



**CITY OF PACIFICA
CITY COUNCIL AGENDA**

**Council Chambers
2212 Beach Blvd
Pacifica, CA 94044**

Mayor Deirdre Martin
Mayor Pro Tem Sue Beckmeyer
Councilmember Sue Vaterlaus
Councilmember Mary Bier
Councilmember Mike O'Neill

April 13, 2020 (MONDAY)
www.cityofpacifica.org

CORONAVIRUS DISEASE (COVID-19) NOTICE

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-25-20 AND N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT AND PURSUANT TO THE ORDER OF THE HEALTH OFFICER OF SAN MATEO COUNTY DATED MARCH 16, 2020 AND MARCH 31, 2020. THIS MEETING IS NECESSARY SO THAT THE CITY CAN CONDUCT NECESSARY BUSINESS AND IS PERMITTED UNDER THE ORDER AS AN ESSENTIAL GOVERNMENTAL FUNCTION.

Consistent with the above-referenced Orders, this City Council Meeting will not be physically open to the public and City Councilmembers and staff will be video/teleconferencing into the meeting.

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting from home. Below is information on how to watch the meeting via cable and/or live stream and how to send in public comments that will be part of the public record.

How to Watch the Meeting:

- Watch on TV on local cable channel 26
- Watch a Live Stream of the meeting by following <https://www.cityofpacifica.org/LiveStream> or www.pacificcoast.tv

How to Submit Public Comments:

Please email your public comments to publiccomment@ci.pacificca.ca.us. Comments submitted by email should adhere to the following:

- Clearly indicate the Agenda Item No. or specify "Oral Communications" in the Subject Line for items not on the agenda
- Include the submitter's full name
- Limit word count to 350 words

Electronic Comments received by email will be monitored during the meeting. Members of the public are encouraged to submit Electronic Comments in advance by 5:00 p.m. on Monday, April 13. Electronic Comments will be read into the record, if requested, at the appropriate time with a maximum allowance of 3 minutes per individual comment, subject to the Mayor's discretion. The entire electronic comment may not be read into the record due to time limitations but it will become part of the record and will be available for public inspection.

The total duration of all public comments for each agenda item, including “Oral Communications”, will be limited to 30 minutes, or subject to the Mayor’s discretion, and comments expressing similar positions may be summarized or abridged to provide for a greater number of individual comments within the time limitation.

Note: The format of this meeting may be altered or the meeting may be cancelled if needed. You may check on the status of the meeting by visiting the City’s website at www.cityofpacifica.org for any updates.

7:00 PM OPEN SESSION

Call to Order

Roll Call

SPECIAL PRESENTATIONS

- A. San Mateo County Economic Development Association (SAMCEDA) Presentation - Business Resources & Information Related to COVID-19 Crisis (Roseanne Foust)

CONSENT CALENDAR

Items on the consent calendar will be adopted by one motion unless a Councilmember or person in the audience requests, before the vote on the motion, to have an item discussed. Time limit on comments is three minutes or less.

1. Approval of Disbursements for 02/16/20 through 02/29/20 and for 03/01/20 through 03/15/20.
PROPOSED ACTION: Move to approve attached lists of disbursements for 02/16/20 through 02/29/20 and disbursements for 03/01/20 through 03/15/20.
2. Approval of Minutes
PROPOSED ACTION: Move to approve the minutes of the regular City Council meeting held on March 9, 2020 and the Special City Council meeting held on March 18, 2020.
3. Adoption of Proclamation Confirming Existence of a Local Emergency at the Anza Pump Station
PROPOSED ACTION: Move to adopt Resolution ratifying the Proclamation of the Existence of a Local Emergency at the Anza Pump Station at the Pacifica State Beach.
4. Proclamation Confirming Existence of Local Emergency of the Pacifica Coastline from Westline Drive to the End of Beach Boulevard.
PROPOSED ACTION: Accept report and make a determination that conditions of local emergency continue to exist within the Pacifica Coastline from Westline Drive to the end of Beach Boulevard.

5. Reauthorize the Consultant Services Agreement between the City of Pacifica and Trittech Software Systems for Asset and Infrastructure Management Software in connection to the Work Order System Project.
PROPOSED ACTION: Reauthorize Consultant Services Agreement to Trittech Software Systems (Attachment A) for Asset and Infrastructure Management Software in connection to the Work Order System Project; approve budget authority in the amount of \$144,837; and authorize the City Manager to execute all necessary documents related to this project.
6. Resolution of the City Council of the City of Pacifica Approving the Agreement Between the City of South San Francisco and the City of Pacifica for Police Communications Services.
PROPOSED ACTION: Adopt a resolution approving the Agreement Between the City of South San Francisco and the City of Pacifica for Police Communication Services (included as Exhibit A).
7. Reclassify, and increase time base for, positions within Parks, Beaches, and Recreation and update related job descriptions and salary schedules
PROPOSED ACTION:
 1. Move to authorize reallocating funding from Senior Services Assistant Supervisor position to Community Services Coordinator within the Parks, Beaches and Recreation Department.
 2. Move to authorize increasing the time base of the Driver (Bus/Van) and reclassify the position to Transportation Specialist within the Parks, Beaches and Recreation Department.
 3. Move to adopt a Resolution approving revising the job descriptions, titles and salaries for the updated Community Services Coordinator and Transportation Specialist classifications.

ORAL COMMUNICATIONS

This portion of the Agenda is available for the public to address the City Council on any issue that is not on the Agenda. Any person wishing to address the Council shall be recognized by the Mayor during Oral Communications, provided, however, that during the Oral Communications portion of the agenda, only items not on the agenda for that meeting may be addressed. All remarks shall be addressed to the Council as a body and not to any member thereof. Councilmembers shall not enter into debate with speakers under Oral Communications. A maximum time of three minutes will be allowed for any speaker. Pursuant to Pacifica Municipal Code Title 2, Chapter 1, Section 2-1.118 any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the presiding officer and, if such conduct continues, may, at the direction of the presiding officer, be ordered barred from further audience before the Council during the meeting.

COUNCIL COMMUNICATIONS

The purpose of Council Communications is for Councilmembers to inform each other of items of potential interest to other Councilmembers, such as interagency meetings.

STAFF COMMUNICATIONS

The purpose of Staff Communications is for the City Manager to offer announcements as appropriate.

PUBLIC HEARINGS - NONE

CONSIDERATION

8. Consideration of Adoption of an Urgency Ordinance Establishing a Temporary Moratorium on Commercial Tenant Evictions for Non-Payment of Rent for Tenants Impacted by the COVID-19 Pandemic in the City of Pacifica.

PROPOSED ACTION: Consider Adoption by 4/5 vote an Urgency Ordinance Establishing a Temporary Moratorium on Commercial Tenant Evictions for Non-Payment of Rent for Tenants Impacted by the COVID-19 Pandemic in the City of Pacifica.

9. Appointments to the Planning Commission; Beautification Advisory Committee; and Emergency Preparedness & Safety Commission

PROPOSED ACTION:

- 1) Move to appoint three (3) applicants to the Planning Commission for one partial term expiring March 2022 and two full-terms to expire March 2024;
- 2) Move to appoint two (2) applicants to the Beautification Advisory Committee for one partial term expiring March 2022 and one full-term to expire March 2024; and
- 3) Move to appoint one (1) applicant to the Emergency Preparedness & Safety Commission for a partial term expiring October 2021.

ADJOURN

NOTICE: If you challenge a city's zoning, planning or other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Judicial review of any city administrative decision may be had only if a petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environmental determinations may be subject to a shorter time period for litigation, in certain cases 30 days following the date of the final decision

The City of Pacifica will provide assistance for disabled citizens upon at least 24 hours advance notice to the City Manager's Office (650) 738-7301, or send request via email to: coffey@ci.pacifica.ca.us if you need sign language assistance or written material printed in a larger font or taped, advance notice is necessary. All meeting rooms are accessible to the disabled.

The Pacifica Municipal Code is available on line at the City's website (www.cityofpacificca.org/municode);

HOW TO OBTAIN CITY COUNCIL AGENDAS

Posted agendas:

Agendas are posted no later than Friday prior to the City Council meeting date, at the entrance to City Hall, 170 Santa Maria Avenue

View on the Internet:

Follow the link to Council agenda, at www.cityofpacificca.org

E-mail subscription:

Send a request to Sarah Coffey, at coffeys@ci.pacifica.ca.us

City Clerk's Office/City Manager's Office

City Hall, 170 Santa Maria Avenue, 2nd Floor

Council meetings:

Agendas are available at the City Council meeting

HOW TO REACH YOUR GOVERNMENT OFFICIALS

- Governor Gavin Newsom, State Capitol Building, Sacramento CA 95814 (916) 445-2841
- State Senator Jerry Hill, 1528 So. El Camino Real, Suite 303, San Mateo CA 94402 (650) 212-3313
- Assembly Member Kevin Mullin, 1528 South El Camino Real, Suite 302 San Mateo, CA 94402 (650) 349-2200
- Congresswoman Jackie Speier, 155 Bovet Road, Suite 780, San Mateo CA 94402 (650) 342-0300
- Senator Kamala Harris, 50 United Nations Plaza, San Francisco CA 94102 (213) 894-5000
- Senator Dianne Feinstein, #1 Post Street, Suite 2450, San Francisco CA 94104 (415) 393-0707
- President Donald J. Trump, 1600 Pennsylvania Ave. NW, Washington DC 20500

CITY COUNCIL

- Mayor Deirdre Martin, martind@ci.pacifica.ca.us
- Mayor pro Tem Sue Beckmeyer, beckmeyers@ci.pacifica.ca.us
- Councilmember Sue Vaterlaus, vaterlauss@ci.pacifica.ca.us
- Councilmember Mary Bier, bierm@ci.pacifica.ca.us
- Councilmember Mike O'Neill, o'neillm@ci.pacifica.ca.us



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Approval of Disbursements for 02/16/20 through 02/29/20 and for 03/01/20 through 03/15/20.

RECOMMENDED ACTION:

Move to approve attached lists of disbursements for 02/16/20 through 02/29/20 and disbursements for 03/01/20 through 03/15/20.

STAFF CONTACT:

Lorenzo Hines Jr., Assistant City Manager
(650) 738-7301
lhines@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

Staff has submitted the following disbursements for Council approval:

- Disbursements dated 02/16/20 through 02/29/20 in the amount of \$939,729.81 as written on regular checks numbered 50524-50698 (Attachment A).
- Disbursements dated 03/01/20 through 03/15/20 in the amount of \$639,218.15 as written on regular checks numbered 50699-50892 (Attachment B).

These disbursements are for Fiscal Year 2019-2020.

FISCAL IMPACT:

These disbursements are within budgeted appropriations.

ORIGINATED BY:

Finance Department

ATTACHMENT LIST:

Attachment A: FY 2019-2020 Disbursements 50524-50698 (PDF)
Attachment B: FY 2019-2020 Disbursements 50699-50892 (PDF)

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REPORT PARAMETERS

ORGANIZATION : 001
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 PRINT DETAILS : N
 ORG NAME FOR EXTRACT FILE : PACIFICA

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1	50524	\$1217.25	02/19/20	00009	8	AT&T	S	OUTSTANDING
1	50525	\$67.49	02/19/20	00136	0	ALHAMBRA	S	OUTSTANDING
1	50526	\$136.16	02/19/20	00009	0	AT&T	S	OUTSTANDING
1	50527	\$1319.91	02/19/20	03885	1	BATTLE BORN MEDIA	S	OUTSTANDING
1	50528	\$1138.75	02/19/20	04564	0	BERGDAVIS	S	OUTSTANDING
1	50529	\$12507.56	02/19/20	02502	0	BURKE WILLIAMS AND SORESENSEN LLP	S	OUTSTANDING
1	50530	\$2750.00	02/19/20	00011	0	C.W.E.A.	S	OUTSTANDING
1	50531	\$356.00	02/19/20	00014	5	CALIFORNIA STATE OF	S	OUTSTANDING
1	50532	\$2873.73	02/19/20	00507	0	CHILDCARE CAREERS	S	OUTSTANDING
1	50533	\$54.94	02/19/20	00510	0	CINTAS CORPORATION #464	S	OUTSTANDING
1	50534	\$86.95	02/19/20	02168	1	COMCAST	S	OUTSTANDING
1	50535	\$1469.65	02/19/20	04436	0	CORPORATE WAREHOUSE SUPPLY	S	OUTSTANDING
1	50536	\$345.00	02/19/20	00022	50	COUNTY OF SAN MATEO	S	OUTSTANDING
1	50537	\$50.00	02/19/20	00022	28	COUNTY OF SAN MATEO ANIMAL LICENSING	S	OUTSTANDING
1	50538	\$5759.04	02/19/20	00653	0	DELL MARKETING L.P.	S	OUTSTANDING
1	50539	\$3000.00	02/19/20	02201	0	DISCOUNT PLUMBING, INC.	S	OUTSTANDING
1	50540	\$99.00	02/19/20	03372	0	DISCOVERY BENEFITS	S	OUTSTANDING
1	50541	\$640.52	02/19/20	00001	222	DONG, ALAN	S	OUTSTANDING
1	50542	\$698.73	02/19/20	02793	0	EAST PENN MANUFACTURING CO., INC	S	OUTSTANDING
1	50543	\$964.71	02/19/20	03458	0	EOA INC	S	OUTSTANDING
1	50544	\$77.00	02/19/20	00758	0	EXPERIAN	S	OUTSTANDING
1	50545	\$165.00	02/19/20	00788	0	FIRE ALERT, INC.	S	OUTSTANDING
1	50546	\$1652.93	02/19/20	00875	0	GRANITE ROCK COMPANY #26577	S	OUTSTANDING
1	50547	\$2041.09	02/19/20	04859	1	HOME DEPOT CREDIT SERVICES	S	OUTSTANDING
1	50548	\$6000.00	02/19/20	04887	0	INTERMOUNTAIN INFRASTRUCTURE GROUP	S	OUTSTANDING
1	50549	\$284283.09	02/19/20	04086	0	JACK DOHENY COMPANIES, INC	S	OUTSTANDING
1	50550	\$1366.85	02/19/20	04085	0	JAMES FORD, INC.	S	OUTSTANDING
1	50551	\$442.09	02/19/20	01014	0	JOHN THE SIGN GUY LLC	S	OUTSTANDING
1	50552	\$2352.09	02/19/20	01812	1	KBA DOCUSYS	S	OUTSTANDING
1	50553	\$579.39	02/19/20	01812	2	KBA DOCUSYS	S	OUTSTANDING
1	50554	\$417.96	02/19/20	00001	329	LECHLEITNER, RICHARD	S	OUTSTANDING
1	50555	\$50.88	02/19/20	01095	0	LINDA MAR HARDWARE	S	OUTSTANDING
1	50556	\$796.44	02/19/20	03264	0	LOGO OUTFITTERS	S	OUTSTANDING
1	50557	\$85.00	02/19/20	00001	258	MURDOCK, CHRISTIAN	S	OUTSTANDING
1	50558	\$1150.40	02/19/20	04549	0	NAF SERVICES, INC.	S	OUTSTANDING
1	50559	\$417.96	02/19/20	00001	278	NGAI, LAWRENCE	S	OUTSTANDING
1	50560	\$6656.66	02/19/20	01206	0	NORTH COAST COUNTY WATER DIST.	S	OUTSTANDING
1	50561	\$812.00	02/19/20	00001	299	O'CONNOR, BONNY	S	OUTSTANDING
1	50562	\$388.52	02/19/20	01217	0	OFFICE DEPOT	S	OUTSTANDING
1	50563	\$2738.40	02/19/20	03626	0	OFFICE TEAM	S	OUTSTANDING
1	50564	\$46.04	02/19/20	01243	0	PACIFIC MANOR HARDWARE, INC.	S	OUTSTANDING
1	50565	\$31.13	02/19/20	04418	0	PACIFIC OFFICE AUTOMATION	S	OUTSTANDING
1	50566	\$20986.19	02/19/20	01250	0	PACIFICA COMMUNITY TELEVISION	S	OUTSTANDING
1	50567	\$77.95	02/19/20	01758	3	PACIFICA FIREFIGHTERS ASSOCIATION	S	OUTSTANDING
1	50568	\$750.00	02/19/20	01297	0	PARS	S	OUTSTANDING
1	50569	\$3552.64	02/19/20	01289	0	PENINSULA UNIFORMS & EQUIPMENT, INC	S	OUTSTANDING
1	50570	\$3260.88	02/19/20	04885	0	RECOLOGY OF THE COAST	S	OUTSTANDING
1	50571	\$4440.00	02/19/20	04802	0	RECORDS CONTROL SERVICES	S	OUTSTANDING
1	50572	\$6207.25	02/19/20	03997	0	RESA POWER SOLUTIONS	S	OUTSTANDING
1	50573	\$24250.00	02/19/20	04806	0	RICHARD SMITH	S	OUTSTANDING
1	50574	\$236.25	02/19/20	00001	261	RILEY, TOMAS	S	OUTSTANDING

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1	50575	\$11.50	02/19/20	03191	0	RYAN, DAVID	S	OUTSTANDING
1	50576	\$4150.40	02/19/20	00022	8	SAN MATEO COUNTY CONTROLLER	S	OUTSTANDING
1	50577	\$118.06	02/19/20	01423	0	SAN MATEO LAWN MOWER SHOP	S	OUTSTANDING
1	50578	\$55.00	02/19/20	01425	0	SAN MATEO REGIONAL NETWORK INC	S	OUTSTANDING
1	50579	\$63.50	02/19/20	02483	0	SANTA ROSA JUNIOR COLLEGE	S	OUTSTANDING

1	50580	\$255.46	02/19/20	01498	0 SMART & FINAL	S OUTSTANDING
1	50581	\$25.72	02/19/20	04888	0 STEVEN HAWKES	S OUTSTANDING
1	50582	\$1579.14	02/19/20	01587	0 TELECOMMUNICATIONS ENGINEERING ASSOCIATES	S OUTSTANDING
1	50583	\$1623.37	02/19/20	04299	0 THE GOODYEAR TIRE & RUBBER COMPANY	S OUTSTANDING
1	50584	\$2650.00	02/19/20	04359	0 TORRES CLEANING SERVICES, INC	S OUTSTANDING
1	50585	\$1034.54	02/19/20	01636	0 TURBO DATA SYSTEMS, INC.	S OUTSTANDING
1	50586	\$600.00	02/19/20	04420	0 URBAN ANALYTICS LLC	S OUTSTANDING
1	50587	\$3605.56	02/19/20	03835	0 US FOODS, INC	S OUTSTANDING
1	50588	\$776.07	02/19/20	01707	0 WEST COAST CONTRACTORS SERVICES	S OUTSTANDING
1	50589	\$650.00	02/19/20	01729	0 WITMER-TYSON IMPORTS, INC.	S OUTSTANDING
1	50590	\$.01	02/19/20	01751	0 ZUMAR INDUSTRIES, INC.	S VOIDED
1	50591	\$242.76	02/21/20	00814	1 CALIFORNIA STATE DISBURSEMENT UNIT	S OUTSTANDING
1	50592	\$215.00	02/21/20	00814	0 FRANCHISE TAX BOARD	S OUTSTANDING
1	50593	\$836.84	02/21/20	03694	0 MICHELLE L DOMINICI	S OUTSTANDING
1	50594	\$246.00	02/21/20	01767	0 NPFBA	S OUTSTANDING
1	50595	\$1889.01	02/21/20	01758	1 PACIFICA FIREFIGHTERS UNION	S OUTSTANDING
1	50596	\$439.00	02/21/20	01758	0 PACIFICA FIREFIGHTERS-LTD	S OUTSTANDING
1	50597	\$800.00	02/21/20	01759	0 PACIFICA POLICE OFFICERS ASSOCIATION	S OUTSTANDING
1	50598	\$180.00	02/21/20	01760	0 PACIFICA POLICE OFFICERS SAVINGS	S OUTSTANDING
1	50599	\$420.00	02/21/20	01769	0 PACIFICA POLICE SUPERVISORS ASSOCIATION	S OUTSTANDING
1	50600	\$2841.50	02/21/20	01764	0 TEAMSTERS LOCAL #856	S OUTSTANDING
1	50601	\$86.00	02/21/20	01764	2 TEAMSTERS LOCAL #856	S OUTSTANDING
1	50602	\$165.23	02/21/20	04898	0 NICHOLAS MEDINA	S OUTSTANDING
1	50603	\$26546.45	02/25/20	04608	0 TRI COUNTIES BANK	S OUTSTANDING
1	50604	\$1590.60	02/26/20	00009	8 AT&T	S OUTSTANDING
1	50605	\$1391.24	02/26/20	00058	1 3M	S OUTSTANDING
1	50606	\$620.00	02/26/20	03874	0 4LEAF INC	S OUTSTANDING
1	50607	\$611.44	02/26/20	00118	0 AIR EXCHANGE INC	S OUTSTANDING
1	50608	\$385.52	02/26/20	00045	2 ALBERTSONS / SAFEWAY	S OUTSTANDING
1	50609	\$297.00	02/26/20	04066	0 ALERT PEST CONTROL COMPANY INC	S OUTSTANDING
1	50610	\$1097.23	02/26/20	00056	0 ARAMARK	S OUTSTANDING
1	50611	\$179.52	02/26/20	00009	2 AT&T MOBILITY	S OUTSTANDING
1	50612	\$284.35	02/26/20	04666	0 B & D DONOR RECOGNITION	S OUTSTANDING
1	50613	\$115.78	02/26/20	03885	1 BATTLE BORN MEDIA	S OUTSTANDING
1	50614	\$17.83	02/26/20	00001	17 BAXTER, HERTA	S OUTSTANDING
1	50615	\$127.45	02/26/20	00293	0 BEARING AGENCIES INC	S OUTSTANDING
1	50616	\$1116.00	02/26/20	04880	0 BLADES GROUP, LLC	S OUTSTANDING
1	50617	\$1174.35	02/26/20	00335	0 BLUE RIBBON SUPPLY COMPANY	S OUTSTANDING
1	50618	\$204.00	02/26/20	00011	0 C.W.E.A.	S OUTSTANDING
1	50619	\$72.00	02/26/20	01690	0 CALTEST ANALYTICAL LAB	S OUTSTANDING
1	50620	\$173.07	02/26/20	00002	41 CARRASCO, IRENE (PETTY CASH)	S OUTSTANDING
1	50621	\$2373.93	02/26/20	00507	0 CHILDCARE CAREERS	S OUTSTANDING
1	50622	\$1841.95	02/26/20	00510	0 CINTAS CORPORATION #464	S OUTSTANDING
1	50623	\$949.69	02/26/20	00511	0 CINTAS FIRST AID & SAFETY	S OUTSTANDING
1	50624	\$195.00	02/26/20	00300	1 CITY OF BELMONT	S OUTSTANDING
1	50625	\$293.42	02/26/20	02168	1 COMCAST	S OUTSTANDING

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1	50626	\$14273.00	02/26/20	03787	0	CONTRACT SWEEPING SERVICES	S	OUTSTANDING
1	50627	\$8831.65	02/26/20	00611	1	CSG CONSULTANTS, INC.	S	OUTSTANDING
1	50628	\$566.48	02/26/20	00001	42	CUMMING, THOMAS	S	OUTSTANDING
1	50629	\$51.45	02/26/20	00001	182	CUNANAN, SUZANNE	S	OUTSTANDING
1	50630	\$4484.92	02/26/20	00025	0	DALY CITY/CITY OF	S	OUTSTANDING
1	50631	\$1000.00	02/26/20	04895	0	DAVID GILBERT	S	OUTSTANDING
1	50632	\$400.00	02/26/20	04046	0	DE VERA, ARTHUR	S	OUTSTANDING
1	50633	\$316.52	02/26/20	02808	0	DENTONI'S WELDING WORKS, INC.	S	OUTSTANDING
1	50634	\$505.00	02/26/20	01970	2	ECONOLITE SYSTEMS	S	OUTSTANDING
1	50635	\$3975.34	02/26/20	04386	0	EDGEWORTH INTEGRATION LLC	S	OUTSTANDING
1	50636	\$4100.00	02/26/20	04891	0	ENGINEERING/REMEDIATION RESOURCES GROUP INC	S	OUTSTANDING
1	50637	\$49910.00	02/26/20	04894	0	ESQUIVEL GRADING & PAVING, INC.	S	OUTSTANDING
1	50638	\$119.88	02/26/20	00001	303	EUGENIO, ANGELA	S	OUTSTANDING
1	50639	\$3463.13	02/26/20	03469	0	EVANTEC CORPORATION	S	OUTSTANDING
1	50640	\$1432.49	02/26/20	02767	0	FLYERS ENERGY, LLC	S	OUTSTANDING
1	50641	\$28453.75	02/26/20	03930	0	FREYER & LAURETA, INC.	S	OUTSTANDING
1	50642	\$51.45	02/26/20	00001	301	FRY, HAYDEN	S	OUTSTANDING
1	50643	\$43.00	02/26/20	04892	0	GARCIA JESSICAS M SR	S	OUTSTANDING
1	50644	\$835.48	02/26/20	00872	0	GRAINGER	S	OUTSTANDING
1	50645	\$750.00	02/26/20	03947	1	GRANICUS, INC.	S	OUTSTANDING
1	50646	\$3556.25	02/26/20	00927	2	HDL COREN & CONE	S	OUTSTANDING
1	50647	\$900.53	02/26/20	00919	1	HERC RENTALS INC.	S	OUTSTANDING
1	50648	\$81146.00	02/26/20	01005	0	JEFFERSON UNION HIGH SCH DIST	S	OUTSTANDING
1	50649	\$65.55	02/26/20	01014	0	JOHN THE SIGN GUY LLC	S	OUTSTANDING
1	50650	\$506.03	02/26/20	03700	0	KIMBALL MIDWEST	S	OUTSTANDING
1	50651	\$528.26	02/26/20	01055	1	KONE INC	S	OUTSTANDING
1	50652	\$14628.54	02/26/20	02166	0	KUBWATER RESOURCES, INC.	S	OUTSTANDING
1	50653	\$1540.43	02/26/20	01070	0	LAURETTA PRINTING COMPANY	S	OUTSTANDING
1	50654	\$627.47	02/26/20	01095	0	LINDA MAR HARDWARE	S	OUTSTANDING
1	50655	\$1000.00	02/26/20	04896	0	MARK MEDDERS	S	OUTSTANDING
1	50656	\$43.00	02/26/20	04890	0	MONIQUE DUBIEFPIXA	S	OUTSTANDING
1	50657	\$83.64	02/26/20	01194	0	NATIONAL CONSTRUCTION RENTALS, INC	S	OUTSTANDING
1	50658	\$694.76	02/26/20	03319	0	NEWEGG BUSINESS, INC.	S	OUTSTANDING
1	50659	\$2850.00	02/26/20	03814	0	NO MORE DIRT INC.	S	OUTSTANDING
1	50660	\$657.00	02/26/20	03656	0	NORTH AMERICAN FENCE & RAILING	S	OUTSTANDING
1	50661	\$89.97	02/26/20	01217	0	OFFICE DEPOT	S	OUTSTANDING
1	50662	\$135353.06	02/26/20	01240	0	PACIFIC GAS & ELECTRIC CO.	S	OUTSTANDING
1	50663	\$1918.15	02/26/20	01243	0	PACIFIC MANOR HARDWARE, INC.	S	OUTSTANDING
1	50664		02/26/20	01243	0	PACIFIC MANOR HARDWARE, INC.		UNISSUED

1	50665	\$105.95	02/26/20	01758	3 PACIFICA FIREFIGHTERS ASSOCIATION	S OUTSTANDING
1	50666	\$332.30	02/26/20	01289	0 PENINSULA UNIFORMS & EQUIPMENT, INC	S OUTSTANDING
1	50667	\$2750.00	02/26/20	01300	0 PEPPER BROS BUILDING MAINTENANCE	S OUTSTANDING
1	50668	\$281.88	02/26/20	01295	1 PETERSON	S OUTSTANDING
1	50669	\$1665.23	02/26/20	01336	0 QUILL CORPORATION	S OUTSTANDING
1	50670	\$15.01	02/26/20	00210	1 READY REFRESH BY NESTLE	S OUTSTANDING
1	50671	\$600.00	02/26/20	01990	0 RESCUE ROOTER	S OUTSTANDING
1	50672	\$34.50	02/26/20	01795	0 ROSS, LAURIE	S OUTSTANDING
1	50673	\$620.00	02/26/20	00055	0 SAN MATEO COUNTY FORENSIC LAB	S OUTSTANDING
1	50674	\$862.50	02/26/20	00022	9 SAN MATEO COUNTY INFORMATION SERVICES	S OUTSTANDING
1	50675	\$5169.67	02/26/20	04211	0 SAN MATEO COUNTY RESOURCE CONSERVATION DIST.	S OUTSTANDING
1	50676	\$180.00	02/26/20	00055	1 SAN MATEO MEDICAL CENTER	S OUTSTANDING

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CITY OF PACIFICA
CHECK REGISTER
CHECK RANGE: 50524 - 50698

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	TYPE	CHECK STATUS
1	50677	\$70.97	02/26/20	02182		0 SERVICE PRESS, INC.	S	OUTSTANDING
1	50678	\$701.88	02/26/20	01474		1 SHERRILL, INC.	S	OUTSTANDING
1	50679	\$148.21	02/26/20	00001		336 SLEPNIKOFF, THERESE	S	OUTSTANDING
1	50680	\$40000.00	02/26/20	04893		0 SMC FLOOD & SEA LEVEL RISE RESILIENCY DIST	S	OUTSTANDING
1	50681	\$125.00	02/26/20	00049		7 SMCLETMA	S	OUTSTANDING
1	50682	\$276.08	02/26/20	03307		0 SONSRAY MACHINERY LLC	S	OUTSTANDING
1	50683	\$6008.75	02/26/20	04881		1 SUNBELT TRANSFORMER, LTD	S	OUTSTANDING
1	50684	\$13179.60	02/26/20	01570		0 SYNAGRO WEST, LLC	S	OUTSTANDING
1	50685	\$376.27	02/26/20	01577		1 TARGET SPECIALTY PRODUCTS	S	OUTSTANDING
1	50686	\$7434.46	02/26/20	02066		3 TELEDYNE INSTRUMENTS, INC.	S	OUTSTANDING
1	50687	\$58.89	02/26/20	04874		0 THE DIRECTV GROUP, INC.	S	OUTSTANDING
1	50688	\$107.35	02/26/20	00002		52 TRAYER, MICHELLE (PETTY CASH)	S	OUTSTANDING
1	50689	\$25.00	02/26/20	00001		231 TRUJILLO, GABRIEL	S	OUTSTANDING
1	50690	\$232.62	02/26/20	02757		0 U.S. BANCORP EQUIPMENT FINANCE, INC.	S	OUTSTANDING
1	50691	\$175.55	02/26/20	01647		0 ULINE SHIPPING SUPPLY SPECIALISTS	S	OUTSTANDING
1	50692	\$1492.00	02/26/20	02527		0 UNIVERSAL BUILDING SERVICES	S	OUTSTANDING
1	50693	\$1904.66	02/26/20	03835		0 US FOODS, INC	S	OUTSTANDING
1	50694	\$233.17	02/26/20	02899		1 UTILITY TELECOM GROUP, LLC	S	OUTSTANDING
1	50695	\$204.72	02/26/20	01684		0 VERIZON WIRELESS	S	OUTSTANDING
1	50696	\$819.46	02/26/20	01673		0 VWR INTERNATIONAL	S	OUTSTANDING
1	50697	\$2096.00	02/26/20	01722		0 WILSEY & HAM	S	OUTSTANDING
1	50698	\$2625.00	02/26/20	04897		0 YBJ CONSTRUCTION	S	OUTSTANDING

TOTAL # OF ISSUED CHECKS: 175 TOTAL AMOUNT: 939,729.82

TOTAL # OF WIRES: 0 TOTAL AMOUNT: 0.00

TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS: 1 TOTAL AMOUNT: 0.01

TOTAL # OF ACH CHECKS: 0 TOTAL AMOUNT: 0.00

TOTAL # OF UNISSUED CHECKS: 1

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FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
001	GENERAL FUND	316,302.92	0.00
005	TRUST AND AGENCY FUND	550.09	0.00
009	STREET CONSTRUCTION FUND	620.00	0.00
010	GAS TAX MAINTENANCE FUND	50,297.65	0.01
012	HIGHWAY 1 IMPROVEMENT FUND	2,172.02	0.00
016	NPDES STORMWATER FUND	2,842.94	0.00
018	SEWER CHARGE FUND	186,840.15	0.00
027	P&R - R DAVIES TRUST	1,373.84	0.00
031	PACIFICA LIBRARY FUND	1,138.75	0.00
034	SEWER FACILITY CONSTRUCT. FUND	87,024.61	0.00
035	BEACH PARKING FUND	831.29	0.00
038	DISASTER ACCOUNTING FUND	83.64	0.00
071	MOTOR POOL OPERATIONS FUND	5,368.82	0.00
072	MOTOR POOL REPLACEMENT FUND	284,283.09	0.00
TOTAL -		939,729.81	0.01

NO CHECKS ISSUES FROM 2/16 - 2/18/20.

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REPORT PARAMETERS

ORGANIZATION : 001
 BANK : 1
 PRINT BY : CHECK #
 SORT OPTION : CHECK #
 PRINT DETAILS : N
 ORG NAME FOR EXTRACT FILE : PACIFICA

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CITY OF PACIFICA
 CHECK REGISTER
 CHECK RANGE: 50699 - 50892

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	TYPE	CHECK STATUS
1	50699	\$17.20	03/03/20	00001	13	AVILLA, SCOTT	S	OUTSTANDING
1	50700	\$106.95	03/03/20	00001	316	BROOKS, ELIZABETH	S	OUTSTANDING
1	50701	\$619.38	03/03/20	00001	36	CLEMENTS, CHRISTOPHER	S	OUTSTANDING
1	50702	\$3457.21	03/03/20	02767	0	FLYERS ENERGY, LLC	S	OUTSTANDING
1	50703	\$188.03	03/03/20	00001	62	FREDERICK, RYAN	S	OUTSTANDING
1	50704	\$83.93	03/03/20	00001	301	FRY, HAYDEN	S	OUTSTANDING
1	50705	\$74.12	03/03/20	00001	302	OFFINGER, NICHOLAS	S	OUTSTANDING
1	50706	\$9000.00	03/03/20	01597	1	THERMAL PROCESS SYSTEMS	S	OUTSTANDING
1	50707	\$2000.00	03/03/20	01657	2	U.S. POSTAL SERVICE	S	OUTSTANDING
1	50708	\$97.56	03/04/20	00092	0	AD BRAKES	S	OUTSTANDING
1	50709	\$291.84	03/04/20	00094	0	ADAM-HILL COMPANY, THE	S	OUTSTANDING
1	50710	\$16.90	03/04/20	00136	0	ALHAMBRA	S	OUTSTANDING
1	50711	\$272.00	03/04/20	03895	0	AMERICAN FIDELITY ADMINISTRATIVE SERVICES LLC	S	OUTSTANDING
1	50712	\$12.64	03/04/20	00223	0	AT WORK UNIFORMS	S	OUTSTANDING
1	50713	\$282.96	03/04/20	00225	0	ATCO INTERNATIONAL	S	OUTSTANDING
1	50714	\$572.00	03/04/20	03885	1	BATTLE BORN MEDIA	S	OUTSTANDING
1	50715	\$5781.50	03/04/20	04902	0	BENAIHA VENTURES, LLC	S	OUTSTANDING
1	50716	\$1022.52	03/04/20	00365	0	BROADMOOR LANDSCAPE SUPPLY	S	OUTSTANDING
1	50717	\$200.00	03/04/20	00001	28	BROWN, HOWARD	S	OUTSTANDING
1	50718	\$922.89	03/04/20	00449	0	CAL-LINE EQUIPMENT INC.	S	OUTSTANDING
1	50719	\$224.00	03/04/20	00014	5	CALIFORNIA STATE OF	S	OUTSTANDING
1	50720	\$2495.59	03/04/20	04899	0	CHARLES R. LEBAK	S	OUTSTANDING
1	50721	\$126.67	03/04/20	00510	0	CINTAS CORPORATION #464	S	OUTSTANDING
1	50722	\$163.85	03/04/20	03246	0	COAST COUNTIES PETERBILT & COAST COUNTIES PAC	S	OUTSTANDING
1	50723	\$902.83	03/04/20	02168	1	COMCAST	S	OUTSTANDING
1	50724	\$142.10	03/04/20	04677	0	CORODATA RECORDS MANAGEMENT INC	S	OUTSTANDING
1	50725	\$30148.00	03/04/20	00611	1	CSG CONSULTANTS, INC.	S	OUTSTANDING
1	50726	\$226.15	03/04/20	00622	0	CURTIS & SONS, L.N.	S	OUTSTANDING
1	50727	\$501.50	03/04/20	00632	0	DALTON TRACIE	S	OUTSTANDING
1	50728	\$1040.00	03/04/20	00771	0	DAVID L. SKROMME	S	OUTSTANDING
1	50729	\$44.25	03/04/20	03322	0	DENTONI TRUCK PARTS AND SERVICE	S	OUTSTANDING
1	50730	\$2400.00	03/04/20	02201	0	DISCOUNT PLUMBING, INC.	S	OUTSTANDING
1	50731	\$30743.39	03/04/20	01854	0	DYETT & BHATIA	S	OUTSTANDING
1	50732	\$227.05	03/04/20	04900	0	ERIN RICHARDS	S	OUTSTANDING
1	50733	\$8439.90	03/04/20	02767	0	FLYERS ENERGY, LLC	S	OUTSTANDING
1	50734	\$2984.50	03/04/20	04643	0	GATES & ASSOCIATES	S	OUTSTANDING
1	50735	\$87.40	03/04/20	01014	0	JOHN THE SIGN GUY LLC	S	OUTSTANDING
1	50736	\$1229.26	03/04/20	01812	1	KBA DOCUSYS	S	OUTSTANDING
1	50737	\$1442.11	03/04/20	01070	0	LAURETTA PRINTING COMPANY	S	OUTSTANDING
1	50738	\$581.15	03/04/20	01095	0	LINDA MAR HARDWARE	S	OUTSTANDING
1	50739	\$142.50	03/04/20	03111	0	MANAGEMENT PARTNERS	S	OUTSTANDING
1	50740	\$5420.00	03/04/20	01156	0	METROPOLITAN TRANSPORTATION COMMISSION	S	OUTSTANDING
1	50741	\$27.99	03/04/20	01177	0	MOSS RUBBER & EQUIPMENT	S	OUTSTANDING
1	50742	\$113.17	03/04/20	01188	1	MYERS TIRE-OAKLAND #17	S	OUTSTANDING
1	50743	\$83.64	03/04/20	01194	0	NATIONAL CONSTRUCTION RENTALS, INC	S	OUTSTANDING
1	50744	\$2000.00	03/04/20	04185	0	NEVTEC	S	OUTSTANDING
1	50745	\$254.75	03/04/20	04346	0	NEW A AND A TOP AND TRIM	S	OUTSTANDING
1	50746	\$58.61	03/04/20	03319	0	NEWEGG BUSINESS, INC.	S	OUTSTANDING
1	50747	\$4529.72	03/04/20	01206	0	NORTH COAST COUNTY WATER DIST.	S	OUTSTANDING
1	50748	\$80.00	03/04/20	01214	0	OCEANA SMOG TEST ONLY CENTER	S	OUTSTANDING
1	50749	\$375.35	03/04/20	01217	0	OFFICE DEPOT	S	OUTSTANDING

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CITY OF PACIFICA
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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	TYPE	CHECK STATUS
1	50750	\$2464.56	03/04/20	03626	0	OFFICE TEAM	S	OUTSTANDING
1	50751	\$240.35	03/04/20	01235	0	P & F DISTRIBUTORS	S	OUTSTANDING
1	50752	\$226.09	03/04/20	01243	0	PACIFIC MANOR HARDWARE, INC.	S	OUTSTANDING
1	50753	\$547.38	03/04/20	00001	314	PANOFISKY, PETER	S	OUTSTANDING
1	50754	\$552.15	03/04/20	01297	0	PARS	S	OUTSTANDING

1	50755	\$64.23	03/04/20	01295	1 PETERSON	S OUTSTANDING
1	50756	\$163.80	03/04/20	01317	0 PREFERRED ALLIANCE, INC.	S OUTSTANDING
1	50757	\$2406.04	03/04/20	03782	0 PRIORITY 1 PUBLIC SAFETY EQUIPMENT	S OUTSTANDING
1	50758	\$59.66	03/04/20	01336	0 QUILT CORPORATION	S OUTSTANDING
1	50759	\$2324.29	03/04/20	04026	0 RANEY PLANNING AND MANAGEMENT, INC	S OUTSTANDING
1	50760	\$6600.00	03/04/20	04901	0 ROBYN BUENSUCESO	S OUTSTANDING
1	50761	\$703.67	03/04/20	01402	0 SAFETY-KLEEN CORP.	S OUTSTANDING
1	50762	\$5202.00	03/04/20	00022	17 SAN MATEO COUNTY CONTROLLER	S OUTSTANDING
1	50763	\$2908.32	03/04/20	01450	0 SEAVIEW TIRE & BRAKE CENTER	S OUTSTANDING
1	50764	\$600.00	03/04/20	01501	0 SMELLY MEL'S PLUMBING	S OUTSTANDING
1	50765	\$276.08	03/04/20	03307	0 SONSTRAY MACHINERY LLC	S OUTSTANDING
1	50766	\$16459.54	03/04/20	03026	0 STARVISTA	S OUTSTANDING
1	50767	\$1342.63	03/04/20	01582	0 TEC OF CALIFORNIA, INC.	S OUTSTANDING
1	50768	\$8992.23	03/04/20	04872	0 TERI BLACK & COMPANY LLC	S OUTSTANDING
1	50769	\$404.05	03/04/20	01637	0 TURF & INDUSTRIAL EQUIPMENT CO	S OUTSTANDING
1	50770	\$8675.06	03/04/20	04670	0 U.S. TELEPACIFIC CORP.	S OUTSTANDING
1	50771	\$2021.07	03/04/20	03835	0 US FOODS, INC	S OUTSTANDING
1	50772	\$34.21	03/04/20	01667	0 USA BLUE BOOK	S OUTSTANDING
1	50773	\$1074.49	03/04/20	01684	0 VERIZON WIRELESS	S OUTSTANDING
1	50774	\$8841.77	03/06/20	03741	0 BENEFIT COORDINATORS CORPORATION	S OUTSTANDING
1	50775	\$29.50	03/06/20	01757	1 CALIFORNIA ASSN OF PROFESSIONAL FIREFIGHTERS	S OUTSTANDING
1	50776	\$242.76	03/06/20	00814	1 CALIFORNIA STATE DISBURSEMENT UNIT	S OUTSTANDING
1	50777	\$686.00	03/06/20	01757	0 CLEA	S OUTSTANDING
1	50778	\$260.00	03/06/20	00011	10 CWEA-SVCS	S OUTSTANDING
1	50779	\$25.00	03/06/20	00001	222 DONG, ALAN	S OUTSTANDING
1	50780	\$65.00	03/06/20	00814	0 FRANCHISE TAX BOARD	S OUTSTANDING
1	50781	\$150.00	03/06/20	00814	0 FRANCHISE TAX BOARD	S OUTSTANDING
1	50782	\$601.50	03/06/20	00001	91 JAMES MARINELLI	S OUTSTANDING
1	50783	\$41.00	03/06/20	00001	310 LEUNG, SAI KAI	S OUTSTANDING
1	50784	\$35.00	03/06/20	00001	289 MENDLER, JERAME L.	S OUTSTANDING
1	50785	\$836.84	03/06/20	03694	0 MICHELLE L DOMINICI	S OUTSTANDING
1	50786	\$1889.01	03/06/20	01758	1 PACIFICA FIREFIGHTERS UNION	S OUTSTANDING
1	50787	\$800.00	03/06/20	01759	0 PACIFICA POLICE OFFICERS ASSOCIATION	S OUTSTANDING
1	50788	\$180.00	03/06/20	01760	0 PACIFICA POLICE OFFICERS SAVINGS	S OUTSTANDING
1	50789	\$420.00	03/06/20	01769	0 PACIFICA POLICE SUPERVISORS ASSOCIATION	S OUTSTANDING
1	50790	\$38.50	03/06/20	00001	330 PEREZ, GLORIA	S OUTSTANDING
1	50791	\$10864.64	03/06/20	03349	0 PREFERRED BENEFIT INSURANCE ADMINISTRATORS	S OUTSTANDING
1	50792	\$868.00	03/06/20	01768	0 TEAMSTERS LOCAL #350	S OUTSTANDING
1	50793	\$2866.75	03/06/20	01764	0 TEAMSTERS LOCAL #856	S OUTSTANDING
1	50794	\$86.00	03/06/20	01764	2 TEAMSTERS LOCAL #856	S OUTSTANDING
1	50795	\$65174.27	03/06/20	01771	0 TEAMSTERS LOCAL 856	S OUTSTANDING
1	50796	\$353.00	03/06/20	04509	0 TRUBOW, GEORGE	S OUTSTANDING
1	50797	\$2871.18	03/06/20	01766	0 VISION SERVICE PLAN-CA	S OUTSTANDING
1	50798	\$148.00	03/06/20	00001	225 BETANCOURT, OCTAVIO	S OUTSTANDING
1	50799	\$61.00	03/06/20	03393	0 DRAGON SAUCES	S OUTSTANDING
1	50800	\$50.00	03/06/20	03682	0 JONES, DOUG	S OUTSTANDING

