (4% Increase)</b>				
<b>Job Code</b>	<b>Classifications</b>	<b>Grade Codes</b>	<b>Hourly Rate</b>	<b>Approx Monthly Salary</b>	<b>Approx. Annual Salary</b>
018	Battalion Chief 40-hour workweek	28	\$101.81	\$17,647	\$211,765
015	Battalion Chief EMT 40-hour workweek	28E	\$104.59	\$18,129	\$217,547
2019	Battalion Chief EMT, Training 40-hour workweek	28E	\$104.59	\$18,129	\$217,547
<b>Shift</b>					
<b>Job Code</b>	<b>Classifications</b>	<b>Grade Codes</b>		<b>Approx Monthly Salary</b>	<b>Approx. Annual Salary</b>
116	Battalion Chief 56-hour workweek	030	\$69.29	\$16,814	\$201,772
016	Battalion Chief EMT 56-hour workweek	030E	\$71.18	\$17,273	\$207,276

<b>Non-Shift</b>	<b>07/02/2022 (3% Increase)</b>				
<b>Job Code</b>	<b>Classifications</b>	<b>Grade Codes</b>	<b>Hourly Rate</b>	<b>Approx Monthly Salary</b>	<b>Approx. Annual Salary</b>
018	Battalion Chief 40-hour workweek	28	\$104.87	\$18,177	\$218,130
015	Battalion Chief EMT 40-hour workweek	28E	\$107.73	\$18,673	\$224,078
2019	Battalion Chief EMT, Training 40-hour workweek	28E	\$107.73	\$18,673	\$224,078
<b>Shift</b>					
<b>Job Code</b>	<b>Classifications</b>	<b>Grade Codes</b>		<b>Approx Monthly Salary</b>	<b>Approx. Annual Salary</b>
116	Battalion Chief 56-hour workweek	030	\$71.37	\$17,319	\$207,829
016	Battalion Chief EMT 56-hour workweek	030E	\$73.32	\$17,792	\$213,508



**City of Palo Alto**  
**Utilities Management and Professional Association of Palo Alto (UMPAPA) Salary Schedule**

Job Code	Classifications	Grade Codes	Effective 3.12.2022			
			Min Hourly Rate	Max Hourly Rate	Approx Max Monthly Salary	Approx. Max Annual Salary
2076	Utilities Administrative Assistant	TBD	\$35.94	\$47.91	\$7,984	\$95,805
1002	Assistant Director, Utilities Customer Support Services	230	\$85.89	\$114.51	\$19,084	\$229,008
<b>TBD</b>	Assistant Director, Electric and Fiber Utilities Utilities	190	\$97.85	\$130.46	\$21,743	\$260,915
1003	Assistant Director, WGW Utilities	190	\$97.85	\$130.46	\$21,743	\$260,915
6	Assistant Director Utilities - Operations	210	\$90.75	\$120.99	\$20,164	\$241,966
65	Assistant Director, Utilities Resource Management	200	\$95.52	\$127.36	\$21,226	\$254,717
84	Manager, Utilities Public Communications	380	\$61.71	\$82.27	\$13,711	\$164,528
129	Engineering Manager, Electric and Fiber Utilities	231	\$85.89	\$114.52	\$19,086	\$229,029
120	Engineering Manager, Water, Gas & Wastewater (WGW) Utilities	231	\$85.89	\$114.52	\$19,086	\$229,029
2025	Manager, Utilities Strategic Business Services	240	\$80.84	\$107.78	\$17,963	\$215,550
179	Manager, Utilities Customer Service	360	\$65.56	\$87.41	\$14,567	\$174,803
185	Operations Manager, Electric and Fiber Utilities	270	\$79.66	\$106.21	\$17,701	\$212,410
1114	Manager, Utilities Credit & Collection	360	\$65.56	\$87.41	\$14,567	\$174,803
156	Operations Manager, WGW Utilities	270	\$79.66	\$106.21	\$17,701	\$212,410
150	Manager, Utilities Program Services	350	\$65.64	\$87.51	\$14,584	\$175,011
48	Manager, Fiber Optic Utility	350	\$65.64	\$87.51	\$14,584	\$175,011
2020	Utilities Principal Business Analyst	TBD	\$68.46	\$91.28	\$15,212	\$182,541
13	Utilities Senior Business Analyst	TBD	\$59.54	\$79.38	\$13,229	\$158,746
188	Principal Engineer, Electric and Fiber Utilities	291	\$74.70	\$99.60	\$16,598	\$199,181
2187	Principal Engineer, WGW Utilities	291	\$74.70	\$99.60	\$16,598	\$199,181
2014	Utilities Senior Management Analyst	TBD	\$57.98	\$77.30	\$12,882	\$154,586
64	Senior Planner, Utilities Resources	271	\$72.92	\$97.22	\$16,203	\$194,438
27	Supervising Project Engineer, Electric and Fiber Utilities	341	\$67.23	\$89.63	\$14,938	\$179,254
28	Supervising Project Engineer	341	\$67.23	\$89.63	\$14,938	\$179,254
1011	Manager, Utilities Compliance	291	\$74.70	\$99.60	\$16,598	\$199,181
114	Operations Supervisor, WGW Utilities	680	\$69.27	\$92.36	\$15,392	\$184,704
<b>TBD</b>	Operations Supervisor, Electric and Fiber Utilities	680	\$69.27	\$92.36	\$15,392	\$184,704
2017	Utilities Safety Officer	TBD	\$57.98	\$77.30	\$13,399	\$160,784



## **Cover Sheet**

### **City of Palo Alto Compensation Plan**

#### **Management and Professional Personnel, And Council Appointees**

**March 14, 2022**

The City of Palo Alto Management and Professional employees will make the following adjustments to the Compensation Plan for the period of March 14, 2022 through June 30, 2022. All other terms of the Compensation Plan, as modified by the Fiscal Year 2022 Cover Sheet, shall continue in effect through June 30, 2022.

Effective the pay period including Council Adoption of this Cover Sheet, a four percent (4%) cost of living increase will be applied to the salary ranges for all classifications included in the Management and Professional Compensation Plan.

Except as herein modified, all other provision of the Compensation Plan shall remain in effect.

Proposed Letter of Agreement

City of Palo Alto and Utilities Management and Professional Association of Palo Alto

March 14, 2022 – December 31, 2022



CITY OF  
**PALO  
ALTO**

City of Palo Alto and Utilities Management and Professional Association of Palo Alto  
Proposed Letter of Agreement: March 14, 2022 – December 31, 2022

## I. Introduction and MOA Term Extension

Both the City and the Utilities Management and Professional Association of Palo Alto (UMPAPA) have a mutual interest in extending the current Memorandum of Agreement (MOA) as set forth below. All other terms of the existing MOA shall continue in effect through December 31, 2022.

## II. Compensation

The Parties agree to amend Article VI (“Compensation”) Section 2 to the current MOA to include the following:

- a) Cost of Living Adjustment (COLA): Effective the pay period including the adoption of this Letter of Agreement by the City Council, a four percent (4%) cost of living increase will be applied to the salary ranges for all represented classes.

## III. Duration

The Parties agree to amend Article XV (“Duration”) of the current MOA to extend the duration of the contract, for an expiration of December 31, 2022.

For the Association:

\_\_\_\_\_  
Tom Auzenne, Chief Negotiator      Date

\_\_\_\_\_  
James Bujtor, Chair      Date

\_\_\_\_\_  
Michael Mintz, Vice Chair      Date

\_\_\_\_\_  
Dave Yuan, Treasurer      Date

\_\_\_\_\_  
Catherine Elvert, Secretary      Date

\_\_\_\_\_  
Alan Davis Esq. Davis & Reno      Date

For the City:

\_\_\_\_\_  
Ed Shikada, City Manager      Date

\_\_\_\_\_  
Rumi Portillo, HR Director      Date

\_\_\_\_\_  
Molly Stump, City Attorney      Date

\_\_\_\_\_  
Dean Batchelor, Utilities Director      Date

\_\_\_\_\_  
Nicholas Raisch, ER Manager      Date

\_\_\_\_\_  
Tori Anthony, SR HR Administrator      Date

Proposed Letter of Agreement  
City of Palo Alto and IAFF Local 1319

March 14, 2022 – December 31, 2022



## I. Introduction and MOA Term Extension

Both the City and the International Association of Fire Fighters, Local 1319 (Association) have a mutual interest in extending the current Memorandum of Agreement (MOA) as set forth below. All other terms of the existing MOA, as modified by the June 2020 Letter of Agreement between the parties, shall continue in effect through December 31, 2022.

## II. Salary

The Parties agree to amend Article VII (“Salary Provisions”) Section 1 to the current MOA to include the following:

**Base Salary:** Effective the first full pay period including adoption of this Letter of Agreement by the City Council, a four percent (4%) salary increase will be applied to the salary ranges for all represented classes.

**Equity Increase:** Effective the first full pay period following July 1, 2022, a three percent (3%) salary increase will be applied to the salary ranges for all represented classes.

## III. Duration

The Parties agree to amend Article XLIV (“Duration”) of the current MOA to extend the duration of the contract, for an expiration of December 31, 2022.

For the Association:

For the City:

\_\_\_\_\_  
William Dale, President                      Date

\_\_\_\_\_  
Ed Shikada, City Manager                      Date

\_\_\_\_\_  
Operator Kyle Alarid, Secretary                      Date

\_\_\_\_\_  
Rumi Portillo, HR Director                      Date

\_\_\_\_\_  
Captain Olazaba, Treasurer                      Date

\_\_\_\_\_  
Molly Stump, City Attorney                      Date

\_\_\_\_\_  
Captain Joseph Penko, Vice President                      Date

\_\_\_\_\_  
Geoffrey Blackshire, Fire Chief                      Date

\_\_\_\_\_  
Nicholas Raisch, ER Manager                      Date

\_\_\_\_\_  
Tori Anthony, SR HR Administrator                      Date

Proposed Letter of Agreement

City of Palo Alto and Palo Alto Fire Chief's Association

March 14, 2022 – December 31, 2022



CITY OF  
**PALO  
ALTO**

## I. Introduction and MOA Term Extension

Both the City and the Palo Alto Fire Chief's Association (Association) have a mutual interest in extending the current Memorandum of Agreement (MOA) as set forth below. All other terms and conditions other than those set forth below shall be maintained for the duration of the MOA.

## II. Salary

The Parties agree to amend Article V ("Salary Provisions") of the current MOA to include the following:

Base Salary: Effective the first full pay period including adoption of the Letter of Agreement a four percent (4%) salary increase will be applied to the salary ranges for all represented classes.

Equity Increase: Effective the first full pay period following July 1, 2022, a three percent (3%) salary increase will be applied to the salary ranges for all represented classes.

## III. Duration

The Parties agree to amend Article XXVII ("Duration") of the current MOA to extend the duration of the contract, for an expiration of December 31, 2022.

## IV. Extra Shift Coverage

In order to ensure shift coverage while there is an understrength of personnel in the Battalion Chief classification, the Parties agree to amend Article XIII Section "Extra Shift Coverage Pay Rate" of the current MOA as follows:

Extra shifts worked from January 1, 2022 through until the term of the current MOA will receive an additional one-half times the rate of pay, for a total of one and one-half times the straight time rate of pay.

For the Association:

\_\_\_\_\_  
Battalion Chief Ryan Stoddard, President

For the City:

\_\_\_\_\_  
Ed Shikada, City Manager      Date

\_\_\_\_\_  
Rumi Portillo, HR Director      Date

\_\_\_\_\_  
Molly Stump, City Attorney      Date

\_\_\_\_\_  
Geoffrey Blackshire, Fire Chief      Date



City of Palo Alto and Palo Alto Fire Chief's Association  
Proposed Letter of Agreement: March 14, 2022 – December 31, 2022

Nicholas Raisch, ER Manager      Date

\_\_\_\_\_  
Tori Anthony, SR HR Administrator      Date



## City of Palo Alto City Council Staff Report

(ID # 14003)

**Report Type:** Consent Calendar

**Meeting Date:** 3/14/2022

**Summary Title:** Civil Grand Jury Report Response Letter

**Title:** City Council Approval of the City's Response to the Civil Grand Jury Report Regarding Affordable Housing and Direction to Staff to Submit the Response Letter in Accordance with State Law Prior to the March 16, 2022 Deadline

**From:** City Manager

**Lead Department:** Planning and Development Services

### **Recommendation:**

Staff recommends that Council approve the attached response letter to the Civil Grand Jury Report concerning affordable housing and direct staff to submit the response letter in accordance with State law.

### **Background:**

The City Council held a discussion on a draft response letter to the Civil Grand Jury Report titled Affordable Housing: A Tale of Two Cities. This discussion was held on February 28, 2022; a copy of the staff report and draft letter are available online: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20220228/20220228pccsm-amended-ga-and-item-12-presentation.pdf#page=178> as are draft meeting minutes: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20220228/20220228amccs-draft.pdf#page=3>.

The City Council directed staff to omit an improper reference to eminent domain in Finding 3 related to the Buena Vista Mobile Home preservation project and to clarify in Appendix 4 that an action to limit nonresidential development was made by the City Council as opposed to implemented by Palo Alto voters through a ballot initiative. The attached letter has been updated to reflect these changes.

The above linked report provides additional background and context for this response letter. After Council adoption, staff will forward the letter to the Santa Clara County Superior Court prior to the March 16 deadline and in accordance with State law.

**Environmental Review:**

This action is not a project and therefore not subject to environment review in accordance with the California Environmental Quality Act.

**Attachments:**

**Attachment6.a:**      **Attachment 1: PA Grand Jury Response (Council Final)**      **(PDF)**

March 15, 2022

Honorable Theodore C. Zayner, Presiding Judge  
Superior Court of California  
County of Santa Clara  
191 North First Street  
San José, California 95113

Subject: City of Palo Alto Response to the Civil Grand Jury Report, Affordable Housing: A Tale of Two Cities

Honorable Presiding Judge Zayner,

The City of Palo Alto appreciates the Grand Jury's detailed work on this important issue. We agree with many of the Grand Jury's recommendations. We thank the Grand Jury for its time and consideration.

We believe that the strongest parts of the report were useful ideas for streamlining housing review and approval processes; and the section on financing dynamics for Affordable Housing.

#### 1. Palo Alto Affordable Housing Supply

Palo Alto has long had one of the County's stronger records in supporting affordable housing and ranks second among cities in the County for affordable housing production as a percentage of total housing. Even compared to larger communities such as Sunnyvale and Mountain View, Palo Alto has many hundreds more affordable housing units (see Figure 1).

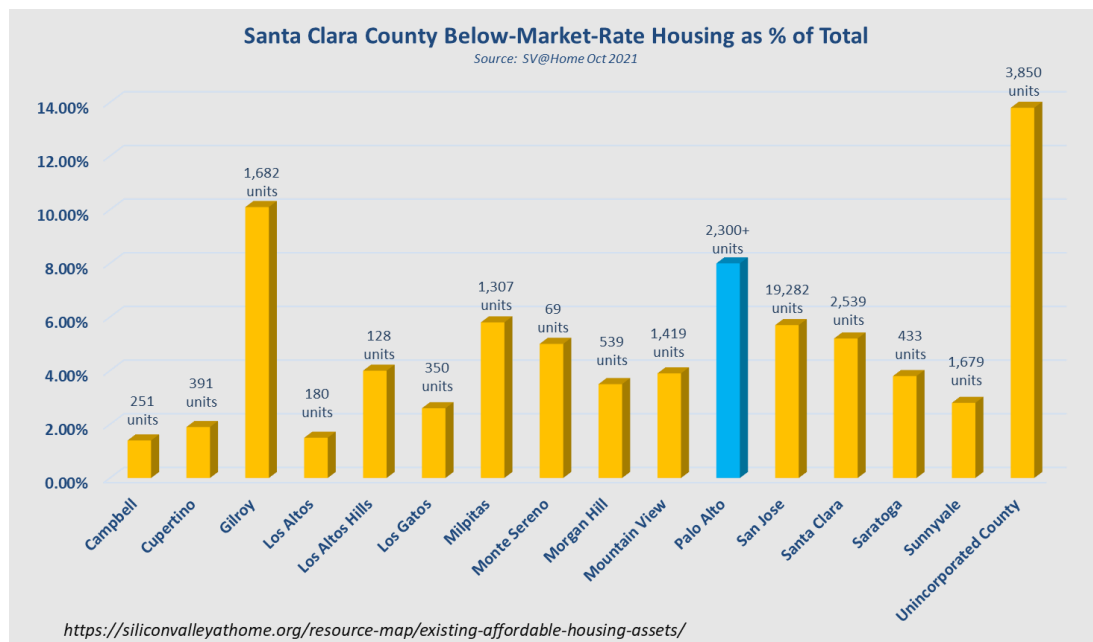


Figure 1 Below Market Rate Housing as a % of Total Housing Stock

## 2. “Net-of-Demand” Impacts of Developments on Affordable Housing.

The Grand Jury study focuses strictly on new production during the period from 2015 to 2019. During this period Palo Alto was among the first on the Peninsula to adopt policies to address housing demand, and not just supply. Palo Alto has also maintained and renovated existing affordable housing stock to maintain approximately 8% of its total housing inventory as affordable housing.

A fundamental issue jurisdictions are struggling with is that a given land-use policy or project can simultaneously influence both the supply and demand for affordable housing. Whether cities consider both the demand and supply impacts, or just the supply in isolation, makes an enormous difference in how to evaluate a project’s housing availability and affordability impacts.

When demand is considered (Appendix 1), during the 2015-19 period neither Palo Alto nor Mountain View effectively increased their affordable housing. Instead, both cities saw declines in it with Mountain View experiencing more than five times the decline as Palo Alto (Figure 2).

<b>City</b>	<b>New AH Supply (Supply-Only)</b>	<b>2015-2019 New Jobs</b>	<b>New AH Demand</b>	<b>New AH Supply (Net-of-Demand)</b>
Palo Alto	166	4,174	671	(505)
Mountain View	430	20,748	3,336	(2,906)
<b>Total 2 Cities</b>	<b>596</b>	<b>24,922</b>	<b>4,007</b>	<b>(3,411)</b>
Sources: Grand Jury Report, ACS 5-yr data, 0.67/24% model Appendix 1)				

Figure 2 Affordable Housing Supply vs “Net-of-Demand” Affordable Housing Supply

“Net-of-demand,” the two cities’ total production was not a 596-unit gain, but a 3,411-unit loss. Although the RHNA process counts only the gain, the loss leaves several thousand actual lower-income residents with no nearby place to live.

This issue is of particular relevance to mixed-use plans, in which housing supply and demand are created directly together. Palo Alto believes that in the mid-Peninsula, the economics of private developer investment now make for-profit mixed-use projects with positive “net-of-demand” affordable housing nearly impossible without subsidies. For example, one North Ventura Coordinated Area Plan (NVCAP) property owner has proposed to build 508 new housing units, including 76 affordable (<120% AMI), in exchange for approval of 200,000 square feet of new office space (Appendix 2). Per the “Adjusted KM 2016” demand model in Appendix 1, the commercial component would create a new affordable housing need of 232 units — three times the project’s supply. Whether approving this project counts as an increase of 76 affordable units or a loss of 156 depends on whether one considers demand.

Such projects have the paradoxical effect of apparently boosting RHNA performance, while actually reducing net availability of affordable housing; thereby increasing low-income displacement (Appendix 3). We view this as a structural problem of the current RHNA process. As a result of this dynamic, we believe cities with expensive land and high jobs-housing ratios, like our own, should be very cautious to use the Mixed-Use approach. This issue will reappear multiple times in our response to the Grand Jury recommendations.

## FINDINGS AND RECOMMENDATIONS

### Finding 1

*The Civil Grand Jury commends the City of Mountain View for prioritizing and exhibiting strong, visible support for affordable housing and progress towards Regional Housing Needs Allocation targets.*

**City of Palo Alto Response: NA**

### Finding 2

*The Civil Grand Jury commends the City of Mountain View for creating a multi-tiered communication plan that both communicates the value of affordable housing to all stakeholders and addresses their issues. This has engendered strong community support for affordable housing leading to many successful projects.*

**City of Palo Alto Response: NA**

### Finding 3

*The Palo Alto City Council has not taken a leadership role in developing community support for affordable housing planning and projects.*

**City of Palo Alto Response: Partially Agree / Partially Disagree**

The City disagrees that the Council has not taken a leadership role in developing support for affordable housing planning initiatives and projects once they are identified. Specifically, each of the last two years, the City Council adopted “Housing for Social and Economic Balance” as one of its four city “Priorities”. Councilmembers actively participate in neighborhood meetings and the City actively championed the Buena Vista rescue (\$15M) project to preserve Buena Vista. The City financially supported the Wilton Court project (\$22M), and the 231 Grant Affordable Teacher-Housing project (\$3M). Councilmembers have also advocated for a land-use strategy that balances new jobs and new housing creation, and zoning actions (Planned Home Zoning (PHZ), Housing Incentive Program (HIP) and Affordable Housing Overlay that provides the City’s highest zoning and approval streamlining incentives for Affordable Housing projects. Recently, the Council initiated an RFP for piloting housing on city owned parking lots in our downtowns, with a preference for Affordable Housing.

The City agrees that there can be more Council advocacy to initiate and solicit affordable housing projects.

### Recommendation 3

*The City of Palo Alto should research how other cities foster support for affordable housing and develop a communication plan focused on increasing community support for affordable housing. The plan should be developed and made available to the public by June 30, 2022.*

**City of Palo Alto Response:** The recommendation has not yet been implemented but will be implemented before the end of the 2022 calendar year. Palo Alto will research other jurisdictions within the County and report back to the City Council with a recommended communication

strategy intended to increase community support for affordable housing. Part of this communication strategy is anticipated to include actively surveying residents as part of an upcoming business tax ballot initiative; preliminary results suggest the community is supportive of a portion of the business tax revenue to be used for affordable housing. Moreover, the City's website will be updated to include consolidated affordable housing policies and access to other relevant information and documents.

#### **Finding 4**

*Palo Alto City council members do not play a strong enough leadership role in personally engaging in community education and discussion to aid in resident acceptance of affordable housing.*

#### **City of Palo Alto Response: Disagree.**

The City Council disagrees with this finding in both that the Council does play an active role in engaging the community on affordable housing policies and projects and our data shows there is already widespread community support and acceptance of below market rate housing. Recent projects, such as the 100% affordable housing project at Wilton Court and 321 Grant Affordable Teacher Housing Project have been supported by both housing advocates and neighborhood groups.

In addition to recent polling for our upcoming business tax ballot measure, the annual citizen survey is a statistically representative survey of residences and indicates widespread support of affordable housing. Recent solicitation of council priorities also indicates support for a focus on below-market rate housing.

For several years, community pushback to development in Palo Alto has focused mainly on additional commercial office projects, and the community has supported office development restrictions, including in mixed-use developments where commercial-driven housing demand exceeds housing supply. This tension, not resistance to affordable housing, has been and continues to be one of the major constraints in the City's NVCAP planning.

#### **Recommendation 4**

*The City of Palo Alto should conduct a "lessons learned" analysis from the 4-year unsuccessful North Ventura Coordinated Area Plan planning process. The City of Palo Alto should create an improved process to bring residents to a shared understanding of the needs and complexities of affordable housing development. This process should include direct involvement of Palo Alto City elected leaders in community outreach. These recommendations should be completed by June 30, 2022.*

**City of Palo Alto Response:** This recommendation will be implemented upon completion of the NVCAP process; however, the recommended timeline of June 2022 is premature. The NVCAP process is not complete, and it is inaccurate to call the planning process unsuccessful. Specifically, Council has recently provided direction (December 2021) on the preferred concept plan that will become the draft plan reviewed for CEQA compliance and brought back to Council for final adoption. Meanwhile, negotiations with property owners are continuing.

Moreover, while affordable housing is a component of this planning initiative it is not the only project component of community interest; others relate to improved circulation, enhanced open space opportunities, balanced growth, and a focus on sustainable development. The NVCAP

process cannot be viewed exclusively from the lens of affordable housing. At the appropriate time the City will conduct a best-practice analysis to determine lessons learned regarding the totality of the project.

#### **Finding 5**

*The Housing Element Plan and land-use changes are foundational to supporting affordable housing, but they are not enough. Affordable housing also needs cities to create area-specific land-use and zoning plans like the City of Mountain View's Precise Plans. Mountain View has also prioritized affordable housing development by using its planning processes to specifically identify a set of projects and actions within a concrete time frame. The City of Mountain View is to be commended for both its use of Precise Plans and its short-term City Strategic Planning process.*

**City of Palo Alto Response: NA**

#### **Finding 6**

*The City of Palo Alto's multiplicity of planning policies and documents creates lengthy processes and can lead to frustration for all parties, including neighborhoods as well as developers. The City of Palo Alto does not have a comprehensive set of plans organized by area or neighborhood that include all zoning elements and regulations that could support AH. Current plans do not clearly and concisely identify where affordable housing could be built with design and density acceptable to the City of Palo Alto and the community.*

**City of Palo Alto Response: Partially Agree / Partially Disagree.**

The City agrees that it does have a multiplicity of planning processes, which may benefit from further rationalization.

We are not persuaded, however, that specific plans are a primary planning tool to achieve more below market rate housing. We believe the primary challenges to affordable housing are economic, and the same economics apply equally in both the presence and absence of specific plans. Palo Alto has successfully done area-specific plans in the past, such as its 1999-2004 South of Forest Avenue (SOFA) plan.

Among the two main mechanisms for financing below market rate housing, the Grand Jury points out that specific area plans can be particularly helpful in leveraging mixed-use development. However as previously noted, Palo Alto believes the economics of affordable housing in the Peninsula preclude most practical use of mixed-use development as an affordable housing tool, once "net-of-demand" housing is considered. For this reason, we do not see this as a valid, primary approach. The other primary funding mechanism, 100% affordable housing projects using public funds, does not derive as much benefit from specific plans.

#### **Recommendation 6a**

*The City of Palo Alto should identify, by March 31, 2022, three or four areas where significant affordable housing can be built.*

**City of Palo Alto Response:** This recommendation has been implemented. Affordable housing is permissible throughout the city where multifamily and commercial development is allowed. Under its Housing Incentive Plan (HIP), the City has also identified three specific large zoning



districts where affordable housing developers can take advantage of increased development incentives that convey more benefits than can be achieved through state density bonus law. For 100% affordable housing projects, these three areas include the CS, CN and CC-2 zoned properties along El Camino Real, the CC-2 zoned properties around California Avenue and CD-C zoned properties Downtown (University Avenue). These projects are also allowed streamlined approval processes. Additionally, the City is currently updating its housing site inventory, programs and policies for our Housing Element which is anticipated to identify further opportunities in various areas of the City, including along Fabian Way and San Antonio Road.

#### **Recommendation 6b**

*The City of Palo Alto should agree, by June 30, 2022, to task its planners to create realistic plans for each identified area in consultation with residents and developers.*

**City of Palo Alto Response:** This recommendation will not be implemented because it is not warranted; as described above, we believe specific plans are not required for affordable housing production, especially for non-profit and publicly-funded projects.

We believe the primary challenges to affordable housing are economic, and the same economics apply equally in both the presence and absence of specific plans. Further, the City has a land-use strategy that balances new jobs and new housing creation, and zoning actions (Planned Home Zoning, Housing Incentive Program, Affordable Housing overlay) that specifically target affordable housing without encouraging large, new commercial development. As noted in the City's response to Recommendation 9b below, the City will also examine opportunities to further streamline its Affordable Housing overlay process.

#### **Finding 7**

*Mountain View Planning Division's summary memo to the Mountain View City Council provides a clear, concise update on progress toward Housing Element goals. The City of Mountain View is commended for the clarity and conciseness of its Annual Housing Element Progress Update to the Mountain View City Council. However, the Annual Housing Element Progress Updates with cover memos to the Mountain View City Council cannot be found easily by the public on the city's website.*

**City of Palo Alto Response: NA**

#### **Recommendation 7**

The City of Mountain View should publish its *Annual Housing Element Updates* and the summaries (in an appropriate form) on the city's website by June 30, 2022.

