



## EAST PALO ALTO CITY COUNCIL REGULAR SESSION **AMENDED** AGENDA

Tuesday, October 21, 2025, 6:30 PM  
EPA Government Center  
2415 University Avenue, First Floor  
East Palo Alto, CA 94303

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### NOTICE

This meeting will be held virtually and in-person at the Council Chambers located on 2415 University Ave, First Floor East Palo Alto, CA 94303. The virtual portion of this City Council meeting will be conducted in accordance with City of East Palo Alto Resolution adopted pursuant to Assembly Bill 361.

The public may participate in the City Council Meeting via Zoom Meeting or by attending in-person in the Council Chambers at 2415 University Ave, First Floor East Palo Alto, CA 94303. Community members may provide comments by emailing [cityclerk@cityofepa.org](mailto:cityclerk@cityofepa.org), submitting a speaker card at the meeting, or using the **RAISE HAND** feature when the Mayor or City Clerk call for public comment. Emailed comments should include the specific agenda item on which you are commenting.

Please click this URL to join

<https://us06web.zoom.us/j/87542242172>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or

+ 1 346 248 7799 or

+ 1 253 215 8782 or

+ 1 312 626 6799 or

+ 1 929 205 6099 or

+ 1 301 715 8592

Webinar ID: 875 4224 2172

International numbers available: <https://zoom.us/u/aMWYF4KT>

1. **CALL TO ORDER AND ROLL CALL**

2. **APPROVAL OF THE AGENDA**

3. **APPROVAL OF CONSENT CALENDAR**

3.1 **70th Anniversary of the St. John Missionary Baptist Church of East Palo Alto Proclamation**

**Recommendation:**

Present the proclamation for the 70th Anniversary of the St. John Missionary Baptist Church of East Palo Alto

3.2 **Authorization to Apply for the CalRecycle Rubberized Pavement Grant Program (TRP18)**

**Recommendation:**

Adopt a resolution:

1. Authorizing the City Manager, or designee, to apply for and accept the California Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program (TRP18) in an amount not-to-exceed \$375,000, and designating authorized signatories for all grant-related documents; and
2. Further authorizes the City Manager and the Director of Public Works, or their designees, to sign all grant-related documents necessary to secure funds and take all actions necessary to implement this resolution; and
3. Finding and declaring that such authorization shall remain valid through the end of the TRP18 grant term, April 1, 2028, or until this Resolution is rescinded, whichever occurs first, provided the total duration does not exceed five years from adoption; and
4. Finding that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

### **3.3 Monthly Cash Treasury Report for July 2025**

**Recommendation:**

Accept and file the Cash Treasury Report for the month of July 2025.

### **3.4 Monthly Cash Treasury Report for August 2025**

**Recommendation:** Accept and file the Cash Treasury Report for the month of August 2025.

### **3.5 Text changes to Title 15 of the City of East Palo Alto Municipal Code (EPAMC), specifically amending Chapter 15.12 to add section 15.12.030 setting forth an expedited, streamlined ministerial permitting process for Electric Vehicle Charging Stations, as required by Government Code Section 65850.7.**

**Recommendation:** By motion:

1. Waive the second reading and adopt an ordinance (Attachment 1) establishing an expedited, streamlined ministerial permitting process for electric vehicle charging stations by amending Title 15 of the City of East Palo Alto Municipal Code (EPAMC), specifically amending Chapter 15.12 to add section 15.12.030; and
2. Find the proposed Text Amendments to be exempt in accordance with CEQA Guidelines Sections 15061(b)(3), 15378 and 15183 of the California Environmental Quality Act (CEQA).

### **3.6 City Council Meeting Minutes**

**Recommendation:**

Adopt the October 7, 2025 Minutes.

### **3.7 Mr. Thurman Smith Proclamation**

**Recommendation:** Present the proclamation.

### **3.8 Consent to Adverse Representation**

**Recommendation:**

Adopt a resolution authorizing the City Attorney to execute a letter consenting to a representation by Goldfarb & Lipman LLP of Habitat for Humanity, regarding 1532 Ursula Way.

4. **CLOSED SESSION**

**4.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2).): (three matters).**

**4.2 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1).) Name of Case: Chaudhary v. City of East Palo Alto.**

5. **PUBLIC COMMENT**

6. **ADJOURN CITY COUNCIL REGULAR MEETING TO THE EAST PALO ALTO SANITARY DISTRICT BOARD MEETING**

7. **APPROVAL OF EPASD BOARD MEETING CONSENT**

**CALENDAR 7.1 Cash Disbursement Report for July 2025**

**Recommendation:** Accept the cash disbursement report required pursuant to California Health and Safety Code Section 6794.

**7.2 Cash Disbursement Report for August 2025**

**Recommendation:** Accept the cash disbursement report required pursuant to California Health and Safety Code Section 6794.

8. **ADJOURN EAST PALO ALTO SANITARY DISTRICT BOARD MEETING AND RECONVENE CITY COUNCIL REGULAR MEETING**

9. **INFORMATIONAL REPORTS**

10. **SPECIAL PRESENTATIONS**

11. **PUBLIC HEARINGS**

12. **POLICY AND ACTION**

**12.1 Contracts for Measure JJ Anti-Displacement Services**

**Recommendation:** Adopt a resolution to:

1. Authorize the City Manager to award to, negotiate and execute a four-year contract with the possibility of two one-year extensions with Community Legal Services of East Palo Alto (CLSEPA) and Legal Aid Society of San Mateo County (Legal Aid SMC), in a form approved by the City Attorney, in an amount not to exceed \$350,000 annually to provide legal services such as eviction defense and other support to East Palo Alto residents;

2. Authorize the City Manager to award to, negotiate and execute four-year contracts with the possibility of two one-year extensions with CLSEPA, Samaritan House, and WeHOPE, in a form approved by the City Attorney, for an amount not to exceed \$612,030 (\$204,010 each) annually, for direct rental and financial assistance for East Palo Alto residents;

3. Authorize the City Manager to award to, negotiate and execute a one-year contract with the possibility of two one-year extensions with East Palo Alto Community Alliance and Neighborhood Development Organization (EPACANDO), in a form approved by the City Attorney, for an amount not to exceed \$148,500, for a one-year pilot program providing foreclosure prevention services;
4. Appropriate an amount not exceeding \$1,110,530 annually from the Measure JJ Fund to fund the Measure JJ Anti-Displacement Services Program; and
5. Find that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

## 12.2 CPC Grand Nexus Study Contract

**Recommendation:** Adopt a resolution:

1. Authorizes the City Manager to negotiate and execute a multi-year Memorandum of Understanding (“MOU”) and any documents required with Baird + Driskell + Abrams Community Planning, dba Community Planning Collaborative (CPC), in a form approved by the City Attorney, for a Multi-Jurisdictional Grand Nexus and Feasibility Study (Grand Nexus Study) for an amount not to exceed \$85,000, with the County of San Mateo as the fiscal agent and Strategic Economics as the contractor providing consulting services for outreach, analysis and planning associated with the project;
2. Finds that the proposed action is exempt from the City’s Purchasing Ordinance pursuant to East Palo Alto Municipal Code Section 2.84.060(10) and a proper exercise of the City Manager’s authority pursuant to Section 2.84.040(K) (cooperative purchasing); and
3. Appropriates an additional amount not exceeding \$10,000 from the Housing In Lieu Fund (Fund 207) and Commercial Linkage Fund (Fund 216) to fund the Project; and
4. Appropriates an additional amount not exceeding \$50,000 from the Housing-In-Lieu Fund (Fund 207) to fund a third-party consultant to act as the project manager lead in the update to the Inclusionary Housing Ordinance and
5. Finds that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to

CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

**13. COUNCIL REPORTS**

**14. ADJOURNMENT**

**Upcoming meetings:**

November 4, 2025	Regular Meeting	6:30 PM
November 13, 2025	Study Session	6:00 PM
November 18, 2025	Regular Meeting	6:30 PM

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*This AGENDA is posted in accordance with Government Code Section 54954.2(a)*

***This Notice of Availability of Public Records: All public records relating to an open session item which are not exempt from disclosure pursuant to the Public Records Act, that are distributed to the majority of the City Council will be available for public inspection at the City Clerk's Office, 2415 University Avenue, East Palo Alto, CA at the same time that the public records are distributed or made available to the City Council. Such documents may also be available on the East Palo Alto website [www.cityofepa.org](http://www.cityofepa.org) subject to staff's ability to post the documents prior to the meeting. Information may be obtained by calling (650) 853-3100.***

*The City Council meeting packet may be reviewed by the public in the Library or the City Clerk's Office. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection at the front counter at the City Clerk's Office, 2ND Floor, City Hall, 2415 University Avenue, East Palo Alto, California 94303 during normal business hours. Information distributed to the Council at the Council meeting becomes part of the public record. A copy of written material, pictures, etc. should be provided for this purpose.*

*East Palo Alto City Council Chambers is ADA compliant. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office at (650) 853-3127 no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof.*

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**DECLARATION OF POSTING**

This Notice is posted in accordance with Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the City website. Under penalty of perjury, this Agenda was posted to the public at least 72 hours prior to the meeting.

POSTED: October 10, 2025

**AMENDED: October 17, 2025**

ATTEST:

***James Colin***

City Clerk



# **EAST PALO ALTO CITY COUNCIL STAFF REPORT**

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**DATE:** October 21, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**VIA:** Melvin E. Gaines, City Manager  
**BY:** James Colin, City Clerk  
**SUBJECT:** 70<sup>th</sup> Anniversary of the St. John Missionary Baptist Church of East Palo Alto Proclamation

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## **Recommendation**

Present the proclamation for the 70th Anniversary of the St. John Missionary Baptist Church of East Palo Alto.

## **Attachments**

1. Proclamation

# CITY OF EAST PALO ALTO PROCLAMATION COMMEMORATING THE 70TH ANNIVERSARY OF ST. JOHN MISSIONARY BAPTIST CHURCH

**WHEREAS**, seventy years ago, in 1955, a devoted group of believers—guided by faith and the vision of Reverend James A. Branch—came together in the community now known as East Palo Alto to form what would become St. John Missionary Baptist Church #2; and

**WHEREAS**, the congregation was born out of perseverance and unity, first meeting in homes across Menlo Park and East Palo Alto before securing a sanctuary at 1050 Bay Road—a place that, through prayer, generosity, and steadfast commitment, became the lasting home of St. John Missionary Baptist Church; and

**WHEREAS**, the Church’s founding members—among them Rev. James A. Branch, Sis. Onedia Branch, Sis. Vida Mae Craft, Sis. Beulah Graze, Bro. Winfred Graze Sr., Sis. Frettie Jackson, Bro. Luther Jackson, Sis. S. Martin, Bro. Lin B. Miles, Sis. Lena Miles, Sis. Elizabeth Phelan, Bro. Mike Phelan Sr., Bro. Chester Prince Sr. and Sis. Mary Prince—laid a foundation rooted in the Word of God, in service to others, and in the unwavering belief that faith can transform both hearts and communities; and

**WHEREAS**, through seven decades of service, St. John Missionary Baptist Church has remained a cornerstone of spiritual life in East Palo Alto—faithfully fulfilling its mission “to advance the Kingdom of Jesus Christ through public worship, the preaching of the Gospel, consistent Christian living, personal evangelism, missionary endeavor, and Christian education”; and

**WHEREAS**, under the anointed leadership of its pastors—Reverend James A. Branch, Reverend Floyd J. Purdy, Dr. Robert L. Fairley, Reverend Julius M. Sumler, Dr. Ricky R. Williams, and current Senior Pastor Dr. Fredrick L. Fairley Sr.—the Church has not only nurtured the spiritual lives of its members but also strengthened the social fabric of the entire East Palo Alto community; and

**WHEREAS**, from the early years of constructing the new sanctuary in 1969 and forming the “Christian Block” along Bay Road, to establishing the James Branch Educational Center and the Dr. Robert Fairley Social Hall, St. John has embodied faith in action—expanding facilities, ministries, and outreach programs that uplift youth, families, and seniors alike; and

**WHEREAS**, the Church’s influence has extended far beyond the walls of its sanctuary, through its 25 “Sons-in-the-Ministry,” the East Palo Alto/Menlo Park Ministerial Alliance, Christian education programs, youth ministries, music, dance, and community partnerships—all of which have empowered generations to live purpose-driven lives grounded in service and compassion; and

**WHEREAS**, even in times of hardship—whether economic challenges, social change, or the global COVID-19 pandemic—St. John Missionary Baptist Church remained a beacon of hope, adapting through technology, continuing worship online, and providing prayer, comfort, and guidance to those in need; and

**WHEREAS**, as St. John Missionary Baptist Church celebrates its 70th Anniversary, it stands as one of the oldest and most enduring faith institutions in the city—continuing to model love, generosity, and perseverance while advancing the spiritual and cultural legacy of East Palo Alto.

**NOW, THEREFORE, BE IT PROCLAIMED** that the City Council of the City of East Palo Alto hereby honors and congratulates St. John Missionary Baptist Church on the occasion of its 70th Anniversary, and expresses its deepest appreciation to its clergy, leadership, and congregation for their lasting contributions to the spiritual, cultural, and civic life of our community.

**Dated: October 21, 2025**



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**Martha Barragan, Mayor**



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** October 21, 2025

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Roger Lau, Grants Coordinator  
Batool Zaro, Senior Engineer  
Humza Javed, Public Works Director

**SUBJECT:** Authorization to Apply for the CalRecycle Rubberized Pavement Grant Program (TRP18)

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## **Recommendation**

Adopt a resolution:

1. Authorizing the City Manager, or designee, to apply for and accept the California Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program (TRP18) in an amount not-to-exceed \$375,000, and designating authorized signatories for all grant-related documents; and
2. Further authorizes the City Manager and the Director of Public Works, or their designees, to sign all grant-related documents necessary to secure funds and take all actions necessary to implement this resolution; and
3. Finding and declaring that such authorization shall remain valid through the end of the TRP18 grant term, April 1, 2028, or until this Resolution is rescinded, whichever occurs first, provided the total duration does not exceed five years from adoption; and
4. Finding that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Public Infrastructure and Utilities  
Public Health, Safety, and Quality of Life  
Parks, Recreation, and Community Facilities

**Background**

The California Department of Resources Recycling and Recovery (CalRecycle) administers the Rubberized Pavement Grant Program to promote the use of paving materials made from recycled California waste tires. The 2026/2027 Annual Street Resurfacing Project has been identified as a strong candidate for this program. The project proposes to repave some streets with Rubberized Asphalt Concrete (RAC), which will divert approximately 25,000 tires from landfills. Adoption of the attached resolution is required to be submitted with the grant application by October 21, 2025.

**Analysis**

The CalRecycle Rubberized Pavement Grant Program (TRP18) provides reimbursement funding to local governments for qualifying Rubberized Asphalt Concrete (RAC) projects. The City is eligible to apply for up to \$375,000.

Staff has identified the 2026/2027 Annual Street Resurfacing Project (ASRP) as the proposed project. This project will begin design in the Summer of 2026. Specific streets to receive the RAC treatment will be identified as a part of the ASRP design process.

Repaving with RAC will advance environmental goals by reducing tire waste, while enhancing the longevity of City infrastructure. This project is in line with the goals of the Climate Action Plan by reducing waste and recycling. To be eligible for this grant, the City Council must adopt a resolution authorizing the application and designating signature authorities.

**Fiscal Impact**

No fiscal impact. The TRP18 grant provides up to \$375,000 to offset paving costs. There is no local match requirement.

**Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The action being considered does not constitute a “Project” within the meaning of the California

Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378(b)(5), in that it is a government administrative activity that will not result in direct or indirect changes in the environment.

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments**

1. Resolution.

**RESOLUTION NO. XX– 2025**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR THE RUBBERIZED PAVEMENT GRANT PROGRAM CYCLE 18 (TRP18), DESIGNATING AUTHORIZED SIGNATORIES, CERTIFYING THAT THIS AUTHORIZATION REMAINS VALID THROUGH THE TERM OF THE GRANT, AND AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**WHEREAS**, the California Department of Resources Recycling and Recovery (CalRecycle) administers the Rubberized Pavement Grant Program to promote markets for rubberized asphalt concrete and chip seal made from California-generated waste tires; and

**WHEREAS**, Cal Recycle has announced the availability of funding for the Rubberized Pavement Grant Program Cycle 18 (TRP18) for Fiscal Year 2025–26; and

**WHEREAS**, the City of East Palo Alto is an eligible applicant for this program; and the City Council of the City of East Palo Alto desires to improve local roadways and infrastructure for the benefit of residents while supporting the state’s goals of recycling and resource conservation; and

**WHEREAS**, CalRecycle requires the applicant’s governing body to adopt a resolution:

1. Authorizing the submittal of the TRP18 application;
2. Identifying the job titles of the individuals authorized to sign all grant-related documents;
3. Certifying that the authorization remains valid through the term of the grant; and

Authorizing the City Manager and the Director of Public Works, or designee, to take all actions necessary to implement the resolution.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY:**

1. Finds that the facts set forth in this Resolution are true and correct.
2. Authorizes the submission of an application to CalRecycle for the Rubberized Pavement Grant Program.
3. Be it further resolved that the City Manager and the Director of Public Works, or their designees, are hereby authorized as Signature Authority to execute in the name of the City of East Palo Alto all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.
4. Finds and declares that this authorization remains valid through the end of the TRP18 grant term, April 1, 2028, or until this Resolution is rescinded, whichever occurs first, provided the total duration does not exceed five years from adoption.
5. Determines that adopting this resolution does not constitute a “project” within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section

15378(b)(5), in that it is a government administrative activity that will not result in direct or indirect changes in the environment.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of October 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Martha Barragan, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Colin, City Clerk

\_\_\_\_\_  
John D. Lê, City Attorney



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

**DATE:** October 21, 2025

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Tomohito Oku, Finance Director  
Jessica Y Caballero, Financial Services Manager

**SUBJECT:** **Monthly Cash Treasury Report for July 2025**

## **Recommendation**

Accept and file the Cash Treasury Report for the month of July 2025.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Governance, Organizational Strength, and Fiscal Sustainability

## **Background**

Pursuant to Section 53646 of the Government Code of the State of California, the City Treasurer may submit a quarterly report to the City Council regarding the funds and investments of the City. Further, City Investment Policy Section XVIII requires monthly reporting of investment transactions, as specified. Because the City participates in State and County investments pools and does not independently broker or engage outside investment advisors to transact investments, the monthly reporting provides a snapshot of overall cash receipts, transfers, and disbursements.

## **Analysis**

The Monthly Cash Treasury Report (“Report”) covers cash and investments of the City in the four cash and investment accounts: Wells Fargo Bank, San Mateo County Pool, California State Local Agency Investment Fund, and the California Asset Management Program (CAMP). The Report does not include petty cash, or the California State Community Infrastructure Program

(SCIP) bond proceeds held by a trustee in the name of the City. For investment purposes, City cash is pooled, except for bond proceeds held by a trustee. The City does not have, nor is it legally required to have, separate bank accounts for each individual fund. However, all cash is segregated in the City’s accounting records. Monthly cash transactions for the monthly period ending July 31, 2025, are as follows:

Account	Beginning Balance	Receipts	Disbursements	Interest Allocation	Inter-Account Transfers	Ending Balance
Wells Fargo Bank	992,269.67	1,725,882.22	(11,657,431.85)	-	9,900,000.00	960,720.04
LAIF	10,452,627.76	-	-	114,519.42	-	10,567,147.18
San Mateo County Pool	35,796,609.26	347,849.13	-	-	(4,400,000.00)	31,744,458.39
CAMP	108,409,364.44	-	-	396,956.93	(5,500,000.00)	103,306,321.37
<b>Total</b>	<b>155,650,871.13</b>	<b>2,073,731.35</b>	<b>(11,657,431.85)</b>	<b>511,476.35</b>	<b>-</b>	<b>146,578,646.98</b>

The Wells Fargo cash balance reflects the book value balance (i.e., total outstanding checks not cashed are deducted from the account balance). The month-to-date cash and investment balance decreased by approximately \$9.0M compared to the balance as of June 30, 2025.

July receipts, a total of approximately \$2.0M, consist of interest allocation (\$0.9M), other tax distributions (\$0.5M), Four Seasons Hotel Transient Occupancy Tax (\$0.2M), Road Maintenance and Rehabilitation and Highway Users Tax (\$0.1M), and other various receipts.

July disbursements, a total of approximately \$11.6M, primarily consist of Payroll costs (\$1.2M), Goodfellow Bros. California for Annual Street Resurfacing Project (\$4.6M), California Public Employees' Retirement System for Unfunded Accrued Liability (UAL) employer contributions (\$1.7M), MCM Construction, Inc. for University Avenue and Highway 101 pedestrian overcrossing (\$1.2M), San Francisquito Creek Joint Powers Authority for member contribution (\$0.9M), Recology San Mateo County for refuse collection and recycling services (\$0.8M), C2R Engineering, Inc. for the University Avenue and Weeks Street water main project (\$0.7M), San Francisquito Creek Joint Powers Authority for SAFER Bay project (\$0.3M, Kaiser Foundation Health Plan (\$0.2M), Veolia Water North America for 4” water line and services (\$0.1M), West Bay Sanitary District for maintenance at EPASD (\$0.1M), and other recurring operating expenditures.