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CITY OF PACIFICA
CHECK REGISTER
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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	TYPE	CHECK STATUS
1	50801	\$25.00	03/06/20	00001	102	MOSTASISA, PATRICK	S	OUTSTANDING
1	50802	\$25.00	03/06/20	03354	0	PENINSULA FAMILY SERVICE	S	OUTSTANDING
1	50803	\$734.40	03/06/20	01428	0	SANCHEZ ART CENTER	S	OUTSTANDING
1	50804	\$20.53	03/06/20	00001	164	SERRANO, CRISTOFER	S	OUTSTANDING
1	50805	\$12.50	03/06/20	00001	221	SMITH, MATTHEW	S	OUTSTANDING
1	50806	\$375.71	03/06/20	03164	0	VISION COMMUNICATIONS CO	S	OUTSTANDING
1	50807	\$1268.68	03/11/20	04554	0	ACCESS DOOR SOLUTIONS	S	OUTSTANDING
1	50808	\$154.00	03/11/20	00115	0	AHEARN JANE	S	OUTSTANDING
1	50809	\$22.10	03/11/20	00118	0	AIR EXCHANGE INC	S	OUTSTANDING
1	50810	\$308.41	03/11/20	00122	0	AIRGAS USA, LLC	S	OUTSTANDING
1	50811	\$500.00	03/11/20	04908	0	ARATA PUMPKIN FARM	S	OUTSTANDING
1	50812	\$3194.79	03/11/20	00217	3	ASSOCIATION OF BAY AREA GOVERNMENTS	S	OUTSTANDING
1	50813	\$200.00	03/11/20	04561	0	AVINA, ANGEL	S	OUTSTANDING
1	50814	\$1729.69	03/11/20	00335	0	BLUE RIBBON SUPPLY COMPANY	S	OUTSTANDING
1	50815	\$251.88	03/11/20	04524	0	BRUECK, CYNTHIA	S	OUTSTANDING
1	50816	\$1377.72	03/11/20	00454	1	CAL-STEAM INC.#2504	S	OUTSTANDING
1	50817	\$461.25	03/11/20	01690	0	CALTEST ANALYTICAL LAB	S	OUTSTANDING
1	50818	\$2441.00	03/11/20	03814	1	CAPPSTONE, INC.	S	OUTSTANDING
1	50819	\$153.21	03/11/20	00483	0	CDW GOVERNMENT, INC.	S	OUTSTANDING
1	50820	\$350.00	03/11/20	04252	0	CHAPMAN, BRETT	S	OUTSTANDING
1	50821	\$6926.62	03/11/20	00507	0	CHILDCARE CAREERS	S	OUTSTANDING
1	50822	\$224.12	03/11/20	00510	0	CINTAS CORPORATION #464	S	OUTSTANDING
1	50823	\$373.60	03/11/20	02168	1	COMCAST	S	OUTSTANDING
1	50824	\$684.25	03/11/20	02168	2	COMCAST	S	OUTSTANDING
1	50825	\$100.00	03/11/20	00563	0	COMMISSION ON TEACHER CREDENTIALING	S	OUTSTANDING
1	50826	\$1944.62	03/11/20	00623	0	CUSTOM TOPS, INC.	S	OUTSTANDING
1	50827	\$552.25	03/11/20	03322	0	DENTONI TRUCK PARTS AND SERVICE	S	OUTSTANDING
1	50828	\$3991.00	03/11/20	02201	0	DISCOUNT PLUMBING, INC.	S	OUTSTANDING
1	50829	\$31.69	03/11/20	02614	0	DISH	S	OUTSTANDING
1	50830	\$200.00	03/11/20	04830	0	ERICA L. FIELDER	S	OUTSTANDING
1	50831	\$4300.00	03/11/20	03331	0	EWERS ENGINEERING	S	OUTSTANDING
1	50832	\$13917.50	03/11/20	04104	0	FLOWUSA INC	S	OUTSTANDING
1	50833	\$3332.16	03/11/20	02767	0	FLYERS ENERGY, LLC	S	OUTSTANDING
1	50834	\$6703.37	03/11/20	03776	0	FOLGER GRAPHICS	S	OUTSTANDING
1	50835	\$96.60	03/11/20	04807	0	FORD, PAT	S	OUTSTANDING
1	50836	\$124.00	03/11/20	03804	0	GODSOE, LIZ	S	OUTSTANDING
1	50837	\$383.53	03/11/20	00872	0	GRAINGER	S	OUTSTANDING
1	50838	\$1258.72	03/11/20	00927	0	HINDERLITER, DE LLAMAS & ASSOC	S	OUTSTANDING
1	50839	\$1015.36	03/11/20	04859	1	HOME DEPOT CREDIT SERVICES	S	OUTSTANDING

1	50840	\$226.91	03/11/20	04850	1 HOME DEPOT USA, INC.	S OUTSTANDING
1	50841	\$886.05	03/11/20	04909	0 IRENE LING	S OUTSTANDING
1	50842	\$200.00	03/11/20	04494	0 ISIDRO, ALLEN	S OUTSTANDING
1	50843	\$2484.99	03/11/20	04085	0 JAMES FORD, INC.	S OUTSTANDING
1	50844	\$579.39	03/11/20	01812	2 KBA DOCUSYS	S OUTSTANDING
1	50845	\$41.24	03/11/20	03700	0 KIMBALL MIDWEST	S OUTSTANDING
1	50846	\$1036.78	03/11/20	01067	0 LAKESHORE LEARNING MATERIALS	S OUTSTANDING
1	50847	\$174.80	03/11/20	01070	0 LAURETTA PRINTING COMPANY	S OUTSTANDING
1	50848	\$352.45	03/11/20	01095	0 LINDA MAR HARDWARE	S OUTSTANDING
1	50849	\$285.00	03/11/20	03111	0 MANAGEMENT PARTNERS	S OUTSTANDING
1	50850	\$12572.00	03/11/20	04904	0 MARTY MACKOWSKI	S OUTSTANDING
1	50851	\$679.11	03/11/20	01142	0 MC MASTER-CARR SUPPLY COMPANY	S OUTSTANDING

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CITY OF PACIFICA
CHECK REGISTER
CHECK RANGE: 50699 - 50892

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	TYPE	CHECK STATUS
1	50852	\$1000.00	03/11/20	04903		0 MICHAEL CHITTUM	S	OUTSTANDING
1	50853	\$3926.90	03/11/20	04905		0 MICHAEL FLAHERTY	S	OUTSTANDING
1	50854	\$263.40	03/11/20	01177		0 MOSS RUBBER & EQUIPMENT	S	OUTSTANDING
1	50855	\$4829.20	03/11/20	04549		0 NAF SERVICES, INC.	S	OUTSTANDING
1	50856	\$520.00	03/11/20	03801		0 NAPIER, NORA	S	OUTSTANDING
1	50857	\$1600.00	03/11/20	04375		0 NASTT FINANCIAL SERVICES	S	OUTSTANDING
1	50858	\$3154.03	03/11/20	01206		0 NORTH COAST COUNTY WATER DIST.	S	OUTSTANDING
1	50859	\$3141.91	03/11/20	02486		0 O'REILLY AUTO PARTS	S	OUTSTANDING
1	50860	\$402.79	03/11/20	01217		0 OFFICE DEPOT	S	OUTSTANDING
1	50861	\$2738.40	03/11/20	03626		0 OFFICE TEAM	S	OUTSTANDING
1	50862	\$480.00	03/11/20	03807		0 ORLOFF, JUDY	S	OUTSTANDING
1	50863	\$104.00	03/11/20	03803		0 ORTEGA, SHIRLEY	S	OUTSTANDING
1	50864	\$245.77	03/11/20	01239		0 PACIFIC FIRE SAFE	S	OUTSTANDING
1	50865	\$261.15	03/11/20	01243		0 PACIFIC MANOR HARDWARE, INC.	S	OUTSTANDING
1	50866	\$65.00	03/11/20	01249		0 PACIFICA CHAMBER OF COMMERCE	S	OUTSTANDING
1	50867	\$495.00	03/11/20	01249		0 PACIFICA CHAMBER OF COMMERCE	S	OUTSTANDING
1	50868	\$3709.00	03/11/20	01249		0 PACIFICA CHAMBER OF COMMERCE	S	OUTSTANDING
1	50869	\$124.00	03/11/20	03802		0 PATINO, JOE	S	OUTSTANDING
1	50870	\$115.57	03/11/20	01295		1 PETERSON	S	OUTSTANDING
1	50871	\$138.00	03/11/20	02539		0 PITTSINGER, R JANE	S	OUTSTANDING
1	50872	\$364.15	03/11/20	01336		0 QUILL CORPORATION	S	OUTSTANDING
1	50873	\$490.35	03/11/20	01337		0 R & H WHOLESALE SUPPLY, INC.	S	OUTSTANDING
1	50874	\$27798.00	03/11/20	00042		1 R & S ERECTION NORTH PENINSULA INC.	S	OUTSTANDING
1	50875	\$6375.00	03/11/20	04806		0 RICHARD SMITH	S	OUTSTANDING
1	50876	\$1954.50	03/11/20	01563		0 ROTO-ROOTER	S	OUTSTANDING
1	50877	\$1500.00	03/11/20	00022		54 SAN MATEO COUNTY PARKS DEPARTMENT	S	OUTSTANDING
1	50878	\$6502.45	03/11/20	04860		0 SERRA YELLOW CAB	S	OUTSTANDING
1	50879	\$437.12	03/11/20	03170		0 STEAMX, LLC	S	OUTSTANDING
1	50880	\$270.75	03/11/20	00002		39 SUZUKI, MARIA (PETTY CASH)	S	OUTSTANDING
1	50881	\$617.38	03/11/20	02642		2 T-MOBILE CORPORATION	S	OUTSTANDING
1	50882	\$187697.00	03/11/20	02880		0 TOWNE FORD	S	OUTSTANDING
1	50883	\$2175.34	03/11/20	02757		0 U.S. BANCORP EQUIPMENT FINANCE, INC.	S	OUTSTANDING
1	50884	\$12.65	03/11/20	02663		0 UNDERWOOD, EILEEN	S	OUTSTANDING
1	50885	\$19.27	03/11/20	01652		0 UNITED PARCEL SERVICE	S	OUTSTANDING
1	50886	\$892.72	03/11/20	01663		0 URBAN FARMER STORE, THE	S	OUTSTANDING
1	50887	\$836.58	03/11/20	01667		0 USA BLUE BOOK	S	OUTSTANDING
1	50888	\$2062.34	03/11/20	01684		0 VERIZON WIRELESS	S	OUTSTANDING
1	50889	\$5077.50	03/11/20	04907		0 WATRY DESIGN, INC.	S	OUTSTANDING
1	50890	\$562.00	03/11/20	03808		0 WATSON-ACERO, SUSAN	S	OUTSTANDING
1	50891	\$155.10	03/11/20	01707		0 WEST COAST CONTRACTORS SERVICES	S	OUTSTANDING
1	50892	\$1738.17	03/11/20	01747		0 ZEP SALES & SERVICE	S	OUTSTANDING

TOTAL # OF ISSUED CHECKS: 194 TOTAL AMOUNT: 639,218.15

TOTAL # OF WIRES: 0 TOTAL AMOUNT: 0.00

TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS: 0 TOTAL AMOUNT: 0.00

TOTAL # OF ACH CHECKS: 0 TOTAL AMOUNT: 0.00

TOTAL # OF UNISSUED CHECKS: 0

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FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
001	GENERAL FUND	302,521.19	0.00
009	STREET CONSTRUCTION FUND	5,420.00	0.00
010	GAS TAX MAINTENANCE FUND	6,357.80	0.00
018	SEWER CHARGE FUND	30,301.35	0.00
025	PARKING IN-LIEU FUND	5,077.50	0.00
027	PB&R - R DAVIES TRUST	200.00	0.00
028	PB&R SPECIAL REVENUE	6,502.45	0.00
034	SEWER FACILITY CONSTRUCT. FUND	44,651.50	0.00
035	BEACH PARKING FUND	7,124.08	0.00
038	DISASTER ACCOUNTING FUND	83.64	0.00
065	SELF-FUNDED DENTAL PLAN FUND	10,864.64	0.00
071	MOTOR POOL OPERATIONS FUND	30,010.96	0.00

072	MOTOR POOL REPLACEMENT FUND	190,103.04	0.00
		=====	=====
	TOTAL -	639,218.15	0.00

NO CHECKS ISSUES FROM 3/1-3/2/20.

Attachment: Attachment B: FY 2019-2020 Disbursements 50699-50892 (3213 : Disbursements - Dated 02/16/20 through 02/29/20 and 03/01



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Approval of Minutes

RECOMMENDED ACTION:

Move to approve the minutes of the regular City Council meeting held on March 9, 2020 and the Special City Council meeting held on March 18, 2020.

STAFF CONTACT:

Sarah Coffey, City Clerk
650-738-7307
coffeys@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

Approval of minutes of the regular City Council meeting held on March 9, 2020 (Attachment A) and the Special City Council meeting held on March 18, 2020 (Attachment B).

FISCAL IMPACT:

None.

ORIGINATED BY:

City Clerk

ATTACHMENT LIST:

Minutes of March 9, 2020 (PDF)
Minutes of March 18, 2020 Special Meeting (PDF)



**CITY OF PACIFICA
CITY COUNCIL MINUTES**

**Council Chambers
2212 Beach Blvd
Pacifica, CA 94044**

Mayor Deirdre Martin
Mayor Pro Tem Sue Beckmeyer
Councilmember Sue Vaterlaus
Councilmember Mary Bier
Councilmember Mike O'Neill

SPECIAL and REGULAR MEETING

March 09, 2020 (MONDAY)
www.cityofpacifica.org

5:45 PM STUDY SESSION

Mayor Martin called the meeting to order at 5:51 p.m., stating that all councilmembers were present and announced that the Council would meet for a Study Session regarding 2020 Coastal Infrastructure Protection Projects.

2020 Coastal Infrastructure Protection Projects

PROPOSED ACTION: There is no proposed action, this staff report is informational only.

7:00 PM OPEN SESSION

Mayor Deirdre Martin called the meeting to order on March 9, 2020 at 7:00 PM.

Call to Order

Mayor Martin reconvened the meeting at 7:00 p.m.

Attendee Name	Title	Status	Arrived
Deirdre Martin	Mayor	Present	
Sue Beckmeyer	Mayor Pro Tem	Present	
Sue Vaterlaus	Councilmember	Present	
Mary Bier	Councilmember	Present	
Mike O'Neill	Councilmember	Present	

Staff Present: Kevin Woodhouse, City Manager; Michelle Kenyon, City Attorney; Lorenzo Hines, Asst. City Manager; Tina Wehrmeister, Planning Director; Sam Bautista, PW Dep. Director; Louis Sun, PW Dep. Director-Wastewater Division; Ryan Marquez, Assoc. Civil Engineer; Dan Steidle, Police Chief; Chuck Pomicpic, Dep. Fire Chief; Thomas Myers, Econ. Dev. Manager; Mike Perez, PB&R Director; Aren Clark, Parks Superintendent; Sarah Coffey, City Clerk.

Salute to the Flag led by Councilmember O'Neill

CONSENT CALENDAR

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike O'Neill, Councilmember
SECONDER:	Sue Vaterlaus, Councilmember
AYES:	Martin, Beckmeyer, Vaterlaus, Bier, O'Neill

1. Approval of Disbursements for 02/01/20 through 02/15/20.
PROPOSED ACTION: Move to approve attached list of disbursements for 02/01/20 through 02/15/20.
2. Approval of Minutes
PROPOSED ACTION: Move to approve the minutes of the regular City Council meeting held on February 24, 2020.
3. Proclamation Confirming Existence of Local Emergency of the Pacifica Coastline from Westline Drive to the End of Beach Boulevard.
PROPOSED ACTION: Accept report and make a determination that conditions of local emergency continue to exist within the Pacifica Coastline from Westline Drive to the end of Beach Boulevard.
4. Parking Facility Use Agreement Between the City of Pacifica and The True Jesus Church
PROPOSED ACTION: Direct the City Manager to execute the agreement with The True Jesus Church, located at 604 and 610 Edgemar, Pacifica, California and the City of Pacifica for a shared use agreement with the parking lot located at 610 Edgemar.
5. Agreement Between The City Of Pacifica And EKI Environment & Water Inc. for the Collection System Projects FY 2019-2020 Gypsy Hill C005H Design and Construction Management
PROPOSED ACTION: Move to approve Agreement between the City of Pacifica and EKI Environment & Water Inc. (Attachment 1) for the Design and Construction Management of the Collection System Projects FY 2019-2020 Gypsy Hill C005H (Project) in the amount of \$130,800; and authorize the City Manager to execute all documents associated with this Agreement.
6. Approval of Agreement with CSG Consultants for Construction Management Services related to FY19-20 Pavement Rehabilitation Project
PROPOSED ACTION: Approve Consultant Services Agreement (Attachment 1) between the City of Pacifica and CSG Consultants for Construction Management Services for the FY 19-20 Pavement Rehabilitation in the amount of \$58,810; authorize budget authority in the amount of \$64,710; and authorize the City Manager to sign said agreement.
7. Fifth Amendment to Consultant Services Agreements for On-Call Planning and Related Services Between the City of Pacifica and Consulting Firm Raney Planning & Management, Inc.

Attachment: Minutes of March 9, 2020 (3219 : Approval of Minutes)

PROPOSED ACTION: Move to approve Fifth Amendment to the Agreement for Consultant Services between the City of Pacifica and Raney Planning & Management, Inc. to increase the cost ceiling amount by \$200,000 with a total contract amount not to exceed \$700,000 and to extend the completion date to June 30, 2021; and authorize the City Manager to execute the Fifth Amendment to the Agreement.

8. Adoption of a Resolution Allocating Funds for an Outdoor Fitness Court.

PROPOSED ACTION: Adopt a resolution to allocate funds for an outdoor Fitness Court as part of the 2020 National Fitness Campaign.

ORAL COMMUNICATIONS

Tygarjas Bigstyck, Pacifica, stated he led his comments by quoting that the “Hitchhikers Guide to the Galaxy” has outsold the encyclopedia galactica because it is slightly cheaper and has the words “don’t panic”. He felt that was helpful and good advice. He stated that there was a lot of panic going on, referring to grocery shelves. He stated that good advice was wash your hands, referring to grocery store personnel watching as they sell out the shelves of hand soap to preclude illness. He stated that wahing hands was a great way to keep this issue at bay as drinking water and eating Vitamin C to keep our immune systems strong. He stated that the other way to keep the immune system is not to panic. He stated that what is happening is hard to wrap their heads around and they are not telling them in the news is that the more they focus on what could go wrong and worry and creating fear, the brain produces chemicals and a great way to weaken one’s immune system is to focus on what they are afraid of, and he stated that, if they don’t have it and are washing hands and taking precautions and making sure they are not spreading fluids from your hands to everything. He stated that, if they do that well, and they and their family are healthy, it was helpful to notice that and we don’t need to panic now. He stated that if the things we can control are in check, the more they don’t worry about it and are controlling chemicals in our brain to further bolster our immune system and begin our first means of defense if something should happen to come that we don’t want. He then reported that they have reached a tentative agreement and they will see if that sticks.

Suzanne Moore, Pacifica, stated that she was speaking on Pacifica Housing for All. She stated that the Unhoused in Pacifica Task Force is currently developing a fact sheet to address questions posed by the community and in the meantime Pacifica Housing for All wants to review what is known to date. She stated that it is the intention of their team to supply information to encourage support for future programs and alleviate fears recently voiced in the community. She asked who are the homeless in Pacifica. She stated in their 2019 homeless count, Pacifica’s count of 116 was the second highest in the county. She stated that 12.87% of homeless were unsheltered. Of the homeless surveyed in motor homes, 40% are long-standing Pacificans, 75% are employed, over 50% are over the age of 50 and 50% became homeless due to increased cost of housing. She stated that public health data noted that being homeless can reduce a lifespan as much as ten years. Recent data in San Mateo County suggests that the homeless are three times more likely than the general population to develop colon cancer and female are six times more likely to develop breast cancer. She stated that stable housing improves health and our county prioritizes housing first as a public health intervention. She referred to how homeless programs in Pacifica, stating that there are currently two models under consideration in our community, the first a parking permit program overseen by PRC and prioritize Pacificans in motor homes. She stated that, in cooperation with the city and police, clients would first be assessed by the county’s core access team and establish case management at the Resource Center. She stated that participants would sign a guideline and

agreement contract and consent to individual lives program to seek permanent housing. She stated that a permit would allow 24/7 parking in an assigned slot for 29 days and permits could be renewed if participants remain active in case management. The rotational shelter program could function during Pacifica's five months of inclement weather, roughly mid-November to mid-April and a host could provide a hot meal and overnight indoor/outdoor respite for clients vetted by PRC and host sites would be rotated providing seven nights of rest for every five weeks. She stated the program would be run by a contracting agency like LifeMoves and would set up and breakdown the site each day, stay with clients through the night, escort clients to and from the site daily and work closely with the Resource Center who provide other services such as showers, laundry, mail, access to food pantry and all clients would be receiving case management with the intent to work toward permanent housing with the key goal of providing a pathway to stable housing and PRC has demonstrated their success in assisting homeless and permit housing.

Carolyn Jaramillo, Pacifica, continued referring to how safety will be assured with these programs. She stated that for those receiving parking permits the PRC will be responsible for monitoring behavior and providing feedback through one on one case management. She stated that clients will sign agreements and the Resource Center will evaluate progress. PRC will assure support on the path to permanent housing and provide a safe legal space to stay while in active case management. For those in the pilot rotational shelter program, trained staff would be on site at all times and would be responsible for escorting clients to and from the host site. She stated that the programs are in a phase of development and more information will be shared soon, as they address community concerns such as cost, waste and trash, safety, viability and expectation for client participation, such as status of vehicular functioning, goal setting and behavior. She stated that the city, Resource Center and faith community are all working together, and community support will be the key to the success of these pilot programs. She mentioned that the public has submitted important questions to the task force and they are currently under review. She stated that it is inevitable that change leads to some level of consternation and they want to acknowledge voices of community concern. She stated that fear is shared by both housed and unhoused. She stated that the homeless have suffered threats, vandalizing of property, false accusations, illness and death. She stated that knowledge helps to mitigate fear but knowledge alone is inadequate. She stated that Pacifica's pilot programs are modeled after other successful community programs. She stated that, if they have the public will to test these pilots, they can judge their impact and effectiveness, knowledge, compassion and measured risk taking. She stated that those are tools needed to mitigate fears. If successful, they will help their homeless neighbors find their way home.

Robin Anderson-Wood, Pacifica, stated that she works with hundreds of vulnerable and isolated seniors along the peninsula, many who live in Pacifica and like Gio who is confined to a wheelchair. She stated that, thinking to the way this meeting was opened, they give an oath to the United States that ends with "life, liberty and the pursuit of justice". She stated that Gio doesn't have liberty to get around Pacifica freely as those who don't have disabilities can navigate freely and without thinking about getting up and down sidewalks and across the street and navigating down a road without running into poles that are stuck in the middle and they can't get around them. He runs into these issues on a daily basis and she stated that if he was okay with it, she would read his letter. She stated that he wrote the letter about a year ago on July 9 at 10:45 pm after attending a Pacifica Council meeting. He stated that he wanted to catch a bus at Oceana High School and there was a storm drain and curb cut with approximately 5 inches deep and cement is at a 45-degree angle next to the curb cut. They run into the storm drain as it isn't marked and hard to see at night. He was going up Paloma and Francisco on an unmarked curb cut to get on the sidewalk and was too narrow and too steep

and he almost fell over to the left side but was able to back up his power chair to save him from falling. He rode into the street to go onto the corner where Oceana High School is to catch the bus to go home after the Council meeting ended. The curb cut is unmarked and not easily visible at night due to a non-working street light, there are no yellow pads or paints to mark the curb cut and his power chair suffered damages to the left front caster, the spindle that holds the tire, and the chair frame. Because the spindle holds the tire and the chair frame got bent, he wore the tire out on two sides and it became lopsided and he had to ride his power chair home in that condition for 1 1/2 miles from the bus stop and he missed the bus due the damages incurred. He wrote the letter to Council and never got a response. He had to ride in the street going home but not on the sidewalks for safety because there are power poles located along the center of the entire length of the sidewalks blocking any handicapped person in a wheelchair or power chair. There are no curb cuts and they need to be installed with yellow pads and cross walks installed where the curb cuts are. He wants the curb cuts throughout the city with yellow pads for visibility. She state they want all the codes brought up to ADA accessibility.

Giovanni Guadagnini, Pacifica, stated he would like to know why after he sued the City why they put the curb cuts on Fairmont Shopping Center side and if you go across the street to Springdale you have curb cuts there but going down to the tunnel or underpass there are no more curb cuts. He stated he was not the only handicapped person in Pacifica in the Fairmont area. He asked how when he had his attorneys talked to them about the sidewalks where the Fish and Bowl is and the city kept saying that it was the developer. He asked why they don't fix it and put the street lights in, the sidewalks in, and take the developers to court and sue them before somebody else gets hurt. He asked them to look into putting a walking bridge where the freeway exit is and putting a walking bridge by Rockaway and one by Linda Mar. He stated that they need to make the sidewalks wider because from the curb to the grass or towards a house, the first five feet is city property. He stated that he knows that because he was a plumber and he had to pull permits.

Ms. Anderson-Wood stated that they were hearing years of frustration with his inability to navigate his daily life with ease as all of us take for granted on a daily basis and they were hearing his years of built up frustration and agony and feeling discriminated against because he can't move around freely as others can. She was happy to share his letter and thought it would be nice to get a follow up on some level so he feels acknowledged and Pacifica cares about people with disabilities with access issues.

Lynn Adams, Pacifica, stated she was announcing that the Beach Coalition has planted over 1,000 plants and, without any rain, they have been watering them along Linda Mar at the coastal trail and down the trail and in the flat which they call the give back area. She also mentioned that the Pacific Beach Coalition is having a book to action project in partnership with the Beach Coalition, similar to the book "Garbology" they did two years ago. And this year they are doing it with the book called the "Perfect Day for an Albatross" which tells the story about albatrosses with the basic information done in partnership with Karen Labelle Fried who will be an assembly speaker and creating the assembly program. She stated that anyone can get the book. She stated that they request that the public take action between now and Earth Day and EcoFest, to work with the Pacific Beach Coalition to pick up litter and join environmental actions. She also invited them to Earth Day event and is scheduled for April 25 but they don't know what is going on, but they are "all systems go" at this time. She wants everyone to be safe and, if they are not well, they stay home. She stated that she had posters made by the book author, Karen Labelle. She also announced that the Pacific Beach Coalition has hired an exhibit to go to all six Pacifica School District schools and they started at Sunset Ridge and is currently at Ocean Shore and covers exhibits of block print from the book along with information about the

albatross. She stated that it was going to Vallemar next week then coming to the Sharp Park Library. She encouraged everyone to sign up for Earth Day and make a difference on the 50th anniversary.

Chris Redfield, Pacifica, stated he wanted to speak on an item regarding a certain neighborhood and program that was put forth as an overnight feasibility study in one of the churches on Perez. He stated that communication was key and ignorance breeds fear. He stated that came to light through lack of communication. He understood where they were coming from and he hoped that the tar is not being boiled and the pitchforks are not being sharpened by the neighborhood on that event. He stated that it was an issue that the task force and the city will hopefully collaborate on going forward. He wished that the neighborhood learn a lesson from it and going forward with communication from the city and the task force as they collaborate on certain issues. He would like to put fears to rest in that neighborhood. He stated that a lot of work has gone into figuring out who is in your neighborhood which he thought was a key thing for the ordinance to be passed. He thanked them for doing that. He stated that it is enforcement with compassion and he thought they could move forward on that but the task force and city need to communicate any programs they put forth.

COUNCIL COMMUNICATIONS

Councilmember Vaterlaus stated that they all had a meeting with Jackie Speier and several went to the sea wall with her, to the community center and toured the new Equalization Basin. She stated that it was one of the most beautiful days in Pacifica when she was here. She stated that the next day they did a soft opening of the Equalization Basin where they installed a new plaque. She stated that it was ready for people to drive into. She attended the Chamber awards, Pacifica Sports Hall of Fame. She stated that she voted and hoped everyone voted as it was important. She stated that the biggest information meeting she attended was Belmont Council of Cities and they had people come from Cal OES and South San Francisco Fire Department mentioning that they developed a plan and got a \$75,000 grant from the county. She stated that it was a software basis that, when they had the San Bruno fire, it pinpoints locations for police officers and connects with ways and directs people away from the area so if you are on a GPS, you will be directed away from where the fire is. She stated that it was a great program. She stated that the San Mateo County alerts are a major thing. She stated that the percentage of people who get the San Mateo County alerts is very small such as 26%. She stated that every week they tell people to get on the San Mateo County alerts. She stated that they are trying to make it an opt out program instead of an opt in. If it is an opt out program, everyone will get the San Mateo County alerts and it will help in an evacuation if we ever need to have one. She stated that you know what is going on with the San Mateo County alerts. She stated that sometimes you hear a bobcat was in someone's back yard, but she thought that might be good to know also. She stated that everyone should have it until they get set up on the full San Mateo County alerts. She would like to have a presentation for the community from the evacuation meeting because it was informative and she thought the community would like to hear about it.

Councilmember Bier thanked everyone for coming and being engaged. She acknowledged the frustration of some who spoke during public comments. She stated she had a busy couple of weeks. She was at the special meeting with Jackie Speier which she thought was a wonderful experience to have the opportunity to meet her, talk to her and spend an extended period of time with her and learn from her. She stated that the Age Friendly task force met and they will be hosting a housing panel discussion on May 20 at 10 am at the Community Center in collaboration with Pacifica Senior Services. She attended the Pacifica Sport Hall of Fame

dinner and one of her former athletes was inducted to the Hall of Fame, adding that it was a fluke that she got to be her coach. She attended the Rotary Bowl-a-thon had some fun time with her co-council which they don't always get to do. She attended the PRC board retreat and she let everyone know that the Resource Center is seeking board members and she stated that if you know anyone interested or are personally interested in participating please contact the PRC. She attended the Mental Health Service Administration steering committee where there was an information gathering activity about housing and homelessness. She stated that unfortunately the Pacifica Prevention Partnership's fourth annual youth and family summit has been postponed, adding that there are a lot of things being postponed in the school district, community, etc. She stated that they have a regular person who comes from HIP Housing to Pacifica Collaborative and he wanted her to share some talking points with the public. She asked if they can spare a room as Hip Housing is a free service to help homeowners or renters with extra space to find a housemate. She stated that home sharing is a long term living arrangement between someone who has an extra room or an accessory dwelling unit and someone looking for a room or an ADU to rent. They share at an average of \$1,000 per month in extra income. She stated that Hip Housing screens all applicants, conducts background searches, develops living together agreements and provides ongoing support to them and their housemate. She stated that people share homes to supplement their income, reduce isolation and live more independently. She stated that last year over 100 Pacificans contacted HIP Housing and 33 were matched.

Councilmember O'Neill stated that they were all a team, and he was with Jackie Speier also in the Council Chambers, at the Equalization installation dinner for the new officers and awards for different cities and different businesses. He would like to second Councilmember Vaterlaus' comments that the presentation from the OES is something that, given concerns raised about evacuation routes in Pacifica and what to do in an emergency, the coordination that Pacifica Police and Fire would have with other agencies would be very important for the community to see that presentation. He stated that it was web based and they can print PDFs. They mentioned an incident on Gateway in South San Francisco where they were doing all the building and put it on the Waze app and within five minutes there was no traffic interfering with the first responders to the incident. He stated that it was coordinated with Santa Clara and the East Bay. He stated that it will eventually be a coordinated system and you will be able to be informed at work if your child was evacuated to another location. He stated that the program was phenomenal and there were a lot of questions from Councilmembers on the peninsula. He would like to have a presentation arranged for Council or a separate public meetings in various neighborhoods. He attended the Sports Hall of Fame, Rotary Bowl-a-thon, adding that he came in second one time. He stated that they interviewed applicants for the different openings in different commissions in the city. He recommended that they do the presentation for the Cal OES.

Mayor pro Tem Beckmeyer stated that she was in attendance at a lot of the times mentioned. She stated that, with Jackie Speier's meeting, her staff members were with them and they had many eyes on the projects they have on the coastline and a lot of opportunity to interact with her staff. She stated that, when they were having lunch at the Senior Center, it was Fat Tuesday, the day before Mardi Gras day and there was a beautiful Jambalaya being served and one of the attendees was celebrating his 96th birthday and it was exciting that Jackie Speier led a happy birthday to him and she was able to get good pictures for his family. She stated that it reminded her to announce that the senior services spaghetti dinner was on May 2 and she sees the flashing thing as it was near where she drives every day but if you don't see it, you might want to mark it on your calendar as it was a fun event. She had a conference call meeting with the facilitator for Council goal setting preparation and that is Saturday, March 21, all day at the

police station. She stated that the Beautification Advisory Committee met and are honing in on a couple of projects and wanting to work with the property owners at Manor Shopping Center. She stated that it was challenging as there were a lot of them and stated that it was getting the business owners to be partners with beautifying that area. She stated that it should be more welcoming like it is as you go out past Ocean Shore School, where the Rotary Club has done a project to spiff up that median strip by the freeway. She met with Don Horsley and she asked him for some time to explore possible funding sources to respond to the need for supportive services for homeless in Pacifica. She stated that they hear the truth that we had the highest count in the one day homeless count. She stated that there are a lot of people who live on the coastside unhoused. She was hopeful that the county can assist them with funding to address the issue, and it was encouraging that he has had outreach from our neighbors to the north and south as well in terms of working on a collaborative solution and trying to assess the problem and how it can best be addressed and what they can do to help with support. She stated that it was fun to see everyone running around with "I voted" stickers and next up will be "I responded to the census". She didn't think there will be stickers but she thought they should. She stated that they will be reminding everyone about the census to keep it on their mind as that as how they get funding, as money allocated for services comes to the city based on the census numbers and it was urgent that we make sure we count everybody. She mentioned the Rotary Bowl-a-thon, stating that she is probably the world's worst bowler and she was proud when she got a strike. She shared the response that the lane next door to them had three bowlers and the next morning she got a text, "lane 25 undefeated, councilmembers overworked, go down in two". She stated that they had a bowling shakedown last night, very exciting. She stated that they took a lot of heat for the fact that the other lane had three bowlers and they had four and the other lane had higher numbers than they did.

Mayor Martin reminded those who come for oral communications that the procedure is that they don't reply to oral communications. If they ask a question, Council cannot answer it. She stated that sometimes they make comments in their Council communications and they hear them. She stated that, when they receive letters or emails or any communications related to any open litigation, they usual defer to the city attorney and they generally don't reply directly to those. She appreciated Tygarjas Bigstycck bringing up the outbreak of Covid-19 and the idea that we should not panic. She stated that, as mayor, she wanted to be sure that she make a statement for everyone that they should be concerned but cautious concern, not panic. She stated that the basic messaging is the same, focus on what we know that are basic hygiene that you do to avoid the common cold. A new direction is to sneeze into your elbow, wash your hands even more frequently and try not to touch your face. She stated that we will have to evolve and probably not shake hands. She stated that she has seen feet bump, elbow waves. She stated that it can get fun if you are creative. She stated that there is a county hotline, 2-1-1, and tell those people that are not on line that neighbors who only go out of the house once or twice a week and are very concerned because they only thing they are seeing is news that can get a bit extreme but let them know there is a hotline to call and we are not taking extreme measures now. There is general direction to cancel non-essential events and just do your own quarantining if you feel sick. She wanted to make sure everyone is having cautious concern, calm dialogue especially with those who are not on line and receiving NextDoor notices, Connect with Pacifica, and/or the San Mateo County alerts. She stated that one just went out and was Pacifica specific a few hours ago. She thanked the police department for taking the lead on that. She stated that, you see Pacifica, you read it. She stated to advise people to sign up for San Mateo County alerts or sign them up if they aren't on line. She did that for her dad when he was in town for a while as he could avoid Highway 1 when there was an accident. She attended the Sports Hall of Fame and she thanked Horace Hinshaw who keeps this tradition alive and the celebration of each other alive. She stated that, if there was a Hall of

Fame for people who put on Sports Hall of Fames, Horace Hinshaw would be our No. 1 pick. She stated that there were a couple of complaints of ADA regulations at our election centers. She stated one where they could not stand for that long having to potentially wait for an hour and then went back home. She offered to bring their mail-in ballot and drop it off for them. They had an alternate method, but it came to their attention and she was going to send a note to the elections officer to make sure they have more control over it and there are certain accommodations made for those people. She stated that, regarding ADA, there was a new bike and pedestrian plan so anyone interested who may be a biker, a pedestrian, with all abilities should check that out. She stated that on Wednesday there was a Pacifica School District board meeting that has some pretty hot topics on it if interested and they might be something you want to show up for with comments or support. She stated that there were some important things going on. She congratulated to the Wastewater team and Public Works and everyone who was involved in planning to make that happen. She stated that it was a beautiful day with a soft opening. She stated that it was cool that the parking lot was open in the back now. She thanked Councilmember Bier for bringing the information on HIP Housing because it really highlights some of the messaging that she has been saying, that they have to think differently and evolve as humans to become more sustainable with each other and as a community and if that means that we house share, that was cool and we will have to change and be okay with that, maybe uncomfortable with more cars parked around us or a few more people in the house next to us but we have to change. She mentioned the Peninsula Clean Energy Board meeting, stating they do a lot of community outreach and one thing they do is reach out to the schools and educate children on the use of clean energy. She stated that there was a \$2,000 increase for teacher compensation for those types of outreach.

Councilmember O'Neill stated that he wanted to mention that there was an important meeting on March 10 at the San Mateo County Board of Supervisors in Redwood City regarding the future of Seton Hospital. He stated that the current owner is in bankruptcy and they could be closing Seton Hospital next week. He stated that was the closest emergency room to Pacifica and it serves 80% of the emergency room visits as they are Medi-CAL and Medicaid people and is also the largest employer in Daly City with over 1,200 employees. He stated that the board of supervisors are trying to figure out what to do with it, but from what he has read, it could close as soon as next week and would deprive North Peninsula of the largest emergency room in North County.

Councilmember Vaterlaus stated that she was going to comment on that also. She stated that Jackie Speier has what is called town hall meetings and they call on the phone and ask if you want to attend the town hall meeting. She stated that there are thousands of people on line and she had a doctor and Nancy McGee from the school superintendent talking about Covid-19 and what everyone should do. She stated that they give their speeches and then they allow people on the line to come on and ask questions. She stated that it was very informative. She stated that she listened for an hour and 20 minutes, and if they call you, just listen in as your voice is not heard. If you want to ask a question, you can. She stated that she has great topics.

STAFF COMMUNICATIONS

City Manager Woodhouse stated he had updates and then would discuss what the city is doing related to Covid-19. He stated that Congresswoman Speier did her community day visit in Pacifica and it was a fantastic day. He stated that one of the outcomes as they were visiting some of the coastal infrastructure protection projects was her suggestion that the city be represented at a meeting in her office in DC with Army Corps of Engineering officials. He stated that he went to DC for less than 24 hours and participated in that meeting. He thought it was a

very productive meeting. He stated that the hope was, if everything goes as planned, the Army Corps will get more involved in some of the city's projects and could lead to helping close very large millions of dollars in funding gaps for some of those projects. He announced another award that Pacifica is receiving. It goes to Parks, Beaches and Recreation that will be receiving recognition from the California Park and Recreation Society for the statewide health play initiative relating to the grant receipt for playground equipment being installed at the Community Center and Fairmont West. They will be receiving that award at the CPRS Convention if that is happening or being cancelled. He stated that was a way to talk about Covid-19. He stated that everyone is aware that it is evolving on a daily basis with a lot of updates. The city is pushing out a great deal of information. He stated that, as the Mayor mentioned, a very important message is that not everyone is on SMC Alert, and not everyone gets the "Connect with Pacifica" newsletter or on social media and one of the ways to help spread the word, preventative tips from CDC and from San Mateo County Health is to talk to anyone and everyone that you interact with in your daily lives, meeting, community service organizations, to help get that word out. He stated that they will continue to put out that information. He stated that it was evolving daily. He stated that the previous Friday the announcement was made regarding cancelling large events, with Councilmember Bier mentioning one that will be postponed from this Saturday. He stated as more specific Pacifica information comes to light, they will work to put that information out. He stated that, in terms of essential city services, they will work to immediately develop a continuity of operations plan for the city if things were to come and close down buildings or employees get sick, and they have done that work so the city's essential services can keep functioning during those times. He stated that, at this point, Parks, Beaches and Recreation Department was the one that has the most hosted gatherings of community members, particularly seniors, and he would like Director Perez to talk about what is happening at the Community Center and for the seniors.

PB&R Director Perez stated that he echoes what the City Manager said that the situation is evolving. He stated that, at city level, there was a lot of talk with other counties. He stated that, in terms of Parks and Recreation department, he was on many lists and they have been talking about that. He stated that there were some cities who are not sending their staff to the CPRS conference but CPRS is still holding it as of end of this day. He stated that there were two staff members who are supposed to be attending the conference. He stated that they are kind of keeping up with people and a few things are happening. He stated that they are doing more cleaning times, even though it is not part of their job to clean, and they are cleaning door knobs, handles, faucets, and make it a daily thing. He stated that they have signs everywhere and remind people to wash their hands. At the Senior Center, they went to a new program where they swipe a card to come in, pick their classes, and then it reminds them to wash their hands and it says it on the marquee outside the center. He stated that, at the congregate lunch program, they are putting out more tables with less chairs so they are spreading people out, but are still having the congregate lunch which is the daily lunch for seniors. He stated that they have had in service trainings to remind staff and volunteers about all the precautions they want to take. He stated that they are looking at their events. They aren't cancelling lunch now, but making some modification to it. They will continue to do meals on wheels because that is a very essential service they provide and they make sure it happens. He stated that they are taking a look at some events that are not happening now, but they are considering a ways out that they have some events with a larger group of people there. He stated that they are going to cancel the next several rummage sales they have and were looking at a way to redo their volunteer recognition dinner to not have everyone in that room all together. He stated that was still evolving. He stated that Jim Lange, Recreation Manager, is checking in with the county now for an idea to have a pack and go type lunch program. He stated that they anticipate that a lot of people might stay home and not come to the lunch program because of worrying about being

around a lot of people. He stated that the county doesn't let people take their food and have to eat it on site. He stated that it was thought of as a good idea but they are running it up the flagpole to see if that was something they could do. He stated that they can still get their meal and they won't have to be around everyone if that is a concern. He stated that their child care program is located at four school sites and they have been in contact with the superintendent and talked to them about what they are doing. He stated that, if something happens at the school, it will impact them and they will follow suit as they would in other emergencies such as fire danger with air quality or any type of things happening at the schools which will affect them as well. He stated that they have lots of precautions going on for the kids such as hand washing reminders. When they arrive and they are having them or any parents engaging with others they will be told they need to wash their hands with hand sanitizers and the teachers are more aware of the children and are checking in with them to find out what is going on. He stated that the child care workers are into cleaning things anyway but is happening a lot more. He stated that they have a remind app and they are able to remind the parents. They can focus on people in the program and if they need to get information to the, they will make sure to use that and the police department put out great information they have been sharing. He stated that staff at the pool, etc., are being reminded about different procedures for cleaning. He stated that they haven't cancelled any major events yet, but they are considering it as nearby cities are cancelling up to 100 people and others are 50 people or more. So they will be making some decisions as the events come up in the next month or two.

Councilmember O'Neill stated he got a text on Saturday asking him about people who are renting such as a Boy Scout dinner Saturday night at the Community Center. He stated that the high school is considering stopping all their rentals of the theater and rooms.

Director Perez stated that it was a great question and, in sharing information with other cities, he was talking with the City Manager about South San Francisco has gone to, if people want to cancel their events, that was fine and he will work with them on a refund, and they are probably going to have a self-selecting of their attendees as they may not want to attend. They haven't made any official decisions, but they are considering ways to answer concerns and walk them through that.

Councilmember O'Neill asked, if they decide to cancel the event, how much notice they will give them.

Director Perez stated that they would want to give as much notice as possible. He stated that on Friday, they had a different plan and things changed a lot over the weekend. Other cities were changing what they are doing and with the conference, everyone was going last week, and as it got closer, some weren't going and some that were. He stated that they will try to be as sensitive as possible and when it comes to a private rental, they will want to work with the person who is renting it and try to make it as easy as possible. He stated that, if their own event, they have more flexibility as a last minute cancel if necessary.

Councilmember Bier thanked him for all he was doing. She thought we were lucky to have him and his staff.

Director Perez stated that his staff is doing most of the work, and they should be commended.

City Manager Woodhouse stated that, because it is evolving daily and different guidance is coming, he appreciated everyone's understanding and flexibility. In terms of cancelling meetings and issues as things evolve, they may need to look at that, whether it was a question

of future City Council meetings to be postponed or not. He didn't know at this point, mentioning a call with city managers across the county and all of the cities are looking at that and some commission meetings are being cancelled, some are postponing Council meetings, and he wasn't saying that it was necessary at this point, but that they understand as this evolves they will be looking closely at it with the pros and cons for those decisions.

PUBLIC HEARINGS

9. City Council Call Up of Parks, Beach, and Recreation Commission's Decision to Uphold an Appeal and Deny Heritage Tree Permit HT-519-19 for City Heritage Tree Removal at 606 Canyon Drive

PROPOSED ACTION: Move that the City Council disapprove the Parks, Beach, and Recreation Commission's (PBRC) decision to uphold an appeal and deny the permit and approve Heritage Tree Permit HT-519-1 for 606 Canyon Drive to allow the City's removal of the Monterey cypress.

Councilmember Vaterlaus stated that she has to recuse herself based on owning property nearby.

Mayor Martin stated that this is a Council call up and it doesn't follow the regular hearing structure and there is no 10-minute appellant, 10-minute rebuttal. She stated that they have Commissioner Knowles from PB&R and she asked if they want her with them.

PW Dep. Director Bautista stated he had Parks Supt. Aren Clark along with the consulting arborist, Roy Leggitt from Tree Management Experts joining him, then presented the staff report.

Parks Supt. Aren Clark continued the staff report.

Asst. City Manager Hines stated that, as the city's risk manager, he has been working with Public Works on the tree program and has gotten a good education from all the team regarding the tree management situation in Pacifica. He was concerned when they have instances like this where they have a tree that the city is responsible and is hindered from removing that tree that is deemed to be removed. He stated that they don't question public safety when there is imminent danger and they have a qualified arborist who was telling them there were issues with the trees. He urged Council to consider the recommendation as his concern was the interactions that will occur if one of the trees goes down on someone's house, car or person as it then becomes his issue which is not a nice issue to deal with. He agreed with Public Works and their position on it.

Councilmember Bier referred to his mention of working on a tree program and tree management, and she asked if there was anything in the tree program about replanting and replenishing.

Asst. City Manager Hines stated that it was a policy that Public Works is open to exploring. He didn't think they were trying to make Pacifica a desert but trying to manage the trees we have. He stated that there was conversation about a replanting policy but they have to make sure they do it in the right way. He stated that he has learned that a lot of trees in Pacifica aren't native to Pacifica and there are trees in Pacifica that are native to denser and lighter soil unlike Pacifica. He stated that there is worry that, as they grow to be 100 + feet, staff will not be able to maintain

them. He stated that they have a bucket truck reaching a maximum of 70 feet with many trees over 100 feet. He stated that they are doing the best they can. He felt that they will definitely discuss a replanting policy but they are fine tuning.

Councilmember Bier stated that it was question time, but she wanted to deliberate.

Mayor Martin agreed but stating that they are asking questions, will open to the public and then deliberate.

Councilmember Bier thanked Chair Knowles for being present. She stated that, having been on the PB&R Commission, she was part of many tree appeals. She asked her about the decision that was made and anything that stood out that she can add to the discussion.

PB&R Chair Knowles stated that they considered the appellant's reasons and the appeal to maintain the tree as it was alive and part of an ecosystem. They heard many people support that. She thanked Aren Clark, stating that they learned a lot from him. She stated that he was doing his job to protect Pacifica but the trees bounce around because of the appeal process. She stated that they considered the Tree Management Expert's report which they thought it was bad but not bad. She stated that the margin of not being as unsafe as it appears to be and that was one of the reasons they were in favor of upholding the appeal. She stated that they had considerable discussion about the process. She stated that it may not be the Commission's role to reevaluate the process but Commissioner Abbott expressed support for reevaluating the process and perhaps developing a more solid urban forestry program. She referred to her notes from a tree appeal in February 2019 where Commissioner Abbott expressed support for a long term tree program as it was not a solid decision and was allowed to be overturned. She thought a more defined urban forestry policy would be good. She thought this tree was almost like a tipping point where other tree appeals have not been called up; perhaps they were safer but this tree was called up. She questioned whether it was a budget issue or upholding too many appeals and becoming too much of a burden on the city's budget. She felt more things need to be clarified for the PB&R Commission. She respects everyone's concern for safety.

Mayor pro Tem Beckmeyer stated she would like to hear from the Tree Management Expert on his arborist report appended to their packet. She stated that there was another report he gave at the PB&R Commission meeting.

