



EAST PALO ALTO CITY COUNCIL REGULAR SESSION AGENDA

Tuesday, February 20, 2024, 6:30 PM
EPA Government Center
2415 University Avenue, First Floor
East Palo Alto, CA 94303

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, 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/88060621033>

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: 880 6062 1033

International numbers available: <https://zoom.us/j/88060621033>

1. **CALL TO ORDER AND ROLL CALL**
2. **APPROVAL OF THE AGENDA**
3. **APPROVAL OF CONSENT CALENDAR**

3.1 Citywide Striping and Signing Program Agreement with Chrisp Company.

Recommendation: Adopt a resolution authorizing the City Manager to execute a contract agreement with Chrisp Company for striping and signage services in the amount of \$50,000 per year for five years for a not-to-exceed limit of \$250,000 for the contract term.

Government Code § 84308

Applicability of Levine Act: No, because the contract has been competitively bid, it is exempt from the Levine Act.

Analysis of Levine Act Compliance: Not applicable.

3.2 Weed Abatement & Trash Removal Maintenance Contract Services

Recommendation: Adopt a resolution authorizing the City Manager to execute a contract agreement with BrightView Landscape Services for weed abatement and trash removal services in an annual amount of \$40,819.32 for a five-year term for a total not-to-exceed limit of \$204,096.60.

Government Code § 84308

Applicability of Levine Act: No, because the contract has been competitively bid, it is exempt from the Levine Act.

Analysis of Levine Act Compliance: Not applicable.

3.3 Purchase of John Deere Compact Loader from Belkorp Ag, LLC.

Recommendation:

Adopt a resolution authorizing the City Manager to purchase a John Deere

Compact Loader for Public Works Department Operations from Belkorp Ag, LLC. in the amount of \$86,216.99.

Government Code § 84308

Applicability of Levine Act: No, as the entitlement involves a contract that was competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

3.4 Minutes of the January 9, 2024 Meeting

Recommendation: Adopt the minutes of the January 9, 2024 Meeting.

Government Code § 84308

Applicability of Levine Act: No

Analysis of Levine Act Compliance: Not applicable.

3.5 Parking Project on Tanklage Site

Recommendation:

Adopt a resolution:

1. Approving an agreement negotiated by and authorizing the City Manager to execute for use of the Tanklage Site as parking, staging and construction offices for the 965 Weeks affordable housing project;
2. Finding that use of the Tanklage Site for these purposes constitutes a public use;

Government Code § 84308

Applicability of Levine Act: Yes.

Analysis of Levine Act Compliance:

Parties: Project Applicant(s) is/are Dean Leyshock, Project Director, Blach Construction.

Participant(s): Unknown at this time.

3.6

Black History Month Proclamation

Recommendation: Accept the proclamation.

Gov't Code § 84308: Not applicable

3.7

Lunar New Year Proclamation

Recommendation: Accept the proclamation.

Gov't Code § 84308: Not applicable

4. CLOSED SESSION

5. PUBLIC COMMENT

6. INFORMATIONAL REPORTS

6.1 Storm Emergency Preparation Update

Recommendation: Accept the informational update regarding the storm preparation.

7. SPECIAL PRESENTATIONS

8. PUBLIC HEARINGS

9. POLICY AND ACTION

9.1 City Council Direction on RFP for Administration of the City's Existing Below Market Rate Program

Recommendation: By motion provide direction to and authorize staff to issue a Request for Proposals ("RFP") for administration of the City's Below Market Rate ("BMR") Program.

Government Code § 84308

Applicability of Levine Act: No, as the entitlement involves a contract that is proposed to be competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

10. COUNCIL REPORTS

10.1 Letter from Councilmember Ruben Abrica

Recommendation:

Present the letter submitted by Councilmember Ruben Abrica.

Government Code § 84308

Applicability of Levine Act: No

Analysis of Levine Act Compliance: Not applicable.

11. ADJOURNMENT

Upcoming meetings:

Regular Meeting	March 5, 2024	6:30 PM
Regular Meeting	March 19, 2024	6:30 PM
Study Session Meeting	March 28, 2024	6:00 PM

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 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.

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: February 13, 2024

ATTEST:

James Colin

James Colin



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Humza Javed, Public Works Director
Jay Farr, Maintenance Division Manager

SUBJECT: Citywide Striping and Signing Program Agreement with Chrisp Company

Recommendation

Adopt a resolution authorizing the City Manager to award to, negotiate, and execute a contract agreement with Chrisp Company, in a form approved by the City Attorney, for striping and signage services in the amount of \$50,000 per year for five years for a total not-to-exceed amount of \$250,000.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Promote Health & Public Safety

Background

The City of East Palo Alto manages approximately forty centerline miles of arterial, collector, and local streets. The Public Works Department is responsible for the design, striping, and installation of signage across the City's road network and bicycle/pedestrian overcrossings.

It is important to have a maintenance program to refresh all faded street pavement striping, including stop bars and school crosswalks throughout the city for visibility and to prevent vehicle accidents, especially at nighttime.

Pavement striping is a specialty maintenance task, and thermoplastic striping requires special equipment and skills the City's maintenance division does not currently possess. The

CONSENT ITEM 3.1

pavement striping and signage services will include placement and installation of thermoplastic pavement striping, signage, and markings throughout the City.

Analysis

On December 1, 2023, staff initiated the formal bidding process, including releasing a Request for Proposals (RFP) for an on-call, as needed services contract to perform routine and responsive striping and signage installation throughout the City. The RFP was widely advertised to solicit bids from contractors regularly engaged in providing such services. On December 19, 2023, one bid was received from Chrisp Company of Fremont California.

Staff recommends authorizing the City Manager to execute a contract agreement with Chrisp Company to provide street pavement striping and signage services on an on-call, as needed basis in amount of \$50,000 annually for a not-to-exceed amount of \$250,000 for a five- year contract term.

Fiscal Impact

There is no budget amendment required by this action. Funds in the amount of \$250,000 will be paid out of the State Gas Tax fund budget.

Public Notice

The public was provided notice by making the agenda and report available on the City's website and on the City's official bulletin board outside City Hall and report available at the San Mateo Co. Library located at 2415 University Avenue in East Palo Alto.

Environmental

These services are categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Article 19, Categorical Exemption, Sections 15301 and 15303, because the improvements consist of maintenance of existing facilities.

Government Code § 84308

Applicability of Levine Act: No, because the contract has been competitively bid, it is exempt from the Levine Act.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. Proposal

RESOLUTION NO. _____

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

AUTHORIZING THE CITY MANAGER TO AWARD TO, NEGOTIATE, AND EXECUTE A CONTRACT AGREEMENT WITH CHRISP COMPANY, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR STRIPING AND SIGNAGE SERVICES IN THE AMOUNT OF \$50,000 PER YEAR FOR FIVE YEARS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$250,000 FOR THE CONTRACT TERM

WHEREAS, the City of East Palo Alto maintains approximately forty centerline miles of arterial, collector and local streets; and

WHEREAS, the Public Works Department is responsible for striping and signing on public streets throughout the City; and

WHEREAS, on December 1, 2023, staff initiated the formal bidding process, including, releasing a Request for Proposal (RFP) for on-call services to perform routine and responsive striping and signing throughout the City; and

WHEREAS, the RFP was widely advertised to solicit bids from contractors regularly engaged in providing such services; and

WHEREAS, on December 19, 2023, the City received one proposal from Chrisp Company; and

WHEREAS, Chrisp Company is a licensed engineering contractor qualified to do this work.

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. Authorizes the City Manager to award to, negotiate, and execute a contract agreement with Chrisp Company, in a form approved by the City Attorney, for striping and signage services in the amount of \$50,000 per year for five years for a total not-to-exceed limit amount of \$250,000; and
3. Finds that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Article 19, Categorical Exemption, Sections 15301 and 15303, because the improvements consist of maintenance of existing facilities.

PASSED AND ADOPTED this 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney

REQUEST FOR PROPOSAL
(RFP)

CITYWIDE STREET STRIPING
AND
SIGNING PROGRAM

FOR THE
CITY OF EAST PALO ALTO, CALIFORNIA



PROPOSAL DUE: December 19th, 2023

This bid document contains all bidding forms. Additionally, you may download this bid document on the City of East Palo Alto website, www.cityofepa.org. Please check our city website for updates and addendums to this project

COPY

SIGN FABRICATION SUBCONTRACTOR
QUALIFICATIONS AND REFERENCES

The Sign Fabricating Subcontractor has been engaged in the contracting business under State License No. 374600 for a period of 44 years.

The Sign Subcontractor's Company Information and References:

1. Name of Company: Chrisp Company

Contact: Mark Chrisp

Address: 43650 Osgood Road Fremont, CA. 94539

Telephone No.: (510) 656-2840

Michael Gates

Reference 1: DeSilva Gates Construction Telephone No.: (925) 829-9220

Paul Brizzolara

Reference 2: Graniterock Construction Telephone No.: (408) 574-1411

Jim Gallagher

Reference 3: Teichert Construction Telephone No.: (925) 413-4650

(Attach additional sheets as necessary)

Signature of Contractor: 

Print Name and Title: Mark Chrisp - Vice President

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CONTRACTORS CERTIFICATIONS

Provide all licensing and certifications:

1. Submit copies of current California Contractor's licenses.
2. Submit copy of current /active City of East Palo Alto business license.

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CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **374600**

Entity **CORP**

Business Name **CHRISP COMPANY**

Classification(s) **A C13 C32**

Expiration Date **05/31/2025**

www.cslb.ca.gov



COPY

CITY OF EAST PALO ALTO

BUSINESS LICENSE TAX CERTIFICATE

"For Services Provided in the City of East Palo Alto, California On



2023-2023

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name CHRISP CO

Business Location 43650 Osgood Rd
Fremont, Ca 94539-5631

Business Owner(s) ROBERT CHRISP

Description CONTRACTOR - GENERAL

Business Type CONTRACTOR - GENERAL

CHRISP CO
43650 OSGOOD RD
FREMONT, CA 94539-5631

Certificate # 18300690

Effective Date January 01, 2023

Expiration Date December 31, 2023

**THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT
PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.**

For all inquiries regarding this license, contact HdL
Business License Division at (650) 223-7740.

CHRISP CO:

Thank you for your payment on your City of East Palo Alto Business License. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: EastPaloAlto@hdlgov.com or by telephone at: (650) 223-7740.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Tracy Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of Tracy, please display the Business License tax certificate below in a conspicuous place at the premises. Otherwise, every BL tax certificate holder not having a fixed place of business in the City shall keep the BL tax certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.



BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of East Palo Alto
BUSINESS TAX CERTIFICATE

CHRISP CO
43650 OSGOOD RD
FREMONT, CA 94539-5631

License Number: 18300690

Date of Issue: 01/01/2023

COPY

Attachment 1 - Type of Work/Requirements/Pricing

Material and work requirements -

- Signs and striping shall be installed following standards in the latest edition CAMUTCD
- New signposts shall be installed using breakaway bases using current City Standards
- Sign sheeting shall be 3M Diamond Grade DG³4000 series
- Green bike lane paint (EF Series Standard Fast Dru Waterbourne Traffic Paint. Minimum 2 coats for final product to be 12 – 15 mil thickness)
- Striping shall be thermoplastic and retroreflective (unless retroreflective paint is specified by the City)
- Cat-tracking shall be provided and checked by City staff prior to final striping
- Contractor shall coordinate project timelines with City staff
- Contractors shall provide all necessary traffic control and provide standard traffic control plans following current CAMTUCD guidelines with City staff input/approval.
- Mobilization charges (or similar per job-based charges) shall be waived when multiple smaller requests are combined

Work Types Worksheet – (This is not an all-inclusive list of work to be performed.)

Please fill out worksheet below (attach other pages as needed to explain your pricing)

Description of Work	Quantity	Unit	Rate	Notes
Install 30" R1-1 on new post	1	Each	425.00	
Install 30" R1-1 on existing post	1	Each	215.00	
Install 36" R1-1 on existing post	1	Each	225.00	
Install 36" X 48" R2-1 on existing post	1	Each	245.00	
Install 30" FYG W11-2 and 24" x 12" FYG W16-7P on new post	1	Each	695.00	
Install 12" x 18" R26A on existing post	1	Each	210.00	
Remove 12" x 18" R26A and post	1	Each	195.00	
Remove 12" x 18" R26A and leave post	1	Each	85.00	
Install 12" x 8" R81 and 12" x 5 " R81B on existing post	1	Each	210.00	
Install 30" R1-1 on existing post (signpost extension needed)	1	Each	350.00	
Install 30" R1-1 on street light pole	1	Each	200.00	
Install Detail 22	1	LF	4.00	
Install 12" white limit line/crosswalk line	1	LF	8.00	
Install "STOP" legend	1	Each	175.00	
Install "STOP AHEAD" legend	1	Each	425.00	
Install Detail 38	1	LF	5.00	
Install type IV arrow	1	Each	120.00	
Grind centerline (detail 22 or 23)	1	LF	4.00	
Grind lane line	1	LF	2.00	
Grind type IV arrow	1	Each	75.00	

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REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE STREET STRIPING AND SIGNING PROGRAM

Remove sign/straps but leave post	1	Each	85.00	
Remove sign post from dirt	1	Each	195.00	
Remove sign post from concrete	1	Each	195.00	
Install "25" pavement legend	1	Each	140.00	
Install 30" W3-3 on existing post	1	Each	215.00	
Green Paint (EF Series Standard Fast Dru Waterbourne Traffic Paint. Minimum 2 coats for final product to be 12 – 15 mil thickness)	1	SF	8.00	
Install Reflective pavement road markers	1	Each	8.00	

Work On Clarke Avenue Pedestrian Overcrossing

Description of Work	Quantity	Unit	Rate	Notes
Remove thermoplastic pavement legend (15 MPH)	1	Each	50.00	
Remove thermoplastic pavement legend (SLOW)	1	Each	110.00	
Remove thermoplastic center lane striping	1	Each	2.50	
Install center lane striping(paint)	1	LF	1.75	
Install center lane striping(thermoplastic)	1	LF	2.00	
Install pavement marking in paint (15 MPH)	1	Each	50.00	
Install pavement marking in paint (SLOW)	1	Each	95.00	

Please list if any of the following separate charges exist
Please also list any additional per job charges not listed
(attach additional sheet if needed to explain prices on these items)

Description	Quantity	Unit	Rate	Notes
Mobilization	1	SHIFT	4,500.00	8 HRS
Traffic Control	1	SHIFT	2,100.00	8 HRS
Cat-Tracking	1	SHIFT	4,800.00	8 HRS
USA for new posts	1	SHIFT	1,675.00	8 HRS
Night Work	1	SHIFT	950.00	8 HRS

Removal via Grinding Method Only (Excludes Yellow Hazardous Removal)

Unit Prices are based on Minimum \$5,000.00 per Task Order/Work Orders

1 Mobilization Shall be Charged per Single or Combined Task Orders/Work Orders Totaling Less then \$5,000.00

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A CALIFORNIA CORPORATION

43650 Osgood Road · Fremont California 94539-5631 · Phone: (510) 656-2840
P.O. Box 1368 · Fremont California 94538-0136 · Fax: (510) 490-2703

December 19, 2023

Marco Ahumada
Interim Management Analyst
City of East Palo Alto

RFP: Citywide Street Striping and Signing Program

Dear Marco,

Thank you for the opportunity to submit a proposal for the Citywide Street Striping and Signing Program.