The table below reflects recent treasury yield comparisons up to five-year notes since that is the maximum maturity the City may invest<sup>1</sup>:

	Jul-25	Jun-25	Jul-24
6-Month Treasury Bill	4.13	4.11	4.91
2-Year Treasury Note	3.94	3.72	4.29
5-Year Treasury Note	3.96	3.79	3.97

Local Agency Investment Fund (LAIF) average monthly effective yields were 4.258% in July compared to 4.269% in June 2025. San Mateo County monthly gross earnings for July were 4.021% compared to 4.09% in June 2025. The estimated County Pool earnings for FY 25-26

<sup>1</sup> Daily US Treasury Yield Curve. Treasury.gov

are 3.95%. As of July 2025, the current annualized yield for California Asset Management Program (CAMP) is 4.41% compared to 4.40% in June 2025.

Staff believes the City has investment liquidity and anticipated revenues to meet the City’s anticipated expenditure requirements for the ensuing six months. The following table shows a breakdown of cash and investment balance by fund type.

<b>Summary July 31, 2025</b>		
	<b>Deposit Value</b>	<b>Market Value</b>
General Fund (Inc. Petty cash of \$10,800)	\$ 43,290,531	\$ 43,290,531
General Sub-Funds (Committed/Restricted)	\$ 18,508,403	\$ 18,508,403
City Funds Restricted and Committed	\$ 83,025,465	\$ 83,025,465
Successor Agency Trust	\$ 2,272,761	\$ 2,272,761
Unrealized Gain/(Loss) on Investment Pools	\$ -	\$ 407,362
	<b>\$ 147,097,161</b>	<b>\$ 147,504,523</b>

The deposit market value totals \$147,504,523 including an unrealized gain<sup>2</sup> of \$407,362, reflecting treasury yields during the calendar year. All except for the General Fund balance is restricted by either City Council or external parties for specific purposes. Unrestricted cash and investment balance under General Fund (\$43,290,531) may be used at Council discretion.

**Fiscal Impact**

There is no fiscal impact for this item. This report is informational.

**Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” pursuant to 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

<sup>2</sup> Investment Fair Market Value (FMV) factor is provided on a quarterly basis. Thus, as of June 30, 2025, FMV factor is used to calculate Unrealized Gain/(Loss) on Investments.



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

**DATE:** October 21, 2025

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Tomohito Oku, Finance Director  
Jessica Y Caballero, Financial Services Manager

**SUBJECT:** Monthly Cash Treasury Report for August 2025

## **Recommendation**

Accept and file the Cash Treasury Report for the month of August 2025.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Governance, Organizational Strength, and Fiscal Sustainability

## **Background**

Pursuant to Section 53646 of the Government Code of the State of California, the City Treasurer may submit a quarterly report to the City Council regarding the funds and investments of the City. Further, City Investment Policy Section XVIII requires monthly reporting of investment transactions, as specified. Because the City participates in State and County investments pools and does not independently broker or engage outside investment advisors to transact investments, the monthly reporting provides a snapshot of overall cash receipts, transfers, and disbursements.

## **Analysis**

The Monthly Cash Treasury Report (“Report”) covers cash and investments of the City in the four cash and investment accounts: Wells Fargo Bank, San Mateo County Pool, California State Local Agency Investment Fund, and the California Asset Management Program (CAMP). The Report does not include petty cash, or the California State Community Infrastructure Program

(SCIP) bond proceeds held by a trustee in the name of the City. For investment purposes, City cash is pooled, except for bond proceeds held by a trustee. The City does not have, nor is it legally required to have, separate bank accounts for each individual fund. However, all cash is segregated in the City’s accounting records. Monthly cash transactions for the monthly period ending August 31, 2025, are as follows:

Account	Beginning Balance	Receipts	Disbursements	Interest Allocation	Inter-Account Transfers	Ending Balance
Wells Fargo Bank	960,720.04	1,364,284.48	(6,783,846.78)	-	6,900,000.00	2,441,157.74
LAIF	10,567,147.18	-	-	-	-	10,567,147.18
San Mateo County Pool	31,744,458.39	2,461,348.28	-	-	(3,900,000.00)	30,305,806.67
CAMP	103,306,321.37	-	-	378,780.42	(3,000,000.00)	100,685,101.79
<b>Total</b>	<b>146,578,646.98</b>	<b>3,825,632.76</b>	<b>(6,783,846.78)</b>	<b>378,780.42</b>	<b>-</b>	<b>143,999,213.38</b>

The Wells Fargo cash balance reflects the book value balance (i.e., total outstanding checks not cashed are deducted from the account balance). The month-to-date cash and investment balance decreased by approximately \$2.5M compared to the balance as of July 31, 2025.

August receipts, a total of approximately \$3.8M, consist of Vehicle License Fee (VLF) (\$1.2M), Educational Revenue Augmentation Fund (ERAF) property tax (\$0.8M), Veolia water vendor (\$0.4M), Four Seasons Hotel Transient Occupancy Tax (\$0.2M), Road Maintenance and Rehabilitation and Highway Users Tax (\$0.1M), other tax distributions (\$0.1M), and other various receipts.

August disbursements, a total of approximately \$6.7M, primarily consist of Payroll costs (\$1.2M), East Palo Alto Tax Allocation (\$1.3M), Joint Powers Authority Pooled Liability Assurance Network for 2025/26 Member & Property Member Contributions (\$1.0M), City of Palo Alto for Operations & Maintenance (O&M) of the Regional Water Quality Control Plant (RWQCP) (\$0.6M), Ghirardelli Associates, Inc. for Route 101/University Avenue Pedestrian Overcrossing (\$0.2), Streetcode Academy for Measure HH (\$0.1M), and other recurring operating expenditures.

The table below reflects recent treasury yield comparisons up to five-year notes since that is the maximum maturity the City may invest<sup>1</sup>:

	Aug-25	Jul-25	Aug-24
6-Month Treasury Bill	3.86	4.13	4.69
2-Year Treasury Note	3.59	3.94	3.91
5-Year Treasury Note	3.68	3.96	3.71

Local Agency Investment Fund (LAIF) average monthly effective yields were 4.251% in August compared to 4.258% in July 2025. San Mateo County monthly gross earnings for August were 4.021% compared to 4.021% in July 2025. The estimated County Pool earnings for FY 25-26 are 3.75%. As of August 2025, the current annualized yield for California Asset Management Program (CAMP) is 4.40% compared to 4.41% in July 2025.

<sup>1</sup> Daily US Treasury Yield Curve. Treasury.gov

Staff believes the City has investment liquidity and anticipated revenues to meet the City’s anticipated expenditure requirements for the ensuing six months. The following table shows a breakdown of cash and investment balance by fund type.

<b>Summary August 31, 2025</b>		
	<b>Deposit Value</b>	<b>Market Value</b>
General Fund (Inc. Petty cash of \$10,800)	\$ 44,026,041	\$ 44,026,041
General Sub-Funds (Committed/Restricted)	\$ 17,603,928	\$ 17,603,928
City Funds Restricted and Committed	\$ 82,088,307	\$ 82,088,307
Successor Agency Trust	\$ 883,965	\$ 883,965
Unrealized Gain/(Loss) on Investment Pools	\$ -	\$ 407,362
	<b>\$ 144,602,240</b>	<b>\$ 145,009,602</b>

The deposit market value totals \$145,009,602 including an unrealized gain<sup>2</sup> of \$407,362, reflecting treasury yields during the calendar year. All except for the General Fund balance is restricted by either City Council or external parties for specific purposes. Unrestricted cash and investment balance under General Fund (\$44,026,041) may be used at Council discretion.

**Fiscal Impact**

There is no fiscal impact for this item. This report is informational.

**Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

**Environmental**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” pursuant to 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

<sup>2</sup> Investment Fair Market Value (FMV) factor is provided on a quarterly basis. Thus, as of June 30, 2025, FMV factor is used to calculate Unrealized Gain/(Loss) on Investments.



# **EAST PALO ALTO CITY COUNCIL STAFF REPORT**

---

**DATE:** October 21, 2025

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Amanjeet Chahal, Building Inspector  
Salifu Yakubu, Senior Planner  
Elena Lee, Planning Manager  
Donald Zhao, Interim Chief Building Official

**SUBJECT:** Text changes to Title 15 of the City of East Palo Alto Municipal Code (EPAMC), specifically amending Chapter 15.12 to add section 15.12.030 setting forth an expedited, streamlined ministerial permitting process for Electric Vehicle Charging Stations, as required by Government Code Section 65850.7.

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## **Recommendation**

By motion:

1. Waive the second reading and adopt an ordinance (Attachment 1) establishing an expedited, streamlined ministerial permitting process for electric vehicle charging stations by amending Title 15 of the City of East Palo Alto Municipal Code (EPAMC), specifically amending Chapter 15.12 to add section 15.12.030; and
2. Find the proposed Text Amendments to be exempt in accordance with CEQA Guidelines Sections 15061(b)(3), 15378 and 15183 of the California Environmental Quality Act (CEQA).

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Priority: Land Use, Economic and Workforce Development
- Priority: Public Health, Safety, and Quality of Life
- Priority: Public Infrastructure and Utilities

### **Executive Summary**

On October 7, 2025, the City Council waived the first reading and introduced an ordinance amending Chapter 15.12 to add section 15.12.030.

The City Council introduced the attached ordinance with the following vote:

AYES: Vice-Mayor Dinan, Councilmembers Abrica and Romero

NOES:

ABSENT: Mayor Barragan, Councilmember Lincoln

ABSTAIN:

### **Fiscal Impact**

There is no immediate financial impact or budget action necessary due to the recommended action.

### **Public Notice**

Notice of this agenda item was provided to the public by:

- Posting the City Council agenda on the City’s official bulletin board outside City Hall (located at 2415 University Avenue, East Palo Alto).
- Making the agenda and report available on the City’s website
- Publishing a legal advertisement in the local newspaper on October 15, 2025, more than five (5) days prior to the meeting.

### **Environmental**

This Ordinance is not subject to CEQA because it is not a “project” that would result in either a direct physical change or a reasonably foreseeable indirect physical change in the environment, pursuant to the California Environmental Quality Act (“CEQA”) Guidelines Section 15378. Even if it were considered a project subject to CEQA review, it would be exempt under CEQA Guidelines Section 15378(b)(2) – Regulatory Actions; Section 15061(b)(3) – the Common Sense Exemption, as there is no possibility that the Buildings and Construction Code, by itself, would have a significant adverse effect on the environment; and Section 15183, because the proposed amendments are consistent with the General Plan and applicable zoning. In addition, the Vista 2035 General Plan EIR satisfies the CEQA requirement for Code amendments.

**Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not involve a project's entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments**

1. Ordinance

**ATTACHMENT 1**

**ORDINANCE NO. XX - 2025**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**AMENDING TITLE 15 OF THE EAST PALO ALTO MUNICIPAL CODE (EPAMC) BY  
ADDING A NEW CHAPTER 15.13 (ELECTRIC VEHICLE CHARGING STATIONS) TO  
ESTABLISH AN EXPEDITED PERMIT PROCESSING FOR ELECTRIC VEHICLE  
CHARGING STATION PERMITS**

**WHEREAS**, the State of California and the City of East Palo Alto has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

**WHEREAS**, the State of California recently adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined ministerial permitting process for electric vehicle charging systems; and

**WHEREAS**, creation of an expedited, streamlined, ministerial permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels; and

**WHEREAS**, AB 1236, adopted in 2015, explicitly prohibits imposing discretionary approvals, design restrictions, or use limitations unrelated to health and safety, intending to allow by-right installation of qualifying Electric Vehicle Charging Stations (EVCS); and

**WHEREAS**, AB 970, enacted in 2021, strengthened the streamlining provisions of AB 1236 by establishing specific deadlines for completeness review and approval or denial timeframes; and

**WHEREAS**, Title 15 of the City of East Palo Alto Municipal Code, entitled Buildings and Construction, includes various Chapters relating to codes for the construction and installation of buildings and associated services, and the issuance of permits and certificates of inspection; and

**WHEREAS**, the City Council conducted duly and properly noticed public hearings on October 7, 2025 to consider waiving the first reading and introducing the proposed amendments to Title 15 and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff, and finds and determines that the proposed amendments to the City of East Palo Alto Municipal Code are adopted pursuant to the City's police power authority to protect the public health, safety, and welfare; and

**WHEREAS**, based on the evidence in the administrative record, the City Council finds foregoing recitals are true and correct, and are incorporated by this reference into this action as a legislative finding of fact.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO DOES ORDAIN AS FOLLOWS:**

**SECTION 1. TITLE, WORDS AND PHRASES**

The terms, phrases, and words used in this text amendment shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

**SECTION 2. AMENDMENT TO TITLE 15 (BUILDINGS AND CONSTRUCTION)**

Title 15 (Buildings and Construction) is hereby amended to add a new Chapter 15.13 (Electric Vehicle Charging Stations) to read in its entirety as follows:

**A. Expedited Ministerial Review Process:** Consistent with Government Code Section 65850.7, Electric Vehicle Charging Stations shall be permitted and processed through an expedited ministerial review process (Exhibit A) which shall be facilitated by the following:

1. The Building Official or their designee shall develop and implement a framework, consistent with Government Code Section 65850.7, for an expedited administrative permit review process (Exhibit A) for reviewing applications for Electric Vehicle Charging Stations (EVCS).
2. A checklist (Exhibit B), prepared by the Building Official, of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review.
3. The expedited permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research.
4. The Building Official or their designee shall inform an applicant whether their application for an EVCS is complete or not within five (applications for 25 or fewer charging stations) or 10 (applications for more than 25 charging stations) business days. The applicant must be notified in writing if the application is incomplete and specify what additional information is required.
5. The Building Official or their designee shall approve or deny a permit for an EVSC within 20 days (applications for 25 or fewer charging stations) or 40 (applications for 25 or more charging stations) business days after the application is deemed complete. Application not acted upon in time are deemed approved.
6. The checklist shall be adopted by the City Council and published on the City's website.

## **B. Application Submittal Requirements:**

1. To obtain a permit to install an EVCS, the applicant shall first file an application therefor in writing on a form furnished for that purpose by the Building Official or their designee. Every such application shall contain the following information:
  - a. The location and legal description of the land on which the EVCS would be installed.
  - b. The name of the legal owner of the land on which the EVCS would be installed.
  - c. The alterations or additions, if any, to be made to the site to accommodate the EVCS.
  - d. The name and address of the person who will install the foundations and do any other necessary work that may be required at the site.
  - e. Any such other information as may reasonably be required by the Building Official or their designee.
2. Consistent with Government Code Section 65850.7, the Building Official or their designee shall allow for electronic submittal of permit applications and submittal requirements online above. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.
3. Association Approvals: Consistent with Government Code Section 65850.7, the Building Official or their designee shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by a Homeowner's, Business, or other association, as that term is defined by Civil Code Section 4080.

## **C. Permit Application Processing:** All EVCS permit applications shall be processed as follows:

1. An EVCS permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed.
2. The Building Official or their designee shall, consistent with Government Code Section 65850.7, approve the EVCS application and issue all necessary permits upon confirmation that the permit application and supporting documents meet the requirements of the City's adopted checklist, and is consistent with all applicable laws.
3. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City .
4. If the Building Official or their designee determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information

required to be eligible for expedited permit issuance.

**D. Technical Review:** It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the applicant may be required to apply for a use permit.

### **SECTION 3. IMPLIED REPEAL.**

Any provision of the City of East Palo Alto or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

### **SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

This Ordinance is not subject to CEQA because it is not a "project" which would have a direct physical change or a reasonably foreseeable indirect physical change on the environment pursuant to California Environmental Quality Act ("CEQA") Guidelines section 15378. Even if it were a project subject to CEQA review, this project would be exempt from CEQA Guideline Section 15378(b)(2) - Regulatory Actions, Section 15061(b)(3) – The Common Sense Exemption - in that there is no possibility of the Buildings and Construction Code, by itself, having a significant adverse effect on the environment, and Section 15183 because the proposed amendments are consistent with the general plan and zoning as applicable. In addition, the Vista 2035 General Plan EIR meets the CEQA requirement for Code amendments.

### **SECTION 5. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

### **SECTION 6. EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force thirty (30) days after the date of its adoption.

### **SECTION 7. PUBLICATION.**

The City Clerk is hereby directed to cause publication of this Ordinance as required by Government Code Section 36933.

**INTRODUCED** at a regular City Council meeting held **October 7, 2025**, and

**PASSED AND ADOPTED** at a regular City Council meeting held on October 21, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SIGNED:**

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Martha Barragan, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

James Colin, City Clerk

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John D. Lê, City Attorney

**EXHIBIT A**  
**Electric Vehicle Charging Station (EVCS) Permitting Process**

**Step 1: Submit Application:**

- a. Submit a building permit application for EVCS installation
- b. Application can be online or in person.

**Step 2: Completeness Review:**

<b># of Chargers at Site</b>	<b>Review Times</b>
a. ≤ 25 chargers	5 business days
b. > 25 chargers	10 business days

- **If incomplete:** Agency must notify applicant in writing and list specific deficiencies.
- **If complete or no response:** Application is deemed complete.

**Step 3: Approval or Denial:**

<b># of Chargers at Site</b>	<b>Decision Times</b>
a. ≤ 25 chargers	20 business days
b. > 25 chargers	40 business days

- **If no action is taken in time:** Application is deemed approved.
- **Denial allowed only if:**
  - A specific, adverse impact on public health/safety is identified.
  - There is no feasible way to mitigate that impact.
  - Supported by substantial evidence in the record.

**EXHIBIT B –**  
**Electric Vehicle Charging Station Permit (EVCS) Application Form / Checklist**

**1. Project Information:**

- Project Address / Location
- Assessor's Parcel Number (APN)
- Project Description (include number and type of chargers)
- Contact Info for applicant, contractor, and property owner

**2. Application Forms & Approvals:**

- Completed Building / Electrical Permit Application
- Contractor License Info

**3. Plan Requirements:**

- Site Plan:
  - Location of all proposed EV charging equipment
  - Setbacks from property lines
  - Existing structures and parking areas
  - Compliance with ADA accessibility
- Electrical Drawings / Plans:
  - Please provide list of required submittals and calculations
- Structural Plans (if applicable):

**4. Equipment Details:**

- Provide Manufacturer's Specification etc.

**5. Streamlined Review Eligibility:**

- Project is limited to EVCS installation (not new buildings)
- Application includes all required information listed above

**6. Application Submittal:**

- Submit online via City portal
- Submit in-person to Building Division



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** October 21, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**VIA:** Melvin E. Gaines, City Manager  
**BY:** James Colin, City Clerk  
**SUBJECT:** City Council Meeting Minutes

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## **Recommendation**

Adopt the October 7, 2025 minutes.

## **Attachments**

1. October 7, 2025 Minutes



# EAST PALO ALTO CITY COUNCIL REGULAR SESSION MINUTES

Tuesday, October 7, 2025, 6:30 PM  
EPA Government Center  
2415 University Avenue, First Floor  
East Palo Alto, CA 94303

## 1. CALL TO ORDER AND ROLL CALL

The City Council meeting was called to order by Vice Mayor Dinan at 6:38 PM.

Attendee Name	Title	Status	Arrived
Martha Barragan	Mayor	Absent	
Mark Dinan	Vice Mayor	Present	
Carlos Romero	Councilmember	Present	
Ruben Abrica	Councilmember	Present	
Webster Lincoln	Councilmember	Absent	

## 2. APPROVAL OF THE AGENDA

A motion to approve the agenda with those amendments was made by Councilmember Romero, seconded by Councilmember Abrica, and passed unanimously with Mayor Barragan and Councilmember Lincoln being absent.

## 3. APPROVAL OF CONSENT CALENDAR

Vice Mayor Dinan pulled items 3.3 and 3.5 for discussion.

A motion to approve the consent calendar with those changes was made by Councilmember Abrica, seconded by Vice Mayor Dinan, and passed unanimously with Mayor Barragan being absent.

### 3.1 Proposed Increase to the City's Local Minimum Wage by the Consumer Price Index

### 3.2 Second Amendment to the Agreement with Telepath, Increasing the Not-To-Exceed amount by \$25,370.95 for Emergency Public Safety Radio Network Repairs

### 3.3 Proclamation Honoring Raymond "Ray" Askew

Mr. Askew was presented the proclamation and provided comments to the council. The council provided remarks and congratulated Mr. Askew.

The following speakers provided public comments:

- Gail Wilkerson
- Donna Rutherford

A motion to approve item 3.3 was made by Councilmember Abrica, seconded by Councilmember Romero and passed unanimously with Mayor Barragan being absent.