Roy Leggitt, consultant arborist, stated that he has been involved in formal risk assessment for Pacifica since 1999 and has seen many hundreds of trees go and many hundreds come. He stated that there has been new planting, i.e., Calera Creek. He wanted to be sure everyone understood that the report he wrote was somewhat inconclusive. It was coming from the risk assessor and not from the risk manager. He stated that they have the decision to make based on the facts. He didn't think it would be appropriate to make the decision for the city. He stated that it was a tree that is top heavy with one side leaning. He stated that it will strike a target as well as power lines and Aren Clark can't do anything about it if something starts to happen and it was kind of a time bomb. He thought the urgency was appropriately stated in his report, i.e., not an imminent hazard that will fall down under normal conditions, but risk changes during storms and he wouldn't surprise him if they have bad news one day if this tree is around for a lot longer. He stated that at some point it will go to imminent and fall down. He thought this was a good case study for what is going on with the big mature trees in Pacifica. He stated that Monterey Cypress are the No. 1 issue now and there are still a lot of them and they are at a point in their development where they are not going to be able to continue for too much longer. He stated that it was rare to see Monterey Cypress exceed 100 years and there are quite a few

around that age so they will have this again and again as the trees become a critical issue. He thought this would give Council a framework for understanding it better.

Mayor pro Tem Beckmeyer asked if this was his company.

Mr. Leggitt stated that he did own the company.

Mayor pro Tem Beckmeyer asked how long he has been doing this work.

Mr. Leggitt stated over 30 years. He worked during the 1990s for the Davey Tree Expert Company and he now has a contractor's license is a consulting qualification, adding that he also has a bachelor of science degree in plant science and ornamental horticulture, as well as a certified arborist.

Mayor pro Tem Beckmeyer thought maybe she should wait until after public comment but stated that they have received a lot of letters that talk about carbon and the need to have the trees stay in place because of absorbing carbon. She also understands there is a tradeoff even as trees are still living if they have decay. She asked if he can speak to that.

Mr. Leggitt stated that carbon is in a cycle. He stated that when they introduce carbon into the environment, it will cycle through it again and again and becomes part of the environment. He stated that the idea of locking carbon up in trees is good until the tree decays or the wood decays and with decomposition it releases the carbon. He stated that coal is a way that a lot of carbon has been locked up which is a process that occurred hundreds of years ago when we didn't have fungi decaying wood and it got buried. He stated that they could do that again with wood to lock up carbon like coal does. He stated that wood in the surface area where it is decomposing will release carbon again.

Mayor pro Tem Beckmeyer asked if he was referring to having a cavity like this tree.

Mr. Leggitt stated that it does.

Mayor pro Tem Beckmeyer concluded that it was in a process of decay.

Mr. Leggitt stated that it was decaying from the inside out so it was like a tube or pipe and there is an element of solid wood on the outer areas and the decayed area in the center. He stated that the tree is adding to itself and sequestering carbon in the new wood and the interior is releasing carbon as it is decaying. He stated that it was at a stable point in terms of the carbon balance, probably net zero but no one knows the real number.

Mayor pro Tem Beckmeyer addressed Aren Clark as the Parks Supervisor and asked if he can talk about his expertise in the city and in his career around trees and his knowledge base.

Parks Supt. Clark stated that his experience was different than Mr. Leggitt as he has spent more time climbing around in trees but he has spent more time evaluating more trees than he has. He was familiar with the trees in Pacifica. He was with a private tree company for seven years before he started with Pacifica and has been with the city for 30 years and was a certified arborist, climber and powerline clearance tree trimmer and tree risk assessor. He stated that he has a lot of experience with Monterey Cypress and very good at knowing how much to cut off a limb to make it stay and if the limb is going to break, and knowing if there is enough wood to support it. He wanted to address a few points before they open up for discussion as these will

come up. He stated, until recently, there was no pathogen to really attack Monterey Cypress trees in Pacifica. He stated that there is now because the weather is changing and they are getting the fungus that is a disease that is a problem with Monterey Cypress and was spread all over the world by shipping Monterey Cypress trees around the world which has devastated other Cypress populations of different Cypress species over the world and it was now showing up in Pacifica. He stated that the reason they see the old Monterey Cypress trees along the coast was not because it was a good environment for them, but because that environment is so harsh that pathogens can't survive and the trees live a long time. He mentioned that it was like the bristle cone pine forests in the White Mountains. It was not a good environment for the trees but is such a harsh environment that nothing attacks the trees and they live a long time. He stated that, until now, they have had a lot of Cypress failures in Pacifica and most people aren't aware of them all. He stated that every Monterey Cypress that has fallen over was 100% healthy. He stated that there was nothing a tree will say to let you know that now it was time to cut the tree down. He stated that, in urban forestry, a lot of people won't want to hear that, in a professionally run urban forestry program, you cut down a tree at 60% of its lifespan even if healthy as that was what was called a safe, useful life expectancy. Otherwise, you will spend a lot of money and make a lot of guesses about the tree after that point. He referred to the idea that, through some sort of procedure, you can extend the lifespan of the trees, and stated that they have run out of procedures on a lot of the trees. He stated that there is no process that he can apply to the tree that will increase the safety level. He stated that they might be able to keep it at the present risk level for a period of time if the weather cooperates. He wasn't worried that it will fall over tonight or that it will fall over this winter as we haven't had any rain, but they had an 80-foot pine tree fall over two weeks ago on Everglades because of the wind. The tree fell where all the kids park their cars. Luckily, it was a Sunday and the kids weren't in school. He stated that it covered the entire street. He stated that they are unpredictable. He stated that the city, going forward, needs to look at the trees it plants. These trees were planted 100 years ago and he thought it was great that they did it, as they worked with the best information available at the time and probably didn't have the choice of species that we have today, but they planted Monterey Cypress, Monterey pine, black Accacia and eucalyptus trees - two of them are absolutely non-native and invasive, with one of them that Cal Fire is trying to declare a noxious weed and want them all removed. He stated that the others were problematic in terms of size and Monterey Cypress were especially problematic in terms of the weakness of the wood and tendency to split and lose limbs in high winds. He stated that we have a risk level all across town. He stated that this tree was picked out with several others as they do every year to try and slowly work toward a safer environment. He stated that, if you have a low risk level spread across a lot of specific units, even if the risk level is 1% or 2% for any particular tree, your risk level on the forest as a whole is 80% or 90% in any given event which is exactly the situation now. He stated that with any storm we have we are going to have property damage as we do in every single storm. He stated that it didn't need to be that way as all the trees were introduced trees and they are a completely man-made environment in Pacifica and we have choices we can make. We can have a nice environment without the risk and manage more trees with less money if we had safer and smaller trees. He stated that, with the cost it takes him to prune the tree, which wouldn't be effective, he could plant 100 trees. He stated that those were the things people need to look at. He was just looking for some direction as this is the situation he is in. He stated that he didn't have a lot of options.

Asst. City Manager Hines stated that, based on his conversations with Aren Clark and the rest of the team, this situation they are hearing about this particular tree is not unique and that is the frustration they see on his face regarding what he does with the forest of trees that are in need of care and remediation and he has had to deal with that for a number of years.

Mayor Martin referred to Mr. Leggitt saying his report was inconclusive.

Mr. Leggitt stated that it was conclusive that it is a moderate risk tree, leans, is top heavy, has a specific target and has a hollow in it. He stated that the tree has elements of his assessment that are conclusive, but what to do with it is not conclusive because it does not pose an imminent hazard as of the date of his inspection but it does have risks that they can't manage, mitigate or reduce. He stated that, if they want to continue to maintain a tree like that, it was Council's call. He stated that was where it was inconclusive, as he is not giving them something that says it needs to be removed.

Mayor Martin stated that they don't have a tree inventory yet, but they hope to do moving forward with the Tree City status.

Parks Supt. Clark stated she was correct. They have inventory street trees that are large enough to present significant risk and that was all the funding they have had and they don't have a complete inventory of the trees and never done any real assessment of the open space trees.

Mayor Martin stated that it has come up when they are talking about becoming a Tree City USA which is some of the funds they will now be able to apply for and getting a real inventory of what they have and being able to grade them.

Asst. City Manager Hines added to Mr. Clark's comment that they will also be building a layer, as the city was in the process of looking into a new GIS application and it allows them to put certain geographical layers within that information system for all to see, such as the pipe infrastructure for waste water, the general plan, the cannabis retailers and they can see it all in different layers. He stated that one of their future plans is to figure out a way to come up with a very detailed layer of just the trees in Pacifica. He stated that they will need both Mr. Clark and Mr. Leggitt to help them with that. He stated that now Mr. Clark can tell them where the trouble spots are but they want to figure out a way to ID all of the issues that may be an issue with the trees and that is what the GIS application will do.

Mayor Martin stated that she was asking because of our Tree City status with new grant funds available, and it was a great start like the Bike and Pedestrian Master Plan. She thought, once they get an inventory, they can find funds to work on the maintenance program. She came across information like Pacific Grove in Monterey County that policies regarding moderate risk trees stay up until they are appealed to come down. She stated that they identified 5 or 6 this year.

Asst. City Manager Hines stated it was six.

Mayor Martin thought they were at that crossroad. She stated that one question that came up from one of the commissioners that she thought was important was why Council was calling this up and she didn't know the answer to that question and she was asking her fellow councilmembers for the answer.

Councilmember O'Neill stated that it was to facilitate the discussion because it was a request from the PB&R Commission to facilitate a discussion but he thought it might be more appropriate for the March 21 meeting for a tree policy and a formal procedure, such as Pacific Grove's tree maintenance. He saw the tree and thought there were some issues.

Mayor Martin stated that the answer was not that the city did not have enough funds, but what Councilmember O'Neill said. She opened up the Public Hearing.

Jay Rees, Pacifica, stated he lived on Loma Vista and came for the PB&R meeting. He stated that the trees were planted about 80 years ago and whether they knew what they were doing, they are all on city property and he thought the discussion of what to do with them now is not based on anything in the past, but just that they are here, support bees, birds, etc., He suggested that they have some kind of a plan to plant new trees that are reasonable for the neighborhoods before they start taking down trees that people, bees, housing value, etc. rely on. He thought it was a little more protected. He stated that there are trees very close together and cutting one down was not going to help the other tree and he heard it was a moderate risk tree and it was brought up at the last session that this was the beginning of a plan to cut down moderate risk trees. He thought all the high risk trees are now taken down or managed in some way. He thought this was the beginning of the moderate risk trees. He stated that 34 trees were taken down two years ago by the school where the hawks are.

Mr. Rees asked if they want to see the report he has.

Mayor Martin stated that he can had it to the City Clerk. She asked if he needs it back.

Mr. Rees stated that he did not.

Tygarjas Bigstych, Pacifica, stated that he was curious about the symbiotic relationship between the two trees and the experts can speak to that if such exists. He stated that he read the minutes from the PB&R appeal and there was a recurrent theme. He read comments from that meeting and would draw his conclusion from them. He thought there was a goal setting session in two weeks and that would be a perfect time to iron out a proper tree strategy is in the community if one is not in place at this time. And after that, they won't have to have an agonized conversation in the future. He was sure a resolution will be reached.

Julie Duffy, Pacifica, stated that she was speaking for herself and Sue Bachman who could not make the meeting. She stated that a lot of what she was going to say has already been discussed and she was changing things. She believed that the PB&R Commission did their job and thoroughly vetted the condition and the value of the tree. She stated that it was designated as a medium or moderate risk tree, not a high risk tree. She thought, if there was going to be a problem, it would have been designated as a high risk tree and they were looking at it regarding whether it was a green light decision to take a more aggressive approach. She stated that during storms, they get high winds in the canyon and nothing happened to the tree. She thought bees can be relocated, but there was no rush to take the tree out of the neighborhood. She tried to figure out how this tree made the list, and she thought it was being done neighborhood by neighborhood. She thought a neighbor adjacent to the tree had indicated they saw the cavity and thought it was unsafe and had been requesting the city to remove it. She stated that another neighbor who was in the path of a problem didn't know it was going on and she was only going to get her voice heard if she paid an appeal fee. She thought it was troubling that there was no mechanism to provide input. She felt they should not rush to judgement and take some time to see what happens next.

Gail Benton Shoemaker, Pacifica, stated that the California poppy is designated a native California plant, and the Monterey Cypress is also a native California tree and they are distinctive and iconic in Pacifica and are known to live 150 years. She stated that the tree being discussed was referred to in the arborist report where it stated that there was no reason

why the tree should be removed based on the defects identified. And she recommended that the tree be managed. She stated that the appellant does not want the tree cut down and was willing to assume risk. She referred to the two adjoining trees and scientific evidence has determined that trees communicate and have nutrients. She mentioned some of the qualities mentioned by the arborist earlier and other qualities that the trees provide to the city. She thought the plan for removal of low risk trees would deplete or urban forest, and neighborhoods like Vallemar and Sharp Park would lose character and property value and removal would contribute to climate change in a town that was fighting sea level rise due to global warming. She stated that it was cheaper to cut down the tree than maintain it. She stated that Pacifica didn't have sufficient funds for maintenance of trees and it was an issue that needs to be discussed. She stated that other cities use ABAG funds for risk management or Prop 68 funds to maintain trees and she suggested that Pacifica could look to those funds as well. She stated that Pacific Grove has a policy of only removing high risk trees and managing moderate risk trees which takes the burden of tree removal decisions off the shoulders of individuals in Public Works. She suggested that Pacifica take this approach with allowances for citizen requests to remove individual problematic trees. She stated that it was mentioned that this tree hearing would be a precedent setting decision for the fate of the 200 moderate risk trees and she requested that they give this tree a reprieve until it is high risk and work Pacificans and staff to develop a transparent defined tree policy.

Katherine Curry Meria, Pacifica, stated that there were two trees in front of her house at Canyon Drive and there was a third tree that Pacifica removed the tree as it had fallen over and leaning against the uphill tree. It left a stump which is still there and decaying. She stated that the uphill remaining is now leaning uphill. She was worried that the uphill tree may fall to the ground. She stated that they are concerned that people's properties, may be damaged by falling branches or the tree. She stated that the uphill lean was a concern that it may come down and damage their home or a neighbor's home or hurt someone walking or driving. She stated that when the branches take down power lines, it removes power for many homes and has blocked the street in both directions. She stated that the branches overhand their yard and have damaged or destroyed large garden decorations, fencing, etc., and it was a constant concern that someone may get hurt.

John Meria, Pacifica, stated that for years he and his wife had requested that the city remove the Monterey Cypress leaning toward their house. He stated that there are tree cavities on the tree harboring squirrels and a bee colony and they think they weaken the tree. He stated that a few years ago, the city paid tree pruners who had to climb into the tree and remove branches from the two trees. He was dismayed at the waste of city funds which was costing thousands of dollars each day and they could have completely removed his threat and the city's problem. He stated that they have had a tall heritage size Monterey Pine tree removed from their property because it threatened their neighbor's home. He stated that no one objected to that tree removal and they were now asking that the city removing the leaning, weakened Monterey Cypress that is a threat to their home. He stated that he has photos of Sharp Park in 1900 and there were no trees at all in the valleys in their neighborhood. He stated that Pacificans have brought the trees in and must now contend with their demise. He stated that heritage tree size is an arbitrary designation and a heritage tree is also an inheritance tree which burdens the city and the city demands property owners to cut their weeds to reduce fuel loading in neighborhoods and the trees are tall weeds. He asked if the city waits for the natural death of a compromised tree or will they be proactive and take it down now instead of waiting for a popular vote of the neighbors as to whether it is a medium risk tree or has become a high risk tree. He stated that staff is knowledgeable but the city has financial restraints and staff are trying to keep ahead of the problems.

Nomi Harper, Pacifica, stated that she lives on Canyon Drive and she doesn't want the tree to come down. She loves the tree and the animals and wildlife that live in the tree and depend on the tree. She stated that she was not the only one. She feels that the city is using a citizen's complaint for their own agenda to cut trees rather than use funds to trim trees that keep them healthy. She stated that, if you trim the tree and allow the wind to go through it, you are really keeping the tree healthy and there is no clutter and no possibility of a limb falling. She stated that the PB&R are projecting a lot of fear of what could happen. She stated that there are no guarantees in life. She asked why they want to kill something because of the fear of what might happen. She thought the fear was only 40% valid and this tree was a moderate risk tree. She stated that they need to plant trees 30 years prior to when a tree is thought that it should come down. She didn't believe in taking trees down but let them come down naturally. She was certain the expense that it might incur if they came down would not be as expensive as has been exaggerated. She stated that there are other cities that have plans in place that protect the trees and they do diligence before trees are taken down. She stated that Burlingame only removes dead, diseased or unstable trees. She stated that Davis defines hazard tree abatement as the removal of dead or dying trees. She stated that this tree was not dead or dying and wouldn't be eligible for removal using the hazardous tree abatement reasoning. She stated that Roseville tries to replace three trees for every tree removed. San Diego plants two replacement trees. She stated that Pacifica has more benefits by keeping trees in our community rather than removing them. She stated that they are being removed at a very high pace. She asked they take into consideration how many people love the trees.

Bridget Duffy, Pacifica, stated that when things are green, they are taking in the air like we do. When we take in air, our lungs sequester oxygen and release what we don't use, carbon dioxide and the plants do the opposite, they take in and sequester the carbon and release the oxygen and that was why we have a symbiotic relationship. She stated that the carbon goes into the roots as the plant decays and once it is completely over with, the carbons are deposited in the soil. She stated that, if you cut something down in the middle of growing, it releases all the carbon and cutting a live tree was extremely bad for the environment. She stated that three years ago scientists were giving us dire warnings about the environment and now the rain forest started burning down and Australia. She stated that the climate emergency from three years ago has gotten worse in the last six months to a year. She felt the only mechanism for carbon sequestering that we currently have, is trees and the most powerful engines are the oldest trees. She stated that to cut an old tree, you are cutting one of the engines we have to get rid of the carbon in the air. She understood the plight as she has neighbors and talks in depth about the heritage tree problem and she suggests that the city start putting money into looking into options. She stated that in Canada, they are cloning the mature trees. Rather than planting a tree and wait for 25 years for it to mature and start sequestering carbon, we can clone the mature trees before they take them down. She stated that we need to think about as we have an emergency on our hands and she felt it was irresponsible to be cutting things down. She hope they save the trees and the bees as well as they are going extinct.

Cindy Abbott, Pacifica, stated that she has served on the PB&R Commission but tonight she was speaking as an informed individual and not for the commission. She referred to Mayor Martin and Councilmember Bier for their service on the commission, tree appeals are some of the most difficult things that come before them. She felt the trees were the most difficult things that come before them. She stated that more peoples are appealing and raising concerns about the trees in the city. She stated that the commission vote unanimously not to take down the tree. She stated that staff has said there is no way of knowing when any tree is going to fall even if not on the list of moderate trees. She stated that they read the survey about the tree

and read the arborist report that states that, since decay is minor and response growth is strong, there is no increase of failure for the trunk and it remains a moderate risk tree. She stated that the recommendations and conclusions were to manage the tree as a moderate risk tree and there was no reason to think that it couldn't be maintained, and this tree supports many species and was adjacent to a tree of similar age and height. She stated that they saw pictures of the trees over the past 12 years and they talked about any change from that lean from the time when it was taken in 2007 and were told there was no change. She stated that they want a strategy that informs the community about the trees and decides how they want to move forward to be a true tree city and support their environment and what they bring to the city overall.

Pamela Wiston Charbonneau, Pacifica, stated that they may remember that there was a tree on Brighton Road taken out to enlarge a driveway and they were to replace the tree with five other trees in the neighborhood. It was deemed a low risk tree by Mr. Clark who was wonderful about how he felt about it. She stated that the house is beautiful and the tree is gone. She stated that they asked them to put of five trees and only one tree has been put in its place. She stated that, if the trees are taken down, who will reinforce the fact that there has to be trees to be put back because of the heritage law. She is asking who will be responsible to follow through on the law that once the tree comes down they are supposed to put trees back. She was sorry about the two trees if they have to come down, but she believes in safety first. She feels that it is a tough decision. She stated that, if they start a program that says they must replace the trees, there has to be some follow up.

Nancy Hall, Pacifica, stated that she was mixed about this issue as she has been involved in the tree program in her neighborhood. She stated that part of what got her involved was concern for the trees in Vallemar and she was involved in creating an organization that planted 300 trees and had a festival. She mentioned a branch falling from a tree in front of her house and almost hitting her, which caused her to have compassion for those who worry about their safety. She stated that finding the middle ground was important and taking action to create an urban forest that we all can live with. She encouraged those who have compassion for the trees take the next step and create an urban forest in which they can live.

Mayor Martin closed the Public Hearing.

Councilmember O'Neill stated that, in looking at the report, there were some trees that say severe consequences but are not marked for removal. He assumed the X in the remove column was the tree they thought should be removed. He stated that some of the trees marked with severe consequences are not marked remove and he asked why.

Mr. Leggitt stated that they have two different matrices that they run risk criteria through in order to come up with a risk rating and if the likelihood of a failure scenario is unlikely that it will fall and even though the consequences would be severe and destroy a home or kill someone, it would still be through the tree risk assessment system a low risk tree and would not be removed. He stated that for moderate risk trees that can't be managed to be low risk trees and increasing to become high risk trees during storms, they are being recommended for removal but not all moderate risk trees.

Councilmember O'Neill asked if part of the risk assessment was if a branch was falling or the whole tree.

Mr. Leggitt stated that there are multiple risk assessments done on single trees in certain

circumstances and they do that risk assessment because they are assessing for different failure scenarios, such as whole tree, branch, scaffold failure, etc., and there might be three risk assessments in the data where they are trying to look at every aspect of failure and the consequences of that before they determine the final risk rating.

Councilmember O'Neill asked what a scaffold failure was.

Mr. Leggitt stated that a scaffold branch or limb is one of the main parts of the tree that comes off the trunk that holds a big chunk of the canopy.

Councilmember O'Neill stated that branches come off a scaffold and then there is the big trunk.

Mr. Leggitt stated that, as far as the Monterey Cypress, a lot of the scaffold branches are as big as whole trees.

Councilmember O'Neill stated that he mentioned that this tree was approximately 100 years old.

Mr. Leggitt stated that he didn't know the exact age but it wouldn't surprise him if it was in the 80-100 year range.

Councilmember O'Neill asked the typical life span for a Monterey Cypress.

Mr. Leggitt stated that part of the public testimony said they could live to be 150 years old. He didn't say that was wrong, but he thought it would be one in 100,000 as most of them go by the wayside after 60 years more or less and don't make it to the halfway point. He stated that it was a unique individual that makes it to that extreme age.

Councilmember O'Neill asked if he has any matrix as to what trees that have failed rated such as the one on Everglade. He asked if that tree was on this matrix.

Mr. Leggitt stated that they had no data on that.

Parks Supt. Clark stated that they didn't have any data on that.

Mr. Leggitt stated that they only looked at large street trees that pose risk to the public in a substantial way.

Councilmember O'Neill referred to one speaker stating that these are native to California, but in this area they considered it almost an invasive species.

Mr. Leggitt stated that they are native to the Monterey peninsula and why they are called Monterey Cypress. He stated that was where the Pebble Beach company is. He stated that Monterey Cypress in this particular area are in some ways pretty suited to it but in other ways not. He thought the issue here is primarily around the denser urban nature of the site as they have large trees with a lot of targets and impacts from utilities and roads. He stated that they are so big and run out of room or interfere with what they are doing and threaten the public. He stated that it was a different setting. He stated that Point Lobos is a state park and open space.

Councilmember O'Neill asked the city attorney if it was possible to have the homeowners sign a hold harmless agreement or something that could be recorded on the property and if they rent tenants have to do it so the city would have no liability on this if the tree falls.

City Attorney Kenyon stated she was not sure what vehicle they would have to require them to sign such a hold harmless. She stated that, in this situation, there isn't a private property owner who is requesting anything from the city in terms of a permit. She stated that it was usually when the city has the ability to require an indemnification of that sort. She stated that, in this situation, she couldn't think of a vehicle that the city could use to require a private property owner to indemnify the city, at least for this tree.

Councilmember O'Neill stated that he discussed this issue with Cindy Abbott.

Mayor pro Tem Beckmeyer referred to the document appended to the staff report, appendix A, and it was an 11-page approximately 50 lines per page and it looks like a survey of street trees. She stated that it didn't have a title and she wanted to clarify what the document is.

Mr. Leggitt stated that it was the tree risk assessment data and was all of their work and the spreadsheet that Parks Supt. Clark works with every day that they created for him and maintain.

Mayor pro Tem Beckmeyer stated that it has a date of 2017 and she was noticing in the packet a listing of six trees they said will be removed, some on Loma Vista.

Parks Supt. Clark thought there was four on Loma Vista.

Mayor pro Tem Beckmeyer stated also on Mirador Terrace. She asked if this was part of that group.

Parks Supt. Clark responded affirmatively.

Mayor pro Tem Beckmeyer asked if it has been a while since it was determined or since 2017.

Mr. Leggitt stated that it was correct and three years have gone by.

Mayor pro Tem Beckmeyer asked if this document would form the basis of a tree policy or one of the contributing documents for a tree policy such as has been described, along with specifications that, for every tree that is cut, you have to plant a specific number of trees. She asked if he has seen such documents like that in his work.

Mr. Leggitt stated that it would be an appendix to a document. He stated that he and Aren Clark have worked on policy in terms of written policy as well. He thought they have a comprehensive way of looking at trees. He thought the Council had a thorough presentation from them.

Mayor pro Tem Beckmeyer thanked him for that presentation.

Mr. Leggitt stated that they weren't moving recklessly through the urban forest and taking trees out unless they pose problems. He stated that it was about management problems but not about individuals who do or do not want trees, but about trees they can't manage which is the motive and he thought they were pure in that.

Mayor pro Tem Beckmeyer stated that she heard in the staff presentation that standard pruning procedures are no longer productive and that with moderate risk trees failure is more likely than not. She asked if, from a risk management standpoint, that was an accurate assessment.

Mr. Leggitt thought moderate risk trees are the exception to the rule in most communities. He thought they were much more common in Pacifica than in most communities.

Mayor pro Tem Beckmeyer thought it had something to do with our funding and lack of ability to have a tree maintenance program like some of the other cities mentioned.

Mr. Leggitt didn't think it was to point a finger at their programs or how they maintain the trees but because Pacifica has so many very large species of trees and they are inherently going to be a lot riskier because there are more targets beneath them because no matter where they fall they hurt something. He stated that Pacifica has a big population of big trees and most communities do not have that many large trees in their populations. He thought the idea of assessing risk and looking at moderate risk trees as opposed to low risk trees, they were looking at the 1% that achieves moderate risk in what he would consider a typical tree population. He stated that it was a bigger number in Pacifica than 1%.

Mayor pro tem Beckmeyer thanked him for pointing that out. She stated that in regard to liability, what they have determined from reports and from the city attorney is that the tree presents a dangerous condition and we have to think about is the likelihood of liability and claims and being fiscally prudent for the city. She thought to make a claim based on a dangerous condition of public property, a plaintiff must establish that the city owned or controlled the property, the property was in a dangerous condition at the time of the incident, the dangerous condition created a reasonably foreseeable risk of the kind of injury that occurred and either the city's neglect or wrongful conduct created the dangerous condition or the city had notice of the dangerous condition. She thought it was a you knew or should have known situation and it strikes her that this presents a significant liability should the tree go down. She asked if she was right in her thinking.

City Attorney Kenyon thought what was heard today is that there was an analysis of risk that was done by city staff, arborist and tree management expert and from risk manager who is saying that this risk for the city is one that is too much for the city to handle, at least from staff's perspective. Whether or not this would create a legal liability, the risk assessors would say from a legal standpoint they would need a court to tell us if that is a dangerous condition of public property. She thought the decision for Council at this time was to decide whether or not their assessment from the risk manager and arborist experts is a risk that Council is willing to take. She acknowledged that there is a risk but the question was how much of a risk is Council prepared to take with regard to a tree that has been assessed as having a potential for creating damage to property.

Councilmember Bier asked who monitors tree replacement.

Park Supt. Clark stated that it was a good point that was brought up and he stated that we don't have a really good system in place for that. He cannot go onto private property and demand to look at a tree and the city does not have a system in place where the person has to provide proof of planting or proof of survivability, and those things have to be added to the system. He stated that they plant trees and monitor them. He stated that they just planted 30 trees in Vallemar and they have only watered them once and were clear that they didn't have the staff time to do that and volunteers haven't stepped up and followed up with that. They were hoping for more winter rain and they plant and hope for winter for the trees to get established. He stated that planting trees takes a lot of buying in from local residents. He stated that they have had a lot of help in Vallemar over the years, but in other areas of town organizations haven't been formed and they don't have people to work with. He stated that Sandy Ayres in Vallemar has been very helpful over the last couple of years in helping select tree species and planting. It

takes individuals in the community to push that forward.

Councilmember Bier appreciated his expertise and was glad he was with the city.

Park Supt. Clark stated that there are things that were said but it depends on where you stand on what the perception looks like. He stated that, from his standpoint, they have to understand that he has been put on notice on every tree in town. He stated that there isn't a tree in town that someone hasn't called him up and demanded that he remove it. He stated that, if he was responding to everyone, there wouldn't be a tree in town. He stated that any tree he does remove will have the perspective that he is responding to the person who wants it removed because there is a person who wants every tree removed. He stated that this tree is one of the first ones he checks after a storm, and the first ones he visits are on Minerva and Loma Vista to check for any damage as he worries about the trees. He stated that they evaluate it and look at them carefully. He stated that the trees are 100 years old and, as mentioned by Mr Leggitt, are that old because of the excellent care they have taken of them and most trees in other cities would have been removed. He stated that the idea of there being some trimming technique that they could do to thin the foliage out, but he thought it was the worst thing you can do to a Cypress tree. He stated that we have lost more Cypress trees in Pacifica in people's homes because they hire people to come out and say they can thin it out and let the wind blow through the tree and the tree falls apart in the first storm. He stated that it was the worst thing you can do to a Cypress tree. He stated that you have to do in weight reduction, which is taking the weight off the end of the limbs. It is very time consuming and difficult and a lot of tree companies want to sell people on the thinning thing which is easy to do and sounds great on paper but if you take all the limbs off a tree and it is just a piece of wood, you can start shaking that tree and get a wobble, but if there is one limb on the tree you can't do it. He stated that the limbs actually dampen the movement of the trees and the foliage on the limbs dampens the movement of the limbs. He stated that once you strip the limbs, i.e., lion's tailing, and leave all the foliage on the tip, and the wind blows, it whips and breaks. He stated that there is nothing they can do to make this tree better. He stated that whether or not risk is okay or not, that is for people to discuss. He wants to be clear that there is nothing he can do that will lower the risk of that tree.

Councilmember Bier stated that, during her time on the PB&R Commission she cannot recall one time that there was a 5-0 vote for a tree appeal. She finds it interesting but she doesn't remember one. She stated that she thought that was significant and as a former commissioner she wants to honor the work of commissions. She knows how much time they put in. She would hate to vote on this tree without having some kind of system in place and she felt it was necessary for them to have a study session and come together to create an urban forestry program. She concluded that it will take time but she will be bringing that up at goal setting. She felt they need to wait to remove the tree until they have a plan in place to replace it, replenish the area, move the bees, and move forward systematically and take care of what needs to be taken care of holistically.

Councilmember O'Neill agreed with both Councilmembers who have spoken. He agreed that it was a hard decision as he respects staff, consultant, commission and the neighbors. He stated that his personal experience is that there are trees on his property and two have fallen and hit his house, one being his neighbor's. He stated that the guy they called to haul the log away was good with a chain saw because he cuts trees in Golden Gate Park and he had him look at all the other trees and he thought they all looked good and he didn't think there was any problem, but in another storm another tree fell, although it didn't hit his house. He stated that his personal experience is that you don't know when it is going to happen. He stated that the

trees that fell on his property were a lot shorter than this one is. He stated that they are stewards of the city's assets and he thought they should not arbitrarily get rid of them and agrees they need to have a process and they need to have something done. He agreed with Cindy Abbott's comments. He thought the model of Pacific Grove could be adapted to Pacifica. He stated that there was the liability part to the city but it is on his conscience if the tree falls and hits a house because there could be someone in the house that gets killed because of the tree falling on the house. He mentioned trees falling in Vallemar and one just missed falling on a bedroom. He would support staff's recommendation to remove the tree.

Councilmember Bier asked about replacing.

Councilmember O'Neill stated that he has no problem replacing the tree by a 3 or 4 ratio.

Councilmember Bier asked about the bees.

Councilmember O'Neill thought the bees could be relocated to another hive. He thought Aren Clark said they have done that before.

Park Supt. Clark stated that he has three beekeepers. He wasn't promoting moving bees as he didn't like doing it and it wasn't something they want to do, but when they remove a tree with bees in it they contact beekeepers. He has two beekeepers approach him and wanting the bees from this tree and are willing to do the removal before they remove the tree. He stated that generally they go out early in the morning and tape up the holes and try to remove that section of the tree with the bees in it and transport it to a beekeeper, but in this case they have a person who wants to remove them in place. He stated that it was a problem and they don't kill bees. Unfortunately there are bees in this tree and an unfortunate situation that they are dealing with.

Councilmember O'Neill stated that what hit home for him was Aren Clark's remark that, if this tree is falling down and the residents in the neighborhood call, our first responders have no way to deal with this because the tree would be falling and the only direction they have is to cut the tree and try to maintain it. He didn't feel it was appropriate for Council to vote and deliberately put the first responders in any danger, whether Public Works, police or fire.

Mayor Martin appreciated all the hard work and she referred to the homeowners who would be directly affected and asked what their input was.

Park Supt. Clark asked if she meant what their opinion was.

Mayor Martin responded affirmatively.

Park Supt. Clark stated that they were in disagreement. He stated that it was very unusual and he has a lot of respect for Ms Bachman. He stated that she was comfortable with the risk it poses but the other neighbors are not. He felt it was a 50-50 split on that.

Mayor Martin stated that she also served on the PB&R Commission and they didn't take these things lightly and went out and did a site visit. They have a deep team of experts and they respect their opinion. She also doesn't remember ever seeing a 5-0 vote, and she remembers one appeal where they loved the tree but they wanted it to come down because they kept having to repave their driveway. She stated that it was a difficult decision because what wanted to take the tree down but did not and it was the same emotion they are all feeling now.

She stated that she has had trees removed from her backyard and the most recent cost estimate they got for a eucalyptus removal was upwards of \$10,000. She stated that it will fall on her house and it will kill her and her husband. She stated that it looks okay for now but she would love to have the city pay for that but it will be on the homeowner. She stated that, for this woman to take on the risk and want it there holds a lot of value, but she thought while he said the report wasn't conclusive, he had a lot of conclusions. She stated that ultimately, whether to take it down was inconclusive as there was a lot going on with the tree. She appreciated its age but also appreciated the idea that if they wait until they get a mitigation program in place, it might make it more palatable for a lot of people. She stated that Loma Vista keeps coming up. She has a friend on Loma Vista and they had damage from the tree across the street from their house and six of the trees on Loma Vista are recommended for coming down. She stated that he filed a claim with the city and they denied it. Now, that same tree is being positioned to come down. She stated that these are not easy and they are put in very difficult situations. She stated that she didn't want to be making this decision and she wished PB&R never brought it up. She respected that they did. She stated that it was democracy. She stated that it was probably going to be a split vote but someone can make a motion.

City Manager Woodhouse added that the issue of developing their urban forestry plan and revising policies and looking at ordinances was brought up. He wanted to be clear that such an undertaking is a significant undertaking that touches every department in the city - Finance, City Manager's Office, Public Works, Planning, Legal - and will be expensive and take a long time because of the significant amount of public input and engagement that will be necessary to talk about and develop every aspect of that, whether assessing, removing, planting, etc. He stated that with the concept of waiting, if Council were to prioritize that undertaking as a major goal at goal setting and staff were to begin at the beginning of the new fiscal year, it could be a year before that occurs and a lot can happen with these trees and storms next winter while they are waiting. He stated that they haven't developed the time line and scope as they have more information coming forward to Council at goal setting about what the potential scope of that type of program is.

City Attorney Kenyon stated that, if there is a motion and a second and a split vote, there would be no action and the decision of the PB&R Commission would stand. She asked, if there is a motion to not overturn the decision of the PB&R Commission decision, that there be some analysis that Council does not believe that this tree poses a risk because they have heard staff's opinion that there is a risk and it would be important for the record for Council to indicate that they are not concerned with that risk at this time and it does not expose the city to future liability because Council has made a determination that they do not believe that the tree poses a risk. If there is a discussion along those lines, that is what the subject is that Council should be considering. She stated that they were talking about two separate things, this particular tree and this particular issue that has arisen from the city's request to remove this one particular tree versus an overall urban forestry program which the City Manager has already indicated that they will probably be discussing during goal setting and that is a separate matter. She stated that there are issues Council can do with this particular tree that would not be impacted either by or from a more over-arching program. She stated that there are issues the Council can do regarding this tree that would not be impacted by or from a more over-arching program. With regard to this tree, if the decision is not to remove the tree, she would assume that Council would be making that decision because Council doesn't believe that there is a risk associated with keeping the tree in place, at least for a bit longer.

Mayor Martin stated that, on hearing that, if there is a split vote, there will probably not be an opportunity to have that discussion with more than two people and that makes it difficult.

City Attorney Kenyon agreed that it makes it difficult, and if they want to deliberate more before someone makes the motion so they have it on the record that, even if they make a motion not to remove the tree, it was not because they are dealing with anything except that one of the reasons is that they don't think there is an immediate or moderate risk of that tree causing any damage in the near future.

Councilmember O'Neill asked if that means the two that probably will vote to uphold the appeal talk and the other two do not talk. He personally feels there is a liability.

City Attorney Kenyon stated that she was trying to get the record clear in terms of where the Council is going and if there are Councilmembers who believe that they do not feel that there is a risk associated with these trees, that they express that.

Mayor Martin asked if they do that now.

City Attorney Kenyon stated that they were in the deliberation period.

Mayor pro Tem Beckmeyer didn't think she was giving her what she wants, but she does think there is a liability. She stated that she was asking that if they think there is no liability to say so, and she was not in that camp. She stated that they don't know and they heard the experts tell them that they don't know when anything can happen and they know they have had a recommendation from 60+ years of expertise with trees and deep knowledge of Pacifica's situation. She stated that even from the consultant who has been involved with Pacifica since 1999. She stated that it was not easy for her, but she has to do what she thinks is correct which is to overturn the decision and allow the removal of the tree. She stated that there are some conditions or stipulations. She stated that Councilmember Bier brought up a lot of them. She stated that she knows Aren Clark and he doesn't go and do things in a haphazard way and there will be a plan, but it might be helpful if they articulate what they want to see in that plan in regard to the plan to move the bees. She stated that it occurred to her not to make too many matters converge in one place but they are still waiting to finish their beekeeping conversation they started. She didn't know if there was anyone in the neighborhood who is a beekeeper and wants to be part of that. She didn't know if it was practical but it might be of interest to someone. She has a question about how they go about requiring, mandating or affecting the planting of replacement trees which she realizes that there is no replacement for an 80-year-old tree. She stated that, if it is a street tree, she asked if they have property to plant a tree or is it strictly in negotiation with the neighborhood on planting it on their property.

Councilmember O'Neill thought it was beyond what the city attorney asking for now. She was getting into whether they want a program for urban forestry and he thought they all agree to that, but he thought Councilmember Vaterlaus should have input on that aspect. He stated that the part saying that they don't think there is a liability on this tree and the rest will be discussed in March.

Councilmember Bier didn't think that was necessarily so, as if they are going to remove this tree they can stipulate that they want to replace the tree as that was what they were able to do with PB&R Commission and they can say how many trees they want. She thought this was a hard thing to do. Her experience on the PB&R Commission is telling her that this tree is not a liability at this time and that was what they expressed 5-0 at their meeting.

Mayor Martin thought it was somewhat of a liability as she thought all of the trees are a liability,

especially when they are close to homes, but she thinks where they are in the winter and given the fact that they want to have a few more ducks in a row before they start setting precedence. She stated that it makes sense given all of these facts to wait on this moderate risk tree and take a chance. She didn't think they were at imminent risk right now as she didn't think her tree behind her house was an imminent danger. She stated that, if they were having a wild winter, she might be singing a different tune. She didn't think there was an imminent risk.

Councilmember Bier asked Commissioner Knowles if there was any discussion at the meeting about replacing the tree.

PB&R Chair Knowles stated that there was always a proposal to replace if they remove a tree and it was discussed.

Mayor Martin thought they were looking for a motion.

City Attorney Kenyon stated that no motion would have the same effect. If no one wants to make a motion, it would be the same result and that would be better for the record.

Mayor Martin was okay if no one wants to make a motion and the outcome of that inaction would be that the PB&R Commission decision stands and Council recommends insuring that they discuss in upcoming goal setting the idea of an urban tree management and if and when the tree comes down it gets replaced.

No motion was made.

Mayor Martin called a five minute break then reconvened.

RESULT:	WITHDRAWN
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CONSIDERATION

10. Long Term Financial Plan Update 2020-2030

PROPOSED ACTION: Accept the Long Term Financial Plan for 2020-2030

Asst. City Manager Hines presented the staff report.

Mayor pro Tem Beckmeyer referred to the long term financial plan spreadsheet, and under the expense item, she asked him to describe what departmental expense and other services/charges are. She understood the other items such as salaries, wages, etc. She stated that from a departmental standpoint such as Public Works, where do they fit.

Asst. City Manager Hines stated that there are a number of expense line items for conferences, training and they have a whole schedule of expenditures for each program within each department and he broke them down. He doesn't have his notes, but he know they have to do with conferences, training but other services and charges, that is more like contracts, such as PW has for the tree services with Roy Leggitt. He stated that all of the contracts are built into the others. He stated that everything not built into the contracts is usually built into departmental expense which also contains internal service charges such as informational technology charges.

Councilmember Vaterlaus referred to income, and since they only have one recreational marijuana dispensary open, and the other is just medical, their income from that has not greatly increased like they expected, because the other places are not open. She asked if they hoped to nudge them to get going so we can get additional revenue.

Asst. City Manager Hines imagines that is the plan. They passed the ordinance with the expectation that they would have six outlets and they currently have two. He didn't know where the other four are in their process. He stated that the impact of the two they have are built into the budget but he didn't know what was going to happen to those revenues once that market is split into 3, 4, 5 and 6. He didn't know if the revenues will continue to rise or just split the revenues they currently have. He thought within the city's administration, there is monitoring and encouragement to get the other four up to speed.

Mayor Martin referred to the disaster accounting fund.

Asst. City Manager Hines stated it was Fund 38, and Fund 1 was the General Fund. He stated Fund 38 was the fund for absorbing and reconciling all disaster related expenses and revenues which is where their ERAF sits.

Mayor Martin asked, if they needed to declare an emergency because of the Covid-19 outbreak, whether that is where they would get some funding for that locally.

Asst. City Manager Hines responded affirmatively. He stated that they also had a General Fund balance and we were good.

There were no public comments.

RESULT:	NO VOTE REQUIRED
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ADJOURN

Mayor Martin adjourned the meeting at 10:31 p.m.

Transcribed by Barbara Medina, Public Meeting Stenographer.

Respectfully Submitted,

Sarah Coffey, City Clerk

Deirdre Martin, Mayor

Attachment: Minutes of March 9, 2020 (3219 : Approval of Minutes)



**CITY OF PACIFICA
CITY COUNCIL MINUTES**

**Council Chambers
2212 Beach Blvd
Pacifica, CA 94044**

Mayor Deirdre Martin
Mayor Pro Tem Sue Beckmeyer
Councilmember Sue Vaterlaus
Councilmember Mary Bier
Councilmember Mike O'Neill

SPECIAL MEETING

March 18, 2020 (WEDNESDAY)

www.cityofpacifica.org

Mayor Deirdre Martin called the meeting to order on March 18, 2020 at 6:01 PM

OPEN SESSION

Call to Order

Mayor Martin called the meeting to order at 6:01 p.m.

Attendee Name	Title	Status	Arrived
Deirdre Martin	Mayor	Present	
Sue Beckmeyer	Mayor Pro Tem	Present	
Sue Vaterlaus	Councilmember	Present	
Mary Bier	Councilmember	Present	
Mike O'Neill	Councilmember	Present	

Staff Present: Kevin Woodhouse, City Manager; Michelle Kenyon, City Attorney; Lorenzo Hines, Asst. City Manager; Ken Fong, IT Systems Specialist; Elizabeth Brooks, Dep. City Clerk; Sarah Coffey, City Clerk.

Salute to the Flag led by Mayor Martin

CONSENT CALENDAR

Mayor Martin explained the new directives regarding Covid-19 and why this special meeting is permitted as an essential government function. She also explained that they are practicing social distancing with the councilmembers and staff six feet apart. She stated that any public members must also practice the six-foot distance. She stated that any public members that are at high risk or sick must return to their residence. She explained that the meeting may be viewed remotely via local TV channel 26 or at www.cityofpacifica.org/livestream, and thanked Pacific Coast TV. She explained that, because it is a special meeting and social distancing requirements are in place, public comments can be submitted by email, and may be only on items on the agenda and they will not have oral communications.

Mayor Martin stated that they will have to call their votes because the lights will not work given the special meeting set up for social distancing.

Mayor pro Tem Beckmeyer stated that she would like to pull Item #1 from Consent.

1. Adopt a Resolution Ratifying City Manager's Proclamation of the Existence of a Local Emergency Regarding Novel (new) Coronavirus ("COVID-19").
PROPOSED ACTION: Move to adopt a Resolution Ratifying City Manager's Proclamation of the Existence of a Local Emergency Regarding Novel (new) Coronavirus ("COVID-19").

Mayor pro Tem Beckmeyer stated that, in terms of communication, she wanted to make sure they are able to bring forward communications for the public on Covid-19 and discuss the ways in which they are doing that. She stated that was an area of concern being expressed and she wanted to take it off the Consent Calendar to discuss.

Mayor Martin asked her to clarify what she would like.

Mayor pro Tem Beckmeyer stated that she wanted to discuss communications with the public around Covid-19.

Mayor Martin asked if she wanted to do it now.

Mayor pro Tem Beckmeyer stated that she didn't know at what point it was appropriate. She didn't know if the City Manager wanted to discuss that or to let them know the feedback she has been getting from the community.

City Manager Woodhouse clarified that she was talking about the past two weeks and moving forward. He stated that generally communications about this crisis, not just public communications at this meeting from the public.

Mayor pro Tem Beckmeyer responded affirmatively .

City Manager Woodhouse stated he would be happy to summarize what they have been doing and where they are headed, but if there are any topics or questions or ideas, they were open. He stated that this was an unprecedented type of public health crisis. He stated that usually, when they prepare for disasters, they are thinking about disasters that occur and they are in response mode like an earthquake, etc., but this is something that hasn't happened in 50 years with only 3 in the past 150 years. He stated that city staff and the community and other cities, etc., are learning about this with a lot of uncertainties and the information that is changing hour by hour. He explained that makes communications an ongoing and prolonged necessity with regular attention rather than an incident occurring and they know the damage in a couple days and report on it. He stated that they are creating a portal on the city website with everything they are doing. He acknowledged that not everyone has access to the internet and they want people to share information with friends, family, etc., who don't use the internet. He stated that they update that daily and now they look at the webpage and organize it better with categories, references, etc., which will be evolving. He stated that they are putting things out on all social media channels, such as Connect with Pacifica, Facebook, etc. He thought they may be able to do more social media, but now their limited staff time is focused on essential services and

getting as much information out as possible. He stated that Mayor Martin, Capt. Clements and he went to PC TV and recorded a couple of spots to use on TV and YouTube for communication. He stated that they can't go out and talk to groups, and they did a letter from the Mayor and will have another coming with updates. He stated that he may have missed some of the public communication channels, but stated that there was a significant amount of resources through the County EOC website, regular website and County Health Department to which they were referring people. He mentioned other agencies are providing a lot of information about business, resources, etc. He was open for ideas on what they can do moving forward.