Chrisp Company is California's premier signing & striping contractor. Chrisp Company has been performing signing and striping work for over forty years.

Our staff of experienced managers and technicians are capable of handling the most difficult projects on time and on budget. Over the years Chrisp Company has been on numerous mission critical/high profile projects such as the Bay Bridge, where not meeting crucial deadlines is not an option.

I am confident that Chrisp Company can offer you the customer service and expertise required to meet all your agency's striping needs.

Sincerely,

Mark Chrisp
Vice President
(510) 656-2840

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CONTRACTORS LIC. # 374600 · A-ENGINEERING ·
SIGNS · MONUMENTS · BARRICADES ·



· C-32 HIGHWAY IMPROVEMENTS · C-13 FENCE
· STRIPING · PARKING BUMPERS · FENCING



A CALIFORNIA CORPORATION

43650 Osgood Road · Fremont California 94539-5631 · Phone: (510) 656-2840
P.O. Box 1368 · Fremont California 94538-0136 · Fax: (510) 490-2703

Qualifications

As California's premier highway safety product contractor Chrisp Company has offices in Salinas, Fremont, Rialto, Stockton, Woodland, Fresno and Santa Paula. Chrisp Company has extensive experience in all areas related to this scope of work. Including removal, layout, installation and refresh of both paint and thermoplastic roadway pavement markings, striping, raised pavement markers, curb painting, bike lane and school zone delineation and markings, lead compliance (removal, manifesting and testing), traffic control and traffic signage and delineators.

Our staff of 250+ team members and fleet of 130+ specialty construction vehicles enable us to handle all your striping and marking needs. Having been in business for over forty years has its advantages. Team member turnover at Chrisp Company has been relatively minimal. Meaning we have the most experience team in the industry and a level of experience that is second to none. 75 of our team members have 10+ years of experience, 20 of which have 20+ years.

Chrisp Company is a licensed professional construction company with a class A General Engineering and supplemental C13 and C32 licenses specializing in striping and signing.

We start every project by preparing the job to your plans and specifications, ordering the proper materials, scheduling a meeting with our Superintendent in the field with you, to anticipate any changes in materials or plans. Scheduling the proper manpower, equipment, and finally sending out the highly trained professional tradesmen with the proper state of the art equipment for installation.

Chrisp Company has never failed to finish a project properly within the 43 years that I have been here.

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Experience

Chrisp Company has held and currently holds the maintenance contracts for many cities and counties, here are a few of them.

City of Berkeley: 2012 to Present

Contact: Zhong Tan **Email:** ztan@cityofberkeley.info **Phone:** (510) 981-7200

City of Alameda: 2011 to Present

Contact: Alan-Viet Ta **Email:** ata@alamedaca.gov **Phone:** (510) 747-7900

City of Livermore: 2012 to Present

Contact: Juan Tenorio **Email:** jtenorio@cityoflivermore.net **Phone:** (925) 373-5130

City of Dublin: 2017 to Present

Contact: Sai Midididdi **Email:** Sai.Midididdi@dublin.ca.gov **Phone:** (925) 833-6630

These are some of our current and past maintenance contracts based in the Fremont branch. We have more maintenance contracts at outer branches and can supply more jobs and contact info if needed.

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Approach

Chrisp Company can have crews on site for non-emergency work with-in 10 days if not sooner. Emergency work can be attended to with in 48 hours

Chrisp Company can accommodate the smallest to the largest project needs. Utilizing a small crew of (Thermo-Kettle, Thermo-Stencil and Traffic Control Trucks) to install 1,500 – 2,000 SF (2-3 tons of material) of markings, or large crews (Thermo-Nurse, Thermo-Longline, Crash Cushion and Traffic Control trucks in install 10,000 – 35,000 LF (20 tons of material) in a shift.

Our inground crews can also be adapted for small and large projects to complete between 30 – 90 signs per shift.

With a fleet of over 130+ specialty vehicles we have the ability to adapt to any size project with adequate notice.

Chrisp Company utilizes a suite of programs and software for project scheduling, billing and quantity tracking. Which includes SmartSheets in the scheduling department, Vista in the accounting department for contacts, documents, and billing, and our proprietary OPA database that generates filed crew work orders and provides quantity tracking.

Chrisp Company Superintendents and Project Engineers will attend to this contracts needs ensuring satisfaction, conflict resolution, quality of work performed and correct materials are installed to meet the contracts specifications.

Our proprietary OPA database tracks quantities by the square foot, linear foot and count (each). It can provide daily/weekly/monthly detailed reports broken down to precise quantities per street/work order/project whichever is needed.

We have a robust in-house safety team at Chrisp Company which includes Jake Chrisp (Executive Safety Director) and William Buckman (Safety Director). We have extensive Safety, EEO and PPE policies. Weekly safety tailgate meetings every Monday before the start of the weeks work. Safety is a top priority at Chrisp Company. Chrisp Company owners have gone above and beyond to ensure worker and public safety.

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P.O. Box 1368 · Fremont California 94538-0136 · Fax: (510) 490-2703

References

1. Michael Gates
DeSilva Gates Construction
11555 Dublin Blvd
Dublin, CA. 94568
925.829.9220
mgates@desilvagates.com

2. Jim Gallagher
Teichert Construction
7060 Koll Center
Parkway, #330
Pleasanton, CA 94566
925.413.4650
jgallagher@teichert.com

3. Paul Cianciarulo
Graniterock Construction
120 Granite Rock Way
San Jose, CA 95136
408.574.1423
pcianciarulo@Graniterock.com

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Fremont Office
43650 Osgood Road
Fremont, CA. 94539
Phone: (510) 656-2840
Fax: (510) 656-2397



CL No. 374600
DIR No. 1000000306
A General Engineering
C-13 Fence, Wire, Wood
C-32 Highway Improvement
Union Contractor / No Minority Status
Bond Rate 1.2%

To:	East Palo Alto, City of	Contact:	Marco Ahumada
Address:	150 Tara St. East Palo Alto, CA 94303	Phone:	(650) 853-3105
		Fax:	
Project Name:	Citywide Street Striping & Signage Program	Bid Number:	63823
Project Location:	San Mateo County, East Palo Alto	Bid Date:	12/19/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Install 30" R1-1 On New Post	1.00	EACH	\$425.00	\$425.00
02	Install 30" R1-1 On Existing Post	1.00	EACH	\$215.00	\$215.00
03	Install 36" R1-1 On Existing Post	1.00	EACH	\$225.00	\$225.00
04	Install 36" X 48" R2-1 On Existing Post	1.00	EACH	\$245.00	\$245.00
05	Install 30" FYG W11-2 And 24" X 12" FYG W16-7P On New Post	1.00	EACH	\$695.00	\$695.00
06	Install 12" X 18" R26A On Existing Post	1.00	EACH	\$210.00	\$210.00
07	Remove 12" X 18" R26A And Post	1.00	EACH	\$195.00	\$195.00
08	Remove 12" X 18" R26A And Leave Post	1.00	EACH	\$85.00	\$85.00
09	Install 12" X 8" R81 And 12" X 5 " R81B On Existing Post	1.00	EACH	\$210.00	\$210.00
10	Install 30" R1-1 On Existing Post (Signpost Extension Needed)	1.00	EACH	\$350.00	\$350.00
11	Install 30" R1-1 On Street Light Pole	1.00	EACH	\$200.00	\$200.00
12	Install Detail 22	1.00	LF	\$4.00	\$4.00
13	Install 12" White Limit Line/Crosswalk Line	1.00	LF	\$8.00	\$8.00
14	Install "STOP" Legend	1.00	EACH	\$175.00	\$175.00
15	Install "STOP AHEAD" Legend	1.00	EACH	\$425.00	\$425.00
16	Install Detail 38	1.00	LF	\$5.00	\$5.00
17	Install Type IV Arrow	1.00	EACH	\$120.00	\$120.00
18	Grind Centerline (Detail 22 Or 23)	1.00	LF	\$4.00	\$4.00
19	Grind Lane Line	1.00	LF	\$2.00	\$2.00
20	Grind Type IV Arrow	1.00	EACH	\$75.00	\$75.00
21	Remove Sign/Straps But Leave Post	1.00	EACH	\$85.00	\$85.00
22	Remove Sign Post From Dirt	1.00	EACH	\$195.00	\$195.00
23	Remove Sign Post From Concrete	1.00	EACH	\$195.00	\$195.00
24	Install "25" Pavement Legend	1.00	EACH	\$140.00	\$140.00
25	Install 30" W3-3 On Existing Post	1.00	EACH	\$215.00	\$215.00
26	Green Paint (EF Series Standard Fast Dry Waterborne Traffic Paint. Minimum 2 Coats For Final Product To Be 12 - 15 Mil Thickness)	1.00	SF	\$8.00	\$8.00
27	Install Reflective Pavement Road Markers	1.00	EACH	\$8.00	\$8.00
28	Remove Thermoplastic Pavement Legend (15 MPH)	1.00	EACH	\$50.00	\$50.00
29	Remove Thermoplastic Pavement Legend (SLOW)	1.00	EACH	\$110.00	\$110.00
30	Remove Thermoplastic Center Lane Striping	1.00	EACH	\$2.50	\$2.50
31	Install Center Lane Striping (Paint)	1.00	LF	\$1.75	\$1.75
32	Install Center Lane Striping (Thermoplastic)	1.00	LF	\$2.00	\$2.00
33	Install Pavement Marking In Paint (15 MPH)	1.00	EACH	\$50.00	\$50.00
34	Install Pavement Marking In Paint (SLOW)	1.00	EACH	\$95.00	\$95.00
35	Mobilization	1.00	EACH	\$4,500.00	\$4,500.00
36	Traffic Control	1.00	EACH	\$2,100.00	\$2,100.00
37	Cat-Tracking	1.00	EACH	\$4,800.00	\$4,800.00
38	USA For New Posts	1.00	EACH	\$1,675.00	\$1,675.00

COPY

Fremont Office
43650 Osgood Road
Fremont, CA. 94539
Phone: (510) 656-2840
Fax: (510) 656-2397



CL No. 374600
DIR No. 1000000306
A General Engineering
C-13 Fence, Wire, Wood
C-32 Highway Improvement
Union Contractor / No Minority Status
Bond Rate 1.2%

To:	East Palo Alto, City of	Contact:	Marco Ahumada
Address:	150 Tara St. East Palo Alto, CA 94303	Phone:	(650) 853-3105
		Fax:	
Project Name:	Citywide Street Striping & Signage Program	Bid Number:	63823
Project Location:	San Mateo County, East Palo Alto	Bid Date:	12/19/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
39	Night Work	1.00	EACH	\$950.00	\$950.00

Total Bid Price: \$19,055.25

Notes:

- **Removal via Grinding Method Only (Excludes Yellow Hazardous Removal)**

Unit Prices are based on Minimum \$5,000.00 per Task Order/Work Orders

1 Mobilization Shall be Chaged per Single or Combined Task Orders/Work Orders Totaling Less then \$5,000.00

- NO RETENTION TO BE TAKEN ON CONTRACTS LESS THAN \$5,000.00
- **Additional Move- Ins \$4,500.00**
- Chrisp Company reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date
- Clean, clear and unobstructed access required for Chrisp Co. work
- Final PAY QTYs presented by owner MUST be agreed by Chrisp Co.
- After receiving contract 10 working days written notice required prior to scheduling of work
- EXCLUDE: Special Insurance Requirements, (i.e. Railroad Insurance, _____)
- This quotation excludes Primary Liability Insurance greater than \$2,000,000.
- This quotation excludes all work associated with the project SWPP and WPCP.
- ALL Bid items shall NOT be adjusted or removed without written / or verbal permission.
- Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payment to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payment to Chrisp Company. Full retention to be released no later than thirty, (30) Days after completion of Chrisp Companies work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.
- Chrisp Company shall be reimbursed the full amount for bonds upon submission to General Contractor. Retention shall not be held from bond reimbursement.
- THIS QUOTATION IS BASED ON A STANDARD MONDAY THROUGH FRIDAY WORK WEEK. ADDITIONAL COSTS WILL OCCUR FOR WORK PERFORMED ON WEEKENDS
- CHRISP COMPANY WILL USE EXISTING EMPLOYEE POOL TO PERFORM ALL WORK ON THIS PROJECT. IF THERE ARE ANY HIRING GOALS FOR THIS PROJECT THIS WILL BE EXCLUDED
- EXCLUDE: ALL Safety Training, Badging, Drug Testing and Orientation (To be paid at time and material Cal-Trans
- EXCLUDE: REMOVAL OF USA MARKINGS
- EXCLUDE Automated Flagger Assistance Device. General Contractor to provide automated flagger assistance device (if required) at no cost.
- General Contractor Shall Disclose and Update Chrisp Company on all project Milestone bonuses, Chrisp Company shall be awarded a percentage of Milestone bonus in proportion to Chrisp Company percentage of contract work to meet Milestone Deadlines.
- EXCLUDE: Advanced posting of "No Parking" signs