**3.4 Grant Application for the 2025 Measure A and Measure W Highway Program**

**Recommendation:**

**3.5 Proclamation of the City of East Palo Alto Declaring October Domestic Violence Awareness Month**

Robin Jensen and Vanessa from CORA accepted the proclamation in person and provided remarks regarding the proclamation.

A motion to approve item 3.5 was made by Councilmember Abrica, seconded by Councilmember Romero and passed unanimously with Mayor Barragan and Councilmember Lincoln being absent.

**3.6 City Council Meeting Minutes**

**3.7 Mayoral Committee Appointments and Assignments**

**4. CLOSED SESSION**

**4.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED**

**LITIGATION** (Government Code Section 54956.9(d)(2). Number of matters: four.

City Attorney, John D. Lê, confirmed that there was no reportable action, but direction was given.

**5. PUBLIC COMMENT**

**6. INFORMATIONAL REPORTS**

**6.1 Update on Youth Commission**

**7. SPECIAL PRESENTATIONS**

**7.1 CORA Special Presentation**

This presentation was cancelled.

**8. PUBLIC HEARINGS**

**8.1 Text changes to Title 15 of the City of East Palo Alto Municipal Code (EPAMC), specifically amending Chapter 15.12 to add section 15.12.030 setting forth an expedited, streamlined ministerial permitting process for Electric Vehicle Charging Stations as required by Government Code Section 65850.7**

Amy Chen, Community and Economic Development Director and Salifu Yakubu, Senior Planner provided a presentation regarding this item.

The following speaker provided public comment:

- Gail Dixon

A motion to approve item 8.1 was made by Councilmember Romero, seconded by Councilmember Abrica and passed unanimously with Mayor Barragan and Councilmember Lincoln being absent.

9. **POLICY AND ACTION**

10. **COUNCIL REPORTS**

11. **ADJOURNMENT**

The meeting was adjourned at 8:51 PM



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** October 21, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**VIA:** Melvin E. Gaines, City Manager  
**BY:** James Colin, City Clerk  
**SUBJECT:** Mr. Thurman Smith Proclamation

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## **Recommendation**

Present the proclamation for Indigenous Peoples' Day.

## **Attachments**

1. Proclamation

# PROCLAMATION OF THE CITY OF EAST PALO ALTO HONORING THE LIFE AND LEGACY OF MR. THURMAN SMITH

**WHEREAS**, the City Council of the City of East Palo Alto seeks to honor and celebrate the life and legacy of Mr. Thurman Smith, a cherished resident, devoted family man, and pillar of the community whose kindness, service, and steadfast dedication have left an enduring mark on our city; and

**WHEREAS**, Mr. Thurman Smith was born on March 18, 1929, in Forrest City, Arkansas, the fifth of nine children born to Knowledge and Parilee Smith, who were sharecroppers, and was baptized at an early age, beginning a lifelong journey guided by faith and hard work; and

**WHEREAS**, from a young age, Mr. Smith demonstrated remarkable diligence and perseverance, working alongside his family on the farm before moving to Memphis, Tennessee at the age of 21, where he held positions with Southern Tin, a wrecking yard, and in road construction; and

**WHEREAS**, it was in Memphis where Mr. Smith met the love of his life, Ms. Willie Mae Jones, whom he married on August 1, 1954. Together, they shared 71 years of marriage, raising six children and building a home filled with love, faith, and unity—a bond that became a model of strength and devotion; and

**WHEREAS**, in 1957, Mr. Smith moved to California, later joined by his wife and children, and established roots in several Bay Area communities before settling in East Palo Alto in 1959, the city he proudly called home for the remainder of his life; and

**WHEREAS**, Mr. Smith exemplified the spirit of entrepreneurship and industriousness, operating a wrecking yard on Bay Road in East Palo Alto and a gas station on Willow Road in Menlo Park, before joining Spencer Kellogg in 1969, where he worked faithfully until his retirement in 1992; and

**WHEREAS**, following his retirement, Mr. Smith continued to serve his community with humility and dedication—volunteering his time with local youth, lending a helping hand to neighbors, and attending City Council meetings, where his friendly presence and civic engagement became a source of inspiration to many; and

**WHEREAS**, Mr. Smith's life was a shining testament to perseverance, faith, love, and family. He was a devoted husband, father, grandfather, and friend whose warmth, generosity, and wisdom touched the lives of all who knew him; and

**WHEREAS**, he is preceded in death by his parents, several siblings, and two of his children, yet his legacy continues through his beloved wife Willie Mae, his siblings Betty Jean Davis and Mary Jones, his children Ana Campbell, Ruthie Wilkes (Andre), Barbara Melancon (Vernon), Jerry Smith, and Eugene Smith, along with 15 grandchildren, 23 great-grandchildren, one great-great-grandson, and a host of nieces, nephews, and extended family; and

**WHEREAS**, the City of East Palo Alto joins his family, friends, and loved ones in celebrating the extraordinary life of Mr. Thurman Smith and honoring his immeasurable contributions to the heart and spirit of our community.

**NOW, THEREFORE, BE IT PROCLAIMED** that the City Council of the City of East Palo Alto hereby honors the life and legacy of Mr. Thurman Smith, extends its deepest condolences to the Smith family, and recognizes his decades of service, strength, and love that will forever be remembered and cherished within the City of East Palo Alto.

**Dated: October 17, 2025**



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**Martha Barragan, Mayor**



# **EAST PALO ALTO CITY COUNCIL STAFF REPORT**

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**DATE:** October 21, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**VIA:** John D. Lê, City Attorney  
**SUBJECT:** Consent to Adverse Representation

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## **Recommendation**

Adopt a resolution authorizing the City Attorney to execute a letter consenting to a representation by Goldfarb & Lipman LLP of Habitat for Humanity, regarding 1532 Ursula Way.

## **Alignment with City Council Strategic Plan**

Priority No. 3: Increase Organizational Effectiveness and Efficiency

## **Background**

On January 21, 2025, the City Attorney's Office requested that the Council consent to joint representation by Goldfarb & Lipman LLP of the City of East Palo Alto and Habitat for Humanity Greater San Francisco, a California nonprofit public benefit corporation ("Habitat"), with activities regarding the 1532 Ursula Way ("Property") (Item No. 3.4). The matter would have dealt with the issue of assisting both parties' concerning their right to exercise an option to purchase homes originally purchased by Habitat using Low to Moderate Income Housing Funds. Ultimately, the Council did not consent to joint representation, and the matter was tabled.

The Property is part of the City's affordable housing stock and is designated as an affordable first-time homebuyer home. Habitat currently owns the home, having acquired it from the prior affordable homebuyer when that homeowner elected to sell the home. Habitat is preparing to sell the home to an eligible purchaser. Under the terms of the City and Habitat's original agreement, both the City and Habitat are to have rights to exercise an option to purchase the home is the homebuyer sells the home.

The matter has returned to the Council for a different request. Rather than joint representation, since Habitat is interested in retaining Goldfarb & Lipman LLP, and the City is now separately represented by Tuan Pham of Downs Pham & Kieu LLP, Habitat is simply seeking permission

## **CONSENT ITEM 3.8**

to allow Goldfarb & Lipman LLP to represent them given the prior and current client conflict under the Rules of Professional Responsibility.

### **Analysis**

Goldfarb & Lipman LLP have represented and continue to represent the city in connection with a number of matters, including land use and affordable housing matters. The City of East Palo Alto and Habitat are existing clients of Goldfarb & Lipman LLP.

Under the Rules of Professional Responsibility (No. 1.9) Goldfarb & Lipman LLP is barred from representing a new client where the interests of the new client (Habitat) are materially adverse to the old client (City) in “the same or substantially related matter”. Goldfarb & Lipman LLP prepared a letter describing the potential for a conflict of interest and requesting consent (**Attachment 1**).

The City Attorney has reviewed the letter, considered the potential consequences of consenting to Goldfarb & Lipman’s representation of Habitat, and recommends approving the consent letter as it will assist the parties in consummating an important transaction and the City is already separately represented. Accordingly, the City Attorney requests authorization to sign any documentation necessary to consent to the representation.

### **Fiscal Impact**

There is no fiscal impact for this item.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City’s website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The action being considered does not constitute a “Project” within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378 (b)(5), in that it is a government administrative activity that will not result in direct or indirect changes in the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action does not entail an entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

### **Attachments**

1. Resolution with Exhibit(s) (Consent Memorandum).

**RESOLUTION NO. XX- 2025**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**AUTHORIZING THE CITY ATTORNEY TO EXECUTE A CONSENT LETTER AGREEING TO  
GOLDFARB & LIPMAN LLP'S REPRESENTATION OF HABITAT FOR HUMANITY GREATER  
SAN FRANCISCO, REGARDING 1532 URSULA WAY**

**WHEREAS**, Goldfarb & Lipman LLP advised the City Attorney of a potential conflict of interest of Goldfarb & Lipman to represent Habitat for Humanity Greater San Francisco ("Habitat") in connection with activities regarding certain real property at 1532 Ursula Way, in East Palo Alto, CA; and

**WHEREAS**, the City is an existing client of Goldfarb & Lipman LLP. The firm has represented and continue to represent the city in several matters regarding land use and affordable housing matters; and

**WHEREAS**, Habitat is an existing client of Goldfarb & Lipman. The firm represents Habitat in connection with several other affordable housing projects and the preservation of existing affordable units; and

**WHEREAS**, the Rules of Professional Responsibility require Goldfarb & Lipman LLP to obtain the informed written consent of both Habitat and the City in order to represent both parties in the activities; and

**WHEREAS**, Goldfarb & Lipman prepared a letter describing the potential for a conflict and request for consent to represent Habitat; and

**WHEREAS**, the City Attorney has reviewed the letter, and potential consequences of Goldfarb & Lipman LLP's representation of Habitat, and concluded that the potential for a conflict of interest is remote. The City Attorney recommends that the City Council consent to Goldfarb & Lipman LLP's representation of Habitat.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY:**

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;
2. Consents to the representation of Habitat by Goldfarb & Lipman LLP, based on **Exhibit A** (Consent Memorandum);
3. Authorizes the City Attorney to execute a consent letter and any documentation necessary to effectuate this resolution; and
4. Finds that the proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

**PASSED AND ADOPTED** this 21st day of January 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Martha Barragan, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Colin, City Clerk

\_\_\_\_\_  
John D. Lê, City Attorney

**goldfarb  
lipman  
attorneys**

1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
510 836-6336

M David Kroot October 17, 2025

Lynn Hutchins

via email only

Karen M. Tiedemann

**John Le**

Dianne Jackson McLean

**City of East Palo Alto**

Isabel L. Brown

**2415 University Avenue**

James T. Diamond, Jr.

**East Palo Alto, CA 94303**

Margaret F. Jung

**Maureen Sedonaen**

Heather J. Gould

**Habitat for Humanity Greater San Francisco**

William F. DiCamillo

**300 Montgomery Street, Suite 450**

Amy DeVaudreuil

**San Francisco, CA 94104**

Barbara E. Kautz

Rafael Yaquián

Celia W. Lee

**Re: Potential Conflict of Interest – City of East Palo Alto and Habitat for  
Humanity Greater San Francisco, Ursula Way**

Dolores Bastian Dalton

Joshua J. Mason

Dear Mr. Le and Ms. Sedonaen:

Jeffrey A. Streiffer

Elizabeth R. Klueck

Jhaila R. Brown

Gabrielle B. Janssens

Benjamin Funk

Matthew S. Heaton

Melissa H. Keyes

Aileen T. Nguyen

Katie Dahlinghaus

Brandon V. Stracener

Dori Kojima

Nazanin Salehi

Erin C. Lapeyrolierie

Minda Bautista Hickey

Colleen A. Wisel

Thomas J. Levendosky

We are writing this letter to advise the City of East Palo Alto (the "City") and Habitat for Humanity Greater San Francisco ("HGSF") of a potential conflict of interest by Goldfarb & Lipman LLP in connection with HGSF's disposition of 1532 Ursula Way, East Palo Alto (the "Property") as an affordable homeownership property. HGSF acquired the Property originally from the City of East Palo Alto for the purpose of creating affordable homeownership opportunities. HGSF recently re-acquired the Property from the homebuyer and pursuant to the terms of the agreements between HGSF and the City, HGSF is required to resell the Property to a low income homebuyer subject to certain restrictions on resale. HGSF has identified an eligible homebuyer and is proposing to sell the Property (the "Transaction"). The City is expected to record a Resale Restriction and Option to Purchase on the Property when it is resold to a low income homebuyer. HGSF is also expected to record a Resale Restriction and Option to Purchase on the Property. Goldfarb & Lipman would be representing HGSF in the Transaction. Goldfarb & Lipman will not be representing the City in the Transaction.

Estrella M. Lucero

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of you, and the proposed representation of HGSF in the Transaction as described below. To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, and (2) obtain the informed written consent of each of you to such potential conflict of interest, as described in this letter. We believe that we will be able to provide competent and diligent representation to HGSF in this matter.

Vasudha Purohit

Alexa Cacao Morton

Los Angeles

213 627-6336

San Diego

619 239-6336

Hawai'i

808 854-6213

Goldfarb & Lipman LLP

Goldfarb & Lipman has an existing relationship with the City representing the City in various matters related to land use and housing, but will not represent the City in this Transaction.

HGSF is also an existing client. Goldfarb & Lipman represents HGSF in various affordable housing matters other than the Transaction.

## II. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section I above, as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information, and obtain the informed written consents of each of you to represent the City in connection with the Transaction as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of HGSF in connection with the Transaction could potentially create a conflict of interest for Goldfarb & Lipman if the City and HGSF become adverse to each other with respect to the Transaction. At this time, we do not believe that there is an actual conflict of interest for Goldfarb & Lipman, and we believe that we can competently represent HGSF in this Transaction and still maintain our independent judgement and duty of loyalty to each of you in unrelated matters. In addition, we do not believe that we have obtained any confidential information from the City which is material to our proposed representation of HGSF in the Transaction, or from the HGSF that is material to our continued representation of the City in unrelated matters.

However, if an actual conflict should arise related to the Transaction in which: (i) the interest of the City is now adverse to the interest of HGSF, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute in this Transaction is substantially related to the same issue in which we have represented either of you in other matters; or (iii) we have obtained any confidential information from the City that is material to our representation of HGSF, or any confidential information from HGSF that is material to our representation of the City, we would need to determine if we could continue to represent HGSF in the Transaction. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

## III. Informed Written Consent

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing HGSF in the manner outlined above, please sign and return the attached consent form (i) acknowledging that you have been advised of Goldfarb

John Le  
Maureen Sedonaen  
October 17, 2025  
Page 3

& Lipman's past and continuing relationships with each of you; (ii) acknowledging that you have been advised to Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest associated with our representation of HGSF in the Transaction; and (iii) that you nevertheless consent to our representation of HGSF in connection with the Transaction.

If you have any questions regarding this letter or our representation of each of you please call us before signing and returning the enclosed copy of this letter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Karen Tiedemann", with a long horizontal flourish extending to the right.

KAREN TIEDEMANN

**CONSENT**

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you, and (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of HGSF in the Transaction and the possible consequences of this conflict. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman of HGSF in the Transaction and gives approval to such representation as described in this letter.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

Dated: \_\_\_\_\_

CITY OF EAST PALO ALTO, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

HABITAT FOR HUMANITY OF GREATER SAN FRANCISCO, a California nonprofit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



# EAST PALO ALTO SANITARY DISTRICT STAFF REPORT

---

**DATE:** October 21, 2025

**TO:** Honorable Members of the City of East Palo Alto City Council, Governing Board to the East Palo Sanitary District, a Subsidiary of the City of East Palo Alto

**VIA:** Melvin E. Gaines, General Manager

**BY:** Tomohito Oku, District Treasurer  
Jessica Y Caballero, Financial Services Manager

**SUBJECT:** Cash Disbursement Report for July 2025

---

## **Recommendation**

Accept the cash disbursement report required pursuant to California Health and Safety Code Section 6794.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Governance, Organizational Strength, and Fiscal Sustainability  
Priority: Public Health, Safety, and Quality of Life

## **Background**

On November 15, 2023, the San Mateo Local Area Formation Commission (“LAFCo”) unanimously approved the City of East Palo Alto’s application requesting that the East Palo Alto Sanitary District (“District” or “EPASD”) be made a subsidiary of the City of East Palo Alto.

On October 1, 2024, the reorganization of the District as a subsidiary of the City of East Palo Alto (“City”), and the City Council its governing board, became effective. Prior to and since that time, staff has worked diligently toward a peaceful and smooth transition. To that end, one aspect of that transition has required staff to review local rules and regulations of EPASD that may require amendment in light of the reorganization.

California Health and Safety Code (H&S) Section 6794 allows the Board to adopt a procedure

# EPASD BOARD MEETING CONSENT CALENDAR 7.1

that provides for checks or warrants to pay claims and demands without approval by the Board of Directors before payment if the District Treasurer determines that the demands are payable within the District’s approved budget.

On December 3, 2024, the Board adopted an ordinance amending various provisions of the Sanitary District Code including Section 303 Appointed Positions, which authorizes District Treasurers to perform duties including the deposit and withdrawal of funds of the District, issuance of checks or warrants to pay claims and demands without approval by the Board before payment if the District Treasurer determines that the demands are payable within the District’s approved budget.

Furthermore, H&S Section 6794 requires staff to present cash disbursements to the Board at the next regular Board meeting and seek Board approval if demands exceed the District’s approved budget.

This staff report is informational and includes all cash disbursements for the month ending July 31, 2025, approved by District Treasurer. As of July 31, 2025, the actual expenses did not exceed the District’s approved budget.

## Analysis

The following cash disbursements have been approved by the District Treasurer pursuant to the District Code Section 303, and are hereby reported to the Board:

### EPASD Cash Disbursement Reports For Period Ending July 31, 2025

Vendor Name	Invoice Number	Description	Check Amount	Check Number	Check Issue Date
AA LOCK & ALARM INC.	19236	EPASD LOCKS	\$ 939.50	72542	7/11/2025
ADP	H803	ADP PAYROLL FEES	\$ 49.85	803	7/31/2025
AppleOne, Inc	01-7108313	Staffing Services	\$ 3,461.24	72600	7/18/2025
AppleOne, Inc	01-7112863	Staffing Services	\$ 3,466.06	72600	7/18/2025
AppleOne, Inc	01-7120358	Staffing Services	\$ 3,316.70	72600	7/18/2025
AppleOne, Inc	01-7117274	Staffing Services	\$ 3,492.78	72670	7/25/2025
CALIF PUBLIC EMPLOYEES'	H804	Calpers EPASD RETIREMENT REPORT FOR PAYDAY 6/27/25	\$ 387.38	804	7/31/2025
CALIF PUBLIC EMPLOYEES'	H804	EPASD HEALTH PREMIUM FOR JULY	\$ 9,471.75	804	7/31/2025
CALIF PUBLIC EMPLOYEES'	H804	UAL FOR fy24-25	\$ 1,348.00	804	7/31/2025
CALIF PUBLIC EMPLOYEES'	H804	UAL FOR fy24-25	\$ 55,113.00	804	7/31/2025
CALIF PUBLIC EMPLOYEES'	H804	REtirement report for payday 7/11/25	\$ 389.61	804	7/31/2025
CALIF PUBLIC EMPLOYEES'	H804	RETIREMENT REPORT FOR PAYDAY 7/25/25	\$ 389.61	804	7/31/2025
CALIF PUBLIC EMPLOYEES'	H804	EPASD HEALTH PREMIUM for Aug	\$ 9,466.63	804	7/31/2025
Caltronics Business Systems	4415003-CAL	Equipment base charge and Usage	\$ 129.09	72609	7/18/2025
COMCAST	5362/0725	Recurring charges for ACCT#8155 20 007 0165362 for July 2025 EPASD	\$ 449.87	72553	7/11/2025
COMCAST	245212113	Recurring charges for ACCT#905067630 EPASD	\$ 407.00	72612	7/18/2025
Everon, LLC	159021778	EPASD	\$ 1,159.76	72561	7/11/2025
FREYER & LAURETA INC.	25-436	Prepare master plan update	\$ 10,105.50	72510	7/8/2025
FREYER & LAURETA INC.	25-468	General technical support prepare master plan update for month of April-June 2025	\$ 45,580.50	72694	7/25/2025
Green Source Janitorial	2025/07/0004	Monthly Janitorial Service JULY 2025	\$ 1,953.00	72569	7/11/2025
HOME DEPOT CREDIT SERVICES	8532216	EPASD SUPPLIES TO REPAIR WINDOW LEAK	\$ 65.96	72570	7/11/2025
LC Networks, Inc	12312	IT DEPARTMENT REQUEST TO RECERTIFY CABLES AT EPASD FACILITY	\$ 2,120.00	72577	7/11/2025
Marquee Pest Management, Inc.	204761	SERVICE FOR E.B.S STATIONS	\$ 125.00	72519	7/8/2025
Marquee Pest Management, Inc.	205358	SERVICE FOR E.B.S	\$ 125.00	72703	7/25/2025
Marquee Pest Management, Inc.	205359	R&M Ants/Roach /GP	\$ 77.00	72703	7/25/2025
PACIFIC GAS & ELECTRIC	2164215266-0 06/25	PACIFIC GAS & ELECTRIC EPASD	\$ 174.29	72584	7/11/2025
Recology San Mateo County	730936203 6/25	Waste for month of June 2025	\$ 206.80	72588	7/11/2025
U.S.BANK CORPORATE PAYMENT SYSTEM	May-25	Training for new staff	\$ 25.40	72593	7/11/2025
U.S.BANK CORPORATE PAYMENT SYSTEM	May-25	5/22/2025 Catering	\$ 279.27	72593	7/11/2025
VEOLIA WATER NORTH AMERIC	07/2025-501630	WATER BILL FOR EPASD FOR 5/24/25-6/24/25	\$ 2,274.40	72535	7/8/2025
VEOLIA WATER NORTH AMERIC	385576 7/25	WATER BILL FOR EPASD FOR 6/7/25-7/5/25	\$ 367.18	72658	7/18/2025
VEOLIA WATER NORTH AMERIC	386303 7/25	WATER BILL FOR EPASD FOR 6/6/25-7/5/25	\$ 113.94	72658	7/18/2025
VEOLIA WATER NORTH AMERIC	415720 7/25	WATER BILL FOR EPASD FOR 6/6/25-7/5/25	\$ 31.13	72658	7/18/2025
WEST BAY SANITARY DISTRICT	2024-25-067	Maintenance services agreement 5/2025	\$ 118,168.60	72536	7/8/2025

\*Manual Checks have three-digit check numbers.