City Attorney Kenyon reiterated his comment on how things are changing hourly, and stated that the governor issued another executive order that further suspended certain restrictions of the Brown Act, i.e., city councils can now ban the public from meetings and provide only electronic and telephone access, if available, and they will also be talking about and Council will be considering as to how they want to conduct the meetings. She stated that this is a serious national health crisis, and the governor, health officials in eight Bay Area counties have put in a very restrictive shelter in place order. She stated that she represents five cities and has been in contact with county officials in four of the Bay Area counties who are all saying the same thing regarding self isolate and social distancing. They are discouraging gatherings of the public of any number and why the governor issued the executive order to allow Councils to prohibit members of the public as long as they provide an electronic means to communicate with Council about agenda items.

Councilmember O'Neill asked if that applies to Planning Commissions also.

City Attorney Kenyon stated that it applies to all meetings.

Mayor pro Tem Beckmeyer stated for clarification that, in terms of Pacifica, the Mayor mentioned using email, and she asked if there is the possibility of telephone.

City Attorney Kenyon stated that she knows that Pacifica and other jurisdictions are looking into that but it is not available currently. She spoke to an IT consultant previously and they don't have the bandwidth to assist all the cities that are demanding this sort of telephonic appearance. She stated that they will be investigating it to assure the public that they will have access to comment on agenda items. She stated that they don't know if it will work at this meeting or if there is a delay in the broadcast and if people are going to contact the city in real time, but they will be able to electronically comment prior to the meeting, and they will collect them and read them on the record.

Mayor pro Tem Beckmeyer stated that another issue brought forward is how are they going to continue to update it. She asked if the issue of defining essential services and businesses. She thought it was evolving a little bit over time and it might bear repeating for clarification on what those items are so, if people didn't see it the first time on the website, they see it later.

City Manager Woodhouse stated that he didn't have the order in front of him and he can't repeat what it says, but he stated that, as of the previous day and this day, countywide city managers call. He stated that there is a legal call center that the county has put together and it will be in the mayor's letter that comes out on the 19th on the city website. He stated that there is a number the public can call to ask about interpretation of the order, as there are a lot of questions about what businesses it applies to, and what is essential and what is not. He stated that there is an email address, healthorderFAQ@smcgov.org

<mailto:healthorderFAQ@smcgov.org>, to email questions about interpretations of that order. He stated that each city is working with the county in this discussion to refine what the right interpretation of the order is. The county is going to say the interpretation and the cities will hold that interpretation. He stated that county counsel has repeatedly said that the order was brought together over a short period of time with attorneys working all night long to get it out given the urgency of the situation. They knew there would be questions and loopholes and it is an evolving thing.

Councilmember Vaterlaus referred to the Governor's Executive Order on evictions, and thought the county would issue one. She asked if they had any indication of when that is going to be.

Councilmember Bier stated that she didn't know if they were done with the communications part.

Councilmember O'Neill stated that this was still part of it.

Mayor pro Tem Beckmeyer asked if there was something on communications.

Councilmember Bier asked if that was okay.

Councilmember Vaterlaus stated that she had communication issues too.

Councilmember Bier stated that the community was looking to them and asked why they weren't hearing from Council and felt they needed to hear from them. She was working hard to get the information out as much as she can. She hoped that, as a group, they might be able to collaborate in some way and share that responsibility. She stated that it was a big responsibility and, if they are doing it every day as hard as she has been doing it, they will burn out pretty fast. She asked if there was some way to manage to work together to get the information out without burning out.

City Manager Woodhouse stated that he didn't know if this directly responds to her thoughts on that, but he thought, as the city was serving as a portal of information and putting a lot of specific information about city services they have the portal of information on the website. He stated that one common message to all of the service organizations in Pacifica to link to it and refer to that city's source. He stated that, in terms of collaborating, he didn't know if Council can talk about that.

City Attorney Kenyon stated that serial meetings and those Brown Act requirements have not been suspended and she didn't know what she meant. She stated that they can collaborate at meetings.

Councilmember Vaterlaus asked where they get the information.

Councilmember Bier stated that they get it from the city.

Councilmember Vaterlaus disagreed, adding that she didn't know when the school district hands out meals until they put it, and she stated that was Jefferson, not the Pacifica School District and the items aren't coming together. She asked when and how the seniors are getting their meals, asking if they are walking up to the back door. She stated that they are not necessarily city related but with schools and people assume they also regulate what the schools do. She felt it was important for the public.

Councilmember Bier agreed.

City Manager Woodhouse stated that he previously mentioned that there was a significant amount of information just related to what the order means and what are essential city services and how they ensure that they happen. He stated that their next step to the agencies providing services such as schools, water district, etc., is figuring out their continuing operations and how programs are going to work. He stated that, in the last 24 hours, that information is coming together and he has a draft for the Mayor's letter that will go out the next day with detailed bullet points with links to a lot of that information coming together now and it will be repeated on the city's website. He stated that questions on lunch provision from the school districts, continuing learning from the school districts, the city is attempting to push that information out and they can push the city's information out. He stated that the stuff is just coming together and they are trying to figure out how to bring it together and serve as a portal of information and have it be a one-stop location as much as they can but they have been taxed as they don't have the bandwidth and as this new normal settles in for the next weeks, they may have more bandwidth to organize all that information.

Councilmember Vaterlaus stated that the public wants it yesterday. She understood that it was changing every day and very fluid, but people are frustrated.

Mayor Martin stated that they can't get it out fast enough, mentioning that she told her husband that the Mayor was not doing enough and she is the Mayor. She stated that it was an unfortunate situation they are in, but everyone feels the same way. For those who don't sit where the Council is, they don't see it that way and are scared. She stated that it was their job to insure them that they are there for them and are working with them. She stated that they can call people, Skype them or get someone on their phone. She stated that they will all be looking for electricity soon because she is out of juice by 8:30 in the morning. She stated that they can't get it fast enough and out fast enough before it changes. She feels bad and guilty but they are all in the same boat and they are all sitting with each other they should communicate with each other, be consistent with the information and be in touch.

City Manager Woodhouse stated that, in terms of collaborating, it was through him, and if they know of a source or link on a website or printed information, send it to him and they will get in their hopper to consolidate together.

Councilmember Bier stated that she will send him everything. She stated that was what they were trying to get out there constantly, and she has been doing that and was hoping that, if she can't do it, one of them will be able to do it. She didn't know how they can do it publicly stating.

Mayor Martin stated that she was curious. She stated that they were putting out a fire and the business continuity was what people are working on to ensure that people can still work but in the meantime their job is becoming more behind. She was curious if one of the tasks was for someone that works for the city is able to dedicate 50% of their day to receiving information and getting it out there. She stated that people read "Connect with Pacifica" and she didn't care if she receives it five times in a day. She stated that people look at Instagram and she loves seeing the beautiful photos that Joshua posts. She stated that everyone is virtual and part of her Mayor's message was to create this virtual community and be your own communications tools. She was curious, and knows they can't discuss it, but thought that may be something they can work on. She stated that at her work she is the help desk for the help desk and anything they need to get done quickly and get out to the community, that is what she does.

City Manager Woodhouse stated that Dep. City Clerk Elizabeth Brooks has been spending 130% of her time handling that information on the website. As of Monday's emergency response team meeting, they set up a daily 2:00 public information call where they coordinate among city staff all new public information coming in and they discussed how they best organize and streamline that information to maximize the staff resources available. He stated that they talked about decentralizing all the social media posts to departments for them to get specific department information out and they can consolidate it. He stated that it will be a combined more than one person job to do it all. He stated that they have normal ongoing city business that has been disregarded for the last week, but can't be disregarded for the future such as getting agendas out for meetings and reports. He thought that relates to the third agenda item at this meeting. He concluded that it will require a massive amount of resources just to get it out as fast as they can.

Mayor pro Tem Beckmeyer referred to using the "Connect with Pacifica" and Instagram, stating that she was thinking that smaller chunks of information delivered more frequently is easier to digest and grasp onto. If there was a way of consolidating it on a daily basis into a long running compendium, but things are changing all the time or new information is coming out. She pointed out that she works for the school district and when the school lunch issue came forward, she initially understood incorrectly that there would be lunches served at each site and there are actually lunches made available through two sites in the school district, Cabrillo and Sunset Ridge. She stated that another point was originally the timing of when that would occur shifted in recognition of the fact that there were going to need more meals produced and they needed a process for bringing them to the car and not having people congregating which was a moving picture. She stated that if they report the fastest information possible and then it becomes an update, they need to make sure there is a way to circle back and consistently do that. She thought people don't know what to believe or hear.

Councilmember Bier stated that, if you are sorting through all the different chains of information, you can have chains such as NextDoor where you put one message and then continue it in the threads. She was sure that the city staff was doing the best that they can. She stated that her point was how they can best support city staff in getting the information out.

City Manager Woodhouse stated that, to be sure he was clear, one of the areas is to get to more regular social media posts, as they have been focused on the core information on the website. He stated that it was Council's decision how they handle their own social media within the Brown Act requirements, but to be able to post out information on their social media sources to share would be great. He referred to Mayor pro Tem Beckmeyer's statement, and stated a new kind of concise focused piece of information out of this afternoon's call is the Survey Monkey sign up site Countywide for volunteer resources and is a focused specific blast they can do to say that, if you are looking for how to volunteer, they show where they need to sign up. He stated that the county was looking for medical volunteers and they will see more of those specific things coming out.

Mayor pro Tem Beckmeyer stated that they have had inquiries from the community who want to help and those who are concerned about seniors being isolated. She thought it goes above and beyond people who aren't aware of our meals on wheels delivery but want to assist and are worried about how they get to the grocery store and wanting to volunteer. She stated that they need to come up with the process, adding that PB&R Dir. Perez was working on that. She wasn't sure if what he was suggesting that the county piece is the avenue they need people to register through or something local to Pacifica that will be an opportunity for people to make

themselves available.

City Manager Woodhouse thought it could be both as, in his recent conversation with Dir. Perez was that the volunteers for meals on wheels are working and they don't need more for that. He stated that, if people want to volunteer for other things and we don't have those opportunities created for them, the county resource site may be good. He stated that people who sign up on the County site, the city may go to the County asking for various needs and they may get people in Pacifica who want to do that. He stated that one challenge with this pandemic relates to volunteers, as it is not a system for the screening and testing but the protective measures in place that they are implementing with volunteers who are delivering meals for meals on wheels and there are those protocols, but as this virus spreads and more people are being infected and more people being tested and more people finding out that they have been exposed to someone who tested positive, that is a general concern related to volunteers doing work. So, while he didn't see that there won't be a process for that, he didn't think the whole system is there yet.

Mayor pro Tem Beckmeyer agreed and was concerned about it. She stated that, while people want to help, they want to be sure they find ways to do it in the safest way possible. She also recognizes that they can't rush the process too much even though people need it.

Councilmember Vaterlaus asked if they can get updates from the daily county meetings as only two of them are allowed to attend.

Mayor pro Tem Beckmeyer stated that she was going to ask as she was on the call today as much as she could be, as the technology was falling apart, and she wanted to bring some information forward but in light of the Brown Act, she can't pop a quick email to Councilmembers mentioning what they said, and she thought working through the city manager was the best way and he can circle back the key points, which she thought could be helpful.

City Manager Woodhouse agreed, adding that it was also an evolving topic. He stated that, with the regional methods in place, there are four extensive meetings occurring daily, city managers and public safety with the county, elected official calls, a planning director and building official call that occurs and the city attorney wide call occurring. He stated that one of the questions asked in each of them is whether the notes can be made available and distributed. He stated that he didn't know the answer to what the county was doing. He stated that there was so much information that it has been unidirectional on what they think they need to do, and processing the information and getting it out has been a challenge for those groups.

Councilmember Bier thought it was important for the public to understand the incredible collaboration going on in the county as they don't know that. She stated that the more information they can get to them about that was helpful as they will feel like they are being cared for. She sees that even with county contractors where they are talking almost every day.

City Attorney Kenyon stated that she was the city attorney for five cities in the Bay Area and she is working with four different counties on this. She stated that all the counties are doing the best that they can with the resources available to try to address this in real time. She stated that, in her whole career, she has never addressed this, adding that no one has because it is uncharted territory and we are all dealing with it in the same way. She didn't want to disparage any county as every county is working phenomenally but she mentioned to the city manager that, for her role, she was so grateful when she is participating in regional calls dealing with San Mateo County because Pacifica's City Manager and County representatives are the best in the Bay

Area in terms of coordination and collaboration. She was extremely impressed and grateful for the work that city staff is doing and county staff is doing in terms of transparency and keeping everyone informed about what is going on minute by minute. She stated that she has never talked to the San Mateo County Counsel more than she has in the last two days.

Councilmember O'Neill stated that the lead agency for everyone is the County because they have the resources that no city in San Mateo County has, i.e., the health department, public safety, fire, etc. and they are coming up with a website that will let us know what businesses are open to order take-out food. He stated that they are getting down to the nitty gritty of something that a city has to worry about the sustain ability if this lasts until July or August. He stated that, in New York, they put an order in that no government can have more than 50% of their employees in the government buildings. He stated that, if we go to something like that, there was a doubt about sustain ability for Pacifica. He thought everyone needs to realize that the county is the lead agency and he suggested that they google sanmateocounty.gov, and they have a plug for all the related issues. He stated that SAMCEDA has an excellent website as to what is going on.

Mayor pro Tem Beckmeyer asked that he tell people what SAMCEDA.

Councilmember O'Neill stated that it was the San Mateo County Economic Development Association and they have taken the lead in terms of posting everything they know about it. He thought they might have a spot for meetings and events that are cancelled. He stated that it was important that people know as it was the most up to date information from the federal and state governments, as well as county government. He wasn't sure if they were doing city updates. He stated that it was important for people to realize that the lead agency that has the best resources to do anything is the County of San Mateo. He stated that they are also calling the shots along with the governor. He stated that they closed all the schools, etc. He stated that the schools were estimated to be closed through June and probably not opening until August. He stated that Jefferson High School is making their plans which was that Oceana will not be open for meals but Terra Nova will be because of logistics and employees. He stated that they have been negotiating a memorandum of understanding for the unions, etc. He asked how the city was handling their employees. He asked if some were not coming to work because of working at home or is everyone coming to work.

City Manager Woodhouse stated that there were a variety of categories under which employees fall, but he did not want to speak to all the compensation issues. He stated that there was a lot of work continuing remotely and is focused on essential work to continue with a reduced number who are in the buildings and they are practicing the guidelines for social distancing in meetings. They were launching different technology use for teleconferencing meetings. He stated that some programs are shut down and the employees are not coming to work but they are having them do things to benefit their job, whether training on line, etc.

Councilmember O'Neill stated that they know daycare is closed but the two biggest issues with public interface are senior lunches and the Easter Egg Hunt. He asked if they have made a decision on the Easter Egg Hunt.

City Manager Woodhouse stated that it was cancelled.

Councilmember O'Neill stated that Meals on Wheels is continuing but he asked how the senior lunches at the community center are being handled.

City Manager Woodhouse confirmed that Meals on Wheels is continuing and he thought the senior lunches are not continuing but he is adding a caveat as he did not recall whether they are being prepared for pick up or not. He would have to double check and report back on that. He stated that it could be on the website and maybe Ms. Brooks knows the answer.

Councilmember Bier stated that it was on the website. Congregate senior lunch is grab and go.

Dep. City Clerk Brooks stated that the egg hunt, as mentioned by the city manager is cancelled. Senior lunches are not being held in congregate form anymore and grab and go only as mentioned by Councilmember Bier.

Councilmember O'Neill stated that those were the two biggest public interface things.

Councilmember Bier asked Dep. City Clerk Brooks to explain the grab and go.

Mayor pro Tem Beckmeyer also asked to explain exactly what the process is as people may not be fully aware.

Dep. City Clerk Brooks stated that, as she understands it, staff are preparing the lunches and wrapping them up to go, and depending on the mobility of the residents, they might be taking them out to the car and some are being made available towards the entrance. She stated that Meals on Wheels are not being dropped off face to face either, but they have been asked to put a chair outside or something similar and the meals are being put on the chairs outside to reduce face to face contact.

Councilmember O'Neill asked if they know the pickup times for the meals, such as 11:00 to 1:00.

Dep. City Clerk Brooks stated that she didn't have that specific information off hand.

Councilmember Bier didn't see that on the website either.

Councilmember O'Neill asked if they can put the pickup times or time span on the website.

Councilmember Bier logged onto the website and reported that they are offering a take out program option during the period of enforcement of social distancing during the period. Seniors who are 60 years and older who would like to come by the center and take a meal to go, it will be the same meal being prepared for the dining room and will be given to the participant in disposable wear take home during regular lunch hours, i.e., 12:00 pm to 12:30 pm. Drive through pick up is available during these hours on the east side parking driveway.

Councilmember O'Neill concluded that they can pick them up between 12:00 and 12:30.

Mayor Martin asked Councilmember Vaterlaus if she wanted to say something about Governor Newsom.

Councilmember Vaterlaus stated that on the previous day Governor Newsom passed an executive order regarding no evictions and earlier today the president did something similar but limited it to HUD and she asked several people if it required a proclamation on our side to do so because she thought it was only the right thing to do that they halt evictions at this time. She stated that it was hard to get an answer on something like that. She asked if they can discuss it

now or wait for a future meeting.

City Attorney Kenyon stated that what the governor's order did was suspended certain application of state statutes which preempted the city's ability to do any tenant eviction moratorium related to non-payment of rent. Before the city's were preempted, the Governor suspended those statutes but he did not take action on behalf of the state to adopt tenant eviction moratoria. He left it to the cities and counties to determine, in their own right, whether or not they individually wanted to adopt tenant eviction moratoria. She stated that she has been in contact with the city attorneys in San Mateo County as well as County Counsel and they are hoping to have a coordinated approach to this issue which is important to every city in the county and every city in the county is interested in determining and analyzing whether or not city's should and can adopt individual moratoria. She stated that the county is also considering whether the county can adopt a moratorium that would apply within the cities which would relieve the cities from having to adopt their own moratorium. She stated that they have a call scheduled the following morning to discuss this. She suggested that, as soon as the city attorneys and county counsel have figured out what that coordinated uniform approach would be, they would bring it back to the Council at a future date and discuss it. She stated that it will be happening very soon. She stated that they can talk about it further on Item #3 as they will be having more special meetings or even a regular meeting the following week.

Mayor Martin stated that she has more on that information.

Councilmember O'Neill stated that he got an email forwarded to him from County Supervisor Don Horsley regarding the gun shop and crowds congregating in front.

Mayor Martin asked if they can talk about that in a bit as she had more to add to that statement. She stated that they had a mayors meeting in the afternoon and all but two cities were represented, although one dropped off so almost all were represented and the topic was the urgency ordinance that Governor Newsom put down. She stated that the general discussion was that the county, led by Supervisor Pine and Supervisor Slocum, was interested in putting forth an ordinance that states that evictions will not be legal and they will do a 30-day check and a 60-day check. The county proposed that it might be extended to homeowners as well because what if the homeowners who are expecting the rent are now late on their mortgage because of that. She would like to say 3/4 of the councilmembers agreed maybe 2/3, because there was an extended conversation that asked for it to be extended even further to commercial businesses. She stated that Supervisor Pine advised against that initially because he felt like they wanted to wait and see how things played out a little bit further for commercial businesses, but initially the county managers' message was that they need people to stay housed which is not just about the tenants but the landlords as they felt if cities were to create their own ordinances the liability would fall on the county anyway and it would be a county order and there was no need for cities to do their own. She stated that they said there were no other Bay Area counties except potentially Marin that is drafting one and they were also looking at potentially having rent deferral for 30-60 days. She stated that they were looking at drafting it on Monday and ratifying it on Tuesday.

Councilmember O'Neill asked, as we were an incorporated city, whether the county ordinance cover us.

City Attorney Kenyon stated that it could. She stated that, in Sonoma County, they are considering adopting an ordinance that would allow cities to opt in which would require those cities to take an affirmative action. She stated that it was half way between what the County of

San Mateo is discussing and other counties which are doing nothing. She stated that it was their happy medium in Sonoma County.

Councilmember O'Neill concluded that we will find out if it is opt in or opt out.

City Attorney Kenyon stated that she was having a call the following morning with County Counsel and he will inform them what the county intends to do with regard to adopting an order regarding tenant evictions and when she gets more information and have the analysis for Council, they will come back to Council to discuss sometime next week.

Councilmember Bier asked if she needs a consensus from Council to do that.

City Attorney Kenyon responded that she did not.

Mayor pro Tem Beckmeyer stated that she has some items on business as well.

Councilmember O'Neill stated that he got an email from Supervisor Horsley that one of our citizens wrote to him about the issue at the gun stores in the area. He stated that San Jose has ordered them closed as being a non-essential business. He didn't know if there has been a crowd because he has been in his house. He didn't know if the police had any thoughts on it.

Mayor Martin asked if she can add what she knows to that.

Councilmember O'Neill agreed.

Mayor Martin stated that she received information on that issue that the gun shop is open and was asked why it was deemed essential when the healing places such as Yoga studios, etc., are deemed non-essential and are closed. She said that supposedly there was a line out front and her supposition was that it was because it was a small space in there and they had to wait to go in, but not that there are people gagging to get guns. She stated that the visual was scary.

Councilmember Bier stated that it goes back to the definition of what is an essential service and what is not.

City Attorney Kenyon stated that the definition for essential services is intentionally broad and in speaking with the different counties, they have different interpretations of what their order means, even though it is the same order among all the counties. She stated that, in speaking with the San Mateo County Council, there is language in the order that gun shops are saying it does authorize them to be an essential business because they relate to safety. She stated that it may not be an interpretation that the city would have in reading the order, and the county counsel stated that he understands that interpretation, and is not making an opinion one way or another. She reminded Council that she has some trepidation that, if they were to make a move to determine that gun stores are not essential, they will undoubtedly be hearing from the NRA. She stated that the consensus among San Mateo city attorneys on this topic is that they are not advising any of their cities that it is non-essential. She stated that she has not formed an opinion yet, but if there is a need she will do so, but now she was taking the position that they are going to follow the lead of County Counsel and city attorneys and their position now is that it can be considered essential.

City Manager Woodhouse added some information he heard, specifically that the shop in Pacifica, as well as other shops also sell food, MREs (meals ready to eat), and that is part of

that argument.

Mayor Martin thought that was a good argument but she would be curious if healing studios that relate to health and/or chiropractic etc., if they are also deemed essential or if that would hold up in court.

Councilmember O'Neill thought they would violate the 6-foot rule.

Mayor Martin understood that, but added that health care providers did as well. She thought it was a different type of medicine.

City Attorney Kenyon stated that she had not been asked that question and would have to look at the order itself to see where the healing facilities she mentioned would fit in with the exemptions. She understood that medical facilities were specifically spelled out, and the question is whether the chiropractic facilities are medical facilities.

Mayor Martin stated that she was curious because her children go to a chiropractor for urology appointments but they cancelled feeding therapy. She thought they might think they have to but don't need to.

Councilmember Vaterlaus stated that she got a message from a chiropractor who said they are changing how they do things and will be wearing gloves, but they are open and will only allow one person to come in at a time and being very specific and doing extra cleaning and wearing gloves.

City Attorney Kenyon stated that no one has asked her for that opinion and she didn't believe the city has taken an affirmative position that they are not essential.

Councilmember Bier asked, with the volume of questions they are getting about this topic regarding such situations as whether tax accountants essential, how they can properly answer them.

City Attorney Kenyon stated that they should refer those questions to the county as they are supposedly putting up an FAQ as they generally have responses to these questions. She stated that, when she gets questions, she will contact the County Counsel and ask what they intended when they drafted that provision and he will give you the answer as he is open and available. She stated that the fastest and best approach is to have them contact the county and ask them as they are more prepared to answer the questions. Again, she thought they were putting together an FAQ with all the questions but she didn't think it was on line yet.

City Manager Woodhouse stated that it is, and for them and their audience, the legal call center the County has is 650-363-4588. He stated that all this information will be communicated and on the website the next day. He stated that the email address is healthorderFAQ@smcgov.org, [<mailto:healthorderFAQ@smcgov.org>](mailto:healthorderFAQ@smcgov.org) and the frequently asked questions related to the shelter in place order is on the county's website, smcgov.org/shelter-place-FAQS.

Mayor Martin stated that she had questions, as well as statements.

Mayor pro Tem Beckmeyer stated that, if she has an inflection at the end, it sounds like a question.

City Manager Woodhouse stated that they need to check the email account to see if anything has come in.

City Attorney Kenyon stated she should ask for public comment.

Councilmember Bier asked if they should even though they have more questions.

Mayor Martin reiterated that should they even if Council has more to talk about.

City Attorney Kenyon stated that, if they have more questions, they should ask their questions.

Mayor Martin referred to a question about public bathrooms, one stating that they should keep the public bathrooms open as they were encouraging people to take hikes, going to the beach. Then another email commented that they couldn't believe they had public bathrooms open. She stated that her thoughts were that, if she is on a walk with her kids, they will use the bathroom.

City Manager Woodhouse stated that the public bathrooms minus the one that burned down are open and they were doing extra cleaning. He stated that it relates to parks as they are encouraging people to get out and do active things they can do with appropriate social distancing, such as hiking and going to parks. He stated that, the parks are open and the bathrooms are open, but the play structures are closed as they don't have the capacity to do proper sanitation and those are difficult for children to practice social distancing, adding that there is signage saying that.

Mayor Martin stated that there have been a lot of inquiries about fund raising and volunteering, with people wanting to do things but don't know how, one she mentioned was a go-fund-me site for outreach and education. She didn't know what that would look like but she would promoting it on social media. She stated that it was to reach those who don't have access to the information such as the grocery store. She encouraged people to create their virtual neighborhood. She stated that, if you have the neighbors email or phone number, you call them and talk to them, as well as put it on a spreadsheet and ask them to get someone else's name. She stated that, if you build a network of up to 12 neighbors, if something bad happens, you have each other to call to borrow a tool, etc. She stated that she brought up the idea of a virtual Q&A by hosting Facebook live, and she didn't think there was anything precluding them from doing that as an individual. She mentioned Councilmember Bier doing something awesome with the Resource Center. She stated that, regarding essential services, the sheet metal workers union closed its doors but all the other building trades are deemed essential as is construction as it relates to ADUs, etc. She asked if that has changed.

Councilmember Vaterlaus stated that she had gotten a call from someone building an ADU and were told there were no permit inspectors and they have to stop.

Mayor pro Tem Beckmeyer stated that was a disconnect that she was picking up, and mentioned that it was an evolving picture and she wanted to check in on that as two days previously, they were told the only construction that was essential was for government-related building, and were not addressing housing.

Mayor Martin suggested that they check out the SAMCEDA's latest issue as they are on it. She stated that was how she found out about the sheet metal workers. She stated that there was a disconnect because she heard the same thing in town and we are still in reactionary mode. She stated that she had a surveyor coming to her house and he said that the County told him no, but

if you said ADU, he would come out. She added that people can make their own decisions.

City Manager Woodhouse stated that this was an evolving topic with lots of questions being researched and refined at the County level related to the order. He stated that the general consensus was that work related to creating new housing is essential and should continue. He stated that specifically Pacifica's planning and building is open for business in alternative means through on line submittals and review and they will need resources to prioritize how it works, and it would be open to virtual inspections through face time or other methods for certain types of inspections that could occur. He stated that is the present approach and they are participating and waiting for the countywide conversation about what type of contract work should be allowed to continue or not before they start educating contractors about what they can or can't do under the present order. He reiterated that they were open for taking applications and conducting the business and inspections as best they can to be protective of employees and everyone.

Councilmember Vaterlaus stated that the person mentioned that he has a friend building the same thing and they are doing inspections by Skype or can arrange a time when the inspector could be there by himself and inspect the property without the contractor. She stated that there are ways to get around the social distancing of it and still continue to build. She added that he is frustrated.

Mayor pro Tem Beckmeyer referred to the issue of housing, and stated that as they are moving forward with the one-stop center and making strides with ADUs, she hoped there was a way it can be smoothed out and make sure they are getting that housing on line as quickly as possible.

Mayor Martin stated that they had received an email from Housing for All looking for renter protection, and she was looking forward to seeing what comes out from the county to address this and thought they will follow Governor Newsom's lead. She stated that businesses are open, including some restaurants where you can do take out but have to social distance if you are in the space, but you can't eat in. You can also have deliveries with a number of organizations moving into Pacifica because of the new delivery thing, such as Uber eats, etc. She stated that pharmacies, grocery stores and gas stations are open and she asked that they do not hoard or panic. She stated that, if you normally go to a store and get something and they are closed, think about buying a gift certificate now on line for use later so they can keep the money going in Pacifica. She mentioned on the public service announcement that they will be airing on PCTV that it is a global pandemic and unprecedented. She stated that it was very important that they follow it at a global level but they really have to focus on what is in front of them, family, friends, neighbors, local businesses and local government. She stated that we will get each other through this. She encouraged them to call friends and neighbors and remember that we have to be patient and focus on what is in front of us.

Councilmember Bier asked if the legal call center includes guiding small businesses about loan opportunities or is there a different one.

City Manager Woodhouse thought the legal call center was being defined but initially it is in the context of questions about the shelter-in-place order. He stated that there are different resources related to small business assistance and it will be information in the communication the next day and on the website. He stated that the city's Economic Development website has information and Councilmember O'Neill mentioned the SAMCEDA website has significant information, and they have a reference to the site called 650 which is a running list of food for

pick up or delivery.

Councilmember Vaterlaus stated that she was listening to the Jackie Speier call and she said that SBA takes about 4-5 weeks but there was something called CALCAP which is accessible on line for small businesses and it was an instant revolving \$10,000 through the treasury of California and should be of interest to small businesses and people trying hard to pay their rent and keep going.

Councilmember Bier asked, after the information goes out the next day, whether it will be mailed to people as there are some people who don't have online access.

City Manager Woodhouse stated that they haven't been considering doing direct mailers as it costs a lot and they know from other examples it largely gets disregarded. He stated that their initial approach was to push it out through all the channels that are quick and have people understand that they should be sharing this information. He stated that it was a great point in a neighborhood if someone wants to print up some of it and drop them on people's doorsteps. He stated that, if Council wanted them to look at this, it was about \$5,000 to do a mailer. While the city could look at doing that, the problem was what was accurate or relative the previous day was not as much today.

Councilmember Bier stated that she loved the idea of mobilizing a neighborhood to pass information on.

Mayor pro Tem Beckmeyer referred to the CALCAP he mentioned, and asked how it was spelled.

Councilmember Vaterlaus stated that it will be on Jackie Speier's website. She understood that it was hard and not everyone has a computer. She stated that NextDoor is where a lot of people get their information. She stated that they are spread out, and she doesn't get the south end NextDoor, just her neighborhood in the north end and she feels she is missing a lot of things happening because of that.

City Manager Woodhouse stated that, when the city gets to more social media and they put out a NextDoor item, they go citywide with the information.

Mayor pro Tem Beckmeyer referred to the small businesses, stating that from the County managers call, restaurants and food stores are open and the supply chains will be open but they are seeing the supply chain for small businesses such as Restaurant Depot is closing. She stated that, if they get their products from Restaurant Depot, then you can't operate. She stated that was a concern of hers, and if a Cisco truck pulls up and unloading stuff into your store, but a small business that drives to a place and purchases it, it may not be open and may already be impacting some people in Pacifica and down the coastside. She stated that she will pursue that with SAMCEDA and the small business information he was outlining.

Councilmember Bier stated that CALCAP was spelled just as it sounds.

Mayor Martin opened up public comments.

City Attorney Kenyon stated that she might want to ask Dep. City Clerk Brooks if she has received any email communications that need to be read.

Mayor Martin stated that it looks like she has two so far.

Tygarjas Bigstyk, Pacifica, stated that, picking up on his previous comments and the Mayor's comments, not panicking was a very good idea. He also referred to her suggestion of helping each other, stating it was vital. He stated that we need kindness more than anything, keep our heads, notice what is a blessing. He stated that, as a grocery store worker, they are open. He stated that the line is very long and their order is very large and helping bag everything is a big help as they are working 12-15 hour days. He stated that they are attempting to sequester Tuesday and Thursday mornings at Linda Mar Safeway from 6:00 to 9:00 am for seniors and immune impaired can come in with less fear of doing grocery shopping. He encouraged anyone aware of that timeframe to bring friends, family and neighbors and if they have a healthy relationship with someone who might need help getting to a grocery store between 6-9 am, help them. He stated that, if they have a concern for their immune system but don't fall into the category of over 65, he suggested that they show up. He stated that the Pacifica Resource Center is open with essential services and are in need of food, money and volunteer drivers. He stated that anyone looking for a place to volunteer to help others can volunteer as a driver. He stated that the idea of distance is pernicious as it was our nature to find ways to help each other which usually requires closeness. He stated that, within the context of keeping distances, don't panic and be kind and we will get through this. He agreed with the advice to look at what you have at hand and be kind.

City Attorney Kenyon stated that, as Dep. City Clerk Brooks approaches the podium, she is reminding Council that she is just the messenger and City Clerk will begin the timer as if the person who sent the email was in person. Ms. Brooks will state the name of the commenter and start the 3-minute period.

Ron Fascenda, Pacifica, stated "Will Public Works field services continue to operate normally?"

City Attorney Kenyon asked if it was the end of the comment and then stated to go on to the next one.

Sue Digre, Pacifica, stated "The broadness of the definition of essential or necessity seems to open up to a large scope of businesses. We have a health crisis. Not many for businesses, for profit or otherwise, do not have the predominant reality of funding for lawsuits. It seems the fear of being sued is of more significance than the fear of this threatening virus."

Amy Hanley, Pacifica, stated "Please tell us why the gun store in Eureka Square is considered an essential store. Healing centers and yoga studios are closed - they could be open in these stressful times. Just upsetting that a gun store is open with a line around the block. Thank you, Amy Hanley, Carmel Avenue, Sharp Park."

Mayor Martin closed public comments.

Councilmember O'Neill moved to adopt a Resolution Ratifying City Manager's Proclamation of the Existence of a Local Emergency Regarding Novel (new) Coronavirus (COVID-19); seconded by Councilmember Bier.

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CONSENT CALENDAR ITEM #1:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike O'Neill, Councilmember
SECONDER: Mary Bier, Councilmember
AYES: Martin, Beckmeyer, Vaterlaus, Bier, O'Neill

2. Authorize City Manager to Submit Letter to US Army Corps of Engineers to support a General Investigation for the Pacifica Shoreline
PROPOSED ACTION: Authorize City Manager to Submit Letter of Intent to the US Army Corps of Engineers to support a General Coastline Resiliency Investigation for the Pacifica Shoreline

CONSENT CALENDAR ITEM #2:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sue Vaterlaus, Councilmember
SECONDER: Mike O'Neill, Councilmember
AYES: Martin, Beckmeyer, Vaterlaus, Bier, O'Neill

CONSIDERATION

3. Consideration of Temporary Adjustment of Regular City Council Meeting Schedule
PROPOSED ACTION: Move to cancel the regular City Council meeting scheduled for Monday, March 23, 2020 and provide direction on a temporary adjustment to the regular City Council meeting schedule and the Planning Commission meeting schedule until the termination of the local emergency due to COVID-19 in San Mateo County.

City Manager Woodhouse presented the staff report.

City Attorney Kenyon stated that she wanted to emphasize that the Governor's order made clear that they are only to be undertaking essential business, meaning that business as usual is not to occur during this emergency time. She reiterated that it was important for the Council to discuss and give direction to the City Manager on the governor's order earlier in the day that he is waiving all requirements that there be any Council members, staff or public presence during the meeting and the Council may go to totally virtual meetings if they so choose. She stated that they just saw how well the real time electronics submission of comments went. She felt that was an option the Council should consider and discuss in light of the intent of all the executive orders and county health orders which is to really have people shelter in place as opposed to meeting in gatherings. She stated that she could not emphasize that enough as it was so important. She stated that the only way they will be able to fight the disease is to self-isolate. She asserted that they have to conduct business and they will do that, but the question is whether they have to have it with in person meetings or move slowly to virtual meetings.

Councilmember O'Neill stated that he definitely thought they need to keep it on either the 2nd or 4th Monday because Channel 26 also covers Half Moon Bay and other cities and if they want to televise in live stream they need to keep that schedule. He thought, if they can do their job in one meeting a month, he was fine with that with just the essential stuff and no controversial issues that they think will pack the room. He stated that he isn't keen on virtual meetings, but if they have to do virtual meetings, then they have to.

Mayor pro Tem Beckmeyer stated that her initial concern is that they are trying to share information and get information out to the public and she felt, if they don't have a focal point such as a meeting like the present one, it will be more challenging to do that. She didn't know how to address it and didn't have a proposal, but she felt like this meeting has already shared information and got information on the record, and it enables them to go back to their individual houses and share what they are hearing and learning.

Councilmember Vaterlaus thought they needed more meetings, not less. If they are special meetings and they can notice them one day ahead, and not have extensive paperwork attached to them, but more information sharing. She felt left out in the dark and she can see the side of the people who are more left out in the dark.

Councilmember Bier agreed with the thought of not having as many meetings which made her feel nervous even though she wants to minimize the work of the staff. She stated that virtual meetings will be important and she didn't see why they can't get to that stage. She stated that her youth council was having virtual meetings. She agreed both Councilmember Beckmeyer and Vaterlaus on that point, but acknowledged that they didn't have an idea of how that would work best.

Mayor pro Tem Beckmeyer stated that she didn't have a proposal or a timeline, but the concept of meeting on a frequent basis seems appropriate at a time like this as people are looking to them for information, help and direction, and she felt it was the right thing to do.

Mayor Martin agreed that they should cancel the March 23 meeting as they would be scrambling to get something out.

City Attorney Kenyon stated that they will probably be scheduling a special meeting at some point next week and she preferred that it not be Monday to give other city attorneys in the county the time to work out what is the response on tenant eviction.

Mayor Martin understood. She stated that, with that information, that was her first thought as staff would have to stop what they are doing to prepare agendas for things they haven't touched in over a week or so and they should cancel that meeting and plan on a special meeting. She asked if Council agreed.

Councilmember Bier stated she agreed.

Mayor Martin stated that, moving forward, she didn't think they should have more meetings but stick to their schedule. She was okay with that but thought they also had to seriously look at the workload of staff and make sure they are focusing on the top priority of Council which is the health and welfare of the community and economic viability. She stated that the things they work on should be emergency response and have the City Manager prioritize from there, and if that means lighter loads, she has a ton of projects that she has not looked at for almost two weeks on her day job and she feels so overwhelmed, especially since she is on the Covid-19 response team at work. She can't imagine if someone told her that starting Monday it is back to usual. She stated that was pointless. She felt that, if they ease back into it, planning on next week's emergency and then April 13 meeting, adding that she felt two meetings a month sounds okay to her with the City Manager staying in full contact with Council in terms of transparency of realistically what they can touch. She stated that they know some of their goals will be totally shot for 2019-2020, assuming everyone agrees. She stated that she was thinking of her review

at the end of the year with her boss, and she asked everyone to acknowledge that, as well as the community. She stated that they had to cancel their goal setting session and they are not there, but focused on short-term planning and then long-term planning. Right now, she felt they were focused on making sure that everyone is safe. She thought everyone agrees, but she asked if she also hear that they want more meetings than that.

Councilmember Bier stated that she just said not less meetings.

Councilmember Vaterlaus stated that she said special meetings currently, such as this special meeting and a special meeting next week which she thought was appropriate, just not the long drawn out meetings.

City Attorney Kenyon asked if there was any thought on how they want to handle public participation, such as exploring the ability to have virtual public participation as opposed to having participation in person.

Mayor Martin stated that Half Moon Bay had Facebook live the past Monday, but there are a lot of issues of Facebook live and not being able to censure anything. She asked if Councilmember O'Neill wanted to say something.

Councilmember O'Neill stated he just wanted her to define virtual.

City Attorney Kenyon stated that the governor's order today has waived the requirement that the city which is a Brown Act requirement allow public participation at the location of the meeting and there is no longer a requirement that the public be allowed to participate in person. She stated that they can participate electronically as they did at this meeting but no obligation by the city to allow public presence at the meeting, but to support the intent of the country, which is to self-isolate and encourage people to shelter in place. She stated that the Governor's office hoped that action will be led by example by encouraging people to stay home and submit their comments and participate in real time as they did at this meeting as opposed to being in close contact with others.

Councilmember O'Neill asked if Council would also be virtual.

City Attorney Kenyon stated that it was up to the Council. She stated that they don't have to decide at this meeting because it will only require a telephone setup and one or more can decide to show up or appear by telephone, and again they don't have to decide on that at this meeting. They only need direction on a specific way of they are not allowing public to participate in person but just electronically because they have to agendize it.

Councilmember O'Neill stated that he has no problem with electronically, by phone or email.

Mayor Martin stated that people were using Zoom today and initially the upstart was annoying but it seemed to work well. She stated that you can do it easily from your I-phone and can do it very easily from your computer. She stated that audio works better on your phone, but the computer is much more comfortable. She stated that Zoom is popular and inexpensive.

City Manager Woodhouse stated that she would be talking about Councilmember participation through Zoom, not the public.

Mayor Martin stated that you can have a forum where the public can call and listen and be on

mute and enter questions in a bar, not that they have a Q&A but she was curious if they can post a 3-minute speech.

Councilmember Bier stated that her question is whether the telephone is the only way they can do it.

City Attorney Kenyon stated that it would be just as they did it at this meeting. She thought it went extremely well. She stated that the only difference was that Tygarjas Bigstycck would not be present.

City Manager Woodhouse stated that staff spent a fair amount of time over the last few days designing how the electronic public input would work at this meeting with a meeting Friday with OpenGov, a collaborative online platform they use and what tools they provide. They then had a follow up call and evaluated and set up the email account with this meeting being the experiment. He thought the email account worked pretty well while being cognizant of staff resources that go into all the technology tools and figuring out the city's own internal working technology communication tools and he suggested that they stick with that as they move forward. He stated that they will see how it works at the next meeting.

Councilmember Bier thought they could promote it.

Mayor Martin concluded that they were going to have a phone conference where they would be on the phone and no one would see each other.

Mayor pro Tem Beckmeyer thought they were saying have the meeting.

City Attorney Kenyon stated that it was just for the public participation, and at the Council level, it was whatever they feel comfortable with. She thought what she was seeing was that there were usually 1-2 councilmembers who are present and the rest are telephoning in. She stated that they don't have to decide that now as they have to announce it at the meeting but they don't have to notice which Councilmembers are phoning in.

Mayor pro Tem Beckmeyer stated that it sounded like they may have some technology issues around phoning in, as she asked whether that was an option for them before the meeting and it sounded like there were some issues with providers.

City Manager Woodhouse thought they resolved the AT&T issues in the Council Chambers and they can use a conference line for people to call in.

Mayor pro Tem Beckmeyer understood that they have that capability in the Council Chambers.

Councilmember Bier asked if they have the capability to do an online virtual meeting where they can see each other's faces instead of just the phone.

City Manager Woodhouse thought that would be the Zoom technology. He stated that, if Council was interested in that, they would have to experiment and figure it out.

Mayor pro Tem Beckmeyer felt that a lot of effort and energy went into getting the emailing of comments up and rolling and she would say they have a model that works now and staff is stretched. She didn't want them to drop everything to figure out how to make Zoom work. She stated that, if they need a week or two to attend to other priorities that can be a next level. She

thought they needed to be prepared for the possibility that this goes on for a very long time and they will need other tools.

City Manager Woodhouse agreed, adding that they would look into those technologies as time permits.

City Attorney Kenyon knew the County order to shelter in place has its own expiration date of April 7, but it also has in the order that it may be extended and she understood they had every intention to keep extending it.

Mayor Martin stated that they had a public comment and opened public comments.

Tygarjas Bigstyk, Pacifica, stated that here was where it gets dark. He stated that, if he is the only person during a meeting, he didn't feel that he was at risk. He mentioned that, in Safeway on Monday before a self quarantine order goes through and they are looking at lines that are literally a football field deep and they are crammed into the same place and everyone is supposed to self-quarantine except for essential services such as Council's job, the immediate thought occurs how quaint everyone has to stay home except for when they are convening simultaneously into the little sardine style box and governance is doing this for the sake of our health. He commented that they were sanitizing things as ardently as they can with their shoestrings staff. He stated that, if they would like a job at Safeway, they are hiring now since they have been out of staff for quite a while and he asked that they sign up. He referred to how people feel about their gun rights and why the gun store is doing wonderful business, and he stated that was how he feels about his right to free speech and right of public transparency. He stated that the moment of an idea of a ban of public attendance, his skin crawled. He appreciated being one person attending the meeting in person while they are making sure everyone is healthy and safe, but his personal bias is that he is very wary of paranoia and fear and he felt we have come around in a short time of having nothing to fear but fear itself. He is present because he is not afraid of the virus but more afraid of not being heard and not hearing. He appreciates his age and health and felt they needed to figure it out and take care of each other and not panic. He asked about the work load, items for discussion, etc., and what issues are going to be put off. He stated that, if allowed, he will be present and may be in the minority. He asked them to think things through.

Dep. City Clerk Brooks read the email public comments:

Peter K, Pacifica, stated "Now is not the time for the City Council to be slacking. Now is the time for the City Council to be doing stuff for the City of Pacifica, for the voters, like maybe providing eviction protection as allowed by Newsom's order." Then a weblink to that order was provided.

Mayor Martin closed public comments. Mayor Martin stated that, as this was an item for consideration, they would need a motion.

City Attorney Kenyon stated that she will need to give direction to staff.

Mayor Martin stated that they can move to cancel the regular City Council meeting scheduled for Monday, March 23, and she thought they all agreed to that, and provide direction on temporary adjustments to the regular City Council meeting schedule and the Planning Commission meeting schedule until termination of the local emergency.

City Manager Woodhouse thought some of the comments leaned more towards cancelling Monday's meeting and picking up with essential city business at the April 13 meeting and keeping the second regular meeting in April as well for essential city business, as well as the two regular meetings in May. He stated that they didn't talk about the Planning Commission schedule. He stated that they have a meeting on April 20 and their regular first meeting would be April 6. He stated that the question was whether they have essential business for those dates. He stated that they could start with Council and move on to the Planning Commission as necessary.

Councilmember O'Neill thought the Planning Commission is kind of essential also because that stuff is tied into the economics for the city as well as the livability of a lot of the homeowners and residents, housing and business. He thought they were getting into people carrying loans for longer periods of time if permits aren't granted. He felt they should keep their same schedule. He stated that, if it isn't essential, the meeting is cancelled but he thought they could have the same virtual meetings as Council with either the Commissioners or public. He didn't think he was comfortable saying no to a live body. He thought the virtual was great and hopefully the majority of people will do that but he thought they should be allowed to come in and speak live.

Mayor Martin thought they should give them a break for the first meeting in April because the Planning Department is swamped trying to figure out how to keep operations continuous. She wanted to see any interest in a recommendation to cancel at least the first meeting and going virtual or how they decide.

Councilmember Vaterlaus stated that they just cancelled the meeting.

