



EAST PALO ALTO CITY COUNCIL REGULAR SESSION AGENDA

Tuesday, October 1, 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/86342535497>

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: 863 4253 5497

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

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

2. **APPROVAL OF THE AGENDA**

3. **APPROVAL OF CONSENT CALENDAR**

3.1 **Everon LLC / ADT Commercial Alarm Company**

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to negotiate, award, and execute an agreement with Everon LLC / ADT Commercial Alarm Company in a form approved by the City Attorney, for an amount of \$17,500 annually, plus CPI increases for a contract term of ten (10) years and a not-to-exceed contract amount of \$175,500; and
2. Waiving the formal bid procedure pursuant to East Palo Alto Municipal Code (EPAMC) Section 2.84.070(D).

3.2 **Proposed Increase to the City's Local Minimum Wage by the Consumer Price Index**

Recommendation:

Adopt a resolution:

1. Increasing the Local Minimum Wage of \$17.45 per hour for all employers in the City of East Palo Alto to be effective January 1, 2025; and
2. Directing staff to finalize and distribute a bulletin concerning the change to employers in the City of East Palo Alto.

3.3 **Monthly Cash Treasury Report for August 2024**

Recommendation: Accept and file the Cash Treasury Report for the month of August 2024.

3.4 **Trash Capture Devices Installation Project (City Project No. SD-09)**

Recommendation:

1. Authorizing the City Manager to negotiate, award, and execute an agreement with Schaaf & Wheeler Consulting Civil Engineers, in a form approved by the City Attorney, for a contract amount of \$226,036, and to establish a 10% contingency of \$22,603.60, for a total not-to-exceed amount of \$248,639.60 for professional engineering services to complete the design of the East Palo Alto Trash Capture Device Installation Project (SD-09);

2. Appropriating \$248,639.60 from the capital fund to fund the project.

3.5 **HEART Housing Staff Augmentation**

Recommendation: Adopt a resolution:

1. Authorizing the City Manager to negotiate and execute a First Amendment to the Principal Agreement with Housing Endowment and Regional Trust of San Mateo County (“HEART”) for HEART Shared Housing Staff, in a form approved by the City Attorney, for an amount not-to-exceed \$79,000; and
2. Authorizing the City Manager to award, negotiate and execute a one-year agreement in an amount not-to-exceed of \$131,500 with HEART, in a form approved by the City Attorney, with the possibility of two one-year extensions, for Temporary Housing Staff support; and
3. Waiving the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D), as to item 2 above; and
4. Finding that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

3.6 City Council Meeting Minutes

Recommendation:

Adopt the September 17, 2024, City Council Meeting Minutes.

3.7 Proclamation of the City of East Palo Alto Declaring September 28th as Zakiya Carr Johnson Day

4. **CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **INFORMATIONAL REPORTS**
7. **SPECIAL PRESENTATIONS**
8. **PUBLIC HEARINGS**
9. **POLICY AND ACTION**

9.1 Residential Rental Property Registry – Selection of Registry Developer

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate and execute a three-year contract with OpportunitySpace, Inc. (doing business as Tolemi), in a form approved by the City Attorney, in an amount not to exceed \$150,000 annually and with two one-year extensions at the sole discretion of the City Manager to develop and maintain a residential rental property registry (rent registry) for the City of East Palo Alto; and
2. Finding the proposed action does not constitute a “project” with the

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

9.2 Strategic Priorities and Work Plan RFP

Recommendation:

1. Provide feedback to staff as to whether the Strategic Priorities should be for four or six years; and
2. Adopt a resolution:
 - a. Authorizing the City Manager to issue a request for proposals (RFP) for City of East Palo Alto Strategic Plan and Work Plan (to return to Council for award); and
 - b. Finding the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

10. COUNCIL REPORTS

11. ADJOURNMENT

Upcoming meetings:

Regular Meeting	October 15, 2024	6:30 PM
Regular Meeting	November 5, 2024	6:30 PM
Special Meeting	November 12, 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: September 24, 2024

ATTEST:

James Colin

City Clerk



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 01, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Jay Farr, Public Works Maintenance Manager

SUBJECT: Everon LLC / ADT Commercial Alarm Company

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate, and execute an agreement with Everon LLC / ADT Commercial Alarm Company in a form approved by the City Attorney, for an amount of \$17,500 annually, plus CPI increases for a contract term of ten (10) years and a not-to-exceed contract amount of \$175,500; and
2. Waiving the formal bid procedure pursuant to East Palo Alto Municipal Code (EPAMC) Section 2.84.070(D). ADT Security installed the equipment in these facilities and has been providing services for approximately 20 years. Over this time, ADT has ensured the systems remain up-to-date and fully functional, delivering consistent monitoring and security support to meet the evolving needs of the facilities.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 1: Enhance public Safety and Emergency Preparedness

Background

Everon LLC (Everon), formally known as ADT Commercial Alarm Company, has been providing alarm monitoring and fire alarm system for various City of East Palo Alto (City) facilities for approximately twenty years. The company has maintained a long-standing relationship with the City, ensuring the safety and security of critical public spaces.

The specific facilities serviced by Everon include:

- **Senior Center facility at 560 Bell St.:** Everon manages the Intrusion Alarm System, Fire Alarm System, and Fire Sprinkler System.
- **Police Department at 141 Demeter St.:** Everon manages the Fire Alarm System and Fire Sprinkler System.
- **Martin Luther King Jr. Park Concession Building at 454 Daisy Ln.:** The facility is equipped with an Intrusion Alarm Monitoring System managed by Everon.

Analysis

Everon, previously operating under the name ADT Commercial alarm company, is the current vendor providing alarm and fire alarm system monitoring services for several key facilities within the City. The company has been providing alarm monitoring services and fire alarm inspections for approximately twenty years. There is currently no contract in place with this vendor to provide these services.

The purpose of this staff report is to memorialize the relationship with the vendor through a long-term contract and ensure the City possesses the required insurance documents. No new services or new alarms are being proposed.

The company's long tenure as a service provider highlights its reliability and the trust placed in it by the City. These services are critical to the safety and protection of both public assets and the residents who utilize these facilities.

CONSENT ITEM 3.1

Facilities	Address	Annual Intrusion Alarm Monitoring	Annual Fire Alarm Monitoring	Annual Fire Alarm Inspections	Quarterly Sprinkler Inspections	Annual Sprinkler Inspection	Annual Cost
Senior Center	560 Bell St	\$1,081.20	\$ 771.96	\$ 1,321.08	\$ 1,200.00	\$ 804.00	\$ 5,178.24
Police Department	141 Demeter St.	N/A	\$ 978.60	\$ 3,165.12	\$ 1,200.00	\$ 900.00	\$ 6,243.72
Martin Luther King Jr. Park Concession Building	435 Daisy Lane	\$ 924.49	N/A	N/A	N/A	N/A	\$ 924.49
Parts, Equipment replacement & service calls	Contingency						\$ 5,153.55
					Total Annual Cost		\$ 17,500.00

The total cost for these services is \$17,500 annually, plus annual CPI increases. The contract will commence upon execution and remain in effect for an initial term of ten years with the option to extend the contract for up to three additional one-year terms, contingent upon satisfactory performance and mutual agreement by all parties involved.

Because this is a “clean-up” effort to provide such services under a contract, but staff is not proposing new alarms or new services, this is a special circumstance under EPAMC Section 2.84.070(D), and thus, the City Manager recommends disregarding bid procedures.

Fiscal Impact

The annual allocation of \$17,500 for Everon LLC / ADT Commercial alarm company has been budgeted and is available under the Public Works Maintenance General Fund Code 010-71500-5424. These funds are designated for maintaining the security systems across City’s facilities, ensuring they are up-to-date and fully operational throughout the fiscal year.