**City of Palo Alto Response: NA**

#### **Finding 8**

*Combining the City of Palo Alto's Housing Element Annual Update and the Comprehensive Plan Update with one cover memo does not communicate city progress in either area clearly.*

**City of Palo Alto Response: Partially Agree / Partially Disagree**

Combining reports places all relevant information in one place and provides clarity to residents and decision makers, as the Housing Element is a component of the General Plan. The reports are consistent with state reporting requirements. However, it is agreed that the reports can be made more readable and summarize pertinent information to support broader public understanding of the City's progress.

#### **Recommendation 8**

*The City of Palo Alto should publish the latest two years of its Housing Element Annual Updates and cover memos summarizing annual progress to the city's website by June 30, 2022. To better communicate to the public, the Housing Element Annual Updates and the Comprehensive Plan Updates should be separated.*

**City of Palo Alto Response:** The recommendation has been implemented with respect publishing the latest two years of the City's Housing Element Annual Update on the City's website. This information is now available online: <https://www.cityofpaloalto.org/Departments/Planning-Development-Services/Long-Range-Planning/Housing-Policies-and-Programs/Housing-Element-2015-2023>.

**City of Palo Alto Response:** The recommendation will not be implemented because it is not warranted with respect to separating out the comprehensive plan and housing element annual reports. However, for the 2023 reporting period, staff will explore opportunities to improve the readability and format to achieve the report recommendation.

#### **Finding 9**

*The length of time it takes developers to get their plans approved is significantly higher in the City of Palo Alto compared to the City of Mountain View. This discourages developers from proposing residential development in Palo Alto.*

#### **City of Palo Alto Response: Partially Agree / Partially Disagree**

We are not familiar with other cities' processes or data on time-to-process. The report cites some anecdotal examples. For code compliant projects, the City's review processing times are not anticipated to be significantly greater than other jurisdictions and typically only require review by the City's Architectural Review Board. There are other applications, including some 100% affordable housing projects or Planned Home Zoning applications that deviate from local zoning standards and require City Council action. While time is certainly a consideration in land use development there are other factors that may entice or discourage a developer from proposing an application, including factors beyond the City's control.

#### **Recommendation 9a**

*Once the guidelines for developments are clearly defined in area plans, the Palo Alto City Council preliminary review could be eliminated. The City of Palo Alto should establish a schedule by June 30, 2022, for defining and accepting the area plans identified in Recommendation 6a.*

**City of Palo Alto Response:** The recommendation will not be implemented because it is not warranted, as discussed under Finding 6. The City is not persuaded that area plans are inherently a solution to providing more affordable housing. Rather, the City believes the primary challenges

to affordable housing are economic, and the same economics apply equally in both the presence and absence of specific plans.

The preliminary review process referenced in the recommendation is voluntary and optional. It is not a requirement for code compliant projects; rather, it is to reduce a developer's risk of fully developing a non code-compliant project, without some confidence the City Council will view it favorably. We agree the review is not needed for code-compliant projects and in any area-specific plans, should we do them in the future.

#### **Recommendation 9b**

*The City of Palo Alto should explore combining the Planning and Transportation Commission and Architectural Review Board reviews into a single review, as is done in Mountain View. Palo Alto City staff should also consult with Mountain View planners to investigate ways to further streamline the approval process. Recommendations for changes to the planning review process should be proposed by June 30, 2022.*

**City of Palo Alto Response:** The recommendation requires further analysis. The vast majority of the applications processed in the City do not require review by both the Architectural Review Board and the Planning and Transportation Commission. This is because these bodies have different statutory authority and so by dividing their work, greater efficiency is created and the workload divided among two volunteer bodies.

Some projects seeking an affordable housing overlay approval, which conveys greater height and density than can be achieved with the City's base zoning requirements, do, however, require review by the City Council, Planning and Transportation Commission, and Architectural Review Board. Prior to June 16, 2022, the Planning and Development Services department will present an option to the City Council to streamline the review of 100% affordable housing projects such that only Architectural Review Board review is required, unless appealed to the City Council. In developing its recommendations, staff will consult with Mountain View planners to better understand its approach for streamlining affordable housing projects.

#### **Finding 10**

*Developers (both for-profit and non-profit) find it very useful to work with a designated individual who is responsible for the affordable housing target and coordinates all activities across developers, funding sources, city council, planning departments, and other stakeholders to enable progress on projects.*

#### **City of Palo Alto Response: Agree**

The City agrees a designated individual coordinating all affordable housing-related activities would be helpful.

#### **Recommendation 10a**

*The City of Palo Alto should identify an Affordable Housing Manager who can be responsible for the affordable housing target and ensure coordination among stakeholders by June 30, 2022. This role should be the primary focus of this individual and should have the support of Palo Alto's City Council.*

**City of Palo Alto Response:** The recommendation requires further analysis. The City sees value in having a single point of contact for affordable housing projects to the extent feasible. Prior to June 16, 2022, as part of the City's annual budget process, the City Council will consider whether there are sufficient funds to staff such a position or other personnel adjustments to provide dedicated attention to affordable housing projects.

#### **Recommendation 10b**

*The City of Mountain View should identify an Affordable Housing Manager who can be responsible for the affordable housing target and ensure coordination among stakeholders by June 30, 2022. This role should be the primary focus of this individual and should have the support of Mountain View's City Council.*

**City of Palo Alto Response: NA**

#### **Finding 11**

*In the past decade, the City of Mountain View has created substantial affordable housing funding derived both from City revenues (fees, charges to developers, etc.) and from external funding. However, the City of Mountain View's fund is diminishing and needs to be built up.*

**City of Palo Alto Response: NA**

#### **Recommendation 11**

*The City of Mountain View should develop a specific affordable housing funding plan to cover its needs for the next five years by July 30, 2022.*

**City of Palo Alto Response: NA**

#### **Finding 12**

*The City of Palo Alto does not have a multi-faceted affordable housing funding strategy (including creating a fund for affordable housing as well as proactively leveraging all potential external funding sources) that would encourage it to build more below market housing.*

**City of Palo Alto Response: Disagree**

We think the Grand Jury was simply mistaken here; the City has had such an Affordable Housing Fund for many years. From 2015-2019 it sourced approximately \$40 million for affordable housing efforts, not including associated infrastructure. The fund currently has about \$6 million in it and is anticipated to contribute to the transitional-housing project the Council approved in 2021. The City recently increased its commercial housing impact fees and as noted below, is exploring the possibility of a business tax to support in part, affordable housing projects. Moreover, the City Council recently directed its Finance Committee to further explore other affordable housing funding strategies.

#### **Recommendation 12a**

*The City of Palo Alto should create a plan with specific goals and timelines by July 30, 2022, to build up the affordable housing fund considering tools such as business tax, document tax, bond measure, and property tax*

**City of Palo Alto Response:** This recommendation has been implemented and is scheduled to receive further refinement later this year with a possible business tax ballot initiative. The City has had an Affordable Housing Fund for many years, historically funded primarily through impact and in-lieu fees. Palo Alto has led on inclusionary housing requirements for decades.

In keeping with its view that new commercial development should pay for its associated housing needs, in 2021, the City raised its commercial linkage fee for Affordable Housing to the highest in the Bay Area, \$68.50 per square foot, equal to the County's rate under its "full mitigation" policy as applied to Stanford University.

We are, however, seeking additional new tools to increase the size of our Affordable Housing Fund. One potential funding tool is a business tax, currently in evaluation for the November 2022 ballot, including a spending advisory to contribute to the Affordable Housing Fund. Early polling suggests public sentiment appears to favor such a tax.

### **Recommendation 12b**

*The City of Palo Alto should create a Memorandum of Understanding with Santa Clara County by July 30, 2022, to establish goals and actions to leverage Measure A bond funding and advance identified affordable housing projects.*

**City of Palo Alto Response:** This recommendation requires further analysis as City staff reach out to the County to assess its willingness to enter into an MOU with Palo Alto; staff will begin these discussions by June 16, 2022.

Measure A funds are not blanket-allocated to local jurisdictions; rather, they are applied to eligible individual affordable housing projects. When eligible projects are proposed for Palo Alto, the City and the developer engage the County regarding the allocation of funds to those projects. Various City representatives have over time been in direct or indirect contact with the County to explore funding opportunities for a variety of projects but no Measure A funds have yet been disbursed for a Palo Alto project at the time of this response.

### **Finding 13**

*One hundred percent affordable housing projects are more reliant on scarce city funds and other resources compared to mixed-use projects that combine housing with commercial space. Having a city-wide portfolio of both 100% affordable housing projects and mixed-use projects will yield the greatest number of units and best utilize available funds.*

#### **City of Palo Alto Response: Partially Agree / Partially Disagree**

In general, Palo Alto will support as many 100% affordable projects as can be funded.

In addition, Palo Alto's policy is to consider both supply and demand for affordable housing. The City's PHZ zoning incentivizes mixed-use projects but explicitly requires that housing supply exceed job-linked housing demand in those projects. As discussed previously, and also quantitatively in Appendix 3, we do not believe conventional mixed commercial-residential development generally represents a sustainable approach to fund affordable housing in high jobs-housing ratio cities like Palo Alto.

Historically, most agencies – including the Grand Jury – measured only the supply produced by such plans and projects, and not any associated demand. We believe that mixed-use projects that create more housing demand than supply exacerbate the need for affordable housing rather than reduce that need; and that in high jobs-housing-ratio regions of the Bay Area, this approach is no longer sustainable, and “net-of-demand” is now a better metric.

### Recommendation 13

*The City of Palo Alto should include both mixed-use and 100% affordable funding opportunities in its affordable housing plan referred to in Recommendation 12a by July 30, 2022.*

**City of Palo Alto Response:** This recommendation has been and is being implemented. The City’s housing work plan and policies in the new housing element will focus on ensuring projects are net-of-demand housing-positive.

In practice, we anticipate that all 100% affordable projects, but few traditional privately-funded mixed-use projects, will meet this criterion.

### Finding 14

*Relying on commercial development to fund affordable housing has the unintended consequence of increasing the need for affordable housing.*

#### City of Palo Alto Response: Agree

Using ACS 5-year jobs data and the Adjusted Keyser-Marston model (Appendix 1), Palo Alto and Mountain View together created demand for 4,000 affordable housing units from 2015-2019 --- 3,400 more than the 596 units the two cities actually permitted.

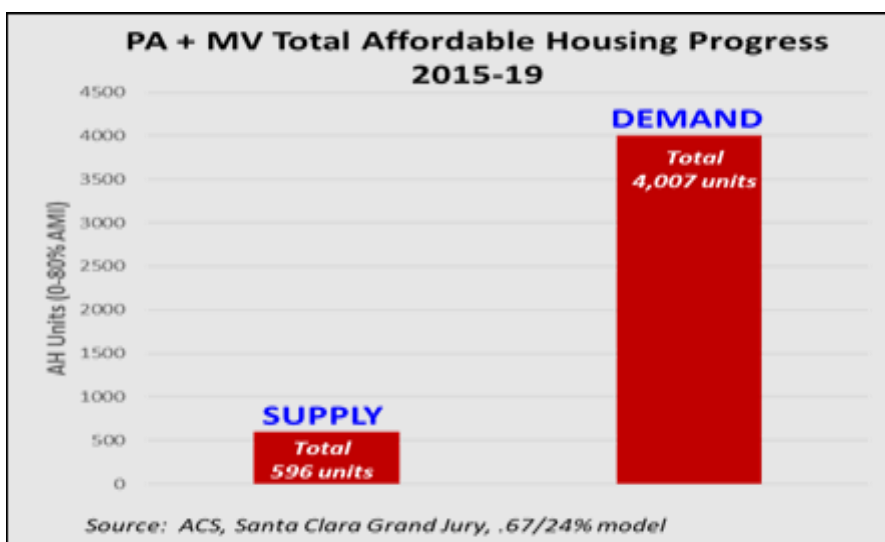


Figure 3: 2015-19 - New Affordable Housing Supply vs New Affordable Housing Demand

Once net-of-demand is measured, this increased 3,400-unit affordable-housing shortage maps to over 8,000 newly-displaced low-income individuals with no identified place to live (assuming ~2.5 persons per household). The “unintended” consequence described by Finding 14 has concrete

human ones. In order to ensure sensible policy, agencies should measure “net-of-demand” affordable housing changes, not simply affordable housing numbers in isolation.

In addition, mixed-use projects that provide more new jobs than housing are also forms of commercial development to fund affordable housing that have the unintended consequences of increasing the need for affordable housing.

#### **Recommendation 14**

*By July 30, 2022, both the City of Palo Alto and the City of Mountain View should require a Housing Impact Study in the approval process for new commercial development, that informs decision-makers about how the proposed project affects the job-to-housing ratio.*

**City of Palo Alto Response:** This recommendation has been and is being implemented as it relates to the City’s PHZ application process. PHZ projects are required to provide more housing units than needed to offset any net new job generation for commercial land uses. As previously stated, the City limits commercial development through its annual office cap in the zoning code and through land use policies in the comprehensive plan. A Housing Impact Study for other by-right commercial development that is subject to ministerial review, objective standards or design review may be informative to illustrate how a project may be improving or creating more of a jobs/housing imbalance but without actionable policies like the ones employed by Palo Alto, a Housing Impact Study offers little utility and would not likely enable decision-makers to approve or disapprove most projects, unless structured similarly to the PHZ process in Palo Alto.

Numerous nexus and other studies have already established the linkages from commercial development to housing demand, including affordable housing. Additional study is always welcome, but the top factor now is probably agencies’ more consistent adoption of existing Net-of-Demand metrics into land-use policies.

#### **CONCLUSION**

The City of Palo Alto appreciates the Grand Jury’s leadership on this important issue. As noted, we agree with several of the Grand Jury’s findings and recommendations and look forward to implementing these items in the coming weeks and months.

As noted, Palo Alto has 8% of its total housing stock as affordable housing. We are proud to have the second highest affordable housing rate of any city in the county based on the percent of total housing stock; and we are addressing the office demand side, which is critical to achieving true progress in meeting the need for affordable housing.

In closing, the City will continue to make progress on this important priority. The City Council recently adopted housing for social and economic balance as a 2022 Council priority and will be adopting a new Housing Element to help guide future affordable housing production. Our Affordable Housing Fund has been an important tool in investing in affordable housing in Palo Alto, and we continue to pursue additional revenue sources to increase this fund as we look to invest in future affordable housing projects.

On behalf of the Palo Alto City Council, thank you for considering our responses.

Sincerely,

Pat Burt, Mayor  
City of Palo Alto  
250 Hamilton Avenue, 7<sup>th</sup> Floor  
Palo Alto, CA 94301

Copy: Palo Alto City Council  
Lesley Milton, City Clerk  
Ed Shikada, City Manager  
Jonathan Lait, Planning & Development Services Director

#### **APPENDICES**

1. Affordable-Housing Demand Models
2. Mixed-Use Affordable Housing Proposal in NVCAP
3. RHNA, Recommendation 13, and Mixed-Use Development Economics
4. Housing Supply and Demand



## **Appendix 1 - AFFORDABLE HOUSING DEMAND MODELS**

Housing costs and availability are influenced by changes in both Supply and Demand. Since land-use policies and also individual actions can influence both factors at once, an understanding of linkages is important for planning.

Various studies have analyzed these linkages. One is a 2016 Keyser-Marston Nexus Study commissioned by the Santa Clara County and used during the County's "GUP" discussions with Stanford University.<sup>1</sup>

The core principle is that job growth attracts new employees to the region, who need housing. A range of affordability levels is needed, because even high-wage office jobs in fields such as software engineering and biotechnology indirectly create housing demand for workers in associated service, transportation, education and other roles.

### **A. Summary of the 2016 Keyser-Marston Nexus Study for Santa Clara County (Commercial Linkage)**

The 2016 Keyser-Marston study analyzes this linkage by looking at factors such as prevailing industry and income profiles and proportions, the housing demand created by different job categories, and the worker density in both office and residential space. KM 2016 makes the following assumptions:

- 300 square feet of office space per employee
- 1.72 workers per household – KM cites this as the Countywide average
- 20% of new jobs sourced by what KM call "declining industry" workers: existing residents who already have housing here, and whose old job is not backfilled by a new employee.

From this, KM calculates that each 100,000 sf of office space creates new households as follows:

- |                                      |                 |                |
|--------------------------------------|-----------------|----------------|
| • Extremely Low Income (0-30% AMI)   | 2.6 households  | 1.7% of total  |
| • Very Low Income (30-50% AMI)       | 12.0 households | 7.7% of total  |
| • Low Income (50-80% AMI)            | 22.0 households | 14.2% of total |
| • Moderate Income (80-120% AMI)      | 30.7 households | 19.8% of total |
| • Above Moderate Income (> 120% AMI) | 88.0 households | 56.6% of total |

Per this model, each 1,000 sf of new office space adds 3.3 new jobs, and a demand for 1.6 new households; of which 24% must be 0-80% AMI, and 43% must be 0-120% AMI. Restated, each new office job creates a demand for .47 new households, with the same percentages for 0-80% and 0-120% AMI respectively. In table form:

Housing Demand Created By	Keyser-Marston 2016 – County Average		
	Housing Units	ELI/VLI/LI %	ELI/VLI/LI/MI %
1000 sf Office Space	1.6	24%	43%
1 New Job	0.47	24%	43%

## B. Suggested Adjustments for North County and Overcrowding

The KM 2016 model is a countywide model, and the factors that go into it likely vary between the South, North and West County regions.

- First, employee density in the tech-heavy North County, where office rents are considerably higher than the County average, in 2022 is likely higher than 3.3 employees per 1,000 sf.
- Second, the cited (2016) County average of 1.72 workers per housing unit may not be best for this calculation. Others including California HCD<sup>2</sup> and Working Partnerships USA / Beacon Economics<sup>3</sup> argue that current Bay Area housing is “overcrowded” and lower densities should be used for planning. WPUSA/Beacon recommend a planning target of 1.35 workers per housing unit<sup>3</sup>.
- Finally, an estimate that 20% of new jobs are still being taken by workers leaving declining industries feels high at this time in Silicon Valley and especially in the North County.

An adjustment to the base KM 2016 analysis, using 4.0 employees per 1,000 sf office space, 1.35 workers per household, and 10% of new jobs taken by “declining industry” workers, is shown below as “Adjusted KM 2016.”

Additionally, the City of Mountain View has developed a Jobs-Housing Linkage Program as part of its 2019 East Whisman Precise Plan. The Mountain View standard prescribes 3.0 housing units per 1,000 sf office space, at a 50% inclusion rate (ELI/VLI/LI/MI)<sup>4</sup>.

These three models are summarized below:

Housing Demand Created By	Keyser-Marston 2016 – County Average			Adjusted KM 2016 – North County 2022			Mt View 2019 Jobs-Housing Linkage Program		
	Housing Units	ELI/VLI/LI %	ELI/VLI/LI/MI %	Housing Units	ELI/VLI/LI %	ELI/VLI/LI/MI %	Housing Units	ELI/VLI/LI %	ELI/VLI/LI/MI %
1000 sf Office Space	1.6	24%	43%	2.7	24%	43%	3.0	--	50%
1 New Job	0.47	24%	43%	0.67	24%	43%	--	--	--

## Conclusion

A reasonable range estimate for new housing demand created by office-space development and new jobs in the North County would be:

- Each 1,000 sf office space creates a demand for 1.6-3.0 housing units, at a 24% inclusion rate (ELI/VLI/LI) or a 43% inclusion rate (ELI/VLI/LI/MI)
- Each new job creates a demand for .47-.67 new housing units, at a 24% inclusion rate (ELI/VLI/LI) or a 43% inclusion rate (ELI/VLI/LI/MI)

For Palo Alto, the higher end of these ranges, closer to Mountain View’s, is likely most accurate.

## **Notes**

1. Non-Residential Nexus Analysis, Keyser-Marston Associates, December 2016  
<https://osh.sccgov.org/sites/g/files/exjcpb671/files/County%20of%20Santa%20Clara%20Affordable%20Housing%20Nexus%20Studies%20Public%20Review%20Draft.%2004-04-2018.pdf>  
 Appendix B (Commercial Linkage Analysis) p12
2. HCD Regional Housing Needs Determination: ABAG June 2021 - December 2030, California Department of Housing and Community Development (HCD)  
[https://www.hcd.ca.gov/community-development/housing-element/docs/abagrha-final060920\(r\).pdf](https://www.hcd.ca.gov/community-development/housing-element/docs/abagrha-final060920(r).pdf)
3. The Google Rent Hike, Working Partnerships USA, June 2019  
<https://www.wpusa.org/files/reports/GoogleRentHike.pdf>.
4. Administrative Guidelines for Jobs-Housing Linkage Program, City of Mountain View, 2019  
<https://www.mountainview.gov/civicax/filebank/blobdload.aspx?BlobID=33089>

*Eric Filseth, February 2022*

## **Appendix 2 – MIXED-USE AFFORDABLE HOUSING PROPOSAL in NVCAP**

Tom Gilman [tgilman@des-ae.com](mailto:tgilman@des-ae.com)

Tue 9/14/2021 4:34 PM

To: Council, City [city.council@cityofpaloalto.org](mailto:city.council@cityofpaloalto.org)

Cc: Lait, Jonathan <[Jonathan.Lait@CityofPaloAlto.org](mailto:Jonathan.Lait@CityofPaloAlto.org)>; Tanner, Rachael  
<[Rachael.Tanner@CityofPaloAlto.org](mailto:Rachael.Tanner@CityofPaloAlto.org)>; Campbell, Clare <[clare.campbell@cityofpaloalto.org](mailto:clare.campbell@cityofpaloalto.org)>

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To the Palo Alto City Council-

In regards to the NVCAP process, the Planning staff has requested from the Jay Paul Company, a response to the concepts presented at the June 2021 City Council meeting. Based on the Planning documents from that meeting and in discussions with the Staff, the owner needed to take a more detailed look into the numbers to evaluate the potential redevelopment for the 395 Page Mill site.

This has included reviewing several existing conditions:

- Rapidly increasing construction costs
- The considerable investment that he has made to the existing building
- Potential buy-out of the existing tenant's lease and lease extension possibility
- Major construction cost of building 2 1/2 levels of underground parking

Based on the considerable financial investment that a redevelopment would entail, the Jay Paul Company would be prepared to go along with a redevelopment of the site based on the following:

- Build 508 new living units in a multifamily project with a 15% affordability (BMR) ratio, built in 6-story and 8-story buildings
- Build an additional 200k sf of tech-office space for a total office area of 420K sf on the site, built in a new 8-story tech-office building
- Include a new 2.3 acre public park, plus significant usable green space setbacks totaling an additional 1.3 acres. On average the existing setbacks are 25', which would be increased to 30'-40'.
- 95% of the parking would be housed in a new 2 1/2 level underground parking garage, opening up a significant portion of the site as green space.
  - The 9.8 acre site would have almost 60% open space, (public + private) compared to the current 25%
- The multi-family residential buildings would be highly sustainable, built to CalGreen standards.
- The tech-office buildings would be built to highly sustainable green levels, including LEED Platinum, and Fitwell accredited
- Designing this office building as a Mass-Timber building. This will help ensure that the project is a highly sustainable project with the goal of significant Carbon reduction.
- The Jay Paul Company has an on-going relationship with Magical Bridge Foundation, with whom they have worked in Palo Alto and other communities. They will work with them to consider Magical Bridge play spaces in the proposed Park area.

The owner believes that this location is ideal for this transit-oriented development with Caltrain and multiple bus lines within easy walking distance.

Without these levels of additional office space redevelopment, the owner is not motivated to redevelop the site, given the highly successful development with the current tenancy.

The owner looks forward to helping the City make this NVCAP effort a reality and is available for further conversation.

Thank you,  
Tom Gilman, AIA  
**C. Thomas Gilman**, AIA, LEED AP  
Principal | President

**DES Architects + Engineers** | 399 Bradford Street | Redwood City, CA 94063  
T: 650.364.6453 | [tgilman@des-ae.com](mailto:tgilman@des-ae.com) | [www.des-ae.com](http://www.des-ae.com) | @DESarchitects

**Architecture | Interior Design | Landscape Architecture | Structural Engineering | Civil Engineering |  
Visual Communications | LEED Coordination**

### Appendix 3 – RHNA, RECOMMENDATION 13, and MIXED-USE DEVELOPMENT ECONOMICS

#### *How much office space would it take for Palo Alto to have reached 33% of its RHNA Cycle 5 VLI/LI target by 2019 – parity with Mountain View – using the Mixed-Use approach?*

Per the Grand Jury report, by the end of 2019:

- Palo Alto had reached 15% of its VLI/LI RHNA goals (166 units against a target of 1,123)
- Mountain View had reached 33% of its VLI/LI RHNA goal (430 units against a target of 1,306)

A reasonable question is: suppose Palo Alto wished to reach at least 33% of its RHNA Cycle 5 target using Mixed-Use Development, as indicated by Recommendation 13. How much new office space would have been required?

To achieve 33%, an additional 206 VLI/LI units would be needed. The Adjusted KM 2016 model suggests that  $206 \times 2.7 \times 1,000 = 550,000$  square feet of new office space would have been adequate; however, the Demand Model does not guarantee this rate would also be economically feasible for a developer.

The Jay Paul NVCAP Page Mill proposal (Appendix 2) provides a recent “economic feasibility” Mixed-Use data point. The proposal suggests that 76 VLI/LI units can be financed by 200,000 sf of office space, or 2,630 sf office per unit.

However, the Page Mill proposal includes MI (81-120% AMI) units; whereas the Grand Jury report considers only VLI/LI (0-80% AMI) units. Using the KM 2016 model, we can adjust the 2,630 sf metric by (43%/24%) to suggest a rate of 4,715 sf office per VLI/LI unit is currently economically viable in Palo Alto.

This suggests that in practice, producing the additional 206 VLI/LI units to reach 33%-of-RHNA using Mixed-Use as in Recommendation 13, could have been achieved by Palo Alto approving roughly 970,000 sf of new office space; creating space for 3,885 new jobs.

To reach not 33% but 100% of Palo Alto’s 2015-2023 RHNA VLI/LI target this way would require roughly 4.5 million square feet of new office space, and 18,000 new jobs.

Note these are “Supply Only” numbers; “Net-of-Demand” numbers for this much office space would suggest actual net losses in the hundreds of units of city VLI/LI housing availability, with corresponding displacement of hundreds or more lower-income residents. This conflict between RHNA performance and low-income displacement, in context of private commercial development as a funding tool for affordable housing, represents a structural problem with the RHNA process as currently measured.