## EPASD BOARD MEETING CONSENT CALENDAR 7.1

### **Fiscal Impact**

There is no budget impact by this action as the year-to-date cash disbursements did not exceed the District's approved budget.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The proposed action is not a "project" under California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action involves no entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments:** None.



# EAST PALO ALTO SANITARY DISTRICT STAFF REPORT

---

**DATE:** October 21, 2025

**TO:** Honorable Members of the City of East Palo Alto City Council, Governing Board to the East Palo Sanitary District, a Subsidiary of the City of East Palo Alto

**VIA:** Melvin E. Gaines, General Manager

**BY:** Tomohito Oku, District Treasurer  
Jessica Y Caballero, Financial Services Manager

**SUBJECT:** Cash Disbursement Report for August 2025

---

## **Recommendation**

Accept the cash disbursement report required pursuant to California Health and Safety Code Section 6794.

## **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Governance, Organizational Strength, and Fiscal Sustainability  
Priority: Public Health, Safety, and Quality of Life

## **Background**

On November 15, 2023, the San Mateo Local Area Formation Commission (“LAFCo”) unanimously approved the City of East Palo Alto’s application requesting that the East Palo Alto Sanitary District (“District” or “EPASD”) be made a subsidiary of the City of East Palo Alto.

On October 1, 2024, the reorganization of the District as a subsidiary of the City of East Palo Alto (“City”), and the City Council its governing board, became effective. Prior to and since that time, staff has worked diligently toward a peaceful and smooth transition. To that end, one aspect of that transition has required staff to review local rules and regulations of EPASD that may require amendment in light of the reorganization.

California Health and Safety Code (H&S) Section 6794 allows the Board to adopt a procedure

## EPASD BOARD MEETING CONSENT CALENDAR 7.2

that provides for checks or warrants to pay claims and demands without approval by the Board of Directors before payment if the District Treasurer determines that the demands are payable within the District’s approved budget.

On December 3, 2024, the Board adopted an ordinance amending various provisions of the Sanitary District Code including Section 303 Appointed Positions, which authorizes District Treasurers to perform duties including the deposit and withdrawal of funds of the District, issuance of checks or warrants to pay claims and demands without approval by the Board before payment if the District Treasurer determines that the demands are payable within the District’s approved budget.

Furthermore, H&S Section 6794 requires staff to present cash disbursements to the Board at the next regular Board meeting and seek Board approval if demands exceed the District’s approved budget.

This staff report is informational and includes all cash disbursements for the month ending August 31, 2025, approved by District Treasurer. As of August 31, 2025, the actual expenses did not exceed the District’s approved budget.

### Analysis

The following cash disbursements have been approved by the District Treasurer pursuant to the District Code Section 303, and are hereby reported to the Board:

### EPASD Cash Disbursement Reports For Period Ending August 31, 2025

Vendor Name	Description	Check Amount	Check Number	Check Issue Date
ADP	EPASD PAYROLL FEES	\$ 49.85	811	8/31/2025
AppleOne, Inc	Staffing Services	\$ 3,291.36	72740	8/4/2025
AppleOne, Inc	Staffing Services	\$ 3,562.12	72740	8/4/2025
AppleOne, Inc	Staffing Services	\$ 3,302.73	72740	8/4/2025
AppleOne, Inc	Staffing Services	\$ 3,304.00	72796	8/8/2025
AppleOne, Inc	Staffing Services	\$ 3,272.93	72866	8/15/2025
AppleOne, Inc	Staffing Services	\$ 3,332.84	72910	8/22/2025
AT&T	Reoccurring charges for EPASD FOR ACCT#905067630 AUG 2025	\$ 228.79	72912	8/22/2025
BAY CENTRAL PRINTING	Business cards for Matthew Vining	\$ 107.68	72869	8/15/2025
CALIF PUBLIC EMPLOYEES'	EPASD HEALTH PREMIUM	\$ 389.61	812	8/31/2025
CALIF PUBLIC EMPLOYEES'	EPASD HEALTH PREMIUM	\$ 389.61	812	8/31/2025
CALIFORNIA NEWSPAPERS PAR	Sanity sewer system master pin	\$ 534.24	72915	8/22/2025
CALIFORNIA NEWSPAPERS PAR	Classified Advertising SMC Sewer Service Charges FY25-26	\$ 456.32	72870	8/15/2025
Caltronics Business Systems	Equipment base charge and Usage	\$ 129.09	72916	8/22/2025
CITY OF PALO ALTO	1st Qtr FY25-26 O&M of RWQCP Primary Sed Tank & Electrical Upgrade SRF Loan Rep	\$ 583,243.57	72804	8/8/2025
COLANTUONO,HIGHSMITH & WHATLEY	Outside counsel	\$ 1,215.00	72921	8/22/2025
COMCAST	Recurring charges for ACCT#905067630 EPASD	\$ 407.65	72922	8/22/2025
COMCAST	Recurring charges for ACCT#8155 20 007 0165362 for Aug 2025 EPASD	\$ 449.89	72805	8/8/2025
Degree HVAC, Inc	Quarterly Maintenance	\$ 250.00	72928	8/22/2025
Degree HVAC, Inc	Replace pitted contactor, replace old capacitor with burn marks , start-up and test	\$ 1,075.00	72873	8/15/2025
ENGINEERING DATA SOFTWARE	Use of the parcel management system to place the EPASD SWER SERVICE CHARGES FOR 25-26	\$ 6,050.72	72930	8/22/2025
Everon, LLC	Service at EPASD for 8/18/25-9/17/25	\$ 1,169.13	72814	8/8/2025
FREYER & LAURETA INC.	Summary of work for July 2025	\$ 15,928.75	72932	8/22/2025
Green Source Janitorial	Monthly Janitorial Service Aug 2025	\$ 1,953.00	72878	8/15/2025
HORIZON	Repair irrigation system	\$ 308.86	72964	8/29/2025
LC ACTION POLICE SUPPLY	EPASD	\$ 961.00	72905	8/22/2025

*\*Manual Checks have three-digit check numbers.*

# EPASD BOARD MEETING CONSENT CALENDAR 7.2

## EPASD Cash Disbursement Reports For Period Ending August 31, 2025 (Continued)

Vendor Name	Description	Check Amount	Check Number	Check Issue Date
Marquee Pest Management, Inc.	SERVICE FOR E.B.S	\$ 125.00	72943	8/22/2025
MEYERS NAVE	General CEQA and land use	\$ 1,470.00	72945	8/22/2025
PACIFIC GAS & ELECTRIC	PACIFIC GAS & ELECTRIC EPASD	\$ 202.91	72888	8/15/2025
PACIFIC GAS & ELECTRIC	PACIFIC GAS & ELECTRIC EPASD	\$ 33.61	72777	8/4/2025
Recology San Mateo County	Waste for month of July 2025	\$ 206.80	72893	8/15/2025
U.S.BANK CORPORATE PAYMENT SYSTEM	General Office Supplies	\$ 129.68	72849	8/8/2025
U.S.BANK CORPORATE PAYMENT SYSTEM	General Office Supplies	\$ 26.35	72849	8/8/2025
U.S.BANK CORPORATE PAYMENT SYSTEM	Training	\$ 164.40	72849	8/8/2025
U.S.BANK CORPORATE PAYMENT SYSTEM	Catering for Meeting 6/25	\$ 269.37	72849	8/8/2025
VEOLIA WATER NORTH AMERIC	WATER BILL FOR EPASD FOR 7/6/25-8/5/25 acct#385576	\$ 394.43	72955	8/22/2025
VEOLIA WATER NORTH AMERIC	Charges for account 386303 7/6/25-8/5/25 EPASD	\$ 104.19	72955	8/22/2025
VEOLIA WATER NORTH AMERIC	WATER BILL FOR EPASD FOR 7/6/25-8/5/25 acct#415720	\$ 31.13	72955	8/22/2025
VEOLIA WATER NORTH AMERIC	WATER BILL FOR EPASD FOR 6/24/25-7/24/25	\$ 645.56	72851	8/8/2025
WILLDAN FINANCIAL SERVICE	Impact fee Nexus study, financial feasibility analysis and transportation infrastructure, utilities	\$ 550.00	72792	8/4/2025
WILLDAN FINANCIAL SERVICE	Impact fee Nexus study, financial feasibility analysis and transportation infrastructure, utilities	\$ 510.00	72976	8/29/2025

*\*Manual Checks have three-digit check numbers.*

### **Fiscal Impact**

There is no budget impact by this action as the year-to-date cash disbursements did not exceed the District's approved budget.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The proposed action is not a "project" under California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** No, as the proposed action involves no entitlement.

**Analysis of Levine Act Compliance:** Not applicable.

**Attachments:** None.



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

---

**DATE:** October 21, 2025

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Yajaira Morales, Housing Project Manager  
Karen Camacho, Housing and Economic Development Manager  
Natasha Raiburn, Rent Stabilization Program Administrator

**SUBJECT:** Contracts for Measure JJ Anti-Displacement Services

---

## **Recommendation**

Adopt a resolution to:

1. Authorize the City Manager to award to, negotiate and execute a four-year contract with the possibility of two one-year extensions with Community Legal Services of East Palo Alto (CLSEPA) and Legal Aid Society of San Mateo County (Legal Aid SMC), in a form approved by the City Attorney, in an amount not to exceed \$350,000 annually to provide legal services such as eviction defense and other support to East Palo Alto residents;
2. Authorize the City Manager to award to, negotiate and execute four-year contracts with the possibility of two one-year extensions with CLSEPA, Samaritan House, and WeHOPE, in a form approved by the City Attorney, for an amount not to exceed \$612,030 (\$204,010 each) annually, for direct rental and financial assistance for East Palo Alto residents;
3. Authorize the City Manager to award to, negotiate and execute a one-year contract with the possibility of two one-year extensions with East Palo Alto Community Alliance and Neighborhood Development Organization (EPACANDO), in a form approved by the City Attorney, for an amount not to exceed \$148,500, for a one-year pilot program providing foreclosure prevention services;
4. Appropriate an amount not exceeding \$1,110,530 annually from the Measure JJ Fund to fund the Measure JJ Anti-Displacement Services Program; and
5. Find that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections

15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

### **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

Priority: Comprehensive Housing

Priority: Governance, Organizational Strength, and Fiscal Sustainability

### **Background**

#### **Measure JJ Funding**

On November 5, 2024, East Palo Alto voters approved Measure JJ, an amendment to the City's existing 2.5% tax on gross rental receipts, with the primary goal of supporting anti-displacement and affordable housing efforts. Allowable Measure JJ uses include: 1) at least 30% for tenant rental assistance; 2) up to 20% for the City's administrative and overhead costs to manage the programs; and 3) the remaining revenue may, at the City Council's discretion, be used for affordable homeownership, affordable housing preservation, tenant support, and anti-displacement and homelessness prevention. Measure JJ also requires City Council to periodically review housing policy, housing programs, and related issues to determine how and to what extent the city should establish and fund such programs.

The projected annual revenue from Measure JJ in Fiscal Year 2025-2026 is approximately \$1,600,000. This estimate is based on the City's business license administrator's recent projections.

#### **Affordable Housing Strategy and City Council Priorities**

Three existing City policy documents inform the Council's allocation of Measure JJ Funds:

1. The 2024-2028 Affordable Housing Strategy (adopted February 6, 2024).<sup>1</sup>
2. The 2023-2031 Housing Element (adopted March 19, 2024).<sup>2</sup> The Housing Element included a number of anti-displacement policies and programs including but not limited to foreclosure prevention (Policy 4.9), rental assistance (Policies 4.11 and 4.12), anti-eviction services (Policy 5.7), and landlord/tenant mediation services (Policy 5.8).

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<sup>1</sup> February 6, 2024 City Council Meeting (item 9.4): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/816f1e6a-9eb7-11ee-a93d-0050569183fa-39972565-ea93-428b-b9ca-2046ed62e07d-1706747421.pdf>

<sup>2</sup> March 19, 2024 City Council Meeting (item 8.1): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/16abdc1d-c609-11ee-8fe8-0050569183fa-3408cd31-ecd7-4429-9d91-65986d552499-1710432004.pdf>

3. City Council Strategic Priorities for Fiscal Years 2025-2029 (adopted June 3, 2025).<sup>3</sup>

The goals set out in the 2024-2028 Affordable Housing Strategy support and implement parallel policies and programs to those in the 2023-2031 Housing Element. Below is an overview of key programs the City is seeking to fund, and their expected impact with goals and costs over five years:

<b>Program</b>	<b>Policy/Program</b>	<b>5 Year Funding Amount</b>	<b>Expected Outcomes</b>
Rental Assistance	-Policy 4.11: Fund direct emergency financial assistance or rent relief  -Policy 4.12: Assist with first/last month's rent and security deposits	\$500,000	Assist 150 households with rental support
Tenant Stability Programs	-Program 5.7: Fund legal services, financial assistance, case management, and tenant advocacy	\$1,400,000	Annual grants to nonprofits for legal services, tenant outreach, and case management
Foreclosure Prevention	-Policy 4.9: Evaluate establishing a foreclosure prevention and/or mortgage assistance program	\$114,000	Provide financial assistance to 3 homeowners

**Request for Proposals for Measure JJ Anti-Displacement Services Program**

In response to Council's April 1, 2025 direction,<sup>4</sup> on July 28, 2025, the City of East Palo Alto ("City") issued a Request for Proposals (RFP)<sup>5</sup> for qualified organization(s) or firm(s) to provide direct rental and financial assistance, legal services, and foreclosure prevention services for resident anti-displacement services. This RFP was based on the City's desire to protect residents from displacement and homelessness, as well as to fulfill the intent of Measure JJ, a tax approved by the voters in November 2024, expected to generate \$1.45 million annually.

The RFP stated that contracts would be multi-year contracts with the possibility of two 1-year extensions, based on need and satisfaction of service criteria, with the following funding available, totaling \$1,130,000 of Measure JJ funds:

1. **Direct Rental and Financial Assistance:** up to \$580,000 annually (minimum of \$500,000 annually toward direct rental and financial assistance and no more than 15%

<sup>3</sup> June 3, 2025 City Council Meeting (item 9.2): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/88de242d-ddcb-11ef-a9e2-005056a89546-3408cd31-ecd7-4429-9d91-65986d552499-1748993791.pdf>.

<sup>4</sup> See April 1, 2025 Staff Report at: <https://www.cityofepa.org/citycouncil/page/agenda-and-minutes>.

<sup>5</sup> The RFP and accompanying documents can be found at: <https://www.cityofepa.org/housing/page/request-measure-jj-anti-displacement-services>.

for administrative costs)

2. **Legal Services:** up to \$350,000 annually (minimum of \$10,000 annually toward direct unlawful detainer rental assistance and no more than 15% for administrative costs)
3. **Foreclosure Prevention:** up to \$200,000 annually (minimum of \$120,000 annually toward direct foreclosure prevention mortgage assistance and no more than 15% for administrative costs)

The City received five RFP proposals on August 18, 2025. The purpose of this staff report is to recommend selections and provide an update on the initial actions that staff and the consultants will take.

### **Analysis**

The RFP proposals were evaluated based on the selection criteria outlined in the RFP. Virtual interviews were held on August 22 and August 25, 2025.

Upon consideration of each organization's relevant experience and qualifications, staff is recommending entering into professional service agreements with all applicants. Each organization brings deep roots and experience serving East Palo Alto residents:

1. CLSEPA (founded in 2002) has expert housing attorneys with experience in eviction defense, unlawful detainer cases, and tenant rights education. CLSEPA also has administered American Rescue Plan Act (ARPA) rental assistance and has nearly 10 years of experience administering Rescue Housing Fund for emergency rental assistance.
2. Legal Aid of SMC (founded in 1959) has over six decades of experience in legal advocacy for low-income households, with extensive experience in eviction defense, unlawful detainer cases, and tenant rights education.
3. Samaritan House (founded in 1974) has been the designated Core Service Agency for East Palo Alto and Menlo Park since 2018 and offers a wide range of safety net programs including financial assistance, housing support, and wraparound services.
4. WeHOPE (founded in 1999) focuses on providing emergency shelter, transitional housing, job readiness, and supportive services to unhoused individuals and families. WeHOPE administered the City's RV Safe Parking Program and provided financial assistance to RV households to help them enter into transitional and permanent housing.
5. EPACANDO (founded in 1991) is a community development corporation (CDC) that has led multiple housing development and preservation initiatives and has provided homeowners with foreclosure counseling and loans.

These organizations demonstrated organizational capacity, experience, familiarity with resident needs, and ability to meet the City's performance goals and deadlines.

## **Scope of Work**

Selected organizations will support the City of East Palo Alto in delivering critical housing stability services to residents. These services will assist households experiencing or at risk of displacement by providing financial assistance, legal support, foreclosure prevention, and related resources, following the goals of Measure JJ. Providers will be expected to conduct targeted outreach, reduce barriers to access (such as language and cultural needs), respond promptly to service requests, and collaborate with community partners to expand impact. See Attachment 1 for more details on the scope of work.

1. Direct Rental and Financial Assistance
2. Legal Services (Eviction Defense and Other Support)
3. Foreclosure Prevention

## **Proposed Costs and Terms**

Table 2 outlines the proposed budget costs and contract terms. Given that the five RFP proposals initially totaled \$1,463,380, staff requested modified proposals to allow the City to award all proposals. Staff proposes to award a total of \$1,110,530, broken down to the following:

- \$612,030 annually in Direct Rental and Financial Assistance;
- \$350,000 annually in Legal Services (Eviction Defense and Other Support); and
- \$148,500 in Foreclosure Prevention.

Staff proposes four-year contracts with the possibility of two one-year extensions for the Direct Rental and Financial Assistance and the Legal Services contracts. Staff will provide an update to the City Council at the two-year mark after the contracts begin. If performance is satisfactory and Council direction supports continuation, staff will proceed with the full four-year term for the Rental and Financial Assistance and the Legal Services contracts. At the end of the four years, staff will return to Council with another update to determine whether to grant one or both of the potential one-year extensions. If any organization is underperforming, City Council may choose to approve only one or no additional extension, change the amount of annual funding allocated, or direct staff to issue another RFP for these services.

Staff proposes a one-year contract with the possibility of two one-year extensions for the Foreclosure Prevention contract, as it is a proposed one-year pilot. The submitted proposal for the one-year Foreclosure Prevention pilot has expressed interest in testing the program for one year to evaluate its effectiveness. Unlike previous efforts, this pilot is not designed to provide general foreclosure counseling. Instead, it aims to offer a capital resource currently unavailable elsewhere, initially supporting one homeowner's case. If funding remains, assistance may be extended to one or two additional homeowners. Staff will provide an update to City Council after one year, upon conclusion of the Foreclosure Prevention pilot, with an evaluation and recommendation on whether to continue, based on program outcomes and Council direction. City Council may then choose to approve an additional extension, allocate additional funding, or direct staff to issue another RFP for foreclosure prevention services.