Public Notice

Notice of this agenda item was provided to the public by posting the City Council agenda on the City’s bulletin outside City Hall, as well as by making the agenda and report available on the City’s website and at the San Mateo County Library, located at 2415 University Avenue, East Palo Alto.

Environmental

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

Government Code § 84308

Applicability of Levine Act: No.

Analysis of Levine Act Compliance: Not applicable.

Attachments

Resolution

RESOLUTION NO. XX– 2024

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

(1) AUTHORIZING THE CITY MANAGER TO NEGOTIATE, AWARD, AND EXECUTE AN AGREEMENT WITH EVERON LLC/ADT COMMERCIAL ALARM COMPANY, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR AN AMOUNT OF \$17,500 ANNUALLY PLUS CPI INCREASES FOR A CONTRACT TERM OF TEN (10) YEARS AND A NOT-TO-EXCEED CONTRACT AMOUNT OF \$175,500; AND (2) WAIVING FORMAL BID PROCEDURES PURSUANT TO EAST PALO ALTO MUNICIPAL CODE (EPAMC) SECTION 2.84.070(D)

WHEREAS, Everon LLC, formally known as ADT Commercial Alarm Company is the current vendor and has been providing alarm monitoring and fire alarm system for various City of East Palo Alto facilities for approximately twenty years; and

WHEREAS, the company has maintained long-standing relationship with the City, ensuring the safety and security of critical public spaces; and

WHEREAS, the specific facilities serviced by Everon LLC include the Senior Center, Police Department, and Martin Luther King Jr. Park Concession Building; and

WHEREAS, the total cost for these services shall not exceed \$17,500 annually, including annual CPI increases; and

WHEREAS, the annual allocation of \$17,500 for Everon LLC / ADT Commercial alarm company has been budgeted and is available under the Public Works Maintenance General Fund; and

WHEREAS, because this is a “clean-up” effort to provide such services under a contract, but no new alarms or services are being proposed, this is a special circumstance under EPAMC Section 2.84.070(D), and thus, the City Manager recommends disregarding bid procedures.

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

1. Authorizes the City Manager to negotiate, award, and execute an agreement with Everon LLC / ADT Commercial Alarm Company, in a form approved by the City Attorney, for an amount of \$17,500 annually plus CPI increases for a contract term of ten (10) years and a not-to- exceed contract amount of \$175,500.
2. Allows the City Manager the option to extend the contract for up to three (3) additional one-year terms, upon mutual agreement by all parties involved.
3. Waives the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D).

PASSED AND ADOPTED this 1st day of October 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



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Amy Chen, Community & Economic Development Director
Jiewen Mei, Management Analyst I

SUBJECT: Proposed Increase to the City's Local Minimum Wage by the Consumer Price Index

Recommendation

Adopt a resolution:

1. Increasing the Local Minimum Wage of \$17.45 per hour for all employers in the City of East Palo Alto to be effective January 1, 2025; and
2. Directing staff to finalize and distribute a bulletin concerning the change to employers in the City of East Palo Alto.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

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

Background

According to MIT, which calculates the living wage costs by county across the country, a living wage for two working adults with two children in San Mateo County is \$61.62. That is because, for that same four-member family, the current annual cost of housing is \$44,758, the current annual cost of food is \$15,364, the current annual cost of transportation is \$18,724, and the current annual cost of medical care is \$10,180, among other expenses. For more details, or to see the cost of living in other counties or in San Mateo County for other family configurations, please refer to <https://livingwage.mit.edu/>.

CONSENT ITEM 3.2

On September 1, 2020, the City Council adopted an ordinance, set forth as Attachment 2 to this staff report, a Local Minimum Wage Ordinance (LMWO), codified at East Palo Alto Municipal Code (EPAMC) Section 5.10.010 et seq., of \$15 per hour for all employers in the City of East Palo Alto to be effective January 1, 2021. Each year the hourly rate increases are adjusted annually by the Consumer Price Index (CPI).