Mayor Martin stated that they cancelled their meeting.

Councilmember Vaterlaus stated that the Planning Commission cancelled the meeting.

Mayor Martin stated that it was this past week.

Councilmember Vaterlaus question cancelling another meeting.

Mayor Martin stated that she was recommending cancelling another meeting.

Councilmember Vaterlaus stated that she was not and thinks they need to have the meetings.

Councilmember O'Neill stated that the projects before the Commission this week will be over six weeks then. He stated that, if they have a contractor lined up, and he recalled that they had a house on it.

Councilmember Vaterlaus stated that they had two houses.

Councilmember O'Neill agreed, and then stated that he fully believed in letting Planning staff decide and delegate that authority to them. He reiterated that they would be looking at six weeks of they wait until the end of April.

Mayor Martin asked if he means to decide whether they should have their own meeting.

Councilmember Bier thought whether it was essential business or not. She asked if there was any flexibility that, if there is no essential city business, the meeting can be cancelled.

City Manager Woodhouse thought there was flexibility in Council determining what is essential or not. He stated that there were two housing items and Planning Commission's review of the Sharp Park's Specific Plan and the question related to the Specific Plan would probably be a crowded meeting and that gets to the policy question for Council as to whether it is okay to do that through the remote public comment means.

Councilmember Bier thought, if they follow the orders of the County, a large group of people should not be coming in.

Mayor pro Tem Beckmeyer didn't think they can decide for meetings that they think will not be a lot of people and it was okay on issues that might bring up a lot of public concern that they can't have the public at that time, and she didn't think that will work. She thought they would have to arrive at a situation when you go to a restaurant and have to wait for a table and they give you a beeper, go away and come back later, and a number system so that a specific number of people can be in the room at a time and they will ring them on their cell phone when it is their turn, and they will have the opportunity to physically come and give their two cents worth. She thought they have to come up with a new way of doing what they do as the issue of transparency and the public having the opportunity is paramount in times like these and specifically this geographical location. She stated that our community is very interested in that as probably all communities are. Speaking specifically about Pacifica, she thought it would be important to maintain in a way that allows for non-mass congregation.

Councilmember O'Neill felt that a run-of-the-mill addition to one house is fine, but he felt with the Sharp Park Specific Plan that had wide community interest he didn't think it would be possible to have a fair hearing for that virtually and he thought people want to come and talk and he thought that might be postponed to a time when they can have a meeting with a large number of live bodies and he would be open to postponing the really controversial items but run of the mill planning such as a room addition, etc., could be held.

Councilmember Bier felt they have to be very careful, not only with the public, but with them also, and she didn't want to put any of them at risk or the public, and she felt that was what they were supposed to be doing, i.e., sheltering in place. She felt it was necessary to follow that directive and be an example for the community who might not be thinking that it is important. She felt that any way to have meetings and be sheltered in place was critically important to do that and find a way for the public to give public comment. She felt they were able to do that at this meeting, and she will fall back on the fact that the virtual meetings are extremely important.

Mayor pro Tem Beckmeyer added with no in-person public comment option.

Councilmember Vaterlaus stated that they weren't going to be there in person.

Councilmember Bier agreed, if Council was going to be sheltering in place.

Councilmember O'Neill thought they were talking about City Council and Planning Commission.

Councilmember Bier thought the Planning Commissioners were going to be sheltering in place and doing a virtual meeting, and she thought they should be doing if they were going to set an example for the community on how to proceed through this time in the world that we have never seen before.

Councilmember O'Neill stated that he didn't disagree with her.

Councilmember Bier explained that she was making sure that she was stating how she feels, that it was important.

Councilmember O'Neill didn't want to have a packed room because it was a controversial item but the run-of-the-mill addition on a house, etc., where they allow the applicants, architect and engineer to come in virtually.

Councilmember Bier thought it goes back to defining what is essential or not and if city staff thinks the Sharp Park Specific Plan is essential, then they should figure out how to do it.

Mayor Martin asked about when the Sharp Park Specific Plan goes to Planning.

City Manager Woodhouse stated that it was scheduled for Monday night and it could potentially be rescheduled for the 6th or 20th depending on if there are two or one Planning Commission meeting.

Councilmember Bier stated that they had a Planning Commissioner in the room, and she asked if it was okay to ask for an opinion from a Planning Commissioner.

Mayor Martin stated that she did not see a problem with that.

City Attorney Kenyon asked if they were going to reopen public comment.

Mayor Martin stated she would reopen public comment.

Tygarjas Bigstyk stated that he was speaking as a Planning Commissioner and he asked them to ask the question and he will do his best to answer it.

Councilmember Bier concluded that he has heard their conversation, and she asked his opinion about having less Planning Commission meetings and asked Council what the next question was.

Councilmember O'Neill stated that controversial public meetings they may have and people want to come personally and plead the case.

Commissioner Bigstyk stated that it was hard to divorce his mind from personal bias and thinking as a Planning Commissioner as they are intertwined. He stated that he agreed with Councilmember O'Neill as when it comes to something that was controversial and they would have a packed room, he wasn't confident that they can receive public comment adequately if they are doing it virtually. He stated that, with personally having an antiquated laptop, he bought an Amazon Fire tablet specifically for Planning Commission for looking at the PDF file of the agenda packet which was easier than lugging around the packet and his cell phone. He stated that part of his bias was his lack of technology and he personally felt it was hard to wrap his brain around learning a new technology. He would err on Councilmember O'Neill's idea that if it was really controversial, he would prefer to do it in person to hear the public. He then mentioned the matter of what essential business looks like. He stated that he didn't know, as a Planning Commissioner, what an essential topic might be since city staff usually makes the agenda. He was interested in hearing any specific such as an example of what an essential topic would be in order to know how to answer that. He thought about an addition to a house or

a house being built, but he thought he heard that contractors might not be available to build the project. He asked if they were able to put that on hold for a specific amount of time without penalizing anyone as they may or may not have a contractor to build. He had some questions, such as what resources they will be able to utilize, was it truly an example an essential issue that he would have to deliberate on.

Mayor Martin stated that, if they had a Planning Commission meeting about the Sharp Park Specific Plan, she was not comfortable with the idea that more than six people would show up as they were putting themselves at risk and probably in violation at that point. She thought, if there was a Sharp Park Specific Plan that requires a lot of documents and community participation which is on the next agenda, she felt it needs to be pushed. She questioned what it means for the items being pushed forward, such as housing, and if there is not a ton of documents or needs to physically be there and can be done remotely, that would be her recommendation. She stated that Councilmembers took an oath to protect the health and welfare of the community and she intends to make sure they keep talking about it.

Mayor pro Tem Beckmeyer referred to the Specific Plan, she thought about what would be essential and she was thinking about when they had the opportunity to declare a priority development area. She knew it made sense, and that was discussed with Planning Commission, but in this time, she didn't know if it would be required or simply be a Council thing. She stated that, if there is a deadline or an urgent thing they need to prove to move forward in the future, that would be essential, but the deadlines would be pertaining to other governmental agencies and processes which may also be putting their items on a back burner and she was trying to think why the Sharp Park Specific Plan or the General Plan update, etc., need to be right now. She felt that was staff's position to tell them.

City Manager Woodhouse stated that the determination about essential would come to him and Planning staff to make that determination. He stated that, when he looks at how things are sequenced and lined up for Pacifica's business, future and financial sustainability, the Sharp Park Specific Plan is on a very specific schedule as is the General Plan, related to adoption before the end of June which then sets the stage for the RFP for this site for a hotel which related to our economic future. He stated that he has a strong justification to say this trajectory they are on is essential. Having said that, he stated that there are realities about this situation where even essential work is going to get interrupted. He stated that there are also other definitions of essential which relate to specific deadlines, such as the item on the agenda at this meeting with the Army Corps as they have a federal budget submittal deadline and need it by Monday. He thought the issue, rather than a determination about essential, relates for the Council about the method and means and acceptability of public input on an item like the Sharp Park Specific Plan.

Mayor Martin concluded that he thought the determination they need to make at this meeting is how to conduct those meetings.

Mayor pro Tem Beckmeyer thought that was what the item was about.

City Manager Woodhouse stated that one question, if they are moving forward with a Planning Commission meeting on the 6th, and they put the Sharp Park Specific Plan on it, the question for Council is, while they wouldn't be in violation of anything, and their setup at this meeting, is compliant with the rules, which is about 20 chairs or so, six feet apart, and they could allow that number of people into the chamber at one time, if there were that many people who wanted to show up and not participate remotely.

Mayor Martin asked how they are compliant with the statement that says no gatherings of any kind. She asked if the caveat is unless everybody is six feet apart.

City Attorney Kenyon stated that it wasn't a requirement that there be no public presence but the requirement that there be public presence has been waived, specifically that there is no requirement that the city allow public presence at the meeting. She stated that the way this room can house speakers is if there are 20 available seats for people to sit and be publicly present. In addition, there will also be the opportunity for people to electronically submit their comments at the same time so that even though only 20 people would be present, any number of people will be able to comment and have it read into the record during the public comment period.

Councilmember O'Neill asked, if the room will hold 20 people per the guidelines, if they can tell people they need to leave because there are five more people who want to speak and after they have spoken, they have to leave to let someone else in. He asked if they can legally do that.

City Attorney Kenyon stated that they could not ask people to leave but they could allow people to come to speak at the podium if they were able to maintain all social distancing requirements.

Councilmember O'Neill referred to his question.

City Attorney Kenyon stated that she answered the question stating that they could not do that.

Councilmember O'Neill stated that they cannot require or ask people to leave.

City Attorney Kenyon stated that, once they are present, they would not ask them to leave and they wouldn't let people in who would force them to violate the six-foot social distancing requirement. She thought there was a way to allow people to line up while maintaining social distancing requirements outside and they could walk in to the podium and leave as soon as they made their comment, but would not be able to stay in the building. She stated that they must understand the logistics of that. They could not stand in a crowd and they would have to stand in the parking lot six feet apart and she thought it would be logistically difficult to monitor. She stated that the question for Council was not so much what is an essential meeting but do they want to have essential meetings where it is likely that they are going to have a large crowd who will want to speak in person as well as electronically or do they want to postpone those meetings to a time when these restrictions can be lifted and they can have normal public participation the way it used to be and that was the question for Council.

Councilmember Vaterlaus stated that it could be June or July or August.

Councilmember O'Neill stated that they said it might even go for two years. He thought the other option would be to go to the Community Center which has a bigger capacity and at one point, Council moved their meeting to Oceana's gym. He thought, if they have a particular item that is really controversial, it doesn't have to be in the Chambers building but moved to another location. He stated that there is the logistics of live stream. He asked if you can have two meetings live stream and live comments.

City Attorney Kenyon stated that they would have to make sure that whatever facility they moved to they could have live streaming as it is a requirement if you are going to have social distancing requirements in place and allow the public to participate.

City Manager Woodhouse stated that the first meeting in December they did the Community Center meeting regarding the oversize vehicle ordinance. He stated that it cost about \$5,000 to pull it off with all the audio visual and PCTV did film that.

Councilmember O'Neill thought it was not live streamed but filmed.

City Manager Woodhouse didn't recall if they live streamed it.

Councilmembers all stated that it was live streamed.

City Manager Woodhouse stated that it was quite an undertaking with the staff team to design but they have done it once and it wouldn't be as much but there is that component.

Mayor Martin stated that they have direction for Council meetings unless they come up with a big meeting requirement.

City Manager Woodhouse stated that what he heard about City Council meetings, and they can confirm that, is that there may be the need for a special meeting next week and, if there is, they can agendize a discussion item about communications related to coronavirus as well for continued discussion about where they are on that in addition to the other item. He stated that the next Council meeting would be the regularly scheduled meetings in April, and they would be working again contingent on what staff is available, who is sick, in scheduling the essential items for the two meetings.

Mayor Martin asked if they can request that a potential essential item for that would be a couple of space heaters as there won't be people present to keep them warm. She stated that it was cold.

Councilmember O'Neill agreed that it was chilly.

Mayor Martin asked if he came up with any summary items from the Planning discussion or any recommended plans for Planning.

City Manager Woodhouse stated that it was all over the map so far. He didn't know if Councilmember Vaterlaus has weighed in on that.

City Attorney Kenyon clarified that, regarding the Planning Commission meetings, they have already been in contact with Planning staff regarding what are the essential meetings, and they are the meetings that have legal deadlines. She stated that it was clear that construction should move forward, especially if housing, and she would consider them to be essential meetings that will move forward. She stated that the only delay in that would be that, because they have reduced staffing, they don't know how long it will take to prepare all of those agendas, but those projects will be moving forward. She stated that the clarification was that she didn't think with the issue for the Planning Commission, they didn't need direction on what is essential or not, but based on legal guidelines and interpretation of the order, staff knows what will be moving forward. She thought the question for the Planning Commission and even Council at some future point, is how do you want public input to exist for those meetings that are undoubtedly controversial or will have a lot of public input.

Councilmember O'Neill thought the Terra Nova Theater does allow video conferencing which he

assumed would be live streamed, and it holds 400 people. He suggested they ask staff to get in touch with the high school district about renting that space for controversial items. He stated that they have also cancelled all public use of their buildings because of the stuff they have, but as this is another public entity, they could not have a controlled meeting.

Mayor Martin thought they could donate the space.

Councilmember Vaterlaus thought he was talking about 75 people as you are distancing them. She referred to Councilmember Bier who said we are going against the shelter order as all those people are in the same building and passing each other. She stated that there was a reason why they were supposed to be separate and sheltering in place.

Councilmember O'Neill stated that it holds 400 people and there was enough room to have the seats spaced apart. He was just trying to throw out an alternative so they can try to keep some projects on schedule because, if they go into the recession, no one is going to bid on the building and it puts them further in the hole they have all looked at for a long term budget. He was thinking of an alternative to see if it can work and they can get out a tape measure and see if people can sit six feet apart.

Councilmember Bier disagrees with that and believes they should allow meetings to go forward and have virtual public comment.

Mayor Martin asked if they can do both, offering virtual comment and come to the public meeting as they did with this meeting. She stated that, if the issue is that people show up and there are too many people, they will be asked to wait outside and they will let them know. She stated that there will be police helping to manage the process.

City Attorney Kenyon stated that most cities she is working with are going to virtual public participation.

Councilmember Vaterlaus stated that the Sharp Park Specific Plan is huge and it will affect us for the rest of Pacifica's life and she felt that people are going to want to comment and people are going to have issues with doing it electronically because they want their emotion to be heard as it is an emotional topic. She stated that she wants the people to be able to speak and she also wants it to continue and not hold it up as we have held it up for 20 years now. She felt it needs to go forward so they can send out the RFP. She stated that it was a really difficult situation.

Mayor pro Tem Beckmeyer stated that the Mayor commented on having the opportunity for people, which in the Chamber room they have space for 20 people that can have distancing and if they do it in an orderly way, and what does that look like. She asked how public safety staff helps keep it orderly and they don't have a big group of people standing outside on the porch not social distancing so they can come in and sit six feet apart. She stated that it has to be a process that is from arriving in the car to the podium while maintaining the distances all along. She stated that they have never done it before so they don't have the process yet. She felt the Mayor was saying that there is a way.

Mayor Martin thought they have a way and what they heard earlier was that, if this is going to be longer term, there will be research done for longer term solutions. She thought that was the answer, as they are doing the best they can and things may evolve the following week and they can talk about it during Council communications in terms of how they feel. She was hearing

from Councilmember Bier that she was proposing to go to 100% online.

Councilmember Bier stated that she was okay with being the minority opinion.

Mayor Martin wanted to be sure she was capturing what she is saying accurately. She agreed with that because she believes in technology, but she doesn't want to rely on it. She stated that business continuity is our business now, and that is the job of everyone to make sure that they do something different in a good and safe way. She thought they were covered and probably in the minority but she thought it was okay. She stated that, for now, they may evolve into that or be forced into that. She was hearing that Planning Commission continues on their regular scheduled program and they offer both options of show up or send email comment and someone will read it into the record.

City Attorney Kenyon stated that she thought she heard the Council saying that this double alternative of public participation as well as electronic participation was only for the controversial meetings like the Specific Plan, but with regard to other nonessentials it would be virtual public participation.

Mayor pro Tem Beckmeyer stated that she hates to be difficult but she is thinking that essential is in the eye of the beholder on some level. She stated if someone has a concern and wants to speak in person, it may be essential for them so she asked if they can make a subjective decision on that if it was essential or not.

City Attorney Kenyon stated that the only meetings that Council, under the Governor's order and San Mateo County's Health Board, are if they make a specific determination that they are essential. She stated that business as usual is not essential. She stated that staff is already going to be making a determination as to what is an essential meeting. She stated that once that determination is made, then the question is that there are some essential meetings that are going to require agenda items that they may not have any public comment on and other essential agenda items where they know they are going to have a lot of public comment. She stated with that those meetings staff was able to make that determination and she didn't view that as being very subjective. She thought, if they were all asked what meetings they thought they would have a multitude of people who want to comment, they would all agree. She didn't think it was subjective and in the eye of the beholder. She stated that every meeting from this date until the order is expired will be essential only. She stated that the question was that, for the essential meetings that they all agree are going to require a lot of public input and she asked if they would like to have the public input be both public presence as well as virtual public comment, and she concluded that was the decision for Council.

Councilmember Vaterlaus stated that it could change next week as there could be thousands of people next week that are suffering from this and now there are very few people. She felt it was ever changing. She stated that, if there are thousands of people, do you want to have people in this room six feet away from each other. She stated that she would not.

City Attorney Kenyon stated that she heard from a county official today, not in San Mateo, that the best way to address this issue is for everyone to assume that you have Covid-19 because that is how you should behave. She stated that, if they all assume that, it will help you make a decision with regard to how much exposure you want your constituents to have a possible virus like Covid-19 and that is what Council should be thinking about in terms of virtual participation versus holding gatherings even in large facilities where you are going to have 75 people in one location.

Councilmember Vaterlaus stated that she knew she contradicted what she said, but she was saying that today it might be okay for them to have the people present and the following week it might not and she wasn't sure they could make a decision on something like that because it was so ever changing. She felt it was difficult to make that decision.

City Attorney Kenyon agreed that it was difficult, adding that they are all making decisions on a minute by minute basis. She thought perhaps an option is to not make a decision at this meeting on those controversial meetings and perhaps postpone it until they can see how the virtual meetings work. She stated that you may have constituents who don't like the virtual meetings and she was sure they will and Council will hear about that. They can then weigh the need to have public presence on meetings or whether the virtual public presence is sufficient.

Councilmember Vaterlaus stated that was what she was trying to say that it wasn't working.

City Manager Woodhouse stated that one alternative being suggested is that the general interest of the Council is that there may be a Planning Commission meeting on April 6 and April 20 and every day is evolving with this virus. If the Council is going to have a special meeting next week, they can pick up the conversation about what is happening at that time about whether the Sharp Park Specific Plan should be heard on April 6. He stated that, in the intervening time between now and a potential special meeting next week, staff can do some discussion with Planning Commissioners and Director Wehrmeister could gauge their feelings about that as well and see how they are feeling about it. They can make that specific decision about a meeting here with in person comment on the 6th, and figure out a system for people lining up if it is necessary or not. He stated that they may be surprised and people may be totally fine with the remote commenting process. He stated that the Specific Plan process has had a very significant amount of input already through the online survey and the meetings that did occur before this crisis struck.

Councilmember Vaterlaus stated that it was never enough for the public.

City Manager Woodhouse agreed that there will be more, and there has been a lot factored into what is being brought forward to the Planning Commission. He stated that they could kick that decision down, but the general concept, and he needs to remind Council that he didn't know if he was going to have any Planning staff a week from now, or anyone, as they don't know how people will get exposed to someone and needs to be self-quarantined and not be able to participate.

Councilmember O'Neill mentioned that Disneyland was closed and was not using their machines, and they could issue fast passes for people.

City Manager Woodhouse was sure they can come up with some sort of system on calling people on their cell phones while they wait in their car and egress down the elevator and ingress up the stairs to keep the social distancing. He thought it was just a question of how much time they will put into the design of the meeting and orchestration of the meeting. He stated that he was seeing a little bit of head nodding about seeing how it evolves until next week. He stated that, if for some reason they don't have a need to have a special meeting next week, they can pick it up in some other fashion.

Mayor Martin concluded that he will get input from Director Wehrmeister for next week.

City Manager Woodhouse stated that they would.

Councilmember O'Neill asked if they will be appointing the new commissioners on May 2 or can they put that on a special meeting.

City Manager Woodhouse stated that the appointment of the commission members would be on the April 13 Council meeting.

Mayor Martin stated that they didn't come to consensus on the Planning meetings but they did have direction on the Council meeting.

City Manager Woodhouse responded affirmatively.

RESULT: NO VOTE REQUIRED

ADJOURN

Mayor Martin adjourned the meeting at 8:34 p.m., in honor of all those people who have lost their lives to Covid-19 and reminded everyone to take care of one another.

Transcribed by Barbara Medina, Public Meeting Stenographer.

Respectfully Submitted,

Sarah Coffey, City Clerk

Deirdre Martin, Mayor



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Adoption of Proclamation Confirming Existence of a Local Emergency at the Anza Pump Station

RECOMMENDED ACTION:

Move to adopt Resolution ratifying the Proclamation of the Existence of a Local Emergency at the Anza Pump Station at the Pacifica State Beach.

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BACKGROUND/DISCUSSION:

On Monday, March 16, 2020, the Department of Public Works received a report regarding a fire at the Anza Pump Station at the Pacifica State Beach. After Public Works staff investigated the report, it was determined that the storm drain pumping system was damaged during the fire. The engine was destroyed and the motors will need to be replaced. The damage to this pump station threatens the safety of persons and properties within the watershed due to the risk of flooding without an operational pump station.

The City of Pacifica's Emergency Plan and Section 4-2.01 et seq. of the Pacifica Municipal Code empower the City Manager, acting as the Director of Emergency Services, to proclaim the existence of a local emergency when there is an actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and properties within this City.

The proclamation is subject to ratification by the City Council within 7 days, pursuant to the Pacifica Municipal Code. The proclamation of the existence of a local emergency further designates the City Manager or designated representative to act on behalf of the City for public assistance and for individual assistance for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

Additionally, pursuant to Section 3-15.09 (A) of the Pacifica Municipal Code, in cases of an emergency the City Manager is authorized to proceed at once to replace or repair any public

facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The City must comply with Public Contract Code section 22050, which provides a process for City Council's review of the emergency action, if notice of bids to let contracts for public projects will not be given because of the emergency.

In this case, the City Manager has determined that the damaged pump station threatens the health and safety of persons and properties, including critical public infrastructure, which requires immediate attention and constitutes an emergency pursuant to Pacifica Municipal Code section 4-2.02 and Public Contract Code section 1102.

Such conditions are, or are likely to be, beyond the handling capability of the City's services, personnel, equipment, and facilities, requiring the use of outside contractors to conduct emergency design and repair pursuant to Pacifica Municipal Code section 3-15.09 without giving notice for bids to let contracts. Immediate action is, and continues to be necessary, due to the clear and imminent danger presented by any storm event that could occur during the time the storm water pump station is non-functional. Flooding could occur to areas upstream of the pump station, causing health and safety issues, as well as extensive property damage. As such, on April 8, 2020, the City Manager did proclaim the existence of a local emergency within the City and the need to continue the emergency action continues as the repair will take approximately 8-10 months. The Proclamation of Local Emergency is attached to this staff report as Attachment 1.

Pursuant to Public Contract Code section 22050, Council must review and affirm, by a four-fifths vote, the emergency action taken by the City Manager at the next regularly scheduled meeting after the issuance of the proclamation (April 13, 2020), but not later than 14 days after issuance of the proclamation. The City Council will also need to confirm that there is a need to continue the emergency action at every regularly scheduled meeting until the emergency is terminated.

ALTERNATIVE ACTION:

Council may choose to not to adopt the proclamation confirming existence of a local emergency; however, such action may result in potential danger to the general public. Staff does not recommend this alternate action.

RELATION TO CITY COUNCIL GOALS AND WORK PLAN:

Adoption of the proclamation is consistent with the following Council adopted Goals:

- **Stewardship of City Infrastructure:** includes repairing/replacing outdated city facilities such as city hall, the libraries, fire stations, etc., improving streets, and responding to impacts of sea level rise. Adopting the proclamation will ensure that repair to the existing damaged Anza Pump Station will be performed.

FISCAL IMPACT:

The fiscal impacts associated with the emergency declared will be covered by insurance proceeds to replace the Anza Pump Station.

ORIGINATED BY:

Engineering

ATTACHMENT LIST:

Attachment A - Proclamation of Existence of Local Emergency at the Anza Pump Station
(PDF)



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA
RATIFYING THE PROCLAMATION OF THE EXISTENCE OF A LOCAL
EMERGENCY AT THE ANZA PUMP STATION AT THE PACIFICA STATE BEACH**

WHEREAS, Section 4-2.05 of the City of Pacifica Municipal Code ("PMC") designate the City Manager as the Director of Emergency Services; and

WHEREAS, Government Code section 8630 and PMC section 4-2.05(a) empower the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by an emergency, subject to ratification by the City Council; and

WHEREAS, Section 4-2.02 of the PMC defines "emergency" as the "actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as earthquake, hazardous materials, plane crash, landslide, tsunami, epidemic, flood, riot, fire, or other conditions, including conditions resulting from a labor controversy, which conditions are or are likely to be beyond the capability of control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat"; and

WHEREAS, Section 4-2.01 et seq. of the Pacifica Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City Council is not in session, subject to confirmation by the City Council; and

WHEREAS, the City Manager is the Director of Emergency Services of the City of Pacifica; and

WHEREAS, on Monday, March 16, 2020, the Department of Public Works received a report regarding a fire at the Anza Pump Station at the Pacifica State Beach; and

WHEREAS, after Public Works staff investigated the report, it was determined that the storm drain pumping system was damaged during the fire and that the engine and the motors would need to be replaced; and

WHEREAS, the damage to this pump station threatens the safety of persons and properties within the watershed due to the risk of flooding that can occur without an operational pump station; and

WHEREAS, the City Manager has determined that the damaged pump station threatens the health and safety of persons and properties, including critical public infrastructure due to the risk of flooding and requires immediate attention and repair and as such constitutes an emergency pursuant to Pacifica Municipal Code section 4-2.02 and Public Contract Code section 1102; and

WHEREAS, such conditions are beyond the handling capability of the City's services, personnel, equipment, and facilities, requiring the use of outside contractors to conduct emergency repair pursuant to Pacifica Municipal Code section 3-15.09 without giving notice for bids to let contract, pursuant to Public Contract Code 22050; and

WHEREAS, on April 8, 2020, the City Manager, in his capacity as Director of Emergency Services, proclaimed the existence of local emergency in the City of Pacifica, after determining that the damaged condition of the Anza Pump Station is likely to create conditions of disaster or extreme peril which will be beyond the services, personnel and equipment and facilities of the City; and

WHEREAS, in accordance with Government Code section 8630 and PMC section 4-2.05(a) the City Council must take action to confirm the proclamation within 7 and in accordance with Public Contract Code section 22050 which requires confirmation by 2/3 of Council within 14 days of the emergency action.

NOW, THEREFORE, BE IT RESOLVED that said Proclamation of Existence of Local Emergency, as issued by said City Manager in his capacity as Director of Emergency Services, which is attached hereto as Attachment "A", is hereby ratified and approved by the City of Pacifica City Council.

BE IT FURTHER RESOLVED that said local emergency is confirmed to exist and shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Pacifica.

BE IT FURTHER RESOLVED that during the existence of this local emergency, the powers, functions and duties of the Director of Emergency Services, and the emergency organization of the City of Pacifica shall be those prescribed by state law, by the existing ordinances and resolutions of the City of Pacifica, as well as this resolution and any subsequent emergency orders of the City Council.

• • • • •

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on the 13th day of April 2020, by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

CITY OF PACIFICA

Deirdre Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Coffey, City Clerk

Michelle Marchetta Kenyon, City Attorney

PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, Section 4-2.01 *et seq.* of the Pacifica Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City Council is not in session, subject to confirmation by the City Council at the earliest possible time; and

WHEREAS, the City Manager is the Director of Emergency Services of the City of Pacifica; and

WHEREAS, on Monday, March 16, 2020, the Department of Public Works received a call regarding a fire at the Anza Pump Station at the Pacifica State Beach; and

WHEREAS, after Public Works staff investigated, and determined that the storm drain pumping system was damaged during the fire; and

WHEREAS, the damage to the pump system threatens the safety of persons and property, including critical public infrastructure; and


WHEREAS, such conditions are or are likely to be beyond the handling capabilities of the City's services, personnel, equipment, and facilities, requiring the use of outside contractors to conduct emergency repair; and

WHEREAS, the City provides this written notification to the San Mateo County and State CalEMA's Regional and Headquarter offices of a proclamation of local emergency; and

WHEREAS, such proclamation shall be subject to confirmation by the Pacifica City Council at the earliest possible time.

NOW, THEREFORE, BE IT PROCLAIMED that, in accordance with State Law and the City of Pacifica Municipal Code, the Director of Emergency Services proclaims the existence of a local emergency for the Anza Pump Station.

DATED: April 8, 2020

By: 
 Kevin Woodhouse
 Director of Emergency Services



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Proclamation Confirming Existence of Local Emergency of the Pacifica Coastline from Westline Drive to the End of Beach Boulevard.

RECOMMENDED ACTION:

Accept report and make a determination that conditions of local emergency continue to exist within the Pacifica Coastline from Westline Drive to the end of Beach Boulevard.

STAFF CONTACT:

Sam Bautista, PW Deputy Director
650-738-3771
bautistas@ci.pacifica.ca.us

Sarah Coffey, City Clerk
650-738-7307
coFFEys@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

On January 22, 2016 the Director of Emergency Services proclaimed the existence of a local emergency along the Pacifica coastline from Westline Drive to the end of Beach Boulevard due to El Nino storm activity. Extreme wave heights for extended periods of time caused top-of-bluff retreat at several locations along the Pacifica coast and damage to City infrastructure as described below:

- Failure of the sea wall and promenade on Beach Blvd. in the vicinity of Santa Maria Avenue, which have been repaired.
- Failure of the sea wall and promenade on Beach Blvd. in the vicinity of Santa Rosa Avenue and the Pier, which is in the process of being repaired.
- Undermining of a seven foot diameter storm drain outfall and concrete headwall for the discharge of Milagra Creek into the Pacific Ocean in the vicinity of 700 Palmetto Avenue. The Milagra Outfall Repair Project bids were received on December 12, 2019. Project award is tentatively scheduled for April 2020 and construction for June to August 2020.

The City Council ratified this proclamation at its regular meeting of January 25, 2016. Since that date, additional damage had occurred along Beach Boulevard and Esplanade Avenue.

Pursuant to Government Code section 8630(c), the City Council must review the need for continuing the local emergency at least every 60 days until the City Council terminates the local emergency. Conditions of local emergency still exist since the City Council first acted to declare a local emergency on January 25, 2016.

The City is using city staff to manage the emergency work related to the 310-330 Esplanade

Infrastructure Preservation and the 400 Esplanade Infrastructure Preservation projects. These projects are vital to addressing the emergency conditions resulting from the bluff erosion. City staff is working with the California Governor's Office of Emergency Services (Cal OES) in the repairs of public infrastructure.

The City Manager recommends that the City Council make a determination that conditions of local emergency continue to exist within the Pacifica Coastline from Westline Drive to the end of Beach Boulevard.

FISCAL IMPACT:

None.

ORIGINATED BY:

Public Works
City Clerk

ATTACHMENT LIST:



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Reauthorize the Consultant Services Agreement between the City of Pacifica and Tritech Software Systems for Asset and Infrastructure Management Software in connection to the Work Order System Project.

RECOMMENDED ACTION:

Reauthorize Consultant Services Agreement to Tritech Software Systems (Attachment A) for Asset and Infrastructure Management Software in connection to the Work Order System Project; approve budget authority in the amount of \$144,837; and authorize the City Manager to execute all necessary documents related to this project.

STAFF CONTACT:

Michelle Trayer, Project Coordinator
(650) 738-3767
trayerm@ci.pacifica.ca.us

Tommy Yu, Information Technology Manager
(650) 738-7394
yut@ci.pacifica.ca.us

Sam Bautista, Deputy Director of Public Works
(650) 738-3771
bautistas@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

On October 14, 2019, City Council approved the Consultant Services Agreement between the City of Pacifica and CentralSquare Technologies, Inc. for Asset and Infrastructure Management Software with a budget authority in the amount of \$144,837 in connection to the Work Order System Project. However, prior to Council approval, CentralSquare Technologies, Inc. was reorganized and the agreements were consolidated to Tritech Software Systems. In the process of attaining contract signatures, Tritech Software Systems contacted the City requesting changes to the City's agreement. The City Attorney reviewed Tritech Software Systems' proposed changes and found them satisfactory. There was no change in contract amount; therefore, the City Manager recommends City Council to reauthorize the agreement under Tritech Software Systems.

Currently, the Public Works Department uses paper records for creating work orders. When staff needs to look up previous service requests, many of the paper files are missing or illegible. Other cities have upgraded to a computerized work order system, which allows them to keep accurate, archived records and is easier for staff to search past maintenance history through a database. The City has received numerous public requests for past work order information and it is difficult to retrieve information from several years ago. Therefore, the City of Pacifica would like to update its record keeping practice and move forward with a more efficient, computerized

system.

ALTERNATIVE ACTION:

Council may choose not to approve the consultant agreement and associated cost appropriations. However, this will result in continuing the use of paper work orders. Staff does not recommend this alternate action.

RELATION TO CITY COUNCIL GOALS AND WORK PLAN:

Approval of the agreement is consistent with the following Council adopted Goals:

- **Stewardship of City Infrastructure:** Approving the consultant agreement ensures the City is meeting its commitment to improve existing City infrastructure by keeping accurate computerized records.

FISCAL IMPACT:

The reauthorizing the Consultant Services Agreement to Trittech Software Systems will not affect the original price of the system, which is \$131,670. City Council approved a contingency budget of ten percent (10%) in the amount of \$13,167 for any additional tasks initiated and approved by the City. The approved budget authority is in the amount of \$144,837. The following table summarizes the total project cost:

Trittech Software Systems Consultant Services Agreement	\$131,670.00
Contingency (10%)	\$13,167.00
TOTAL PROJECT COST	\$144,837.00

Fiscal impact will be \$144,837 from Fund 01-General Fund. The project budget was approved in the Capital Improvement Program for Fiscal Year 2019-2020.

ORIGINATED BY:

Public Works
Engineering

ATTACHMENT LIST:

Attachment A - Consultant Services Agreement to Trittech Software Systems (PDF)

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this 13th day of March, 2020 by and between THE CITY OF PACIFICA, a municipal corporation (hereinafter referred to as "CITY") and TRITECH SOFTWARE SYSTEMS, Inc., a California corporation, (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CITY requires Asset and Infrastructure Management Software for the Department of Public Works as this is not something within the normal course of the CITY'S business; and

WHEREAS, CONSULTANT is qualified to provide access to the Software and related services (collectively referenced and further defined herein as "Services") that the CITY requires; and

WHEREAS, CONSULTANT has agreed to provide CITY with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and CITY agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Services.** CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services"). CITY's rights to use of Services provided pursuant to this Agreement are subject to CITY's written acceptance of and compliance with the terms and conditions governing CITY's use of the Services and as set forth in Exhibit C, Lucity Software End User License Agreement, which is attached hereto and incorporated herein. In the event of a conflict in or inconsistency between the terms of Exhibit C and this Agreement, Exhibit C shall prevail.
- 1.2. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- 1.3. **Standard of Performance.** In the performance of this Agreement, time is of the essence. CONSULTANT and the CITY agree to work together in good faith to mitigate any delay in completion or delivery or in the provision of the Services. Time and schedule estimates are based on CONSULTANT's experience with other customers providing similar services in the past, and the information available at the time of preparing the estimate. CONSULTANT shall use reasonable endeavors to adhere to any estimate provided, however actual effort may vary, and CONSULTANT shall keep CITY notified of effort incurred and planned and progress throughout.

- 1.4. **Professional Services.** CONSULTANT will provide qualified personnel with the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. CONSULTANT represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. CONSULTANT agrees that the Services shall be performed consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. CITY and CONSULTANT agree that CONSULTANT is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.
- 1.5. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE AND IN EXHIBIT C, CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CONSULTANT DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CITY IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN VENDOR PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CITY AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND OR MODIFY CONSULTANT'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.
- 1.6. **Independent Contractor.** CONSULTANT is an independent contractor and CONSULTANT and none of CONSULTANT'S employees shall be considered employees of the CITY. CONSULTANT shall have sole control and direction over its employees and CITY shall have no ability to direct or control CONSULTANT employees in the method and means of providing the Services. CONSULTANT expressly warrants that it will not represent that it is an employee of CITY.
- 1.7. **Confidential Information.** Each party agrees to hold such Confidential Information of the other party in strict confidence and shall not disclose the Confidential Information to any third party. "Confidential Information" shall not include information that: (i) is now or later becomes publicly available through no fault of the receiving party (ii) is obtained from the receiving party from a third-party entitled to disclose it (iii) is already in the possession of the receiving party as indicated in its written records; or (iv) is required by law, including the California Public Records Act, rule regulation, order, decision, decree or subpoena or other judicial, administrative or legal process to be disclosed. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Upon termination or other expiration of this Agreement, all Confidential Information disclosed by a party to a receiving party will be returned to the

disclosing party or destroyed and certified as destroyed by the receiving party, as requested by the disclosing party. Each recipient party shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that the disclosing party shall first give notice to the disclosing party so as to allow such party a reasonable opportunity to obtain a protective order for protecting the confidentiality of such information (unless such notice would violate applicable law). If such protective order is not obtained, the receiving party agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Receiving party shall immediately notify the disclosing party of any actual or suspected unauthorized disclosure of Confidential Information. CITY shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without CONSULTANT's prior written consent.

- 1.8. **Ownership of Material.** Any reports and other material prepared by or on behalf of CONSULTANT under this Agreement (collectively, the "Documents") shall be and remain the property of CONSULTANT. However, CITY is hereby granted a revocable, limited, non-exclusive and non-transferable license to use and allow for its agents, employees and representatives use of the Documents as authorized in connection with the Services during the term of this Agreement, provided in accordance with the terms and conditions set forth in Exhibit C. All Documents not already provided to CITY in the event required by the terms of this Agreement shall be delivered to CITY on the date of termination of this Agreement for any reason, provided CITY has satisfied all payment obligations under this Agreement.
- 1.9. **Customer Data.**
 - A. **Return of Data.** If CITY requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CONSULTANT shall within sixty (60) days following such expiration or termination, deliver to CITY in CONSULTANT's standard format the then most recent version of CITY Data maintained by CONSULTANT, provided that CITY has at that time paid all fees then outstanding and any amounts payable after or as a result of such expiration or termination.
 - B. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) CITY no longer purchasing Services (including access to the Software and those indicated to be Third-Party Materials), if CITY requests assistance in the transfer of CITY Data to a different vendor's applications ("Deconversion"), CONSULTANT will provide reasonable assistance. CONSULTANT and CITY will negotiate in good faith to establish the relative roles and responsibilities of CONSULTANT and CITY in effecting Deconversion, as well as the appropriate date for completion. CONSULTANT shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at CONSULTANT's then current standard rates.

- 1.10. The Documents may be used by CITY and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to CONSULTANT.
- 1.11. **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and CONSULTANT shall make such documents available upon prior written request for review by CITY and CITY's representatives.

ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** In consideration of the rights and services granted by CONSULTANT to CITY under this Agreement, CITY shall make payments to CONSULTANT pursuant to the amounts and payment terms outlined in accordance with Exhibit B, Pricing & Payment Terms, attached and incorporated herein. It is agreed that the compensation for the Services for the first annual term of this Agreement ("Initial Term") shall in no case exceed **\$131,670** ("Cost Ceiling").
- 2.2. **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to CITY on or before the tenth day of each month for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate performance of the Services. Within 35 days after receipt of each such invoice, CITY shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by CITY. Services rendered by CONSULTANT, upon completion shall become payable and due in full hereunder. No payment hereunder shall be construed as evidence of acceptance of any of CONSULTANT's work. CITY reserves the right to withhold payment from CONSULTANT on account of Services not performed in accordance with this Agreement. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with CITY.
- 2.3. **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify CITY in writing when payments have reached 90 percent of the Cost Ceiling.
- 2.4. **Withholding.** In lieu of holding retention, CITY shall withhold CONSULTANT's final payment until the Services are complete and CITY has received all Documents. CONSULTANT shall diligently continue and complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Term.** This Agreement shall become effective upon execution of the second signature ("Effective Date") and will continue in effect for five (5) years from such date, unless otherwise terminated or extended in accordance with the terms provided herein (the "Initial Term"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term"). Either party may elect to end renewal of this Agreement by issuing a notice of non-renewal, in writing, to the other party three (3) months prior to the expiration of the current Term. CONSULTANT shall commence the implementation of the Lucity Asset Management Software work described in Exhibit A no later than one hundred twenty (120) days from the Effective Date and shall make commercially reasonable efforts complete such work one (1) year from the date the work commences.
- 3.2. **Termination.** This Agreement may be terminated at any time by CITY or CONSULTANT for any reason upon sixty (60) day written notice to the other party. Upon termination of the Agreement or access to Services granted hereunder, CITY shall permanently remove any Software from CITY's equipment, back-up media, or other storage locations and either (i) return all copies thereof to CONSULTANT or (ii) destroy such copies, as CONSULTANT directs. Upon the expiration or earlier termination of this Agreement, each Party shall (i) continue to hold such Confidential Information in confidence pursuant to terms herein; and (ii) each Party shall pay to the other all amounts due as accrued prior to and through the date of termination of this Agreement. In the event this Agreement is terminated for any reason, CITY shall not be entitled to any refund or return of any fees paid or ripe, due, and owing for Services (including applicable software annual access/subscription fees). In the event of termination prior to expiration of this Agreement, all amounts due under any unpaid invoices and this Agreement, shall become due and payable immediately.
- 3.3. **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered in accordance with Exhibit A to this Agreement.
- 3.4. **Other Remedies.** Nothing in this Article 3 shall be deemed to limit the respective rights of the parties to terminate this Agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

ARTICLE 4 - DESIGNATED CONTACTS

- 4.1. **CITY Contact.** CITY designates Sam Bautista, its Public Works Deputy Director/City Engineer, as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between CITY and CONSULTANT. In the event CITY wishes to make a change in CITY's representative, CITY will notify CONSULTANT of the change in writing.

- 4.2. **CONSULTANT Contact.** CONSULTANT designates Philip McGrath as its contact, who shall have immediate responsibility for matters relating to the performance of the Services and for all matters relating to performance under this Agreement, and for liaison and coordination between CITY and CONSULTANT. Any change in CONSULTANT's designated contact shall be subject to written approval by CITY.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** CONSULTANT shall, to the fullest extent allowed by law, with respect to claims, liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments, arising out of or relating to a third party claim that the Services infringes any copyright, trademark, trade secret or patent right (collectively "Claims") and shall defend, indemnify, and hold harmless CITY, its Officials, officers, employees and agents (the "CITY Parties"), except CONSULTANT shall not be liable or required to indemnify to the extent the Claims are attributable to CITY Parties' gross negligence or willful misconduct. CONSULTANT shall defend the CITY Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. CONSULTANT shall have no right to seek reimbursement from the CITY Parties for the costs of defense. The obligations contained in this Section 5.1 shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.
- 5.2. **Health and Safety.** CONSULTANT may perform part of the Services at sites which contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees during the performance of the Services.
- 5.3. **Insurance.** CONSULTANT and all of CONSULTANTS subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.
- A. Commercial Automobile Liability Insurance. Business Auto Liability insurance, covering any vehicle used by vendor in performance of work for CONSULTANT or around CONSULTANT's premises. Limits no less than \$1,000,000 each accident.
 - B. Commercial General Liability Insurance. Commercial General Liability Insurance, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
 - C. Cyber Liability Insurance. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by

Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. 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.

- D. Workers Compensation Insurance. Workers Compensation insurance, and employer's liability insurance shall be required with minimum limits as required by law and no less than \$1,000,000.
- E. Policy Terms. Concurrently with execution of this Agreement, CONSULTANT shall provide CITY with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to CITY. CONSULTANT shall also furnish CITY with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification thereof from CONSULTANT by United States mail;
 - Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
 - Excepting CONSULTANT'S professional liability insurance, naming CITY, its City Council, boards, commissions, committees, officers, employees and agents as additional insureds ("Additional Insureds"); and
 - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its City Council, boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by CITY for itself, its City Council, boards, commissions, committees, officers, employees and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.
 - It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- F. Material Breach. If CONSULTANT fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement,

it shall be deemed a material breach of this Agreement. CITY, at its sole option, may immediately terminate this Agreement if such breach by remains uncured thirty (30) days after the CITY provides the CONSULTANT with written notice of such breach and intent to terminate the Agreement pursuant to the terms herein.

ARTICLE 6 - NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by facsimile or reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; (2) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; (3) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time; or (4) if sent electronically, the date of delivery on the confirmed read receipt. Notice of change of address shall be given by written notice in the manner described in this Article 6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to CITY: Sam Bautista
151 Milagra Dr.
Pacifica, CA 94404
Phone: (650) 738-3771
Email: bautistas@ci.pacifica.ca.us

If to CONSULTANT: TRITECH SOFTWARE SYSTEMS, INC.
ATTN: Legal/Contracts Department
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (407) 304-3235
Email: info@centralsquare.com

ARTICLE 7 - MISCELLANEOUS

- 7.1. **Entire Agreement.** This Agreement and all attachments incorporated hereto, exhibits, schedules, order forms, statements of work, quotes, addenda and other amendments hereto entered into from time to time, collectively represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by an amendment in writing signed by each party. All terms, conditions, or provisions which may appear as preprinted language or otherwise be inserted within any purchase order shall be of no force and effect notwithstanding the acceptance of such purchase order after the date of this Agreement.

- 7.2. **Assignment.** The Services are deemed unique and neither party shall assign, transfer, subcontract or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of the other party. As limited by this Section 7.2, this Agreement is to be binding on the successors and assigns of the parties hereto. CONSULTANT may assign the Agreement to a parent or subsidiary company after providing the CITY with notice of such assignment.
- 7.3. **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 7.4. **Liability.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
- A. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - B. CONTRACTOR'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL VALUE OF THIS AGREEMENT. IN ANY EVENT, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM CRIMINAL ACTS OF THIRD PARTIES.
- 7.5. **Force Majeure.** Neither Party shall be liable for failure to perform or for delay in performance hereunder due to causes beyond its reasonable control (each a "Force Majeure"), including acts of God, fires, floods, earthquakes, accidents, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, strikes (other than those involving either Party's employees), acts of war, acts of terrorism, riot, embargoes, acts of civil or military authorities, or intervention by governmental authority; provided that such Party gives prompt written notice thereof to the other Party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

- 7.6. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.
- 7.7. **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in San Mateo County, California.
- 7.8. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.
- 7.9. **Mediation.** In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.
- 7.10. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 7.11. **Interpretation.** In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.
- 7.12. **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
- 7.13. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the CITY or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of CITY.
- 7.14. Incorporated Exhibits to this Agreement:
- A. Exhibit A – Scope of Work
 - B. Exhibit B – Pricing & Payment Terms
 - C. Exhibit C – Lucy Software End User Agreement
 - D. Exhibit D – Maintenance & Support Standards

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF PACIFICA

By: _____
Kevin Woodhouse, City Manager

Date _____

Attest:

By: _____
Sarah Coffey, City Clerk

Approved As To Form

By: _____
Michelle Marchetta Kenyon, City Attorney

TRITECH SOFTWARE SYSTEMS, INC.