Palo Alto Criteria	Net New VLI/LI Supply (units)	Economically Feasible sf Office per VLI/LI unit	New Office Space Needed (sf)	Implied New Jobs	VLI/LI Demand per 1,000 sf Office	Net New VLI/LI Demand (units)	Net-of-Demand VLI/LI Supply (units)
Additional VLI/LI units to reach 33% of Palo Alto RHNA Target	206	4,715	971,290	3,885	0.65	629	(423)
Additional VLI/LI units to reach 100% of Palo Alto RHNA Target	957	4,715	4,512,255	18,049	0.65	2,924	(1,967)

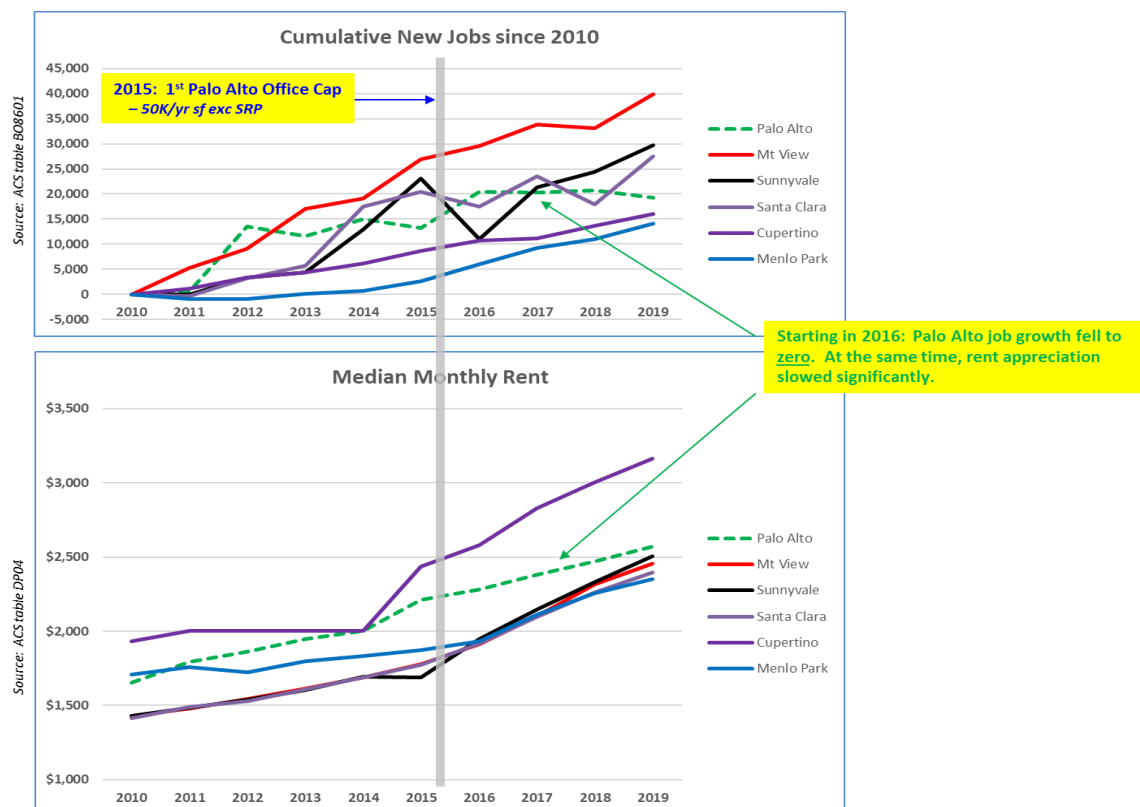
## Appendix 4 – MANAGING HOUSING SUPPLY AND DEMAND

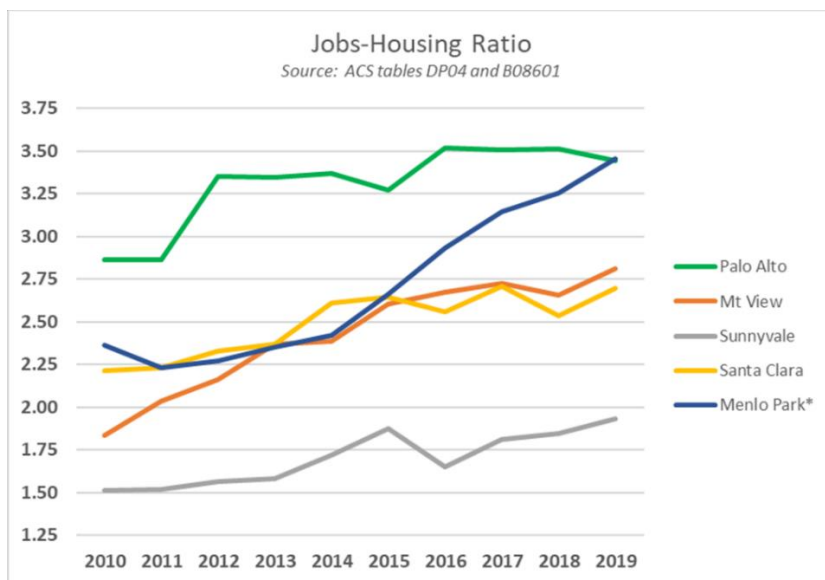
After the end of the 2008 Recession, the entire Valley added jobs much faster than housing. In 2014, facing record-high and still-escalating jobs-housing ratios, Palo Alto began what became a two-pronged effort to concurrently manage both Demand and Supply for city housing:

- Demand suppression: Council imposed nonresidential development caps in 2015 and 2018; PHZ projects must be net-housing-positive.
- Supply support: residential upzoning, including 2018's "Housing Incentive Program," residential upzoning of multi-unit and near-transit districts, an Affordable Housing Overlay, and 2019's "PHZ" tool, which established a vehicle for the city to negotiate relaxed multi-unit design standards in exchange for higher BMR inclusion rates.

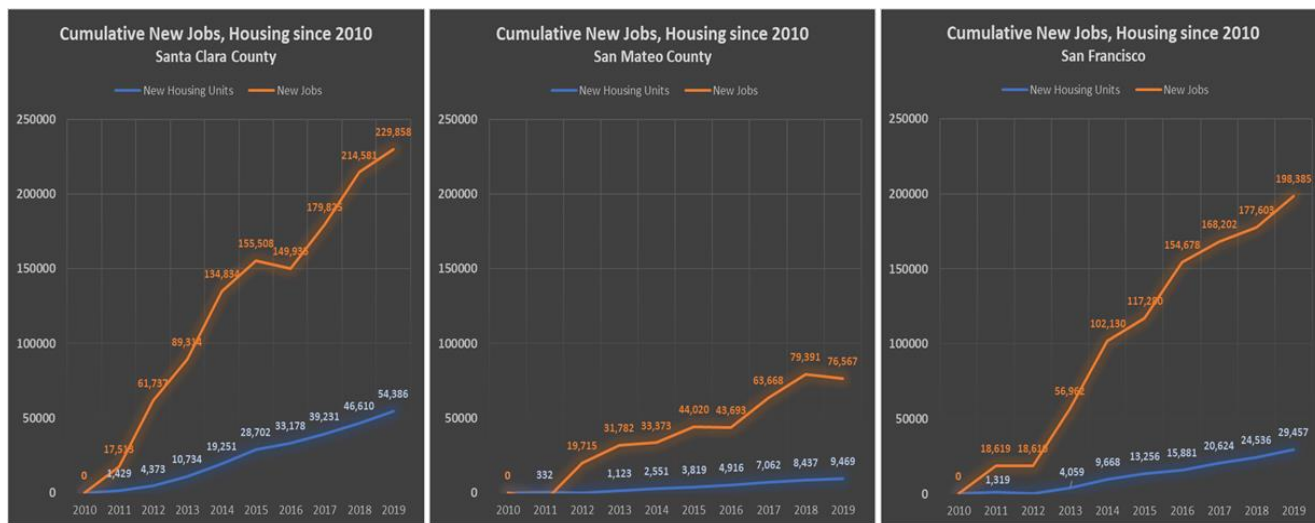
This dual-focus "Jobs-Housing First" policy has not been without controversy, including prompting one regional organization's famous remark, "'Jobs' is not a four-letter word!"<sup>1</sup>

While supply-side results are still ambiguous, a pipeline of interesting projects has developed. And with the caveats that (1) correlation is not causation, and (2) ACS data is not perfect, there are some positive indicators: Palo Alto job growth appears to have stopped since 2016, while continuing to surge elsewhere in the region; and our jobs-housing ratio appears to have plateaued and may even be edging slightly downwards. Also encouragingly, the rate of appreciation of rental housing costs in the City appears to have slowed since 2015, despite continuing and in some cases accelerating in other job-rich parts of the Valley.





For these reasons we ask the Grand Jury not to simply dismiss this approach; but consider it, and monitor it, as the region evolves over the next several years. Balancing the demand and supply for housing has become a vexing problem for the entire region; multiple approaches should be on the table.



Source: ACS 5-yr data tables B08601, DP05; US Census H1

1. <https://www.mercurynews.com/2019/01/10/i-want-to-see-the-valley-step-up-gov-newsom-priorities-companies-to-help-build-housing/>





## City of Palo Alto City Council Staff Report

(ID # 13978)

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**Meeting Date: 3/14/2022**

**Title: Approval of Amendment Number 2 to Contract Number C19172119 with Daryl D. Jones, Inc. DBA Telecommunications Engineering Associates (TEA) to Increase the Scope of Services to Include Program Verification and Design Review for the Public Safety Building Project (CIP PE-15001) and, Accordingly, Increase the Contract Amount by \$189,882, for a New Total Not-to-Exceed Amount of \$874,882**

**From: City Manager**

**Lead Department: Police**

### **Recommendation**

Staff recommends that Council approve and authorize the City Manager or their designee to execute the attached Amendment No. 2 to Contract C19172119 with Daryl D. Jones, Inc. DBA Telecommunications Engineering Associates (TEA) (Attachment A) to increase the scope of services to include program verification and design review services for the Public Safety Building project (PE-15001) and, accordingly, increase the contract sum by \$189,822 to a new total not-to-exceed amount of \$874,882.

### **Background**

The New Public Safety Building (PSB) (PE-15001) is one of ten key projects included in the 2014 Council Infrastructure Plan. The PSB was identified as the plan's highest priority project. In June 2018, Council authorized a five-year contract with TEA as the City's radio system maintenance provider ([CMR# 9246](#)). In June 2019, Council authorized Contract Amendment No. 1 with TEA to add provision of detailed information about the existing radio system infrastructure to assist in designing the radio system and equipment specifications for the new PSB ([CMR# 10352](#)).

### **Discussion**

TEA provides maintenance for the existing City radio system and the Fire Station Ringdown System. The existing City radio system is an analog Very High Frequency (VHF) and Ultra High Frequency (UHF) system that supports Police, Fire, OES, Animal Control, and Park Rangers. The City currently operates two VHF channels and three UHF channels.

This Amendment No. 2 to the TEA contract is now needed to add provision of final program verification and design review services focusing on verifying the technology systems, technical

cabling, and equipment infrastructure requirements for E911 and emergency radio systems for the new PSB. The added services TEA will be providing support several critical components which must be properly integrated for overall project success, including the relocation of 911 dispatch operations. Final setup of the new PSB will require careful planning to coordinate numerous telecommunications issues related to essential service communication with respect to the new and existing systems.

Since TEA has designed, installed, and maintained systems at the current City of Palo Alto facility, they are uniquely qualified to provide services to accomplish a seamless transition to the new PSB. TEA will charge an hourly rate of \$210 for the added services, with a not-to-exceed amount of \$189,882 for these services, for a new total not-to-exceed amount of the contract of \$874,882. These services will be approached as Additional Services, as defined in the contract, which are assigned via written Task Order approved by the City's Project Manager as detailed in the contract. The cost will be funded from the PSB budget.

This 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. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work. The contract may also be temporarily suspended by written notice of the City Manager.

### **Timeline**

The construction of the PSB is in progress and scheduled to be completed and fully operational by late 2023.

### **Resource Impact**

Funding for the recommendation in this report is available in the Fiscal Year 2022 New Public Safety Building Capital Improvement Program project (PE-15001).

### **Stakeholder Engagement**

Public Works has been and is engaging designated staff from key departments that will be occupying the PSB upon completion. Additionally, the PSB design was reviewed and recommended for approval via the ARB process that notifies nearby residents and publishes formal meeting agendas online and via newspaper advertisements. The project website is regularly updated with current information and email newsletters are sent to persons who sign up to the mailing list via the website.

### **Policy Implications**

This amendment to contract is consistent with existing City policy.

### **Environmental Review**

This contract is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15301 of the CEQA guidelines. An Environmental Impact Report for the PSB and the New California Avenue Area Parking Garage was prepared and was certified by Council on June 11, 2018 ([CMR# 8967](#)), by adoption of Resolution No. 9772.

**Attachments:**

- **Attachment7.a:** Attachment A: Daryl D. Jones, Inc. DBA Telecommunications Engineering Associates (TEA) Contract; C19172119, Amendment #2

**AMENDMENT NO. 2 TO CONTRACT NO. C19172119  
BETWEEN THE CITY OF PALO ALTO AND  
DARYL D. JONES, INC. DBA TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

This Amendment No. 2 (this "Amendment") to Contract No. C19172119 (the "Contract" as defined below) is entered into as of March 14, 2022, by and between the **City of Palo Alto**, a California chartered municipal corporation ("CITY"), and **Daryl D. Jones, Inc. DBA Telecommunications Engineering Associates**, a California corporation, located at 1160 Industrial Road #15, San Carlos, CA 94070 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of providing radio and telecommunication engineering services for portions of the CITY's legacy analog radio and telecommunications systems (the "Project"), as detailed therein.

B. The Parties entered into Amendment #1 to add to the scope of services under the Contract and increase compensation by Sixty Thousand Dollars (\$60,000), increasing the total not-to-exceed amount from Six Hundred Twenty-Five Thousand Dollars (\$625,000) to a new total not-to-exceed amount of Six Hundred Eighty-Five Thousand Dollars (\$685,000), as detailed therein.

C. The Parties now wish to amend the Contract in order to correct a typographical/clerical error in the date in the first paragraph of Amendment No. 1; add Task 6 (program verification and design review consulting services) to the scope of services for the Public Safety Building project (to be approached as Additional Services, as further detailed herein); and increase compensation by One Hundred Eighty-Nine Thousand Eight Hundred Eighty-Two Dollars (\$189,882), increasing the total not-to-exceed amount from Six Hundred Eighty-Five Thousand Dollars (\$685,000) to a new total not-to-exceed amount of Eight Hundred Seventy-Four Thousand, Eight Hundred Eighty-Two Dollars (\$874,882), 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:

- a. **Contract.** The term "Contract" shall mean Contract No. C19172119 between CONSULTANT and CITY, dated June 25, 2018, as amended by:

Amendment No.1, dated June 25, 2019 (the corrected date as detailed in Section 2 herein)

*Vers.: Aug. 5, 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. The Parties understand and agree that the date as of which Amendment No. 1 was entered into, as listed in the first paragraph of Amendment No. 1, was stated incorrectly as "June 25, 2018" instead of "June 25, 2019," due to a typographical/clerical error, and the Parties hereby amend said date in the first paragraph of Amendment No. 1 to read "June 25, 2019."

SECTION 3. Section 4, "NOT TO EXCEED COMPENSATION," of the Contract is hereby amended to read as follows: "The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" (also referred to herein as the "Basic Services"), and reimbursable expenses, shall not exceed **Six Hundred Eighty-Five Thousand Dollars (\$685,000)**, as detailed in Exhibit "C" entitled "COMPENSATION". CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In addition, the City has approved an amount of **Three Hundred Fourteen Thousand Eight Hundred and Eighty-Two Dollars (\$314,882)** for Additional Services (as defined below), if authorized pursuant to a City-approved Task Order as detailed under the "Additional Services" section in Exhibit "C". In the event Additional Services are authorized by City, the total compensation for Basic Services, reimbursable expenses, and Additional Services shall not exceed **Eight Hundred Seventy-Four Thousand, Eight Hundred Eighty-Two Dollars (\$874,882)**, as detailed in Exhibit "C". As detailed in Exhibit C, equipment maintenance rates, as applicable, are set out at 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 amounts set forth herein shall be at no cost so the City.

Additional Services, if any, shall be authorized in via City-approved Task Order accordance with and subject to the provisions of Exhibit "A" ("Scope of Services") and the provisions of the "Additional Services" section of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY via City-approved Task Order. "Additional Services" shall mean 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 in Exhibit "A".

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 "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 2," AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.

Vers.: Aug. 5, 2019

- d. Exhibit "C-1" entitled "SCHEDULE OF RATES, AMENDMENT NO. 2", 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.

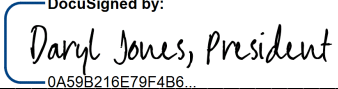
**CITY OF PALO ALTO**

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee

**DARYL D. JONES, INC. DBA  
TELECOMMUNICATIONS ENGINEERING  
ASSOCIATES****Officer 1**

By: \_\_\_\_\_  
0A59B216E79F4B6...

Daryl Jones, President  
Name: \_\_\_\_\_

President  
Title: \_\_\_\_\_

**Attachments:**

EXHIBIT "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "C" entitled "COMPENSATION, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)

EXHIBIT "C-1" entitled "SCHEDULE OF RATES, AMENDMENT NO. 2" (AMENDED, REPLACES PREVIOUS)

**EXHIBIT "A"**  
**SCOPE OF SERVICES, AMENDMENT NO. 2**  
**(AMENDED, REPLACES PREVIOUS)**

CONSULTANT (also referred to herein as "TEA") shall provide professional telecommunications engineering services to manage and maintain the CITY's radio infrastructure and console equipment. The CITY has opted for a service plan that covers all parts and equipment (excepting the items in the "Services Excluded" section below) without additional charge. In addition, all labor, including travel time will be provided for any equipment or systems problem without additional charge.

CONSULTANT agrees to provide total problem resolution services under this Agreement. This includes liaison with equipment manufacturers, other vendors, the County, and the 9-1-1 System maintenance provider. CONSULTANT shall investigate all reports of system problems and work with the appropriate vendor or agency to correct it. CONSULTANT will further serve as the CITY's single point of contact for problems related to the equipment listed in Exhibit C.

In addition to routine maintenance and management of telecommunications equipment, CONSULTANT will make recommendations to the CITY when equipment needs to be replaced and offer suggestions about new products and equipment, which can be used to enhance system performance. CONSULTANT agrees to provide training for CITY personnel on communications systems as necessary. CONSULTANT will assist the CITY in identifying issues when it is necessary for the CITY to make routine system design changes and enhancements to any equipment covered under this agreement. CONSULTANT will write bid specifications for base station equipment when directed to do so by the CITY.

Written reports on the status of the CITY's communications systems will be provided when necessary but not less than once per year by the 15th of December. All of the above services are included in the total compensation set forth in Exhibit C and shall be at no additional cost to CITY.

Further details on services included in CONSULTANT'S performance of this Agreement are provided below, as well as a section on excluded services.

**REQUIRED SERVICES (INCLUDED)**

**Radio Infrastructure Management Services:** All communications problems under this agreement are resolved effectively and efficiently. In the event of a system failure, the CONSULTANT shall respond promptly (in accordance with the specified response time requirements) and make the necessary repairs in a manner that will keep any system downtime to an absolute minimum.

**Maintenance and Repair Services:** The CONSULTANT shall keep all equipment covered by this proposal in Exhibit C in excellent working condition, utilizing current industry standards and modern preventive maintenance techniques. All parts and labor necessary to accomplish preventive maintenance and repair will be provided without additional costs.



**Response Times:** The CONSULTANT shall provide the CITY with a telephone number that is available for reporting problems that is answered or responded to 24 hours a day, 7 days per week, 365 days per year. All incidents in the following categories shall be responded to and resolved within the specified time. In all instances, the CONSULTANT shall make every effort to be available for immediate telephone consultation for any problem.

**Emergency Request:** The CONSULTANT shall handle all emergency requests for service within one hour of the request being reported. Emergency requests are defined as a malfunction of equipment that has a major effect on daily operations. An example of such a malfunction would be a major failure at a dispatch console.

**High Priority Requests:** The CONSULTANT shall handle all requests of this nature within four (4) hours of the request being reported. High Priority request are defined as a malfunction of equipment that can be temporarily resolved by a work around. An example of such a malfunction would be a secondary channel becoming inoperable and that traffic being moved to the primary channel.

**Non-critical Requests:** The CONSULTANT shall handle all Non-critical requests within twenty-four (24) of the request being reported. Non-critical requests are defined as intermittent problems that do not have a significant operational impact. An example of an intermittent problem would be periodic static on a secondary channel.

In all instances, the CONSULTANT shall make every effort to be available for immediate telephone consultation.

**Equipment Inventory and Handling:** It shall be the joint responsibility of the CITY and CONSULTANT to maintain an accurate listing of all radio infrastructure equipment (except as otherwise provided for in this Agreement). It is understood that only equipment listed in the most current copy of the equipment itemization is covered under a fixed fee proposal.

It is further understood that CONSULTANT's personnel will need to periodically possess radio equipment that belongs to the CITY. CONSULTANT agrees to exercise reasonable care for the equipment and shall be responsible for its return to the CITY.

#### MISCELLANEOUS SERVICES (INCLUDED)

It is understood that TEA may need to periodically possess radio equipment that belongs to the CITY. TEA agrees to exercise reasonable care for the equipment and shall be responsible for its return to the CITY.

TEA is authorized by the CITY to install its own radio repeater and antenna at any CITY radio site to facilitate administrative communication between TEA personnel. All equipment and installation services will be at TEA's expense and the CITY shall incur no additional charge. There will be no charge for rental of space of electrical power at the CITY's radio sites.

TEA will maintain the CITY's FCC's radio licenses. TEA will provide radio systems training for probationary dispatchers and at two Continued Professional Training (CPT) sessions annually

#### ADDITIONAL MAINTENANCE SERVICES (INCLUDED)

During contract year one (July 1, 2018 – June 30, 2019), CONSULTANT shall provide a higher-than-usual level of maintenance services, as the CITY's equipment and systems are in need of some additional maintenance care. The not-to-exceed amount for such additional maintenance services/equipment shall be **Forty Five Thousand Dollars (\$45,000)**. The per-contract-year amounts detailed in Exhibit "C" ("Compensation") reflect this additional \$45,000 for higher-than-usual maintenance during contract year one.

#### PROVISION OF INFORMATION AND DOCUMENTATION ON THE CITY'S EXISTING EMERGENCY RADIO/ TELECOMMUNICATIONS SYSTEMS (INCLUDED)

In addition to the above, during contract year two (July 1, 2019 – June 30, 2020) or as otherwise requested by CITY, CONSULTANT shall provide documentation and information on the specifications and operations of the CITY's existing emergency radio and telecommunications system to the radio technology subconsultant of Ross, Drulis, Cusenberry ("RDC"), the architectural firm engaged by the CITY to design its new Public Safety Building ("PSB"). CONSULTANT'S services will also include providing a complete inventory of all equipment used in the radio/telecoms system. CONSULTANT will charge at the rate of One Hundred Eighty-eight dollars (**\$188 an hour**) with a not to exceed amount of **Fifteen Thousand Dollars (\$15,000)** for these services. The per-contract-year amounts detailed in Exhibit "C" ("Compensation") reflect this additional \$15,000 for provision of information and documentation during contract year two. CONSULTANT will not provide any consulting on the design of such systems for the new PSB, rather, such design work will be performed by RDC's subconsultant and/or RDC. CONSULTANT's role is solely to provide information and documentation regarding the current CITY systems.

#### SERVICES EXCLUDED

The following services are not included as part of this Agreement and, if services are required of TEA, it will be handled on a time and materials basis. (Such services are also referred to in this Agreement as "Additional Services," however, Additional Services may also consist of services other than those listed below in this "Services Excluded" section.)

- Antennas – Base station antennas and coaxial cables at all sites
- Telephone headsets
- Mobile and Portable radios
- System relocation or design changes
- Installation of new equipment
- Batteries
- Microwave System

Any malfunctions or damage for problems caused by natural or manmade disaster such as flood,

earthquake or fire will not be covered under this Agreement. It is understood that TEA may determine that a particular piece of equipment is beyond economic repair due to age or condition. If this occurs, TEA will notify the CITY, this equipment item will be excluded from maintenance under this Agreement, and the compensation will be adjusted accordingly.

(THIS SCOPE OF SERVICES IS CONTINUED ON THE NEXT PAGE.)

## PROGRAM VERIFICATION AND DESIGN REVIEW SERVICES (INCLUDED) (TASK 6)

Program verification and design review services (approached as Additional Services) focusing on verifying the technology systems, technical cabling and equipment infrastructure requirements for E911 and emergency radio systems for the Public Safety Building (PSB), as detailed in Tables 1-4 (Police Telecommunications Consulting Task List) below. (Also referred to as **Task 6.**)

Table 1 (Police Telecommunications Consulting Task List)

### City of Palo Alto Police Building Project

### Police Telecommunications Consulting Task List

Revised: December 12, 2021

General Infrastructure Task	TEA Consult	Approx Hours
Prepare a detailed radio base station equipment inventory	Y	completed 100%
Prepare equipment replacement plan schedule	Y	completed 80%
Implementation and cutover plan	Y	32
Budget preparation and cost estimate	Y	2
Project meetings	Y	6
Space Planning & Building Matters Task	TEA Consult	Approx Hours
Participate with the architect and City staff on space planning	N	
Participate with the architect and City staff on dispatch furniture design	Y	6
Acoustic requirements and planning	N	
Anti-static planning and specs	N	
HVAC/CRAC requirements	N	
Electrical power distribution and UPS requirements	N	
Conduit and raceway requirements	N	
ADA compliance issues	N	
Participate with the architect and City staff on dispatch furniture and rack grounding and seismic mounting	Y	6
Budget preparation and cost estimate	N	
Project meetings	N	
Communications Console Specifications Task	TEA Consult	Approx Hours
Basic radio console needs definition for analog channels	Y	8
Liaison w/ SVRIA and Motorola on P25 console requirements	Y	96
Transmitter site-select requirements	Y	2
Voter status display requirements	Y	2
Monitor receiver requirements	Y	4
Emergency channel marker (Code-33 beeper) requirements	Y	1
Instant recall recorder interface requirements	Y	2
DTMF decoder on low-band channels requirements	Y	2
Simplex receiver and control base requirements	Y	4
Tone encoding requirements definition (backup fire stn alerting)	Y	2
Building PA interface requirements	Y	2
Telephone headset interface requirements	Y	1
Equipment racks and seismic bracing plan review	Y	4
Deinstallation and removal of old equipment plan	Y	8
Communications console fault tolerance issues	Y	2
Budget preparation and cost estimate	Y	4
Project meetings	Y	6

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San Carlos, California

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Vers.: Aug. 5, 2019

Table 2 (Police Telecommunications Consulting Task List)

**City of Palo Alto Police Building Project****Police Telecommunications Consulting Task List**

Revised: December 12, 2021

Radio System Requirements Task	TEA Consult	Approx Hours
Antenna requirements planning (tower)	Y	10
Antenna requirements planning (low-elevation)	Y	10
Low-elevation antenna mounting requirements	Y	4
Antenna coaxial cable conduit review	Y	2
PD-1 UHF upgrade planning and equipment lists	Y	24
FD-1 VHF upgrade planning and equipment lists	Y	24
LG-2 UHF upgrade planning and equipment lists	Y	24
Misc VHF Fire radio upgrade planning and equipment lists	Y	16
Low-band countywide upgrade planning and equipment lists	Y	8
DC power system requirements	Y	16
Equipment rack and cabinet requirements review	Y	4
AC power distribution to equipment rack requirements (PDU) review	Y	4
Grounding system requirements review	Y	8
NOAA weather radio requirements	Y	2
San Mateo County CWMA and TAC channel control bases	Y	8
Liaison w/ SVRIA and Aviat on microwave requirements	Y	72
AT&T radio circuit relocation or disconnect planning	Y	32
Radio stream encoder requirements	Y	2
Review interface requirements to the command vehicle	Y	8
Budget preparation and cost estimate	Y	4
Project meetings	Y	10

911 Telephone System Planning Task	TEA Consult	Approx Hours
E911 equipment relocation or replacement planning review	Y	24
NG-911 and cloud CPE implementation review	Y	12
Review multinode system design	Y	12
Electrical power for 911 telephone equip plan review	Y	2
Cabling for 911 station equipment plan review	Y	2
Comm center TDD and Text-to-911 plan review	Y	2
Instant recall recorders plan review	Y	2
Administrative telephone system interface requirements	Y	8
Review 7-digit emergency lines, ringdowns and direct-connect lines	Y	6
Review alt-answer arrangements	Y	2
Review ECaTS relocation requirements	Y	4
Review installation and cutover plan with 911 provider	Y	32
Budget preparation and cost estimate	Y	6
Project meetings	Y	12

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Vers.: Aug. 5, 2019



Table 4 (Police Telecommunications Consulting Task List)

**City of Palo Alto Police Building Project****Police Telecommunications Consulting Task List**

Revised: December 12, 2021

Building Security Task	TEA Consult	Approx Hours
Security video cameras and monitors	N	
Audio monitoring of holding cells & interview rooms	N	
Interview room audio and video recording requirements	N	
Access control and two-way intercom requirements	N	
Large monitor display requirements for mapping etc	N	
Interface between radio console and security electronics	N	
Jail duress alarm requirements	N	
Police Records duress alarm	N	
Door and gate control interface requirements review	Y	6
Budget preparation and cost estimate	N	
Project meetings	Y	2

Miscellaneous Task	TEA Consult	Approx Hours
PD building overhead paging (PA) review	Y	4
PD overhead speakers for radio audio	Y	4
Subscriber alarm monitoring equipment	N	
In-building ERRCS Distributed Antenna System (DAS) review	Y	6
Logging recorder relocation/replacement review	Y	4
Uninterruptable power system review	Y	2
EOC radio system interface requirements	Y	4
Liaison w/ fire suppression consultant	Y	1
Emergency generator alarm and fuel tank monitor review	Y	1
FCC license preparation for City radio licenses (see note 3)	Y	48
Review and respond to RFI requests	Y	8
Site inspections and punch list	Y	48
Project meetings	Y	8

TEA Consulting Services Summary	Approx Hours
Total	822
Hourly Rate \$	210.00

Vers.: Aug. 5, 2019

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2**  
**(AMENDED, REPLACES PREVIOUS)**

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).