On October 3, 2023, the City Council adopted a resolution confirming the Local Minimum Wage was increased to \$17.10. On November 7, 2023, an updated resolution updating the Local Minimum Wage to \$17.00 was adopted after a rounding error was corrected. The \$17 per hour minimum wage became effective on January 1, 2024 and a City webpage was created to describe the Ordinance adopted and to make updated materials available online (Webpage link: <https://www.ci.east-palo-alto.ca.us/econdev/page/local-minimum-wage>). The purpose of this staff report is to provide an update to City Council on the annual increase that will take place on January 1, 2025.

Analysis

An escalator was built into the LMWO so that the hourly wage can be simply updated each year. Section 5.10.030.B of the East Palo Alto Municipal Code provides:

“Beginning on January 1, 2022, and each January thereafter, the minimum wage shall increase by a percentage amount equal to the prior year’s increase, if any, in the Consumer Price Index (CPI) for San Francisco-Oakland-San José, as determined by the United States Department of Labor. The change shall be calculated by using the August to August change in the CPI to calculate the annual increase, if any, and rounded to the nearest nickel. A decrease in the CPI shall not result in a decrease in the minimum wage.”

On September 11, 2024, City staff accessed the Consumer Price Index for the San Francisco Area¹, and the report shows area prices were down 0.5 percent over the past two months, up 2.7 percent from a year ago. Prices in the San Francisco area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), declined 0.5 percent for the two months ending in August 2024, the U.S. Bureau of Labor Statistics reported (see attachment 3 for further tables and information).

Using this CPI report, the updated Local Minimum Wage calculation is as follows:

$$\$17.00 \times 2.7\% = \$0.4590$$

$$\$0.4590 \text{ is rounded to the nearest nickel} = \$0.45$$

$$\$17.00 + \$0.45 = \$17.45$$

¹ Western Information Office, U.S. Bureau of Labor Statistics (bls.gov) Consumer Price Index, San Francisco Area August 2024:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm

Next Steps

The City must publish and make available to employers a bulletin notice announcing the adjusted minimum wage rate by November 1st, in order to take effect January 1 of the following year (EPAMC section 5.10.040A.). Staff are drafting outreach materials to inform the business community and other stakeholders of the new requirements related to the LMWO. Please see draft bulletin notice under Attachment 4 of this staff report.

Update on Assembly Bill 257(The FAST Act)

On September 5, 2022, the Governor signed AB 257, or the FAST Act, also known as Fast Food Recovery Act. AB 257 was proposed to go into effect in January 2023; however, the bill was placed on temporary hold due to a statewide referendum. After some negotiation, supporters of the initiative withdrew in favor of AB 1228, which the Governor signed into law late last year. AB 1228 Repeals the FAST Act, but effectuates many of its chief provisions, including setting a minimum wage for fast food establishments at \$20 per hour (eff.: April 1, 2024), and the establishment of a Fast Food Council with authority to establish minimum standards for the fast-food industry on wages, working hours, and other working conditions related to employees' health, safety, and welfare. Now that AB 1228 is the law of our state, the minimum wage for eligible workers is \$20 per hour, and as such City staff will update the City's website, accordingly.

November Election: Proposition 32 (State Minimum Wage)

This November, voters will also consider whether to raise the state's minimum wage. Per the voter guide for this measure, for employers with 26 or more employees the state minimum wage will become **\$17 immediately**, and **\$18 on January 1, 2025**, whereas for employers with 25 or fewer employees, it increases to **\$17 on January 1, 2025**, **\$18 on January 1, 2026**.