By:  _____
Todd Dooley, President, Chief Financial Officer

Date 3/13/2020

EXHIBIT A

SCOPE OF WORK

Project Initiation

Initiation

A meeting takes place as soon as possible after issuance of the Notice to Proceed to introduce key Project Team members and initiate project activities. An outline of the expected agenda for the Initiation Meeting follows:

- **Project Team** – Review roles, responsibilities, and personnel assignments, and identify primary contacts and exchange contact information.
- **Software** – Verify licensing details.
- **Project Plan** – Set dates for IT/GIS Audit, Installation, and Kickoff tasks. We recommend the IT/GIS Audit be completed as soon as possible, and Installation be completed prior to Kickoff. Establish Issues Log.

The ultimate outcome of the Project Initiation meeting is a detailed project schedule. This schedule indicates the activities, tasks, deliverables, and milestones required for the project team to accomplish their assigned work. CONTRACTOR uses Mavenlink, a web-based, collaborative project management system. Mavenlink can be accessed by key Project Team members, including the CITY's Project Manager, throughout the duration of the project to view milestones and status as well as communicate with your System Implementer.

Progress

An outline of the project management activities expected throughout the duration of the project follows:

- **Meetings and Workshops** – Convene twice-per-month Project Progress meetings to review Project Plan completion status and provide agendas and Trip Report documents. Members of the implementation team, including the System Implementer and CITY Project Manager, functional leads, and other staff as necessary, typically participate in the meetings.
- **Project Plan** – Provide updates as needed based on approved revisions to scope and/or schedule.
- **Invoicing** – Prepare billing summaries and submit invoices to the CITY for approval and payment processing.

Installation

IT/GIS Audit

A meeting takes place as soon as possible after Initiation for CONSULTANT to provide guidance to the CITY's IT and GIS Subject Matter Experts (SMEs) pertaining to the solution's enterprise architecture, existing GIS database structures, and security designs. Agenda topics may include the following:

- **Software** – Review Hardware and Software Recommendations, System Design and Tuning, and IT & GIS Questionnaires documents. The CITY completes the Questionnaire. Installation and related activities will be discussed. Needed actions prior to installation will be identified.
 - CONSULTANT presumes the CITY will provide the needed hardware and supporting base software and will confirm the basic operation of hardware prior to installation.
 - System Design and Tuning provides an understanding of the software as it pertains to the CITY's enterprise infrastructure and security policies and the expected maximum number of concurrent users.
 - The IT & GIS Questionnaire gathers information regarding the CITY's resources, preparedness, and capabilities for installing and managing Asset Management and leveraging GIS integration.
- **Access** – Discuss providing the System Implementer with remote access (VPN) into the installed system to facilitate completion of implementation tasks.
- **Project Plan** – Confirm dates for Installation and Kickoff tasks.
- **Action Items** – Complete IT & GIS Questionnaires; provide the install design and system architecture diagram and executed VPN access forms, if required.

Installation

The CONSULTANT IT Specialist assists the System Administrator with downloading the Asset Management Installation Components, the current version with latest service pack, from the CONSULTANT Support Center website, and with following instructions provided in the Install Manual.

Our presumption is the System Administrator will complete related Installation activities, including:

- Establishing multiple environments for testing/training, production, and backup/recovery.
- Performing system-level testing to ensure satisfactory performance and performance tuning actions, if necessary.

Kickoff

A Kickoff Meeting is held to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation Work Plan tasks. An outline of the expected agenda for the Kickoff Meeting follows:

- **Software Demonstration** – Present functional overview including typical user workflows for inspections, work orders, etc. and out-of-the-box capabilities, including reporting (standard templates and ad hoc), GIS integration, and data interfaces.
- **Functional Groups** – Identify each Group's place, such as Department and Division, in the CITY's organizational structure; confirm those persons assigned to serve as Group SME for Configuration tasks with each Group Administrator; examine at a preliminary, high-level the current basic business processes of each Group with associated data, reporting, and integration requirements; and review with each Group their Work Flow Setup spreadsheet, completed by the CITY, with default data.
- **GIS and IT** – Discuss completed Installation task and related activities; identify needed actions prior to initiation of Configuration – GIS task.
- **Access** – Verify that the System Implementer has remote access into the installed Asset Management solution.
- **Project Plan** – Confirm Project Team and Functional Groups; discuss what is expected of Project Team members throughout project; review schedule and discuss how the solution will Go Live; identify any needed revisions to Project Plan based on knowledge gained from the Kickoff Meeting sessions; and set date for Configuration – Discovery task.
- **Action Items** – Complete Work Flow Setup spreadsheets. These spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with Asset Management.

Configuration

Discovery

A Discovery Workshop is completed. This Workshop consists of a series of sessions that focus on refining the default software configuration to support the specific operational needs of the distinct Functional Groups. An outline of the expected Discovery Workshop activities follows:

Functional Groups

- Examine the details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage the capabilities of Asset Management.
- Review with each Group their completed Work Flow Setup spreadsheet and identify any additional data revisions for initial software configuration.
- Discuss available data from sources other than GIS to be incorporated/loaded into Asset Management. This data should be gathered by the CITY.
- Identify any supplemental reporting and/or integration needs to be addressed with the software implementation.
- At a preliminary, high-level, identify requirements and preferences for dashboards, data forms/views, and user groups/roles for each Group.

GIS

- Outline overall GIS strategy for the software deployment.

Project Plan

- Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities.
- Set the date for Configuration – Functional Groups task.

Action Items

- Apply initial configuration to the installed software based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles.
- Deliver data from sources other than GIS to System Implementer for evaluation.
- Evaluate options for supplemental reporting and/or integration and identify next steps.

Functional Groups

Finalizing the Asset Management configuration is an iterative process. The System Implementer first meets with each Functional Group to review the initial configuration and identify needed refinements. With subsequent refinements, additional meetings are convened to review the latest configuration, which includes GIS integration, loaded data, and custom reporting, if required, as these become available. The process will continue until the operational needs of the Groups are met.

The System Implementer also uses Asset Management - Security to define security setup for System users. This effort will:

- Import users into Asset Management using the Import tool, and associate users to Windows Login accounts.
- Set controls for user access and assign group/role permissions for various software functions, to be expanded and refined during Configuration.

GIS Integration

The System Implementer will work with the System Administrator and GIS SME to configure and test the bi-directional Asset Management/GIS integration. Following are descriptions of our standard deployment scenarios; however, if you would like to use a different scenario, CONSULTANT will evaluate it on a case-by-case basis.

Asset Management Hosted to ArcGIS On-Premise OR SaaS to ArcGIS Online Deployment

Configuration of either the Hosted to ArcGIS On-Premise OR SaaS to ArcGIS Online Deployment integration each involve the following activities:

- GIS to Asset Management Bi-Directional Integration
 - Use Administration tool to link ArcGIS Server, Portal, or AGOL feature services, layers, and fields to Asset Management.
- Asset Management GIS Web to Asset Management Integration
 - Use Administration tool to set up GIS Task to check feature services at scheduled time intervals and push any updates to Asset Management.
- Spatial Generator Configuration
 - Use Administration tool to enable the Spatial Indexer process and set the maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets.
 - Use Administration tool to set up URL for Geocoding Service for processing locations.
 - Use the Administration tool to set up Edit Map Service URL for processing assets.
- GIS Map Setup
 - Use the Administration tool to create maps by layering map services for Asset Management GIS Web and Mobile.
 - Use Map Setup in Administration tool to assign maps to user groups/roles. GIS data available at the time of GIS configuration task efforts is loaded into Asset Management, and necessary training is provided to the CITY to load additional GIS data that may become available later.

Data Loading

As previously stated, the solution's Import & Update Tool is used to load data into Asset Management from ODBC, OLE, ASCII-delimited text, and XML sources. Data from sources other than GIS and Work Flow Setup gathered by the CITY and delivered to the System Implementer for loading should be in compatible formats, if possible.

We evaluate delivered data for suitability for loading, determine requirements for any necessary conversion of source data, and provide expected effort and associated costs for us to complete the work through negotiated additional services.

The System Implementer trains the System Administrator on using the Import & Update tool to:

- Establish appropriate data mapping between source tables and individual Asset Management tables and complete the import processes. With this training, the CITY may determine that loading of data from other sources is an effort that can be completed by the System Administrator.
- Set up interfaces with external data collection systems, such as CCTV, SCADA, and fueling, to routinely incorporate new data, including inspections and readings, into the software.

Integration

As previously stated, we have a long history of successfully providing pre-configured and customized Asset Management interfaces/integration to our CITYs and partners. Such integrations involve a number of different approaches, methods, and technologies. As such, we develop a standard approach based on your individual needs.

Our approach is to address integrations on a case-by-case basis; therefore, we do not develop and deliver off-the-shelf system implementations. Instead, we recommend developing Integration Design Documents that specifically define how systems should communicate and share information. These documents are used to prepare detailed scopes and associated cost estimates to develop, test, and implement designed integrations based on the CITY's defined requirements. Developing Integration Design Documents for the CITY generally follows the process outlined below:

- **Document Workflows and Data Requirements** – Through a combination of onsite and remote meetings, the CITY shares the requirements they envision for the system integrations. The CITY communicates and documents the required integration needs, and, upon examination, the Project Team provides recommendations for process improvements. Through an iterative process, a final requirements document is developed.
- **Identify and Determine the Availability of Third-Party Integration Tools** – We understand that software systems evolve, and vendors are continuing to develop easier ways to share and exchange data and processes with other systems. As such, efforts to examine the availability of APIs, import tools, and other data sharing functions supported by the CITY's back office solutions are completed. We anticipate this being a joint effort with the CITY, as they may have existing experience using these tools. This is also an opportunity to engage directly with the third-party vendors on any subsequent scope requirements.
- **Develop Integration Design Document** – A design document is prepared that outlines the integration requirements and the anticipated scope of work to execute the design. The scope of work addresses the effort, schedule, and responsibilities of the parties involved (CONSULTANT and the CITY, at a minimum).

Testing

The System Implementer works with the System Administrator to develop an Acceptance Test Plan to verify the configured solution meets the stated functional requirements. This Plan includes user test scripts covering the various software functions.

Our assumption is the System Implementer will be responsible for functional and integration testing, and the System Administrator will perform acceptance testing per the Test Plan. During the testing phase, we will:

- Collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing.
- Resolve all such issues, problems, and malfunctions to the CITY's satisfaction.
- Prove, through test procedures installed and configured, that the solution is functionally viable with all loaded data, reporting, and integration in place.

DEMONSTRATE ACCEPTANCE CRITERIA ITEMS HAVE BEEN ADDRESSED AND CERTIFY ASSET MANAGEMENT IS READY FOR GO LIVE TRANSITION FROM TESTING/DEVELOPMENT TO PRODUCTION ENVIRONMENT. ROLES AND RESPONSIBILITIES THROUGH YEARS OF EXPERIENCE IMPLEMENTING ASSET MANAGEMENT SOFTWARE SOLUTIONS, WE HAVE FOUND THAT COLLABORATION BETWEEN BOTH TEAMS IS CRITICAL TO THE ULTIMATE AND CONTINUED SUCCESS OF YOUR FINAL ASSET MANAGEMENT SOLUTION. WE ANTICIPATE THAT THE CITY DEDICATE STAFF WHO FALL IN THE FOLLOWING CATEGORIES TO THE IMPLEMENTATION PROCESS AT KEY MILESTONES.

EXHIBIT B

PRICING & PAYMENT TERMS

Project Cost Overview

Products	Named Users	Annual User Fee	Total Annual Cost
Work Assets Mobile GIS Desktop GIS Web API Citizen Portal	32	\$750.00	\$24,000.00
	1	\$1,500.00	\$1,500.00
		\$1,500.00	
Hosting Fee (upto 50 users)			\$14,500.00
Annual Software & Hosting Cost			\$40,000.00

ASSET MANAGEMENT SOFTWARE IMPLEMENTATION							
Work Plan Task	Effort				Cost		
	On-site Trips	On-site Hours	Remote Hours	Total Hours	Labor	Expenses	Total
1 PROJECT MANAGEMENT	0	0	90	90	\$ 13,500.00	\$ -	\$ 13,500.00
1.A INITIATION	0	0	2	2	\$ 300.00	\$ -	\$ 300.00
1.B PROGRESS	0	0	88	88	\$ 13,200.00	\$ -	\$ 13,200.00
2 INSTALLATION & KICKOFF	1	16	8	24	\$ 6,670.00	\$ 1,800.00	\$ 8,470.00
2.A GIS/IT AUDIT	0	0	4	4	\$ 720.00	\$ -	\$ 720.00
2.B INSTALLATION/CLOUD SETUP	Lump Sum				\$ 1,750.00		\$ 1,750.00
2.C KICKOFF MEETING	1	16	4	20	\$ 4,200.00	\$ 1,800.00	\$ 6,000.00
3 SYSTEM CONFIGURATION	3	48	146	194	\$ 32,700.00	\$ 3,750.00	\$ 36,450.00
3.A DISCOVERY	1	16	16	32	\$ 6,000.00	\$ 1,250.00	\$ 7,250.00
3.B FUNCTIONAL GROUPS	2	32	80	112	\$ 19,200.00	\$ 2,500.00	\$ 21,700.00
3.C GIS CONFIGURATION	0	0	50	50	\$ 7,500.00	\$ -	\$ 7,500.00
4 DATA MIGRATION	0	0	40	40	\$ 6,000.00	\$ -	\$ 6,000.00
4.A CCTV	0	0	20	20	\$ 3,000.00	\$ -	\$ 3,000.00
4.B OTHER DATA	0	0	20	20	\$ 3,000.00	\$ -	\$ 3,000.00
5 TESTING	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
6 TRAINING	3	64	32	96	\$ 19,200.00	\$ 4,450.00	\$ 23,650.00
6.A ADMINISTRATION	1	16	8	24	\$ 4,800.00	\$ 1,250.00	\$ 6,050.00
6.B PRODUCTION	2	48	24	72	\$ 14,400.00	\$ 3,200.00	\$ 17,600.00
TOTALS	7	128	340	468	\$ 81,670.00	\$ 10,000.00	\$ 91,670.00

PROJECT COST SUMMARY

Item	Total	Payment Terms
Lucity Asset Management Software (Annual Subscription & Cloud/Hosting Costs)	\$40,000	For 32 users. Additional user licenses can be purchased for \$750 per user per year.
Professional Services (Software Implementation)	\$81,670	Invoiced monthly, bill as incurred.
Travel & Living (Estimated Costs)	\$10,000	Invoiced monthly, bill as incurred.
TOTAL	\$131,670	

PAYMENT TERMS:

ONE TIME FEES

1. Software Subscription/Access Fee: due 100% on the Execution Date, payable net-30.
2. Professional Services Fees and Travel & Living expenses: due as incurred, payable net-30.

RECURRING FEES

3. Annual Software Subscription/Access Fee: due on the Execution Date, and invoiced annually thereafter on the anniversary of the Execution Date, payable net-30.

ANCILLARY FEES

4. Pricing for Professional Services Fees and Travel & Living expenses are a good faith estimate based on the information available to CONSULTANT at the time of execution of this Agreement. Notwithstanding the foregoing, the pricing for CONSULTANT Professional Services shall not exceed 5% of the stated amount identified herein, unless otherwise agreed upon by the parties in writing. Additional services may be provided on a time and materials basis at hourly rates equal to CONTRACTOR's then-current list price rates for the services at issue if requested and/or approved by the CITY in writing.
5. Reimbursement of travel expenses will be governed by CONTRACTOR Travel Expense Guidelines provided below ("**Travel Expense Guidelines**").
6. CITY is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If CITY is exempt from the payment of any such taxes, CITY must provide CONTRACTOR valid proof of exemption; otherwise, CONTRACTOR will invoice CITY and CITY will pay to CONTRACTOR all such tax amounts.
7. If CITY fails to make any payment when due, then CONTRACTOR may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CONTRACTOR may suspend performance or access until past due amounts have been paid. CONTRACTOR reserves the right to increase the fee for Software License/Subscription Fee on an annual basis not to exceed 5% of the fee amount charged for the preceding annual term.
8. Pricing and payment terms provided herein are not applicable for any Third Party provided Hardware, Software and/or Support & Maintenance) ("Third Party Services"). In the event the scope of Services pursuant to this Agreement are modified during the Term to additionally include any Third Party Services, this Agreement shall be amended to include pricing and payment terms as applicable for any such Third Party Services.

COST REIMBURSEMENT

9. CITY shall pay CONSULTANT for the Services on a cost reimbursement basis, up to the Cost Ceiling (as defined in Section 2.1 of the Agreement). CONSULTANT agrees to use appropriate methods to contain its fees and costs under this Agreement. Compensation shall include only the following costs, which shall all count toward the Cost Ceiling:
 - a. Direct Labor. Direct labor costs shall be the total number of hours worked on the job by each employee times the agreed hourly rate for such employee's labor as set forth herein.. CITY will pay all personnel at their regular straight-time rate, including any work performed on overtime or on holidays or weekends.
 - b. Subconsultant Costs. Subconsultant services shall be billed at cost plus a 10 percent markup. CONSULTANT shall provide a copy of each subconsultant's invoice for which it seeks payment from CITY with any invoice in which such payment is requested.
10. Other Direct Costs. The following categories of costs are eligible for reimbursement, which shall be made at the actual cost to CONSULTANT without any additional mark-up CONSULTANT must have prior approval of CITY to be reimbursed for the following travel and living expenses:
 - a. Reasonable living and traveling expenses of employees when away from home office on business in its prosecution of the Services.
 - b. Automobile expenses for personal vehicle use, if necessary, at the IRS approved mileage rate.
 - c. Reproduction of drawings and specifications by CONSULTANT as required under this Agreement, at rates prevailing in this community for bulk reproduction or at other reasonable rates approved by CITY.

- d. Payments to CONSULTANT for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and CONSULTANT has submitted substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred.

DRAFT

EXHIBIT C

LUCITY SOFTWARE END USER LICENSE AGREEMENT

1.0 Definitions

"Acceptance" means the acceptance procedures defined in the Statement of Work.

"Acceptance Test Procedure" or "ATP" means the documents setting forth the Acceptance testing procedure and criteria with respect to the Deliverables hereunder.

"Deliverable" means an item of software, hardware, documentation or services to be provided by CONSULTANT under the applicable agreement between CONSULTANT and CITY.

"Designated Location" means the physical site at which the Software is Installed.

"Disaster Recovery Computer System" means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production Computer System.

"Documentation" means any standard user manuals or other related instructional and/or reference materials provided by CONSULTANT, or an applicable vendor or subcontractor, including on-line help information and Release Notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or Release Notes in printed or CD-ROM format) and on-line help information, the printed and CD-ROM documentation will control.

"Equipment" means the computer and peripheral equipment on which the Software operates. Unless otherwise specified in the Statement of Work, Equipment is not being provided by CONSULTANT.

"Go Live" means the event that occurs when the CITY first uses a Deliverable for Live Operations. A separate Go Live may take place with respect to the Software, each Interface, the Modifications if applicable, and each Third-Party Product.

"Help Desk" means the CONSULTANT function consisting of receiving calls from CITY concerning system problems and, if necessary, assisting CITY with respect to the manufacturers of Equipment, Third Party Software and/or Third-Party Products acquired under the applicable agreement between CONSULTANT and CITY, under the applicable warranties and/or maintenance support agreements.

"Installation", with respect to the Software means the process of running the Software under a procedure to demonstrate basic interoperability of said software.

"Interfaces" means the interface software described in Exhibit A.

"Live Operations" means use of a Deliverable as the primary means of performing its functions. Use of a Deliverable in parallel with CITY's existing system for a period not in excess of thirty (30) days where the existing system is the primary means of performing its functions and the Deliverable is being run in a test environment shall not be deemed Live Operations.

"Modifications" means changes or additions to the Software from the standard version thereof prepared hereunder, if applicable.

"Object Code" means any instruction or set of instructions of a computer program, including but not limited to, the Software, in machine-readable form.

"Primary Computer System" means a local or wide area network consisting of one or more servers and multiple computer Workstations.

"Server" means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network. Such term includes, without limitation, the Primary Computer System and the Standby Computer System.

"Software" means the Object Code version of the software specified in Exhibit A of this Agreement, and any applicable Modifications provided under the applicable implementation agreement between CONSULTANT and CITY.

"Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications.

"Software Support" means the providing by CONSULTANT, under an annual Software Support, as more fully described in an annual Software Support Agreement between the parties.

"Software Support Agreement" means the agreement of that name for the rendering of Software Support services entered into between the parties coincident with this agreement and renewed from time to time thereafter.

"Source Code" means the original mnemonic or high-level statement version of the Software.

"Specifications" means (i) the functional requirements and Acceptance Test Procedure ("ATP") with respect to the Software, (ii) the Interface Requirements Document ("IRD") for each Interface or Operational Scenario Document ("OSD") for each Modification, and (iii) the Acceptance Test Procedures and published specifications for applicable Third-Party Products.

"System Software" means, Third Party Software including, without limitation, operating system software, database management software (DBMS), and communications software.

"Statement of Work" means that document which describes the deliverables and services to be provided by CONSULTANT described therein.

"Telephone Support" means the service provided by CONSULTANT for access to the Lucity Technical Services Department by telephone, on a twenty-four (24) hour a day, seven (7) day per week basis, under an annual Software Support Agreement.

"Third Party Products and Services" means the products and services provided by CONSULTANT, if applicable and as specified in the applicable purchase or implementation agreement between CONSULTANT and CITY, that are procured from other vendors and/or subcontractors.

"Third Party Software" means software supplied by a vendor or subcontract to CONSULTANT under the applicable purchase or implementation agreement between CONSULTANT and CITY, the copyright to which is owned by persons or entities other than CONSULTANT.

"Update" means revisions or additions to the Software and the related Release Notes. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by CONSULTANT.

"Use" means copying of any portion of software from a storage unit or media into a computer or Server and execution of the software thereon.

"User" means the operator of a computer Workstation that is configured to access and/or utilize the capabilities and features of the Software.

"Warranty Period" means the period starting at Go Live of the Software and ending one (1) year thereafter. The Warranty Period for Interfaces and any Modifications will also end on the same date.

"Workstation" means a dispatcher station, supervisory station, or other computer input station that utilizes the functionality of the Software, whether the software resides locally or on a Server.

2.0 License.

2.1 In consideration for, and subject to, the payment of the license fee(s) specified in Exhibit B of this Agreement, and the other promises, covenants and conditions herein, CITY is granted the following licenses to the Software:

2.1.1 The Software: A perpetual (unless terminated as provided herein), fee-bearing, nontransferable, nonexclusive right and license to Use the Software, and the Software Documentation, for CITY's own internal use for the applications described in the associated Scope of Work, at the Designated Location(s), in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Exhibit B. CITY may make copies of the Software as reasonably required for (i) Licensee to utilize the total Users for each such Program, (ii) archival, or (iii) backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 1.7 of the Agreement. Any additional Software licenses purchased after the execution of this Agreement shall be governed by this Agreement. CITY shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do aforementioned acts, except as provided in this Agreement. Any such unauthorized Use may result in immediate and automatic termination of the Software license. If unauthorized Use is permitted or perpetuated by the CITY in any way then the CITY will not be entitled to a refund of any license fees paid or ripe, due, and owing. The Software may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service, or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, CITY shall be entitled to Use the Software at the applicable Designated Location for the purpose of the application(s) described in an applicable Scope of Work or quote to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the Software is installed and operated at only one physical location and CITY has entered into a separate Access Agreement as agreed upon and signed by both parties.

2.1.1.1 Each copy of the Software provided under this license that is identified in Exhibit A of this Agreement as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided Software is not simultaneously operating on both the Production System and Disaster Recovery System.

2.1.1.2 Notwithstanding anything to the contrary in this Section, CITY may use such Software to develop original applications which interface with the Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided they are not, in fact, derived from the Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, CITY shall not acquire any right, title or interest in the Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, CONSULTANT shall not acquire any right, title or interest in such CITY developed non-derived applications, whether as owner, joint owner or otherwise. CITY's development and use of such interfacing applications does not impose any duties or obligations on CONSULTANT to perform or provide support.

2.1.2 System Software: The licenses set forth in the applicable vendor's license agreements that accompany Software are incorporated herein. Third Party Products providing supplemental software code to the Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section 2.

2.2 Title to all Software or Documentation shall remain with CONSULTANT. Title to any Third-Party Software or Documentation shall remain with the applicable vendor or original licensor.

2.3 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code whatsoever.

2.4 CITY may not export any Software or Documentation outside the United States without further prior written agreement of CONSULTANT or the applicable Subcontractor. In the event of such agreed export, CITY is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in DFAR 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

2.5 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.

2.6 CITY may surrender any Software licenses provided in connection with this Agreement at any time by performing the actions described in Section 3.4 of this Agreement, or the applicable license agreement. Such termination shall not result in any refund of license fees.

3.0 Term and Termination.

3.1 Provided that the terms and conditions of this EULA are always complied with, and all fees are paid timely, and subject to the termination provisions below, the licenses provided hereunder are perpetual.

3.2 CITY may surrender the licenses granted hereunder at any time by giving written notice to CONSULTANT and ceasing use of the Software or if terminated pursuant to section 3.2 or 5.3.E of the Agreement to which this Exhibit is hereto attached.

3.3 CONSULTANT may terminate the licenses granted hereunder for cause if CITY materially breaches the terms of this EULA or otherwise infringes CONSULTANT's intellectual property rights in the Software, which breach is not remedied within thirty (30) days after the date of written notice to CITY of such breach.

3.4 Upon termination of the licenses granted hereunder, CITY shall permanently remove any Software from CITY's equipment, back-up media, or other storage locations and either (i) return all copies thereof to CONSULTANT or (ii) destroy such copies, as CONSULTANT directs.

3.5 The provisions of Section 5, 6, 7, 8, and 10, shall survive the termination of the licenses granted herein.

4.0 Warranty.

4.1 The Software. CONSULTANT warrants that, during the Warranty Period, the Software will perform in substantial conformity with the Specifications. If, during the Warranty Period, CITY alleges a warranty defect exists in the Software, CITY shall notify CONSULTANT during Normal CONSULTANT Customer Service Hours (7:30 a.m. to 7:30 p.m., EST/EDT, Monday through Friday, excluding CONSULTANT holidays). CONSULTANT shall, at its option, correct the defect, or replace the Software.

4.2 CONSULTANT further warrants and represents the Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CONSULTANT to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the Software. (Nothing herein shall be deemed to constitute a warranty against malware, including, but not limited to viruses, worms, tojans, adware, spyware, file-less malware, ransomware, or any hybrid malware attacks. The provisions of paragraph 4.3.5, below, shall constitute the agreement of the parties with respect to malware.) CITY's sole remedy with respect to the foregoing warranty is CONSULTANT shall make a good faith effort to repair or fix the Software to try and remove any of the above-described routines or devices.

4.3 If the Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by CONSULTANT for actions necessary to correct or work around such factors:

4.3.1 Modification of the Software, System Software or Equipment by CITY or a third party.

4.3.2 Misuse or neglect, including without limitation failure to use the Software as described in the Documentation, or other instructions provided by CONSULTANT.

4.3.3 Software not provided by CONSULTANT, not specified as compatible in the Documentation, or CITY not following the procedures for loading third party software on a Workstation or Server as set forth in paragraph 4.7 of this Agreement.

4.3.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of CITY to provide and maintain the site and facility requirements described in the CONSULTANT Documentation.

4.3.5 Computer viruses that have not been introduced into CITY's system by CONSULTANT. CITY shall maintain up-to-date virus checking software and shall check all software received from CONSULTANT or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by CITY, CONSULTANT will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CONSULTANT, CONSULTANT will provide a virus-free copy of the Software, and will, at its expense, reload said software (but not CITY's data) on CITY's Equipment. CITY shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus.

4.3.6 Equipment or software provided by third parties with which the Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the Software, such modifications or actions shall be subject to the mutual written agreement of the parties, including but not limited to, additional charges by CONSULTANT at its then current rates for engineering and technical support.

4.3.7 If mapping information is supplied with the Software, CONSULTANT makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the Software. The completeness or accuracy of such data is solely dependent on the information supplied by the CITY or the mapping database vendor to CONSULTANT.

4.4 Equipment, System Software and Subcontractor Hardware and Software, and any other Third-Party Products or Software provided by CONSULTANT under the applicable purchase or implementation agreement between CONSULTANT and CITY are warranted by the manufacturers or Vendors thereof, not by CONSULTANT. CONSULTANT shall pass through to CITY any warranties on Third Party Items granted to it.

4.5 Problems in the Software or transmission of data caused by wireless services are not warranted by CONSULTANT or covered under the terms of this Agreement. CITY's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at CITY's sole risk.

4.6 CITY is responsible for maintaining any required certifications for access to CITY's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

4.7 If, at any time after installation of the Software system, CITY desires to load on a Workstation or Server any software not provided by CONSULTANT, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CONSULTANT Documentation, and contact the CONSULTANT Technical Services Department at the telephone numbers listed in the Software Support Agreement for assistance as required. CITY agrees that if the loading of such third-party software degrades the performance of the System, CITY shall immediately uninstall such software. CITY

4.8 CONSULTANT MAKES AND CITY RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.0 Dispute Resolution.

5.1. Exclusive Dispute Resolution Mechanism. The parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.

5.2. Good Faith Negotiations. The parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute at either CONSULTANT's or the CITY's location. Each Part shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each party (or employees of equivalent or superior position).

5.3. Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation under Section 8.4.

5.4. Mediation. Subject to Sections 8.2 and 8.3, the parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

5.4.1. Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the parties.

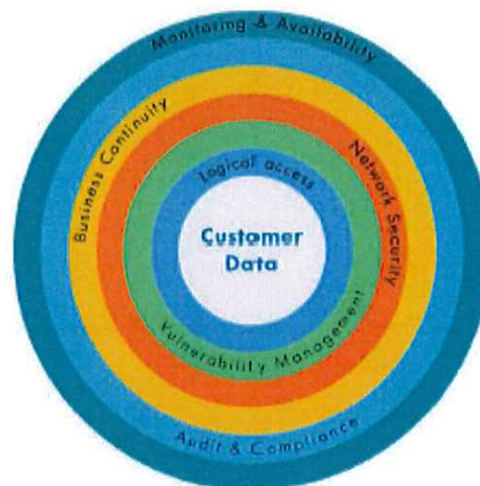
5.5. Litigation as a Final Resort. If the parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either party may commence litigation in the court of law identified in section 7.6 of the Agreement to which this Exhibit is hereto attached.

EXHIBIT D

MAINTENANCE & SUPPORT STANDARDS

1. Lucy Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VPC data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite in multiple locations, and automated failover to neighboring availability zones, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. handled by Amazon Web Services (AWS) using their global security operations centers, which are responsible for monitoring, triaging, and executing security programs. They provide 24/7 global support by managing and monitoring data center access activities, equipping local teams and other support teams to respond to security incidents by triaging, consulting, analyzing, and dispatching responses.
- 1.3. Testing, Audits & Compliance. 3rd party external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE External Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.





2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that CITY receives the Solutions, excluding Sundays between 4:00 AM and 12:00 PM in the CITY's timezone for scheduled maintenance. During this time, CITY may experience intermittent interruptions. CONSULTANT will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CONSULTANT will notify the CITY if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"), CONSULTANT shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit A. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with CITY paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by CITY ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CONSULTANT's hosted environment. The CITY, at their discretion, may employ monitoring tools, not to override CONSULTANT's measurements for purposes of calculating Service Availability. Additionally, use must be:
- 2.3.1.1. mutually agreed upon by CONSULTANT and the CITY.
 - 2.3.1.2. paid, installed and maintained by the CITY.
 - 2.3.1.3. non-invasive and may not reside on CONSULTANT's systems.
- 2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:
- 2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - 2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
 - 2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- 2.5. Remedy. If the Service Period target measurement is not met then the CITY shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- 2.6. If not directly reported by CONSULTANT, Credit entitlement must be requested by the CITY within sixty (60) days of the failed Target. CITY shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. CITY shall not be eligible for credits for any period where CITY is more than thirty (30) days past due on their account. CONSULTANT will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

- 3.1. CONSULTANT shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the CITY requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 3.2. "In-network" is defined as any point between which the data packet enters the CONSULTANT environment and subsequently departs the CONSULTANT environment. Any point of communications outside of the CONSULTANT protected network environment shall be deemed as "out-of-network." CONSULTANT is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

- 4.1. Solutions maintenance and upgrades. CONSULTANT will provide all hosted systems and network maintenance as deemed appropriate and necessary by CONSULTANT. Maintenance and upgrades will be scheduled in advance with the CITY's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 4:00AM to 12:00 PM in the CITY's timezone.
- 4.2. Maintenance and upgrades. Maintenance and upgrades will be performed outside of the CITY's standard business hours of operation and the CITY will be notified prior to the upgrade.
- 4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CONSULTANT will attempt to notify the CITY promptly, however if no contact can be made, CONSULTANT management may deem it necessary to move forward with the emergency maintenance.

5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the CITY. CONSULTANT will make commercially reasonable efforts to respond to Solutions incidents for live remote based production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Perf. Goal %
1	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts CITY's day-to-day operations.	Within 2 hours of the issue being reported.	95%
2	Standard	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the CITY's use of the Solutions.	Within 4 hours of the issue being reported.	95%
3	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	Within 24 hours of the issue being reported.	95%

- 5.1. Measurement. CONSULTANT shall track and report on response and resolution time for application and hosting support issues identified by the CITY.

6. **Exceptions.** CONSULTANT shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 6.1. defectiveness of the CITY's environment, CITY's systems, or due to CITY corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
- 6.2. denial of reasonable access to CITY's system or premises preventing CONSULTANT from addressing the issue.
- 6.3. material changes made to the usage of the Solutions by CITY where CONSULTANT has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by CITY or its subcontractors, of communications links necessary to the proper performance of the Solutions.
- 6.4. a force majeure event, or the negligence, intentional acts, or omissions of CITY or its agents.

7. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CONSULTANT provides a continuous resolution effort until the issue is

resolved.

8. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CONSULTANT will prioritize these requests, and determine if extra time is needed to order equipment or software.
9. **Non-Production Environments.** CONSULTANT can provide non-production environment(s) at an additional annual cost. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
 - 9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
 - 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

10. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CONSULTANT	CITY
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
CITY Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

11. **CITY Cooperation.** CITY may be asked to perform problem determination activities as suggested by CONSULTANT. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. CITY may also be requested to perform resolution activities including, for example, modification of processes. CITY agrees to cooperate with such requests, if reasonable.
12. **Training.** Outside the scope of training services purchased, if any, CITY is responsible for the training and

organization of its staff in the operation of the Solutions.

- 13. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CONSULTANT or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit A or B. CONSULTANT retains all Intellectual Property Rights in development work performed and CITY may request consulting and development work from CONSULTANT as a separate billable service.

14. Telephone Support & Support Portal

- 14.1. Hours. CONSULTANT shall provide to CITY, Monday through Friday, 8:00 A.M. to 5:00 P.M. toll-free phone number (800-492-2468) email (support@lucity.com), CITY's Local Time within the continental United States, excluding holidays ("5x9"). CONSULTANT shall provide to CITY, during the Support Hours, commercially reasonable efforts in solving errors reported by the CITY as well as making available an online support portal. CITY shall provide to CONSULTANT reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CONSULTANT in its efforts to diagnose, reproduce and correct the error. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CONSULTANT, then CITY shall pay for CONSULTANT's investigation and related services at CONSULTANT's standard professional services rates. CITY must provide CONSULTANT with such facilities, equipment and support as are reasonably necessary for CONSULTANT to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 14.2. Releases. CITY shall promptly install and/or use any Release provided by CONSULTANT to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CONSULTANT determines, in its sole discretion, that such updates are necessary.



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Resolution of the City Council of the City of Pacifica Approving the Agreement Between the City of South San Francisco and the City of Pacifica for Police Communications Services.

RECOMMENDED ACTION:

Adopt a resolution approving the Agreement Between the City of South San Francisco and the City of Pacifica for Police Communication Services (included as Exhibit A).

STAFF CONTACT:

Daniel Steidle, Chief of Police
650-738-7314
Steidled@pacificapolice.org

BACKGROUND/DISCUSSION:

On September 1, 2011, the City of South San Francisco and City of Pacifica entered into agreement whereby the City of South San Francisco agreed to provide police communication services to the City of Pacifica. Prior to this agreement, the Pacifica Police Department operated its own dispatch/911 communications center.

On January 23, 2014, the Pacifica City Council adopted a resolution accepting the First Contract Amendment to the Agreement Between the City of South San Francisco and the City of Pacifica for Police Communication Services, extending the agreement through June 30, 2017.

On February 27, 2017, the Pacifica City Council adopted a resolution accepting the Second Contract Amendment to the Agreement Between the City of South San Francisco and the City of Pacifica for Police Communication Services, extending the agreement through June 30, 2020.

This agreement, which would become effective on July 1, 2020, follows 9 years of police communications services provided by the City of South San Francisco to the City of Pacifica.

The police communication services provided by the City of South San Francisco have been exemplary and in accordance with the initial agreement and two subsequent agreement amendments. In the 9 years of this agreement, the relationship between agencies has developed into a mutually beneficial one for both agencies. As our jurisdictions border each other, and radio communications operate from the same facility, there have been several notable occasions where this arrangement allowed for a quick response to each agency's jurisdiction to provide critical assistance as a situation was developing and before an official request for assistance could be made. The in-house information technology expert utilized by the South San Francisco Police Department has provided advice to our agency regarding our radio system and records management system, as we share components of both systems. The ability to have access to this expert represents a cost savings as most agencies often must hire an expert or consultant to give appropriate advice or options when an issue arises.

The following represents the yearly cost of the agreements since inception in 2011. The 2020-2023 costs reflect the proposed contract amount.

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
\$600,000	\$612,000	\$624,240	\$620,000	\$620,000	\$620,000
2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$632,400	\$645,048	\$657,949	\$671,108	\$684,530	\$698,221

Including the proposed agreement costs, at the conclusion of the agreement in 2023, the average increase per year over a 12-year period is 1.37%.

ALTERNATIVE ACTION:

Decline to approve the Agreement Between the City of South San Francisco and the City of Pacifica for Police Communications Services, and provide staff further direction.

RELATION TO CITY COUNCIL GOALS AND WORK PLAN:

Fiscal Sustainability: Continuing to contract with City of South San Francisco for communications services has proven to be a fiscally sound decision. Quality services are being provided with an average increase in costs of 1.37%, per year, over the 12 year life of this agreement, if the proposed agreement is approved.

Maintaining a Safe Community: During the 9 years the City of South San Francisco has provided communication services to the City of Pacifica, they have worked diligently to become a good partner for our department, and the community. They have developed knowledge of our community that is critical in serving the community and the officers of the Pacifica Police Department quickly, safely and effectively.

FISCAL IMPACT:

Approval of this Agreement between the City of South San Francisco and the City of Pacifica for Police Communication Services will provide a continued savings to the City in comparison to maintaining its own 911 communications center. The agreement will provide for a 2% per year increase in cost per year, over three years.

ORIGINATED BY:

Police

ATTACHMENT LIST:

Exhibit A-SSF Agreement (PDF)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND THE CITY OF PACIFICA FOR POLICE COMMUNICATION SERVICES

WHEREAS, on September 1, 2011, the City of South San Francisco and City of Pacifica entered into agreement whereby the City of South San Francisco agreed to provide certain police communication services to the City of Pacifica;

WHEREAS, on January 23, 2014, the City Council of the City of Pacifica adopted a resolution accepting the First Amendment to the Agreement Between the City of South San Francisco and City of Pacifica to provide certain police communication services to the City of Pacifica;

WHEREAS, on February 27, 2017, the City Council of the City of Pacifica adopted a resolution accepting the Second Amendment to the Agreement Between the City of South San Francisco and the City of Pacifica to provide certain police communication services to the City of Pacifica;

WHEREAS, the City of South San Francisco has provided competent police communication services in accordance with the agreement, and the agreement is set to expire on June 30, 2020;

WHEREAS, the City of South San Francisco and the City of Pacifica desire to enter into a new agreement, with a 2% increase each year, expiring on June 30, 2023;

RESOLVED by the City Council of the City of Pacifica, California, that the City Manager of the City of Pacifica is authorized to execute on behalf of the City of Pacifica the attached hereto as Exhibit A, including any extensions or amendments thereof and any subsequent contract with the City of South San Francisco in relation thereto;

• • • • •

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on the 13th day of April 2020, by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

CITY OF PACIFICA

Deirdre Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Coffey, City Clerk

Michelle Marchetta Kenyon, City Attorney

AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND THE CITY OF PACIFICA FOR POLICE COMMUNICATIONS SERVICES

This Police Communications Services Agreement ("Agreement") is entered into on July 1, 2020, by and between the CITY OF SOUTH SAN FRANCISCO, hereinafter referred to as "SSF" and the CITY OF PACIFICA, hereinafter referred to as "PACIFICA." (together sometimes referred to as the "Parties")

RECITALS

WHEREAS, Pacifica is in need of police communication services as the City does not currently have the capability to provide those services; and

WHEREAS, SSF desires to furnish, police communications services to PACIFICA through the utilization of SSF facilities and staff; and

WHEREAS, SSF is willing to furnish said services to PACIFICA for a mutually agreed cost; and

WHEREAS, the Parties to this Agreement have determined that the computer-aided dispatch and records management systems belonging to the Parties are compatible and will be an effective method of communications and record keeping for both Parties; and

WHEREAS, it is necessary and desirable that the parties enter into this Agreement as set forth below;

NOW, THEREFORE, in consideration of the recitals and mutual obligations contained herein, SSF and PACIFICA agree as follows:

1. Description of Services

SSF will provide all of the following identified services to PACIFICA ("collectively referred to as Services"):

- (a) SSF will provide PACIFICA with the following services: telephone answering and personnel notification, including status keeping, activity reporting and database inquiries in response to PACIFICA police operational needs. SSF will be responsible for answering PACIFICA's non-emergency administrative telephone calls outside of normal weekday PACIFICA office hours which are defined as Monday, Tuesday, Thursday, Friday 8:30 am to 5:00 pm and Wednesday 8:30 am to 7:30 pm.
- (b) SSF will provide PACIFICA with the services described in Paragraph (a) above 24-hours per day, 7-days per week, 365-days per year beginning on July 1, 2020.
- (c) SSF shall cause all emergency and non-emergency telephone calls and two-way radio traffic related to PACIFICA to be recorded. The recordings shall be retained by SSF for a minimum of one hundred (100) days following the date of the call or message. SSF shall provide excerpts of these recordings to PACIFICA upon request.
- (d) SSF shall provide and maintain computer hardware and system software at the

SSF communications center to support PACIFICA computer aided dispatching and automated records management. PACIFICA, at its own expense, shall procure the necessary compatible application software for computer aided dispatching and automated records management. Further, PACIFICA shall be responsible for paying any and all recurring software maintenance fees for all software that it has purchased and/or licensed in connection with this Agreement.

- (e) SSF shall provide and maintain sufficient telephone equipment to accommodate the PACIFICA E911, 7-digit emergency telephone lines, and administrative business lines.
- (f) SSF shall provide and maintain radio console equipment within the SSF police communications center to effect radio transmissions to and from the SSF police communications center to the PACIFICA field units.
- (g) SSF shall provide recording equipment to log and record incoming and outgoing radio and telephone transmissions related to this Agreement.
- (h) SSF shall make the services of its telecommunications engineering and police technology team available to design the radio and telephone systems required to provide the services identified herein. In the event that the telecommunications engineering and police technology team costs increase during this Agreement, the Parties will meet to agree upon an additional amount to be paid by Pacifica sufficient to cover the increased costs.
- (i) PACIFICA and SSF shall jointly maintain and update a computerized geographic information file, with each party focusing on streets and premise data in its own jurisdiction.
- (j) SSF will complete all functions of warrant process for PACIFICA. These duties include, but are not limited to, new warrant entries, warrant updates and warrant due-diligence.

2. **Operational Responsibilities**

- (a) The SSF Communications Center shall be under the direction and management control of SSF's Chief of Police. Matters concerning communications procedures, operations, complaints, requests for changes and/or similar operational matters provided for under this Agreement and specifically related to PACIFICA shall be approved by PACIFICA's Chief of Police and submitted to the SSF Chief of Police or his/her designee for consideration.
- (b) SSF shall provide sufficient working space and facilities at the SSF police communications center for SSF personnel and equipment to provide the services described in this Agreement. SSF, in its sole discretion, shall determine the quantity and classification of employees required to provide the services to PACIFICA contemplated under this Agreement.
- (c) SSF shall, during the term of this Agreement, be the employer to all SSF personnel and shall be solely responsible for providing direction to personnel. PACIFICA shall have no ability to direct or control SSF personnel as to the method which the Services are provided to PACIFICA. SSF shall be solely responsible for all compensation and benefits, including retirement benefits, owed to SSF personnel.

3. **Compensation for Services**

- (a) PACIFICA shall pay SSF the amounts detailed below as compensation for services provided during each fiscal year beginning July 1, 2020 and ending on June 30, 2023. SSF shall invoice PACIFICA in advance on a quarterly basis beginning on July 1, 2020 in an amount equal to ¼ of annual amount due. Pacifica shall remit in full within 45 days of receiving an invoice from SSF.

2020-2021	2021-2022	2022-2023
\$671,108	\$684,530	\$698,221

- (b) In the event SSF determines that additional employees must be hired by SSF in order to implement this Agreement SSF shall notify PACIFICA and upon mutual agreement of the costs associated with those additional hires, PACIFICA shall pay SSF an amount equal to the cost of the additional employees hired by SSF to fulfill its obligations under this Agreement.
- (c) Upon mutual agreement, PACIFICA may request SSF to provide additional police communications services for special events at the rate of \$85 per hour per employee with a minimum of four (4) hours per event. PACIFICA must schedule special events with SSF at least thirty (30) days in advance of the event date.
- (d) PACIFICA shall be responsible for the non-recurring and recurring cost of its telephone lines and any equipment required to extend its telephone lines to the SSF police communications center.

4. **Term**

SSF shall furnish the agreed-upon services as set forth above for a period of three (3) years, commencing July 1, 2020 and expiring June 30, 2023. This Agreement may be extended for up to a three (3) year period if mutually agreed by SSF and PACIFICA in writing.

5. **Waiver/Immunities**

- (a) **Waiver.**

PACIFICA is responsible for damages to or loss of its property and waives its right to sue SSF for any damages to or loss of its property or injury to its personnel that may occur in responding to communication services pursuant to this Agreement, except for loss of PACIFICA'S property or injury to PACIFICA'S personnel that is caused by the gross negligence or willful misconduct of SSF.

- (b) **Immunities.**

By entering into this Agreement, neither Party waives any of the immunities provided by the California Government Code or other applicable provisions of law.

6. Termination of Agreement

This Agreement may be terminated in accordance with the following:

(a) Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties to this Agreement shall have the right, in their sole discretion, to terminate this Agreement by giving ninety (90) days' written notice to the other Party.