<b><u>Milestones</u></b>	<b><u>No. of Weeks from NTP to Completion</u></b>
1. Task 1. Preventive Maintenance	On going
2. Task 2. Training for Police Personnel	Annually
3. Task 3. Maintenance of FCC Licenses	As-Needed
4. Task 4. Written Status Reports	Annually
5. Task 5. Provision of information and documentation on the City's existing emergency radio/ telecommunications systems to City's architect, RDC, and/or its subconsultant	End of calendar year 2019 (or as otherwise requested by City)
6. Task 6. Program verification and design review services focusing on verifying the technology systems, technical cabling and equipment infrastructure requirements for E911 and emergency radio systems for the Public Safety Building (PSB).	On-going, as-needed, per the timeline specified in the City-approved Task Order (these services are approached as Additional Services per Section 4, "Not-to-Exceed Compensation," of this Agreement)



**EXHIBIT "C"**  
**COMPENSATION, AMENDMENT NO. 2**  
**(AMENDED, REPLACES PREVIOUS)**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, as detailed in Exhibit "A" entitled "Scope of Services", this Exhibit "C", and, as applicable, based on the covered equipment rate schedule attached as Exhibit C-1, all within the not-to-exceed amounts provided in Section 4 ("Not-to-Exceed Compensation") and below this Exhibit C (summarized in the Compensation Summary Table below).

**Task 1-5: Per-Contract-Year Not-to-Exceed Compensation Amounts for Basic Services and Reimbursable Expenses**

The following is a per-contract-year breakdown of the not-to-exceed compensation amounts provided in Section 4 ("Not to Exceed Compensation") of this Agreement.

The per-contract-year not-to-exceed compensation amounts for Basic Services and specified reimbursable expenses for **Tasks 1-5** are as follows, respectively:

- One Hundred Forty-Five Thousand Dollars (\$145,000) for contract year one (including higher-than-usual maintenance services/equipment);
- One Hundred Fifteen Thousand Dollars (\$115,000) for contract year two (including provision of information and documentation to RDC subconsultant);
- One Hundred Thousand Dollars (\$100,000) for contract year three;
- One Hundred Thousand Dollars (\$100,000) for contract year four;
- One Hundred Thousand Dollars (\$100,000) for contract year five.

**Task 1-5: Per-Contract-Year Not-to-Exceed Compensation Amounts for Basic Services, Reimbursable Expenses and Additional Services**

In the event Additional Services (per Section 4, "Not to Exceed Compensation," of this Agreement) are authorized by CITY for, the per-contract-year not-to-exceed compensation amounts for Basic Services, specified reimbursable expenses and Additional Services for **Tasks 1-5** are as follows, respectively:

- One Hundred Seventy Thousand Dollars (\$170,000) for contract year one (including higher-than-usual maintenance services/equipment);
- One Hundred Forty Thousand Dollars (\$140,000) for contract year two (including provision of information and documentation to RDC subconsultant);
- One Hundred Twenty Five Thousand Dollars (\$125,000) for contract year three;
- One Hundred Twenty Five Thousand Dollars (\$125,000) for contract year four; and

One Hundred Twenty Five Thousand Dollars (\$125,000) for contract year five.

**Task 6: Not-to-Exceed Compensation Amount for Task 6 (approached as Additional Services in accordance with Section 4 (“Not-to-Exceed Compensation”) and the “Additional Services” section of Exhibit C)**

In the event Additional Services (per Section 4, “Not to Exceed Compensation,” of this Agreement) are authorized by CITY for **Task 6**, the not-to-exceed compensation amount for Additional Services for **Task 6** is as follows:

One Hundred Eighty-Nine Thousand Eight Hundred Eighty-Two Dollars (\$189,882)

**Tasks 1-6: Total Not-to-Exceed Amount of this Agreement**

The total not-to-exceed amount of this Agreement for all tasks is as follows:

Eight Hundred Seventy-Four Thousand Eight Hundred Eighty-Two Dollars (\$874,882)

CONSULTANT agrees to complete all Basic Services, reimbursable expenses, and Additional Services within these amounts.

**Compensation Summary Table**

<b>Tasks 1-5</b>	<b>Basic Services and specified Reimbursable Expenses</b>	<b>Additional Services (if authorized by City per Section 4)</b>	<b>Subtotals</b>
Contract year 1	\$145,000	\$25,000	\$170,000
Contract year 2	\$115,000	\$25,000	\$140,000
Contract year 3	\$100,000	\$25,000	\$125,000
Contract year 4	\$100,000	\$25,000	\$125,000
Contract year 5	\$100,000	\$25,000	\$125,000
Subtotals	\$560,000	\$125,000	\$685,000
<b>Task 6</b> (approached as Additional Services)	\$0 (n/a)	\$189,882	\$189,882
Subtotals	\$560,000	\$314,882	\$874,882
<b>Total not-to-exceed Amount of this Agreement</b>			<b>\$874,882</b>

**REIMBURSABLE EXPENSES**

The CONSULTANT’s administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance, telephone and other ordinary business expenses are included within the scope of payment for services and are not

reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost.

Expenses for which CONSULTANT shall be reimbursed are for equipment needed for the operation of the radio/telecommunications system at the rates provided in Exhibit C-1. All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$100.00 shall be approved in advance by the CITY's project manager.

### **ADDITIONAL SERVICES**

The CONSULTANT shall provide Additional Services (as defined in Section 4, "Not to Exceed Compensation," of this Agreement) only by advanced, written authorization from the CITY, pursuant to a Task Order (Exhibit "A-1") as detailed in Section 1 of this Agreement. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of such services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, consistent with this Agreement, including reimbursable expenses based on the rates set forth in Exhibit C-1. The Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of such services, pursuant to a Task Order (Exhibit "A-1") as detailed in Section 1 of this Agreement. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

#### **HOURLY RATE FOR ADDITIONAL SERVICES (CONSULTING) for Task 1-5**

For **Task 1-5**, the CITY may request consulting services on radio infrastructure changes, additions and relocation. TEA will provide those services at an hourly cost of **\$155.00 per hour**. In addition the CITY needs to replace and relocate some antiquated radio equipment. TEA will provide quotes for these replacement/relocation projects and any long-term consulting projects.

#### **HOURLY RATES FOR ADDITIONAL SERVICES (RADIO ENGINEERING AND TELECOMMUNICATIONS TECHNICIAN) for Task 1-5**

Consulting fees for work outside of the scope of the Agreement (Additional Services) will not exceed one hundred fifty-five (**\$155.00**) **dollars per hour** for radio engineering and will not exceed one hundred thirty-five (**\$135.00**) **dollars per hour** for telecommunications technician work.

#### **HOURLY RATES FOR ADDITIONAL SERVICES (PROGRAM VERIFICATION AND DESIGN REVIEW SERVICES) for Task 6**

For **Task 6**, the CITY may request Additional Services (as defined in Section 4, “Not to Exceed Compensation,” of this Agreement) to provide program verification and design review consulting services focusing on verifying the technology systems, technical cabling and equipment infrastructure requirements for E911 and emergency radio systems for the Public Safety Building, as further detailed in Exhibit A. CONSULTANT’s hourly rate for these Additional Services will not exceed two hundred ten (**\$210.00**) **dollars per hour**.

**EXHIBIT "C-1"**  
**SCHEDULE OF RATES, AMENDMENT NO. 2**  
**(AMENDED- REPLACES PREVIOUS)**

As applicable, CONSULTANT will invoice the CITY on a monthly basis for the amount of applicable (as needed) covered equipment (Reimbursable Expenses per Exhibit C) from the list below. Notwithstanding the foregoing, or the list below, the compensation to CONSULTANT for the performance of this Agreement shall not exceed the amounts provided in Section 4, Exhibit A, and Exhibit C of this Agreement.

<b>PD-1 SYSTEM</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
T-Band duplex base station	2	\$175	\$350
T-band voting receiver	4	\$85	\$340
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	0	\$30	\$0
		Total >>	\$860

<b>PD-2 SYSTEM</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
T-Band duplex base station	2	\$175	\$350
T-band voting receiver	4	\$85	\$340
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	0	\$30	\$0
		Total >>	\$860

<b>FD-1 SYSTEM</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
VHF duplex base station	2	\$175	\$350
VHF voting receiver	3	\$85	\$255
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	1	\$30	\$30
		Total >>	\$805

Vers.: Aug. 5, 2019

<b>FD-2 (TAC) SYSTEM</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
VHF duplex base station	2	\$175	\$350
VHF voting receiver	3	\$85	\$255
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	1	\$30	\$30
		Total >>	\$805

<b>FIRE STATION ALERTING</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
Zetron Model 25 encoder (CAD controlled)	0	\$32	\$0
Zetron Model 26 status control unit	2	\$60	\$120
Zetron Model 6 fire station transponder	7	\$36	\$252
TEA Station Alerting Module (SAM)	7	\$20	\$140
Fire station PA system – Valcom	0	\$35	\$0
Fire station PA system – conventional	7	\$35	\$245
Fire station alerting radios	7	\$30	\$210
Power supplies	7	\$28	\$196
		Total >>	\$1,163

<b>LG-1 SYSTEM</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
UHF duplex base station	2	\$175	\$350
UHF voting receiver	3	\$85	\$255
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	0	\$30	\$0
Desk set remote control	12	\$18	\$216
		Total >>	\$991

<b>LG-2 SYSTEM</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
UHF duplex base station	2	\$175	\$350
UHF voting receiver	3	\$85	\$255

Vers.: Aug. 5, 2019

Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	1	\$10	\$10
CTI comparator display system	0	\$30	\$0
Desk set remote control	12	\$18	\$216
		Total >>	\$991

<b>LG-3 SYSTEM</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
UHF duplex base station	2	\$175	\$350
UHF voting receiver	1	\$85	\$85
Motorola Digitac comparator	1	\$160	\$160
Transmitter site-select relay system	0	\$10	\$0
CTI comparator display system	0	\$30	\$0
Desk set remote control	0	\$18	\$0
		Total >>	\$595

<b>FIBER-OPTIC MULTIPLEXERS</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
Adtran Opti 6100 for Civic Center	1	\$435	\$435
Adtran Opti 6100 for MSC	1	\$235	\$235
Adtran Opti 6100 for Park Reservoir	1	\$235	\$235
Adtran Opti 6100 for Dahl Reservoir	1	\$235	\$235
48VDC power systems (excluding batteries)	4	\$65	\$260
		Total >>	\$1,400

<b>SITE-SPECIFIC EQUIPMENT</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
UHF T-band receiver multicoupler	2	\$30	\$60
UHF 450 receiver multicoupler	3	\$30	\$90
VHF receiver multicoupler	3	\$30	\$90
Wideband multicoupler at Civic Center	4	\$30	\$120
DC power system for VA Hospital site	1	\$85	\$85
AC power inverter for VA Hospital site	1	\$45	\$45
Adtran Atlas 550 multiplexers for VA Hospital	2	\$65	\$130
		Total >>	\$620

<b>CENTRACOM GOLD ELITE CONSOLE</b>	<b>Quantity</b>	<b>Monthly</b>	<b>Monthly</b>
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Vers.: Aug. 5, 2019

		<b>Cost Each</b>	<b>Total</b>
Operator position	5	\$160	\$800
Centracom card cage	6	\$15	\$90
Centracom CEB power supply	6	\$95	\$570
Centracom base interface module	18	\$32	\$576
Centracom dual receive module	6	\$32	\$192
Centracom OMI modules	5	\$60	\$300
Centracom timer module	2	\$35	\$70
Centracom aux relay module	10	\$18	\$180
Centracom RS232 module	1	\$15	\$15
Total >>			<u>\$2,793</u>

<b>CENTRACOM II+ CONSOLE (PAUCC)</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
Operator position	2	\$160	\$320
Centracom card cage	3	\$15	\$45
Centracom CEB power supply	3	\$95	\$285
Centracom base interface module	3	\$32	\$96
Centracom dual receive module	0	\$32	\$0
Centracom OMI modules	2	\$60	\$120
Centracom timer module	2	\$35	\$70
Centracom aux relay module	1	\$18	\$18
Centracom RS232 module	1	\$15	\$15
Total >>			<u>\$969</u>

<b>MISCELLANEOUS EQUIP.</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
CDM monitor receivers	8	\$18	\$144
UHF T-band control base station (MACS)	1	\$85	\$85
UHF T-band control base station (TAC- 3)	1	\$85	\$85
Red-Net control base station	1	\$85	\$85
Law-Net control base station	1	\$85	\$85
T-band select control base	1	\$85	\$85
VHF base station (White)	1	\$85	\$85
VHF base station (Blue)	1	\$85	\$85
Antenna combining system	0		<u>T&amp;M</u>



Total &gt;&gt; \$739

<b>NORTAC SIMULCAST</b>	<b>Quantity</b>	<b>Monthly Cost Each</b>	<b>Monthly Total</b>
1/3 split between LA. PA and MV	1	\$490	\$490
		Total >>	\$490

**SUMMARY**

	<b>Monthly Total</b>
PD-1 SYSTEM	\$860
PD-2 SYSTEM	\$860
FD-1 SYSTEM	\$805
FD-2 (TAC) SYSTEM	\$805
FIRE STATION ALERTING	\$1,163
LG-1 SYSTEM	\$991
LG-2 SYSTEM	\$991
LG-3 SYSTEM	\$595
FIBER-OPTIC MULTIPLEXERS	\$1,400
SITE-SPECIFIC EQUIPMENT	\$620
CENTRACOM GOLD ELITE CONSOLE	\$2,793
CENTRACOM II+ CONSOLE	\$969
MISCELLANEOUS EQUIP.	\$739
NORTAC SIMULCAST	\$490



## City of Palo Alto City Council Staff Report

(ID # 13905)

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**Meeting Date: 3/14/2022**

**Title: Adoption of a Resolution Amending the Electric Hydro Rate Adjuster (E-HRA) and Activating the E-HRA Rate at the \$0.013/kWh Level, Effective April 1, 2022 and Transmit Information on Preliminary Rate Forecast**

**From: City Manager**

**Lead Department: Utilities**

### **Recommendation**

The Finance Committee recommends that the City Council adopt a Resolution (Attachment A):

- Amending Electric Utilities Rate Schedule E-HRA (Electric Hydro Rate Adjuster), as attached; and
- Activating the E-HRA rate at the \$0.013/kWh level, effective April 1, 2021

### **Executive Summary**

Staff provided a presentation ([Linked Document](#)) to both the Utilities Advisory Committee (UAC) and the Finance Committee on December 1, 2021 and February 1, 2022 respectively, showing the preliminary rate projections for the Electric, Gas, Water and Wastewater Collection utilities. The Committee recommended unanimously to activate the E-HRA Electric Hydro Rate Adjuster (E-HRA) ([Linked Document](#)) surcharge and making changes to the E-HRA schedule, to broaden the potential activation of the rate and help lower longer-term average rates, as well as maintain general reserve health.

The Hydro Stabilization Reserve is used to stabilize electric rates when hydrological conditions are either poor, as is currently the case, or exceptionally good. Staff projects that if the E-HRA surcharge is not activated by April 2022, an 8% electric rate increase will likely be needed for FY 2023. Based on current hydrological conditions the E-HRA surcharge will most likely need to be activated for FY 2023 anyway. In either case (E-HRA surcharge applied in April 2022, or in FY 2023), the Hydro Stabilization Reserve is projected to be fully utilized and fall below the guideline level by the end of FY 2022. The proposed changes to the criteria for activation include an evaluation of projected as well as current Hydro Stabilization Reserve levels.

In addition, staff provided the preliminary retail rate forecast over the next five fiscal years is shown in the table below, along with the overall impact to the median residential bill. The rate changes shown are preliminary estimates. Actual rate changes will be based on updated financial data and the cost-of-service analyses (COSAs) for each utility and may differ by

customer class and for individual customers depending on consumption patterns. COSAs were completed for Wastewater Collection in 2021, for Water and Gas in 2019, and for Electric in 2016.

**Table 1: Projected Residential Rate Changes**

	FY 2022 (Took effect July 1, 2021)	HRA 1) (Proposed for March/April)	FY 2023 (Proposed for July 1, 2022)	FY 2024	FY 2025	FY 2026	FY 2027
<b>Electric Utility</b>	\$0.00 0%	\$5.09 9%	\$2.90 5%	\$3.00 5%	\$3.20 5%	\$3.30 5%	\$3.50 5%
<b>Gas Utility 2)</b>	\$1.60 3%	N/A	\$2.60 4%	\$2.70 4%	\$2.80 4%	\$3.00 4%	\$2.30 3%
<b>Wastewater</b>	\$2.00 3%	N/A	\$1.30 3%	\$2.20 5%	\$2.30 5%	\$2.50 5%	\$2.60 5%
<b>Water Utility</b>	\$0.00 0%	N/A	\$3.60 4%	\$3.80 4%	\$4.90 5%	\$5.10 5%	\$4.30 4%
<b>Refuse</b>	\$0.00 0%	N/A	\$0.00 0%	\$1.50 3%	\$1.50 3%	\$1.60 3%	\$1.60 3%
<b>Storm Drain 3)</b>	\$0.30 3%	N/A	\$0.60 4%	\$0.40 3%	\$0.40 3%	\$0.40 3%	\$0.40 3%
<b>Monthly Bill Change 4)</b>	<b>\$3.90</b> <b>1%</b>	<b>\$5.09</b> <b>2%</b>	<b>\$11.00</b> <b>3%</b>	<b>\$13.60</b> <b>4%</b>	<b>\$15.10</b> <b>4%</b>	<b>\$15.90</b> <b>4%</b>	<b>\$14.70</b> <b>4%</b>

1) Assumes activation of the Hydro Rate Adjuster at the \$0.013/kWh level.

2) Gas rate changes shown with commodity rates held constant. Actual gas commodity rates vary monthly.

3) Storm Drain fees increase by CPI index annually per approved 2017 ballot measure.

4) Based on and FY 2022 monthly bill of \$332.75

In an effort to provide financial assistance to Palo Alto's residents and businesses during the pandemic, Utilities has either kept rates flat or minimized rate increases for the past several years (FY 2021 and FY 2022). Utilities drew down reserves and deferring some capital improvement to avoid raising rates in prior years. As shown in Table 1, staff's preliminary rate increase recommendations are a 5% increase in the system average electric rate, 4% increases in gas and water rates, a 3% wastewater collection rate increase, and a 4.2% storm drain rate increase (based on December CPI). These rate adjustments will address increasing commodity costs and enable the continuation of capital investment in these systems.

Based on these preliminary rate increase projections, FY 2023 Operations reserve levels are projected to remain within guideline levels with this proposal. Staff will continue to monitor customer consumption patterns and refine operating and capital cost projections over the coming months to determine whether any adjustment from this preliminary forecast is needed. Staff seeks input from the Finance Committee prior to finalizing the Utilities Financial Plans and developing recommendations for rate changes that would be effective July 1, 2022. The proposed rate adjustment recommendations, along with each utility's Financial Plans, are scheduled to be presented to the UAC starting in March 2022, the Finance Committee in April 2022 and to City Council as part of the FY 2023 Budget process.

## Background

Annually staff presents the UAC and Finance Committee with financial forecasts for the Electric, Gas, Water, and Wastewater Collection utilities and recommends any rate adjustments required to maintain their financial health. These forecasts are memorialized in Financial Plans that comprehensively discuss the outlook for each utility. Before providing recommended Financial Plans and rate changes, staff typically presents a preliminary forecast to get early feedback.

The current year (FY 2022) financial plan for the Electric utility (approved June 21, 2021) is available at: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2021/id-12240.pdf>

The current year (FY 2022) financial plan for the Gas utility (approved June 21, 2021) is available at: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/2021/id-12240.pdf>

The current year (FY 2022) financial plan for the Water utility (approved June 21, 2021) is available at: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/attachments/06-21-2021-id-12240-attachment-d1-fy-22-water-utility-financial-plan.pdf>

The most recent (FY 2022) financial plan for the Wastewater Collection utility (approved August 9, 2021) is available at: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/reports/city-manager-reports-cmrs/attachments/08-09-2021-id-12378-att-c-fy22-wastewater-collection-utility-financial-plan.pdf>

## Discussion

### **Hydro Rate Adjuster Amendment Discussion**

In 2018, Council adopted the E-HRA mechanism ([CMR 8962](#)) to manage the financial impacts of the annual variability in production of the City's hydroelectric resources and to allow the City to maintain a lower target level for its Hydro Rate Stabilization Reserve. Staff designed an E-HRA to maintain hydro rate stabilization reserve levels within a range (\$3 million to \$35 million) at least 80% of the time, based on historical hydro generation conditions. This balances the goal of managing hydro variability using a combination of reserves and a rate adjuster while minimizing swings in customer rates. To date, the E-HRA has not been activated.

Activation of the E-HRA is based on staff's evaluation of hydro generation availability and the Hydro Rate Stabilization Reserve level. When the Hydro Stabilization Reserve falls below 25% of maximum (\$11 million), and hydro generation is projected to be below normal through the end of the current fiscal year, an electric rate surcharge will be applied:

- If hydro generation is projected to be between 319 and 480 GWh/year, the surcharge will be \$0.0065/kWh;

- If hydro generation is projected to be below 319 GWh/year, the surcharge will be \$0.013/kWh.

If the Hydro Stabilization Reserve goes above 75% of maximum (\$27 million), and projected hydro generation is projected to be above normal through the end of the current fiscal year, an electric rate discount will be applied:

- If hydro generation is projected to be between 480 and 642 GWh/year, the discount will be \$(0.0065)/kWh;
- If hydro generation is projected to be above 642 GWh/year, the discount will be \$(0.013)/kWh.

If the Hydro Stabilization Reserve goes above maximum (\$35 million), and projected hydro generation is projected to be above normal through the end of the current fiscal year, an electric rate discount will also be applied:

- If hydro generation is projected to be between 319 and 642 GWh/year, the discount will be \$(0.0065)/kWh;
- If hydro generation is projected to be above 642 GWh/year, the discount will be \$(0.018)/kWh

While current hydro generation is only projected to be about 310 GWh/year, the Hydro Stabilization Reserve level is currently \$15.4M, so conditions have not been met to activate the E-HRA surcharge according to Council's previously-approved criteria. However, the utility's financial projections, including drought impacts, indicate activation of the E-HRA surcharge this spring will mitigate higher supply costs. Thus, staff recommends E-HRA surcharge activation by the fourth quarter of FY 2022 as a financially responsible means to manage costs and keep long-term electric rate increases lower.

To that end, staff recommends Council amend the E-HRA methodology to take into account projected HRA reserve drawdowns over the next fiscal year, as well as current Hydro Stabilization Reserve levels. Specifically, staff recommends replacing Section D of the E-HRA rate schedule as follows:

### **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 through the end of the current fiscal year.

## 2. Calculation of Hydro Rate Adjustment

- 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 fiscal year.
- The Hydro Rate Adjustment will be applied to all Customers' Electric rate schedules upon Council approval, and re-evaluated annually.
- The Hydro Rate Adjustment will fall within the minimum/maximum range set forth in Section C, and applied as follows:

### Hydro Rate Adjustment (\$/kWh) Levels

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	\$-	\$-

During the Finance Committee meeting of February 1, 2022, a request was made to include current comparisons of Palo Alto's rates in relation to PG&E and Santa Clara. The following table shows how Palo Alto's current and proposed rates with the HRA activated; Palo Alto's rates will still be well below PG&E's rates.

Customer	Season	Usage (kWh)	Palo Alto Current	Palo Alto \$0.013/kwh HRA	PG&E	Santa Clara
E-1 (Residential)	Winter	300	\$ 41.27	\$ 45.17	84.72	39.22
		453 (Median)	\$ 69.22	\$ 75.11	127.93	59.95
		650	\$ 107.37	\$ 115.82	197.16	86.65
		1200	\$ 213.89	\$ 229.49	392.28	161.17
	Summer	300	\$ 41.27	\$ 45.17	87.11	39.22
		365 (Median)	\$ 52.18	\$ 56.92	110.17	48.03
		650	\$ 107.37	\$ 115.82	211.27	86.65
		1200	\$ 213.89	\$ 229.49	406.39	161.17
E2 (Small Non-Residential)		1,000	\$ 177	\$ 190	303	196
E4 (Medium Non-Residential)		160,000	\$ 24,795	\$ 26,875	34,211	21,472
		500,000	\$ 77,477	\$ 83,977	86,456	66,937
E7 (Large Non-Residential)		2,000,000	\$ 273,431	\$ 299,431	333,240	267,523

## **Preliminary Discussion of Utility Rate Forecast**

### **Electric Rates**

Costs for electric supply purchases are projected to increase sharply during FY 2022 and FY 2023 as persistent drought conditions have reduced the amount of less expensive hydroelectric power available to Palo Alto, resulting in a need for more costly market purchases. Increases in statewide transmission costs are also occurring as access is expanded to new renewable resources.

Capital spending and distribution system maintenance spending is also projected to increase over the next few years. Several critical infrastructure projects are anticipated within the next five years, including improvements to the overhead lines in and around Foothills park (EL-21001), replacement of aging utility poles throughout the City (EL-19004), and substation and general system improvements. Staffing shortages have prevented the electric utility from performing the scheduled levels of capital improvement and distribution system work, so contractors are performing these functions until full staffing can be reached. As such, operational and capital costs are projected to increase substantially over the forecast horizon until the utility can achieve its targeted staffing levels and capital and maintenance spending levels.

Electric loads have decreased approximately 10 percent as a result of the COVID pandemic, with most of the decrease occurring in the commercial customer sector. Staff has incorporated this into the load forecast as well as the costs of possible customer bill defaults, which have increased since the pandemic began. FY 2021 ending reserve levels for the Electric fund were lower than expected, and rate increases are required to keep reserves within minimum guideline levels.

Although the 2021-2022 water year is off to a very strong start (with the large volumes of rain and snow that California received in October and December 2021, cumulative precipitation totals in Northern and Central California are about 40% above average for this time of year, as of mid-January 2022), a lot more precipitation is needed to recover from the past several years of drought. Reservoir levels remain somewhat low – across Northern and Central California, most reservoirs are now about 30-40% full, which is about 50-75% of their average level for this point in time.

As a result, Palo Alto's hydroelectric projections for FY 2022 remain fairly low. Combined, these resources are only projected to produce around 310 GWh this fiscal year, which is about 38% of the City's total load and about 35% below the long-term average level of hydro output. If precipitation levels had been normal over the past several years, instead of incredibly dry, the strong start to this water year would likely have boosted the City's FY 2022 hydro projections to well over 500 GWh. This lost output – the direct result of several dry years depleting reservoirs

and drying up groundwater supplies – will result in a supply cost impact of \$8-\$10 million for the City in FY 2022.

Staff is proposing broadening the E-HRA activation criteria and rate implementation during the final quarter of FY 2022 and continuing while poor hydro conditions and low Hydro Stabilization Reserve levels persist.

The E-HRA and the Hydro Stabilization Reserves are intended to be used to stabilize electric rates when hydrological conditions are poor, as is currently the case, or exceptionally good. If the E-HRA surcharge is activated, E-HRA revenues will be used to fund the costs of providing electric service, resulting in annual electric rate increases of 5% during the forecast horizon. The alternative to activating the E-HRA surcharge is an 8% electric rate increase in FY 2023, a 7% increase in FY 2024 and a 6% increase in FY 2025, with 5% increases thereafter. Even in the alternative case, based on current hydro conditions, it is likely the E-HRA rate would need to be activated in FY 2023 anyway. Both scenarios fully draw down the Hydro Stabilization Reserve to help maintain Operations reserve health.

Activation of the E-HRA rate creates either a temporary 4% to 5% rate increase (at the \$0.0065/kWh level) or an 8% to 9% increase (at the \$0.013/kWh level). Based on projected current hydro conditions of 310 GWh/year, activation of the rate at the \$0.013/kWh rate is indicated. If this rate were activated as of April 1, 2022, the Electric fund would gain additional revenues of approximately \$2.5 million in FY 2022 to help mitigate escalating supply purchase costs. If the E-HRA rate were to remain active in FY 2023, additional short-term revenues are estimated at \$5.25 million or \$10.25 million, depending on if the low or high surcharge were warranted. These revenues are considered short-term in that they are added on top of the regular customer rates and can be discontinued quickly based on hydro conditions and projected Hydro Stabilization reserve balances.