COPY

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43650 Osgood Road
Fremont, CA. 94539
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CL No. 374600
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		Fax:	
Project Name:	Citywide Street Striping & Signage Program	Bid Number:	63823
Project Location:	San Mateo County, East Palo Alto	Bid Date:	12/19/2023

- EXCLUDE: Removal of Concrete Curing Material and or Surface Prep prior to PAINT / THERMOPLASTIC / PAVEMENT MARKER Striping on Concrete Surfaces. Typical Surface Prep Methods on Concrete (Water Blasting, Sand Blasting, Shot Blasting, Bead Blasting)
- All night lights required are to be supplied by general contractor
- This quotation excludes installing permanent striping while other operations are in progress on jobsite.
- Chrisp Co. will remove contractors short term temporary markers (Floppies) placed for lanelines and centerlines only (no edgelines or shoulders). No Tape removal. Short Term Temporary markers are to be placed so that striping may be placed before removal of temporary markers.
- This quotation Excludes furnishing or placing ALL signage for advance posting of ramp closures / detours for our operations.
- This quotation Excludes furnishing or placing ALL detour signage for our operations.
- EXCLUDE: Encroachment Permit (If required to be provided at No Cost to Chrisp Company)
- EXCLUDE: ALL Etching, Inscribing on curb,
- Mobilization & Traffic Control Items shall not be adjusted for decreases in the work.
- Mobilization & Traffic Control Items shall be adjusted for increases in the work
- Access / and or Accessibility by 1 Ton Vehicle required for Chrisp Company work
- EXCLUDE: Maintenance of temporary delineation ie. temporary paint, temporary tape, channelizers, etc...
- EXCLUDE: Red-Lined As-Built Drawings
- EXCLUDE: Truncated Domes
- EXCLUDE: Construction Area Signs
- EXCLUDES: Decorative Pavement/Concrete Overlay, Decorative Stamped Asphalt/Concrete and Preform Thermo Stripe and Legends
- Changeable Message board if required to be provided by General Contractor for Chrisp Co. Use at no Charge to Chrisp Company
- EXCLUDE: Traffic Control Plan
- Traffic Control INCLUDED for Chrisp Company work ONLY
- EXCLUDE: Removal of Temporary Delineation
- EXCLUDE: Installation of Temporary Delineation After Paving/Resurfacing/Road Grinding or Plaining
- INCLUDED: Temporary Delineation After Stripe Removal
- EXCLUDE: Seal Coat
- Contractor is to Provide Stockpile Location for Striping Removal Debris.
- This quotation excludes performing removal work while other operations are in progress on jobsite.
- This quotation excludes the removal & disposal of hazardous grindings & spoils from jobsite.
- Prime contractor to provide disposal area & dispose of all Non-hazardous stripe & marker debris. Disposal area to be on jobsite.
- General Contractor to Provide Clean Water Source At No Cost to Chrisp Company. Must be Located On Jobsite.
- EXCLUDE: Lead Compliance Plan
- This quotation EXCLUDES removal of Yellow stripe and markings treated as hazardous.
- EXCLUDE: Fire Lane Striping and Signage
- Parking Area is to be Clear of Debris and Parked Vehicles prior to Chrisp Company Arrival.
- EXCLUDE: WHEEL STOPS
- Game Court is to be clear of Debris and Parked Vehicles prior to Chrisp Company Arrival
- EXCLUDE: Any Turf and or Sport Field Striping
- EXCLUDE: Concrete Coring for Signs
- EXCLUDE: Furnishing and Installation of Mast Arm Signs
- If Chrisp Co. is required to DIG BY HAND due to issues U.S.A., etc. an additional \$20.00 per hole will be charged
- EXCLUDE: Monument Signs
- EXCLUDE: ALL Signs on Traffic Signal Plans
- EXCLUDE: Pedestrian Barricades
- EXCLUDE: ALL Solar Powered LED Signs to be Done By Others
- EXCLUDE: ALL HARD WIRED ELECTRICAL SIGNS

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CL No. 374600
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To:	East Palo Alto, City of	Contact:	Marco Ahumada
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		Fax:	
Project Name:	Citywide Street Striping & Signage Program	Bid Number:	63823
Project Location:	San Mateo County, East Palo Alto	Bid Date:	12/19/2023

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Chrisp Company Authorized Signature: _____ Estimator: Aaron Patton (510) 316-1938 apatton@chrispco.com
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EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Humza Javed, Public Works Director
Jay Farr, Maintenance Division Manager

SUBJECT: Weed Abatement & Trash Removal Maintenance Contract Services

Recommendation

Adopt a resolution authorizing the City Manager to award to, negotiate, and execute an agreement with BrightView Landscape Services, in a form approved by the City Attorney, for weed abatement and trash removal services in an annual amount of \$40,819.32 for a five-year term for a total not-to-exceed amount of \$204,096.60.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Promote Health & Public Safety

Background

The Public Works Department is responsible for weed abatement and trash removal in the public right of way and open spaces within the city limits. Due to high demand and tasks within the maintenance division, contracting out a portion of weed abatement and trash removal in the public right of way and open spaces is necessary. In doing this, the maintenance division will be able to allocate much needed resources to other tasks such as facilities maintenance, storm drainage system maintenance, street maintenance, graffiti abatement, illegal dumping response, regulatory signage placement, park maintenance, street median landscaping maintenance services, trail maintenance and pump station operations.

Weed abatement and trash removal is a necessary task and is required by the Menlo Park Fire Protection District at various city open spaces. A copy of notices from Menlo Fire have been attached to this report for reference.

Analysis

On December 11, 2023, staff conducted formal bidding, including releasing a Request for Proposals (RFP) for Weed Abatement & Trash Removal Services contract to perform weed abatement four times a year. By the deadline of January 5, 2024, the following four (4) companies submitted proposals.

No.	Location /Address	Lot Size	BrightView Landscape Services	Frank & Grossman Landscape	Central Siera Enterprise	Asbestos Management Group of California
1	East Bayshore Sound Wall- from IKEA to Pulgas	3,000 LF	\$6959.11	\$12,480	\$3,540	\$48,000
2	East Bayshore Sound Wall- from University to Saratoga	3,800 LF	\$4,464.19	\$12,480	\$4,485	\$60,000
3	Willow Rd- from Newbridge to HWY 101 off ramp exit	1,100 LF	\$4,221.02	\$6,240	\$1,298	\$18,000
4	Willow Rd- from Newbridge to Albern	960 LF	\$2,601.40	\$6,240	\$1,133	\$15,000
5	West Bayshore Sound Wall- from Manhattan to Addison	2,100 LF	\$3,136.98	\$4,160	\$2,478	\$34,000
6	West Bayshore Sound Wall- from Pulgas to Capital	4,500 LF	\$6,185.66	\$12,480	\$5,311	\$72,000
7	City Lot at 1950 Pulgas -Future Library- APN#063240490	47,809 sq/ft	\$1505.50	\$7,160	\$56,423	\$162,000
8	City Lot next to MLK Park- APN#063580040	77,317 sq/ft	\$6,478.65	\$9,240	\$91,248	\$262,000
9	Rail Spur- from Pulgas Bay Rd	2,630 LF	\$2,508.88	\$4,160	\$3,104	\$45,000
10	Rail Spur- from Bay Rd to Purdue	4,180 LF	\$2,757.93	\$2,800	\$4,933	\$67,000
Total Annual Cost			\$40,819.32	\$77,440	\$173,953	\$783,000

Staff recommends authorizing the City Manager to award to, negotiate, and execute a maintenance agreement with the lowest bidder, BrightView Landscape Services Company to provide weed abatement and trash removal four times a year at the locations listed above in amount of \$40,819.32 annually and shall not-to-exceed \$204,096.60 for a five-year contract term.

Fiscal Impact

There is no budget amendment required by this action. The funding for these services is included in the annual maintenance division budget from General Fund. The contract's total amount is capped at \$204,096.60 for its five-year duration.

Public Notice

The public was provided notice by making the agenda and report available on the City's website and on the City's official bulletin board outside City Hall and report available at the San Mateo Co. Library located at 2415 University Avenue in East Palo Alto.

Environmental

These services are categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Article 19, Categorical Exemption, Sections 15301 and 15303, because the improvements are considered to be maintenance of existing facilities.

Government Code § 84308

Applicability of Levine Act: No, because the contract has been competitively bid, it is exempt from the Levine Act.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. Proposal
3. Menlo Park Fire Protection District Notice

RESOLUTION NO. _____

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

AUTHORIZING THE CITY MANAGER TO AWARD TO, NEGOTIATE, AND EXECUTE AN AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR WEED ABATEMENT AND TRASH REMOVAL SERVICES IN AN ANNUAL AMOUNT OF \$40,819.32, FOR A FIVE-YEAR TERM FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$204,096.60

WHEREAS, the Public Works Maintenance is responsible for weed abatement and trash removal in the public right of way and open spaces within the city; and

WHEREAS, contracting out a portion of weed abatement and trash removal in the public right of way and open spaces is necessary to ensure public safety and cleanliness throughout the city; and

WHEREAS, on December 11, 2023, staff conducted formal bidding, including releasing a Request for Proposals (RFP) for Weed Abatement & Trash Removal Services for locations throughout the city; and

WHEREAS, by the deadline of January 5, 2024, four (4) companies submitted proposals; and

WHEREAS, BrightView Landscape Services is the lowest responsible bidder.

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. Authorizes the City Manager to execute a contract agreement with BrightView Landscape Services for weed abatement and trash removal services in an annual amount of \$40,819.32 for a five-year term for a total not-to-exceed limit of \$204,096.60; and
3. Finds that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Article 19, Categorical Exemption, Sections 15301 and 15303, because the improvements consist of maintenance of existing facilities.

PASSED AND ADOPTED this 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney



REQUEST FOR PROPOSAL

Weed Abatement & Trash Removal

Contractor Services

CITY OF EAST PALO ALTO, CA

Issue Date: December 11, 2023



CITY OF EAST PALO ALTO

Incorporated in 1983
2415 University Avenue
East Palo Alto 94303
Telephone: (650) 853-3100

REQUEST FOR PROPOSAL FOR WEED ABATEMENT & TRASH REMOVAAL CONTRACTOR

PURPOSE

The City of East Palo Alto is planning to seek bids from qualified companies for the provision of Weed Abatement & Trash Removal Services within the municipal boundaries of East Palo Alto.

1.0 PROPOSAL SUBMITTAL REQUIREMENTS

- 1.1. To be considered, each bidder must submit a response to this Request for Proposal (RFP) and address the SELECTION CRITERIA, demonstrating an understanding of requested purchase. The proposal must be signed, in ink, by an official authorized to bind the bidder to its provision.
- 1.2. Proposals must be marked as "Weed Abatement Bid" and must be received **by 2:00 p.m. PST, Friday, January 5, 2024.** The bidder is responsible for the timely receipt of their proposal. Late or faxed proposals will **not** be considered.
- 1.3. The content of this RFP, it's under scope of work, the proposal and any mutual understandings resulting from oral presentations will become contractual obligations if a contract ensues. The failure of the successful bidder to accept these obligations may result in the cancellation of a proposed contract. The City of East Palo Alto further reserves the right to interview the key personnel assigned by

the successful bidder to this project. **The City of East Palo Alto reserves the right to reject any and all proposals.**

2.0 NONDISCRIMINATORY PRACTICES

- 2.1. In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4, the City hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, or national origin for an award.
- 2.2. The contractor awarded the contract will be subject to the Anti-Harassment Policies, adopted by the City Council of the City of East Palo, on December 16, 2004, which complies with AB1825. (See Attachment 2, Exhibit C, Anti-Harassment Policy).

3.0 LIABILITY

- 3.1 The City of East Palo Alto assumes no responsibility or liability for costs incurred by the contractor prior to the signing of an agreement. The total liability of the City of East Palo Alto is limited to the terms and conditions of any contract resulting from this RFP.

4.0 INDEMNIFICATION

- 4.1 The contractor shall indemnify and hold harmless the City of East Palo Alto and its agents and employees, from and against all claims, damages, losses, and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the services required by the contract, provided that any such claim, damage, loss or expense: 1) is injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; and 2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the contractor and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

5.0 GENERAL PROPOSAL REQUIREMENTS

- 5.1 The proposals shall include the following:
 - 5.1.1 Name of firm or company, business address, name of contact

person, telephone number, and email address (if applicable).

- 5.1.2 Labor costs for all ranking classifications.
- 5.1.3 References, especially government organizations, preferably governmental entities in California; and specifically in the San Francisco Bay Area.
- 5.1.4 Description of your firm, personnel and services provided.
- 5.1.5 Reason(s) why you believe your firm should provide these services to the City of East Palo Alto.
- 5.1.6 Copies of all applicable licenses and insurance certificates (i.e., worker's compensation, general liability, unemployment compensation, etc.).
- 5.1.7 Any other pertinent information that you believe will assist the City in understanding your company and assurances if awarded the contract, i.e., most recent financial statement, bonding certificate.

5.2 All information contained in this proposal is subject to disclosure.

6.0 **SELECTION CRITERIA**

Responses to this RFP will be evaluated based upon the following factors as presented to the bid proposals:

6.1 **Capability, Qualifications and References – (30%)**

- 6.1.1 The written proposal should indicate the ability of the contractor to meet the terms of the RFP.
- 6.1.2 The written proposal should indicate the competence of personnel whom the bidder intends to assign to the project.
- 6.1.3 Qualifications will be measured by documentation of training and experience.
- 6.1.4 Hazardous Waste Recovery: Competency with hazardous materials recovery is not required for this proposal, however, appropriate training for identification of “unknown” substances or “potentially” hazardous waste shall be demonstrated and appropriate delegation of duties for hazardous waste mitigation shall be adhered to for proper disposal. Procedures for identifying potentially hazardous waste shall be included in the proposal along with a plan for delegation of hazardous waste cleanup.
- 6.1.5 Costs of potentially hazardous waste cleanup are not required to be addressed in

the total cost of service proposal, as project locations are not known to contain hazardous waste. However, it is expected that contractors will retain a hazardous waste disposal company who will be on call, on stand-by during clean up and, in the event that hazardous materials are found. In the event that hazardous waste is identified, immediate City staff contact shall be made, and costs associated with this clean-up effort shall be addressed through a change-order upon staff approval. Emphasis will be placed upon the qualifications and experience of the bidder's project manager.