<b>Table 2. Budget Costs and Terms</b>			
<b>Organization</b>	<b>Service Area</b>	<b>Contract Term*</b>	<b>Proposed Annual Cost</b>
CLSEPA and Legal Aid SMC	Legal Services	4 Years	\$350,000
CLSEPA	Direct Rental and Financial Assistance	4 Years	\$204,010
WeHOPE	Direct Rental and Financial Assistance	4 Years	\$204,010
Samaritan House	Direct Rental and Financial Assistance	4 Years	\$204,010
		Subtotal	\$962,030
EPACANDO	Foreclosure Prevention	1 Year Pilot	\$148,500
<b>Total (FY 25-26)</b>			<b>\$1,110,530</b>
<b>Total (FY 26-27)</b>			<b>\$962,030</b>
<b>Total (FY 27-28)</b>			<b>\$962,030</b>
<b>Total (FY 28-29)</b>			<b>\$962,030</b>
<b>Total (Full Term)</b>			<b>\$3,996,620</b>

The annual subtotal of Legal Services and Direct Rental and Financial Assistance is \$962,030 (\$3,848,120 over the span of the four-year contracts) and adding the one-year Foreclosure Prevention pilot (\$148,500) totals \$3,996,620. This total does not count the standard of two additional one-year extensions via City Manager approval. Staff would return to City Council requesting additional funding if needed with the contract extensions.

### **Next Steps**

If the Council authorizes the approval of the agreements and the appropriation of funds for the Measure JJ Anti-Displacement Services Program, staff will work with the five organizations and the City Attorney’s Office to prepare and execute the agreements within the next 30-90 days and be operational by January 2026. Funds would be distributed on a quarterly basis upon submittal of invoices with performance reports.

### **Fiscal Impact**

There is a budget amendment required for an additional appropriation of \$600,530 from Measure JJ Fund (Fund 235) in the FY25-26 budget year, as there is currently only an appropriation of \$510,000. In addition, staff will return to City Council for the subsequent annual allocation of \$962,030 in the FY26-27, FY27-28, and FY28-29 budgets, for the Anti-Displacement Services Program. The balance in the Measure JJ Fund is projected to be approximately \$1.6 million

annually. Sufficient funds will be available to fund the Measure JJ Anti-Displacement Services Program.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

### **Government Code § 84308**

**Applicability of Levine Act:** Yes.

**Analysis of Levine Act Compliance:** The signatories for the applications are the following:

#### **Parties:**

- Katrina Logan, CLSEPA
- Duane Bay, EPACANDO
- Paul Bains, WeHOPE
- Laura Bent, Samaritan House

**Participant(s):** Staff is unaware of any other parties or participants relevant to the Commission's consideration of this item.

### **Attachments**

1. Resolution
2. Scope of Work

**RESOLUTION NO. XX- 2025**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**APPROPRIATING AN ADDITIONAL \$600,530 IN MEASURE JJ FUNDS FOR ANTI-DISPLACEMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO AWARD TO, NEGOTIATE AND EXECUTE AGREEMENTS WITH COMMUNITY LEGAL SERVICES OF EAST PALO ALTO (CLSEPA) AND LEGAL AID SOCIETY OF SAN MATEO COUNTY (LEGAL AID SMC) FOR LEGAL SERVICES; CLSEPA, SAMARITAN HOUSE AND WEHOPE FOR DIRECT RENTAL AND FINANCIAL ASSISTANCE; AND EAST PALO ALTO COMMUNITY ALLIANCE AND NEIGHBORHOOD DEVELOPMENT ORGANIZATION (EPACANDO) FOR FORECLOSURE PREVENTION, FOR A COLLECTIVE AMOUNT NOT TO EXCEED \$3,996,620.**

**WHEREAS**, the City issued a Request for Proposals (RFP) on July 28, 2025 to identify an organization or firm to move forward the City’s Measure JJ Anti-Displacement Services; and

**WHEREAS**, the City of East Palo Alto received five proposals in response to the RFP on August 18, 2025 from the following organizations: CLSEPA and Legal Aid SMC to provide legal services such as eviction defense and other support; CLSEPA, Samaritan House, and WeHOPE to provide direct rental and financial assistance; and EPACANDO to provide foreclosure prevention services; and

**WHEREAS**, City Council appropriated \$510,000 in the Fiscal Year 2025-26 budget for City’s Measure JJ Anti-Displacement Services; and

**WHEREAS**, City staff conducted interviews on August 22 and August 25, 2025 with previously mentioned organizations; and

**WHEREAS**, the Measure JJ Fund (Fund 235) will pay for these contract costs.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY:**

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;
2. Authorizing the City Manager to award to, negotiate and execute a four-year contract with the possibility of two one-year extensions with Community Legal Services of East Palo Alto (CLSEPA) and Legal Aid Society of San Mateo County (Legal Aid SMC), in a form approved by the City Attorney, in an amount not to exceed \$350,000 annually to provide legal services such as eviction defense and other support to East Palo Alto residents;
3. Authorizing the City Manager to award to, negotiate and execute four-year contracts with the possibility of two one-year extensions with CLSEPA, Samaritan House, and WeHOPE, in a form approved by the City Attorney, for an amount not to exceed \$612,030 (\$204,010 each) annually, for direct rental and financial assistance for East Palo Alto residents;
4. Authorizing the City Manager to award to, negotiate and execute a one-year contract with the possibility of two one-year extensions with East Palo Alto Community Alliance and Neighborhood Development Organization (EPACANDO), in a form approved by the City

Attorney, for an amount not to exceed \$148,500, for a one-year pilot program providing foreclosure prevention services;

5. Appropriating an amount not exceeding \$1,110,530 annually from the Measure JJ Fund to fund the Measure JJ Anti-Displacement Services Program; and
6. Finding the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of October 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Martha Barragan, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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James Colin, City Clerk

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John D. Lê, City Attorney

## **Scope of Work**

### **Measure JJ Anti-Displacement Services**

#### **1. Direct Rental and Financial Assistance**

Organizations will provide financial support to residents experiencing housing insecurity. Services will include:

- Rent or utility payments;
- First month, last month, and deposit/rental assistance;
- Short-term rental subsidies;
- Homelessness prevention subsidies;
- Moving or relocation assistance;
- Furniture assistance for new move-ins; and
- Shadow debt payment.

#### **2. Legal Services (Eviction Defense and Other Support)**

Organizations will offer legal assistance to residents at risk of displacement, including:

- Housing intakes and legal representation;
- Legal intervention or mediation between landlords and tenants;
- Legal advice;
- Unlawful detainer rental assistance or financial assistance related to anti-displacement legal services;
- Creation of know-your rights materials, presentations and legal workshops with information about tenants' rights and most recent state or local laws; and
- Interceding with the legal system to deal with appropriate expungement of criminal records that may impede an individual's ability to secure a residence or job.

#### **3. Foreclosure Prevention**

Organization will support at least one homeowner at risk of foreclosure or loss of ownership through a 1-Year Pilot Program providing the following services:

- Legal representation and support
- Direct financial assistance
- Property interest transactions

## Previous Anti-Displacement Efforts

In the past, the City provided up to \$599,984 in funding toward anti-displacement efforts using Measure O and Measure L funds, which resulted in the following outcomes:<sup>1</sup>

- 348 households assisted with legal representation and/or legal advice in unlawful detainer (eviction) cases, rent stabilization process, and other issues that threaten the stability of rental housing
- 80% of clients who received eviction prevention services remained in their homes
- 18 legal workshops were provided, with 249 attendees
- 267 clients' cases were managed
- 5,500 copies of housing resource guide were distributed
- 2 live Facebook workshops with 200+ viewers were provided
- 37 clients were supported with rent relief application assistance
- 14 families were empowered to be housing advocates
- 9 tenants rights workshops provided
- 29 tenant advisory meetings held
- 593 residents received tenant education
- 1 know-your-rights pamphlet and 1 housing resource guide created
- \$91,241 distributed in emergency rent, security deposit, and utility assistance to 49 households

## Measure O and Measure L

Measure O, adopted in 2016, was a 1.5% gross receipts general tax on owners of five or more residential rental units, with funds intended for affordable housing, anti-displacement, and homelessness. In 2022, Measure L was adopted, raising the tax rate to 2.5% and expanding the tax base to include all owners of residential rental units and small landlords. Measure L also removed the 10-year exemption for new construction after certificate of occupancy. In 2024 Measure JJ, a restricted tax ballot initiative, was approved by 77.41% voters, maintaining the 2.5% tax rate and providing the following restrictions:

- Minimum of 30% for tenant rental assistance
- Up to 15% for administrative expenses
- Remainder for other specified housing purposes such as affordable homeownership, affordable housing preservation, and protecting residents from displacement or homelessness.

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<sup>1</sup> See April 1, 2025 City Council meeting for more information about the previous Anti-Displacement contracts' outcomes, available at: [https://cityofepa.granicus.com/player/clip/159?view\\_id=1&redirect=true](https://cityofepa.granicus.com/player/clip/159?view_id=1&redirect=true).



# EAST PALO ALTO CITY COUNCIL STAFF REPORT

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**DATE:** October 21, 2025

**TO:** Honorable Mayor and Members of the City Council

**VIA:** Melvin E. Gaines, City Manager

**BY:** Yajaira Morales, Housing Project Manager  
Karen Camacho, Housing and Economic Development Manager

**SUBJECT:** Authorization to Execute a Memorandum of Understanding with Community Planning Collaborative for the 21 Elements Multi-Jurisdictional Inclusionary Housing and Non-Residential Linkage Fee Grand Nexus Study, and Appropriation of Funds for the Grand Nexus Study and an Inclusionary Housing Ordinance Update

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## Recommendation

Adopt a resolution:

1. Authorizing the City Manager to negotiate and execute a multi-year Memorandum of Understanding (MOU) and any documents required with Baird + Driskell + Abrams Community Planning, dba Community Planning Collaborative (CPC), in a form approved by the City Attorney, for a 21 Elements Multi-Jurisdictional Grand Nexus and Feasibility Study (Grand Nexus Study) for an amount not to exceed \$85,000, with the County of San Mateo as the fiscal agent and Strategic Economics as the contractor providing consulting services for outreach, analysis and planning associated with the project;
2. Finds that the proposed action is exempt from the City's Purchasing Ordinance-pursuant to East Palo Alto Municipal Code Section 2.84.060(10) and a proper exercise of the City Manager's authority pursuant to Section 2.84.040(K) (cooperative purchasing);
2. Appropriating an amount not exceeding \$10,000 from the Housing In Lieu Fund (Fund 207) and Commercial Linkage Fund (Fund 216) to fund the Grand Nexus Study;
3. Appropriating an amount not exceeding \$50,000 from the Housing-In-Lieu Fund (Fund 207) to fund a third-party consultant to act as the project manager lead in the update to the Inclusionary Housing Ordinance; and

4. Finding that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

### **Alignment with City Council Strategic Plan**

This recommendation is primarily aligned with:

- Priority: Comprehensive Housing
- Priority: Governance, Organizational Strength, and Fiscal Sustainability

### **Background**

On November 19, 2019, the City Council adopted Ordinance No. 425, the Inclusionary Housing Ordinance (IHO), adding Chapter 18.37 to the City of East Palo Alto Development Code. All residential development projects that create new dwelling units are subject to the IHO. The City has taken a number of actions in the past two years that support assessing the IHO as well as the City’s Commercial Linkage fee. These actions include:

1. The 2024-2028 Affordable Housing Strategy (adopted February 6, 2024).<sup>1</sup>
2. The 2023-2031 Housing Element (adopted March 19, 2024).<sup>2</sup>
3. City Council Strategic Priorities for Fiscal Years 2025-2029 (adopted June 3, 2025).<sup>3</sup>
4. The Ravenswood/4 Corners Specific Plan Update (adopted December 17, 2024).<sup>4</sup>

The Affordable Housing Strategy includes Program 9.6 - to evaluate the effectiveness of Inclusionary Housing Ordinance in producing affordable units. The Housing Element includes an identical Program 9.6. The City Council Strategic Priorities includes evaluation of the IHO as priority project for FY 2025-26. The Ravenswood/4 Corners Specific Plan Update also necessitates review of the Inclusionary Housing and Commercial Linkage fees.

Prior to adopting the Ravenswood/4 Corners Specific Plan Update, the City completed a development impact fee program update, nexus study, and financial feasibility analysis to assess the impact of impact fees on development feasibility. Inclusionary Housing and Commercial Linkage fees were omitted from those studies as the pending Grand Nexus Study provides an opportunity for East Palo Alto to complete its study concurrently with other San Mateo County agencies, providing an opportunity for the City to better understand how its fees compare to other agencies in the region. The Grand Nexus Study will also provide the appropriate data and research to update the Inclusionary Housing Ordinance.

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<sup>1</sup> February 6, 2024 City Council Meeting (item 9.4): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/816f1e6a-9eb7-11ee-a93d-0050569183fa-39972565-ea93-428b-b9ca-2046ed62e07d-1706747421.pdf>.

<sup>2</sup> March 19, 2024 City Council Meeting (item 8.1): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/16abdc1d-c609-11ee-8fe8-0050569183fa-3408cd31-ecd7-4429-9d91-65986d552499-1710432004.pdf>.

<sup>3</sup> June 3, 2025 City Council Meeting (item 9.2): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/88de242d-ddcb-11ef-a9e2-005056a89546-3408cd31-ecd7-4429-9d91-65986d552499-1748993791.pdf>.

<sup>4</sup> December 17, 2025 City Council Meeting (item 3.3): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/da8aa36c-d815-11ee-98bb-0050569183fa-3408cd31-ecd7-4429-9d91-65986d552499-1734654695.pdf>.

To advance the Grand Nexus Study and Inclusionary Housing Ordinance Update, staff request authorization to enter an agreement with Community Planning Collaborative for a 21 Elements Multi-Jurisdictional Grand Nexus and Feasibility Study. Staff also request additional appropriations for these efforts. In Fiscal Year 24-25, City Council allocated \$37,500 in Housing In Lieu Funds (Fund 207) and \$37,500 in Commercial Linkage Funds (Fund 209) to fund the Grand Nexus Study. Staff is requesting an additional appropriation of \$10,000 for the Grand Nexus. The FY 2025-26 budget includes \$25,000 for the IHO update. Staff believe the costs for the update will be closer to \$75,000, so are asking the City Council to appropriate an additional \$50,000.

### **Analysis**

The City is engaged with 21 Elements, a multi-year collaboration of all 21 San Mateo County city and county governments, along with partner agencies and organizations, to participate in the “Grand Nexus Study,” aimed at updating and evaluating the inclusionary housing requirements and commercial linkage fee programs across the different jurisdictions in the county. The study will provide updates to the City’s Inclusionary Housing Ordinance (IHO) and commercial linkage fees, ensuring that local policies are consistent with regional best practices and legal requirements.

The 21 Elements multi-jurisdictional collaborative is led and coordinated by Baird + Driskell + Abrams Community Planning, also known as Community Planning Collaborative (CPC). CPC has partnered with local governments, including East Palo Alto, to deliver quality outcomes for General Plan updates and related studies, such as the Housing Element, Safety Element, and Environmental Justice Element.

### **Grand Nexus Study Work Plan**

The Grand Nexus Study is a comprehensive, countywide analysis designed to evaluate and establish the legal and economic basis (“nexus”) for requiring new development—both residential and commercial—to contribute to affordable housing solutions. The study examines the relationship between new development and the increased demand for affordable housing, quantifying the impact and determining appropriate fee levels or inclusionary requirements that are legally defensible, feasible, and aligned with local housing needs. By conducting the Grand Nexus Study at the countywide level (as East Palo Alto is doing in partnership with 21 Elements and San Mateo County), jurisdictions can align their policies, share best practices, and avoid a patchwork of inconsistent requirements that could hinder regional housing goals.

Although staff believes that the City’s MOU is exempt from the City’s purchasing ordinance, it is important to note that CPC has conducted a competitive Request for Proposals (RFP) process and, with a committee of representatives from multiple city agencies, evaluated proposals and selected Strategic Economics to conduct the Grand Nexus Study. The Grand Nexus Study will examine the City’s IHO, identify gaps, and evaluate the following tasks as shown in Exhibit A in the MOU with CPC:

- **Residential Feasibility Studies and Inclusionary Analysis:**

Strategic Economics will develop residential prototypes for different housing types, test the financial feasibility of these prototypes under various scenarios, and customize recommendations for inclusionary housing requirements in each city. They will also calculate in-lieu fees based on the affordability gap between market-rate and affordable units.

- **Residential Nexus Study:**

Strategic Economics will estimate the demand for affordable housing triggered by new residential developments and calculate the maximum impact fee that can be charged for affordable housing. This will include an AB 602 analysis to ensure compliance with state regulations regarding the level of service for affordable housing (i.e., assessment conducted regarding a local government's impact fees on new development).

- **Commercial Nexus Study:**

Strategic Economics will assess the impact of new commercial developments on affordable housing needs and determine the maximum defensible commercial linkage fee. They will conduct a financial feasibility analysis of commercial prototypes and provide recommendations for each city, along with a corresponding AB 602 analysis to meet legal requirements for commercial impact fees.

### **Inclusionary Housing Ordinance Update**

Updating the IHO during FY 2025-26 is a City Council priority. During the priority setting process, staff communicated that consultant assistance would be necessary to undertake the IHO this fiscal year given existing workload of the City's Housing Division.

The FY 2025-26 budget includes \$25,000 for the IHO update. Staff believe the costs will likely be \$75,000, so staff are asking the City Council to appropriate an additional \$50,000 to hire a consultant to provide project oversight and analysis of the Grand Nexus Study results and review, evaluate, and recommend improvements to the City's IHO and program guidelines, with the goal of supporting affordable housing production, fair housing, and long-term program sustainability while meeting the City's Regional Housing Needs Allocation (RHNA) targets. The selected consultant will be expected to provide actionable recommendations based on best practices, analysis of feasibility results from the Grand Nexus Study, and robust community and stakeholder engagement.

The Request for Proposals (RFP) for this potential consultant was released on October 1, 2025 and responses are due October 27, 2025. The RFP may be accessible through the Inclusionary webpage linked through the City Bids/RFPs page: <https://www.ci.east-palo-alto.ca.us/housing/page/rfp-inclusionary-housing-ordinance-analysis-and-update>. The award will follow the conclusion of the RFP process.

Staff requests additional appropriations prior to identifying a consultant to ensure the City Council agrees with this approach updating the IHO and that there will be sufficient funding to proceed to contract negotiation after the RFP period closes. If City Council does not approve additional funding, staff may need negotiate a less robust scope of work and to prolong the

IHO update in order for staff to take on a greater share of work amidst other Housing Division Strategic Priorities and normal work items.

### **Memorandum of Understanding (MOU) with Community Planning Collaborative**

The proposed MOU with CPC will enable East Palo Alto to participate in a coordinated, multi-jurisdictional nexus study. The MOU also establishes a cost-sharing framework, common aspects of technical analysis, and facilitates community engagement, maximizing the City's resources while ensuring new development contributes its fair share toward infrastructure and services.

### **Proposed Timeline**

The MOU is expected to be executed by the end of 2025, with the work anticipated to be completed by November 2026. Public hearings to provide updates on the status of the Nexus Study will begin in December 2026 and continue through April 2027. Staff is currently in the process of seeking a bid for a consultant to provide project oversight and analysis of the Grand Nexus Study results, review, evaluate, and recommend improvements to the City's IHO and program guidelines, and conduct robust community and stakeholder outreach. Staff is conducting an RFP process for the consultant at this time, and by appropriating the funds in advance of the procurement, this will allow staff the ability to match up to the Grand Nexus timeline along with the other jurisdictions in 21 Elements. Staff anticipates changes to the IHO may be adopted within six months of the completion of the study based on the Housing Element and Affordable Housing Strategy Program 9.6 goal.

### **Fiscal Impact**

In Fiscal Year 24-25, City Council allocated \$37,500 in Housing In Lieu Funds (Fund 207) and \$37,500 in Commercial Linkage Funds (Fund 209) to fund the Grand Nexus Study. An additional allocation of \$10,000, for a total not-to-exceed of \$85,000, is needed to fund the Grand Nexus Study, with \$42,500 from the Housing In-Lieu Fund (Fund 207) and \$42,500 from the Commercial Linkage Fund (Fund 209).

In addition, an allocation of \$75,000 in Housing In Lieu Fund (207) is proposed to hire a third-party to support with the IHO update.

### **Public Notice**

The public was provided notice by making the agenda and report available on the City's website and on a bulletin board located at City Hall: 2415 University Avenue, East Palo Alto.

### **Environmental**

The proposed action does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines sections 15378(b)(4) and (5), as it is a governmental administrative, fiscal, organizational, or administrative activity that

will not result in direct or indirect changes to the environment.

**Government Code § 84308**

**Applicability of Levine Act: Yes.**

**Analysis of Levine Act Compliance:**

Parties: Joshua Abrams, Community Planning Collaborative

Participant(s): Staff is unaware of any other parties or participants relevant to the Commission's consideration of this item.