### Gas Rates

About 40% of gas fund expenses are for supply and about 60% are for distribution and capital. Most of the supply costs are pass-through charges on customers' bills that change monthly according to market conditions.

Staff is currently projecting a preliminary rate increase of 4%. The long-term gas rate increases shown in Table 1 will fund gas distribution system and capital improvements. Between FY 2018 and FY 2020 rates were steady because capital spending was low. Now that regularly scheduled main replacement has resumed with a large main replacement project planned for every other year, rate increases are necessary. In addition, construction costs have risen significantly.

Gas consumption during the COVID-19 pandemic has been around 10% lower compared to the period before the pandemic. This decrease in load is accounted for in the load forecast.

### Water Rates



In FY 2021, revenues were higher than expected in the FY 2022 financial plan due to increased water sales during months impacted by the COVID-19 pandemic. Additionally, capital project expenses were lower than forecasted due to ongoing work on a reservoir replacement that is expected to be completed in FY 2022 instead of FY 2021. The increased revenue together with delays in capital spending resulted in a larger than expected ending reserve in FY 2021, which is expected to decrease as the reservoir replacement and scheduled water main replacement are completed in FY 2022 and additional reservoir seismic upgrades are scheduled in FY 2023.

Staff projects that a 4% rate increase is needed in FY 2023, due to the following conditions:

- 1) Drought conditions are ongoing; San Francisco Public Utilities Commission (SFPUC), the City's water supplier, declared a drought emergency on November 23, 2021. SFPUC's emergency declaration includes a 10% voluntary water use reduction system-wide for the Regional Water System from the FY 2019-2020 baseline demand. Since July 2021, Palo Alto customers have been conserving water in line with this request and staff expects that customers will continue to meet the voluntary water conservation levels. The rate forecast includes reduced water sales through July 2023.
- 2) SFPUC's latest available estimate forecasts a 5.4% increase in wholesale water rates. SFPUC also stated in November 2021 that the wholesale rate increase in July of 2022 would be higher than previously projected to achieve revenue stability; SFPUC is expected to issue a revised rate estimate in February 2022. SFPUC's rate increase will be passed through to Palo Alto water utility customers.

The alternate scenario provided assumes drought conditions continue and worsen, requiring 20% mandatory cutbacks beginning July 2022. A 5% overall water rate increase will be needed in FY 2023 under this alternate scenario.

#### Wastewater Collection Rates

Costs are projected to rise over the next several years due primarily to increasing treatment costs related to capital improvements costs and associated debt service at the Regional Water Quality Control Plant (RWQCP). Collection system CIP work is also increasing, but at a lower rate. Operations and maintenance costs for both Treatment and Collections are expected to increase between 2-4% annually for the duration of the forecast period.

Staff projects a 3% rate increase is needed in FY 2023 and 5% for the rest of the forecast period. The RWQCP has planned a series of large increases in treatment costs during the next five years to address aging infrastructure at the treatment plant and ongoing collection system infrastructure replacement needs. To mitigate the rate impacts, in FY 2022 staff decreased the size of each of the upcoming sanitary sewer replacement projects and deferred two upcoming sewer replacement projects. This preliminary rate projection includes those same reductions and deferrals.

#### Utilities Advisory Commission Review

The Utilities Advisory Commission (UAC) reviewed the preliminary financial forecasts at its

December 1, 2021 meeting. No recommendation was requested at that meeting, but staff sought input from Commissioners regarding the preliminary rate adjustment recommendations. Commissioners asked about planning for a worsening drought scenario beyond FY 2024 for the electric and water utilities. For the electric utility, there was a request to see a more level rate increase path, which has been incorporated into the Finance presentation and this report. For the water utility, a severe or prolonged drought scenario may require the use of drought surcharges. UAC members did not request staff revise any of the rate changes listed in Table 1 and concurred with staff's initial proposals.

An excerpt of the draft minutes from the UAC's December 1, 2021 meeting is located at the UAC website.<sup>1</sup> Since the UAC meeting, staff updated the rate estimates with the latest available estimates for CIP and operating costs. For the water utility, the changes increased the preliminary rate estimate for FY 2023 from 3% to 4% primarily to cover increased capital costs including seismic reservoir upgrades, and generators for emergencies.

The Finance Committee reviewed the preliminary financial forecasts as well as staff's proposal to activate the Hydro Rate Adjuster. They agreed with staff's recommendation, and wanted to see additional info regarding the bill impacts of the adjuster in Table 1 above, as well as how Palo Alto's electric rates compared to PG&E. These have been included in the report above.

The Finance Committee voted unanimously to recommend the HRA rate be activated in March 2022, and this item will be placed on the City Council's consent calendar in late February.

### **Next Steps**

The UAC is scheduled to review the long-term Financial Plans and proposed rate adjustments for the Wastewater Collection, Electric, Water, and Gas utilities in March.

The Finance Committee is tentatively scheduled to review the long-term Financial Plans and proposed rate adjustments in April/May. Once the Finance Committee has provided its recommendation, notification of any recommended Water and Wastewater Collection rate adjustments will be sent to customers, giving them the opportunity to protest the proposed changes as required by Article XIID of the State Constitution (added by Proposition 218). The Financial Plans and proposed new rate schedules will be considered by Council with the FY 2023 budget, at which time the public hearing required by Article XIID of the State Constitution will be held.

### **Stakeholder Engagement**

Staff met with the Utilities Advisory Commission on December 1, 2021 and the Finance Committee on February 1, 2022. Notices of proposed rate changes will be distributed throughout the City as recommendations are finalized.

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<sup>1</sup> <https://www.cityofpaloalto.org/Departments/Utilities/Utilities-Advisory-Commission/Current-UAC-Agendas-Minutes>

**Resource Impact**

Based on the preliminary rate increases as shown in table 1, the estimated revenue impacts would be an increase of \$7.9 million in the Electric Fund, \$2.8 million in the Water Fund, \$1.5 million in the Gas Fund and \$1.0 million in the Wastewater Collection Fund. 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 carried in the FY 2023 proposed budget will be reflected in the annual budget process.

**Environmental Review**

The City Council's review of the preliminary financial projections and activation of the Hydro Rate Adjuster does not meet the definition of a project, pursuant to Section 21065 of the California Environmental Quality Act, thus no environmental review is required.

**Attachments:**

- **Attachment8.a:** Attachment A: Resolution Amending the Electric Hydro Rate Adjuster (E-HRA)
- **Attachment8.b:** Attachment B: Electric Hydro Rate Adjuster

\*Yet to Be Passed\*

Resolution No. \_\_\_\_\_

Resolution of the Council of the City of Palo Alto Amending Electric Rate Schedule E-HRA (Electric Hydro Rate Adjuster) and Activating the E-HRA rate at the \$0.013/kWh Level, Effective April 1, 2022

#### 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, potentially at a lower average level.

C. As hydroelectric conditions may change dramatically early in a fiscal year, potentially creating higher supply costs and the need for earlier Hydroelectric Stabilization Reserve withdrawals, or lower supply costs and the potential to apply a discount to customer rates, implementation of the Hydroelectric Rate Adjustment may be indicated earlier than the start of the following fiscal year.

D. Palo Alto's hydroelectric projections for FY 2022 indicate that these resources are projected to produce around 310 GWh this fiscal year, which is about 38% of the City's total load and about 35% below the long-term average level of hydro output. This lost output – the direct result of several dry years depleting reservoirs and drying up groundwater supplies – will result in a supply cost impact of \$8-\$10 million for the City in FY 2022. Staff's financial projections, including drought impacts, indicate activation of the E-HRA surcharge this spring will mitigate higher supply costs.

E. The Hydro Stabilization Reserve is projected to be drawn below \$11 million, or 25% of maximum guideline levels, by the end of FY 2022, to help mitigate against these higher costs.

F. Thus, staff recommends E-HRA surcharge activation at the \$0.013/kWh level by April 1, 2022 as a financially responsible means to manage costs and keep long-term electric rate increases lower.

G. Staff also recommends the Council broaden the E-HRA activation criteria along with a April 1 rate implementation to manage supply costs and minimize swings in customer rates in a more timely manner.

\*Yet to Be Passed\*

H. If the E-HRA surcharge is activated, E-HRA revenues will be used to fund the costs of providing electric service, resulting in projected annual electric rate increases of 5% during the forecast horizon. The alternative to activating the E-HRA surcharge is a projected 8% electric rate increase in FY 2023, a 7% increase in FY 2024 and a 6% increase in FY 2025, with 5% increases thereafter.

I. 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 April 1, 2022.

SECTION 2. Based on staff's projection that the Hydro Stabilization Reserve will fall below \$11 million by the end of this fiscal year, and that annual hydroelectric generation will be 310 Gwh this fiscal year, the Council approves activation of the Hydro Rate Adjuster at the \$0.013/kWh level, effective April 1, 2022.

SECTION 3. The Council directs staff to continue to monitor hydrological generation levels and Hydro Stabilization Reserve levels, and to make a recommendation, annually, or as conditions warrant, to amend or terminate activation of the E-HRA rate.

SECTION 4. 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 5. 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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\*Yet to Be Passed\*

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SECTION 6. 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:

APPROVED:

\_\_\_\_\_  
Assistant City Attorney\_\_\_\_\_  
City Manager\_\_\_\_\_  
Director of Utilities\_\_\_\_\_  
Director of Administrative Services

**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: .....(\$0.018) - \$0.013

**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:

**CITY OF PALO ALTO UTILITIES**

Issued by the City Council



**ELECTRIC HYDRO RATE ADJUSTER**UTILITY RATE SCHEDULE E-HRA

Hydro Stabilization Reserve Level	Hydro Rate Adjustment (\$/kWh) Projected Hydro Generation vs. Average Hydro Generation (GWh/year)			
	Less than 319	319 to 480	480 to 642	Over 642
Above Maximum	\$-	\$(0.0065)	\$(0.0065)	\$(0.018)
75% to 100%	\$-	\$-	\$(0.0065)	\$(0.013)
25% to 75%	\$-	\$-	\$-	\$-
25% and below	\$0.013	\$0.0065	\$-	\$-

*{End}***CITY OF PALO ALTO UTILITIES**

Issued by the City Council

Supersedes Sheet No EHRA-2  
dated 7-1-2021



CITY OF  
**PALO ALTO**  
UTILITIES

Sheet No **E-HRA-2**  
Effective 1/1/2022

**Packet Pg. 112**





## City of Palo Alto City Council Staff Report

(ID # 13747)

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**Meeting Date: 3/14/2022**

**Title: Approval of Surveillance Use Policy and Contract for E-Citation Devices/Services with Turbo Data Systems, Not-to-Exceed \$218,545 for Five Years**

**From: City Manager**

**Lead Department: Police**

### **Recommendation**

Staff recommends the City Council:

1. Approve the surveillance use policy for electronic citation devices (attached), as required by the City's Surveillance and Privacy Protection Ordinance (PAMC 2.30.620 *et seq.*); and
2. Approve and authorize the City Manager to execute the attached five-year contract with Turbo Data Systems, Inc., not to exceed \$218,545, for the acquisition of handheld electronic citation devices with optical character recognition technology, and product support, for the purposes of traffic violation enforcement by police officers.

### **Background**

In 2018, the City Council passed [Ordinance 5450](#) (known as the Surveillance and Privacy Protection Ordinance), which requires Council approval for contracts involving surveillance technology. Council must approve contracts of any time and amount that include acquisition of surveillance technology. See PAMC 2.30.630. In addition, staff must provide a surveillance evaluation of the technology (below), and Council must approve a surveillance use policy in order to use the technology.

PAMC [2.30.680\(c\)](#) states: "Surveillance Technology" means any device or system primarily designed and actually used or intended to be used to collect and retain audio, electronic, visual, location, or similar information constituting personally identifiable information associated with any specific individual or group of specific individuals, for the purpose of tracking, monitoring or analysis associated with that individual or group of individuals. Examples of surveillance technology include, but are not limited to, drones with cameras or monitoring capabilities, automated license plate readers, closed-circuit cameras/televisions, cell-site simulators, biometrics-identification technology, and facial recognition technology.

As discussed below, the surveillance technology under review is a camera on the device that captures images when an operator initiates it. The images are processed through optical character recognition (OCR) analysis to call up the vehicle make and model information. Related issues are two other technologies: a magnetic card reader for driver's license information auto-population and a fingerprint sensor for capturing photographs of fingerprints in the field. It is staff's opinion that the magnetic reader and fingerprint sensor do not meet the intent of the municipal code, however, they are included here for consideration.

Council approved of the use of State of California Citizens' Option for Public Safety (COPS) program funding in CMRs [5425](#) (2015) and [9852](#) (2019). A sole source exemption was approved to purchase the devices and enter into a contract with Turbo Data Systems (See Attachment A).

### **Discussion**

The handheld E-Cite device for issuing traffic violation citations by sworn personnel will allow officers to issue the citations using streamlined technology that offers efficient and accurate data entry. E-Cites eliminate two common issues with paper citations: legible writing and omitted information. Unrelated to the camera technology (and possibility of surveillance), the E-cite system has added features that facilitate electronic submission of citations, currently hand-typed manually by Records Division personnel, into the Department's Records Management System (RMS) and electronically to the county traffic court.

Images of license plates, and their associated alpha-numeric characters, can facilitate the recall of vehicle information to populate specific fields in the citation record. This feature is a license plate reader (LPR) function that is manually initiated (as opposed to Automated License Plate Reader, or ALPR, technology, discussed in [CMR 11492](#) for parking enforcement in the Residential Parking Program). The operator can either "point-and-click" to capture the license plate characters or manually enter the characters into their hand-held device. This report addresses the former. Further, the device allows for the capture and recall of driver's license related information from the magnetic strip on the back of a state-issued driver's license. This information populates the driver's information in the citation record – also available for manual entry. Finally, the fingerprint sensor is an image scanner to be used in cases when violators do not have government issued identification at the ready. The fingerprint scanner does not connect to any government identification database. The data is stored in the Turbo Data Systems Software cloud server, accessible only by authorized law enforcement personnel.

As device capture technology presents the potential to capture personal identifying information, an evaluation of this technology is provided below.

### **Surveillance Evaluation**

Although this technology does not independently monitor any public activity, due to the technology using image-detection features, the department will explain the technological features of the equipment for Council consideration.

The E-cite vendor and product under consideration for engagement is Turbo Data nFORCER. The product does not continually scan, monitor, or send information to any source, rather, the officer only powers on and uses the unit after witnessing a vehicle code violation and contacts the violator. Photographs taken with the device are stored as an image along with the citation form and signature image.

As required by the Surveillance and Privacy Protection ordinance, the following considerations are explained:

1. A description of the surveillance technology, including how it works and what information it captures:

The Department will be using the product for issuing traffic violations by sworn officers. The product is an electronic citation device with printer, allowing for rapid citation issuance, decreased errors due to the electronic field platform, and has the additional features of photograph of the vehicle and license plate to add to the comprehensive record of the law enforcement contact. Once the rear vehicle image is captured, the software will populate the vehicle information (state of issue, license plate number, make, model and possibly color) using OCR. OCR is technology to recognize text inside images, such as letter characters within photographs. This is a feature of the software and is not something that all officers may use. It is at the officer's discretion whether they take a photo of the license plate to allow for the software to populate those fields or whether they opt to manually enter the data on the device, achieving the same result – populated fields.

The LPR feature used by the device is not the same as ALPR. An ALPR system takes active scans of every license plate that passes the camera (fixed or mobile). That image is then added to the system's database for searching. Any scanned license plate that has been marked in the system as being stolen or flagged would trigger an alert in the software for the officer to view. The "LPR" feature of the device only relates to the software involving image recognition to auto-field population.

The device contains a magnetic stripe to swipe a driver's license or for the officer to use the camera to read the bar code of a driver's license to auto populate the registered owner/driver information on the citation. It is optional for the officer to use this method of reading licensee information, they may use the camera to "scan" the bar code on the back of the driver's license, if present, or they may enter the data manually.

The device has a fingerprint sensor available on it to capture a detailed image of the driver's fingerprint that attaches to the digital record. This feature will only be used, according to the California law, as the positive identification of the person being issued the citation when that person does not possess a copy of their valid driver's license or have another form of valid government-issued identification. The fingerprint scanner does not connect to any government identification database.

The driver will use the device stylus to sign the citation on the screen of the unit. The signature image for all citations is captured as a photo. The image is then transferred to the printed citation in the signature field. The officer will complete the citation process printing out the citation on the attached printer and providing the driver with a copy of the citation.

### **Data Flow and Transmission Specifics**

After completion of the citation with a positive internet connection, the device will transfer the citation information electronically to a secured department account on the Turbo Data Systems cloud server through the vendor software. At a designated daily time, the software program will transfer a copy of the citation record to the department's Records Management System (RMS), for permanent storage as a police record. Weekly, the Police Department Court Liaison Officer will initiate the electronic transfer of the citation records to the Santa Clara County Traffic Court. The court will process and retain the citation record according to the necessary legal process and the Court's retention schedule, as is currently done with paper traffic citations. Copies of the citation records will reside on the Turbo Data Systems cloud server for 2 years, per the City's retention schedule, then be purged. The citation data stored in the department RMS is permanent storage, subject to change per state law and the City Records Retention Policy. Citation data held on the Turbo Data Systems cloud server is accessible only to designated department personnel as needed for citation viewing and processing procedures. Turbo Data Systems does not release the citation data to outside entities other than described in the contract (Court and department RMS). Citation data in the department RMS is accessible only by designated department personnel and will only be released to the public according to the California Public Records Act under its legal allowances and restrictions. Please refer to the Turbo Data Systems drafted contract for further specific details.

### **2. Information on the proposed purpose, use and benefits of the surveillance technology:**

Currently, officers issue triplicate form paper citations for violations. The general citation issuing process will remain the same, which includes recording traffic stop information including driver's license information, vehicle registration information, insurance information, date/time of offense, driving conditions, school or construction zones status and finally, the violations. The paper citations are handwritten, require the handwriting to be deciphered by records staff, and manually entered into the department's existing RMS. The benefit of the handheld device is that it allows the officers to take a picture of the infraction in order to have a record of it. For instance, the Traffic officer will issue citations to vehicles parked in no parking zones and will take a picture of the vehicle, similar to what Department parking enforcement officers do. These images are cleared off of the device once the citation is uploaded to the vendor database and are attached as part of the citation record. Any photos captured are not sent to the courts or the violator. They are for reference only should the officer need to report to traffic court in the event the citation is being challenged. The department's new RMS system, Sun Ridge RIMS, has an interface to automatically upload the e-citations into the system, eliminating the staff time for manual data entry.

The Turbo Data software allows for the electronic download of the citations and electronic transfer of those citations to the County Court System, thus significantly improving the timeliness of citation processing compared to the Department's current fully manual process. This will allow the community member timely access to the citation data for expedited resolution through the court system, as needed. An additional benefit of this solution is the ability to update court information seamlessly through software updates. During the shelter-in-place as a result of the pandemic, County court locations changed multiple times, causing the Department to purchase and apply adhesive court location change addresses to every citation issued, along with handwritten citation correction forms. This product eliminates the need to order updated citation books when court information changes.

3. The location where the surveillance technology may be used:

This technology will be used by sworn officers enforcing vehicle codes on public roadways in Palo Alto.

4. Present federal, state, and local laws and regulations applicable to the Surveillance Technology and the information it captures; the potential impacts on civil liberties and privacy; and proposals to mitigate and manage any impacts:

The Turbo Data nForcer product is the electronic version of a paper citation for vehicle code enforcement. All data associated with the traffic violation stop will be recorded and stored in accordance with current law, policy or practice mandated by city or state that governs traffic violation citations. Images of license plates, along with any image captured in the field, will be captured and stored in accordance with the City of Palo Alto Records Retention Policy, which is a minimum of two years.

Turbo Data has completed the necessary Vendor Information Security Assessment (VISA) forms and security mandates required by the City's IT Department and has preliminary approval to operate the software.

5. The costs for the surveillance technology, including acquisition, maintenance, personnel, and other costs, and current or potential of funding:

\$218,545.67 will purchase the equipment (to own) and fund the service and supplies for five years. Please refer to the "Resource Impact" section below and Attachment A for Turbo Data Systems Service Contract details.

### **Timeline**

Upon approval, the Department will purchase and deploy the technology upon receipt.

### **Resource Impact**

The initial equipment will be purchased using previously-allocated funds in the special revenue fund – Supplemental Law Enforcement Services Fund (COPS)– Fund 248. The Department plans on using this funding for the initial purchase of the technology to include thirteen devices, printers, and software, extended warranty, the first year licensing for an initial program startup total of \$78,826.

The subsequent years 2-5 will be funded through the IT Department’s normal technology maintenance agreement (\$94,852 for years 2-5). The Police Department operating budget will absorb the annual operating costs associated with the devices including the purchase of special paper for the printer unit; approximately \$3,200 per year. This cost can be offset by the reduction in the amount of printed citation books purchased annually by the Department. In 2020, the Department spent \$3,100 on printed paper citation books.

The program does require a \$2 per citation processing fee, charged by the vendor, which is an estimated \$17,000 fee the Police Department must cover annually (based on 2018 citation data). The processing fees will be charged to the Department’s operating budget.

Despite the initial and ongoing costs, the Department recommends pursuing this technology to offset personnel reductions. Currently, Records staff allocate approximately 1,400 hours per year manually entering data (10 minutes per citation multiplied by 8,500 citations) and staff currently physically transports the citations to the Traffic Court. With the integration of this electronic solution with the RMS and the Court system, staff time will be reduced from 27 hours per week to approximately an hour per week. As a result of the elimination of all hourly Records Division personnel in FY 2020/2021, the Records Division has struggled to meet paperwork processing deadlines within the regular workday. This solution will free up staff time to attend to other critical Records duties.

### **Policy Implications**

If approved, the use of this technology will be subject to the attached surveillance policy.

### **Stakeholder Engagement**

No stakeholder engagement was completed for the consideration and selection of the citation issuing system.

### **Environmental Review**

Approval of this technology is exempt from the requirements of California Environmental Protection Act (CEQA) pursuant to Section 15061(b)(3).

### **Attachments:**

- **Attachment9.a:** Attachment A: S22177725 Turbo Data Systems
- **Attachment9.b:** Attachment B: Surveillance Use Policy for E Citations
- **Attachment9.c:** Attachment C: ticketPRO\_nFORCER\_eBrochure
- **Attachment9.d:** Attachment D: City of Palo Alto Police Records Retention Schedule

**CITY OF PALO ALTO CONTRACT NO. S22177725**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN THE CITY OF PALO ALTO AND TURBO DATA SYSTEMS, INC.**

This Agreement for Professional Services (this “Agreement”) is entered into as of the 7<sup>th</sup> day of March, 2022 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and TURBO DATA SYSTEMS, INC., a California corporation, located at 1551 N Tustin Avenue Suite 950, Santa Ana CA 92705 (“CONSULTANT”).

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

**RECITALS**

A. CITY intends for CITY officers to electronically issue and process moving violations without writing traffic citations (the “Project”) and desires to engage a consultant to implement a Traffic Module and data collecting technology platform for electronic citation issuance and processing of moving violations 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 the date of its full execution through March 6, 2027 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

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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 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 **One Hundred Ninety Eight Thousand Six Hundred Seventy Seven Dollars and Eighty Eight Cents (\$198,677.88)**. 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 **Nineteen Thousand Eight Hundred Sixty Seven Dollars and Seventy Nine Cents Dollars (\$19,867.79)** 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 **Two Hundred Eighteen Thousand Five Hundred Forty Five Dollars and Sixty Seven Cents (\$218,545.67)**, 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

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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 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

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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: None

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

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written approval of the City Manager or designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Elie M Sleiman, Email: [elie@turbodata.com](mailto:elie@turbodata.com), Telephone: (714) 368-4888 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 Nicole Frazier, email: [Nicole.Frazier@CityofPaloAlto.org](mailto:Nicole.Frazier@CityofPaloAlto.org) Police Department, Technology Service Division, 275 Forest Avenue, A-Level, Palo Alto, CA, zipcode: 94301, Telephone: (650) 329-2257. 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 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

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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.

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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, 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 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).

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

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

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## **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.

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**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).

**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 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

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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

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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.

**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

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- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS
- ☒ EXHIBIT E: SURVEILLANCE ORDINANCE
- ☒ EXHIBIT F: INFORMATION PRIVACY POLICY
- ☒ EXHIBIT G: CYBERSECURITY TERMS AND CONDITIONS
- ☒ EXHIBIT H: RETENTION RECORD SCHEDULE POLICY

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

**CONTRACT No. S22177725**  
**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

**TURBO DATA SYSTEMS, INC.**

**Officer 1**

By:

Name:

Title:

**Officer 2** (Required for Corp. or LLC)

By:

Name:

Title:

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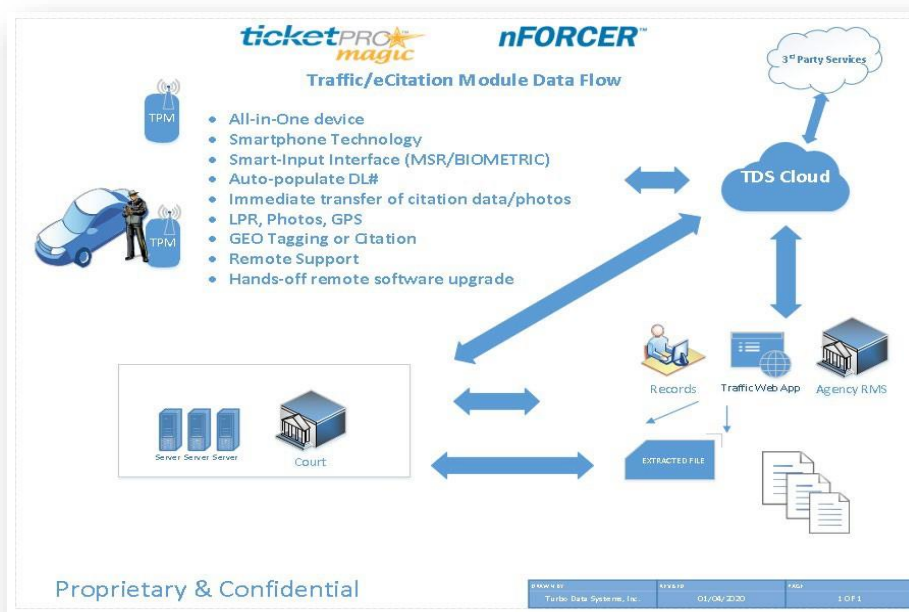
## EXHIBIT A SCOPE OF SERVICES

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

CONSULTANT will provide CITY with an electronic citation solution to implement ticketPRO Traffic Module that will provide the following workflow functions and features:

### A. Issuance and Processing of Moving Violations

The ticketPRO Traffic Module is designed for effective issuance of electronic moving violations (eCitations). Based on a Smartphone technology platform, which includes many features with the sole purpose of making the officer's experience effortless. The software is focused on empowering the officer to develop their own patterns for writing a traffic ticket. This will reduce the time it takes to write a traffic citation. In addition to the smart-input screen layout and navigation tools, CONSULTANT added intelligent functions to leverage data input methods that will make collecting Driver's License Number (DL#) and Vehicle Identification Number (VIN), information a quick and simple task. As important as it is to write a quick ticket, which ticketPRO will do, validation of data is equally as important. With a simple operational use, the officer can preview all data pertaining to the citation on one screen and edit/correct the information in question.



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## B. ticketPRO nFORCER Features and Functions

CONSULTANT will furnish thirteen (13) ticketPRO nFORCER-II Scan devices with ticketPRO Magic Traffic (Moving) Enforcement Software and built-in Biometric FAP30 Fingerprint Scanner. The 13 device packages will include device setup and configuration with one (1) training session.