6.2 Method of Approach – (20%)

6.2.1 This factor will be judged based upon the Work Plan provided in the Proposal.

6.3 Price - (50%)

6.3.1 This factor will be based on the total cost of the labor for services.

7.0 NEED FOR SERVICE

The City of East Palo Alto maintains several parcels throughout the city. The scope of this RFP is for cleaning and removing trash and weed abatement as needed.

8.0 GENERAL CONDITIONS

8.1 Insurance required during entire length of agreement is as follows:

1. Worker's Compensation coverage per statutory requirements
2. Liability coverage as follows:

<u>Bodily Injury</u>	<u>Property Damage</u>
\$1 million per person	\$1 million each accident
\$1 million each aggregate	\$1 million aggregate

8.2 The contractor shall comply with any and all rules and regulations established by the city regarding security, health and safety, and conduct of contractors and employees.

8.3 The contractor shall have a designated agent on the job site to provide adequate and continuous supervision at all times that its employees are working.

8.4 The contractor shall promptly remove any of its employees who, in the judgment of the City, either has performed his/her duties unsatisfactory or has violated the agreement.

8.5 The contractor, including all outside contractors, shall comply with all City and Cal OSHA safety policies.

9.0 **SUMMARY**

This RFP is designed to allow qualified service providers to demonstrate their capability of providing their services to the City of East Palo Alto.

- 9.1 Six copies of the completed proposals must be received **no later than 2:00 p.m. on Friday, January 5, 2024.**

Proposals must be addressed in the following manner:

City of East Palo Alto
Public Works Department
150 Tara Road
East Palo Alto, CA 94303
Attn: Jay Farr, Maintenance Manager

- 9.2 Format: Proposals should be 8 1/2 x 11 inches, bound in a single document and organized into sections following the order specified under contents.

- 9.3 Contents: Proposal shall contain the following information:

A. **Labor Rates**

Describe hourly labor rates and overtime rates for all classifications.

B. **Firm Description**

Provide a description of your firm and list relevant information about capabilities, rate of services, and length of time in existence.

C. **Relevant Experience**

Describe relevant experience dealing with cleaning up, debris removal, and weed abatement for public or private entities, municipalities or similar organizations.

D. **Key Personnel Qualifications**

Identify key personnel assigned to the project, their respective roles, and a synopsis of their relevant experience.

E. **References**

List of private, and/or public agencies or clients for whom similar work has been performed. Provide the name, title and phone number of a contact person. The City may request a copy of a similar plan prepared by your firm for another client.

F. **Insurance**

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or

damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Exhibit "B" which is attached hereto and incorporated by reference herein. The cost of such insurance shall be included in the consultant's proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- a. Capabilities and resources of the firm to perform the contracted work.
- b. Qualifications and experience of key individuals.
- c. Ability to complete the work on a short schedule and timeline.
- d. Cost effectiveness.
- e. How well the submitted proposal for service fits the needs of the city.

The above selection criteria are provided to assist responders to proposals and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of East Palo Alto, and a recommendation for award of contract will be presented to the East Palo Alto City Council for disposition. Incomplete and/or late proposals will not be considered.

OTHER CONSIDERATIONS

The City of East Palo Alto reserves the right to reject any and all proposals. This Request for Proposal does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of East Palo Alto reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposal, if it is in the best interest of the City to do so. The City may require the selected bidders to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed in writing to:

Jay Farr
Public Works Maintenance Manager
150 Tara Road
East Palo Alto, CA 94303
Email: jfarr@cityofepa.org

Sample

GENERAL CONSTRUCTION CONTRACT

This General Construction Contract ("Contract") is made at East Palo Alto, California, dated for reference this _____ day of __, 20____, by and between the City of East Palo Alto, a municipal corporation ("City") and [type in Contractor's name], a [type in the type of entity], hereinafter referred to as "Contractor", who agree as follows:

1. Scope of Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of furnishing all labor, materials, equipment, tools and services necessary to [type project description], as further set forth in the Scope of Work, Exhibit A. The Project also includes [type additional information if necessary], as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by [type who prepared Plans and Specifications] and adopted by the City. These Plans and Specifications are entitled [type exact name of Plans and Specifications].

The contractor understands and agrees that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this contract the City Engineer for Construction or an employee of the City who will be designated in writing by the Public Works Director.

2. Contract Price. The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] ([insert dollar amount in number- e.g., \$2,550.13]) subject to final determination of work performed and materials furnished at unit prices per Exhibit "A", and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate(s) No. [type number(s) of alternatives]. All other Additive Alternate(s) are rejected by City and are not included in this contract.

3. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond; Payment Bond; Guaranty; Plans and Specifications for [type name of project], Project No. [type project number]. These documents are all incorporated herein by reference.

This Contract also contains the following Exhibits, attached and incorporated by reference:

Exhibit A – [Type in Contractor's name] Construction Bid Proposal
Exhibit B – Faithful Performance Bond

Exhibit C – Labor and Materials Bond
Exhibit D – Insurance Requirements
Exhibit E – City of East Palo Alto's Policy Against Discrimination, Harassment,
and Retaliation

The documents incorporated by reference and any exhibits, including any attachments, comprise the complete contract and are collectively referred to as the Contract Documents. Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

4. Permits. Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by City. The contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should City at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed, or change be made unless in pursuance of a written order from the Public Works Director or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration _____(XXX) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify City a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the City may arrange for mill or factory inspection and testing of same, if City requests such notice from Contractor.

9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, City may serve written notice upon Contractor and its surety of City's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to City for any excess cost occasioned City thereby, and in such event City may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. City's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which City may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, City may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. The City may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing City shall be deemed the agent of the Contractor and any payment so made by City shall be considered as a payment made under the Contract by City to the Contractor and City shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for

written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

City: City of East Palo Alto
Public Works Maintenance Division
Attn: Jay Farr
150 Tara Road
East Palo Alto, CA 94303

Contractor: _____

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of City.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless City agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required as set forth in Exhibit B has been obtained and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the City with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability

endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the City of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless City and all its officers, employees, agents, independent contractors and volunteers against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of City, or of City's officials, agents, employees, independent contractors or volunteers who are directly responsible to City. Contractor shall make good and reimburse City for any expenditures, including reasonable attorneys' fees, City may make by reason of such claim or litigation, and, if requested by City, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to City, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records

shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the City's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the City, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Public Works Director, City of East Palo Alto, 1960 Tate Street, East Palo Alto, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids, nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against City.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to City within one year of the date of acceptance of completion of this Contract by City, Contractor will forthwith remedy such defect or defects without cost to City.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to City for liquidated damages in the sum of _____ Hundred and No/100 Dollars (\$XXX.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by City since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by City from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to City for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF EAST PALO ALTO
a municipal corporation

[INSERT CONTRACTOR'S NAME &
TYPE OF COMPANY]

License No. _____

By _____
Melvin E. Gaines
City Manager

By _____
[INSERT NAME]
[INSERT TITLE]

By _____
James Colin
City Clerk

By _____
[INSERT NAME]
[INSERT TITLE]

APPROVED AS TO CONTENT

By _____
Humza Javed
Public Works Director

APPROVED AS TO FORM:

John D. Lê
City Attorney

Exhibit A

Weed Abatement & Trash Removal Proposal Pricing Sheet

No.	Location /Address	Lot Size	Four Times Cleaning Per Year
1	East Bayshore Sound Wall-from IKEA to Pulgas	3,000 LF	\$
2	East Bayshore Sound Wall- from University to Saratoga	3,800 LF	\$
3	Willow Rd- from Newbridge to HWY 101 off ramp exit	1,100 LF	\$
4	Willow Rd- from Newbridge to Albern	960 LF	\$
5	West Bayshore Sound Wall-from Manhattan to Addison	2,100 LF	\$
6	West Bayshore Sound Wall-from Pulgas to Capital	4,500 LF	\$
7	City Lot at 1950 Pulgas -Future Library- APN#063240490	47,809 sq/ft	\$
8	City Lot next to MLK Park-APN#063580040	77,317 sq/ft	\$
9	Rail Spur-from Pulgas Bay Rd	2,630 LF	\$
10	Rail Spur-from Bay Rd to Purdue	4,180 LF	\$
		Total Cost	\$

Note:

- 1) Pricing based on prevailing wage rates for San Mateo County.
- 2) Garbage and green waste collected to be disposed at Maintenance Corp Yard at 150 Tara Road.

EXHIBIT B

INSURANCE REQUIREMENTS

PLEASE GIVE TO YOUR INSURANCE AGENT

There shall be a contractual liability endorsement extending the GRANTEE'S coverage to include the contractual liability assumed by the GRANTEE pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 22 of the Agreement of any pending cancellation of the policy. GRANTEE shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

A. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.

B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

D. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

E. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that

such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured. B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.

F. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

G. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).

H. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.

I. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.

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

K. The City of East Palo Alto, its Council Members, subsidiary agencies, directors, officers, agents, employees, and servants shall be named as additional insured on any such policies of comprehensive general and automobile liability insurance, except professional liability and worker's compensation, which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

EXHIBIT C

CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and CONSULTANTS as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation or increase the legal liability of the City.

III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), stating, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION

Any City employee, volunteer, intern, vendor, CONSULTANT, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported. Reports may be made orally or in writing, free of requirements as to form. Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

V. INVESTIGATION AND RESOLUTION

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and CONSULTANTS, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

VI. OUTSIDE ADMINISTRATIVE AGENCIES

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212
U.S. Equal Employment Opportunity Commission 1.800.669.4000



Menlo Park Fire Protection District

170 Middlefield Road • Menlo Park, CA 94025 • Tel: 650.688.8400 • Fax: 650.323.9129

Website: www.menlofire.org • Email: mpfd@menlofire.org

Fire Chief

Mark Lorenzen

Board of Directors

Chuck Bernstein

Gary Bloom

Virginia Chang-Kiraly

Robert Jones

Robert J. Silano

East Palo Alto CY

2415 University Ave

East Palo Alto, CA, 94303

Re: 063240490

1950 Rulgas

NOTICE TO DESTROY WEEDS

Notice is hereby given that on the 18th day of April, 2023, the District Board of the Menlo Park Fire Protection District passed a Resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on, or nearest to certain Streets (or Roads) in said District, and more particularly described in said Resolution and that the same constitute a public nuisance which must be abated by the removal of said noxious or dangerous weeds, otherwise they will be removed and the nuisance will be abated by District authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such are removed, and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said Resolution for further particulars.

All such property owners having any objections to the proposed removal of such weeds are hereby notified to attend a meeting of the District Board of said District, to be held at the District Board's meeting room, located at Headquarters Station, 300 Middlefield Road, Menlo Park, California, commencing at the hour of 7:00 p.m. on May 16th, 2023 when their objections will be heard and given due consideration.

Property owners are required to remove weeds themselves, or obtain a qualified landscaper or weed abatement contractor. Weeds shall be removed no later than June 1, 2023. Due to the extensive rains, and late seasonal rains this year, you may need to monitor weed growth and have them removed several times.

If the fire hazard still exists after June 1, 2023, the Fire District will remove the hazard at the property owner's expense. Please note that the administrative cost for weed abatement is \$881.96 plus the actual cost of contractor removal on your property. Please contact Fire Inspector Youngmin Song after you have completed self-abatement at ysong@menlofire.org.

Dated this 18th day of April, 2023.

Mark Lorenzen
Fire Chief

"Excellence In Service"





Menlo Park Fire Protection District

170 Middlefield Road • Menlo Park, CA 94025 • Tel: 650.688.8400 • Fax: 650.323.9129

Website: www.menlofire.org • Email: mpfd@menlofire.org

Fire Chief
Mark Lorenzen

Board of Directors

Chuck Bernstein
Gary Bloom
Virginia Chang-Kiraly
Robert Jones
Robert J. Silano

City of East Palo Alto
2415 University Ave
East Palo Alto, CA, 9433
Re:063580040

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Dated this 18th day of April, 2023.

Mark Lorenzen
Fire Chief

"Excellence In Service"

I want to...

APN: 063580040

Owner: EAST PALO ALTO CY
EAST PALO ALTO
Incorporated

Incorporated

[Assessor map](#)

[All Available Recorded Maps](#)

[Property Assessment Report](#)





EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Humza Javed, Public Works Director
Jay Farr, Maintenance Division Manager

SUBJECT: Purchase of John Deere Compact Loader from Belcorp Ag, LLC.

Recommendation

Adopt a resolution authorizing the City Manager to purchase a John Deere Compact Loader for Public Works Department Operations from Belcorp Ag, LLC. in the amount of \$86,216.99.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Promote Health & Public Safety

Background

The maintenance division within the public works department is responsible for a variety of tasks to efficiently maintain the public right of way and city open spaces. Proper equipment is essential for safe and efficient work.

A loader is an essential piece of equipment which is used to repair roads, load loose dirt/sand/base rock, respond to illegal dumping, and properly load trash and debris into Recology bins located at the Yard. The loader will allow staff to handle its processes more efficiently and

CONSENT ITEM 3.3

safely. It is also an essential piece of equipment that is needed to clear out debris from the creek or roadway during flood emergencies.

Analysis

On December 11, 2023, the staff released a formal Request for Proposals (RFP) to solicit proposals from qualified companies to provide pricing for a John Deere 184 G-Tier Compact Wheel Loader for the City of East Palo Alto.

By the deadline of January 05, 2024, four (4) companies submitted proposals for the John Deere Compact Wheel Loader, model number 184G-Tier.

No.	Company	Cost
1	Belkorp Ag, LLC	\$86,216.99
2	Volvo Construction Equipment & Services	\$86,416.69
3	Cal-Coast Machinery, Inc.	\$101,344.52
4	Pape Machinery Inc.	\$106,771.44

Staff recommends the City Council authorize purchase of a John Deere Compact Wheel Loader, model number 184G-Tier, from Belkorp Ag, LLC, for a total amount of \$86,216.99.

Fiscal Impact

There is no budget amendment required by this action. The funding of \$86,216.99 is in the approved maintenance division FY 23/24 budget.

Public Notice

The public was provided notice by making the agenda and report available on the City's website, the City's official bulletin board outside City Hall, and at the San Mateo Co. Library located at 2415 University Avenue in East Palo Alto.