**Attachments**

1. Resolution
2. Exhibit: Draft MOU with Community Planning Collaborative

**RESOLUTION NO. XX- 2025**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EAST PALO ALTO**

**AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (“MOU”) AND ANY DOCUMENTS REQUIRED WITH BAIRD + DRISKELL + ABRAMS COMMUNITY PLANNING, DBA COMMUNITY PLANNING COLLABORATIVE, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR A MULTI-JURISDICTIONAL GRAND NEXUS AND FEASIBILITY STUDY (“PROJECT”), FOR AN AMOUNT NOT TO EXCEED \$85,000; FINDING THAT THE PROPOSED ACTION IS EXEMPT FROM THE CITY’S PURCHASING ORDINANCE PURSUANT TO EAST PALO ALTO MUNICIPAL CODE SECTION 2.84.06 AND A PROPER EXERCISE OF THE CITY MANAGER’S AUTHORITY PURSUANT TO SECTION 2.84.040(K) (COOPERATIVE PURCHASING); AND APPROPRIATING AN ADDITIONAL AMOUNT NOT TO EXCEED \$60,000 TO FUND THE PROJECT AND A THIRD-PARTY CONSULTANT TO UPDATE THE INCLUSIONARY HOUSING ORDINANCE**

**WHEREAS**, the County of San Mateo and the cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives as part of the 21 Elements Planning Collaborative, which includes the City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, and the County of San Mateo, among other jurisdictions; and

**WHEREAS** one such planning study initiated by 21 Elements is the Multi-Jurisdictional Grand Nexus and Feasibility Study (“PROJECT”); and

**WHEREAS**, the purpose of this PROJECT is to study the feasibility and to comply with the legal requirements of inclusionary housing and commercial linkage fees by sharing analysis and resources for greater efficiency for the eleven jurisdictions participating in this collaborative effort, which include the City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, and the County of San Mateo (collectively, “PARTICIPATING JURISDICTIONS”); and

**WHEREAS**, through competitive bidding and a Request for Proposals (“RFP”) process facilitated by the County of San Mateo and Community Planning Collaborative, Strategic Economics (“CONTRACTOR”) was chosen as the firm to provide consulting services for the outreach, analysis and planning associated with the PROJECT; and

**WHEREAS**, Baird + Driskell + Abrams Community Planning, the consulting firm for the 21 Elements Planning Collaborative, has served as the project manager (“PROJECT MANAGER”) for this collaborative effort through initial formation and the RFP process to ensure that the voice of each PARTICIPATING JURISDICTION is heard and their needs are addressed; and

**WHEREAS**, Baird + Driskell + Abrams Community Planning will continue to serve as the PROJECT MANAGER for the collaborative effort for the duration of the PROJECT; and

**WHEREAS**, the County of San Mateo will serve as fiscal agent (“FISCAL AGENT”) for the PROJECT and will enter into a separate contract with CONTRACTOR and oversee the payment of invoices on behalf of the PARTICIPATING JURISDICTIONS; and

**WHEREAS**, all PARTICIPATING JURISDICTIONS enter into this Memorandum of Understanding with the PROJECT MANAGER outlining the roles of each PARTICIPATING JURISDICTION, the CONTRACTOR, the PROJECT MANAGER, and the funding obligations for the PROJECT; and

**WHEREAS**, as a PARTICIPATING JURISDICTION and also a part of the community collaborative 21 Elements, the City of East Palo Alto wishes to waive the formal bid procedure and execute an MOU with CPC, given the need for coordination with other cities and the immediate need for such services would make it unlikely that going out to bid would lead to a significantly lower contract value for the services needed in the time frame required;

**WHEREAS**, staff recommend that the City Council authorize an appropriation of up to \$75,000 from the Housing In Lieu Fund (Fund 207) to retain an independent third-party consultant to lead the update of the City's Inclusionary Housing Ordinance, including evaluating and recommending improvements to the ordinance, procedures, and program guidelines to support affordable housing production, promote fair housing, ensure long-term program sustainability, and help meet the City's Regional Housing Needs Allocation (RHNA) targets, and to authorize the City Manager to negotiate and execute a contract with the selected consultant.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY:**

1. Accepts the foregoing recitals as true and correct, and are incorporated by this reference into this action; and

Authorizes the City Manager to negotiate and execute a multi-year Memorandum of Understanding ("MOU") and any documents required with Baird + Driskell + Abrams Community Planning, dba Community Planning Collaborative (CPC), in a form approved by the City Attorney, for a Multi-Jurisdictional Grand Nexus and Feasibility Study (Grand Nexus Study) for an amount not to exceed \$85,000, with the County of San Mateo as the fiscal agent and Strategic Economics as the contractor providing consulting services for outreach, analysis and planning associated with the project;

2. Finds that the proposed action is exempt from the City's Purchasing Ordinance-pursuant to East Palo Alto Municipal Code Section 2.84.060(10) and a proper exercise of the City Manager's authority pursuant to Section 2.84.040(K) (cooperative purchasing); and
3. Appropriates an additional amount not exceeding \$10,000 from the Housing In Lieu Fund (Fund 207) and Commercial Linkage Fund (Fund 216) to fund the Project; and
4. Appropriates an additional amount not exceeding \$50,000 from the Housing-In-Lieu Fund (Fund 207) to fund a third-party consultant to act as the project manager lead in the update to the Inclusionary Housing Ordinance and
5. Finds that the proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of October 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Martha Barragan, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James Colin, City Clerk

\_\_\_\_\_  
John D. Lê, City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
PALO ALTO, CITY OF HALF MOON BAY, CITY OF MENLO PARK, CITY OF  
PACIFICA, CITY OF REDWOOD CITY, CITY OF SAN BRUNO, CITY OF SAN  
MATEO, COUNTY OF SAN MATEO, AND  
BAIRD + DRISKELL + ABRAMS COMMUNITY PLANNING  
FOR THE  
MULTI-JURISDICTIONAL INCLUSIONARY HOUSING AND NON-RESIDENTIAL LINKAGE  
FEE STUDY**

This Memorandum of Understanding (“MOU”), effective [insert date], is entered into by and among the City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, the County of San Mateo, and Baird + Driskell + Abrams Community Planning, dba Community Planning Collaborative, together referred to herein as the "PARTIES."

RECITALS

WHEREAS, the County of San Mateo and the cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives as part of 21 Elements, which includes the City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, and the County of San Mateo, among other jurisdictions; and

WHEREAS, one such planning study initiated by 21 Elements is the Multi-Jurisdictional Grand Nexus and Feasibility Study (“PROJECT”); and

WHEREAS, the purpose of this PROJECT is to study the feasibility and to comply with the legal requirements of inclusionary housing and commercial linkage fees by sharing analysis and resources for greater efficiency for the eleven jurisdictions participating in this collaborative effort, which include the City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, and the County of San Mateo (collectively, “PARTICIPATING JURISDICTIONS”); and

WHEREAS, through competitive bidding and a request for proposal (“RFP”) process facilitated by the County of San Mateo and Baird + Driskell + Abrams Community Planning, Strategic Economics (“CONTRACTOR”) was chosen as the firm to provide consulting services for the outreach, analysis and planning associated with the PROJECT; and

WHEREAS, Baird + Driskell + Abrams Community Planning, the consulting firm for 21 Elements, has served as the project manager (“PROJECT MANAGER”) for this collaborative effort through initial formation and the RFP process to ensure that the voice of each PARTICIPATING JURISDICTION is heard and their needs are addressed; and

WHEREAS, Baird + Driskell + Abrams Community Planning will continue to serve as the PROJECT MANAGER for the collaborative effort for the duration of the PROJECT; and

WHEREAS, the County of San Mateo will serve as fiscal agent (“FISCAL AGENT”) for the PROJECT and will enter into a separate contract with CONTRACTOR and oversee the payment of invoices on behalf of the PARTICIPATING JURISDICTIONS; and

WHEREAS, the City of Belmont (“TOC GRANT APPLICANT”) applied to the Metropolitan Transportation Commission for a Transit Oriented Communities Planning and Implementation Grant on behalf of the City of Belmont, the City of Brisbane, the City of Daly City, the City of Menlo Park, the City of Redwood City, the City of San Bruno, and the City of San Mateo (“TOC JURISDICTIONS”) and received such grant; and

WHEREAS, with the help of the TOC GRANT APPLICANT, the TOC JURISDICTIONS have received a \$500,000 grant from the Metropolitan Transportation Commission to help fund the PROJECT; and

WHEREAS, all PARTICIPATING JURISDICTIONS enter into this Memorandum of Understanding with the PROJECT MANAGER outlining the roles of each PARTICIPATING JURISDICTION, the CONTRACTOR, the PROJECT MANAGER, and the funding obligations for the PROJECT;

**NOW, THEREFORE, BE IT RESOLVED** that the PARTIES agree as follows:

## AGREEMENT

### **I. PURPOSE**

The purpose of this MOU is to memorialize the understanding among the PARTIES that (1) the PARTICIPATING JURISDICTIONS wish to participate in the PROJECT, (2) the PARTICIPATING JURISDICTIONS agree to use the CONTRACTOR and PROJECT MANAGER as the consulting team, and (3) the County of San Mateo is serving as a FISCAL AGENT to facilitate the PROJECT.

### **II. EXHIBIT AND ATTACHMENTS**

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

- Exhibit A – Strategic Economics Work Program and Cost Proposal
- Exhibit B – Project Management Scope from Baird + Driskell + Abrams Community Planning
- Exhibit C – Project Budget and Agency Costs

### III. PARTIES, ROLES, AND RESPONSIBILITIES

- A. **FISCAL AGENT:** The County of San Mateo shall serve as the FISCAL AGENT for the PROJECT and enter into a separate contract with CONTRACTOR and PROJECT MANAGER. The PROJECT MANAGER shall review all invoices and recommend invoices for payment by the FISCAL AGENT on behalf of the PARTICIPATING JURISDICTIONS to the CONTRACTOR. The FISCAL AGENT shall not be responsible for reviewing invoices or paying any reimbursement requests or other expenditures that are not in compliance with this MOU, and any duly authorized amendments. The FISCAL AGENT shall not be responsible for determining the accuracy of the itemized report.
- B. **PARTICIPATING JURISDICTIONS:** The City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, and the County of San Mateo shall each be a "PARTICIPATING JURISDICTION" for the purposes of this MOU, and collectively the "PARTICIPATING JURISDICTIONS." Each PARTICIPATING JURISDICTION shall provide funding as set forth in Exhibit C for the PROJECT and participate in obligations outlined in the Work Program set forth in Exhibit A, including participation in the overall plan development and implementation.
- C. **TOC JURISDICTIONS:** The City of Belmont, the City of Brisbane, the City of Daly City, the City of Menlo Park, the City of Redwood City, the City of San Bruno, and the City of San Mateo shall be "TOC JURISDICTIONS" for the purposes of this MOU. Each of the TOC JURISDICTIONS is a jurisdiction subject to the Metropolitan Transportation Commission's (MTC) TOC Policy and participated in a joint application for a \$500,000 grant to the PROJECT.
- D. **TOC GRANT APPLICANT:** The City of Belmont shall be the "TOC GRANT APPLICANT" for the purposes of this MOU. The TOC GRANT APPLICANT applied to MTC for and received a Transit-Oriented Communities (TOC) Planning and Implementation Grant on behalf of the TOC JURISDICTIONS. With the support of the PROJECT MANAGER, TOC GRANT APPLICANT will serve as the primary point of contact with MTC and will provide necessary documentation in order to receive grant disbursements. The TOC GRANT APPLICANT will retain 10% of the total grant funds to cover administration of the grant, as reflected in Exhibit C.
- E. **PROJECT MANAGER:** Baird + Driskell + Abrams Community Planning, a California corporation, shall serve as PROJECT MANAGER and shall manage and implement all aspects of the PROJECT, in accordance with the Project Management Scope set forth in Exhibit B.
- F. **CONTRACTOR:** Strategic Economics, a California corporation, shall serve as the consultant to carry out any or all aspects of the PROJECT as the CONTRACTOR, in accordance with the Work Program set forth in Exhibit A.

### IV. FUNDING AND METHOD OF PAYMENT

- A. Each PARTICIPATING JURISDICTION agrees to pay the FISCAL AGENT its full prescribed financial contribution as set forth in Exhibit C, within 60 calendar days of the execution of the MOU by all PARTIES.
1. The CONTRACTOR shall submit invoices to the PROJECT MANAGER on a monthly basis for PROJECT activities. Monthly invoices shall include an itemized report of costs incurred for the PROJECT. A brief narrative progress report shall be included with each invoice.
  2. The PROJECT MANAGER shall review and submit the CONTRACTOR'S invoices to the FISCAL AGENT on a monthly basis for PROJECT activities.
  3. Upon recommendation of payment by the PROJECT MANAGER, the FISCAL AGENT shall pay CONTRACTOR's monthly invoices.
  4. The FISCAL AGENT and PROJECT MANAGER shall provide a quarterly accounting of invoices, payments made, and remaining funds for the PROJECT. A final accounting shall be submitted to all PARTICIPATING JURISDICTIONS with any remaining funds returned.
- B. TOC GRANT
1. With assistance from PROJECT MANAGER, the TOC GRANT APPLICANT will submit milestone deliverables to MTC for approval.
  2. Within 30 days of MTC approval of a deliverable, TOC GRANT APPLICANT will submit an invoice to MTC for grant disbursement.
  3. Upon receipt of funds, TOC GRANT APPLICANT will transfer grant funds to FISCAL AGENT for payment of approved CONTRACTOR and PROJECT MANAGER invoices.
- C. The FISCAL AGENT shall receive a 20% reduction in its financial commitment to the project, as reflected in Exhibit C. The FISCAL AGENT agrees that it will not otherwise be entitled to reimbursement of its costs incurred while performing its obligations as set forth in Section III.A above.
- D. In the event that the projected actual costs of completing the PROJECT Work Program, as set forth in Exhibit A, exceed the budget as outlined in Exhibit C (including the contingency budget amounts), the PARTICIPATING JURISDICTIONS shall confer and decide to either reduce the PROJECT Work Program and/or to provide additional funding, subject to the amendment process set forth in Section VI. All PARTIES agree to use best efforts in such case to reach agreement without causing a PROJECT delay. When the project budget reaches 80% of total budget as shown in Exhibit C, the PROJECT MANAGER will notify all PARTICIPATING JURISDICTIONS of the amount of budget remaining, the estimated expenditure needed to complete the Program, and any anticipated shortfall requiring the PARTICIPATING JURISDICTIONS to confer as provided in this paragraph.

## **V. TERM**

This MOU shall remain in effect from [insert dates], unless terminated sooner pursuant to Section XIII below.

## **VI. AMENDMENTS**

- A. This MOU may be amended only by the written agreement executed by all PARTIES unless the change constitutes a minor modification as described herein. Each PARTICIPATING JURISDICTION'S signatory to this MOU or designee is authorized to make minor modifications to Exhibits A or B regarding the Work Program or the scope of work to respond to necessary changes as the PROJECT evolves, so long as the minor modification (1) impacts only that PARTICIPATING JURISDICTION desiring the modification and (2) does not exceed \$5,000.00. Such minor modifications to the Work Program or scopes of work shall be documented in writing, but shall not require an executed amendment to this MOU, and such minor modifications shall be considered incorporated into this MOU.
- B. If any PARTICIPATING JURISDICTION requires additional services that exceed the approved total cost estimate in Exhibit C, then such services shall be subject to an individual service agreement between that PARTICIPATING JURISDICTION and the CONTRACTOR without the participation of the FISCAL AGENT. The FISCAL AGENT shall not serve as the fiscal agent for any individual service agreements with the CONTRACTOR.
- C. With the exception of the minor modification process described in subsection A, above, this MOU can be amended, modified, or supplemented only in writing(s) signed by all PARTIES. No oral understanding or agreement, present or prior, not incorporated herein shall be binding on any of the PARTIES and the terms of this MOU shall supersede any such understanding or agreement.

## **VII. INDEMNIFICATION**

- A. Each PARTY shall defend, hold harmless, and indemnify the FISCAL AGENT and its officials, officers, employees, agents, volunteers and representatives from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU (collectively, "Claims"); provided that such Claims result from the acts or omissions of such Party and/or its officials, officers, employees, agents, or representatives in connection with this MOU.
- B. Each PARTY shall defend, hold harmless, and indemnify the FISCAL AGENT and its officials, officers, employees, agents, volunteers and representatives from and against any and all Claims related to wages, salaries, benefits, taxes, and all other withholdings and charges payable to, and asserted by or on behalf of its own employees, contractors, representatives, or agents for services provided under this MOU.

- C. FISCAL AGENT shall defend, hold harmless, and indemnify each PARTY and its officers, employees, agents, and representatives from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the acts or omissions of FISCAL AGENT and/or its officials, officers, employees, agents, volunteers, and representatives in connection with this MOU.
- D. PROJECT MANAGER shall defend, hold harmless, and indemnify each PARTY and its officers, employees, agents, and representatives from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this MOU and which result from the gross negligence or willful misconduct of PROJECT MANAGER and/or its officials, officers, employees, agents, volunteers, or representatives. Notwithstanding the foregoing, PROJECT MANAGER acknowledges it may be subject to separate indemnification obligations pursuant to its services agreement with FISCAL AGENT.
- E. The duty of each PARTY to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- F. In the event of concurrent negligence (or intentional acts) of FISCAL AGENT and/or its officials, officers, employees, agents, volunteers and representatives on the one hand, and a PARTY and/or its officers, employees, agents, volunteers, and representatives, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- G. Each PARTY'S responsibility for such defense and indemnity obligations shall survive the termination or completion of this MOU.

## VIII. NOTICES

- A. All notices and communications deemed by any party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the City of Belmont:

City of Belmont

1 Twin Pines Lane

Belmont, CA 94002

Tobi Liebermann, Housing and Economic Development Manager

(650) 637-2971

[tliebermann@belmont.gov](mailto:tliebermann@belmont.gov)

If to the City of Brisbane:

City of Brisbane  
50 Park Place  
Brisbane, CA 94005  
Julia Ayres, Principal Planner  
(415) 508-2129  
[jayres@brisbaneca.org](mailto:jayres@brisbaneca.org)

If to the City of Daly City:

City of Daly City  
333 90th Street  
Daly City, CA 94015  
Lenelle Suliguin, Housing Manager  
(650) 991-8256  
[lsuliguin@dalycity.org](mailto:lsuliguin@dalycity.org)

If to the City of East Palo Alto:

City of East Palo Alto  
2415 University Ave.  
East Palo Alto, CA 94303  
Karen Camacho, Housing and Economic Development Manager  
(650) 853-3195  
[Kcamacho@cityofepa.org](mailto:Kcamacho@cityofepa.org)

If to the City of Half Moon Bay:

City of Half Moon Bay  
501 Main St.  
Half Moon Bay, CA 94019  
Leslie Lacko, Community Development Director  
650-825-4933  
[llacko@hmbcity.com](mailto:llacko@hmbcity.com)

If to the City of Menlo Park:

City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
Tim Wong, Housing Manager  
650-330-6761  
[twong@menlopark.gov](mailto:twong@menlopark.gov)

If to the City of Pacifica:

170 Santa Maria Ave  
Pacifica, CA 94044  
Brianne Harkousha, Deputy Director  
650-738-7443

[bharkousha@pacifica.gov](mailto:bharkousha@pacifica.gov)

If to the City of Redwood City:

City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063  
Alin Lancaster, Housing Leadership Manager  
650-780-7299  
[alancaster@redwoodcity.org](mailto:alancaster@redwoodcity.org)

If to the City of San Bruno:

City of San Bruno  
567 El Camino Real  
San Bruno, CA 94066  
Roscoe Mata, Planning Manager  
(650) 745-1743  
[rmata@sanbruno.ca.gov](mailto:rmata@sanbruno.ca.gov)

If to the City of San Mateo:

City of San Mateo  
330 West 20th Avenue  
San Mateo, CA 94403  
Rachel Horst, Housing Manager  
(650) 522-7223  
[rhorst@cityofsanmateo.org](mailto:rhorst@cityofsanmateo.org)

If to the County of San Mateo:

County of San Mateo  
455 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063  
William Gibson, Planner  
650-508-6924  
[wgibson@smcgov.org](mailto:wgibson@smcgov.org)

If to Baird + Driskell + Abrams Community Planning:

Community Planning Collaborative  
P.O. Box 3616  
Berkeley, CA 94703  
Joshua Abrams, Principal  
510-761-6001  
[abrams@planningcollaborative.com](mailto:abrams@planningcollaborative.com)

- B. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## **IX. INDEPENDENT CONTRACTOR**

The PARTIES agree and understand that the work/services performed by any of the PARTIES or any consultant retained by any of the PARTIES under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein shall be deemed to create any joint venture between the FISCAL AGENT, PROJECT MANAGER, or any of the PARTICIPATING JURISDICTIONS.

## **X. SUCCESSORS AND ASSIGNS**

No PARTY shall assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other PARTY. All obligations created under this MOU shall be binding on, and the rights established herein shall inure to the benefit of, any successors or assigns of the PARTIES.

## **XI. COMPLIANCE**

The PARTIES must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

## **XII. DISPUTE RESOLUTION**

The PARTIES agree that any dispute arising from this MOU that is not resolved within 30 days by the PARTIES' representatives responsible for the administration of this MOU shall be set forth in writing to the attention of the FISCAL AGENT's Director of Planning and Building for resolution. In the event resolution cannot be reached, the PARTIES may submit the dispute to mediation by a neutral party mutually agreed to by the PARTIES prior to initiating any formal action in court.