(b) Termination for Cause

Notwithstanding any other provision of this Agreement, if either Party fails to perform or cure any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for the termination. The termination shall become effective on the last day of the quarter in which the written notice of termination is provided.

(c) Ability to Cure

In the event of any alleged failure to perform any terms or conditions of this Agreement, the Party alleging such breach shall give the other Party notice in writing specifying the nature of the breach and the manner in which said breach or default may be satisfactorily cured, and the Party in breach shall have thirty (30) days following such notice ("**Cure Period**") to cure such breach. During the Cure Period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings. The failure of any Party to give notice of any breach shall not be deemed to be a waiver of that Party's right to allege any other breach at any other time.

(d) Payment Upon Termination

Upon termination of this Agreement, PACIFICA shall, within thirty (30) days of termination, pay SSF any outstanding balance for services or materials provided by SSF.

7. Notices

All notices, demands, requests, consents, approvals, waivers, or communications ("Notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party except if either party gives notice of a change of name or address, notices to the giver of that Notice shall thereafter be given as demanded in that Notice.

SSF: City of South San Francisco
City Manager
400 Grand Avenue
South San Francisco, CA 94080

PACIFICA: City of Pacifica
City Manager

170 Santa Maria Avenue
Pacifica, CA 94044

8. Relationship of Parties

Both parties agree and understand that the services performed under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of PACIFICA or SSF employees will be affected by this Agreement.

9. Confidential Law Enforcement Information

PACIFICA shall provide SSF with proof of eligibility to access State and Federal automated criminal justice databases. PACIFICA shall provide to SSF identifying information on its employees that require access to said databases to facilitate SSF maintaining computerized security tables that allow or prohibit access. SSF may restrict access from view by PACIFICA if SSF deems it necessary to protect security of its employee information. SSF and PACIFICA shall be individually responsible for complying with State and Federal training requirements for employees related to criminal justice databases. PACIFICA shall be responsible for proper use of criminal justice information disseminated to it by SSF. PACIFICA agrees to indemnify and hold harmless SSF in the event of misuse of confidential information by PACIFICA users distributed to it by SSF.

10. Hold Harmless, Indemnification

- (a) PACIFICA shall defend, save harmless and indemnify SSF, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of PACIFICA, its officers, employees and contractors.
- (b) SSF shall defend, save harmless, and indemnify PACIFICA, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of SSF, its officers, employees and contractors.
- (c) In the event of concurrent negligence of SSF, its officers and/or employees, and PACIFICA, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- (d) This section shall include, without limitation, any actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including PACIFICA or SSF, or damage to property of any kind whatsoever and to whomsoever belonging.
- (e) The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

11. **Radio Systems**

PACIFICA shall own and operate its police radio system and be solely responsible for its procurement, maintenance and replacement. This includes receivers, transmitters, voter/comparators and associated equipment. PACIFICA shall maintain its radio equipment in a manner that will allow clear reception that is free from static and interference.

SSF shall own and operate its police communications dispatch equipment and be solely responsible for its procurement, maintenance and replacement. This includes dispatch console electronic equipment, logging recorder, computer servers and associated equipment. SSF shall use its own equipment to provide radio dispatch service to PACIFICA.

12. **Ownership of Computerized Data**

Both parties acknowledge that automated law enforcement records information for SSF and PACIFICA will be comingled in a single computer database owned and managed by SSF. SSF agrees to allow PACIFICA to electronically copy its records for the purpose of maintaining its own archive without additional cost to PACIFICA.

13. **Assignability and Subcontracting**

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

14. **Insurance**

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing as set forth in this agreement of any pending change in the limits of liability or of any cancellation or modification of the policy.

- a) **Worker's Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.
- b) **Liability Insurance.** PACIFICA and SSF shall procure and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from PACIFICA's and SSF's operations under this Agreement, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than:

1. Comprehensive General Liability \$ 2,000,000
2. Motor Vehicle Liability Insurance \$ 2,000,000

15. Non-Discrimination

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, child birth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

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

16. Retention of Records

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to SSF's or PACIFICA's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed. PACIFICA shall maintain and preserve all records relating to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater. SSF shall maintain and preserve all records relating to this Agreement in accordance with SSF's adopted records retention schedule.

17. Response to Public Records Act Requests, Subpoenas, and DOJ Audits

PACIFICA and SSF shall be individually responsible for complying with requests for records under the California Public Records Act and responding to subpoenas served to each party. SSF shall provide technical assistance to PACIFICA if the request involves incident records contained in SSF's computer aided dispatch system.

The Parties agree for purposes of section 6254.5 of the California Government Code that any and all information exchanged between SSF and PACIFICA pursuant to this Agreement will be treated as confidential, that only persons authorized in writing by the SSF City Manager or the PACIFICA City Manager or their delegees shall be permitted to obtain such information, subject to all applicable laws and regulations, and that any and all information exchanged between SSF and PACIFICA pursuant to this Agreement will only be used for purposes consistent with existing law.

PACIFICA and SSF shall be individually responsible for responding to California Department of Justice audits related to the California Law Enforcement Telecommunications System (CLETS) and the Department of Justice Criminal Justice Information System (CJIS) databases. SSF shall provide technical assistance to PACIFICA to extract the necessary

information from the computer aided dispatch and records management systems when requested.

18. Merger Clause

This Agreement, including any Exhibit(s) hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

19. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

20. Amendment

This Agreement may be amended at any time upon the written mutual approval of the Parties.

21. Severability

If any provision of this Agreement shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

22. Waiver

A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either Party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

23. Remedies Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default. Upon the occurrence of an event of default, the Parties may pursue all remedies at law or in equity which are not otherwise provided for in this Agreement, expressly including the remedy of specific performance of this Agreement.

24. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor,

heir, administrator, executor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

25. Attorneys' Fees

In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover attorneys' fees and other costs, including, but not limited to court costs and expert and consultants' fees incurred in connection with such action, in addition to any other relief awarded, and such attorneys' fees and costs shall be included in any judgment in such action.

26. Captions; Interpretation

The captions used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

27. Disputes

If a dispute arises between the Parties regarding performance of either Party under this Agreement, the Parties shall attempt to resolve such dispute informally by a meeting with representatives of each Party. If, after a good faith attempt by both Parties to resolve the dispute informally no resolution can be reached, the Parties may, at their sole and mutual discretion, agree to engage in mediation, the costs of which shall be divided equally between the Parties, unless otherwise agreed.

28. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

29. Further Assurances

The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such actions, as either shall reasonably request or as may be necessary to carry out the intent of this Agreement.

30. Time is of the Essence

Time is of the essence and is a material term for all conditions and provisions contained in this Agreement.

31. Authority

Each person executing this Agreement on behalf of one of the Parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such Party and that this Agreement is binding on such Party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in this Agreement first above written.

City Manager
City of South San Francisco

City Manager
City of Pacifica

ATTEST By:

ATTEST:

Approved as to Form:

Approved as to Form:

City Attorney
City of South San Francisco

City Attorney
City of Pacifica



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Reclassify, and increase time base for, positions within Parks, Beaches, and Recreation and update related job descriptions and salary schedules

RECOMMENDED ACTION:

1. Move to authorize reallocating funding from Senior Services Assistant Supervisor position to Community Services Coordinator within the Parks, Beaches and Recreation Department.
2. Move to authorize increasing the time base of the Driver (Bus/Van) and reclassify the position to Transportation Specialist within the Parks, Beaches and Recreation Department.
3. Move to adopt a Resolution approving revising the job descriptions, titles and salaries for the updated Community Services Coordinator and Transportation Specialist classifications.

STAFF CONTACT:

Lorenzo Hines Jr., Assistant City Manager
(650) 738-7301
hinesl@ci.pacifica.ca.us

BACKGROUND/DISCUSSION:

Parks, Beaches and Recreation (PB&R) provides Seniors programs and services at the Pacifica Community Center with funding from Federal Older American Act grants; County and State funds, membership dues; client donations, tributes and bequests; local grants; and City of Pacifica General Fund support. Programs include:

- Nutrition programs including weekly congregate lunch and Meals on Wheels delivered to homebound seniors;
- Door-to-door transportation;
- More than 40 weekly activities, classes, lectures and cultural celebrations promoting socialization and reducing isolation;
- A variety of social, health and exercise classes promoting fitness and well-being;
- An active Seniors in Action (SIA) leadership council representing a membership base of more than 900;
- Information and Referral Services for seniors to connect them with services and outside agency assistants.

Reclassify Senior Services Assistant Supervisor to Community Services Coordinator

The position of Senior Services Assistant Supervisor within the PB&R has been vacant since October of 2019 due to a resignation. This position provided program oversight for the Seniors programs including Meals on Wheels and Transportation program support. Currently, the basic Meals on Wheels and Transportation Program duties of the vacant position are being addressed

through temporary staffing agencies and existing staff. Given the need to return to the level of programming previously (prior to the vacancy) provided to the community, PB&R and Human Resources have re-evaluated the business needs of this position.

Upon analysis, the current staffing levels are not meeting program needs. Therefore, the City Manager proposes the following changes:

1. Reallocate funding from the Senior Services Assistant Supervisor to the Meals on Wheels Coordinator classification;
2. Update job description and title of the Meals on Wheels Coordinator classification to Community Services Coordinator;
3. Remove transportation related duties and reassign to proposed Transportation Specialist Classification.

The Meals on Wheels program has grown significantly over the years, as well as the Transportation program, which now includes Connect a Ride (CaR). Due to this growth, the transportation responsibilities portion of the program have been moved to the Transportation Specialist classification. These changes not only offer a manageable workload for future staff, they also better align the job classifications by grouping similar duties and responsibilities.

Reclassify Driver (Bus/Van) to Transportation Specialist

PB&R has budgeted two part-time drivers for the past six years. However, due to the difficulty recruiting, hiring and retaining these positions, only one of the positions was actually filled during this time. PB&R utilizes back up drivers, on call drivers, and PB&R staff members to staff the driver position.

The City Manager recommends reclassifying one part-time driver position to a full-time, benefited position, Transportation Specialist. This reclassification is likely to result in a more qualified and available applicant pool, reduce the need for part-time drivers, and relieve other staff of driving duties. In addition, twenty-five percent of the new full time position will be supported by the Niukkanen Trust due to the program's association with the trust funded Connect a Ride (CaR) program.

The proposed recommendations will help the City better meet the growing needs of the community and PB&R.

Other proposed changes

In addition, the City Manager recommends revising the job descriptions and salary ranges for the Community Services Coordinator and the Transportation Specialist to better suit the current duties of the position. The proposed changes have been reviewed and approved by the Director of Parks, Beaches and Recreation, Recreation Manager, Human Resources and the Union Representatives of the positions.

The salaries have been adjusted according to internal alignment with similar positions.

FISCAL IMPACT:

There is no impact to the General Fund. Any additional costs will be absorbed by the

Department's budget.

ORIGINATED BY:

Human Resources

ATTACHMENT LIST:

Meals on Wheels & Transportation Coordinator Job Description (DOC)
Community Services Coordinator Job Description (DOC)
Transportation Specialist Job Description (DOC)
Van Driver Job Description (DOC)
856 Misc Salary Schedule (DOCX)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA REVISING THE ALLOCATIONS, JOB DESCRIPTIONS, TITLES AND SALARIES FOR THE MEALS ON WHEELS COORDINATOR AND VAN DRIVER

WHEREAS, the job description and new title for the Meals on Wheels Coordinator has been revised and reviewed by staff; and

WHEREAS, the job description and new title for the Van Driver has been revised and reviewed by staff; and

WHEREAS, staff has completed the necessary review to establish the new salary range for the position of Community Services Coordinator at \$5,233 - \$6,230 per month; and

WHEREAS, staff has completed the necessary review to establish the new salary range for the position of Transportation Specialist at \$4,782 - \$5,812 per month.

NOW, THEREFORE, be it resolved by the City Council of the City of Pacifica, California, that the allocations, job descriptions, new titles and salaries listed above are hereby revised and authorized.

• • • • •

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on the 13th day of April 2020, by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

Deirdre Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Coffey, City Clerk

Michelle Marchetta Kenyon, City Attorney



COMMUNITY SERVICES COORDINATOR

City of Pacifica

MEALS ON WHEELS (MOW) & Transportation COORDINATOR

DEFINITION:

Under general the direct supervision, of the Senior Services Supervisor, the MOW/ Transportation Coordinator plans, organizes, publicizes, coordinates and administers assists in the development, supervision and evaluation of the Meals on Wheels and Transportation programs; organizes and conducts special events. ; oversees volunteers; has responsibility for assigned portions of the Senior Services Supervisor's program responsibilities; and does other related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from higher-level staff and may oversee part-time staff and/or volunteers.

Administrative direction is provided by the Senior Services Supervisor including direct supervision of technical and administrative staff as assigned.

ESSENTIAL AND IMPORTANT DUTIES

Plans, coordinates, fundraises, evaluates, organizes, implements or assists

Essential Function Requirements:

Will be responsible for the compliance of standards as required by Area Agency on Aging contract as monitored by San Mateo County Aging and Adult Services.

Ability to:

- with a variety of community service programs including but not limited to: Meals on Wheels, ~~Supplemental Meals on Wheels~~, Volunteer Program, Special Events, etc.
- Ensures compliance of standards and regulations for assigned programs, as required by Agency, Contracts, County, State, etc.
- Performs client assessments to determine eligibility for participation in Meals on Wheels program and other programs as required in both office and in environments that may be in substandard condition.
- Plans, organizes and directs meal routes, ensuring smooth delivery of meal services to clients.
- Provides information, referral and/or support services to eligible clients as needed within the organizations guidelines.
- Recommends alternatives for improving services as needed, considering factors such as cost/benefit and marketing analysis, availability of

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resources, safety of personnel and effects on operations and level of service; recommends or implements improvements as directed.

- Keep accurate records, maintain client databases, maintain program budgets, complete city paperwork and other administrative tasks.
- Perform client assessment to determine eligibility for participation in the Meals on Wheels program. Communicate with a variety of agencies and customers, including, clients, family members, social workers, vendors, community groups, governmental and members of the public in a courteous and professional manner.
- Responds and resolves inquiries and concerns from the public, and escalates inquiries as needed.
- Schedules, assigns work, trains, and instructs assigned staff and volunteers. Recruits, orients, evaluates, and recognizes contractors, staff, and volunteers.
- Creates, reviews, approves, and generates a variety of materials for marketing, informational, reporting, compliance or educational purposes.
- Serves as a Disaster Service Worker, as required.
- Perform related duties as needed.

EMPLOYMENT STANDARDS

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to qualify is:

Education and Training

Equivalent to a Bachelor's Degree from an accredited college or university in health care, social work, gerontology, recreation or a related field.

Experience

Two years of experience working with seniors, special groups or in social services.

Licenses

Must possess and maintain a valid California Class C driver's license and have a satisfactory driving record.

Ability to obtain American Red Cross First Aid certificate and CPR Adult, Child and Infant CPR within six months of appointment.

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Knowledge of

- Basic social service programs at the federal, state and local levels of government and within the community.
- Best practices methods related to working with vulnerable populations and individuals with disabilities.
- Program development and evaluation.
- Advanced English usage, spelling, grammar and punctuation.
- Business correspondence writing and report preparation.
- Basic budget and fiscal control procedures and techniques.
- Functions and organization of municipal government.
- Principles and procedures of record keeping.

Skill/Ability

- Communicate with the very sick and frail.
- Perform duties in a high stress/emergency crisis.
- Sustain a volunteer base to facilitate deliveries of meals;
- Maintain client files;
- Perform quarterly assessments (home and phone);
- Assist with Congregate Lunch service;
- Monitor Transportation services phone calls;
- Work independently as well as within teams;
- Work some evenings and weekends;
- Operate a personal computer using word processing Visits vulnerable individuals and individuals with disabilities in environments that may be in substandard condition.
- Understand community needs in a variety of recreation areas and successfully implement activities according to those needs.
- Correctly interpret and apply general administrative and department policies and procedures.
- Independently perform a variety of highly responsible duties in support of assigned area(s) in sometimes-high stress/emergency environments.

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- Understand the organization and operation of the City and of outside agencies necessary to assume responsibilities.
- Travel to different sites and locations; drive safely to different sites and locations; maintain a safe driving record.
- Must be able to work flexible hours, including evenings and weekends.
- Ability to maintain facilities and equipment of assigned area(s).
- Operate modern office equipment including computer equipment and specialized software application programs.
- Recognize and appropriately handle materials in a sensitive and confidential manner.
- Understand, interpret and apply pertinent policies, regulations and rules.
- Organize work, set priorities, meet critical deadlines, and follow up on assignments.
- Analyze situations carefully and adopt effective course of action handling matters in a sensitive and confidential manner.
- Compile and maintain various records and prepare reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Work in a safe manner following industry best practices and the City's safety practices and procedures in a variety of environments.
- Work in both an office environment and outdoors, including working in inclement weather
- Ability to lift 30 lbs.
- **Knowledge of:**
 - Written and oral communication skills in order to generate reports, maintain records, and provide written volunteer evaluations
 - Excel and desktop publishing programs.

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Adopted Date: February 2015

Status: Non-Exempt

Bargaining Unit: Teamsters Local 856 – Miscellaneous

Revised Date: March 2020

Former Titles: Meals on Wheels Transportation Coordinator

Abolished:

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Plans, organizes and directs meal routes, client assessments, client linkages to in-home help support;
- Develops programs of service to meet community needs; maintains appropriate budgetary controls and financial reports;
- Responsible for a variety of programs including: Meals on Wheels, Supplemental Meals on Wheels, Medical Loan Closet, Volunteer Program—in part; responsible for program data reporting to Area Agency on Aging;
- Maintain program(s) client database;
- Special events;
- Plans and implements training and supervision of volunteers;
- Handle promotion of programs including but not limited to communication with local publications and outreach to local organizations.
- Work with other staff for program(s) and service enhancements and support

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EXPERIENCE and TRAINING GUIDELINES:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

- Three years of professional experience with older adults, frail elderly, disabled adults and/or social services.

Training:

- Bachelor's Degree from an accredited college or university in health care, social work, gerontology, recreation or a related field.

Special Duties:

The MOW/Transportation Coordinator position may be assigned to assist in one or more of the following areas: Senior Programing, Congregate Lunch or Information and Referral Services.



License or Certificate:

- Possession of a valid California driver's license issued by the State department of Motor Vehicles.
- Certifications in American Red Cross CPR, AED and First Aid are required within the first 6 months of employment.

Work Environment:

Essential duties require the following physical abilities and work environment:

Ability to work in a standard office environment with some ability to sit for long periods of time, with prolonged exposure to a computer screen and extensive public contact. Ability to drive and travel to different sites and locations.

This position involves home visits to sick and frail individuals in environments that may be in substandard condition.

Effective Date: February 24, 2015

Bargaining Group: Teamsters Local Union 856

Status: Non-Exempt



COMMUNITY SERVICES COORDINATOR

DEFINITION

Under general supervision, plans, organizes, publicizes, coordinates and administers the Meals on Wheels program; organizes and conducts special events.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from higher-level staff and may oversee part-time staff and/or volunteers.

ESSENTIAL AND IMPORTANT DUTIES

- Plans, coordinates, fundraises, evaluates, organizes, implements or assists with a variety of community service programs including but not limited to: Meals on Wheels, Volunteer Program, Special Events, etc.
- Ensures compliance of standards and regulations for assigned programs, as required by Agency, Contracts, County, State, etc.
- Performs client assessments to determine eligibility for participation in Meals on Wheels program and other programs as required in both office and in environments that may be in substandard condition.
- Plans, organizes and directs meal routes, ensuring smooth delivery of meal services to clients.
- Provides information, referral and/or support services to eligible clients as needed within the organizations guidelines.
- Recommends alternatives for improving services as needed, considering factors such as cost/benefit and marketing analysis, availability of resources, safety of personnel and effects on operations and level of service; recommends or implements improvements as directed.
- Keep accurate records, maintain client databases, maintain program budgets, complete city paperwork and other administrative tasks.
- Communicate with a variety of agencies and customers, including, clients, family members, social workers, vendors, community groups, governmental and members of the public in a courteous and professional manner.
- Responds and resolves inquiries and concerns from the public, and escalates inquiries as needed.



- Schedules, assigns work, trains, and instructs assigned staff and volunteers. Recruits, orients, evaluates, and recognizes contractors, staff, and volunteers.
- Creates, reviews, approves, and generates a variety of materials for marketing, informational, reporting, compliance or educational purposes.
- Serves as a Disaster Service Worker, as required.
- Perform related duties as needed.

EMPLOYMENT STANDARDS

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to qualify is:

Education and Training

Equivalent to a Bachelor's Degree from an accredited college or university in health care, social work, gerontology, recreation or a related field.

Experience

Two years of experience working with seniors, special groups or in social services.

Licenses

Must possess and maintain a valid California Class C driver's license and have a satisfactory driving record.

Ability to obtain American Red Cross First Aid certificate and CPR Adult, Child and Infant CPR within six months of appointment.

Knowledge of

- Basic social service programs at the federal, state and local levels of government and within the community.
- Best practices methods related to working with vulnerable populations and individuals with disabilities.
- Program development and evaluation.
- Advanced English usage, spelling, grammar and punctuation.
- Business correspondence writing and report preparation.
- Basic budget and fiscal control procedures and techniques.



- Functions and organization of municipal government.
- Principles and procedures of record keeping.

Skill/Ability

- Visits vulnerable individuals and individuals with disabilities in environments that may be in substandard condition.
- Understand community needs in a variety of recreation areas and successfully implement activities according to those needs.
- Correctly interpret and apply general administrative and department policies and procedures.
- Independently perform a variety of highly responsible duties in support of assigned area(s) in sometimes-high stress/emergency environments.
- Understand the organization and operation of the City and of outside agencies necessary to assume responsibilities.
- Travel to different sites and locations; drive safely to different sites and locations; maintain a safe driving record.
- Must be able to work flexible hours, including evenings and weekends.
- Ability to maintain facilities and equipment of assigned area(s).
- Operate modern office equipment including computer equipment and specialized software application programs.
- Recognize and appropriately handle materials in a sensitive and confidential manner.
- Understand, interpret and apply pertinent policies, regulations and rules.
- Organize work, set priorities, meet critical deadlines, and follow up on assignments.
- Analyze situations carefully and adopt effective course of action handling matters in a sensitive and confidential manner.
- Compile and maintain various records and prepare reports.
- Communicate clearly and concisely, both orally and in writing.



- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Work in a safe manner following industry best practices and the City's safety practices and procedures in a variety of environments.
- Work in both an office environment and outdoors, including working in inclement weather

Adopted Date: February 2015

Status: Non-Exempt

Bargaining Unit: Teamsters Local 856 – Miscellaneous

Revised Date: March 2020

Former Titles: Meals on Wheels Transportation Coordinator

Abolished:



TRANSPORTATION SPECIALIST

DEFINITION

Under general supervision, plans, organizes and coordinates senior services transportation needs including transporting clients to and from the Community Center; assists with special events.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from higher-level staff and may provide guidance to part-time staff and/or volunteers.

ESSENTIAL AND IMPORTANT DUTIES

- Plans, organizes and coordinates community center/senior services transportation needs, oversees Connect a Ride “CaR” program and assists with special events as needed.
- Prepares transportation service routes and schedules; identifies necessary changes to routes and schedules as needed to ensure limited disruption in services.
- Transports clients to and from the community center and other areas as needed while ensuring passenger's safety including the enforcement of passenger regulations and assisting passengers by providing physical support as needed – carrying articles, opening doors, assisting them on and off the bus, etc.
- Maintains an accurate accounting of daily passenger sheets, vehicle maintenance check forms, and other related records that may be required.
- Maintains bus and van including fueling, cleaning, and performs daily vehicle safety checks before operating the bus, reporting any vehicle malfunctions to supervisor.
- Receives requests for services or requests for information regarding services available for the elderly/medically fragile in the community, referring to other agencies or personnel when need arises for health, educational, social, recreational, or commercial resources.
- Complies with all federal, state, and local transit systems policies and procedures.
- Communicates with a variety of agencies, vendors, community groups, clients, governmental and members of the public in a courteous and professional manner.



- Responds and resolves inquiries and concerns from the public, and escalates inquiries as needed.
- Delivers meals to homebound Meals on Wheels clients as needed.
- Serves as a Disaster Service Worker, as required.
- Perform related duties as needed.

EMPLOYMENT STANDARDS

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to qualify is:

Education and Training

High School Diploma or equivalent.

Experience

One year experience operating a transit bus.

Experience working with medically fragile populations, individuals with disabilities or seniors is desirable.

LICENSES AND CERTIFICATES

Must possess and maintain a valid California Driver's License, Class B with passenger endorsement and have a satisfactory driving record.

Ability to obtain American Red Cross First Aid certificate and CPR Adult, Child and Infant CPR within three months of appointment.

Knowledge of

- Motor Vehicle laws and requirements governing operation of transit vehicles.
- Operation of transit vehicles and safe work practices.
- Standard safety and maintenance requirements of transit vehicles operated.
- Modern office procedures and equipment including basic Microsoft Office skills (Outlook, Word, Excel).
- Principles and procedures of record keeping.

Skill/Ability



- Skillfully operate a multi-passenger bus or van in a safe and lawful manner while traveling to different sites and locations.
- Comply with all Department of Transportation (DOT) rules and regulations including complying to random drug/alcohol testing as required by the (DOT).
- Must be able to prioritize daily situations based upon emergency needs and requests.
- Effectively deal with medically fragile and disabled clients with various health issues.
- Assist with the loading/and unloading of clients in need from vehicle, exerting moderate physical skills in assisting riders.
- Maintain facilities and equipment of assigned area(s).
- Operate modern office equipment including computer equipment and specialized programs.
- Understand, interpret and apply pertinent policies, regulations and rules.
- Compile and maintain various records and prepare reports.
- Multi task with constant interruptions.
- Analyze situations carefully and adopt effective course of action handling matters in a sensitive and confidential manner.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Work in a safe manner following industry best practices and the City's safety practices and procedures in a variety of environments.
- Work in both an office environment and outdoors, including working in inclement weather, around loud noises and in vehicles used for transportation.

Adopted Date: February 2013

Status: Non-Exempt



Bargaining Unit: Teamsters Local 856 – Miscellaneous

Revised Date: March 2020

Former Titles: Van Driver, Senior Services Bus & Van Driver, Driver (Bus/Van)

Abolished:



SENIOR SERVICES BUS AND VAN DRIVER TRANSPORTATION SPECIALIST

DEFINITION

Under general supervision, plans, organizes and coordinates of the Supervisor of Senior Services, this position is responsible for senior services transportation needs, including transporting clients to and from the Community Center, assists with special events. Other local trips may also be required. Assist seniors/family members matching needs to services available. Responsible for AAS client data gathering and assists Recreation Specialist-Senior Services with client needs per AAS requirements.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from higher-level staff and may provide guidance to part-time staff and/or volunteers.

ESSENTIAL AND IMPORTANT DUTIES

- Plans, organizes and coordinates community center/senior services transportation needs, oversees Connect a Ride "CaR" program and assists with special events as needed.
- Prepares transportation service routes and schedules; identifies necessary changes to routes and schedules as needed to ensure limited disruption in services.
- Transports clients to and from the community center and other areas as needed while ensuring passenger's safety including the enforcement of passenger regulations and assisting passengers by providing physical support as needed – carrying articles, opening doors, assisting them on and off the bus, etc.
- Maintains an accurate accounting of daily passenger sheets, vehicle maintenance check forms, and other related records that may be required.
- Maintains bus and van including fueling, cleaning, and performs daily vehicle safety checks before operating the bus, reporting any vehicle malfunctions to supervisor.

ESSENTIAL FUNCTION REQUIREMENTS

- Ability to establish rapport with older adults; ability to physically assist with the loading/and unloading of clients in need from vehicle.
- Must hold and have the ability to maintain a minimum of a Class B California Driver's License, with a passenger endorsement and drive either a bus or a van.
- Must pass medical physical as required for holding a commercial driver's license.

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- Subject to random drug/alcohol testing as required by the Department of Transportation (DOT). Must comply with all DOT rules and regulations.
- Must have the ability to communicate effectively in writing, in person and on the telephone.
- Basic computer skills required (Word, Excel).
- Must comply with AAS client confidentiality rules.
- Establish positive and confidential working relationships with staff and public.
- Must be able to prioritize daily situations based upon emergency needs and requests.

EXAMPLES OF DUTIES

- Drive seniors to and from their home to the Community Center; maintain composure during crisis situations; manage the scheduling of client appointments for services provided at the Community Center; partner with staff to perform specific tasks required of Recreation Specialist Senior Services (in staff's absence); telephone or home visit to Meals on Wheels (MOW) clients. Receives requests for services or requests for information regarding services available for the elderly/medically fragile in the community, referring to other agencies or personnel when need arises for health, educational, social, recreational, or commercial resources.
- Complies with all federal, state, and local transit systems policies and procedures.
- Communicates with a variety of agencies, vendors, community groups, clients, governmental and members of the public in a courteous and professional manner.
- Responds and resolves inquiries and concerns from the public, and escalates inquiries as needed.
- Delivers meals to homebound Meals on Wheels clients as needed.
- Serves as a Disaster Service Worker, as required.
- Perform related duties as needed.

EMPLOYMENT STANDARDS

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to qualify is:

Education and Training

High School Diploma or equivalent.

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Experience

One year experience operating a transit bus.

Experience working with medically fragile populations, individuals with disabilities or seniors is desirable.

EMPLOYMENT STANDARDS

Minimum of high school graduation or equivalent and a minimum of Class B California Drivers License with passenger endorsement. Experienced in working with seniors or an organization which addresses the needs and interests of the older adult population is desired.

LICENSES AND CERTIFICATES

Must possess and maintain a valid California Driver's License, Class B with passenger endorsement and have a satisfactory driving record.

Ability to obtain American Red Cross First Aid certificate and CPR Adult, Child and Infant CPR within three months of appointment.

Minimum Class B California Drivers License, with passenger endorsement American Red Cross Standard First Aid certificate, CPR, and AED certificate within three months of employment.

Knowledge of

- Motor Vehicle laws and requirements governing operation of transit vehicles.
- Operation of transit vehicles and safe work practices.
- Standard safety and maintenance requirements of transit vehicles operated.
- Modern office procedures and equipment including
- basic Microsoft Office skills (Outlook, Word, Excel).
- Principles and procedures of record keeping.

TOOLS AND EQUIPMENT USED

- Multi-passenger bus (18-21 seat), wheel chair ramp, multi-passenger van, personal computer, including word processing software, calculator, copy and fax machine; phone.

Skill/Ability

- Skillfully operate a multi-passenger bus or van in a safe and lawful manner while traveling to different sites and locations.

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- Comply with all Department of Transportation (DOT) rules and regulations including complying to random drug/alcohol testing as required by the (DOT).
- Must be able to prioritize daily situations based upon emergency needs and requests.
- Effectively deal with medically fragile and disabled clients with various health issues.
- Assist with the loading/and unloading of clients in need from vehicle, exerting moderate physical skills in assisting riders.
- Maintain facilities and equipment of assigned area(s).
- Operate modern office equipment including computer equipment and specialized programs.
- Understand, interpret and apply pertinent policies, regulations and rules.
- Compile and maintain various records and prepare reports.
- Multi task with constant interruptions.
- Analyze situations carefully and adopt effective course of action handling matters in a sensitive and confidential manner.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Work in a safe manner following industry best practices and the City's safety practices and procedures in a variety of environments.
- Work in both an office environment and outdoors, including working in inclement weather, around loud noises and in vehicles used for transportation.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this position, the employee is frequently required to walk, sit, talk and hear. The employee is

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occasionally required to use hands to fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms and to lift and carry, push and pull. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus. The ability to drive a van and a bus is a must.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this job.

Individual must be a defensive driver in anticipating multiple situations that could arise in one's surroundings. Individual must be able to deal with situations that are confidential. Able to work successful and professionally in crisis mode during client emergency at the Community Center or at a client's home. May encounter visits with clients that have communicable diseases; may need to effectively deal with clients with various health issues such as: hearing/sight/memory loss or dementia, drug/alcohol abuse, mental disorders. May encounter individuals who are economically challenged. The employee is occasionally exposed to wet and/or humid conditions, toxic, or caustic chemicals.

The noise level in the work environment is usually moderately loud. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Adopted Date: February 2013

Status: Non-Exempt

Bargaining Unit: Teamsters Local 856 – Miscellaneous

Revised Date: March 2020

Former Titles: Van Driver, Senior Services Bus & Van Driver, Driver (Bus/Van)

Abolished:

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2018-19 Salary Schedule

Teamsters Miscellaneous Local 856

Effective the first day of the first full pay period of the calendar month immediately preceding the date of Council approval

Increase 2%

	Monthly Salary Range		Hours/Week
	Minimum	Maximum	
Account Technician I	\$ 5,058	\$ 5,473	37.5
Account Technician II	\$ 5,610	\$ 6,042	37.5
Account Technician III	\$ 6,194	\$ 6,672	37.5
Accountant	\$ 6,931	\$ 8,415	40
Administrative Assistant	\$ 4,731	\$ 5,619	37.5
Administrative Clerk	\$ 3,921	\$ 4,652	37.5
Administrative Clerk II	\$ 4,261	\$ 5,143	37.5
Administrative Clerk II (30 hours per week)	\$ 3,411	\$ 4,114	30
Assistant Civil Engineer	\$ 6,527	\$ 8,878	40
Assistant Planner	\$ 6,801	\$ 8,223	40
Building Maintenance Specialist	\$ 5,657	\$ 6,719	40
Child Care Assistant Supervisor	\$ 5,638	\$ 6,696	40
Child Care Teacher I	\$ 2,906	\$ 3,471	40
Child Care Teacher II	\$ 3,487	\$ 4,048	40
Child Care Teacher III (Lead)	\$ 3,893	\$ 4,712	40
Child Care Site Coordinator	\$ 5,243	\$ 6,228	40
Child Care Technician	\$ 4,187	\$ 4,997	37.5
Code Enforcement Officer	\$ 5,950	\$ 7,763	40
Community Service Officer	\$ 5,042	\$ 6,000	40
Equipment Operator	\$ 5,330	\$ 6,293	40
Evidence Technician I	\$ 5,917	\$ 7,022	40
Evidence Technician II	\$ 6,213	\$ 7,374	40
Evidence Technician III	\$ 6,522	\$ 7,741	40
Food Services Coordinator	\$ 4,684	\$ 5,970	35
Maintenance Worker I	\$ 4,833	\$ 5,833	40
Maintenance Worker II	\$ 5,150	\$ 6,133	40
Maintenance Worker III	\$ 5,556	\$ 6,595	40
Meals on Wheels/Transportation Coordinator	\$ 2,782	\$ 7,934	40
Mechanic	\$ 5,918	\$ 7,058	40
Permit Technician	\$ 4,718	\$ 5,747	40
Police Records Clerk	\$ 4,519	\$ 5,480	37.5
Police Records Supervisor	\$ 7,073	\$ 8,574	37.5
Project Coordinator	\$ 5,688	\$ 6,552	40
Property Clerk	\$ 2,164	\$ 2,584	20
Public Works Supervisor (Streets, Parks or Motor Pool)	\$ 6,980	\$ 8,872	40
Ranger	\$ 5,028	\$ 5,996	40
Recreation Coordinator	\$ 5,131	\$ 6,108	40
Recreation Specialist	\$ 4,234	\$ 5,037	40
Senior Building Maintenance Specialist	\$ 5,910	\$ 9,337	40
Senior Equipment Mechanic	\$ 6,831	\$ 8,151	40
Senior Services Program Coordinator	\$ 5,307	\$ 6,342	40
Systems Specialist	\$ 7,609	\$ 9,071	40
Van Driver	\$ 4,466	\$ 5,698	40

Attachment: 856 Misc Salary Schedule (3201 : Resolution - Senior Services Classification Updates)

2019-20 Salary Schedule
Teamsters Miscellaneous Local 856
Effective at the beginning of the first pay period in July 2019
Increase 2%

	Salary Range		Hours/Week
	Minimum	Maximum	
Account Technician I	\$ 5,159	\$ 5,583	37.5
Account Technician II	\$ 5,722	\$ 6,163	37.5
Account Technician III	\$ 6,318	\$ 6,805	37.5
Accountant	\$ 7,070	\$ 8,583	40
Administrative Assistant	\$ 4,825	\$ 5,732	37.5
Administrative Clerk	\$ 3,999	\$ 4,745	37.5
Administrative Clerk II	\$ 4,346	\$ 5,246	37.5
Administrative Clerk II (30 hours per week)	\$ 3,479	\$ 4,196	30
Assistant Civil Engineer	\$ 6,658	\$ 9,056	40
Assistant Planner	\$ 6,937	\$ 8,388	40
Building Maintenance Specialist	\$ 5,770	\$ 6,853	40
Child Care Assistant Supervisor	\$ 5,750	\$ 6,830	40
Child Care Teacher I	\$ 2,964	\$ 3,540	40
Child Care Teacher II	\$ 3,557	\$ 4,129	40
Child Care Teacher III (Lead)	\$ 3,971	\$ 4,807	40
Child Care Site Coordinator	\$ 5,348	\$ 6,353	40
Child Care Technician	\$ 4,271	\$ 5,097	37.5
Code Enforcement Officer	\$ 6,069	\$ 7,918	40
<u>Community Services Coordinator</u>	<u>\$ 5,233</u>	<u>\$ 6,230</u>	<u>40</u>
Community Service Officer	\$ 5,143	\$ 6,120	40
Equipment Operator	\$ 5,436	\$ 6,419	40
Evidence Technician I	\$ 6,035	\$ 7,162	40
Evidence Technician II	\$ 6,337	\$ 7,521	40
Evidence Technician III	\$ 6,652	\$ 7,896	40
Food Services Coordinator	\$ 4,778	\$ 6,089	35
Maintenance Worker I	\$ 4,929	\$ 5,950	40
Maintenance Worker II	\$ 5,253	\$ 6,256	40
Maintenance Worker III	\$ 5,667	\$ 6,727	40
Meals on Wheels/Transportation Coordinator	\$ 2,837	\$ 3,092	40
Mechanic	\$ 6,036	\$ 7,200	40
Permit Technician	\$ 4,812	\$ 5,862	40
Police Records Clerk	\$ 4,609	\$ 5,590	37.5
Police Records Supervisor	\$ 7,214	\$ 8,746	37.5
Project Coordinator	\$ 5,801	\$ 6,684	40
Property Clerk	\$ 2,208	\$ 2,635	20
Public Works Supervisor (Streets, Parks or Motor Pool)	\$ 7,119	\$ 9,049	40
Ranger	\$ 5,128	\$ 6,115	40
Recreation Coordinator	\$ 5,233	\$ 6,230	40
Recreation Specialist	\$ 4,319	\$ 5,137	40
Senior Building Maintenance Specialist	\$ 6,028	\$ 9,524	40
Senior Equipment Mechanic	\$ 6,968	\$ 8,314	40
Senior Services Program Coordinator	\$ 5,413	\$ 6,469	40
Systems Specialist	\$ 7,761	\$ 9,252	40
<u>Transportation Specialist</u> Van Driver	<u>\$ 4,782</u>	<u>\$ 5,812</u>	<u>40</u>

Attachment: 856 Misc Salary Schedule (3201 : Resolution - Senior Services Classification Updates)

2020-21 Salary Schedule
Teamsters Miscellaneous Local 856
Effective at the beginning of the first pay period in July 2020
Increase 2%

	Salary Range		Hours/Week
	Minimum	Maximum	
Account Technician I	\$ 5,263	\$ 5,694	37.5
Account Technician II	\$ 5,837	\$ 6,287	37.5
Account Technician III	\$ 6,445	\$ 6,941	37.5
Accountant	\$ 7,211	\$ 8,755	40
Administrative Assistant	\$ 4,922	\$ 5,846	37.5
Administrative Clerk	\$ 4,079	\$ 4,840	37.5
Administrative Clerk II	\$ 4,433	\$ 5,351	37.5
Administrative Clerk II (30 hours per week)	\$ 3,549	\$ 4,280	30
Assistant Civil Engineer	\$ 6,791	\$ 9,237	40
Assistant Planner	\$ 7,076	\$ 8,555	40
Building Maintenance Specialist	\$ 5,885	\$ 6,990	40
Child Care Assistant Supervisor	\$ 5,865	\$ 6,967	40
Child Care Teacher I	\$ 3,023	\$ 3,611	40
Child Care Teacher II	\$ 3,628	\$ 4,212	40
Child Care Teacher III (Lead)	\$ 4,051	\$ 4,903	40
Child Care Site Coordinator	\$ 5,455	\$ 6,480	40
Child Care Technician	\$ 4,356	\$ 5,199	37.5
Code Enforcement Officer	\$ 6,190	\$ 8,077	40
<u>Community Services Coordinator</u>	<u>\$ 5,338</u>	<u>\$ 6,355</u>	<u>40</u>
Community Service Officer	\$ 5,246	\$ 6,242	40
Equipment Operator	\$ 5,545	\$ 6,548	40
Evidence Technician I	\$ 6,156	\$ 7,305	40
Evidence Technician II	\$ 6,464	\$ 7,671	40
Evidence Technician III	\$ 6,785	\$ 8,054	40
Food Services Coordinator	\$ 4,873	\$ 6,211	35
Maintenance Worker I	\$ 5,028	\$ 6,069	40
Maintenance Worker II	\$ 5,358	\$ 6,381	40
Maintenance Worker III	\$ 5,780	\$ 6,862	40
Meals on Wheels/Transportation Coordinator	\$ 2,894	\$ 8,254	40
Mechanic	\$ 6,157	\$ 7,344	40
Permit Technician	\$ 4,908	\$ 5,979	40
Police Records Clerk	\$ 4,701	\$ 5,702	37.5
Police Records Supervisor	\$ 7,358	\$ 8,921	37.5
Project Coordinator	\$ 5,917	\$ 6,817	40
Property Clerk	\$ 2,252	\$ 2,688	20
Public Works Supervisor (Streets, Parks or Motor Pool)	\$ 7,262	\$ 9,230	40
Ranger	\$ 5,231	\$ 6,238	40
Recreation Coordinator	\$ 5,338	\$ 6,355	40
Recreation Specialist	\$ 4,405	\$ 5,240	40
Senior Building Maintenance Specialist	\$ 6,149	\$ 9,714	40
Senior Equipment Mechanic	\$ 7,107	\$ 8,480	40
Senior Services Program Coordinator	\$ 5,521	\$ 6,599	40
Systems Specialist	\$ 7,917	\$ 9,437	40
<u>Transportation Specialist/Van Driver</u>	<u>\$ 4,878</u>	<u>\$ 5,928</u>	<u>40</u>

Attachment: 856 Misc Salary Schedule (3201 : Resolution - Senior Services Classification Updates)



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Consideration of Adoption of an Urgency Ordinance Establishing a Temporary Moratorium on Commercial Tenant Evictions for Non-Payment of Rent for Tenants Impacted by the COVID-19 Pandemic in the City of Pacifica.

RECOMMENDED ACTION:

Consider Adoption by 4/5 vote an Urgency Ordinance Establishing a Temporary Moratorium on Commercial Tenant Evictions for Non-Payment of Rent for Tenants Impacted by the COVID-19 Pandemic in the City of Pacifica.

STAFF CONTACT:

Michelle Marchetta Kenyon, City Attorney
kenyonm@ci.pacifica.ca.us

Kevin Woodhouse, City Manager
650-738-7409
kwoodhouse@ci.pacifica.ca.us

BACKGROUND:

In response to the COVID-19 pandemic and to slow the spread of the virus, on March 16, 2020, the County issued a shelter in place directive for all residents located in the County, which proscribed business operations for businesses deemed not essential, and prohibited individuals from engaging non-essential activities. On March 19, 2020, the California Governor issued Executive Order N-33-20, which imposed a statewide shelter-in-place order requiring individuals to remain in their places of residence except as needed to maintain continuity of operations of critical infrastructure, access necessities such as food, prescriptions, and healthcare, or engage in other authorized activities. The County's shelter in place directive was revised on March 31, 2020, and provides that the order is effective until at least May 3, 2020.

As a result of the Governor's and County Health Officer's shelter-in-place orders, non-essential businesses are required to cease operations and many essential businesses have been required to make changes to the way that they operate, including decreasing the volume of individuals that may frequent a given business in order to observe social distancing requirements. The shelter in place directives have imposed hardships on businesses that are not permitted to continue operations, as well as on businesses that may continue to stay open, but in a scaled-down capacity.

Governor Newsom on March 16, 2020 issued Executive Order N-28-20, which grants cities and counties authority to enact temporary moratoria on residential and commercial evictions based on a non-payment of rent caused by the COVID-19 pandemic or the federal, state, and/or local response to the COVID-19 until May 31, 2020. Accordingly, on March 23, 2020, the Board of Supervisors adopted a temporary, county-wide moratorium on eviction for non-payment of rent

by residential tenants directly impacted by the COVID-19 pandemic. The County's moratorium on residential evictions applies to incorporated areas of the County, including the City of Pacifica.

On April 7, 2020, the San Mateo County Board of Supervisors adopted an urgency ordinance temporarily protecting commercial tenants located in unincorporated areas of the County from evictions during the local emergency ("County's Commercial Moratorium Ordinance").

Because the protections of the County's Commercial Moratorium Ordinance do not apply to incorporated cities, commercial tenants in Pacifica may still be vulnerable to evictions during the local emergency. Accordingly, staff has prepared for consideration an Urgency Ordinance Establishing a Temporary Moratorium on Commercial Tenant Evictions for Non-Payment of Rent for Tenants Impacted by the COVID-19 Pandemic in the City of Pacifica.

("Urgency Ordinance"). If adopted by a 4/5 vote of the Council, this temporary moratorium would go into effect immediately.

DISCUSSION:

Legal Landscape

Typically, in order for a tenant to be lawfully evicted for nonpayment of rent, the landlord must first provide the tenant with a three-day notice to pay or vacate the premises, and then file an unlawful detainer action. The tenant normally has 5 days to respond to the unlawful detainer action, and the judge will normally hear the case within 20 days. If the tenant does not respond, the court may enter default judgment against the tenant without trial. If the case is decided in favor of the landlord, the landlord will obtain a writ of possession for the property from the court, and the writ must be executed by the county sheriff's office. The sheriff must post notice on the property and wait a 5-day period before executing the writ of possession.

A. Governor's Executive Order Relating to Evictions

On March 16, 2020, Governor Newsom issued Executive Order N-28-20, which suspended provisions of state law that would preempt or restrict the power of local governments to impose prohibitions on residential and commercial evictions. The Order suspends certain state statutes that could otherwise preempt locally-enacted protections for tenants who are unable to pay rent due to COVID-19. The Order, however, did not serve as a moratorium on commercial tenant evictions.

With respect to residential evictions, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 ("Moratorium Order"), which established a statewide moratorium on residential tenant evictions until May 31, 2020. The Moratorium Order extends the time for a residential tenant to respond to an unlawful detainer complaint from 5 to 60 days (if the complaint is served during emergency period), provided that the residential tenant:

1. Paid rent prior to the date of the order (March 27, 2020);
2. Notifies the landlord in writing, either before rent is due or a period not to exceed 7 days after rent is due, that nonpayment of rent is due to COVID-19; and
3. Retains verifiable documentation that supports nonpayment due to COVID-19.