Environmental (purchase of CalNet/Comcast services)

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: No, as the entitlement involves a contract that was competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. RFP

RESOLUTION NO. _____

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

**AUTHORIZING THE CITY MANAGER TO PURCHASE A JOHN DEERE COMPACT
LOADER MODEL 184G-TIER FOR PUBLIC WORKS DEPARTMENT OPERATIONS FROM
BELKORP AG, LLC. FOR THE AMOUNT OF \$86,216.99.**

WHEREAS, the Public Works Department is responsible for variety of tasks to efficiently maintain the public right of way and city open spaces; and

WHEREAS, proper equipment such as a loader is essential for staff to safely and efficiently carry out its daily operations; and

WHEREAS, a loader will be used by staff to repair roads, load and transport dirt/rock/sand, respond to illegal dumping, and assist with flood and emergency response; and

WHEREAS, on December 11, 2023, staff released a formal Request for Proposals (RFP) to solicit proposals from qualified companies to provide pricing for a John Deere 184 G-Tier Compact Wheel Loader; and

WHEREAS, by the deadline of January 5, 2024, four companies submitted proposals; and

WHEREAS, Belkorp Ag, LLC submitted the lowest responsible bid in the amount of \$86,216.99.

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. Authorizes the City Manager to purchase a John Deere Compact Loader for Public Works Department Operations from Belkorp Ag, LLC. for the amount of \$86,216.99; and
3. 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 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney



REQUEST FOR PROPOSAL

JOHN DEERE LOADER (Equipment Purchase)

CITY OF EAST PALO ALTO, CA

Issue Date: December 11, 2023



CITY OF EAST PALO ALTO

Incorporated in 1983
2415 University Avenue
East Palo Alto 94303
Telephone: (650) 853-3100

REQUEST FOR PROPOSAL FOR John Deere Loader

PURPOSE

The City of East Palo Alto intends to solicit bids from qualified companies to provide pricing for a John Deere 184 G-Tier Compact Wheel Loader for the City of East Palo Alto.

1.0 PROPOSAL SUBMITTAL REQUIREMENTS

- 1.1. To be considered, each bidder must submit a response to this Request for Proposal (RFP) and respond to the SELECTION CRITERIA identifying your understanding of the purchase requested. The proposal must be signed, in ink, by an official authorized to bind the bidder to its provision.
- 1.2. Proposals must be marked as "Equipment Purchase Bid" and must be received **by 2:00 p.m. PST, Friday, January 5, 2024.** The bidder is responsible for the timely receipt of their proposal. Late or faxed proposals will **not** be considered.
- 1.3. The content of this RFP, it's under scope of work, the proposal and any mutual understandings resulting from oral presentations will become contractual obligations if a contract ensues. The failure of the successful bidder to accept these obligations may result in the cancellation of a proposed contract. The City of East Palo Alto further reserves the right to interview the key personnel assigned by the successful bidder for this purchase. **The City of East Palo Alto reserves the right to reject any and all proposals.**

2.0 NONDISCRIMINATORY PRACTICES

- 2.1. In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4, the City hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, or national origin for an award.

3.0 LIABILITY

- 3.1 The City of East Palo Alto assumes no responsibility or liability for costs incurred by the contractor prior to the signing of an agreement. The total liability of the City of East Palo Alto is limited to the terms and conditions of any contract resulting from this RFP.

4.0 INDEMNIFICATION

- 4.1 The contractor shall indemnify and hold harmless the City of East Palo Alto and its agents and employees, from and against all claims, damages, losses, and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the services required by the contract, provided that any such claim, damage, loss or expense: 1) is injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; and 2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the contractor and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

5.0 GENERAL PROPOSAL REQUIREMENTS

- 5.1 The proposals shall include the following:
- 5.1.1 Name of firm or company, business address, name of contact person, telephone number, and email address (if applicable).
 - 5.1.2 References, especially government organizations, preferably governmental entities in California; and specifically in the San Francisco Bay Area.
 - 5.1.3 Reason(s) why you believe your firm should provide these services to the City of East Palo Alto.

5.1.4 Copies of all applicable licenses and insurance certificates (i.e., worker's compensation, general liability, unemployment compensation, etc.).

5.1.5 Any other pertinent information that you believe will assist the City in understanding your company and assurances if awarded the contract, i.e., most recent financial statement, bonding certificate.

5.2 All information contained in this proposal is subject to disclosure.

6.0 **SELECTION CRITERIA**

Responses to this RFP will be evaluated based upon the following factors as presented to the bid proposals:

6.1 **Capability, Qualifications and References – (30%)**

6.1.1 The written proposal should indicate the ability of the contractor to meet the terms of the RFP.

6.2 **Price - (70%)**

6.2.1 This factor will be based on the total cost of the equipment.

7.0 **GENERAL CONDITIONS**

7.1 Insurance required during entire length of agreement is as follows:

1. Worker's Compensation coverage per statutory requirements
2. Liability coverage as follows:

<u>Bodily Injury</u>	<u>Property Damage</u>
\$1 million per person	\$1 million each accident
\$1 million each aggregate	\$1 million aggregate

7.2 The contractor shall comply with any and all rules and regulations established by the city regarding security, health and safety, and conduct of contractors and employees.

8.0 **SUMMARY**

This RFP is designed to allow qualified companies to provide proposal to the City of East Palo Alto.

8.1 Six copies of the completed proposals must be received **no later than 2:00 p.m. on Friday, January 5, 2024.**

Proposals must be addressed in the following manner:

City of East Palo Alto
Public Works Department
150 Tara Road
East Palo Alto, CA 94303
Attn: Jay Farr, Maintenance Manager

- 8.2 Format: Proposals should be 8 1/2 x 11 inches, bound in a single document and organized into sections following the order specified under contents.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- a. Cost effectiveness.
- b. How well the submitted proposal for service fits the needs of the city.

The above selection criteria are provided to assist responders to proposals and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of East Palo Alto, and a recommendation for award of contract will be presented to the East Palo Alto City Council for disposition. Incomplete and/or late proposals will not be considered.

OTHER CONSIDERATIONS

The City of East Palo Alto reserves the right to reject any and all proposals. This Request for Proposal does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of East Palo Alto reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposal, if it is in the best interest of the City to do so. The City may require the selected bidders to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed in writing to:

Jay Farr
Public Works Maintenance Manager
150 Tara Road
East Palo Alto, CA 94303
Email: jfarr@cityofepa.org

Exhibit A

John Deere 184 G – Tier Compact Wheel Loader

Selling Equipment Pricing Sheet

Code	Description	QTY	Unit Price
01AOT	John Deere 184G-Tier Compact	1	\$
183B	Less JD Link	1	\$
0259	Operator's Manual, English	1	\$
0451	Standard Z-Bar linkage	1	\$
0500	Standard Loader-Rops	1	
0950	Less Vision System	1	\$
1350	Less Ride Control	1	\$
3001	Hydrostatic With Single Speed Gearbox -Standard	1	\$
4099	Yanmar 4TNV88C FT4/EU Stage V Engine	1	\$
5361	365/70R18 Mitas EM-01 Tires	1	\$
6052	Halogen Work Lights	1	\$
7400	Less Coupler/Quick-Tatch Coupler Ready	1	\$
7500	Less fork Frame	1	\$
7800	Less Bucket	1	\$
AT412608	Skid Steer Compatible Quick-Tach Coupler	1	\$
05T1T	John Deere Scrap Grapple	1	\$
Freight	Fees		\$
Setup	Fees		\$
CA Tire	Fees		\$
Sales Tax	Fees		\$
Total	Charges		\$





EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2024
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

Recommendation

Adopt the January 9, 2024, City Council Meeting Minutes.

Attachments

1. January 9, 2024, Minutes



**EAST PALO ALTO CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 9, 2024
EPA Government Center
2415 University Ave, First Floor – City Council Chamber
East Palo Alto, CA 94303**

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Mayor Lisa Gauthier at 6:30 p.m.

Attendee Name	Title	Status	Arrived
Carlos Romero	Councilmember	Present	
Ruben Abrica	Councilmember	Present	
Lisa Gauthier	Councilmember	Late	
Antonio Lopez	Mayor	Present	
Martha Barragan	Vice Mayor	Present	

2) APPROVAL OF THE AGENDA

The approval of the agenda was motioned by Councilmember Romero and Seconded by Vice Mayor Barragan and passed via unanimous vote.

3) POLICY AND ACTION

Mayor Lopez pulled item 3.5 for discussion.

The approval of the agenda was motioned by Mayor Lopez and Seconded by Vice Mayor Barragan and passed via unanimous vote.

3.1 Proclamation of the City of East Palo Alto Commemorating the Contributions of the Reverend Dr. Martin Luther King, Jr., in the Fight for Equality.

3.2 Proclamation of the City of East Palo Alto Honoring Larry C. Tripplett's Legacy of Service to the East Palo Alto Community

3.3 Outside Counsel Services Agreement Second

3.4 Minutes of the December 5, 2023 Meeting

3.5 Proclamation of the City of East Palo Alto in Loving Memory of Christian Sbragia

Public Speakers:

- Javanni Brown-Austin
- Eric Stewart
- Marisela Ramos
- Andy Robinson
- Michelle Davis
- Stewart Shiraishi

Mayor Lopez and the rest of the Council expressed their condolences to the family of Christian Sbragia and expressed their commitment to supporting the community during this difficult time.

4. CLOSED SESSION

4.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1). Title: City Attorney

4.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1). Title: City Manager

John Le, City Attorney, reported that Council directed staff to return to the Council in open session to discuss items 4.1 and 4.2

5. PUBLIC COMMENT

The following speakers presented public comments:

- Cesar B
- Court Skinnner

6. INFORMATIONAL REPORTS - NONE

7. SPECIAL PRESENTATIONS - NONE

8. PUBLIC HEARINGS - NONE

9. POLICY AND ACTION

9.1 Annual Financial Reports for FY2022-23

Finance Director, Tomo Oku along with Eide Bailly presented on the Annual Financial Report.

A motion to adopt the resolution approving the report was made by Councilmember Gauthier and was seconded by Councilmember Romero and approved unanimously.

Adrienne Bryant made a public comment regarding the Annual Financial Report.

10. COUNCIL REPORTS

Councilmember Abrica requested that the meeting be adjourned in honor of the late Mr. Castillo as well as Christian Sbragia.

Councilmember Romero announced that YCS would be doing a Cleanup and MLK Park and also clarified points regarding the City’s energy bills. Mayor Lopez announced that there will be a tree planting event as well.

11. ADJOURNMENT

Meeting adjourned in honor of the late Mr. Castillo as well as Christian Sbragia at 9: 52 PM

Mayor

ATTEST:

City Clerk



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2024
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: John D. Lê, City Attorney
SUBJECT: Parking Project on Tanklage Site

Recommendation

Adopt a resolution:

1. Approving an agreement negotiated by and authorizing the City Manager to execute for use of the Tanklage Site as parking, staging and construction offices for the 965 Weeks affordable housing project;
2. Finding that use of the Tanklage Site for these purposes constitutes a public use;
3. Finding that the leasehold interest granted to Blach Construction does not constitute a disposition of property and thus is exempt from the Surplus Lands Act; and
4. Finding the project exempt from the California Environmental Quality Act ("CEQA"), pursuant to Sections 15303, 15304, and 15378(b)(4) of the CEQA Guidelines.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development
Priority: Promote Health & Public Safety

Background

965 Weeks

Development of a 100% affordable housing project, known as Colibri Commons, recently started construction on a City-owned site located at 965 Weeks Street. As the Council may recall, Colibri Commons will include 136 low-income units, with affordability between 30% and 60% of Area Median Income and a unit mix of studios up to 4 bedrooms. The development is led by MidPen Housing and EPACANDO and has commenced grading and deep foundation work. The estimated completion date is set for the summer of 2025.

Tanklage Property

The City owns and controls 1798 Bay Road (“Tanklage Property”). The former Redevelopment Agency transferred the 1.38 acres Tanklage Property to the City in 2011. As a former Redevelopment Agency property, the site can only be used for a public use. For example, between July 2018 and October 2023, the City permitted Project WeHOPE to use the Tanklage Property to operate the RV Safe Parking Program (“Program”). Additionally, on April 21, 2020, the City Council granted Project WeHOPE the authority to temporarily place two manufactured units on the Tanklage Property to provide interim housing for unhoused family households who may be in transition. The Program concluded on October 30, 2023 and on November 21, 2023, the City Council received a final report on the outcomes of the program.

Although the Program has concluded, two manufactured units owned and controlled by Project WeHOPE remain on the site until an alternate location or buyer of the units can be identified.

Blach Construction’s Proposal

Blach Construction has been hired by MidPen and EPACANDO to build Colibri Commons. In early September 2023, Blach Construction reached out to the City to discuss the potential use of the Tanklage Property for construction parking and station temporary offices on-site. Blach Construction requires a total of 75 parking spaces which need to be located within a half mile of the Colibri Commons site.

The Planning Division of the Community and Economic Development Department researched the area surrounding 965 Weeks and compiled an internal list of six possible locations that met these criteria. This list was provided to Blach Construction to contact and inquire about a potential lease for construction parking, but unfortunately Blach Construction received no responses. Given the proximity to the 965 Weeks project site, Blach Construction has expressed an interest in leasing the Tanklage Property, although has declined to use the existing two manufactured units.

The City Council met in closed session to discuss price and terms, after which it directed staff to negotiate and execute a lease agreement consistent with such direction. Staff is requesting that that agreement be approved in open session.