## **XIII. TERMINATION**

Any PARTICIPATING JURISDICTION may terminate its participation in this MOU, with or without cause, upon thirty (30) calendar days' prior written notice to all PARTIES. Such PARTICIPATING JURISDICTION who terminates its participation in this MOU shall be responsible for its pro rata share of all Individual Task costs as set forth in Exhibit C that are incurred by the FISCAL AGENT or CONSULTANT up through the effective date of termination. Any PARTICIPATING JURISDICTION who terminates its participation in this MOU shall still be responsible for the entirety of its prescribed portion of all Shared Task costs as set forth in Exhibit C. This MOU shall continue in effect among the remaining PARTIES.

In addition, the PARTICIPATING JURISDICTIONS may terminate this MOU at any time, with or without cause, by unanimous vote of the PARTICIPATING JURISDICTIONS. Any such action shall specify the date on which the termination shall be effective.

#### **XIV. CONFLICT OF INTEREST**

If and when a PARTY identifies an actual or potential conflict of interest among one or more of the PARTIES, that PARTY shall send written notification to all PARTIES. The PARTY with the actual or potential conflict shall respond to the notice within seven (7) business days. The response shall indicate whether the PARTY agrees or disagrees that a conflict exists. If the PARTY agrees that a conflict exists, then that PARTY may take appropriate action to cure the conflict, if possible, and shall describe its corrective actions in its response. If the PARTY disagrees, or cannot cure an actual conflict, the PARTIES shall follow the dispute resolution process provided under Section XII, Dispute Resolution, in an effort to resolve the conflict. All notices under this section shall be provided under Section VIII, Notices.

#### **XV. COOPERATIVE DRAFTING**

This MOU has been drafted through a cooperative effort of the PARTIES, and all PARTIES have had an opportunity to have the MOU reviewed and receive advice by qualified legal counsel. No PARTY shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the PARTY drafting the clause shall apply to the interpretation or enforcement of this MOU.

#### **XVI. COUNTERPARTS**

This MOU may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all signing PARTIES had signed the same instrument.

#### **XVII. SEVERABILITY**

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU shall remain in full force and effect.

#### **XVIII. GOVERNING LAW**

This MOU shall be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California. Proper venue for legal shall be exclusively vested in a state court in the County of San Mateo. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of San Mateo, and waive all venue objections.

#### **XIX. NO WAIVER**

No waiver of any default or breach of any covenant of this MOU by any PARTY shall be implied from any omission by the PARTY to take action on account of such default, if such default persists or is repeated. No express waiver shall affect any default not specified in the express waiver, and the express waiver shall be operative only for the time or extent stated. The consent or approval by any

PARTY to or of any act by a PARTY requiring further consent or approval shall not be deemed to waive or render unnecessary consent or approval to any subsequent, similar acts.

**IN WITNESS WHEREOF**, the PARTIES have executed this MOU as follows:

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
PALO ALTO, CITY OF HALF MOON BAY, CITY OF MENLO PARK, CITY OF  
PACIFICA, CITY OF REDWOOD CITY, CITY OF SAN BRUNO, CITY OF SAN  
MATEO, COUNTY OF SAN MATEO, AND  
BAIRD + DRISKELL + ABRAMS COMMUNITY PLANNING  
for the  
MULTI-JURISDICTIONAL INCLUSIONARY HOUSING AND NON-RESIDENTIAL LINKAGE  
FEE STUDY**

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The undersigned approve the terms and conditions of this MOU.

**CITY OF BELMONT**

By: \_\_\_\_\_  
Afshin Oskoui, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Jozi Plut, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Scott Rennie, City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
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FEE STUDY**

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The undersigned approve the terms and conditions of this MOU.

**CITY OF BRISBANE**

By: \_\_\_\_\_  
Jeremy Dennis, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Ingrid Padilla, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Michael Roush, Legal Counsel

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
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FEE STUDY**

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The undersigned approve the terms and conditions of this MOU.

**CITY OF DALY CITY**

By: \_\_\_\_\_  
Thomas J. Piccolotti, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Annette Hipona, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Rose Zimmerman, City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
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FEE STUDY**

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The undersigned approve the terms and conditions of this MOU.

**CITY OF EAST PALO ALTO**

By: \_\_\_\_\_  
Melvin Gaines, City Manager

**ATTEST:**

By: \_\_\_\_\_  
James Collin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John Le, City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
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The undersigned approve the terms and conditions of this MOU.

**CITY OF HALF MOON BAY**

By: \_\_\_\_\_  
Matthew Chidester, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Maggie Rodriguez, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Catherine Engberg, City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
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FEE STUDY**

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The undersigned approve the terms and conditions of this MOU.

**CITY OF MENLO PARK**

By: \_\_\_\_\_  
Justin I.C. Murphy, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Judi Herrin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nira Doherty, City Attorney

**MEMORANDUM OF UNDERSTANDING  
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FEE STUDY**

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The undersigned approve the terms and conditions of this MOU.

**CITY OF PACIFICA**

By: \_\_\_\_\_  
Kevin Woodhouse, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Sarah Coffey, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Michelle Kenyon, City Attorney

**MEMORANDUM OF UNDERSTANDING  
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FEE STUDY**

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The undersigned approve the terms and conditions of this MOU.

**CITY OF REDWOOD CITY**

By: \_\_\_\_\_  
Melissa Stevenson Diaz, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Yessika Castro, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Veronica Ramirez, City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
PALO ALTO, CITY OF HALF MOON BAY, CITY OF MENLO PARK, CITY OF  
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The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The undersigned approve the terms and conditions of this MOU.

**CITY OF SAN BRUNO**

By: \_\_\_\_\_  
Alex McIntyre, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Lupita Huerta, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Trisha Ortiz, City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
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FEE STUDY**

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The undersigned approve the terms and conditions of this MOU.

**CITY OF SAN MATEO**

By: \_\_\_\_\_  
Alex Khojikian, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Martin McTaggart, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Mazarin Vakharia, Assistant City Attorney

**MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF BELMONT, CITY OF BRISBANE, CITY OF DALY CITY, CITY OF EAST  
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FEE STUDY**

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The undersigned approve the terms and conditions of this MOU.

**COUNTY OF SAN MATEO, as both PARTICIPATING  
JURISDICTION and FISCAL AGENT**

By: \_\_\_\_\_  
David Canepa, President, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Sukhmani Purewal, Assistant Clerk of the Board  
of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Melissa Andrikopolous, County Attorney

**MEMORANDUM OF UNDERSTANDING  
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The undersigned approve the terms and conditions of this MOU.

**BAIRD + DRISKELL + ABRAMS  
COMMUNITY PLANNING dba  
COMMUNITY PLANNING  
COLLABORATIVE**

By: \_\_\_\_\_  
Joshua Abrams, Principal

# **EXHIBIT A**

## **WORK PROGRAM and COST PROPOSAL**

### **from Strategic Economics**

*SCOPE OF WORK begins on following page*

**Scope of Work for 21 Elements Multi-Jurisdictional Inclusionary Housing and Non-Residential Linkage Fee Study**

**Strategic Economics | September 23, 2025**

**The table below indicates each participating jurisdiction’s selected services, by task.**

	<b>Residential Nexus Study</b>	<b>Residential Feasibility / Inclusionary Study</b>	<b>Residential In-Lieu Fee Study</b>	<b>Commercial Nexus Study</b>	<b>Commercial Feasibility Study</b>
Belmont	X	X	X	X	X
Brisbane			In-lieu fee only	Level of svc only	
Daly City	X	X	X	X	X
East Palo Alto	X	X	X	X	X
Half Moon Bay	X	X	X	X	X
Menlo Park	X	X	X	X	X
Pacifica		X	X		
Redwood City	X	X	X	X	X
San Bruno	X	X	X	X	X
San Mateo (City)	X	X	X	X	X
San Mateo (County)	X	X	X	X	X
<b>Total Jurisdictions</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>10</b>	<b>10</b>

**TASK 1: PROJECT INITIATION AND KICKOFF MEETINGS**

**1.1: Review of Background Materials**

Strategic Economics will review background information provided by Community Planning Collaborative (CPC) on the demographics and housing conditions in San Mateo County, as well as any recently completed nexus studies and financial feasibility studies.

**1.2: Collection of Existing Policies, Fees, and Data**

Strategic Economics will research and summarize information on residential affordable housing impact fees, commercial linkage fees, inclusionary requirements, and in-lieu fees for the participating communities and other comparable communities in the Bay Area. This information provides context for current policies in the participating jurisdictions and for the relative policies and fee levels enacted by communities competing for development activity and affordable housing production. Strategic Economics will submit data requests for the project to CPC, including descriptions of recent development activity, local active residential developers, current

affordable housing policy information in the participating cities, affordable housing fee revenues, number of existing deed-restricted housing units, etc.

### **1.3: Group Kick-Off Virtual Meeting**

The purpose of this meeting is to review the scope of work and deliverables, review the proposed methodologies, and obtain any additional background materials or key information. An agenda will be provided in advance of the meeting. It is assumed that CPC staff would convene the meeting and only one meeting would be held. At the kick-off meeting, the Strategic Economics team will discuss the types of deliverables that will be completed. The meeting will also be used to establish protocols for communication, project management, and timely review of deliverables, given the complexity of this multi-jurisdiction project.

### **1.4: Jurisdiction-Specific Kickoff Meetings**

Strategic Economics will conduct a virtual kick-off meeting with each participating jurisdiction—scheduled by CPC—to inquire about specific goals, needs, and context. The meeting will also be used to clarify data and document requests and answer any questions about the nexus study approach.

## **TASK 2: STAKEHOLDER AND WORK-IN-PROGRESS MEETINGS DURING RESEARCH AND DATA GATHERING PHASE**

### **2.1: Two Developer Stakeholder Group Virtual Meetings**

Strategic Economics will organize and facilitate two virtual convenings of developers of relevant products in San Mateo County, with participants identified based on input from participating cities and review of development activity. These convenings will be used to share information about the project, collect information about current development conditions by product type, and to vet relevant assumptions applied in the analyses.

### **2.2: Housing Advocates and Public Virtual Meeting**

Strategic Economics will provide information about the goals and purpose of the study and solicit feedback about how inclusionary policies and affordable housing mitigation fees can help meet the housing affordability challenges in San Mateo County during a virtual meeting with housing advocate and the public. Strategic Economics will work with the participating jurisdictions to identify housing advocate organizations and active citizens, and will then prepare invitation language and organize, plan, and facilitate the meeting. The jurisdictions will be responsible for any desired translation of invitations and meeting materials, language interpretation during the meeting, and for publishing and promoting information about the meeting.

### **2.3: Two Work-In-Progress Presentations for All Participating Jurisdictions**

Strategic Economics will facilitate up to two total virtual meetings, including all participating jurisdictions, to share information about project status and interim findings. CPC will organize the meeting dates/times.

### **TASK 3: RESIDENTIAL FEASIBILITY STUDIES AND INCLUSIONARY ANALYSIS**

#### **Task 3.1: Shared Base Residential Feasibility Study and Inclusionary Scenarios**

In coordination with CPC and the participating jurisdictions, Strategic Economics will develop up to six residential development project prototypes, ensuring that they represent the ownership and rental residential development types being built in the cities. Based on analysis of development activity in the different jurisdictions, Strategic Economics may propose additional variations of the prototypes to better reflect subarea market differences. The prototypes will be shared with CPC and the cities for comment before arriving at a final set of assumptions for the pro forma feasibility analysis.

Upon establishing the prototypes, Strategic Economics will research inputs and assumptions for the financial feasibility analysis. The key inputs into the pro forma model are the revenues (rents/sales prices), development costs, and land costs. Revenue and land costs assumptions will be researched and customized for each jurisdiction. Strategic Economics will collect and summarize data on construction costs in the county, using a combination of real estate industry publications, online information, and interviews with local developers and brokers. We will also request that the cities provide applicable impact fees and permit fees for each prototype.

Strategic Economics will develop a pro forma model to test the financial feasibility of the prototypes under conditions in each jurisdiction. The analysis will first examine the feasibility of each prototype without any affordable housing requirements. The financial feasibility analysis of projects will be measured using a static pro forma model that will solve for the project's residual land value. As part of this analysis, Strategic Economics will conduct sensitivity analyses based primarily on potential changes in land costs and market rents and sales prices, but also potentially exploring variations in construction costs and variations in required return. The results will create a baseline understanding of prototype-specific project feasibility and ability to support on-site affordable housing requirements.

Strategic Economics will create and test up to three base scenarios of inclusionary housing requirements. These policy alternatives will be informed by factors including the baseline feasibility results, findings from the analysis of nearby communities' policies and performance, implications of AB 1505 requirements (including its guidance on affordability levels), and guidance from jurisdictions' staff during the one-on-one meetings.

Strategic Economics will note the cost of the affordability requirements as a percent of total development costs, and will document the level of developer subsidy per inclusionary unit under

each scenario based on the “affordability gap” between market rate and affordable rents/sales prices.

### **Task 3.2: City-Specific Residential Feasibility Studies and Inclusionary Analyses**

Strategic Economics will then customize and test up to four additional scenarios of affordable housing requirements for each jurisdiction, with different percentages and affordability levels. These policy alternatives will be informed by factors including the baseline feasibility results, findings from the analysis of nearby communities’ policies and performance, implications of AB 1505 requirements (including its guidance on affordability levels), and policy priorities for each jurisdiction expressed during the one-on-one meetings.

Based on the findings of these analyses, Strategic Economics will generate findings and recommendations regarding supportable inclusionary requirements both today and in the future, along with policy suggestions for balancing the requirements with any feasibility constraints. Strategic Economics will also provide guidance on required inclusionary housing thresholds under the MTC TOC Policy.

### **Task 3.3: In-Lieu Fee Equivalents**

Strategic Economics will calculate and recommend in-lieu fee levels corresponding to inclusionary requirements. Strategic Economics will identify the maximum in-lieu affordable housing fees that could reasonably be charged on market-rate developments by calculating the housing affordability gap. This gap will examine the difference between market rate rents/sales prices and affordable rents/sales prices. This approach reflects the equivalent cost for providing an on-site inclusionary unit and equivalent benefit to a lower-income household.

## **TASK 4: RESIDENTIAL NEXUS STUDY**

### **Task 4.1: Shared Base Residential Nexus Model**

In this sub-task, Strategic Economics will prepare the residential nexus study components that are broadly applicable to all cities requesting this analysis. The purpose of the residential nexus model is to estimate the increase in demand for affordable housing associated with growth in new residential development for housing developments with fewer than ten to twenty housing units. The primary driver for this increase in demand for affordable housing is the growth in expenditures for goods and services attributable to buyers and renters of new market rate housing units in San Mateo County.

The residential nexus analysis assumes that an increase in household expenditures associated with new housing units results in employment growth. Some of these new employees can afford market rate housing (based on household income), and some will earn incomes below the level

needed to afford market rate housing. It is this second group of employee-households that will face financial challenges.

The list below provides a summary of the analytic steps involved. This analysis answers the question, “What is the maximum impact fee that can be charged?” This analysis does not address “At what level should the housing impact fee be set?” This second question is addressed in sub-task 4.2 for each relevant city.

- Step 1. Define two residential prototypes that represent new market rate housing development with fewer than ten to twenty housing units in the applicable communities.
- Step 2. Estimate household incomes of buyers and renters of new market rate units.
- Step 3. Estimate economic impacts of new buyers and renters using a regional input/output model.
- Step 4. Estimate the number of new worker households and annual household incomes.
- Step 5. Estimate the demand for affordable housing from new worker households.
- Step 6. Estimate the aggregate “affordability production cost gap” of new households requiring affordable housing.
- Step 7. Estimate the maximum nexus-based fee per unit and per square foot for the prototype.

The methodology routinely used for the Step 6 “affordable housing production cost gap” calculation is as follows:

Step 1: Calculate affordable rents and sales prices for income groups to be served by affordable housing. Strategic Economics will establish four standardized income groups for the purposes of all analyses. Most commonly, renter housing affordability gaps are calculated for very low, low, and moderate-income households. In most Bay Area cities, the housing affordability gap for ownership housing is calculated for moderate-income households (and possibly for low-income households as well). Affordable rents and sales prices will be calculated using standard methods used by state or local programs.

Step 2: Calculate the “affordable housing production cost gap” for ownership housing, based on the difference between the cost of developing a new modest, residential unit (of the appropriate size for the household) and the amount a household can afford to pay at various income levels and household sizes.

Step 3: Calculate the “affordable housing production cost gap” for rental housing based on the difference between the annual capitalized value of the net affordable rent and the construction cost of the new rental unit. Again, separate calculations are made for each income group and household size included in the gap analysis.

## **Task 4.2: City-Specific Recommendations and AB 602 Analysis**

Strategic Economics will recommend a potential range of impact fees for each jurisdiction based on the results of the financial feasibility analysis in Task 3, and review of the fees charged in similar or competing jurisdictions.

The fee calculated under Task 4.1 represents the maximum fee that can be levied on new residential units. Selecting the actual fee requires sensitivity to local conditions. Strategic Economics will review and consider the factors described below:

Fees charged in neighboring jurisdictions. It is standard practice to consider the fee levels and requirements of neighboring and other peer jurisdictions. This analysis would compare recommended fees in for each jurisdiction with those charged in other similar Bay Area jurisdictions.

Financial Feasibility of Potential Fee Levels. The final recommendations for fees ideally are set so that they do not deter future development; the supportable fees determination will be informed by the financial feasibility analysis completed in Task 3. There are several ways to assess financial feasibility of potential fee levels:

- Assess how much the imposition of a fee will add to current fees on new residential developments.
- Determine the percentage of total development costs represented by fees. Strategic Economics will determine the financial feasibility of various fee options (including the maximum nexus justified fee resulting from this analysis and lower fee scenarios) by estimating the increase in total development costs resulting from the fees.
- Conduct financial feasibility sensitivity analyses (as part of Task 3) to determine how changing rents/prices, required return, and construction costs would interact with the ability to support different fee levels.

Based on efforts above, information on maximum nexus-justified fees and recommended fee levels for all jurisdictions included in the study will be provided.

An AB 602 “level of service” analysis will be completed for each participating jurisdiction after that jurisdiction selects a desired residential impact fee level. AB 602 requires the nexus study for a new impact fee to “identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.” (Government Code § 66016.5). Strategic Economics will provide sufficient analysis and findings to meet the AB 602 requirements by first identifying the existing ratio of deed-restricted, “family” affordable units in each city to the number of housing units in the city. Then Strategic Economics will calculate the level of service associated with the proposed residential impact fee, or the number of family affordable units that could be funded per

household created by new development. Finally, Strategic Economics will prepare findings justifying the need for additional affordable housing funding.

## **TASK 5: COMMERCIAL NEXUS STUDY**

Strategic Economics will complete a commercial nexus model to establish maximum defensible fee levels. Strategic Economics will first analyze information about recent and pipeline nonresidential development projects in the participating jurisdictions to establish six prototypes—likely including office, industrial, life science/R&D, retail, residential care facility, and hotel uses. The prototypes will be shared with and reviewed by CPC and jurisdiction staff to arrive at a final set of assumptions for the nexus and feasibility analyses.

The nexus analysis and subsequent affordability gap calculation will together allow Strategic Economics to identify the maximum possible commercial linkage fee that could be charged to net new nonresidential development. The nexus analysis will demonstrate the impact of new development on affordable housing needs. The nexus analysis is completed with the following steps:

- 1) Calculate the number of employees that will work in the space associated with the development prototypes.
- 2) Calculate the number of new households associated with this employment growth.
- 3) Estimate the incomes of the new employee-households.
- 4) Identify the number of associated moderate-, low-, very low-income employee households, all of which would reflect additional need for affordable housing.

The “affordable housing production cost gap” calculation described in sub-task 4.1 will generate a maximum fee that can be levied on new nonresidential developments.

## **TASK 6: COMMERCIAL FEASIBILITY STUDY AND AB 602 ANALYSIS**

### **Task 6.1: Shared Base Commercial Feasibility Study**

Selecting the actual fee requires sensitivity to local market conditions. A base financial feasibility analysis will be prepared to examine development feasibility and assess the sensitivity of the feasibility model to changes in land costs and achievable rents. Strategic Economics will conduct a financial feasibility analysis for the nonresidential prototypes by employing a similar methodology as for the residential prototypes in sub-task 3.1.

## **Task 6.2: City-Specific Recommendations and AB 602 Analysis**

Strategic Economics will recommend a potential range of impact fees for each city based on the results of the financial feasibility analysis in sub-task 6.1 and review of the fees charged in similar or competing cities. The “production cost affordability gap” calculation, feasibility analysis, and process for establishing recommended impact fees for each prototype and community will be completed using a similar approach and methodology as that described for the residential impact in sub-task 4.2.