The Moratorium Order further prohibits enforcement of writs of possession until May 31, 2020 for any residential tenant who meets the three criteria listed above. However, the tenant is not absolved of liability for payment of back rent. The Moratorium Order does not specify when

payment of uncollected rent is due, but it would likely be subject to collection once the order expires. Like most local eviction protections that have been considered by other jurisdictions, the Moratorium Order provides a residential tenant with an affirmative defense to use in court, but tenants will still need to invoke the protections of the Moratorium Order in any legal proceeding.

B. Superior Court and Judicial Council Actions on Unlawful Detainers

Since March 16, 2020, the San Mateo County Superior Court has been physically closed and has only accepted limited civil filings. Unlawful detainer matters are not moving forward, and the Sheriff's Office is not proceeding with executing writs of possession.

On April 6, 2020, the Judicial Council of the Court of California adopted new emergency rules for the court system that will be in effect for 90 days after the Governor rescinds the state of emergency ("Judicial Council Rules"). The Judicial Council Rules prohibit the issuance of summons to defendants in new unlawful detainer cases unless the court finds that the action is necessary to protect public health and safety. The protections of these emergency rules apply to both residential and commercial tenants. Furthermore, courts cannot enter a default judgment against a tenant unless the court determines that the action is necessary to protect public health. The new Judicial Council Rules also stay all judicial foreclosure actions until 90 days after the Governor rescinds the state of emergency, unless the court determines that the action is necessary for public health and safety.

The Court closures and the Judicial Council Rules practically mean that tenant removals will not occur during the emergency period. While the City has the option of adopting a local moratorium on either (or both) residential and commercial evictions, the combination of the Moratorium Order, County Ordinance, the Judicial Council Rules, and the Sheriff's Office not executing writs of possession all provide substantial protections to both residential and commercial tenants.

Commercial Eviction Moratorium Ordinance Provisions

The proposed Urgency Ordinance includes the following findings:

An immediate temporary moratorium on commercial tenant evictions for non-payment of rent due to impacts related to the COVID-19 pandemic is necessary because:

- (a) commercial evictions occurring during the local emergency would defeat the intent and purpose of shelter-in-place directives designed to slow the spread of the virus by, for example, making it more likely that impacted business owners venture out in public to tend to their businesses, or undertake tasks associated with moving out of a commercial space;
- (b) without a commercial eviction moratorium in place, commercial real estate property owners will have an immediate incentive to serve notices to terminate tenancies for failure to pay rent, thereby displacing many commercial business tenants in Pacifica;
- (c) the prospect of not generating sufficient income to cover rental expenses during the local emergency incentivizes non-essential commercial businesses to continue operating despite orders to cease operations; and

(d) evictions of commercial tenants that are deemed essential during the emergency period but are not generating sufficient income to pay rent as a result of COVID-19 impacts would substantially impair the public health and welfare of the community by preventing Pacifica residents from obtaining essential supplies and/ or services.

The proposed Urgency Ordinance, as drafted, is consistent with the regulations adopted by the County on April 7, 2020 and contains the following key features:

- Prohibits property owners from recovering possession of commercial real estate property from a commercial tenant for failure to pay rent, provided that the tenant demonstrates that the failure to pay rent when due is directly related to a decrease in net business income that results from the COVID-19 pandemic or any federal, state or local government response to the COVID-19 pandemic;
- Property owners must provide tenants notice of this Urgency Ordinance before taking action to recover possession of the property from a tenant;
- The tenant must demonstrate a COVID-19 nexus by providing documentation to the property owner;
- Protects businesses with gross receipts of 2.5 million dollars or less per year (a figure consistent with the County's Commercial Moratorium Ordinance);
- Authorizes commercial tenants to use the Urgency Ordinance as an affirmative defense to an unlawful detainer action;
- Provides tenants the ability to pay back rent up to 90 days after the expiration or termination of the Urgency Ordinance, unless an alternative schedule is mutually acceptable;
- Expires on May 31, 2020, unless otherwise extended by the City Council;
- Does not relieve a tenant from liability for any rent owed to the property owner.

This is an urgency ordinance in order to prevent evictions from being initiated as soon as possible during the local emergency.

ALTERNATIVE ACTION:

The following alternative actions are available for consideration:

- A. Take no action;
- B. Provide alternative direction to staff.

FISCAL IMPACT:

While there is no immediate fiscal impact, there is the potential for litigation exposure given that commercial eviction moratoria in response to COVID-19 present novel legal issues, which may cause litigation.

ORIGINATED BY:

City Attorney's Office

ATTACHMENT LIST:

Attachment 1: Executive Order N-28-20 (PDF)
Attachment 2: Judicial Council Rules (PDF)

ORDINANCE NO. (ID # 3230)

ORDINANCE NO. ____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFICA
ESTABLISHING A TEMPORARY MORATORIUM ON COMMERCIAL TENANT EVICTIONS
FOR NON-PAYMENT OF RENT FOR TENANTS IMPACTED BY THE COVID-19 PANDEMIC
IN THE CITY OF PACIFICA**

THE CITY COUNCIL OF THE CITY OF PACIFICA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authority. This interim urgency ordinance ("Ordinance") is adopted pursuant to the provisions set forth in Government Code Sections 36934 and 36937(b) and pursuant to other applicable law.

SECTION 2. Findings.

The City Council hereby finds as follows:

1. International, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19").
2. On March 3, 2020, both the Director of Emergency Services of the County of San Mateo and the San Mateo County Health Officer (the "Health Officer") declared a local health emergency throughout San Mateo County related to the novel coronavirus ("COVID-19"), and the emergency proclamations were ratified by the San Mateo County Board of Supervisors on March 10, 2020.
3. On March 4, 2020, Governor Gavin Newsom issued a Proclamation of State of Emergency related to COVID-19 for the State of California.
4. On March 11, 2020, due to the significant spread of the virus and the increased numbers of confirmed cases worldwide, the World Health Organization declared the existence of a global pandemic due to COVID-19, and on March 13, 2020, the United States federal government declared a national state of emergency.
5. On March 16, 2020, the Health Officer issued a Countywide shelter in place order that, among other things, directs all individuals currently living within San Mateo County, including those living in Pacifica, to shelter in their place of residence, and authorizes individuals to leave their residences only for engaging in certain essential activities, performing essential governmental functions, or operating limited categories of businesses deemed essential.
6. Also on March 16, 2020, the Pacifica City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Pacifica Municipal Code section 4-2.05(a), and this proclamation was ratified by the Pacifica City Council on March 18, 2020.

7. Governor Newsom on March 16, 2020 issued Executive Order N-28-20, which grants cities and counties broad authority to enact temporary moratoria on residential and commercial evictions based on a non-payment of rent caused by the COVID-19 pandemic or the federal, state, and/or local response to the COVID-19 until May 31, 2020.
8. On March 19, 2020, Governor Newsom issued Executive Order N-33-20, which imposed a statewide shelter-in-place order requiring individuals to remain in their places of residence except as needed to maintain continuity of operations of critical infrastructure, access necessities such as food, prescriptions, and healthcare, or engage in other authorized activities.
9. On March 23, 2020, the San Mateo County Board of Supervisors adopted an Emergency Regulation establishing a temporary, countywide moratorium on eviction for non-payment of rent by residential tenants directly impacted by the COVID-19 pandemic.
10. On March 31, 2020, the Health Officer issued a revised shelter in place order, which, among other things: (1) extends shelter in place directives to remain in place until at least May 3, 2020; (2) narrowed the scope of businesses allowed to continue operating during the emergency period, and (3) requires that essential businesses that continue to operate scale down operations to their essential components, and ensure that physical distancing measures of at least 6 feet between individuals are observed.
11. Despite shelter in place directives and other necessary precautions designed to slow the spread of COVID-19, the number of identified COVID-19 cases continues to grow, and as of April 7, 2020, there are 617 confirmed cases of COVID-19, and 21 COVID-19 related deaths within the County, and throughout California, there are 15,865 COVID-19 cases and 374 deaths as of April 6, 2020.
12. On April 6, 2020, the Judicial Council adopted rules regarding unlawful detainer proceedings throughout California, which: (1) proscribe courts from issuing summons upon a landlord's initiation of an unlawful detainer action, unless necessary to protect public health and safety; (2) prevent courts from issuing default judgments in unlawful detainer actions; (3) continue unlawful detainer trials set to occur in April for at least 60 days; and (4) provides that the foregoing protections stay in place until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or the Judicial Council provides otherwise.
13. On April 7, 2020, the San Mateo County Board of Supervisors adopted an urgency ordinance temporarily protecting commercial real estate tenants located in unincorporated areas of the County from evictions during the local emergency.
14. Pursuant to Article XI, Section 7 of the California Constitution, the City of Pacifica ("City") may make and enforce all regulations and ordinances using its police powers, and pursuant to the Governor's Executive Order N-28-20, the City has the authority to regulate commercial evictions during the emergency period.
15. As result of the local emergency and the prohibitions on large gatherings resulting from the Health Officer's orders, as well as the issuance of shelter in place directives, there have been abrupt and severe negative impacts on the local economy and abrupt and severe negative financial impacts to Pacifica businesses, including, but not limited to, reductions in income due to lower customer demand, forced closures, reductions in available workforce, and increased expenses.

16. These abrupt and severe negative impacts stemming from COVID-19 have directly affected, and will continue to affect, the ability of Pacifica businesses to make rent payments, leaving them vulnerable to evictions, which will irreparably harm many local small businesses, the communities that they serve, and the residents they employ, and will jeopardize the public peace, health, safety, comfort, convenience, prosperity, and welfare.
17. A number of Pacifica businesses are deemed essential, and it is in the public interest to have them continue to operate during the local emergency and after shelter in place directives are lifted, otherwise Pacifica residents will be unable to obtain critical and necessary goods and services.
18. To the extent that Pacifica businesses are not currently operating due to the shelter in place directives, it is in the public interest to ensure that all such businesses abide by these directives and cease operations, and that they resume operations as soon as the directives are lifted because the ongoing existence of such businesses are essential to the protection of the public peace and the health, safety, life, property, and general welfare of Pacifica residents.
19. The prospect of evictions on commercial tenants, as well as the initiation of commercial evictions during the period of the local emergency, will exacerbate the public health emergency by, for example, incentivizing non-essential businesses to continue operating, encouraging the performance of non-essential activities, or otherwise undermine the shelter in place directives that are designed to curtail the spread of COVID-19.
20. It is in the public interest to take immediate steps to mitigate the economic impacts of COVID-19 by ensuring that Pacifica businesses, which are essential to the health and vibrancy of our local communities, survive this current pandemic.
21. The City Council finds and determines that an immediate temporary moratorium on commercial tenant evictions for non-payment of rent due to impacts related to the COVID-19 pandemic is necessary because:
 - (a) commercial evictions occurring during the local emergency would defeat the intent and purpose of shelter-in-place directives designed to slow the spread of the virus by, for example, making it more likely that impacted business owners venture out in public to tend to their businesses, or undertake tasks associated with moving out of a commercial space;
 - (b) without a commercial eviction moratorium in place, commercial real estate property owners will have an immediate incentive to serve notices to terminate tenancies for failure to pay rent, thereby displacing many commercial business tenants in Pacifica;
 - (c) the prospect of not generating sufficient income to cover rental expenses during the local emergency incentivizes non-essential commercial businesses to continue operating despite orders to cease operations; and
 - (d) evictions of commercial tenants that are deemed essential during the emergency period but are not generating sufficient income to pay rent as a result of COVID-19 impacts would substantially impair the public health and welfare of the

community by preventing Pacifica residents from obtaining essential supplies and/ or services.

22. The City Council additionally finds and determines that businesses annual gross receipts of 2.5 million dollars and under have less likelihood of possessing reserves that would enable them to continue paying rent while experiencing decreased income stemming from COVID-19 related impacts.
23. In light of the above findings, there exists a current and immediate threat to the public peace, health, safety, and welfare of Pacifica residents requiring immediate implementation of a moratorium on evictions for certain commercial tenants in the City of Pacifica.
24. This temporary urgency Ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare of City residents.

SECTION 3. Declaration of Urgency.

Based on the foregoing findings, all of which are deemed true and correct, pursuant to Government Code section 36937 (b), the City Council hereby declares that this Ordinance is urgently needed for the immediate preservation of the public peace, health, safety, or welfare. This Ordinance shall take effect immediately upon adoption.

SECTION 4. Definitions.

For purposes of this Ordinance, the following definitions shall apply:

- (a) "Commercial Real Property" shall mean any real property that is used for business, income-producing purposes, or any purpose other than for residential use.
- (b) "Owner" shall mean any natural person, partnership, corporate, or fictitious entity, acting as a lessor or sublessor, whether as a principal or through an agent, who receives or is entitled to receive Rent in exchange for the use or occupancy of any Commercial Real Property, and includes a predecessor in interest.
- (c) "Rent" shall mean the financial obligation or monetary payment a Commercial Tenant owes an Owner for the occupancy or use of Commercial Real Property, whether by written or oral agreement.
- (d) "Tenancy" shall mean the lawful occupancy of Commercial Real Property by a Commercial Tenant and includes a lease or sublease.
- (e) "Commercial Tenant" shall mean the lawful occupant of Commercial Real Property, whether by lease or sublease, that operates a business with annual Gross Receipts of not more than Two Million Five Hundred Thousand Dollars (\$2,500,000) for the 2019 calendar year. This \$2,500,000 figure shall be prorated in the case of a Commercial Tenant that was not operating for the entire 2019 calendar year. (Solely by way of example, a business that operated for only six months of 2019 with Gross Receipts that exceeded \$1,250,000 does not qualify as a Commercial Tenant.) For a Commercial Tenant that began operating after the 2019 calendar year but before the adoption of this Ordinance, this \$2,500,000 annual Gross Receipt figure shall be prorated for the period of time that the Commercial Tenant had been operating prior to the adoption of this Ordinance. (Again, solely by way of example, in order to qualify as a Commercial Tenant, a business that began operating in January 2020 and operated for only three

months before adoption of this Ordinance cannot have Gross Receipts that exceed \$625,000 in those three months).

- (f) “Gross Receipts” shall have the same meaning as set forth in Section 6012 of the Revenue & Taxation Code.

SECTION 5. Term.

The term of this temporary moratorium shall be from the date of adoption of this Ordinance until May 31, 2020 (“Term”), unless extended or replaced by the City Council.

SECTION 6. Imposition of Temporary Moratorium on Commercial Evictions for Non-Payment of Rent Due to COVID-19 Related Impacts.

A. During the Term of this Ordinance, an Owner of Commercial Real Property shall not recover possession of the Commercial Real Property from a Commercial Tenant for failure to pay Rent, provided that the Commercial Tenant demonstrates that the failure to pay full Rent when due is directly related to a decrease in net business income that results from the COVID-19 pandemic or any federal, state or local government response to the COVID-19 pandemic.

B. The provisions of Section 6(A) shall apply only if a Commercial Tenant demonstrates through documentation that the Commercial Tenant is unable to pay the full amount of Rent when due because of a decrease in net business income directly resulting from the COVID-19 pandemic or from compliance with related public health orders or guidance from federal, state, or local authorities, including, without limitation, a decrease in net business income caused by illness; an inability to work; a reduction in, or elimination of operating hours, in available workforce, or consumer demand; increases in the Commercial Tenant’s health care expenses, including employee health care expenses for which the Commercial Tenant is responsible, the Commercial Tenant’s own health care expenses, or the health care expenses of the Commercial Tenant’s family members; increases in the cost of supplies, services, or other overhead expenses necessary to carry out the Commercial Tenant’s business; or temporary closure of the Commercial Tenant’s business. Any medical or financial information provided to the Owner shall be held in confidence, and only used for evaluating the Tenant’s claim.

C. During the Term of this Ordinance, prior to taking any action to recover possession of Commercial Real Property from a Commercial Tenant for non-payment of Rent, the Owner must first provide the affected Commercial Tenant(s) with written notice of this Ordinance, which shall include, at a minimum:

(1) the amount of Rent to which the Owner is legally entitled pursuant to any written or oral agreement and under the provisions of State or local law;

(2) a statement that the Rent is due unless the Commercial Tenant promptly establishes in writing to the Owner that the Commercial Tenant’s inability to pay is due to a reason set forth in Section 6(B) of this Ordinance; and

(3) a statement that the notice and documentation from the Commercial Tenant to the Owner called pursuant to Section 6(C) of this Ordinance must be provided to the Owner as soon as reasonably practicable thereafter. For purposes of this Section, “in writing” may include e-mail or text communications to an Owner or the Owner’s representative with whom the Commercial Tenant has previously corresponded by e-mail or text or who has otherwise authorized such e-mail or text communications.

D. For purposes of this Ordinance, notice provided by a Commercial Tenant to the Commercial Real Property's Owner within fourteen (14) days of the Commercial Tenant's receipt of the written notice required pursuant to Section 6(C) shall be presumed to have been provided within a reasonable timeframe, provided that notices provided on a timeframe of greater than fourteen (14) days may be deemed reasonable, depending on the totality of the circumstances.

E. An Owner's failure to comply with this Ordinance shall render void any notice of termination of Tenancy or other attempt to recover possession of Commercial Real Property from a Commercial Tenant, where the termination would be in violation of this Section 6. Any eviction notices based on non-payment of Rent served prior the effective date of this Ordinance but not yet expired are automatically deemed served the day following the expiration or termination of this Ordinance.

F. Nothing in this Ordinance shall relieve a Commercial Tenant of the obligation to pay Rent, nor excuse a Commercial Tenant from paying the portion of Rent the Commercial Tenant is able to pay when due.

G. An action taken by an Owner to evict a Commercial Tenant or otherwise attempt to recover possession of Commercial Real Property from a Commercial Tenant for non-payment of Rent shall not be considered a violation of this Ordinance where the action was taken before the Commercial Tenant provided the Owner notice of the Commercial Tenant's inability to pay full Rent when due and provided documentation to the Owner in accordance with this Section 6, provided that the Owner ceases further endeavors to evict or otherwise recover possession of the Commercial Real Property upon receiving the notice and documentation from the Commercial Tenant required in this Section.

H. Upon expiration or termination of this Ordinance, a Commercial Tenant who demonstrated an inability to pay full Rent when due because of a loss of net business income as a direct result of the COVID-19 pandemic, as required under this Ordinance, shall have up to 90 days after the expiration or termination of this Ordinance to pay all past-due Rent, unless Commercial Tenant and Owner have mutually agreed to alternative payment schedules. The Commercial Tenant shall tender the full amount of all past-due Rent within 60 days after the expiration or termination of this Ordinance if able to do so; however, if the Commercial Tenant remains unable to tender the full amount of all past-due Rent for the reasons set forth in this Section 6, the Commercial Tenant may provide the Owner another written notice and additional documentation to support that claim and thereby extend the payment date of all past-due Rent an additional 30 days.

I. The City Manager shall have the authority to review and grant relief to an Owner who experiences undue or excessive hardship as a result of this Ordinance. An aggrieved Owner shall file a written request for relief explaining the nature of the hardship. Such request shall be accompanied by documentation supporting the claimed hardship, such as the property owner's interest in the property, price paid or option price, assessed value, tax on the property, mortgage indebtedness, income and expense statements for income-producing property, and any other documentation that would support a showing of hardship under this Section 6(I). The City Manager shall review submitted documentation and grant such relief to the Owner as is necessary to mitigate undue or excessive hardship as a result of this Ordinance. Decisions of the City Manager shall be appealable the City Council in the manner prescribed in Section 1-4.01 of the Pacifica Municipal Code.

SECTION 7. Remedies.

A. This Ordinance, while in effect, provides an affirmative defense to any eviction or other attempt to recover possession of Commercial Real Property from a Commercial Tenant commenced in violation of this Ordinance.

B. In the event of a knowing violation of this Ordinance, an aggrieved Commercial Tenant may institute a civil proceeding for injunctive relief, money damages and any other relief the Court deems appropriate. The prevailing party in such civil proceeding(s) shall be entitled to reasonable attorney's fees and costs pursuant to court order.

C. The remedies available under this Section shall be in addition to any existing remedies which may be available to the Commercial Tenant under local, state, or federal law.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9. Effective Date. This Ordinance is an urgency Ordinance enacted under California Government Code sections 36934 and 36937(b). This urgency Ordinance is immediately effective upon adoption by a four-fifths (4/5) vote of the City Council.

SECTION 10. Environmental Determination. The City Council finds that the adoption and implementation of this Ordinance are exempt from the provisions of the California Environmental Quality Act under section 15061(b)(3) in that the City Council finds there is no possibility that the implementation of this Ordinance may have significant effects on the environment.

SECTION 11. Publication. The City Clerk is directed to cause this Ordinance to be published in the manner required by law.

This Ordinance was introduced and duly adopted by the City Council of the City of Pacifica at the regular meeting held this ____ day of _____, 2020 by a four-fifths vote of the City Council as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF PACIFICA

Deirdre Martin, Mayor

ATTEST:

Sarah Coffey
City Clerk

APPROVED AS TO FORM:

Michelle Marchetta Kenyon
City Attorney

* * * * *

(ID # 3230) at 4/13/2020 7:00 PM City Council Regular Meeting

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Emergency Rules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of the California Rules of Court are adopted effective April 6, 2020, to read:

Emergency rule 1. Unlawful detainers

(a) Application

Notwithstanding any other law, including Code of Civil Procedure sections 1166, 1167, 1169, and 1170.5, this rule applies to all actions for unlawful detainer.

(b) Issuance of summons

A court may not issue a summons on a complaint for unlawful detainer unless the court finds, in its discretion and on the record, that the action is necessary to protect public health and safety.

(c) Entry of default

A court may not enter a default or a default judgment for restitution in an unlawful detainer action for failure of defendant to appear unless the court finds both of the following:

- (1) The action is necessary to protect public health and safety; and
- (2) The defendant has not appeared in the action within the time provided by law, including by any applicable executive order.

(d) Time for trial

If a defendant has appeared in the action, the court may not set a trial date earlier than 60 days after a request for trial is made unless the court finds that an earlier trial date is necessary to protect public health and safety. Any trial set in an unlawful detainer proceeding as of April 6, 2020 must be continued at least 60 days from the initial date of trial.

(e) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency rule 2. Judicial foreclosures—suspension of actions

Notwithstanding any other law, this rule applies to any action for foreclosure on a mortgage or deed of trust brought under chapter 1, title 10, of part 2 of the Code of Civil Procedure, beginning at section 725a, including any action for a deficiency judgment, and provides that, until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until this rule is amended or repealed by the Judicial Council:

- (1) All such actions are stayed, and the court may take no action and issue no decisions or judgments unless the court finds that action is required to further the public health and safety.
- (2) Any statute of limitations for filing such an action is tolled.
- (3) The period for electing or exercising any rights under that chapter, including exercising any right of redemption from a foreclosure sale or petitioning the court in relation to such a right, is extended.

Emergency rule 3. Use of technology for remote appearances

(a) Remote appearances

Notwithstanding any other law, in order to protect the health and safety of the public, including court users, both in custody and out of custody defendants, witnesses, court personnel, judicial officers, and others, courts must conduct judicial proceedings and court operations as follows:

- (1) Courts may require that judicial proceedings and court operations be conducted remotely.
- (2) In criminal proceedings, courts must receive the consent of the defendant to conduct the proceeding remotely and otherwise comply with emergency rule 5. Notwithstanding Penal Code sections 865 and 977 or any other law, the court may conduct any criminal proceeding remotely. As used in this rule, “consent of the defendant” means that the consent of the defendant is required only for the waiver of the defendant’s appearance as provided in emergency rule 5. For good cause shown, the court may require any witness to personally appear in a particular proceeding.
- (3) Conducting proceedings remotely includes, but is not limited to, the use of video, audio, and telephonic means for remote appearances; the electronic

exchange and authentication of documentary evidence; e-filing and e-service; the use of remote interpreting; and the use of remote reporting and electronic recording to make the official record of an action or proceeding.

(b) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency rule 4. Emergency Bail Schedule

(a) Purpose

Notwithstanding any other law, this rule establishes a statewide Emergency Bail Schedule, which is intended to promulgate uniformity in the handling of certain offenses during the state of emergency related to the COVID-19 pandemic.

(b) Mandatory application

No later than 5 p.m. on April 13, 2020, each superior court must apply the statewide Emergency Bail Schedule:

- (1) To every accused person arrested and in pretrial custody.
- (2) To every accused person held in pretrial custody.

(c) Setting of bail and exceptions

Under the statewide Emergency Bail Schedule, bail for all misdemeanor and felony offenses must be set at \$0, with the exception of only the offenses listed below:

- (1) A serious felony, as defined in Penal Code section 1192.7(c), or a violent felony, as defined in Penal Code section 667.5(c);
- (2) A felony violation of Penal Code section 69;
- (3) A violation of Penal Code section 166(c)(1);
- (4) A violation of Penal Code section 136.1 when punishment is imposed under section 136.1(c);

- (5) A violation of Penal Code section 262;
- (6) A violation of Penal Code sections 243(e)(1) or 273.5;
- (7) A violation of Penal Code section 273.6 if the detained person made threats to kill or harm, has engaged in violence against, or has gone to the residence or workplace of, the protected party;
- (8) A violation of Penal Code section 422 where the offense is punished as a felony;
- (9) A violation of Penal Code section 646.9;
- (10) A violation of an offense listed in Penal Code section 290(c);
- (11) A violation of Vehicle Code sections 23152 or 23153;
- (12) A felony violation of Penal Code section 463; and
- (13) A violation of Penal Code section 29800.

(d) Ability to deny bail

Nothing in the Emergency Bail Schedule restricts the ability of the court to deny bail as authorized by article I, section 12, or 28(f)(3) of the California Constitution.

(e) Application of countywide bail schedule

- (1) The current countywide bail schedule of each superior court must remain in effect for all offenses listed in exceptions (1) through (13) of the Emergency Bail Schedule, including any count-specific conduct enhancements and any status enhancements.
- (2) Each superior court retains the authority to reduce the amount of bail listed in the court's current countywide bail schedule for offenses in exceptions (1) through (13), or for any offenses not in conflict with the Emergency Bail Schedule.

(f) Bail for violations of post-conviction supervision

- (1) Under the statewide Emergency Bail Schedule, bail for all violations of misdemeanor probation, whether the arrest is with or without a bench warrant, must be set at \$0.
- (2) Bail for all violations of felony probation, parole, post-release community supervision, or mandatory supervision, must be set in accord with the statewide Emergency Bail Schedule, or for the bail amount in the court's countywide schedule of bail for charges of conviction listed in exceptions (1) through (13), including any enhancements.

(g) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency rule 5. Personal appearance waivers of defendants during health emergency

(a) Application

Notwithstanding any other law, including Penal Code sections 865 and 977, this rule applies to all criminal proceedings except cases alleging murder with special circumstances and cases in which the defendant is currently incarcerated in state prison, as governed by Penal Code section 977.2.

(b) Types of personal appearance waivers

- (1) With the consent of the defendant, the court must allow a defendant to waive his or her personal appearance and to appear remotely, either through video or telephonic appearance, when the technology is available.
- (2) With the consent of the defendant, the court must allow a defendant to waive his or her appearance and permit counsel to appear on his or her behalf. The court must accept a defendant's waiver of appearance or personal appearance when:
 - (A) Counsel for the defendant makes an on the record oral representation that counsel has fully discussed the waiver and its implications with the

defendant and the defendant has authorized counsel to proceed as
counsel represents to the court;

(B) Electronic communication from the defendant as confirmed by
defendant's counsel; or

(C) Any other means that ensures the validity of the defendant's waiver.

(c) Consent by the defendant

(1) For purposes of arraignment and entry of a not guilty plea, consent means a
knowing, intelligent, and voluntary waiver of the right to appear personally in
court. Counsel for the defendant must state on the record at each applicable
hearing that counsel is proceeding with the defendant's consent.

(2) For purposes of waiving time for a preliminary hearing, consent also means a
knowing, intelligent, and voluntary waiver of the right to hold a preliminary
hearing within required time limits specified either in Penal Code section
859b or under emergency orders issued by the Chief Justice and Chair of the
Judicial Council.

(3) The court must accept defense counsel's representation that the defendant
understands and agrees with waiving any right to appear unless the court has
specific concerns in a particular matter about the validity of the waiver.

(d) Appearance through counsel

(1) When counsel appears on behalf of a defendant, courts must allow counsel to
do any of the following:

(A) Waive reading and advisement of rights for arraignment.

(B) Enter a plea of not guilty.

(C) Waive time for the preliminary hearing.

(2) For appearances by counsel, including where the defendant is either
appearing remotely or has waived his or her appearance and or counsel is
appearing by remote access, counsel must confirm to the court at each
hearing that the appearance by counsel is made with the consent of the
defendant.

(e) Conduct of remote hearings

- (1) With the defendant's consent, a defendant may appear remotely for any pretrial criminal proceeding.
- (2) Where a defendant appears remotely, counsel may not be required to be personally present with the defendant for any portion of the criminal proceeding provided that the audio and/or video conferencing system or other technology allows for private communication between the defendant and his or her counsel. Any private communication is confidential and privileged under Evidence Code section 952.

(f) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency rule 6. Emergency orders: juvenile dependency proceedings

(a) Application

This rule applies to all juvenile dependency proceedings filed or pending until the state of emergency related to the COVID-19 pandemic is lifted.

(b) Essential hearings and orders

The following matters should be prioritized in accordance with existing statutory time requirements.

- (1) Protective custody warrants filed under Welfare and Institutions Code section 340.
- (2) Detention hearings under Welfare and Institutions Code section 319. The court is required to determine if it is contrary to the child's welfare to remain with the parent, whether reasonable efforts were made to prevent removal, and whether to vest the placing agency with temporary placement and care.
- (3) Psychotropic medication applications.
- (4) Emergency medical requests.

- 1 (5) A petition for reentry of a nonminor dependent.
- 2
- 3 (6) Welfare and Institutions Code section 388 petitions that require an immediate
- 4 response based on the health and safety of the child, which should be
- 5 reviewed for a prima facie showing of change of circumstances sufficient to
- 6 grant the petition or to set a hearing. The court may extend the final ruling on
- 7 the petition beyond 30 days.
- 8

9 **(c) Foster care hearings and continuances during the state of emergency**

10

- 11 (1) A court may hold any proceeding under this rule via remote technology
- 12 consistent with rule 5.531 and emergency rule 3.
- 13
- 14 (2) At the beginning of any hearing at which one or more participants appears
- 15 remotely, the court must admonish all the participants that the proceeding is
- 16 confidential and of the possible sanctions for violating confidentiality.
- 17
- 18 (3) The child welfare agency is responsible for notice of remote hearings unless
- 19 other arrangements have been made with counsel for parents and children.
- 20 Notice is required for all parties and may include notice by telephone or other
- 21 electronic means. The notice must also include instructions on how to
- 22 participate in the court hearing remotely.
- 23
- 24 (4) Court reports
- 25
- 26 (A) Attorneys for parents and children must accept service of the court
- 27 report electronically.
- 28
- 29 (B) The child welfare agency must ensure that the parent and the child
- 30 receive a copy of the court report on time.
- 31
- 32 (C) If a parent or child cannot receive the report electronically, the child
- 33 welfare agency must deliver a hard copy of the report to the parent and
- 34 the child on time.
- 35
- 36 (5) Nothing in this subdivision prohibits the court from making statutorily
- 37 required findings and orders, by minute order only and without a court
- 38 reporter, by accepting written stipulations from counsel when appearances
- 39 are waived if the stipulations are confirmed on the applicable Judicial
- 40 Council forms or equivalent local court forms.
- 41
- 42 (6) If a court hearing cannot occur either in the courthouse or remotely, the
- 43 hearing may be continued up to 60 days, except as otherwise specified.

(A) A dispositional hearing under Welfare and Institutions Code section 360 should not be continued more than 6 months after the detention hearing without review of the child's circumstances. In determining exceptional circumstances that justify holding the dispositional hearing more than 6 months after the child was taken into protective custody, the impact of the state of emergency related to the COVID-19 pandemic must be considered.

i. If the dispositional hearing is continued more than 6 months after the start date of protective custody, a review of the child must be held at the 6-month date. At the review, the court must determine the continued necessity for and appropriateness of the placement; the extent of compliance with the case plan or available services that have been offered; the extent of progress which has been made toward alleviating or mitigating the causes necessitating placement; and the projected likely date by which the child may return home or placed permanently.

ii. The court may continue the matter for a full hearing on all dispositional findings and orders.

(B) A judicial determination of reasonable efforts must be made within 12 months of the date a child enters foster care to maintain a child's federal title IV-E availability. If a permanency hearing is continued beyond the 12-month date, the court must review the case to determine if the agency has made reasonable efforts to return the child home or arrange for the child to be placed permanently. This finding can be made without prejudice and may be reconsidered at a full hearing.

(7) During the state of emergency related to the COVID-19 pandemic, previously authorized visitation must continue, but the child welfare agency is to determine the manner of visitation to ensure that the needs of the family are met. If the child welfare agency changes the manner of visitation for a child and a parent or legal guardian in reunification, or for the child and a sibling(s), or a hearing is pending under Welfare and Institutions Code section 366.26, the child welfare agency must notify the attorneys for the children and parents within 5 court days of the change. All changes in manner of visitation during this time period must be made on a case by case basis, balance the public health directives and best interest of the child, and take into consideration whether in-person visitation may continue to be held safely. Family time is important for child and parent well-being, as well as for efforts toward reunification. Family time is especially important during

times of crisis. Visitation may only be suspended if a detriment finding is made in a particular case based on the facts unique to that case. A detriment finding must not be based solely on the existence of the impact of the state of emergency related to the COVID-19 pandemic or related public health directives.

(A) The attorney for the child or parent may ask the juvenile court to review the change in manner of visitation. The child or parent has the burden of showing that the change is not in the best interest of the child or is not based on current public health directives.

(B) A request for the court to review the change in visitation during this time period must be made within 14 court days of the change. In reviewing the change in visitation, the court should take into consideration the factors in (c)(7).

(d) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Advisory Committee Comment

When courts are unable to hold regular proceedings because of an emergency that has resulted in an order as authorized under Government Code section 68115, federal timelines do not stop. Circumstances may arise where reunification services to the parent, including visitation, may not occur or be provided. The court must consider the circumstances of the emergency when deciding whether to extend or terminate reunification services and whether services were reasonable given the state of the emergency. (Citations: 42 U.S.C. § 672(a)(1)–(2), (5); 45 CFR § 1355.20; 45 CFR § 1356.21 (b) – (d); 45 C.F.R. § 1356.71(d)(1)(iii); Child Welfare Policy Manual, 8.3A.9 Title IV-E, Foster Care Maintenance Payments Program, Reasonable efforts, Question 2 (www.acf.hhs.gov/cwpm/public_html/programs/cb/laws_policies/laws/cwpm/policy_dsp.jsp?citID=92)); Letter dated March 27, 2020, from Jerry Milner, Associate Commissioner, Children’s Bureau, Administration for Children and Families, U.S. Department of Health and Human Services.)

Emergency rule 7. Emergency orders: juvenile delinquency proceedings

(a) Application

This rule applies to all proceedings in which a petition has been filed under Welfare and Institutions Code section 602 in which a hearing would be statutorily required during the state of emergency related to the COVID-19 pandemic.

(b) Juvenile delinquency hearings and orders during the state of emergency

(1) A hearing on a petition for a child who is in custody under Welfare and Institutions Code section 632 or 636 must be held within the statutory timeframes as modified by an order of the court authorized by Government Code section 68115. The court must determine if it is contrary to the welfare of the child to remain in the home, whether reasonable services to prevent removal occurred, and whether to place temporary placement with the probation agency if the court will be keeping the child detained and out of the home.

(2) If a child is detained in custody and an in-person appearance is not feasible due to the state of emergency, courts must make reasonable efforts to hold any statutorily required hearing for that case via remote appearance within the required statutory time frame and as modified by an order of the court authorized under Government Code section 68115 for that proceeding. If a remote proceeding is not a feasible option for such a case during the state of emergency, the court may continue the case as provided in (d) for the minimum period of time necessary to hold the proceedings.

(3) Without regard to the custodial status of the child, the following hearings should be prioritized during the state of emergency related to the COVID-19 pandemic:

(A) Psychotropic medication applications.

(B) All emergency medical requests.

(C) A petition for reentry of a nonminor dependent.

(D) A hearing on any request for a warrant for a child.

(E) A probable cause determination for a child who has been detained but has not had a detention hearing within the statutory time limits.

(4) Notwithstanding any other law, and except as described in (5), during the state of emergency related to the COVID-19 pandemic, the court may continue for good cause any hearing for a child not detained in custody who is subject to its juvenile delinquency jurisdiction until a date after the state of emergency has been lifted considering the priority for continued hearings in (d).

(5) For children placed in foster care under probation supervision, a judicial determination of reasonable efforts must be made within 12 months of the date the child enters foster care to maintain a child's federal title IV-E availability. If a permanency hearing is continued beyond the 12-month date, the court must nevertheless hold a review to determine if the agency has made reasonable efforts to return the child home or place the child permanently. This finding can be made without prejudice and may be reconsidered at a full hearing.

(c) Proceedings with remote appearances during the state of emergency.

(1) A court may hold any proceeding under this rule via remote technology consistent with rule 5.531 and emergency rule 3.

(2) At the beginning of any hearing conducted with one or more participants appearing remotely, the court must admonish all the participants that the proceeding is confidential and of the possible sanctions for violating confidentiality.

(3) The court is responsible for giving notice of remote hearings, except for notice to a victim, which is the responsibility of the prosecuting attorney or the probation department. Notice is required for all parties and may include notice by telephone or other electronic means. The notice must also include instructions on how to participate in the hearing remotely.

(4) During the state of emergency, the court has broad discretion to take evidence in the manner most compatible with the remote hearing process, including but not limited to taking testimony by written declaration. If counsel for a child or the prosecuting attorney objects to the court's evidentiary procedures, that is a basis for issuing a continuance under (d).

(d) Continuances of hearings during the state of emergency.

Notwithstanding any other law, the court may for good cause continue any hearing other than a detention hearing for a child who is detained in custody. In making this determination, the court must consider the custody status of the child, whether there

are evidentiary issues that are contested, and, if so, the ability for those issues to be fairly contested via a remote proceeding.

(e) Extension of time limits under Welfare and Institutions Code section 709

In any case in which a child has been found incompetent under Welfare and Institutions Code section 709 and that child is eligible for remediation services or has been found to require secure detention, any time limits imposed by section 709 for provision of services or for secure detention are tolled for the period of the state of emergency if the court finds that remediation services could not be provided because of the state of emergency.

(f) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Advisory Committee Comment

This emergency rule is being adopted in part to ensure that detention hearings for juveniles in delinquency court must be held in a timely manner to ensure that no child is detained who does not need to be detained to protect the child or the community. The statutory scheme for juveniles who come under the jurisdiction of the delinquency court is focused on the rehabilitation of the child and thus makes detention of a child the exceptional practice, rather than the rule. Juvenile courts are able to use their broad discretion under current law to release detained juveniles to protect the health of those juveniles and the health and safety of the others in detention during the current state of emergency related to the COVID-19 pandemic.

Emergency rule 8. Emergency orders: temporary restraining or protective orders

(a) Application

Notwithstanding any other law, this rule applies to any emergency protective order, temporary restraining order, or criminal protective order that was requested, issued, or set to expire during the state of emergency related to the COVID-19 pandemic. This includes requests and orders issued under Family Code sections 6250 or 6300, Code of Civil Procedure sections 527.6, 527.8, or 527.85, Penal Code sections 136.2, 18125 or 18150, or Welfare and Institutions Code sections 213.5, 304, 362.4, or 15657.03, and including any of the foregoing orders issued in connection with an order for modification of a custody or visitation order issued pursuant to a

dissolution, legal separation, nullity, or parentage proceeding under Family Code section 6221.

(b) Duration of orders

- (1) Any emergency protective order made under Family Code section 6250 that is issued or set to expire during the state of emergency, must remain in effect for up to 30 days from the date of issuance.
- (2) Any temporary restraining order or gun violence emergency protective order, issued or set to expire during the state of emergency related to the COVID-19 pandemic, must be continued for a period of time that the court determines is sufficient to allow for a hearing on the long-term order to occur, for up to 90 days.
- (3) Any criminal protective order, subject to this rule, set to expire during the state of emergency, must be automatically extended for a period of 90 days, or until the matter can be heard, whichever occurs first.
- (4) Any restraining order or protective order after hearing that is set to expire during the state of emergency related to the COVID-19 pandemic must be automatically extended for up to 90 days from the date of expiration to enable a protected party to seek a renewal of the restraining order.

(c) Ex parte requests

- (1) Courts must provide a means for the filing of ex parte requests for temporary restraining orders. Courts may do so by providing a physical location, drop box, or, if feasible, through electronic means.
- (2) Any ex parte request may be filed using an electronic signature by a party or a party's attorney.

(d) Service of Orders

If a respondent appears at a hearing by video, audio, or telephonically, and the court grants an order, in whole or in part, no further service is required upon the respondent for enforcement of the order, provided that the court follows the requirements of Family Code section 6384.

(e) Entry of orders into California Law Enforcement Telecommunications System

Any orders issued by a court modifying the duration or expiration date of orders subject to this rule, must be transmitted to the Department of Justice through the California Law Enforcement Telecommunications System (CLETS), as provided in Family Code section 6380, without regard to whether they are issued on Judicial Council forms, or in another format during the state of emergency.

Emergency rule 9. Toll the statutes of limitations for civil causes of action

Notwithstanding any other law, the statutes of limitation for civil causes of action are tolled from April 6, 2020, until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted.

Emergency rule 10. Extensions of time in which to bring a civil action to trial

(a) Extension of five years in which to bring a civil action to trial

Notwithstanding any other law, including Code of Civil Procedure section 583.310, for all civil actions filed on or before April 6, 2020, the time in which to bring the action to trial is extended by six months for a total time of five years and six months.

(b) Extension of three years in which to bring a new trial

Notwithstanding any other law, including Code of Civil Procedure section 583.320, for all civil actions filed on or before April 6, 2020, if a new trial is granted in the action, the three years provided in section 583.320 in which the action must again be brought to trial is extended by six months for a total time of three years and six months. Nothing in this subdivision requires that an action must again be brought to trial before expiration of the time prescribed in (a).

Emergency rule 11. Depositions through remote electronic means

(a) Deponents appearing remotely

Notwithstanding any other law, including Code of Civil Procedure section 2025.310(a) and (b), and rule 3.1010(c) and (d), a party or nonparty deponent, at

1 their election or the election of the deposing party, is not required to be present
2 with the deposition officer at the time of the deposition.

3
4 **(b) Sunset of rule**

5
6 This rule will remain in effect until 90 days after the Governor declares that the
7 state of emergency related to the COVID-19 pandemic is lifted, or until amended or
8 repealed by the Judicial Council.



**CITY OF PACIFICA
COUNCIL AGENDA SUMMARY REPORT**

4/13/2020

SUBJECT:

Appointments to the Planning Commission; Beautification Advisory Committee; and Emergency Preparedness & Safety Commission

RECOMMENDED ACTION:

- 1) Move to appoint three (3) applicants to the Planning Commission for one partial term expiring March 2022 and two full-terms to expire March 2024;
- 2) Move to appoint two (2) applicants to the Beautification Advisory Committee for one partial term expiring March 2022 and one full-term to expire March 2024; and
- 3) Move to appoint one (1) applicant to the Emergency Preparedness & Safety Commission for a partial term expiring October 2021.

STAFF CONTACT:

Sarah Coffey, City Clerk
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650-738-7307

BACKGROUND/DISCUSSION:

The City has recruited applicants for the Planning Commission; Beautification Advisory Committee; and Emergency Preparedness & Safety Commission to fill vacancies due to:

- 1) three (3) vacancies on the Planning Commission: one partial term expiring March 2022 and two full-terms to expire March 2024;
- 2) two (2) vacancies on the Beautification Advisory Committee: one partial term expiring March 2022 and one full-term to expire March 2024;
- 3) one (1) vacancy on the Emergency Preparedness & Safety Commission for a partial term expiring October 2021.

These opportunities were published in the Pacifica Tribune, City website, the City's "Connect With Pacifica" weekly e-newsletter, and NextDoor.

The City received six (6) timely applications for the Planning Commission; three (3) timely applications for the Beautification Advisory Committee; and two (2) timely applications for the Emergency Preparedness & Safety Commission. Interviews were conducted by the City Council on March 5, 2020. The list of applicants for each committee and commission is attached.

Determination of Essential Business

The City has determined that the appointment of applicants to serve on City committees and commissions for the recruitment which was underway prior to the Proclamation of Local

Emergency due to the COVID-19 pandemic executed by the City Manager, acting as Director of Emergency Services, on March 16, 2020 and ratified by the Pacifica City Council on March 18, 2020 by Resolution No. 18-2020 shall be designated as an essential business operation within local government functions, consistent with the California Governor's Executive Order N-33-20 dated March 19, 2020 and the Health Officer of San Mateo County's Order No. c19-5b dated March 31, 2020. At its special meeting held on March 18, 2020, the Pacifica City Council directed that the Planning Commission shall continue its meeting schedule to take action or consideration on essential business items. Meetings of other City committees and commissions were cancelled for the duration of the shelter-in-place order unless a determination is made that the meeting is necessary to conduct essential business and/or business related to the COVID-19 pandemic response.

Appointment Effective Date

The cancellation of the regular City Council meeting scheduled for March 23, 2020 delayed the appointments of candidates to the above-referenced City committee / commissions. Staff has contacted Planning Commissioners with terms expiring March 2020 and confirmed their availability to serve on the Planning Commission until the effective date of new appointments in order to ensure continuity of operations.

Staff recommends that all appointments made by Council to the Planning Commission; Beautification Advisory Committee; and Emergency Preparedness & Safety Commission for this recruitment process to take effect with the first regular meeting of the corresponding committee / commission in May in order to facilitate the onboarding process of the new members while the City continues to operate under modified operations consistent with the shelter-in-place orders.

Selection Process

Lists of all applicants from which timely applications were received for each committee / commission are attached as Attachment A - Planning Commission applicants, Attachment B - Beautification Advisory Committee applicants and Attachment C - Emergency Preparedness & Safety Commission applicants.

Council may choose to deliberate as to the candidates that they would support to nominate for appointments to each of the open Committee or Commission seats. Council should then make a formal motion to appoint named applicants to each committee / commission. Each formal motion should specify which named individual(s) are nominated for appointment to full terms and which named individual(s) are nominated for appointment to a partial term of specified duration.

FISCAL IMPACT:

None associated with this item.

ORIGINATED BY:

City Clerk

ATTACHMENT LIST:

Attachment A: List of Applicants - Planning Commission (PDF)
 Attachment B: List of Applicants - Beautification Advisory Committee (PDF)
 Attachment C: List of Applicants - Emergency Preparedness & Safety Commission (PDF)

CITY COUNCIL REGULAR MEETING
MARCH 23, 2020

APPOINTMENT TO
PLANNING COMMISSION

NEED 3

Applicant	Please ✓
Jay Crawford	
James Godwin	
Elizabeth Graux	
Samantha Hauser	
David Leal	
Pete Shoemaker	

CITY COUNCIL REGULAR MEETING
MARCH 23, 2020

APPOINTMENT TO
BEAUTIFICATION ADVISORY COMMITTEE

NEED 2

Applicant	Please ✓
Ryann Hoffman	
Jasmine Sartain	
Daniel Wells	

CITY COUNCIL REGULAR MEETING
MARCH 23, 2020

APPOINTMENT TO
EMERGENCY PREPAREDNESS & SAFETY COMMISSION

NEED 1

Applicant	Please ✓
Feliks Gasanyan	
Ryann Hoffman	