### The ticketPRO nFORCER device will perform the following features and functions:

1. License Plate Recognition (LPR) feature which will not only decipher the Plate number for all 50 States but also performs returns State, Make, Model and Year of vehicle along with vehicle image capture.
2. REAL-TIME Parking & Traffic ticket enforcement solution on a single device.
3. Provide a DL# scan option via Photo scan.
4. Built-in Biometric Finger Print Scanner.
5. Cloud ZIP-Code Lookup.
6. Global Positioning Satellite System (GPS) Query of current location. Geo tagging of citation.
7. Geo-Tagging for citation.
8. Type Notes and voice dictation notes.
9. Multiple High-resolution color photo capture. (Vehicle, Person, Evidence, etc.)
10. Automatic court date assignment including holiday schedule tracking.
11. Support for Judicial Council Standards TR145 3" eCitation.
12. Single ticket stock for both Traffic & Parking Citations.
13. REMOTE support for maintenance and software upgrades.
14. Traffic/Moving Violations form (court submission, amendments TR100) processing.
15. Northern CA operation and support team located in San Jose.
16. County wide city and street data listings. Data Support for multi-county.
17. Device Geo-Fencing for protection and tracking.
18. Citation log to view issued citations and apply specific actions.
19. Repeat-ticket and Re-print functionality.
20. Notice to Appear and Warning options.

## C. Back-Office Data Support

All citation data (citation form and images (photo, signature, and fingerprint)) upload from the nFORCER device to the CONTRACTOR's data center. CONTRACTOR will offer a secured logically separated IT environment.

CONTRACTOR shall provide an easy way to view all traffic ticket data via a secure and simple web interface with very intuitive search, filters, sort and viewing capabilities. Access to Photo, GPS and Interactive Maps is also available via this interface. Reporting is also provided for lists or individual citation records. Custom reports can also be provided based on CITY requirements. CONTRACTOR will implement IP based access control to restrict user access to CITY data through the specified CITY IP addresses provided.

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Data export will be provided in various document formatting forms (XML, Excel, CSV, etc.) for electronic filing/submission to the court. Interfacing to CITY records management systems, for example, RIMS, Tritech, and Coplink, will be available. CONTRACTOR will work with current CITY Records Management System (RMS) vendor to coordinate and integrate electronically date transfer. This is a major time saver for records staff.

Traffic eCitations Processing & Communication/Software License includes:

- Cloud Hosting
- Electronic Court Integration/Export and maintenance
- RMS system Integration/Export (RIMS) and maintenance
- Electronic TR-100 corrections
- Support for records personnel
- Security Account management and maintenance
- Web access for viewing records including photos/signatures/Biometrics
- Daily/Monthly shift summary reporting
- Citation reprint for officer or public
- Fee is per contract/site, not per unit
- Ongoing Client Support and Training

#### **D. Data Retention Schedule**

All citations and related images (i.e.: signatures, fingerprints, photos) are to be deleted from the system in accordance with the City's retention policy regarding Traffic Citations of the calendar year plus two (2) years (C+2). The retention schedule is attached in this agreement as Exhibit H.

**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 date 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 Date (as specified below) from NTP
1. <u>13 ticketPRO nFORCER traffic module implementation to daily perform a)</u> moving violation e-citation issuance and system processing, <b>b)</b> module features and functions & <b>c)</b> back-office data support - collecting, searching, submissions and system maintenance.	March 6, 2027

### **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: **NONE** up to the not-to-exceed amount of: **\$0.00**.

**EXHIBIT C-1  
SCHEDULE OF RATES**

CONSULTANT's schedule of rates is as follows:

**Project Implementation (Year 1)**

Line	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL	SALES TAX	TOTAL COST
1	TicketPRO nFORCER – Purchase	13	Each	\$3,885.00	\$50,505.00	\$4,608.58	\$55,113.58
2	TicketPRO nFORCER Warranty Extended to 5 Years (Year 1)	13	Each	\$250.00	\$3,250.00	\$296.56	\$3,546.56
Software License & Citation Processing Access							
3	Annual TicketPRO nFORCER Communications / Software Fee for 13 devices (Year 1)	12	Monthly	\$1040.00	\$12,480	\$1,138.8	\$13,618.80
4	Annual TicketPRO Electronic Moving Citation Processing System Access for 13 devices (Year 1)	12	Monthly	\$500.00	\$6,000.00	\$547.50	\$6,547.50
<b>Year 1 Total</b>							<b>\$78,826.44</b>

**Annual Fees (Years 2-5)**

Line	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE w/ TAX	TOTAL COST
1	Annual Communications/Software License Fee – Years 2-5	4	Years	\$13,618.80	\$54,475.20
2	Annual TicketPRO Moving Citation Processing System Processing – Years 2-5	4	Years	\$6,547.50	\$26,190
3	TicketPRO nFORCER Warranty – Years 2-5	4	Years	\$3,546.56	\$14,186.24
<b>Total</b>					<b>\$94,851.44</b>

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**Traffic eCitations Processing Fees:**

Electronic Moving Citation Fee per issued and Citation Supply-Standard TR-145 per 50 ticket rolls

Electronic Moving Citation Fee per issued	\$2
Citation Supplies – Standard TR-145 per 50 ticket rolls	\$654

As needed, E-Citations Processing Fees and Ticket Rolls not-to-exceed total: **\$25,000****Total Compensation Summary:**

<b>Sub-total for Year 1 and Year 2-5 Services</b>	<b>\$173,677.88</b>
<b>Traffic eCitations Processing Fees and supplies as needed through the term of the agreement:</b>	<b>\$25,000</b>
Reimbursable Expenses (if any)	\$0
<b>Total for Services and Reimbursable Expenses</b>	<b>\$198,677.88</b>
Additional Services (if any, per Section 4)	\$19,867.79
<b>Maximum Total Compensation</b>	<b>\$218,545.67</b>

## 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, AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIREMENT	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION	STATUTORY		
YES	EMPLOYER'S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, PRODUCTS/COMPLETED OPERATIONS AND FIRE LEGAL LIABILITY	BODILY INJURY	\$2,000,000	\$2,000,000
		PROPERTY DAMAGE	\$2,000,000	\$2,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$2,000,000	\$2,000,000
YES	<p>TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE. THE POLICY SHALL AT A MINIMUM COVER PROFESSIONAL MISCONDUCT OR LACK OF REQUISITE SKILL FOR THE PERFORMANCE OF SERVICES DEFINED IN THE CONTRACT AND SHALL ALSO PROVIDE COVERAGE FOR THE FOLLOWING RISKS:</p> <p>(i) NETWORK SECURITY LIABILITY ARISING FROM UNAUTHORIZED ACCESS TO, USE OF, OR TAMPERING WITH COMPUTERS OR COMPUTER SYSTEMS, INCLUDING HACKERS, EXTORTION, AND</p> <p>(ii) LIABILITY ARISING FROM INTRODUCTION OF ANY FORM OF MALICIOUS SOFTWARE INCLUDING COMPUTER VIRUSES INTO, OR OTHERWISE CAUSING DAMAGE TO THE CITY'S OR THIRD PERSON'S COMPUTER, COMPUTER SYSTEM, NETWORK, OR SIMILAR COMPUTER RELATED PROPERTY AND THE DATA, SOFTWARE AND PROGRAMS THEREON.</p> <p>CONTRACTOR SHALL MAINTAIN IN FORCE DURING THE FULL LIFE OF THE CONTRACT.</p> <p>THE POLICY SHALL PROVIDE COVERAGE FOR BREACH RESPONSE COSTS AS WELL AS REGULATORY FINES AND PENALTIES AS WELL AS CREDIT MONITORING EXPENSES WITH LIMITS SUFFICIENT TO RESPOND TO THESE OBLIGATIONS.</p>	ALL DAMAGES	\$1,000,000	\$2,000,000

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YES	<p>Cyber and Privacy Insurance</p> <p>SUCH INSURANCE SHALL INCLUDE COVERAGE FOR LIABILITY ARISING FROM COVERAGE IN AN AMOUNT SUFFICIENT TO COVER THE FULL REPLACEMENT VALUE OF DAMAGE TO, ALTERATION OF, LOSS OF, THEFT, DISSEMINATION OR DESTRUCTION OF ELECTRONIC DATA AND/OR USE OF CONFIDENTIAL INFORMATION, "PROPERTY" OF THE CITY OF PALO ALTO THAT WILL BE IN THE CARE, CUSTODY, OR CONTROL OF VENDOR.</p> <p>INFORMATION INCLUDING BUT NOT LIMITED TO, BANK AND CREDIT CARD ACCOUNT INFORMATION OR PERSONAL INFORMATION, SUCH AS NAME, ADDRESS, SOCIAL SECURITY NUMBERS, PROTECTED HEALTH INFORMATION OR OTHER PERSONAL IDENTIFICATION INFORMATION, STORED OR TRANSMITTED IN ELECTRONIC FORM.</p>	ALL DAMAGES	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	<p>BODILY INJURY</p> <ul style="list-style-type: none"> <li>- EACH PERSON \$1,000,000</li> <li>- EACH OCCURRENCE \$1,000,000</li> </ul> <p>PROPERTY DAMAGE \$1,000,000</p> <p>BODILY INJURY AND PROPERTY DAMAGE, COMBINED \$1,000,000</p>	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<p><b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> 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, <b>NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b></p>			

I. INSURANCE COVERAGE MUST INCLUDE:

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

II. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- 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 INSURED.

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B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED 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 INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

III. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

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.

Vendors are required to file their evidence of insurance and any other related notices 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](http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp)

## EXHIBIT E

### Surveillance Use Policy for E Citation Devices for the Police Department Traffic Citations

In accordance with Palo Alto Municipal Code Section PAMC 2.30.680(d), the Surveillance Use Policy for the use of E Citation devices for traffic enforcement is as follows:

1. **Intended purpose of technology.** The intended purposes of the E Citation devices are for sworn officers to issue California Vehicle Code (CVC) traffic citations within the jurisdiction of Palo Alto. This technology replaces the current triplicate paper citations with fully electronic means of citation issuance and processing.
2. **Authorized uses of the information.** The information collected by the officer and entered into the handheld devices are for the purpose of issuing CVC violations to persons who violate the law. The information is shared with the Santa Clara County Court system and entered into the police department Record Management System (RMS) for necessary citation processing procedures. The citation information will be shared with the court and involved party pursuant to California and federal laws. The Police Department Custodian of Records is responsible for overseeing record release processes according to City policy and procedure.
3. **Information collected by the technology.** The E Citation device does not independently collect information, rather the officer operator inputs information. The unit has a camera that the officer can use to photograph the rear of the involved vehicle. The unit software uses Optical Character Recognition (OCR). OCR is technology to recognize text inside images, such as scanned documents and photos to auto-populate certain text fields such as license plate number and vehicle make and model. The operator can choose to use the camera to pre-populate data fields or enter the information manually.

**Commented [MP1]:** FYI. Data record retention languages here.

The device contains a camera to read the bar code of a driver's license to auto populate the registered owner/driver information on the citation. It is optional for the officer to use this method of reading licensee information, they may enter the data manually.

The device has a fingerprint sensor available on it to capture a detailed image of the driver's fingerprint that attaches to the digital record. This feature will only be used, according the California law, as the positive identification of the person being issued the citation when that person does not possess a copy of their valid driver's license or have another form of valid government-issued identification.

The driver will use the device stylus to sign the citation on the screen of the unit. The signature image for all citations is captured as a photo. The image is then transferred to the printed citation in the signature field. The device does not connect to any government identification database.

4. **Safeguards and Compliance Features.** All E Citation data downloaded to the vendor system will be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time. Only authorized Police Department and Information Technology staff will have access to the E Citation devices and software system. The devices will be housed within a secure area of the Police Department and be checked out

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by officers for field use during their shift.

The procurement of this technology will follow compliance procedures in accordance with and accepted by the City's documented Vendor Information Security Assessment (VISA) evaluation and approval processes for technology vendor contracts. The scope of Vendor Information Security Assessment (VISA) is to assess vendor IT environment of the Cloud Service Provider (the Vendor), which intends to provide to the City of Palo Alto (the City) any or all of the following services: Software as a Service (SaaS); Platform as a Service (PaaS); and Infrastructure as a Service (IaaS). The VISA assesses whether SaaS, PaaS and IaaS service providers database applications, computer network infrastructure and computer hardware and software platforms can be safely hosted by the Vendor and made available to the City via interconnected in a network, typically the Internet. The vendor completed the City's VISA documentation and was approved.

5. **Information Retention.** Pursuant to the City of Palo Alto Records Retention Policy and Gov Code section 34090, the department must retain copies of all issued citations for a minimum of two years plus current, or pursuant to the violation's statute of limitations. Citation records may be kept longer in extenuating circumstances, such as for collections of unpaid fines. Purging of citation data will be per state law and the City's documented purging policy and procedure. Images captured on the device will be stored with the citation record for internal purposes only to document the conditions of the violation and for officer use during prosecution in court as necessary. The vendor software system allows the City to set required purging guidelines within the database. The Police Department Custodian of Records is responsible for overseeing record purging procedures.
6. **Access to Information Outside of City.** Citation records are shared with the involved parties, the court system (for processing), and authorized law enforcement representatives per official requests for police records. Citation dispositions are shared from the court to the Department of Motor Vehicles. Citation data within the vendor software system, may, with the City's permission, be viewable by law enforcement agencies that use the same system for the purpose of knowing if a violator has been issued other citations. Currently, Santa Clara County SO, San Mateo County SO, San Francisco County SO, Alameda County SO, and other allied agencies use the Turbo Data system. Citation data will automatically transfer into the Department's new Records Management System (RMS), which is viewable by partnering law enforcement agencies that have been authorized to view police records in the same RMS. Citation data entered into the department's RMS is not currently set to purge.
7. **Compliance Procedures.** Information from the E Citation software program is transmitted daily for citation processing. Department personnel review the citation information and system functionality every weekday. Authorized operating personnel will be trained on the device handling and transmission procedures, including the prompt notification of the City's Information Technology Department in the event of suspected unauthorized system access.

Commented [MP2]: FYI. Data record retention languages here.

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## **EXHIBIT F INFORMATION PRIVACY POLICY POLICY STATEMENT**

The City of Palo Alto (the “City”) strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City’s business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City’s rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City’s data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms “Personal Information,” “Protected Critical Infrastructure Information,” “Personally Identifiable Information” and “Personally Identifying Information” (collectively, the “Information”) are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

### **PURPOSE**

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City’s website, and persons who access other information portals maintained by the City’s staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City’s applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City’s staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

### **SCOPE**

The Policy will guide the City’s staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

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## **CONSEQUENCES**

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

## **EXCEPTIONS**

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

## **MUNICIPAL ORDINANCE**

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

## **RESPONSIBILITIES OF CITY STAFF**

### **A. RESPONSIBILITY OF CIO AND ISM**

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall be guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy, (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

### **B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE**

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the

information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

### **C. RESPONSIBILITY OF USERS**

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

### **D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS**

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

### **E. RESPONSIBILITY OF AUTHORIZATION COORDINATION**

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

## **GENERAL PROCEDURE FOR INFORMATION PRIVACY**

### **A. OVERVIEW**

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third-party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

### **B. PERSONAL INFORMATION AND CHOICE**

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of

the City's business as a local government agency with third parties under contract to the City to provide services.

### **C. METHODS OF COLLECTION OF PERSONAL INFORMATION**

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such information in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

### **D. UTILITIES SERVICE**

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

### **E. PUBLIC DISCLOSURE**

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

## **F. ACCESS TO PERSONAL INFORMATION**

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

## **G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE**

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and/or third-party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third-party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

## **H. DATA RETENTION / INFORMATION RETENTION**

The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

**Commented [MP3]:** FYI. Data record retention languages here.

## **I. SOFTWARE AS A SERVICE (SAAS) OVERSIGHT**

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the

information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

#### **J. FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003**

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a “covered financial institution or creditor” which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers’ Information.

CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

## EXHIBIT G CYBERSECURITY TERMS AND CONDITIONS

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons, and other individuals and companies, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

### **Part A. Requirements:**

The Consultant shall at all times during the term of any contract between the City and the Consultant:

- (a) Appoint or designate an employee, preferably an executive officer, as the security liaison to the City with respect to the Services to be performed under this Agreement.
- (b) Comply with the City's Information Privacy Policy:
- (c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City, and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:  
[http://www.iso.org/iso/home/store/catalogue\\_tc/catalogue\\_detail.htm?csnumber=42103](http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103)  
[http://www.iso.org/iso/catalogue/catalogue\\_tc/catalogue\\_detail.htm?csnumber=50297](http://www.iso.org/iso/catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297)
- (d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.
- (e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.

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- (f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees' personal identity and employment status, and (2) would enable the immediate denial of access to the City's confidential data and information by any of its employees who no longer would require access to that information or who are terminated.
- (g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.
- (h) Implement access accountability (identification and authentication) architecture and support role-based access control ("RBAC") and segregation of duties ("SoD") mechanisms for all personnel, systems, and Software used to provide the Services. "RBAC" refers to a computer systems security approach to restricting access only to authorized users. "SoD" is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.
- (i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services' environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.
- (j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity, and availability of the City's information.
- (k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.
- (l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.
- (m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City's confidential data and information.
- (n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.
- (o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.
- (p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City's performance of random site security audits at the Consultant's site(s), including the site(s) of a third-party service provider(s), as applicable. The scope of these audits will extend to the Consultant's and its third-party service provider(s)' awareness of security policies and practices, systems configurations, access authentication and authorization, and incident detection and response.
- (q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, and the Confidential Information will be accessible only by the Consultant and any authorized third-party service provider's personnel.
- (r) Perform regular, reliable secured backups of all data needed to maximize the availability of the Services. Adequately encrypt the City of Palo Alto's data, during the operational process, hosted at rest, and the backup stage at the Vendors' environment (including Vendor's contracting organization's environment).
- (s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this

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Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.

- (t) Maintain the Confidential Information in accordance with applicable federal, state, and local data and information privacy laws, rules, and regulations.
- (u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.
- (v) Provide Network Layer IP filtering services to allow access only from the City of Palo Alto's IP address to the Vendor environment (primarily hosted for the City of Palo Alto).
- (w) Offer a robust disaster recovery and business continuity (DR-BCP) solutions to the City for the systems and services the Vendor provides to the City.
- (x) Provide and support Single Sign-on (SSO) and Multifactor Authentication (MFA) solutions for authentication and authorization services from the "City's environment to the Vendor's environment," and Vendor's environment to the Vendor's cloud services/hosted environment." The Vendor shall allow two employees of the City to have superuser and super-admin access to the Vendor's IT environment, and a cloud-hosted IT environment belongs to the City.
- (y) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.
- (z) The Vendor must provide evidence of valid cyber liability insurance policy per the **City's EXHIBIT "D" INSURANCE REQUIREMENTS.**

## EXHIBIT H

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**City of Palo Alto**  
**Records Retention Schedule**

**POLICE DEPARTMENT**

Department Head: Chief Dennis Burns

RIM Coordinator: Lisa Scheff

Series	Description	Total Retention	Statutory Reference	Remarks
<b>ADMINISTRATIVE RECORDS</b>				
003	(a) Personnel Training	SUP	GC 34090	Bulletins
003	(a)(1) Lesson Plans	C+15	GC 34090	Scope, content, time period of courses
003	(a)(2) Applicant Fingerprint Files	TER+2	GC 34090	Includes paperwork authorizing fingerprinting and background checks for City employment applicants, all license and permit applicants and volunteer applicants
003	(a)(3) Personnel (copies)	TER+7	GC 34090	Paperwork documenting officer & non-sworn internal and external training
003	(a)(b) Volunteer Files	TER+2	GC 34090	Volunteer identification, contact information
003b	Forms, Brochures	TER+2	GC 34090	
003c	Budgets, PO's, Time Keeping, Correspondence, Surveys, Statistical Reports	C+5	GC 34090	
003d	Demographic Data Collection Cards	C+2	GC 34090	Program ended 6-30-2010
003e	Alarm Records	C+2	GC 34090	Alarm packets, documents & correspondence
001q	Administrative/Internal Affairs Investigations – Documents relating to complaints or investigations in response to citizen complaints regarding members of the Department.	C+5	PC 832.5, EVC 1045, PC 801.5, PC 803(c), VC 2547	Provided documents are not evidence in any claim filed or pending litigation exists.
001k	Press Releases	C+2	GC 34090	
001t	Administrative Citations	C+5	GC 34090	
001r	PAPD Policy Manual	SUP	GC 34090	Living Document
<b>ANIMAL SERVICES RECORDS</b>				
001p	Nuisance Complaints, Animal Bite Reports, PAMC Violations and warnings issued.	C+10	GC 34090	PAMC = Palo Alto Municipal Code
001s	Veterinary Medical Records	C+3	BP 4081	
0010	Animal Licenses	C+2	GC 34090	Dog – 3 years from expiration
001n	Humane Officer – Activity records and logs	C+2	GC 34090	
001m	Animal Control – All records relating to animal inventory and care	C+2	GC 34090	
<b>COMMUNICATION RECORDS</b>				
001	(a) 911 Recordings (b) Other Phone Recordings, not on 911 lines	180 Days 180 Days	GC 34090.6 PC 1054	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action

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 Rev. Dec.15, 2020

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## City of Palo Alto Records Retention Schedule

### POLICE DEPARTMENT

Department Head: Chief Dennis Burns

RIM Coordinator: Lisa Scheff

Series	Description	Total Retention	Statutory Reference	Remarks
003f	Mobile Audio Video Records (MAV)  DAR – Digital Audio Recordings	C+2	<u>GC 34090.6</u> <u>PC 1054</u>	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
003g	Interior Video Recordings Booking/AIB or Investigative Services Division (ISD) when initiated	C+1	<u>GC 34090.6</u> <u>PC 1054</u>	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
003h	Routine Perimeter Security Video	100 Days	<u>GC 34090.6</u>	Automated self-recycled/re-use technology
<b>INVESTIGATIVE RECORDS</b>				
001e	Police Reports – ODI (Optical Document Imaging) System and supporting hard copy Reports	PER	<u>GC 34090</u> <u>PC 800</u> <u>PC 801</u> <u>PC 799</u>	Reports scanned into the ODI system from 6-15-92 to 12-31-06 Unless report is a Permanent Record or ordered Sealed by Court Order
001f	Non-Criminal Police Reports – Lost/Found Property, Injured or sick persons; missing persons where person has returned; traffic collision reports not used as the basis for criminal charges etc.	C+20	<u>GC 34090</u>	Any CLETS entry must be canceled prior to purge if applicable. Applies to Police Reports taken prior to 6-15-1992, prior to Optical Imaging
001e	Traffic Collision Fatality Reports	PER	<u>GC 34090</u>	Regardless of the medium
001e	(1) Police Reports/PDF Scanned – All Felonies, high Misdemeanor cases.	PER	<u>PC 800</u> <u>PC 801</u> <u>PC 799</u> (Felony Capital Crimes punishable by Death, Life Imprisonment) <u>PC 1054</u>	Starting 2007 Hard Copies will be kept in conjunction with PDF Prosecution for an offense punishable by imprisonment in state prison for 8 years or more must commence within 6 years after offense commission. Commencement of prosecution defined in PC 804. *Exception: PC 803 – Tolling/Extension of time periods; Appeals process and "Three Strikes" also considerations in assigning retention.
001f	(1) Noncriminal Police Reports/PDF Scanned – Lost/Found Property, Injured or sick persons; missing persons where person has returned; traffic collision reports not used as the basis for criminal charges etc.	C+15	<u>GC 34090</u>	Starting 2007 Reports will be scanned to PDF. Any CLETS entry must be canceled prior to purge if applicable.

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**City of Palo Alto  
Records Retention Schedule**

**POLICE DEPARTMENT**

Department Head: Chief Dennis Burns

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001l	FI Cards – Field Interview Cards	C+2	<u>GC 34090</u>	Includes photo if taken
001k	(1) Daily Bulletins	C+2	<u>GC 34090</u>	
001e	(2) Registrants – Sex, Arson, Narcotics	PER	DOJ Guidelines	Fingerprint Card, Photo and info forwarded to DOJ
001e	(3) Criminal Reports (Misdemeanor low Felony) and Domestic Violence Reports	C+15	<u>FC 6228(e)</u> <u>GC 34090</u>	Remove property from CLETS, no suspect or open investigations pending
<b>MISC REPORTS AND DOCUMENTS</b>				
004a	Court Board	C+1	<u>GC 34090</u>	Court Notices
004b	Court Liaison Tracking List	C+2	<u>GC 34090</u>	Booking/Filing Lists and Logs, Informal Discovery requests and Correspondence
004c	Subpoenas (Duplicate)	C+2	<u>GC 34090</u>	Subpoena Duces Tecum (SDT) filed with case Report once completed
004d	Statistical – Crime Analysis	C+2	<u>GC 34090</u>	Internally generated information using activity logs, citizen calls, and current and past crime statistics. Reports created for a variety of purposes
004e	Statistical – UCR (Uniform Crime Report) LEOKA, Homicide, Arson, DV, Hate, Arrest & Citation, Death in Custody, Crimes against Senior	C+5	<u>GC 34090</u>	Originals to CA DOJ&FBI
004f	Sealed – Adult/Factual Innocent	Mandatory Destruction upon and pursuant to Court Order	<u>PC 851.8</u>	Does not include letter of finding send to the defendant for grants/identials
001j	Restraining Orders	C or until SUP		Destroy after law enforcement actions described in PC 273.5, 273.6, 646.9, 12028.5, 13700 and Family Code Sections 6380-6383 are fulfilled and effective date of Restraining Order has expired
001g	Traffic Citations (copies) *Except Juvenile offender program graduates – those not forwarded to court of program successfully completed.	C+2	<u>GC 34090</u>	Original is forwarded to court. Agency copy kept for processing. Parking Citations forwarded to Revenue Collections

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Records Retention Schedule**

**POLICE DEPARTMENT**

Department Head: Chief Dennis Burns

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Series	Description	Total Retention	Statutory Reference	Remarks
004h	Equipment Records – PAS Records and Radar Calibration Logs, Weapons	TER+2	<u>GC 34090</u>	Retained until termination of equipment use; Manuals, instructions, procedures, assignments, maintenance
004i	License/Permits	C+2	<u>GC 34090</u>	Parade, Noise Exemption, Special Events, Block Party, Taxi, Masseuse, Second Hand Dealer. No Longer Interested forms to be sent to DOJ for expired applicant information.
004j	Warrants: (1) Felony (2) Misdemeanor (3) Infraction	Felony – 10 Misdemeanor – 7 Infraction 7	<u>GC 34090</u> <u>PC 799</u> <u>PC 800/801</u>	Warrants attaining purge date are sent to Santa Clara Co DA's office for review of extension of warrant/Active case or purge. All CLETS/AWS systems must be updated or cancelled
004k	NCIC Validations	C+2	<u>GC 34090</u>	Copies sent monthly to DOJ
004l	Records requests, correspondence, no record	C+2	<u>GC 34090</u>	

\*\* The destruction of felony, misdemeanor, and infraction Crime/Supplemental Reports is permitted providing:

- (1) Not related to an un-adjudicated arrest except for eligible HS 11357 or HS 11360 violations;
- (2) Not related to un-served warrants;
- (3) They do not involve identifiable items which have not been recovered;
- (4) Not related to PC 290, PC 457.1, or HS 11590 Registrants;
- (5) Not related relate to violations listed in PC Sections 799 and PC 800;
- (6) The cases are not presently involved in either a known civil or criminal litigation/Evidence

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### Surveillance Use Policy for E Citation Devices for the Police Department Traffic Citations

In accordance with Palo Alto Municipal Code Section PAMC 2.30.680(d), the Surveillance Use Policy for the use of E Citation devices for traffic enforcement is as follows:

1. **Intended purpose of technology.** The intended purposes of the E Citation devices are for sworn officers to issue California Vehicle Code (CVC) traffic citations within the jurisdiction of Palo Alto. This technology replaces the current triplicate paper citations with fully electronic means of citation issuance and processing.
2. **Authorized uses of the information.** The information collected by the officer and entered into the handheld devices are for the purpose of issuing CVC violations to persons who violate the law. The information is shared with the Santa Clara County Court system and entered into the police department Record Management System (RMS) for necessary citation processing procedures. The citation information will be shared with the court and involved party pursuant to California and federal laws. The Police Department Custodian of Records is responsible for overseeing record release processes according to City policy and procedure.
3. **Information collected by the technology.** The E Citation device does not independently collect information, rather the officer operator inputs information. The unit has a camera that the officer can use to photograph the rear of the involved vehicle. The unit software uses Optical Character Recognition (OCR). OCR is technology to recognize text inside images, such as scanned documents and photos to auto-populate certain text fields such as license plate number and vehicle make and model. The operator can choose to use the camera to pre-populate data fields or enter the information manually.