Analysis

Blach Construction has executed the agreement with the following key terms:

CONSENT ITEM 3.5

1. Term: one year from February 13, 2024 until February 12, 2025. By early 2025, Blach Construction anticipates the parking garage of the Colibri Common's project will be constructed, where temporary construction parking and offices on-site for the 965 Weeks Project could be relocated.
2. Compensation: Blach Construction has agreed to monthly rent in the amount \$5,000. This amount is in line with at least one comparable.
3. Removal of Existing Manufactured Units. Originally, a clause would have been included in the City lease agreement that the two manufactured units would need to be moved off the Tanklage Property upon termination of the lease agreement, but Blach Construction has informed staff that they are no longer desiring to keep the existing manufactured units.
4. Limitations on Use. Use of the Tanklage Property is limited to parking, onsite offices, and storage/staging of construction materials. The Property may not be used in a manner that blocks public access to public trails that adjoin the property, especially when using the gate for staging purposes.
5. Insurance. Blach Construction has agreed to maintain insurance consistent with the coverages currently required by the Disposition and Development Agreement for the 965 Weeks project. Blach Construction has stated that the City's requirements will be met with an Owner Controlled Insurance Program (OCIP), which is a project specific, general liability insurance policy, after Council approval to proceed.
6. Taxes. Blach Construction has agreed to remain responsible for the tax implications of this leasehold, aside from those incident to ownership, that arise from obtaining this real property interest from the City, as it constitutes a possessory interest in real property subject to assessment and taxes.
7. Representations and Warranties. Blach Construction expressly acknowledges the as-is nature of the transaction such that they understand that the City is making no representations the site is fit for any particular purpose.

Public Use

The Tanklage Property is a former Redevelopment Agency asset that was designated as a government use property in the Successor Agency's Long Range Property Management Plan. Upon transfer of the property to the City the Oversight Board to the Successor Agency required that the use of the property be restricted to "public use". The use of the property as construction parking for the Colibri Commons site facilitates the construction of 136 units of housing affordable to extremely low, very low and low income households, addressing unmet housing needs in the community. The construction of the housing addresses the City's regional housing needs in its Housing Element and thus serves as a public use.

Surplus Lands Act

CONSENT ITEM 3.5

The Tanklage Property lease agreement is proposed for less than 15 years (i.e., only one year) and one under which no demolition or development would occur. Accordingly, pursuant to Senate Bill 747 and Assembly Bill 480, codified under Government Code Section 54221, granting the leasehold interest in question to Blach Construction does not constitute disposition within the meaning of that term under Surplus Lands Act.

Fiscal Impact

There is no budget impact from this action. However, approximately \$25K lease revenues (\$5K/month for 5 months) are expected to be collected in General Fund for the current fiscal year.

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 exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guidelines Section 15303 (Class 3), which exempts from further CEQA review the construction and location of limited numbers of new, small facilities or structures, installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure, as the lease envisions use of a temporary structures on site for offices. Such action is further exempt from further review under CEQA under Section 15304 (Class 4), which exempts from further CEQA review minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature scenic trees, as the lease would facilitate use temporary office structures on an already-disturbed, vacant site adjacent to a project site for affordable housing (965 Weeks Street).

None of the exceptions to the use of the Class 3 or 4 categorical exemptions identified in State CEQA Guidelines section 15300.2 applies here. The proposed action involves the execution of a lease authorizing use as parking, staging, and use of temporary offices on a disturbed, vacant site adjacent to an affordable housing project (965 Weeks Street). The site is not considered a sensitive location, as it is within an urbanized area and the site is surrounded by residential and commercial uses. The project will not result in a cumulative impact from successive projects of the same type in the same place, over time, as the project entails the approval of a lease for a single site. There are no unusual circumstances surrounding the project that result in a reasonable possibility of a significant effect on the environment, as there are no sensitive resources on the proposed site and its proposed use. The proposed action will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The project does not include any hazardous waste sites, and the project will not cause a substantial adverse change in the significance of a historical resource as none exist near the project site. Thus, the categorical exemptions apply, and no further environmental review is required.

CONSENT ITEM 3.5

The proposed action is further 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: Yes.

Analysis of Levine Act Compliance:

Parties: Project Applicant(s) is/are Dean Leyshock, Project Director, Blach Construction.

Participant(s): Unknown at this time.

Attachments

1. Resolution.
2. Lease Agreement (Partially Executed).

RESOLUTION NO. ____ – 2024

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

APPROVING AN AGREEMENT NEGOTIATED BY AND AUTHORIZING THE CITY MANAGER TO EXECUTE USE OF THE TANKLAGE SITE AS PARKING, STAGING AND CONSTRUCTION OFFICES FOR THE 965 WEEKS AFFORDABLE HOUSING PROJECT; FINDING THAT USE OF THE TANKLAGE SITE FOR THESE PURPOSES CONSTITUTES A PUBLIC USE; FINDING THAT THE LEASEHOLD INTEREST GRANTED TO BLACH CONSTRUCTION IS EXEMPT FROM THE SURPLUS LANDS ACT;; AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”), PURSUANT TO SECTIONS 15303, 15304, AND 15378(B)(4) OF THE CEQA GUIDELINES

WHEREAS, in 2009, the City of East Palo Alto Redevelopment Agency purchased the property at 965 Weeks Street (Property) using Low- and Moderate-Income Housing Funds for the purpose of developing affordable housing on the Property, which recently broke ground on an affordable housing project approved by the City of East Palo Alto; and

WHEREAS, the City owns and controls an adjoining site, 1798 Bay Road (“Tanklage Property”). The former Redevelopment Agency transferred the 1.38 acres Tanklage Property to the City in 2011. As a former Redevelopment Agency property, the site can only be used for a public use. For example, between July 2018 and October 2023, the City permitted Project WeHope to use the Tanklage Property to operate the RV Safe Parking Program (“Program”); and

WHEREAS, additionally, on April 21, 2020, the City Council granted Project WeHOPE the authority to temporarily place two manufactured units on the Tanklage Property to provide interim housing for unhoused family households who may be in transition. The Program concluded on October 30, 2023 and on November 21, 2023, the City Council received a final report on the outcomes of the program; and

WHEREAS, Blach Construction has been hired by MidPen and EPACANDO to build Colibri Commons. In early September 2023, Blach Construction reached out to the City to discuss the potential use of the Tanklage Property for construction parking and station temporary offices on-site. Blach Construction requires a total of 75 parking spaces to be located within a half mile of the Colibri Commons site; and

WHEREAS, the Planning Division of the Community and Economic Development Department of the City of East Palo Alto researched the area surrounding 965 Weeks and compiled an internal list of six possible locations that met these criteria. This list was provided to Blach Construction to contact and inquire about a potential lease for construction parking, but unfortunately Blach Construction received no responses. Given the proximity to the 965 Weeks project site, Blach Construction has expressed an interest in leasing the Tanklage Property, although has declined to use the existing two manufactured units; and

WHEREAS, on February 6, 2024, the City Council met in closed session to discuss price and terms, after which it directed staff to negotiate and execute a lease agreement consistent with such

direction. Staff had requested that that lease agreement be approved in open session, which has already been signed by Blach Construction; and

WHEREAS, since the Tanklage Property is a former Redevelopment Agency asset, which was later transferred to the City as a government use property, any use of it must be confined to a public use. As the proposed use under lease agreement is to facilitate construction of an affordable housing project constitutes a public use; and

WHEREAS, the lease of the Property does not constitute a disposition under the Surplus Land Act because the lease term is less than 15 years (i.e., only one year) and one under which no demolition or development would occur. Accordingly, pursuant to Senate Bill 747 and Assembly Bill 480, codified under Government Code Section 54221, granting the leasehold interest in question to Blach Construction does not constitute disposition within the meaning of that term under Surplus Lands Act; and

WHEREAS, based on the foregoing, the City Manager recommends that the City Council find the Property exempt from the Surplus Land Act pursuant to Government Code section 54221.

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. Approving an agreement negotiated by and authorizing the City Manager to execute for use of the Tanklage Site as parking, staging and construction offices for the 965 Weeks affordable housing project;
3. Finding that use of the Tanklage Site for these purposes constitutes a public use;
4. Finding that the leasehold interest granted to Blach Construction is exempt from the Surplus Lands Act; and
5. Finding the project exempt from the California Environmental Quality Act ("CEQA"), pursuant to Sections 15303, 15304, and 15378(b)(4) of the CEQA Guidelines.

PASSED AND ADOPTED this 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio D. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney

TEMPORARY FACILITY LEASE

This lease is made and entered into on *2/13/2024* by and between *City of East Palo Alto* ("LANDLORD") and *BLACH Construction Co.* ("TENANT").

1. Subject to the terms, provisions, and conditions and covenants hereinafter set forth, LANDLORD hereby leases to the TENANT that certain real property (including the improvements thereon), located at 1798 Bay Rd, East Palo Alto, CA 94303 and which is more specifically described on Exhibit "A" attached hereto (the "Property"), extremely low, very low and low income households and which development is being assisted by the LANDLORD in order for the LANDLORD to ensure that it is meeting the housing needs of the community. TENANT shall use the Property solely for purposes of parking for construction workers performing work on the Colibri Commons development, the placement of construction trailers to be used for job-site office space and storage of other equipment and facilities necessary for the construction of Colibri Commons. Vehicles accessing the Property shall do so only from public streets adjacent to the Property. The pedestrian pathway adjacent to the Property may be used as pedestrian access to the Colibri Commons construction site by construction workers but no vehicles are allowed on the pedestrian pathway and the pedestrian pathway shall not be used to bring equipment to and from the Colibri Commons site. No other uses of the Property are allowed. TENANT'S use of the Property cannot block public access to public trail adjoining the Property.
2. This lease shall commence on *2/13/2024* and shall continue in full force and effect until *02/12/2025* on a month-to-month basis and may be cancelled by either party by providing the other party thirty (30) days' written notice of its intent to terminate the lease.
3. As "Rent" hereunder, TENANT shall pay LANDLORD, on the first day of each month the sum of *\$5,000*. TENANT shall also be responsible for the payment of any and all utilities associated with TENANT's use of the Property.
4. TENANT, as the general contractor for the Colibri Commons Development is obligated under the terms of the Disposition, Development and Loan Agreement between the LANDLORD and _MP 965 Weeks Street Associates, L.P., to maintain certain insurance including general liability insurance, workers compensation insurance, automobile insurance and builders risk insurance. TENANT shall, as a condition of this Lease, provide to the LANDLORD updated certificates of insurance as required by the Disposition, Development and Loan Agreement that specifically include and cover the Property and any and all claims that may occur as a result of TENANT'S use and occupancy of the Property.
5. Upon the termination of the lease, TENANT shall surrender the Property to LANDLORD in the same condition as when delivered to TENANT, except for (a) normal wear and tear, (b) liens, encumbrances and other claims for which LANDLORD is responsible. In the event that TENANT makes any improvements to the Property or attaches any fixtures to the Property, TENANT shall, at the direction

of the LANDLORD, remove any such improvements or fixtures upon termination of the Lease. Any improvements or fixtures remaining on the Property after termination of the Lease shall be considered abandoned by the TENANT and shall become the property of the LANDLORD and LANDLORD shall have no obligation to dispose of such improvements in any particular manner. , a.

6. TENANT agrees to indemnify, defend and hold LANDLORD harmless from and against any claims, damages, demands, costs and expenses arising from the conduct or management of TENANT'S business on the Property or from any breach on the part of TENANT of any conditions of this lease, or from any act of negligence of TENANT, its agents, contractors, employees, or licensees in or about the Property.
7. LANDLORD agrees to indemnify, defend, and hold TENANT harmless from and against any and all claims, damages, demands, costs, losses, expenses, or liabilities for any injury or damage to any person or property whatsoever occurring in, on, or about the Property to the extent the injury or damage was caused solely by the gross negligence or willful act of the LANDLORD, its agents, contractors, or employees.
8. LANDLORD covenants, warrants, and represents that the Property (including the land thereunder) is unaware of any environmental hazards, except which have been specifically disclosed to TENANT. Neither the LANDLORD, nor any employee, agent or representative of the LANDLORD has made any representation, warranty or covenant, expressed or implied, with respect to the Property, its physical condition, the condition of any improvements, any environmental laws or regulations, or any other matter, affecting the use, value, occupancy or enjoyment of the Property other than as set forth explicitly in this Lease, and the Tenant understands and agrees that the LANDLORD is making no such representation, warranty or covenant, expressed or implied; it being expressly understood that the Property is being leased in an "AS IS" condition with respect to all matters. The LANDLORD makes no representations or warranties with regards to the suitability of the Property for the TENANT'S intended uses or the Improvements.
9. TENANT agrees to pay, or cause to be paid, when due to the proper authority, any and all valid taxes, assessments and similar charges associated specifically with the TENANT's use of the Property which become effective after the execution of this Lease, including all taxes levied or assessed on the use or occupancy, as distinguished from the ownership, of the Property and any improvements made by the TENANT located thereon. TENANT shall not permit any such taxes, charges or other assessments to become a defaulted lien on the Property; provided, however that in the event any such tax, assessment or similar charge is payable in installments, TENANT may make, or cause to be made, payment in installments; and provided, further, that TENANT may, through such proceedings as TENANT considers necessary or appropriate, contest the legal validity or the amount of any tax, assessment or similar charge, and TENANT may defer the payment thereof so long as the validity or amount thereof shall be contested by TENANT in good faith and without expense to the LANDLORD.

In the event of any such contest, TENANT shall protect, defend and indemnify the LANDLORD against all loss, cost, expense or damage resulting therefrom, and should TENANT be unsuccessful in any such contest, TENANT shall forthwith pay, discharge, or cause to be paid or discharged, such tax, assessment or other similar charge. The LANDLORD shall furnish such information as TENANT shall reasonably request in connection with any such contest provided that such information is otherwise available to the public.

10. TENANT shall not place any encumbrance on the Property during the term of this Lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this lease is hereby executed as of the date first above set forth.