An AB 602 “level of service” analysis will be completed for each participating city after that city selects a desired commercial linkage fee level, following a similar methodology as that described in sub-task 4.2

## **TASK 7: RECOMMENDATIONS, REPORTS, AND REVIEW MEETINGS**

### **Task 7.1: Draft Suite of Reports**

Strategic Economics will prepare three draft “model” reports representing the range of analyses and policy recommendations completed under tasks three through six. These draft reports will summarize methodology, findings, and recommendations for one city, along with standardized appendices for use in all reports. The participating cities will then provide comments on the model reports, and Strategic Economics will then author draft reports for all participating cities with customized assumptions and recommendations.

### **Task 7.2: Virtual Group Meeting**

Strategic Economics will conduct a virtual meeting with all participating cities to present the model draft reports and provide an overview of the recommendations. CPC will schedule the meeting.

### **Task 7.3: One-on-One Virtual Meetings**

Strategic Economics will conduct an additional virtual meeting with each city to present city-specific findings and recommendations, and to receive input and further direction. Upon request by a jurisdiction, Strategic Economics will attend additional virtual meetings up to the number of meetings specified by jurisdiction in the table below.

<b>Jurisdiction</b>	<b>Initial Virtual Meetings</b>	<b>Additional Virtual Meetings</b>	<b>Total Virtual Meetings</b>
Belmont	1	0	1
Brisbane	1	0	1
Daly City	1	1	2
East Palo Alto	1	4	5
Half Moon Bay	1	0	1
Menlo Park	1	0	1
Pacifica	1	0	1
Redwood City	1	4	5
San Bruno	1	0	1
San Mateo (City)	1	4	5
San Mateo (County)	1	0	1
<b>Grand Total</b>	<b>11</b>	<b>13</b>	<b>24</b>

**Task 7.4: Final Reports**

Strategic Economics will revise the draft reports and provide final reports. Revisions will be completed in response to a single consolidated set of comments and direction provided from the participating cities on their respective draft reports. The Final Reports will be delivered on a rolling basis, in order of priority as determined by the participating jurisdictions.

**Task 7.5: Public Hearings**

Strategic Economics will prepare for, attend, and present in person at one public hearing for each participating jurisdiction. Strategic Economics will prepare for, attend, and present in person at additional public hearings as specified by jurisdiction in the table below.

<b>Jurisdiction</b>	<b>Initial Public Hearings</b>	<b>Additional Public Hearings</b>	<b>Total Public Hearings</b>
Belmont	1	2	3
Brisbane	1	0	1
Daly City	1	2	3
East Palo Alto	1	0	1
Half Moon Bay	1	0	1
Menlo Park	1	2	3
Pacifica	1	0	1
Redwood City	1	3	4
San Bruno	1	2	3
San Mateo (City)	1	2	3
San Mateo (County)	1	1	2
<b>Grand Total</b>	<b>11</b>	<b>14</b>	<b>25</b>

## **TASK 8: AFFORDABILITY CONVERSION TOOL**

Strategic Economics will develop a methodology and spreadsheet tool that enables: 1) a conversion from a jurisdiction's affordable requirement to an alternative requirement targeted to a different income group or mix of income groups, 2) conversion of a commercial linkage fee obligation to an affordable unit obligation, and 3) conversion of a new unit obligation to a preserved/converted unit obligation.

These conversions will be based on calculating a matrix of equivalency factors. The equivalency factors will be informed by inputs such as differences in affordability gap at different affordability levels and the affordable housing production cost gap for impact fees.

Development of the methodology will likely require policy judgments by the participating jurisdictions. Strategic Economics will first provide a draft methodology recommendations memo for consideration and written comment by participating jurisdictions. An additional group meeting will be conducted to present the draft methodology. Based on feedback, Strategic Economics will prepare a final methodology memo and a draft spreadsheet tool. The draft spreadsheet tool will be reviewed and commented on by the jurisdictions, and Strategic Economics will produce a final spreadsheet tool.

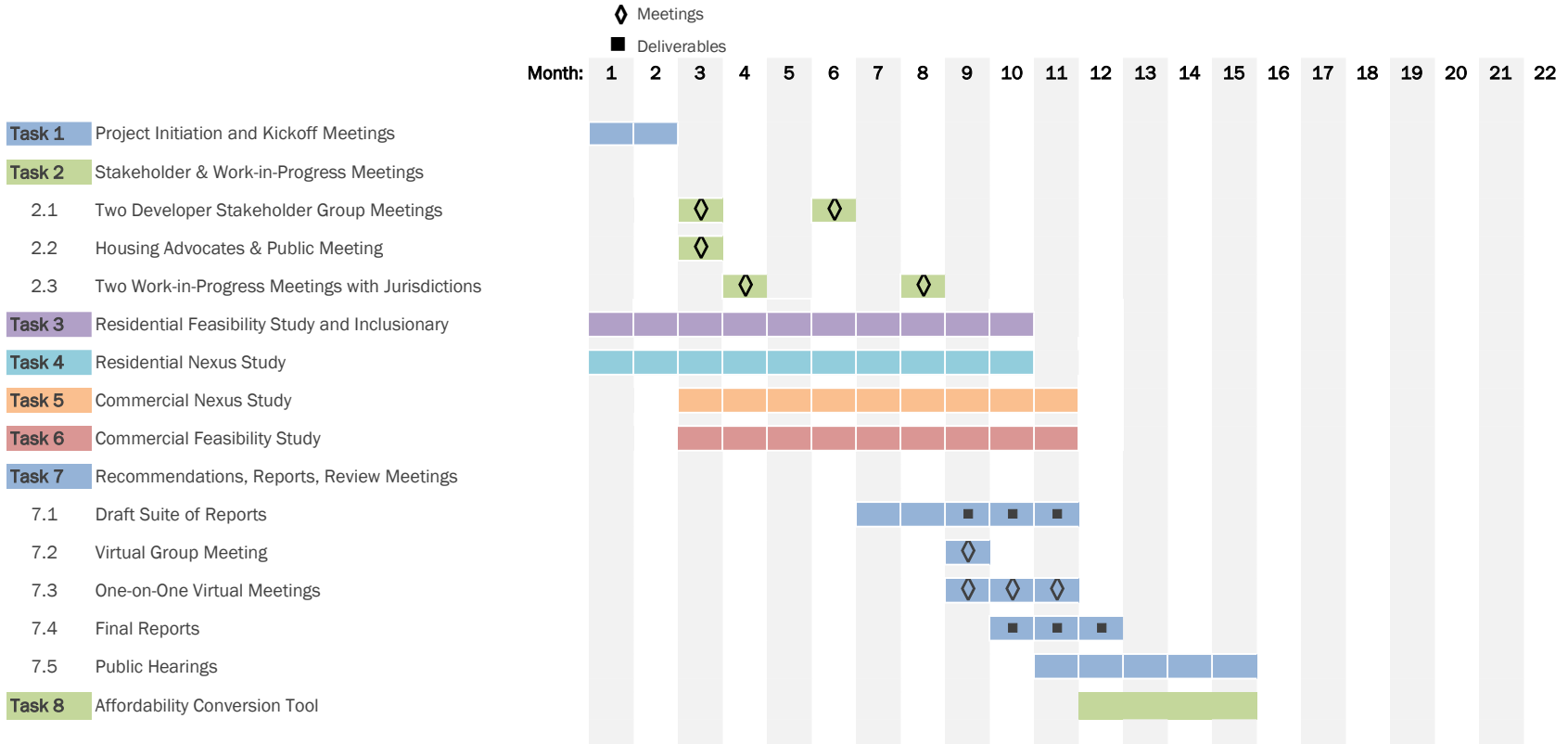
**Strategic Economics**

Fee for 21 Elements Inclusionary Housing and Commercial Linkage Fee Studies | Revised 9/23/2025

Tasks	Staff Title Billing Rate	Braun Principal \$250		Cummings Senior Associate \$211		Holcomb Associate II \$191		McKiernan Associate \$159		Mariscal Research Analyst \$122		Subtotal:	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total Hours	Cost
		<b>Task 1</b>	Project Initiation and Kickoff Meetings	27	\$ 6,750	44	\$ 9,284	6	\$ 1,146	40	\$ 6,360	4	\$ 488
<b>Task 2</b>	Stakeholder & Work-in-Progress Meetings	30	\$ 7,500	62	\$ 13,082	0	\$ -	68	\$ 10,812	0	\$ -	160	\$31,394
<b>Task 3</b>	Residential Feasibility Study and Inclusionary Scenarios	48.75	\$ 12,188	163	\$ 34,393	32	\$ 6,112	296	\$ 47,064	61	\$ 7,442	601	\$107,199
<b>Task 4</b>	Residential Nexus Study	13	\$ 3,250	86	\$ 18,146	10	\$ 1,910	182	\$ 28,938	66	\$ 8,052	357	\$60,296
<b>Task 5</b>	Commercial Nexus Study	7.25	\$ 1,813	36	\$ 7,596	12	\$ 2,292	84	\$ 13,356	60	\$ 7,320	199	\$32,377
<b>Task 6</b>	Commercial Feasibility Study & AB 602 Analysis	22	\$ 5,500	116.5	\$ 24,582	23.25	\$ 4,441	198	\$ 31,482	69.75	\$ 8,510	430	\$74,514
<b>Task 7</b>	Recommendations, Reports, and Review Meetings												
7.1	Draft Suite of Reports	25.25	\$ 6,313	63	\$ 13,293	52.5	\$ 10,028	125	\$ 19,875	42	\$ 5,124	308	\$54,632
7.2	Virtual Group Meeting	8	\$ 2,000	10	\$ 2,110	0	\$ -	4	\$ 636	0	\$ -	22	\$4,746
7.3	One-on-One Virtual Meetings	45	\$ 11,250	58	\$ 12,238	0	\$ -	29	\$ 4,611	0	\$ -	132	\$28,099
7.4	Final Reports	18	\$ 4,500	22	\$ 4,642	11	\$ 2,101	33	\$ 5,247	11	\$ 1,342	95	\$17,832
7.5	Public Hearings	205	\$ 51,250	102.5	\$ 21,628	0	\$ -	68.25	\$ 10,852	0	\$ -	376	\$83,729
<b>Task 8</b>	Affordability Conversion Tool	8	\$ 2,000	110	\$ 23,210	8	\$ 1,528	60	\$ 9,540	0	\$ -	186	\$36,278
	<b>Task Subtotals</b>	<b>457</b>	<b>\$ 114,313</b>	<b>873</b>	<b>\$ 184,203</b>	<b>155</b>	<b>\$ 29,557</b>	<b>1,187</b>	<b>\$ 188,773</b>	<b>314</b>	<b>\$ 38,278</b>	<b>2,986</b>	<b>\$555,123</b>
	<b>10% Contingency</b>												<b>\$55,512</b>
	<b>Expenses: Data &amp; Travel</b>												<b>\$8,500</b>
<b>TOTAL BUDGET</b>													<b>\$619,135</b>

**Strategic Economics**

**Proposed Project Schedule for Completion within Two Years of Project Initiation; Revised Draft, 9/23/2025**



# **EXHIBIT B**

## **PROJECT MANAGEMENT SCOPE**

### **from Baird + Driskell + Abrams Community Planning**

#### **SCOPE OF WORK**

#### **MULTI-JURISDICTIONAL INCLUSIONARY HOUSING AND NON-RESIDENTIAL LINKAGE FEE STUDY,**

#### **PROJECT MANAGEMENT SERVICES**

#### **OVERVIEW**

Baird + Driskell + Abrams Community Planning will provide project management services for a multi-jurisdictional inclusionary housing and non-residential linkage fee study to assess the feasibility and to comply with the legal requirements of inclusionary housing and commercial linkage fees across multiple San Mateo County jurisdictions. The study will be completed by a technical consultant (Strategic Economics) on behalf of the eleven participating jurisdictions of the City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, and the County of San Mateo, with the County of San Mateo acting as fiscal agent for the collaborative project.

Baird + Driskell + Abrams Community Planning will convene the participating jurisdictions and serve as a single point of contact for the technical consultant, with authority to make minor decisions when appropriate.

Baird + Driskell + Abrams Community Planning will coordinate logistics, including arranging meetings and phone calls as needed. Baird + Driskell + Abrams Community Planning will also help Strategic Economics with collecting data and information about existing requirements from the participating and neighboring jurisdictions.

Baird + Driskell + Abrams Community Planning will also support the fiscal agent (County of San Mateo) with review of contracts and assistance with budgeting and invoices. Baird + Driskell + Abrams Community Planning will review all monthly technical consultant invoices and verify for accuracy prior to sending to the fiscal agent for payment. Baird + Driskell + Abrams Community Planning will track monthly invoices and with assistance from the fiscal agent provide regular accounting of invoices and charged and remaining funds for each of the participating jurisdictions' additional tasks.

## SCOPE

### Task 0: Project Management

- Serve as single/initial point of contact for jurisdictions, technical consultant, stakeholders and members of the public
- Consolidate feedback from jurisdictions
- Coordinate scheduling for meetings
- Collect existing background information on demographics and housing conditions in San Mateo County
- Provide support to the Fiscal Agent
  - Review contracts
  - Review all monthly invoices and verify for accuracy
  - Track monthly invoices
- Provide support to the TOC Grant Applicant (City of Belmont) with TOC grant requirements and communications with ABAG/MTC

### Task 1: Project Initiation and Kickoff Meetings

- Schedule and convene group project kickoff meeting
- Schedule and provide support for 1:1 jurisdiction kickoff meetings (11)
- Take notes for meetings
- Coordinate and collect data from jurisdictions to fulfill Strategic Economics's data requests

### Task 2: Stakeholder & Work-in-Progress Meetings

2.1: Two Developer Stakeholder Group Meetings

2.2: Housing Advocates & Public Meeting

2.3: Two Work-in-Progress Meetings with Jurisdictions

- Provide support to Strategic Economics for virtual convenings of developer stakeholders (2), housing advocates (1) and the public (1)
- Coordinate follow-up
- Schedule and provide support for Work-in-Progress meetings with jurisdictions (2)

### Task 3: Residential Feasibility Study and Inclusionary

### Task 4: Residential Nexus Study

### Task 5: Commercial Nexus Study

### Task 6: Commercial Feasibility Study

- Support jurisdictions and Strategic Economics in developing project prototypes to be studied

### Task 7: Recommendations, Reports, Review Meetings

7.1: Draft Suite of Reports

7.2: Virtual Group Meeting

7.3: One-on-One Virtual Meetings

7.4: Final Reports

7.5: Public Hearings

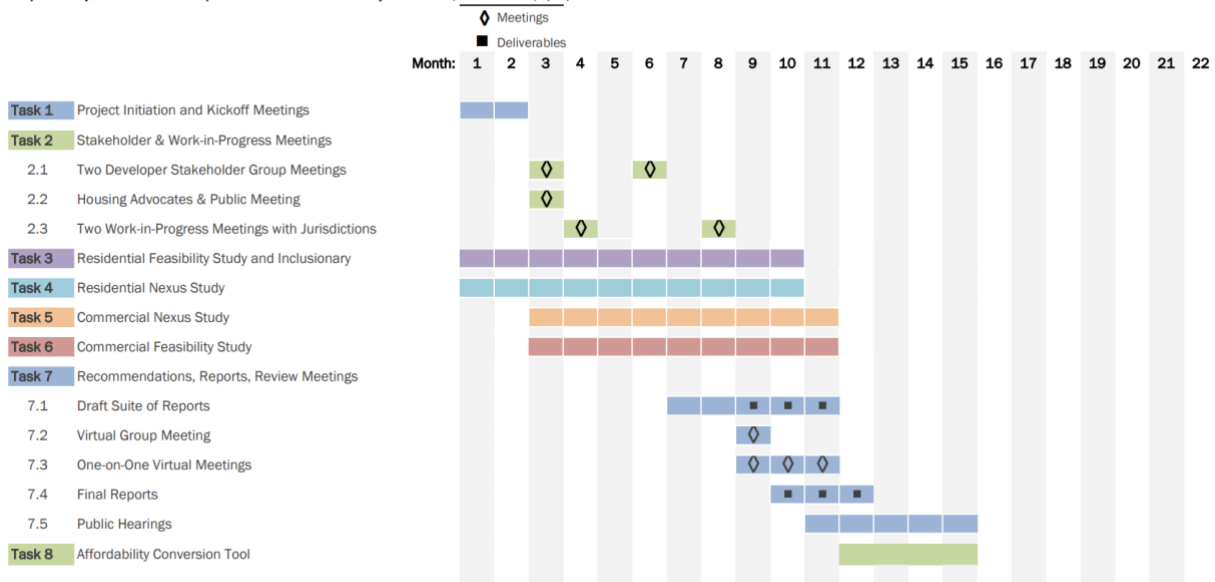
- Schedule and provide support for virtual group meeting to discuss suite of draft “model” reports
- Schedule and provide support for 1:1 jurisdiction meetings (11) to review jurisdiction-specific recommendations and results
- Review reports

## TIMELINE

CPC’s scope will adhere to Strategic Economics’s project timeline, concluding with the final reports to be completed in month 12 after kickoff. CPC’s scope does not include assistance in the public hearings phase of the project.

### Strategic Economics

Proposed Project Schedule for Completion within Two Years of Project Initiation; Revised Draft, 9/23/2025



## BUDGET

CPC will invoice hours on a monthly basis up to a not-to-exceed figure of **\$75,000**.

# EXHIBIT C

## PROJECT BUDGET and COST ALLOCATION FOR PARTICIPATING JURISDICTIONS

*For a breakdown of the Technical Consultant Work Program budget by task, see Exhibit A.*

<b>TOTAL PROJECT COST</b>	
<b>TECHNICAL CONSULTANT – STRATEGIC ECONOMICS</b>	\$619,136
<b>PROJECT MANAGER – BAIRD + DRISKELL + ABRAMS COMMUNITY PLANNING</b>	\$75,000
<b>TOC GRANT APPLICANT ADMIN FEE – CITY OF BELMONT</b>	\$50,000
<b>TOTAL NOT-TO-EXCEED PROJECT COST</b>	<b>\$744,136</b>

<b>TOTAL SOURCES</b>	
<b>TRANSIT ORIENTED COMMUNITIES (TOC) GRANT</b>	\$500,000
<b>JURISDICTION CONTRIBUTIONS (as specified below)</b>	\$244,136
<b>TOTAL SOURCES</b>	<b>\$744,136</b>

**CONTRIBUTIONS BY JURISDICTION:**

<b>PROJECT COST for CITY OF BELMONT (TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$0
Additional Tasks: Additional Commercial Prototype, Add'l Public Hearings (2 already included)	\$3,109
<b>TOTAL</b>	<b>\$3,109</b>

<b>PROJECT COST for CITY OF BRISBANE (TOC JURISDICTION)</b>	
Base Scope of Work: In-Lieu Fee Calculation / AB 602 LOS Analysis	\$0
Additional Tasks: n/a	\$0
<b>TOTAL</b>	<b>\$0</b>

<b>PROJECT COST for CITY OF DALY CITY (TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$0
Additional Tasks: Additional Commercial Prototype, Add'l 1:1 Meeting (1), Add'l Public Hearings (2 already included)	\$4,453
<b>TOTAL</b>	<b>\$4,453</b>

<b>PROJECT COST for CITY OF EAST PALO ALTO (NON-TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$59,314
Additional Tasks: Additional Commercial Prototype, Add'l 1:1 Meetings (4)	\$8,485
<b>TOTAL</b>	<b>\$67,799</b>

<b>PROJECT COST for CITY OF HALF MOON BAY (NON-TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$59,314
Additional Tasks: n/a	\$0
<b>TOTAL</b>	<b>\$59,314</b>

<b>PROJECT COST for CITY OF MENLO PARK (TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$0
Additional Tasks: Add'l Public Hearing (2 already included)	\$0
<b>TOTAL</b>	<b>\$0</b>

<b>PROJECT COST for CITY OF PACIFICA (NON-TOC JURISDICTION)</b>	
Base Scope of Work: Residential Studies	\$36,581
Additional Tasks: n/a	\$0
<b>TOTAL</b>	<b>\$36,581</b>

<b>PROJECT COST for CITY OF REDWOOD CITY (TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$0
Additional Tasks: Additional Commercial Prototype, Add'l 1:1 Meeting (4), Add'l Public Hearing (3, of which 2 already included)	\$12,715
<b>TOTAL</b>	<b>\$12,715</b>

<b>PROJECT COST for CITY OF SAN BRUNO (TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$0
Additional Tasks: Add'l Public Hearing (2 already included)	\$0
<b>TOTAL</b>	<b>\$0</b>

<b>PROJECT COST for CITY OF SAN MATEO (TOC JURISDICTION)</b>	
Base Scope of Work: Residential and Commercial Studies	\$0
Additional Tasks: Additional Commercial Prototype, Add'l 1:1 Meeting (4), Add'l Public Hearing (2 already included)	\$8,485
<b>TOTAL</b>	<b>\$8,485</b>

<b>PROJECT COST for COUNTY OF SAN MATEO (NON-TOC JURISDICTION, FISCAL AGENT)</b>	
Base Scope of Work: Residential and Commercial Studies <i>includes discount for fiscal agent admin fee</i>	\$47,451
Additional Tasks: Add'l Public Hearing (1)	\$4,230
<b>TOTAL</b>	<b>\$51,681</b>