The device contains a magnetic stripe to swipe a driver's license or for the officer to use the camera to read the bar code of a driver's license to auto populate the registered owner/driver information on the citation. It is optional for the officer to use this method of reading licensee information, they may use the camera to "scan" the bar code on the back of the driver's license, if present, or they may enter the data manually.

The device has a fingerprint sensor available on it to capture a detailed image of the driver's fingerprint that attaches to the digital record. This feature will only be used, according the California law, as the positive identification of the person being issued the citation when that person does not possess a copy of their valid driver's license or have another form of valid government-issued identification.

The driver will use the device stylus to sign the citation on the screen of the unit. The signature image for all citations is captured as a photo. The image is then transferred to the printed citation in the signature field. The device does not connect to any government identification database.

4. **Safeguards and Compliance Features.** All E Citation data downloaded to the vendor system will be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time. Only authorized Police Department and Information Technology staff will have access to the E Citation devices and software system. The devices will be housed within a secure area of the Police Department and be checked out by officers for field use during their shift.

The procurement of this technology will follow compliance procedures in accordance with and accepted by the City's documented Vendor Information Security Assessment (VISA) evaluation and approval processes for technology vendor contracts. The scope of Vendor Information Security Assessment (VISA) is to assess vendor IT environment of the Cloud Service Provider (the Vendor), which intends to provide to the City of Palo Alto (the City) any or all of the following services: Software as a Service (SaaS); Platform as a Service (PaaS); and Infrastructure as a Service (IaaS). The VISA assesses whether SaaS, PaaS and IaaS service providers database applications, computer network infrastructure and computer hardware and software platforms can be safely hosted by the Vendor and made available to the City via interconnected in a network, typically the Internet. The vendor completed the City's VISA documentation and was approved.

5. **Information Retention.** Pursuant to the City of Palo Alto Records Retention Policy and Gov Code section 34090, the department must retain copies of all issued citations for a minimum of two years plus current, or pursuant to the violation's statute of limitations. Citation records may be kept longer in extenuating circumstances, such as for collections of unpaid fines. Purging of citation data will be per state law and the City's documented purging policy and procedure. Images captured on the device will be stored with the citation record for internal purposes only to document the conditions of the violation and for officer use during prosecution in court as necessary. The vendor software system allows the City to set required purging guidelines within the database. The Police Department Custodian of Records is responsible for overseeing record purging procedures.
6. **Access to Information Outside of City.** Citation records are shared with the involved parties, the court system (for processing), and authorized law enforcement representatives per official requests for police records. Citation dispositions are shared from the court to the Department of Motor Vehicles. Citation data within the vendor software system, may, with the City's permission, be viewable by law enforcement agencies that use the same system for the purpose of knowing if a violator has been issued other citations. Currently, Santa Clara County SO, San Mateo County SO, San Francisco County SO, Alameda County SO, and other allied agencies use the Turbo Data system. Citation data will automatically transfer into the Department's new Records Management System (RMS), which is viewable by partnering law enforcement agencies that have been authorized to view police records in the same RMS. Citation data entered into the department's RMS is not currently set to purge.



7. **Compliance Procedures.** Information from the E Citation software program is transmitted daily for citation processing. Department personnel review the citation information and system functionality every weekday. Authorized operating personnel will be trained on the device handling and transmission procedures, including the prompt notification of the City's Information Technology Department in the event of suspected unauthorized system access.

**turbo**DATA  
SYSTEMS



# All-in-one nFORCER™

## eCitations

- Moving
- Parking
- Administrative
- Fare Evasion



# All-in-one ticketPRO™ nFORCER™



## Device Features

- FIPS201 compliant fingerprint reader
- Integrated thermal printer
- Bi-directional magnetic stripe reader
- Integrated laser scan engine
- Hot swappable and integrated battery
- Simultaneously charge both batteries
- Rugged IP65 rated housing
- Android operating system
- Backlit function keys
- Multiple carry options
- 16 megapixel camera
- LED flash



## Traffic/Moving eCitations

- Barcode/Laser Scanner/MSR
- DL & VIN
- RMS Integration
- Court Reporting
- Corrections (TR100)
- Compliance (TR145)

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SYSTEMS

Two Locations: Southern California  
Northern California

888.755.0625 [sales@turboata.com](mailto:sales@turboata.com)

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## City of Palo Alto Records Retention Schedule

### POLICE DEPARTMENT

Department Head: Chief Dennis Burns

RIM Coordinator: Lisa Scheff

Series	Description	Total Retention	Statutory Reference	Remarks
<b>ADMINISTRATIVE RECORDS</b>				
003	(a) Personnel Training	SUP	GC 34090	Bulletins
003	(a)(1) Lesson Plans	C+15	GC 34090	Scope, content, time period of courses
003	(a)(2) Applicant Fingerprint Files	TER+2	GC 34090	Includes paperwork authorizing fingerprinting and background checks for City employment applicants, all license and permit applicants and volunteer applicants
003	(a)(3) Personnel (copies)	TER+7	GC 34090	Paperwork documenting officer & non-sworn internal and external training
003	(a)(b) Volunteer Files	TER+2	GC 34090	Volunteer identification, contact information
003b	Forms, Brochures	TER+2	GC 34090	
003c	Budgets, PO's, Time Keeping, Correspondence, Surveys, Statistical Reports	C+5	GC 34090	
003d	Demographic Data Collection Cards	C+2	GC 34090	Program ended 6-30-2010
003e	Alarm Records	C+2	GC 34090	Alarm packets, documents & correspondence
001q	Administrative/Internal Affairs Investigations – Documents relating to complaints or investigations in response to citizen complaints regarding members of the Department.	C+5	PC 832.5, EVC 1045, PC 801.5, PC 803(c), VC 2547	Provided documents are not evidence in any claim filed or pending litigation exists.
001k	Press Releases	C+2	GC 34090	
001t	Administrative Citations	C+5	GC 34090	
001r	PAPD Policy Manual	SUP	GC 34090	Living Document
<b>ANIMAL SERVICES RECORDS</b>				
001p	Nuisance Complaints, Animal Bite Reports, PAMC Violations and warnings issued.	C+10	GC 34090	PAMC = Palo Alto Municipal Code
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0010	Animal Licenses	C+2	GC 34090	Dog – 3 years from expiration
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<b>COMMUNICATION RECORDS</b>				
001	(a) 911 Recordings (b) Other Phone Recordings, not on 911 lines	180 Days 180 Days	GC 34090.6 PC 1054	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action

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003g	Interior Video Recordings Booking/AIB or Investigative Services Division (ISD) when initiated	C+1	<u>GC 34090.6</u> <u>PC 1054</u>	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
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<b>INVESTIGATIVE RECORDS</b>				
001e	Police Reports – ODI (Optical Document Imaging) System and supporting hard copy Reports	PER	<u>GC 34090</u> <u>PC 800</u> <u>PC 801</u> <u>PC 799</u>	Reports scanned into the ODI system from 6-15-92 to 12-31-06 Unless report is a Permanent Record or ordered Sealed by Court Order
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001e	Traffic Collision Fatality Reports	PER	<u>GC 34090</u>	Regardless of the medium
001e	(1) Police Reports/PDF Scanned – All Felonies, high Misdemeanor cases.	PER	<u>PC 800</u> <u>PC 801</u> <u>PC 799 (Felony Capital Crimes punishable by Death, Life Imprisonment PC 1054)</u>	Starting 2007 Hard Copies will be kept in conjunction with PDF Prosecution for an offense punishable by imprisonment in state prison for 8 years or more must commence within 6 years after offense commission. Commencement of prosecution defined in PC 804. *Exception: PC 803 – Tolling/Extension of time periods; Appeals process and "Three Strikes" also considerations in assigning retention.
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<b>MISC REPORTS AND DOCUMENTS</b>				
004a	Court Board	C+1	<u>GC 34090</u>	Court Notices
004b	Court Liaison Tracking List	C+2	<u>GC 34090</u>	Booking/Filing Lists and Logs, Informal Discovery requests and Correspondence
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004j	Warrants: (1) Felony (2) Misdemeanor (3) Infraction	Felony – 10 Misdemeanor – 7 Infraction 7	<u>GC 34090</u> <u>PC 799</u> <u>PC 800/801</u>	Warrants attaining purge date are sent to Santa Clara Co DA's office for review of extension of warrant/Active case or purge. All CLETS/AWS systems must be updated or cancelled.
004k	NCIC Validations	C+2	<u>GC 34090</u>	Copies sent monthly to DOJ
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\*\* The destruction of felony, misdemeanor, and infraction Crime/Supplemental Reports is permitted providing:

- (1) Not related to an un-adjudicated arrest except for eligible HS 11357 or HS 11360 violations;
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## City of Palo Alto City Council Staff Report

(ID # 13716)

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**Meeting Date: 3/14/2022**

**Title: Approval of Amendment Number 2 to Contract Number C18168129 with Kennedy / Jenks Consultants for Professional Design Services for the Primary Sedimentation Tanks Rehabilitation and Equipment Room Electrical Upgrade Project at the Regional Water Quality Control Plant to Increase Compensation by \$166,747 for a New Maximum Compensation Not to Exceed \$1,131,747, and to Extend the Contract Term Through June 30, 2024 - Capital Improvement Program Project WQ-14003**

**From: City Manager**

**Lead Department: Public Works**

### **Recommendation**

Staff recommends that Council approve and authorize the City Manager or their designee to execute [Amendment No. 2](#) to Contract No. C18168129 with Kennedy/Jenks Consultants to increase the contract amount by \$166,747 to continue to provide engineering services during construction for the Primary Sedimentation Tanks Rehabilitation and Equipment Room Electrical Upgrade project (CIP WQ-14003), and to extend the term through June 30, 2024. The revised total contract amount is not to exceed \$1,131,747 including \$717,082 for basic services and \$414,665 for additional services.

### **Background**

On January 29, 2018, Council approved a professional services contract ([SR 8729](#)) for design services with Kennedy/Jenks Consultants (K/J) for the Primary Sedimentation Tanks Rehabilitation and Equipment Room Electrical Upgrade Project at the Palo Alto Regional Water Quality Control Plant (RWQCP). The original contract amount was \$715,369 including \$650,335 for basic services and \$65,034 for additional services. On December 3, 2018, Council approved Amendment No.1 ([SR 9756](#)) to this contract to increase the contract amount by \$249,631 to allow K/J to provide additional services (i.e., perform detailed design of a new electrical building to accommodate a new electrical power distribution center) and to extend the term through March 31, 2022. The project design was completed in June 2019 with anticipation that the construction would begin in October 2019 and be completed by December 2021.

Due to the longer than expected time to obtain signed partner agreement amendments from partner agencies and to collaborate with the State Water Resources Control Board on finalizing



the Clean Water State Revolving Fund (CWSRF) Installment Sale Agreement, the invitation for bid for the construction project was delayed to August 2020. The project was rebid in January 2021 and a construction contract was awarded to C. Overaa & Co. ([SR 11735](#)) on May 17, 2021 with a new completion date of December 31, 2023.

Construction of this project began on June 24, 2021 upon issuance of the Notice to Proceed to the contractor, C. Overaa & Co. As part of the scope of the basic and additional services included in the Contract and Amendment No. 1, K/J is required to provide engineering services during construction. The services include periodic site visits, as-needed attendance at weekly progress meetings, construction document review, startup and commissioning support, and final record drawing preparation.

### **Discussion**

There was a 20-month delay of the anticipated construction start date from October 2019 to June 2021. The new projected completion date is December 31, 2023. [Amendment No. 2](#) is needed to add funds in the amount of \$166,747 to the project to address the delay and account for:

- 1) updated costs, accounting for increases in hourly billing rates, for providing engineering services during construction
- 2) additional efforts to provide services during construction associated with a larger volume of construction documents and resubmittals;
- 3) additional efforts associated with an extended project management period; and
- 4) as-needed additional engineering services for unforeseen site conditions and coordination with other ongoing major capital projects at the RWQCP.

At the start of the construction phase, approximately 20% of K/J's total budget was reserved for engineering services during construction and associated project management. Because of additional efforts associated with rebidding the construction project, design of the new electrical building, revision of the design to coordinate with other ongoing major capital projects, and other small miscellaneous design elements that are not in the scope of the basic services, the additional services budget has been depleted. The small miscellaneous design elements include adding three electrical car charging stations (to be powered from the new electrical building) for charging of City vehicles; designing a fire sprinkler system for the new electrical building to meet the more stringent requirements of the Palo Alto Municipal Code; optimizing the primary sedimentation tank scum skimming process by adding a computerized program that will be monitored by plant operators; and revising the electrical drawings and specifications to include additional power needs of other ongoing CIP projects at the plant.

The original contract amount was \$715,369. Amendment No. 1 to the contract increased the contract amount by \$249,631. Amendment No. 2 adds \$166,747 to the contract. The revised total contract amount is a not to exceed \$1,131,747 including \$717,082 for basic services and \$414,665 for additional services.

### **Timeline**

Amendment No. 2 will extend the contract term with K/J from March 31, 2022 to June 30, 2024. Since July 2021, K/J has provided engineering services during construction. K/J's services will continue through construction completion in about December 2023 and allow until June 30, 2024 for K/J to prepare and submit final record drawings.

### **Resource Impact**

Palo Alto RWQCP treats the combined wastewater from Palo Alto, Los Altos, Los Altos Hills, Mountain View, Stanford University, and the East Palo Alto Sanitary District. Palo Alto's share of this project is 38.16% and the other five agencies' share is 61.84%, based on the fixed capacity established in partners' agreements. As the lead agency, the City of Palo Alto has appropriated the funding for this Project, including additional funding required for this contract Amendment No. 2, in the Fiscal Year 2022 Wastewater Treatment Enterprise Fund Capital Improvement Program Budget (Project WQ-14003). The design and construction of this project, including associated construction management and administrative costs, is being financed through the CWSRF loan, which is disbursed on a reimbursement basis.

### **Policy Implications**

This recommendation does not represent any change to existing City policies and supports the Comprehensive Plan Policy N.4-16.

### **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**

Approval of Amendment No. 2 to Contract C18168129 is a part of administrative governmental activities that will not cause a direct or indirect physical change in the environment and therefore, does not require a CEQA review. The construction of this project has been determined to be exempt from CEQA under CEQA Guidelines Section 15301, subsections (b) and (e)(1), Existing Facilities, as it involves the repair and maintenance of an existing publicly-owned utility used to provide sewerage treatment services with a minor addition to an existing building. On October 15, 2018, Council approved the determination that the construction of the Primary Sedimentation Tanks Rehabilitation and Electrical Upgrade Project to be exempt from the California Environmental Quality Act and approved the preliminary design [\(SR 9581\)](#).



## City of Palo Alto City Council Staff Report

(ID # 14115)

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**Meeting Date: 3/14/2022**

**Title: City Council Discussion with the Independent Police Auditor and Possible Approval of a Performance Review on Recruitment and Hiring**

**From: City Manager**

**Lead Department: City Manager**

### **Recommendation**

Staff recommends a discussion with the City Council and the Independent Police Auditor and discussion and possible approval of a proposed performance review on recruitment and hiring.

### **Discussion**

Since 2006, Palo Alto has utilized an independent police auditor (IPA) to conduct secondary review of defined investigations of uniformed Police Department personnel and provide related services. Since the inception of the independent police auditing program, the City has contracted with the Office of Independent Review (OIR Group), to provide these services.

In 2021, the City Council amended the IPA contract scope to include meeting with the City Council in open session twice a year. The last check in with the IPA was in a Study Session on September 13, 2021 ([agenda](#); [minutes](#)).

The IPA provided **Attachment A** as additional discussion material for the City Council for this upcoming discussion.

In addition, the IPA has provided an idea of a scope of services in response to the City Council's interest in OIR performing a one-time performance review on an appropriate and useful topic. OIR could conduct a review of the Palo Alto Police Department's Recruitment and Hiring Processes to assess the extent to which the PAPD recruiting and hiring strategy and standards reflect contemporary thinking about candidate eligibility, suitability, and potential. OIR believes that this review could be conducted for \$25,000.

If the City Council approves this or any other performance review, the City's contract with OIR provides for the Mayor and City Manager to execute a Task Order to approve the work, timeline, and budget within the existing not-to-exceed contract amount. Of note, the contract only allocates \$10,000 for these additional services, thus further discussion of the cost and/or a contract amendment would be necessary.

**Resource Impact**

The City's contract with OIR provides for \$97,500 for core services, including secondary reviews of the Police Department administrative investigations and other matters as described in the contract; preparation of two reports per year; and two discussions with the City Council. Performance reviews are funded as optional additional services, up to \$10,000. As noted above, the estimated recruitment and hiring performance review is for \$25,000 which exceeds the amount in the contract. If the City Council approves the performance review topic, staff would further discuss the scope and cost with OIR and return to City Council regarding any contract amendments and budget adjustments as necessary.

**Attachments:**

- **Attachment11.a:** Attachment A: Palo Alto Complaint Table with Text (2022)

# INDEPENDENT POLICE AUDITORS' REPORT: Addendum to February 2022 Public Report re Cases

Presented to the Honorable City Council

City of Palo Alto

February 2022

Prepared by: Michael Gennaco and Stephen Connolly  
Independent Police Auditors for  
the City of Palo Alto



## Case Totals: Summary and Trend Analysis

Our February 2022 Report is the latest in a series that we been providing to the City of Palo Alto since 2007. It is also the first that reflects new elements in the “scope of work” that the City Council designed in 2021, in response to the renewed emphasis on transparency and police accountability in Palo Alto and across the country.

One of those new elements is a “statistical breakdown of the number of complaints /investigations and any developing trends.” In response to that request, we have prepared the following table in summary of the misconduct investigations that we cover in this report.

The ten matters itemized below are, in one respect, a small sample size from which it is difficult to discern statistically meaningful trends. They do, however, approximately comport with our past experience in terms of the volume of total complaints and internally generated investigations for the period that is covered here. And we can use them as a starting point for a more complete analysis as more “data points” emerge in the form of new investigations.<sup>1</sup>

Interestingly, three of the cases arose from complainant assertions regarding an alleged *failure* to act by PAPD, as opposed to the more common dynamic of dissatisfaction with an affirmative encounter (such as officer rudeness, unjustified detention, etc.) PAPD’s approach was found to be reasonable and appropriate in all three instances – results with which we concurred. And the circumstances were sufficiently distinct as to not lend themselves to a larger insight.

We do believe there is value to the idea of trend analysis, and look forward to providing further updates as we assess pending and new cases for our future reports.

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<sup>1</sup> As part of our increased scope of work, PAPD was to report to IPA cases in which an officer pointed a firearm at a person. PAPD has advised that there were no such instances during the relevant reporting period.

<b>Complaint/Investigation</b>	<b>Outcome</b>
Allegation that officer's investigative actions "targeted" man improperly	Exonerated
Allegation that PAPD failed to intervene appropriate in a legal dispute between former spouses	No misconduct identified
Allegations of improper PAPD tactics and other misrepresentations in a criminal case resulting in conviction	Unfounded
Allegation of insufficient response by PAPD to complainant's third-party report of another person's activity in public.	No misconduct identified
Allegation of insufficient investigative response by PAPD to a woman's lost cell phone.	No misconduct identified
Allegation of false arrest, illegal search, and racial profiling	Allegations not sustained
Internal allegation of officer misconduct regarding database access and off-duty misconduct	Sustained for conduct unbecoming and improper monitoring of ride-along
Allegation of rudeness and improper suppression of First Amendment activity	Officers counseled, no policy violations sustained.
Allegation that PAPD had mishandled various aspects of a medical response call	Dispatcher was found to have deviated from protocol in handling of 911 call; no policy violations sustained for officers.
Allegation of improper deployment of PAPD K-9	No policy violations identified, but relevant policies were revised in light of incident.



## City of Palo Alto

### City Council Staff Report

(ID # 14124)

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**Meeting Date: 3/14/2022**

**Title: Report and Discussion on Community Engagement Activities Planned to Implement the City's Workplans for the 2022 Calendar Year**

**From: City Manager**

**Lead Department: City Clerk**

The report for this item will be provide on March 10, 2022 in a late packet distribution.





## City of Palo Alto City Council Staff Report

(ID # 14081)

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**Meeting Date: 3/14/2022**

**Title: Discuss Recommended Foothills Fire Mitigation and Safety Improvement Strategies**

**From: City Manager**

**Lead Department: City Clerk**

This item was pulled from the Consent agenda during the January 31, 2022 City Council Meeting and referred to a future meeting for discussion.

You can access the [staff report here](#).

Since the original publication of item, the following news article has been released and staff is forwarding it for City Council's consideration:

- [Growing wildfires pose new problems for water supply - Los Angeles Times \(latimes.com\)](#)

## Schedule of Meetings

Published March 3, 2022

This is a courtesy notice only. Meeting dates, times, and locations are subject to change. Almost all Palo Alto Council and some Standing Committee meetings are cablecast live on Channel 26. If there happens to be concurrent meetings, one meeting will be broadcast on Channel 29.

**Starting March 1, meetings will be held in-person and by virtual teleconference.**

### **MONDAY, MARCH 7**

Sp. City Council Meeting, 5:00 p.m.

### **TUESDAY, MARCH 8**

Council Appointed Officers Committee Meeting, 4:00 p.m.

Policy & Services Committee Meeting, 7:00 p.m.

### **WEDNESDAY, MARCH 9**

Planning & Transportation Commission Meeting, 6:00 p.m.

### **THURSDAY, MARCH 10**

Historic Resources Board Meeting, 8:30 a.m.

Architectural Review Board Meeting, 10:00 a.m.

Human Relations Commission Meeting, 6:00 p.m.

### **FRIDAY, MARCH 11**

Sp. City Council Meeting – Architectural Review Board Interviews, 4:00 p.m.

### **MONDAY, MARCH 14**

Sp. City Council Meeting, 5:00 p.m.

### **THURSDAY, MARCH 17**

Architectural Review Board Meeting, 8:30 a.m.

City/School Liaison Committee Meeting, 8:30 a.m.

Public Art Commission Meeting, 7:00 p.m.

### **MONDAY, MARCH 21**

Sp. City Council Meeting, 5:00 p.m.

### **TUESDAY, MARCH 22**

Parks and Recreation Commission Meeting, 7 p.m.

### **THURSDAY, MARCH 24**

Historic Resources Board Meeting, 8:30 a.m.

### **WEDNESDAY, MARCH 30**

Planning & Transportation Commission Meeting, 6:00 p.m.

### **MONDAY, APRIL 4**

Sp. City Council Meeting, 5:00 p.m.



**City of Palo Alto**  
**Office of the City Clerk**  
**City Council CAO Report**

**(ID # 13925)**

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**Meeting Date: 3/14/2022**

**Title: Appointments of Candidates for the Architectural Review Board**

**From: Lesley Milton, City Clerk**

**Recommendation**

Staff recommends City Council vote to appoint candidates to the following positions on the Architectural Review Board:

- One (1) position with a term ending March 31, 2025
- One (1) position with an unexpired term ending March 31, 2024

*\*\*A majority vote (4 yes's) is required to appoint each applicant.*

**Background**

Boards and Commissions are established as advisory bodies to the City Council, made up of community volunteers that provide essential feedback on matters of importance to the community. The City Clerk's office advertises and recruits for vacancies, the Council considers the applications, interviews desired candidates, and makes recommendations for appointment for the open positions.

Per City Council's motion on December 13, 2021, the Special Architectural Review Board (ARB) recruitment was initiated to invite more applicants through January 31, 2022:

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

- A. Vote tonight for two ARB positions;
- B. Direct the Clerk to open a new recruitment opening from now until the end of January for the open positions; and
- C. Request the incumbent to serve the holdover position until recruited.

**MOTION PASSED:** 6-0, Kou absent

Another position was added to the one unfilled vacancy due to Board Member Grace Lee's resignation from the ARB on December 2, 2021. Board Member Lee's vacancy was unable to be added to the Fall Recruitment at that time per [PAMC 2.16.060](#), which required an advertising period of at least 15 days before vacancies are scheduled to be filled. The appointments at that time were on December 13, 2021.

Furthermore, [Ordinance 5529](#) (which outlined the new Board, Commissions, and Committees term limits approved by City Council on August 9, 2021) came into effect this past January 1, 2022. The Ordinance states, “Effective January 1, 2022, terms of office due to expire on December 15 of each year shall be extended to expire on March 31 of the following year, and thereafter terms of office shall commence on April 1.” Advertising was updated to include the extended terms. As such, the current vacancies staff is requesting to be filled are:

- One (1) position with a term ending March 31, 2025
- One (1) position with an unexpired term ending March 31, 2024

For the Architectural Review Board (ARB) Special Recruitment effort, the City received a total of 13 qualified applications; 7 new applications were submitted during the extended recruitment period and 6 applications were from the previous Fall recruitment.

## Interviews

At the February 14, 2022 City Council meeting, the Council elected to interview the 7 new applicants received during the extended recruitment effort ([02-14 ARB Recruitment Report](#)). Their interviews will be conducted on March 11, 2022 at 4 p.m. as a special City Council meeting. Video recordings of the interviews will be made available on our [City of Palo Alto YouTube Channel](#) for the public and Council Members who are unable to attend.

The 6 applicants from the previous Fall Recruitment have been interviewed on November 16, 2021. A recording of this meeting can be viewed online as well ([Interviews Video Link](#)).

All applications received for these positions can be accessed online ([All ARB Applications Received](#)). City Council will incorporate all interviews into the final selection.

## Membership Requirements

Per [PAMC 2.21.010](#), the Architectural Review Board requires at least 3 of its members to be architects, landscape architects, building designers or other design professionals. Board Members Peter Baltay, David Hirsch, and Osma Thompson are architects. As a result, the current ARB Members fulfill these requirements.

### **Architectural Review Board: Two positions**

- At least three members must be architects, landscape architects, building designers or other design professionals. (*Fulfilled by current members*)
- No Palo Alto residency requirement ([PAMC 2.21.010](#))
- **NEWLY RECEIVED APPLICANTS:**
  1. Yingxi Chen
  2. Joao (Johnny) Baptista DaRosa
  3. John Kunz
  4. Dave Madwed

- 5. Alfred J. Mandel
- 6. Kendra Rosenberg
- 7. Curtis Smolar
- PREVIOUSLY RECEIVED APPLICANTS:
  - 8. Yujin Jeon (Preference of the March 31, 2024 term)
  - 9. Kathryn Jordan
  - 10. Manix Patel
  - 11. Brigham Wilson
  - 12. Jim Xiao
  - 13. Bin Zhou (Resubmitted an updated application)

### **Public Outreach**

Palo Alto Municipal Code 2.16.060 requires public notification regarding vacancies of the Commissions: “The City Clerk shall exercise their discretion in choosing the method of advertisement that will most effectively reach potential candidates.” Based on the September 14, 2021 Policy & Services Committee meeting report ([available here](#)) regarding Board and Commission Member demographics and community representation, the City Clerk’s office expanded recruitment efforts through additional means to “most effectively reach potential candidates.”

The Fall 2021 Boards and Commission recruitment invited applications from September 16, 2021 through October 26, 2021 through the new online application process. From that previous recruitment, 6 unselected applicants of the 7 confirmed their continued interest for the 2 vacancies.

The Special ARB recruitment invited applications from December 13, 2021 through January 31, 2022. The vacancies were advertised through various methods in partnership with the Communications team. This included paid print advisements in the Palo Alto Weekly and the Daily Post; via the City’s website and social media channels; in physical locations of the Palo Alto Libraries and Community Centers; and distributed by email and through City subscription-based notification lists.

To effectively reach architectural professionals, further email outreach was done to 17 local Palo Alto based architect companies and Stanford’s Architectural Design Program. Palo Alto’s Public Works Engineering staff were also notified by email to share the openings to their professional networks, as several are licensed architects. A focused social media engagement was also organized with AIA Silicon Valley.