LANDLORD:

By: City of East Palo Alto

Name: Melvin E. Gaines

Title: City Manager

Address for Notices:

1960 Tate St.

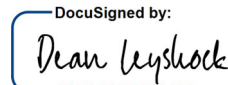
East Palo Alto, CA 94303

Phone: 650-853-3193

Fax: 650-853-3179

Email: ced@cityofepa.org

TENANT:

DocuSigned by:

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By: Blach Construction Co

Name: Dean Leyshock

Title: Project Director

Address for Notices:

2244 Blach Place Suite #100

San Jose CA 95131

Phone: 408-244-7100

Fax: N/A

Email:
dean.leyshock@blach.com

Site Contact: Kevin Gericke
408-886-3665
Kevin.Gericke@blach.com

EXHIBIT "A"

PROPERTY DESCRIPTION





EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2023
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: James Colin, City Clerk
SUBJECT: Black History Month Proclamation

Recommendation

Present the proclamation for Black History Month.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO COMMEMORATING FEBRUARY 2024 AS BLACK HISTORY MONTH

WHEREAS, the celebration of Black History Month and, more importantly, the study of Black History is owed to Dr. Carter G. Woodson, son of former slaves, who spent his childhood working in coal mines in Kentucky and did not enroll in high school until he was twenty years old; and

WHEREAS Mr. Woodson went on to earn a PhD from Harvard and while attending college was greatly perturbed by history books ignoring persons of African American descent; and, that whenever they were featured, it was generally reflecting the inferior social position they were assigned at the time; and

WHEREAS, in 1915, Dr. Woodson, founded the Association for the Study of Negro Life and History (now called the Association for the Study of African-American Life and History), and in 1926 launched Negro History Week as an initiative to bring national attention to the history of African Americans; and

WHEREAS, Dr. Woodson chose the second week of February for Negro History week because it marked the birthdays of two men who greatly influenced the history of African American, Frederick Douglas and Abraham Lincoln; and

WHEREAS, February also has some other important dates in Black History:

- *February 3, 1870 - The 15th Amendment was passed, granting African Americans the right to vote.*
- *February 12, 1909 - The National Association for the Advancement of Colored People (NAACP) was founded by a group of concerned citizens in New York City.*
- *February 1, 1960 - In what was to become a civil-rights movement milestone, a group of African American Greensboro, N.C. college students began a sit-in at Woolworth's segregated lunch counter.*
- *February 24, 2009 – The first African American United States President, Barack Obama, addressed a joint session of the Congressional Congress.*

NOW THEREFORE, BE IT RESOLVED that the City Council, hereby proclaim the month of February 2024 as Black History Month in the City of East Palo Alto, and call upon all residents to support the efforts and rededicate themselves to creating a world where the rights and the contributions of African Americans, people of color, indigenous peoples, and other groups would be remembered, respected, and acknowledged.

February 20, 2024



Antonio Lopez
Mayor



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2023
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: James Colin, City Clerk
SUBJECT: Lunar New Year Proclamation

Recommendation

Present the proclamation for Lunar New Year.

Attachments

1. Proclamation

Proclamation of the City of East Palo Alto Celebrating Lunar New Year

WHEREAS the City of East Palo Alto is home to many different cultures and languages from around the world; and

WHEREAS different cultures celebrate the New Year at various times as a way to look forward to a new year with happiness and hopefulness; and

WHEREAS Lunar New Year begins on the second new moon following the winter solstice, or the first day of the New Year according to the lunisolar calendar, and extends until the full moon 15 days later; and

WHEREAS the year 2024 in the Gregorian calendar is designated the Year of the Rabbit which is the fourth animal in the Chinese zodiac and symbolizes grace, beauty, mercy and good luck; and

WHEREAS the Lunar New Year is celebrated uniquely in many different Asian and Pacific Island countries but regardless of the country, culture, religion or ethnicity, the day is a time for family reunions, gatherings, reaffirming bonds and reflection.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of East Palo Alto hereby recognizes the cultural and historical significance of the Lunar New Year and wishes the Asian and Pacific Island community and all individuals who observe this holiday a happy and prosperous New Year.

Dated: February 20, 2024



Antonio Lopez
Mayor



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2024
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: City Council Direction on RFP for Administration of the City's Existing
Below Market Rate Program

Recommendation

By motion provide direction to and authorize staff to issue a Request for Proposals ("RFP") for administration of the City's Below Market Rate ("BMR") Program.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 1: Promote Housing, Economic and Workforce Development

Background

On February 5, 2019, by Resolution No. 5080, the City Council awarded the team of East Palo Alto Community Alliance and Neighborhood Development Organization ("EPACANDO") and the Bay Area Affordable Homeownership Alliance ("BAAHA"), together known as "the Contractor," a 3-year contract ("Agreement") totaling \$125,000 to administer the City's portfolio of Below Market Rate ("BMR") units. The BMR units were created out of development projects under the former

POLICY AND ACTION ITEM 9.1

Redevelopment Agency. The Agreement has three amendments, with the Third Amendment bringing the term to an end on May 9, 2024.

On July 20, 2021, Council authorized the First Amendment which added \$50,000 to the Agreement to cover costs related to Palo Mobile Estates loan administration, for a new not-to-exceed amount of \$175,000.¹

On May 12, 2022, via the Second Amendment to the Agreement, the City Manager approved the extension of the BMR Administration contract for an additional year until May 9, 2023. City Council also added, on December 6, 2022, an additional \$41,000 to the Agreement to administer the BMR portfolio, for a new not-to-exceed amount of \$216,000.²

On January 20, 2023, via the Third Amendment to the Agreement, the City Manager approved a final extension of the BMR Administration contract for an additional year until May 9, 2024.

Inclusionary Housing Ordinance

On November 19, 2019, the City Council adopted Ordinance No. 425 - Inclusionary Housing Ordinance (“IHO”), adding Chapter 18.37 to the City of East Palo Alto Municipal Code. The IHO applies to all new residential development and requires developments of five (5) or more units to provide 20% of the total units on-site at specified levels of affordability. The IHO also has alternative compliance options including an in-lieu fee, but a developer must request approval from the City Council to pursue the in-lieu fee payment as an Alternative Compliance Option.

Both rental and for-sale units produced by IHO developments are considered below market rate and should be monitored for compliance. Since adoption of the IHO, City staff have been responsible for management of rental units created by the IHO. Currently, there is only one unit; however, more rental units are anticipated to come online. The Agreement with the Contractor does not include management of BMR rental units. The BMR Administration contract also does not contain administrative fees, which may be covered under Municipal Code Section 18.37.090.C, which states that “The City Council, by resolution, may establish fees for the ongoing administration and monitoring of the *inclusionary units*, which fees may be updated periodically, as required.”

¹ See July 20, 2021 City Council meeting:
eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1420&Format=Minutes

² See December 6, 2022 City Council meeting:
eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1825&MinutesID=1574&FileFormat=pdf&Format=Minutes&MediaFileFormat=mpeg4

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As the term of the Agreement with Contractor comes to an end, the City is preparing to release a Request for Proposals (“RFP”) for management of the City’s BMR units. Staff recommends that this RFP include management of any new rental units produced from the IHO.

The purpose of this staff report is to provide a status report on the BMR Program and its administration by Contractor over the past five years, and to request guidance on a new procurement to be conducted to select a new Program administrator since the BMR Program could also include rental units and administration fees.

Analysis

East Palo Alto BMR Program

The City has a portfolio of Below Market Rate homeownership units resulting from Redevelopment Agency programs and the inclusionary housing policy that requires market rate developers to increase affordable units. These homeownership units typically have a resale restriction agreement between the City (as the successor to the former Redevelopment Agency) and the homeowner. The resale restriction agreement regulates the price at which the homeowner may resale the property and gives the City an option to purchase the home if the homeowner wishes to sell.

Following the dissolution of Redevelopment Agencies in 2011 and subsequent staffing cuts, the City had no consistent monitoring of its BMR units. Regular transactions such as refinances, loan subordinations, and resales required significant time and involvement of the City’s Community and Economic Development Department, Office of the City Attorney and outside counsel.

The City sought to build back capacity after several years of limited oversight and administration of its affordable housing portfolio and in 2018, the City Council directed staff to issue an RFP to identify a consultant to assist with creating a more efficient and cost-effective program.

The Contractor was selected to administer the City’s BMR units starting on May 10, 2019. Through an extensive review process of program file archives, the Contractor found that the City currently has 53 units in its BMR program. The Contractor monitors the existing portfolio, facilitates all enforcement activities, provides refinancing support, processes new sales and resales, provides property inspection and evaluation, and executes post purchase activities.

Current BMR Portfolio and Recommended Program Improvements

On February 1, 2024, the Contractor submitted an update stating that real estate transactions from 2019-2023 involved the following:

- No new BMRs

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- Three resales
- Four refinances
- Two title changes

BMR resale success is credited to East Palo Alto outreach and local preference policy. While monitoring is ongoing, homeowners complete notarized affidavits annually, affirming residency and familiarity with regulations. In most non-compliance cases, inquiries lead to detailed consultations.

There are currently 23 instances of non-compliance, involving 20 BMR homeowners (some of whom have multiple instances of non-compliance), as summarized in Table 1 below. Homeowners have been put on notice, warned of potential enforcement by the City, and are being counseled and assisted to come into compliance.

Table 1. BMR Compliance Concerns

Delinquent Down-Payment Assistance Loan	1
Non-Compliant Occupancy	4
Non-Compliant Refinance, Low Risk	13
Non-Compliant Refinance, Higher Risk	1
Non-Compliant Transfer to Living Trust or Family	4
Total	23

The Contractor provided observations and suggestions for moving forward with the BMR program. Table 2 summarizes these potential improvements and is based upon the past five years of experience administering the ownership BMR program:

Table 2. Recommended Program Improvements

Observations	Suggestions
The City's local preference policies which structure the lotteries for sale and resale of BMR home should be strengthened.	The City could strengthen the effect of its existing local preference point system by shifting from a "multiple chances lottery" to a "tiered lottery," as some other cities have. ³

³ Note that staff anticipate returning to City Council with draft Local Preference Guidelines that implement the City's local preference, and may recommend changes to the City's lottery system. A "multiple chances lottery" gives applicants one point for each preference, and an application is drawn from multiple options in a lottery, with those with more points having a greater amount of chances to be selected. A person with one preference point may have a chance to be selected for a BMR unit even if there are applicants with more preference points. A "tiered lottery" system provides every applicant an equal chance to be picked in the lottery, but applicants with the highest number of preference points are considered first, assuring that applicants with higher preferences have priority. City Council may consider which lottery system to use after further legal and policy analysis.

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BMR homeowners can end up feeling “trapped” in a home that is no longer well-matched to their family size.	Giving current BMR homeowners a first opportunity to buy new or resale BMRs could enable upsizing or downsizing. The homes thus vacated could be upgraded or redeveloped and could enable upgrading an outdated regulatory agreement.
The existing BMR regulatory agreements do not allow transfers to living trusts, even if consistent with BMR program intent.	Review and possibly revamp inheritance and trust provisions in the standard affordability agreement to enable ordinary living trusts.
Early versions of the regulatory agreement do not require homeowners to cooperate with monitoring and have other shortcomings.	As an incentive, offer a City loan for BMR upgrades. As a condition, require upgrade homeowners to enter into an up-to-date standard regulatory agreement.
As the BMR portfolio ages, homes need repair or remodeling. Upgrades require permission from City, and cost of upgrades may be added to the resale price. Nonetheless, there have been few upgrades.	
BMR program administration is not self-sufficient, but it could be.	A modest homeowner fee of \$10 per month, ramped up to \$100 over 10 years could cover costs if supplemented by a modest transaction fee for resales and refinances.
Although the number of rental units for which the City has regulatory authority and monitoring responsibility is small, it is growing. For example, some ADUs must be rented to income qualified tenants.	Consider combining the education and monitoring program for regulated BMR rental units with the similar program for ownership BMRs.

BMR Administration Add-Ons

The BMR Administration Program has been well-administered to date. During the initial three years of the contract (2019-2022), there were three resales, four refinances, one title change, and well over fifty consultations. During the one-year extension (2022-2023), the Contractor produced a BMR manual and distributed it to

POLICY AND ACTION ITEM 9.1

all BMR homeowners. During the second one-year extension (2023-2024), the Contractor addressed and resolved irregularities regarding BMR homes. As expressed in Table 1 above, there are still 23 instances of non-compliance, involving 20 BMR homeowners.

Additional BMR Administration Costs

Three categories of costs are included in Schedule B of the original 2019-2024 Agreement: startup costs, annual fixed costs, and annual variable costs based on tasks. The annual costs vary greatly and depend on the number of BMR resales and associated services. Start-up costs were accounted for as one-time expenses that will not need to be recreated by a new administrator.

Table 3. Proposed BMR Administration Costs

Item	Contractor Fee (EPACANDO/BAAHA)
Contract Set-Up	\$10,000 <i>(no longer applicable)*</i>
Annual Compliance Fee Per File	\$180
Inquiries	<i>Included in hourly fee</i>
Thorough Review of Each BMR File	<i>Included in hourly fee</i>
Fee per Resale (Program-driven, with waitlist)	\$1,500
Fee per Resale (Buyer-driven, no waitlist)	\$3,000
Marketing per Project on Website	<i>Included in hourly fee</i>
Per Lottery Fee	<i>Included in hourly fee</i>
Per Refinance Fee	\$500
Payoffs	\$500
Enforcement Activities (Estimate per Case)	\$550
Cost Per Workshop	\$300
Per Hour Fees	\$58 - \$127
Reimbursable Expenses	<i>Upon City authorization</i>

Staff anticipates lower costs to be added for the administration of BMR rental units, given that less paperwork is involved when there is a change in tenancy. Other BMR rental administration costs may include local preference policy implementation, annual income certification, assisting with marketing the units, and assisting developers in creating their own fair housing and marketing plans required by the IHO.

Staff currently anticipates an approximate 8 new rental BMR units and 7 ownership BMR units in the pipeline through its Inclusionary Housing Ordinance and CalHome Accessory Dwelling Unit/Junior Dwelling Unit Loan (“CalHome”) program.

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Table 4. Anticipated Inclusionary Housing Units in the BMR Administration Pipeline

Address	Inclusionary/ BMR Unit Count	Type	IHO Agreement Status	Planning Zoning Clearance Date	Building Permit Finaled Date	Certificate of Occupancy Issuance Date
923 Runnymede	1 ADU	Rental	Finalized	06/21/2021	11/08/2023	12/26/2023
2206 Lincoln	1 ADU	Rental	Finalized	08/03/2022	Still under review	N/A
990 Garden	2 Units (one four bedroom and one three bedroom)	Ownership	Pending	Anticipated April 2024	N/A	N/A
717 Donohoe	3 Units (3 bedrooms)	Ownership	Pending	Anticipated March 2024	N/A	N/A
1201 Runnymede	2 Units (3 bedrooms)	Ownership	Pending	Anticipated March 2024	N/A	N/A

Table 5. Anticipated CalHome Units in the BMR Administration Pipeline*

Address	Inclusionary/ BMR Unit Count	Type	Agreement Status	Planning Zoning Clearance Date	Building Permit Finaled Date	Certificate of Occupancy Issuance Date
1620 Notre Dame Ave	1 ADU	Rental	Finalized	04/17/2023	10/19/2022	12/26/2023
2269 Ralmar Ave	1 ADU	Rental	Finalized	05/01/2023	08/28/2023	N/A

*Note there are an additional four potential CalHome projects currently in the Planning or Building review stage that may increase the BMR rental count in 2024-2025.