## City of Palo Alto City Council Staff Report

(ID # 14102)

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**Meeting Date: 3/14/2022**

**Title: Report and Discussion on Community Engagement Activities Planned to Implement the City's Workplans for the 2022 Calendar Year**

**From: City Manager**

**Lead Department: City Manager**

### **RECOMMENDATION**

This item is a study session, and no action is requested. Staff recommends that the Council receive a staff report and discuss community engagement activities planned to implement the City's workplans for the 2022 calendar year.

### **EXECUTIVE SUMMARY**

This report provides a summary of community engagement activities planned and underway. Notably, the report summarizes major topics areas and initiatives that the City is actively engaging the community on to gain community feedback and inform City Council decision-making. As described in this report, the number and complexity of initiatives being pursued by the City necessitates a thoughtful review in order to ensure that limited resources are allocated to the highest priority areas, and that public engagement is clear and meaningful. To ensure awareness of the work underway and alignment on next steps, Staff is seeking City Council feedback on the engagement efforts below.

### **BACKGROUND**

In May 2021, staff presented an update on the City's community engagement efforts at the Policy and Services Committee following a Council request to share work underway. The staff presentation and staff report (listed [here](#)) provided background on different community engagement options planned, including use of Town Halls, with an opportunity for the Policy and Services Committee to provide additional input and guidance.

Since that update, several work items have been completed such as two town hall meetings, Wellness Wednesdays, Uplift Local meetings and weekly newsletters, City Manager comments and blog series, issue specific public meetings; and other work is either planned or revised based on updated City Council priorities and direction. As an example, since the update to Policy and Services Committee, a new community engagement effort to support the Sustainability/Climate Action Plan development and the establishment of a City Council Ad Hoc on Sustainability, were added to the City's overall workplan.

## DISCUSSION

As part of the 2022 City Council retreat, staff was prepared to present an update on community engagement in an effort to gain Council input on the efforts underway and refine plans as work progresses through the calendar year. This staff report is a step in the overall strategy of implementing the City's workplans. The details provided in this report relate to and connect with the City Council Priorities Workplan discussion scheduled for Council consideration on April 4, 2022. Based on the City Council's adopted priorities, the April 4 session will present the major projects involved in advancing each priority. For each priority, projects are divided into three categories: projects already underway or scheduled to begin by June 2022, projects scheduled to begin July-December 2022, and projects that have been identified as priorities but where resources are not currently available or otherwise "on hold." As priorities evolve and workplans develop, engagement and other activities to implement these workplans will also evolve.

While balancing staffing and resource limitations, the City is implementing and planning several thoughtful community engagement efforts acknowledging this as an important and stated priority. The City of Palo Alto maintains an extraordinary level of community engagement on specific topics as well as general engagement and ongoing communication on City programs, services and events. The volume of engagement outlined below, although extensive, reflects a summary of intentional strategies to inform City Council decision-making and support the implementation of the City's workplans. To ensure awareness of the work underway and alignment on next steps, Staff is seeking City Council feedback on the engagement efforts below. Council feedback during this study session will help inform the workplan conversation that will be brought to the City Council on April 4<sup>th</sup>.

The report is organized by the following sections:

1. Major City priorities and topics with community engagement resources planned
2. Other Work Plan Elements and Examples of Department-Specific Community Engagement
3. Examples of Communications and Engagement Options Used in Support of Civic Participation

### **Major City Priorities and Topics with Community Engagement Resources Planned**

Over the next ten months, City staff is planning both general engagement and issue-specific engagement to seek feedback and input from community members.

From a general engagement standpoint, the City has used several approaches to build community awareness, enhance civic participation and gain feedback. Approaches include: town halls, community information sessions, office hours, neighborhood meetings, online surveys, polls, and digital engagement platform.

The following is a list of approaches that the City uses for engagement, with reference to the International Association for Public Participation (IAP2) [Spectrum of Public Participation](#), that the City utilizes to further engagement activities as staff implements the City's workplan. While the following list includes general approaches and actions, we tailor each opportunity to structure community participation to gain the type of input or feedback needed based on the project/issue:

- **Inform:** Fact sheets, webpages, blog posts, information sessions, open houses, frequently asked questions, website feedback forms
- **Consult & Involve:** Surveys, focus groups, questions and answer sessions, office hours, public meetings like community meetings, town halls, panel discussions, workshops, polling, community meetings
- **Collaborate & Empower:** Working groups, ad hoc groups, feedback groups, boards, commissions and committee meetings, community advisory panels, advisory groups, digital engagement platforms, and voter ballot measures.

The tables below provide a sampling of the work completed recently, work underway, and work planned throughout calendar year 2022; this is not an exhaustive list. Table A includes general community engagement methods.

**TABLE A: Community Engagement Methods and Examples**

Community Engagement Methods	Summary, Audience & Function	Timeframe
Weekly Newsletter	Regular outbound communication enables readers to feel informed of major issues and upcoming events. The newsletter is one of several communications methods to inform and engage the community.	Uplift Local weekly newsletter currently has over 60,000 subscribers
Community Information Podcasts	Launched during the beginning of the pandemic, a series of podcasts drew up to 300 -400 views and were an opportunity to share updates and answer community questions received before each chat with the mayor and city manager. This audience was general community and businesses. Prior series completed, and no current series planned.	Weekly series completed in March – May 2020
Town Halls	For the past several years, the City has used Town Halls to engage the community on specific priority topics like budget and rail grade separations. Calendar Year 2021 meetings: - May 2021: Budget Town Hall - Fall 2021: CommUNITY Town Hall to discuss Hate	Two town hall meetings annually, that are issue-specific - Spring 2022: TBD



	Crimes	
National Community Survey	The City has a long-standing goal of engaging the community through the National Community Survey which benchmarks the City against other community surveys, engaging the community through a random sample of community members. This was completed last in 2020	Per Council direction in the FY 2022 budget, the next survey is planned for late 2022 (FY 2023).
OpenGov Online Survey	Online survey tool that supports community engagement through a forum to share feedback on specific issues, programs, projects and initiatives. The audience is intended to be resident focused.	Ongoing
City Service Feedback	Online feedback tool and community resource to share customer service experience citywide. Intended audience is any customer at any city facility or online customer.	Ongoing, initially launched Summer 2021.
Topic-specific Community Meetings	Community meetings provide residents and other stakeholders to become informed and provide feedback on specific issues.	Neighborhood and policy-specific meetings occur throughout year
Neighborhood Town Hall Meetings	Envisioned as hosted by Councilmembers, a series of six community meetings in specific neighborhood areas are being developed in a virtual format. The audience is intended to be resident-focused.	Six meetings to be scheduled in Q2-Q4
Chat with the Mayor Series	This is envisioned as quarterly smaller group sessions on any topic areas. The audience is intended to be resident-focused.	To be scheduled
Council, Board, Commission and Committee Meetings	Ongoing meetings on specific topics for the community. The audience is generally those interested on a specific topic of discussion at the respective board, commission or committee meeting.	Ongoing
Palo Alto Digital Hub	New online engagement platform using an ESRI product to enable interaction on major initiatives like fiber and sustainability. The audience is intended to be resident and business focused.	Ongoing, initially launched Summer 2021
Ad hoc committees, focus groups, and task forces	Groups are assembled to provide focused input and collaboration on specific issues, often requiring background knowledge and agreement to act in partnership on next steps.	Multiple groups in progress for S/CAP, housing, fiber
Voter Ballot Measures	Voters are ultimately empowered to make major decisions through scheduled and special elections.	Potential ballot measures in November 2022

In applying the methods above, Table B summarizes a number of the community engagement specific to implementing the City's workplan. This is simply a sampling, as each of the priorities listed also involve multiple City Council and committee discussions as well other steps. Nonetheless, the following table provides an illustration of the volume of communication and level of effort anticipated over the upcoming months.

**TABLE B: Major City Priorities with Community Engagement Options Identified**

<b>Major City Priorities</b>	<b>Engagement Options Identified</b>	<b>Timeframe</b>
<b>Budget/Fiscal Sustainability-2022 Ballot Measures</b>	Budget Town Hall	May 2021
	Community Listening Session	March 29, 2022
	Polls, Mailed Survey and Online Survey	November 2021-June 2022
	Focus Group meetings	Up to 9, February 2022-April 2022
	Community presentations	Up to 10, March 2022-May 2022
<b>Sustainability/Climate Action Plan</b>	Ad Hoc meetings	Summer 2021- Fall 2022
	Working Group Meetings	
	Online Surveys	Ongoing
	Community Summit and Open House	Q3
	Climate Pledge	TBD
<b>Fiber</b>	Sustainability Hub	Spring 2022
	Community Information Session	February 24, 2022
	Focus Groups	March/April 2022
	Feedback Community	March-June 2022
	Market Research Survey	May 2022
	Utilities Advisory Commission (UAC) Updates	April 2022

Major City Priorities	Engagement Options Identified	Timeframe
	City Council/UAC Joint Study Session	June 2022
	Palo Alto Fiber Hub	Launched Fall 2021
<b>Public Safety</b>	Virtual Community Conversation and Panel Discussion	July 2021
	Chief Office Hours	Ongoing
	Chief's Advisory Group	Ongoing
	Discussions with Chamber of Commerce	Ongoing
	Launched Calls for Service Interactive Map	February 2022
	Police Chief Selection Community Listening Sessions	March 10, 19, 31
	Police Chief Selection Online Feedback Form	Launched February 25, 2022
<b>Race and Equity</b>	Women and Girls Summit	June 2021
	CommUNITY Together Town Hall to discuss Hate Crimes	Fall 2021
	Creative Attention: Art and Community Restoration On view from January 22-May 21, 2022, this exhibition explores the power of art to promote individual and community wellbeing.	January-May 2022
	In following the City Council direction in 2021, the Palo Alto Public Art Program recently launched the Dr. Martin Luther King Jr. & Coretta Scott King Artist Residency. The Public Art Commission approved Rayos Magos as the first artist for the King Artist Residency, based on recommendations by a selection panel. Rayos Magos will utilize the power of storytelling and imagery in community conversations about culture, identity, and mental health within Latinx/BIPOC communities living and/or working in Palo Alto. Community programming began in February.	February 2022

Major City Priorities	Engagement Options Identified	Timeframe
	Weekly Women's History Month Storytimes (March 2022), planning to do storytimes and other events for AAPI in May 2022 and other library events specific to race and equity.	
	AAPI Heritage Month- community celebration of events hosted by the Library, Community Services Department and many community groups	May 2021
	Microaggressions Training for Boards, Commission and Committee members	Spring 2022
<b>Community Health and Safety</b>	Wellness Wednesdays	Monthly in 2021/ now transitioned to every Thursday through the Art Center
	Together Again Community Week	September 2021
<b>Housing</b>	Housing Element Working Group	Began June 2021- Ongoing
	Housing Element Ad Hoc Committee	Ongoing
	Renter Protection Outreach	Ongoing
	Rental Protections Panel Discussion	December 2020
	Safe Parking Community Meetings	Fall 2021
<b>Economic Recovery</b>	Uplift Local Monthly Community Meetings	Monthly through Fall 2021
	Monthly Business Meetings for the University Ave., California Avenue, and other business interests	Monthly through December 2021/Now transitioning to Chamber partnership
<b>Tree Ordinance</b>	Two community meetings planned. Second meeting tentative for May 2022.	April 6, 2022

Major City Priorities	Engagement Options Identified	Timeframe
	Parks and Recreation Commission	April 2022*
	Architectural Review Board	April 2022*
	Online Survey	May 2022
	City Council Consideration <i>*Tentative dates</i>	June 2022*
<b>Grade Separation</b>	Town Halls Virtual Town Hall XCAP Word on the Street Meetups (neighborhood specific open house) Virtual Panel Q&A Sessions  Community & Stakeholder Outreach Through: <ul style="list-style-type: none"> <li>• Rail Committee</li> <li>• Pedestrian and Bicycle Advisory Committee</li> <li>• City/School Traffic Liaison Committee</li> <li>• PAUSD</li> <li>• Caltrain</li> </ul>	2020-2021       Ongoing

### Other Work Plan Elements and Examples of Department-Specific Community Engagement

In addition to the table above that summarizes work completed, underway or planned, there are regular work elements with community engagement associated, which are typically department-led efforts. From an overall standpoint, this type of outreach typically is asking for community input on specific areas of the City's work plan implementation to help further decision-making on areas such as policies and programs, service delivery, capital improvement projects, and also used to bring the community together through community events. Some examples of annual community events that the City produces and sponsors each year can be found [here](#) on page 73.

Examples of policy issues and topics that are tied to this department-specific work, and examples of community events that seek to bring the community together include:

- Planning/Objective Standards (Planning)
- Wireless Communication Facilities Ordinance and Resolution (Planning)

- Airplane Noise Ground Based Augmentation System Community Meeting (Public Works)
- Parking in Lieu Downtown Office Parking Ban (will also address Housing Work Plan Task 2.4.5) (Planning)
- Building Code Update, Reach Code Update & Ordinance RE: Substantial Remodels (Planning)
- Cubberley Masterplan (Community Services)
- Ambulance Subscription Program (Fire)
- Parking permit and programs (Transportation)
- University Avenue Streetscape (Public Works)
- Charleston/Arastradero Corridor project (Public Works)
- Churchill/Alma Safety Intersection Improvements (Section 130) (Transportation)
- Park openings and the Palo Alto Junior Museum & Zoo grand opening celebration (Community Services and Public Works)
- Summer concerts and community events such as May Fete (Community Services)
- Bicycle and Pedestrian Transportation Plan Update (Transportation)
- South Palo Alto Bikeways Project (Transportation)
- On-demand Transit Service (Transportation)
- Traffic Signal Modifications at San Antonio & Charleston (Transportation)
- Micro-mobility Launch (E-scooters/Bike-share) (Transportation)
- Electric Vehicles Workshops -March –October 2022 (Utilities)
- Neighborhood Traffic Safety and Bike Boulevards Project (Transportation)
- Restart Cool Block neighborhood engagement (City Manager's Office)
- Neighbors Abroad Sister City/Sibling City Cultural Day (City Manager's Office)
- Community safety trainings and Emergency Services Volunteer programming (Office of Emergency Services)
- Summer Reading Program, Remaker Faire, Palo Alto Reads (Library)

### **Examples of Communications and Engagement Options Used in Support of Civic Participation**

The City is committed to informing and engaging the community on City programs, priorities, and services. From a communications standpoint, there are several ways that the City is supporting building awareness and informing the public about community events, City policies and programs, City events, and sharing opportunities to participate in the City's decision-making process.

With the launch of the City's new website in early 2021, the use of the new and enhanced City website calendar is one new way to inform and engage the community about upcoming ways to participate in City events and meetings. The City also uses Nextdoor and Facebook calendars, when possible. Sharing public information through digital platforms has worked well to increase community awareness of programs and services, including existing communications channels such as blog posts, websites, and social media channels including Nextdoor, Nixle and more. The City also uses its survey platform through OpenGov, called Open Town Hall to offer online

surveys and polls as an additional engagement opportunity throughout the year. During our virtual environment, the City has hosted several Zoom conversations with the community and during these sessions utilize polls, surveys and the Q and A feature to engage and gain feedback.

Informally, the City also looks to neighborhood, educational, and community organizations with existing strong community connections such as Palo Alto Neighborhoods (PAN), Stanford University, Cool Block, Emergency Service Volunteers and many more to engage and inform. These existing groups share engagement opportunities with their community networks, acting as ambassadors for increased public dialogue and engagement. We will continue to use these and other existing community groups and networks to enhance communications and engagement efforts.

#### **TIMELINE**

The recommended activities outlined above are to be pursued within the 2022 calendar year.

#### **STAKEHOLDER ENGAGEMENT**

The staff report outlines a series of citywide and department-specific engagement efforts planned to implement the City's workplans.

#### **RESOURCE IMPACTS**

The details shared above provide activities planned using existing staff resources.

#### **ENVIRONMENTAL REVIEW**

This agenda item is informational only and is not a "project" requiring review under the California Environmental Quality Act (CEQA).



## City of Palo Alto City Council Staff Report

(ID # 14149)

Meeting Date: 3/14/2022

**Title: Item 5 Supplemental Report: Adoption of Side letters of Agreement with Utilities Management and Professional Association of Palo Alto (UMPAPA), International Association of Fire Fighters (IAFF), Fire Chiefs Association (FCA), Palo Alto Peace Officers' Association (POA), Palo Alto Police Management Association (PMA), and Services Employees International Union Local 521 (SEIU); and Updated Salary Schedules for Management and Professional Employees, SEIU Hourly Unit, and Limited Hourly Employees.**

**From: City Manager**

This memorandum is a supplemental report for agenda item 5 scheduled on the March 14, 2022 Council agenda. Subsequent to the release of the staff report, additional agreements were reached with employee bargaining units. This supplemental item recommends a re-titling of the item to notice all employee bargaining units, as well as updated recommendation language for full inclusion of all adjustments. A second supplemental item is expected to be released on Monday March 14<sup>th</sup> detailing all revised salary schedules in accordance with these new agreements.

### **New Title and Additional Recommendation**

Item 5: Adoption of Side letters of Agreement with Utilities Management and Professional Association of Palo Alto "UMPAPA", International Association of Fire Fighters IAFF "IAFF", Fire Chiefs Association "FCA", Palo Alto Peace Officers' Association (POA), Palo Alto Police Management Association (PMA), and Services Employees International Union Local 521 (SEIU); and Updated Salary Schedules for Management and Professional Employees, SEIU Hourly Unit, and Limited Hourly Employees.

Staff recommends that the City Council also:

4) Adopt a Letter of Agreement extending the existing contract with Palo Alto Peace Officers' Association (POA); Palo Alto Police Management Association (PMA), and Services Employees International Union Local 521 (SEIU).

### **Background**



On March 14, 2022, Staff is bringing Letter of Agreements for Council adoption extending existing contracts with the following groups: Utilities Management and Professional Association of Palo Alto (UMPAPA), International Association of Fire Fighters Local 1319 (IAFF), and the Palo Alto Fire Chiefs Association (FCA) in Council Report #14069.

Since publication of Council Report #14069 on March 3, 2022, Staff successfully negotiated Letters of Agreement with POA, PMA and SEIU to extend their current contracts.

The Palo Alto Peace Officers' Association (POA) and Palo Alto Police Management Association (PMA) represents both front line and supervisory police personnel. The POA and PMA represent approximately 78 police personnel providing public safety services to the community. POA and PMA are currently covered by Agreements that are set to expire June 30, 2022.

The Service Employees International Union (SEIU) represents the City's largest bargaining unit with approximately 544 full-time positions. The positions support nearly all areas of City services including Utilities, Public Works, Public Safety, Community Services and Libraries. The current Memorandum of Agreement expired December 31, 2021.

## **Discussion**

As outlined in Staff Report #14069 the City is addressing cost of living indicators and regional economic factors through the actions brought to Council by recommending a 4% COLA.

POA and PMA agreed to defer their contractually negotiated general wage increase to assist the City in navigating the sudden and unexpected impact of COVID-19 on the City's FY21 budget. Similar actions were not taken by surrounding Police agencies. POA and PMA represented employees last received a salary increase, the deferred increase noted above, July 1, 2021.

SEIU represented employees continued to provide critical services to the community throughout the pandemic with much of their membership unable to work remotely due to the nature of their work. SEIU's contract expired on December 31, 2021. SEIU represented employees last received a salary increase December 1, 2020.

Below is a high-level overview of the Letters of Agreement for each bargaining group:

### **(4) POA**

- a. 4% Cost of Living Adjustment effective April 1, 2022 paycheck

- b. New expiration date of December 31, 2022
- (5) PMA
  - a. 4% Cost of Living Adjustment effective April 1, 2022 paycheck
  - b. New expiration date of December 31, 2022
- (6) SEIU
  - a. 4% Cost of Living Adjustment effective April 1, 2022 paycheck
  - b. New expiration date of December 31, 2022

Revised salary schedules will be distributed at places on Monday, March 14, 2022 to show the new ranges. In the event a Labor Group does not ratify the Letter of Agreement by March 21, 2022, the increases will not take effect for the April 1, 2022 paycheck and an update to Council will be provided.

### **Resource Impact**

Approval of the staff recommendations outlined in this Supplemental Report will result in compensation adjustments beginning in the April 1, 2022 pay period for PAPOA, PMA, and SEIU labor groups. The City will incur an additional 16 weeks of costs in the current fiscal year that is expected to be absorbed through salary savings from vacant positions.

In FY 2023, the 4% increase for PAPOA, PMA, and SEIU will result in approximately \$3.2 million in annual costs (\$1.5 million in the General Fund).

In total, the FY 2023 additional costs for compensation adjustments for all groups (MGMT, UMPAPA, IAFF, FCA, POA, PMA, SEIU) in Council Report #14069 and this report will result in approximately \$5.7 million in annual costs (\$3.6 million in the General Fund). This calculation is based on salary and variable benefit costs only; it does not include any impacts to the unfunded accrued liability for pension costs.

The City's pension trust manager, CalPERS, issues an annual valuation in July/August that determines employer contributions for the coming fiscal year. By practice, CalPERS uses member data two years in arrears; therefore, the impact on pension costs are expected to materialize in FY 2025/26.

#### **Attachments:**

- **Attachmenta:** POA Letter of Agreement Extension 3.14.22
- **Attachmentb:** SEIU Letter of Agreement Extension 3.14.22
- **Attachmentc:** PMA Letter Of Agreement Extension 3.14.22

Proposed Letter of Agreement

City of Palo Alto and Palo Alto Peace Officers' Association

March 14, 2022 – December 31, 2022



## I. Introduction and MOA Term Extension

Both the City and the Palo Alto Peace Officers' Association (Association) have a mutual interest in extending the current Memorandum of Agreement (MOA) as set forth below. All other terms of the existing MOA, as modified by the July 1, 2020 Letter of Agreement between the parties, shall continue in effect through December 31, 2022.

## II. Duration

The Parties agree to amend Section 48 ("Duration") of the current MOA to extend the duration of the contract, for an expiration of December 31, 2022.

## III. Salary

The Parties agree to amend Section 7 ("Salary Provisions") of the current MOA to include the following:

Effective the first full pay period including adoption of this side Letter of Agreement by City Council, salary ranges of all represented classifications will be increased by four percent (4%).

For the Association:

\_\_\_\_\_  
Sgt. Ken Kratt Date

\_\_\_\_\_  
Agent Chris Correia Date

\_\_\_\_\_  
Sgt. Joel Hornung Date

\_\_\_\_\_  
Agt. Josh Salkeld Date

\_\_\_\_\_  
Sgt. Alex Afanasiev Date

\_\_\_\_\_  
Peter A Hoffmann, Rains Lucia Stern Date

For the City:

\_\_\_\_\_  
City Manager Ed Shikada Date

\_\_\_\_\_  
City Attorney Molly Stump Date

\_\_\_\_\_  
HR Director Rumi Portillo Date

\_\_\_\_\_  
Chief Robert Jonsen Date

\_\_\_\_\_  
ER Manager Nick Raisch Date

\_\_\_\_\_  
Sr. HR Administrator Tori Anthony Date

Proposed Letter of Agreement

City of Palo Alto and Service Employees International Union (SEIU) Local 521

January 1, 2022 – December 31, 2022



City of Palo Alto and Service Employees International Union (SEIU) Local 521  
Proposed Letter of Agreement: January 1, 2022 – December 31, 2022

## I. Introduction and MOA Term Extension

Both the City and the Service Employees International Union (SEIU) Local 521 have a mutual interest in extending the current Memorandum of Agreement (MOA) as set forth below. All other terms of the existing MOA shall continue in effect through December 31, 2022.

## II. Salary

The Parties agree to amend Appendix A of the current MOA to include the following:

Effective the pay period including the adoption of this Letter of Agreement by the City Council (anticipated Council meeting March 14, 2022, PP07) and ratification by the Union, a four percent (4%) cost of living increase will be applied to the salary ranges for all represented classes.

## III. Term

The Parties agree to amend Article XXVII (“Term”) of the current MOA to extend the duration of the contract, for an expiration of December 31, 2022.

For the Association:

\_\_\_\_\_  
Xochitl Lopez, Chief Negotiator      Date

\_\_\_\_\_  
Chris Brickner, Chapter Chair      Date

\_\_\_\_\_  
Eidref Laxa, Worksite Organizer      Date

\_\_\_\_\_  
Lynn Krug      Date

\_\_\_\_\_  
Ratu Serumalani      Date

\_\_\_\_\_  
Martha Walters      Date

For the City:

\_\_\_\_\_  
Ed Shikada, City Manager      Date

\_\_\_\_\_  
Rumi Portillo, HR Director      Date

\_\_\_\_\_  
Molly Stump, City Attorney      Date

\_\_\_\_\_  
Nicholas Raisch, ER Manager      Date

\_\_\_\_\_  
Tori Anthony, Chief Negotiator      Date

Proposed Letter of Agreement

City of Palo Alto and Palo Alto Police Management Association

March 14, 2022 – December 31, 2022



## Section I. Introduction and MOA Term Extension

Both the City and the Palo Alto Police Management Association (Association) have a mutual interest in extending the current Memorandum of Agreement (MOA) as set forth below. All other terms of the existing MOA, as modified by the July 1, 2020 Letter of Agreement between the parties, shall continue in effect through December 31, 2022.

## Section II. Duration

The Parties agree to amend Article XI Section 50 (“Duration”) of the current MOA to extend the duration of the contract, for an expiration of December 31, 2022.

## Section III. Salary

The Parties agree to amend Article II Section 3 (“Salary”) and Appendix A-1 of the current MOA to include the following:

Effective the first full pay period including adoption of this Letter of Agreement by City Council, salary ranges of all represented classifications will be increased by four percent (4%).

For the Association:

For the City:

\_\_\_\_\_  
James Reifschneider, A. Captain      Date

\_\_\_\_\_  
Ed Shikada, City Manager      Date

\_\_\_\_\_  
April Wagner, Captain      Date

\_\_\_\_\_  
Rumi Portillo, HR Director      Date

\_\_\_\_\_  
Molly Stump, City Attorney      Date

\_\_\_\_\_  
Robert Jonsen, Police Chief      Date

\_\_\_\_\_  
Nicholas Raisch, ER Manager      Date

\_\_\_\_\_  
Tori Anthony, SR HR Administrator      Date





## City of Palo Alto City Council Staff Report

(ID # 14148)

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**Meeting Date: 3/14/2022**

**Title: Item 11 Supplemental Report: City Council Discussion with the Independent Police Auditor and Possible Approval of a Performance Review on Recruitment and Hiring**

**From: City Manager**

**Lead Department: City Manager**

### **Supplemental Report**

As the City Council considers a special topic for the Independent Police Auditor (IPA) to review for 2022, staff is providing the draft scope of work below. This scope of work was coordinated between OIR and City staff, and completed after the initial staff report was issued for this item. If the City Council generally agrees with the scope of work, staff can execute the Task Order per the contract. Staff also lists two other potential process review items for future years.

### **Proposed Process Review Scope of Work (March 9, 2022)**

#### **Recruitment and Hiring Process Review**

IPA would conduct a review of PAPD's Recruitment and Hiring Processes to assess the extent to which the PAPD recruiting and hiring strategy and standards reflect contemporary thinking about candidate eligibility, suitability, and potential, including contemporary practices from a diversity and inclusion lens. The report will reference the PAPD demographic information included in the City's Race and Equity work. The IPA recruitment and hiring process review will cover the following areas:

- Recruiting efforts (including job posting/advertising venues, and job fairs)
- Review of application process and interview process and questions
- Review of background investigations

Deliverable: a public report with a presentation to the City Council.

IPA believes that this review could be conducted within the budgetary bounds of the existing contract. IPA could complete the review within 90-120 days of receipt of assignment.

An example of a report from another jurisdiction (Madison, Wisconsin) where the IPA studied many things including recruitment and hiring can be found online here:

[https://www.oirgroup.com/files/ugd/d85a96\\_75f806fb3bb74266819b6a9bb6a4b281.pdf](https://www.oirgroup.com/files/ugd/d85a96_75f806fb3bb74266819b6a9bb6a4b281.pdf)

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*Other future review topic areas (not included in the scope above):*

- Review of Field Training (FTO) / Probation process
- Review of the performance review process