BMR Administration Fees

At the April 5, 2022 regular City Council meeting,⁴ City Council expressed concern in the sustainability of the program, and asked staff to explore the option of having homeowners pay into this program in exchange for the benefit of participating in it.

East Palo Alto, like most cities with a BMR program, does not currently pass any program administration costs through to BMR homeowners. EPACANDO estimates the administrative fee for program participants would be \$75 to \$125 per unit per month. This would be a substantial cost for most low- or moderate-income BMR homeowners. Some cities charge an administrative fee and lower the price of the BMR unit accordingly. This would only be an option for new transactions.

⁴ See April 5, 2022 City Council meeting at: eastpaloalto.igm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1806&MinutesID=1524&FileFormat=pdf&Format=Minutes&MediaFileFormat=mpeg4

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Due to how costly an administrative fee would be on BMR homeowners, staff recommends that the City Council consider incorporating an administrative fee through its inclusionary housing in-lieu fee update process, as the IHO Ordinance permits for that and the City has not yet implemented this administrative fee since the IHO Ordinance adoption in 2019. This fee can be incorporated into the Inclusionary Housing In-Lieu Fees Update, reducing any administrative burden on the City or on the BMR administrator. City Council may consider establishing a nexus between the fee and the cost of the BMR administration, which is inherently an outcome of the IHO administration cost.

Local Preference Policy Implementation

On April 7, 2020, City Council adopted its Local Preference Policy and Framework.⁵ The BMR Administrator will also need to assist in implementing the City's Local Preference Policy on all BMR homes and rentals.

Proposed RFP Evaluation Criteria

Individuals and firms responding to the City's RFP (Respondents) are required to submit a proposal that thoroughly describes their experience, capacity, and ability to perform the services being sought by the City. Respondents could submit their qualifications to be considered for one or more of the defined service areas, which would be ranked/rated separately.

Proposals will be evaluated solely based on the Respondent's ability and capacity to perform the work outlined in the RFP, in the areas detailed in Table 6.

⁵ See April 7, 2020 City Council meeting:
eastpaloalto.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1070&MinutesID=1022&FileFormat=pdf&Format=Minutes&MediaFileFormat=mp4.

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Table 6. Evaluation Criteria

RFP Content Area	Description	Possible Points
Experience	Respondents shall demonstrate experience providing the services outlined in the RFP for public agencies, within a specific service area, with successful results. For example, if a Respondent applies for the Service Area about providing financial subsidies, that organization must have demonstrated experience managing similar programs.	60
Capacity to Perform	Respondents shall demonstrate the capacity in quantifiable ways to provide the services described in the RFP and to respond to the public, the City, and other stakeholders in a timely manner. Defined expectations for timeliness of service delivery and stakeholder communication should be outlined with the submittal.	40
Extra Credit Points	Local organizations (from the City of East Palo Alto) will receive bonus points.	5

Staff anticipate reviewing RFP submittals based on the most competitive pricing and qualifications in the scoring listed above. A draft of the RFP is attached for reference and staff would like to seek feedback on the following:

- Does the City Council wish to pass any program administration costs through to BMR homeowners? As previously discussed, staff does not recommend this.
- Does the City Council wish to pass any program administration costs through to IHO? Cities like Daly City, for example, charge between \$50-100 annually per BMR unit they administer. Note that rental BMR properties are also subject to the City's residential rental property business tax (2.5% of gross receipts). If this is desired, staff suggests these fees be implemented through the IHO and would return to Council with a recommended fee during the next IHO in-lieu fee update.
- Provided that increasing the scope of BMR Administration to rental inclusionary units will increase administrative costs, is Council willing to allocate an additional amount per unit, to be determined after RFP submittals, to cover these costs?

POLICY AND ACTION ITEM 9.1

Next Steps

City staff will review and evaluate any timely submitted proposals and will recommend a proposal for award to the City Council in before the expiration of the current contract. If directed by Council, staff will propose an administrative fee in the next IHO in-lieu fee update.

Fiscal Impact

There is no fiscal impact for this item. Staff anticipates that Request for Proposals will range between \$40,000-\$120,000 in administrative costs, but staff will return to Council for final approval of funds and revenue sources, including General Fund and special revenue allocations. If City Council chooses to look into issuing a fee to sustain the BMR administration program, staff must ensure that the additional fee is permissible under state and federal laws.

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 entitlement involves a contract that is proposed to be competitively bid, the Levine Act is not applicable.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Draft RFP BMR Administration
2. EPACANDO BMR Status Report

Draft RFP for BMR Administration

Purpose of This Request for Proposal (RFP)

The purpose of this RFP is for the City of East Palo Alto (City) to identify a partner to administer all aspects of its existing Below Market Rate (BMR) program. The selected entity will be responsible for administrative activities including, but not limited to:

1. Acting as the main point of contact for existing BMR owners.
2. Processing refinance, for-sale, for-rent, resale, and other real estate related transactions related to the BMR portfolio on behalf of the City.
3. Annual monitoring of the BMR portfolio.
4. Enforcement activities associated with annual monitoring activities.

Key Items to Address in Response

The City desires a time-and-materials contract with a professional consulting firm with the necessary expertise to provide ongoing administration of the City's BMR program. Key elements of the response should include:

1. A description of the respondent's experience and expertise administering BMR programs for public agencies, including the following detail:
 - a. Experience underwriting, processing, and closing BMR transactions on behalf of a public agency;
 - b. Experience providing monitoring services for BMR units on behalf of a public agency;
 - c. Experience acting as the primary program representative with the community on behalf of a public agency;
 - d. Experience would be within the last three years and respondent must demonstrate that the organization could perform immediately; and
 - e. A list of contacts in those agencies.
2. Compensation. Respondent shall provide detailed information regarding the compensation that respondent would expect to receive for each service outlined in this RFP. Respondent shall also provide the hourly fee schedule for items that may be on a time and materials basis. The compensation schedule should be provided in menu format, specifying an itemized cost/value that correlates to each proposed service to be rendered. For example:

- d. \$150 for each for-sale file monitored annually
- e. \$100 for each rental file monitored annually
- f. \$500 per refinance
- g. \$1,500 per resale

Also, respondent shall provide an estimate for the upfront start-up costs of establishing the program, if any.

- 3. A list of any additional relevant services (on a time-and-material basis) that respondent could provide if desired by the City, such as realtor services, grant writing, file digitizing, and identifying project funding sources.

Proposed Evaluation Criteria

The City will evaluate proposals solely based on respondent's ability to perform the work outlined in this RFP, in two scored areas:

RFP Content Area	Description	Possible Points
Experience	Respondent shall demonstrate experience administering BMR programs for public agencies, with successful results.	60
Capacity to Perform	Respondent shall demonstrate the capacity to respond to the public, the City, and other stakeholders in a timely manner. In addition, Respondent shall have the capacity to process, close, and otherwise facilitate numerous transactions related to the City's BMR program at any given time.	40
Extra Credit Points	Local organizations (from the City of East Palo Alto) will receive bonus points.	5



Date: January 30, 2024
 To: Yajaira Morales, Housing Manager
 From: Duane Bay
 Subject: Below-Market-Rate (BMR) Program Update

Background

The City of East Palo Alto established its Below Market Rate homeownership program in 2000, coincident with completion of the University Square subdivision, in which 22 of 217 new homes were BMR. Gradually, 38 more homes went into the program, but seven were lost through breach of the resale restrictions or through foreclosure during the nationwide mortgage crisis, resulting in a stable inventory of 53 homes by 2014.

For the first few rapid-growth years, the program was administered by EPACANDO. Then, as new sales became sporadic, the City took administration in-house. In 2019, facing an emergent, fraught resale situation, the City issued a Request for Proposals for a third-party program administrator. The team of EPACANDO (the local “front-office”) and the Bay Area Affordable Homeownership Alliance (a more experienced regional “back-office”) was selected and awarded a 3-year contract with two optional one-year extensions.

The purpose of this report is to provide an update on program operations since the previous update report in February 2022, and to offer some experience-based observations.

Current Operations

Operations comprise transactions, monitoring, education, counseling, and enforcement.

Transactions. Real estate transactions include marketing new BMRs, conducting resales, and processing refinances, title changes and general inquiries. During the five years 2019-2023, there have been no new BMRs to market, three resales, four refinances, and two title changes. For each of the three BMR resales conducted, more than 50 households applied, more than 25 households qualified for the lottery, and the ultimately successful buyer was an East Palo Alto resident. This result is attributable to focused outreach to current and former East Palo Alto residents, and to the City’s strong local preference policy. Other transactional work has been low in total volume, although demanding substantial, timely attention when called for.

Monitoring, Education, Counseling. The 2024 annual monitoring is underway. Each year, each homeowner is asked to complete a notarized affidavit to confirm residency and acknowledge familiarity with program regulations in their Affordability Agreement and 50-page BMR

Homeownership Manual (published in 2022). A property profile is also downloaded annually to detect any newly recorded documents. Most BMR homeowners are in compliance, and many express gratitude for the program. Monitoring frequently stimulates questions about regulations—most notably about renting rooms, remodeling, refinancing or change of title—which often leads to detailed consultation.

Enforcement. Although many irregularities have been addressed and resolved, there are still 23 instances of non-compliance, involving 20 BMR homeowners, as summarized in the table below. Homeowners have been put on notice, warned of potential enforcement by the City, and are being counseled and assisted to come into compliance. A synopsis of status and next steps for each case has been submitted under separate cover as it contains homeowners' private personal information.

Briefly: one homeowner has refused to come current on a small loan from the City in 2001; for four homeowners, the required ten-months-per-year occupancy is questionable and or they may be renting out; 14 homeowners refinanced many years ago without permission from the City, 13 of them are not over-financed now, but one owes more than the deed-restricted resale value of their BMR home; four homeowners have transferred title to a living trust or relative without permission.

Compliance Concerns

Delinquent Down-Payment Assistance Loan	1
Non-Compliant Occupancy	4
Non-Compliant Refinance, Low Risk	13
Non-Compliant Refinance, Higher Risk	1
Non-Compliant Transfer to Living Trust or Family	4
Total	23

Considerations Going Forward

Program Growth. The City Council has consistently expressed interest in expanding the supply of permanently affordable ownership housing in the City. BMR program growth depends on construction of new for-sale homes in developments covered by the City's Inclusionary Housing Ordinance. The ordinance requires, in general, that 20% of new for-sale homes go into the BMR program.

Future Challenges and Opportunities. The chart below summarizes observations and suggestions for program operation going forward, based on five years of experience administering the ownership BMR program.

Observations	Suggestions
The City’s local preference policies which structure the lotteries for sale and resale of BMR home are strong. They even recognize displacement. But they could be stronger.	The City could strengthen the effect of its existing local preference point system by shifting from a “multiple chances lottery” to a “tiered lottery,” as some other cities have.
BMR homeowners can end up feeling “trapped” in a home that is no longer well-matched to their family size.	Giving current BMR homeowners a first opportunity to buy new or resale BMRs could enable upsizing or downsizing. The homes thus vacated older could be upgraded or redeveloped, and could enable upgrading an outdated regulatory agreement.
The existing BMR regulatory agreements do not allow transfers to living trusts, even if consistent with BMR program intent.	Review and possibly revamp inheritance and trust provisions in the standard affordability agreement to enable ordinary living trusts.
Early versions of the regulatory agreement do not require homeowners to cooperate with monitoring, and have other shortcomings.	As an incentive, offer a City loan for BMR upgrades. As a condition, require upgrade homeowners to enter into an up-to-date standard regulatory agreement.
As the BMR portfolio ages, homes need repair or remodeling. Upgrades require permission from City, and cost of upgrades may be added to the resale price. Nonetheless, there have been few upgrades.	
BMR program administration is not self-sufficient, but it could be.	A modest fee of \$10 per month, ramped up to \$100 over 10 years could cover costs if supplemented by a modest transaction fee for resales and refinances.
Although the number of rental units for which the City has regulatory authority and monitoring responsibility is small, it is growing. For example, some ADUs must be rented to income qualified tenants.	Consider combining the education and monitoring program for regulated BMR rental units with the similar program for ownership BMRs.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: February 20, 2023
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: James Colin, City Clerk
SUBJECT: Letter from Councilmember Ruben Abrica

Recommendation

Present the letter submitted by Councilmember Ruben Abrica.

Attachments

1. Letter

Tuesday February 20, 2024
Agenda Item: Council Reports
Regular Council Meeting of February 20

TO: East Palo Alto City Council

From: Council Member Ruben Abrica

RE: Request for Council to give direction to place item on agenda

I am making a brief report and making a request of council members to give direction to staff whether to place an item on a future agenda or not.

I have followed protocol as outlined in the Code of Conduct for the Council to request that an item on COPA, Community Opportunity to Purchase Act (specifically excluding single homes). I made that request to the Mayor and the agenda committee. I waited almost two months and never got an answer from Mayor Lopez. I wrote a letter to that effect and finally I received an answer

Mayor Lopez has indicated he is not inclined to put it on the agenda and claimed that there was some Brown Act reason for not discussing it. I am at a loss what that reason is since presumably the agenda committee is empowered to discuss any and all issues that may appear on a future agenda, including requests made by a council member or a member of the public.

Over the years it has been the practice and tradition in the City of East Palo Alto for the Mayor to grant requests from fellow council members to place an item on the agenda as a matter of courtesy. We are a general law city where the Mayor has no separate dictatorial powers to simply veto an item of interest to a colleague or a member of the public, for that matter.

Given this situation, I am now following what has also been the practice and custom in our local government. And that is to request in the public under council reports that council members opine on whether the item requested by a colleague is to be considered at a future agenda or not.

Therefore, I respectfully submit my request that an item be placed on a near future agenda to deliberate and decide whether or not the City Council wants to consider a COPA ordinance, excluding single homes.

thank you

Ruben Abrica, Council Member