Although state law still provides tolerates higher local minimum wages, Chapter 5.10 (Minimum Wage Ordinance), states "All requirements and provisions of this chapter shall be preempted and ineffective if the state minimum wage is or becomes greater than the minimum wage established by this chapter." Whether the City's minimum wage would be preempted depends on whether Prop 32 passes and how quickly state law will outpace the City's rate of increase. For example, if Prop 32 passes, local and state minimum wage would be the same. However, on January 1, 2025, state minimum wage would overtake the City's as it would become \$18 per hour for employers with 26 or more employees. The City's minimum wage would not immediately be preempted for employees with 25 or fewer employees on January 1, 2025 (as the local minimum wage would be more than \$17), but state law could overtake our local minimum wage if the CPI is at or below the CPI change for next year's increase (2.7%) because on January 1, 2026, the state minimum wage would jump to \$18 (whereas the local minimum wage would still be around \$17.90). And since each law (state and local) has a CPI escalator, it is possible our ordinance would fail to catch up, making preemption permanent as a practical matter. Significantly, Prop 32 does not appear to preclude local regulation in this area, which is well-established both in case law and Labor Code (e.g., Section 1205).

CONSENT ITEM 3.2

In summary, staff will revisit the issue of preemption after the election and as the minimum wage ordinance is implemented yearly (i.e., calculating the minimum wage). Certainly, as to national fast-food workers in the City, the City's minimum wage would yield state law (AB 1228).

Fiscal Impact

There is no fiscal impact associated with the contents of this staff report.

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.

Attachments

1. Resolution
2. Local Minimum Wage Ordinance
3. News Release of U.S. Bureau of Labor Statistics Report
4. DRAFT LMWO Noticing Materials for 2025

RESOLUTION NO. XX – 2024

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

ADJUSTING LOCAL MINIMUM WAGE RATE TO BE EFFECTIVE JANUARY 1, 2025

WHEREAS, on September 1, 2020, the City Council adopted the Local Minimum Wage Ordinance (codified at Section 5.10.010 et seq. of the East Palo Alto Municipal Code); and

WHEREAS, the Local Minimum Wage Ordinance provides that beginning on January 1, 2022, and each January thereafter, the minimum wage shall increase by a percentage amount equal to the prior year's increase, if any, in the Consumer Price Index for San Francisco-Oakland-San José, as determined by the United States Department of Labor; and

WHEREAS, the Consumer Price Index for the San Francisco Area, August 2024 report, from the United States Bureau of Labor Statistics shows area prices rose 2.7 percent from August 2023; and

WHEREAS, the Local Minimum Wage Ordinance provides that by November 1 of each year the City shall publish and make available to employers a bulletin announcing adjustments to the minimum wage rate to take effect January 1 of the following year.

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. Adjusts the Local Minimum Wage of \$17.45 per hour for all employers in the City of East Palo Alto to be effective January 1, 2025;
3. Directs staff to finalize and distribute a bulletin concerning the change to employers in the City of East Palo Alto; and
4. Find that proposed action does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15378 (b)(5), in that it is a government administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney

Chapter 5.10 - MINIMUM WAGE ORDINANCE

5.10.010 - Title and purpose.

- A. This chapter shall be known as the "minimum wage ordinance."
- B. The purpose of this chapter is to protect the public health, safety and welfare. It does this by requiring that employers or their respective subcontractors compensate their employees in such a manner as to enable and facilitate their individual self-reliance within the City of East Palo Alto. Therefore, this ordinance adopts a new chapter of the East Palo Alto Municipal Code authorizing a minimum wage within the City of East Palo Alto.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.020 - Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. "Calendar week" shall mean a period of seven consecutive days starting on Sunday.
- B. "City" means the City of East Palo Alto.
- C. "Employee" means any person who:
 - (1) In a calendar week performs at least two hours of work within the geographic boundaries of the City for an employer; and
 - (2) Qualifies as an employee entitled to payment of a minimum wage from any employer under the California Minimum Wage Law, as provided by the State of California Industrial Welfare Commission.
- D. "Employer" means any person (including a natural person, corporation, non-profit corporation, general partnership limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality or any other legal or commercial entity, whether domestic or foreign) who directly or indirectly (including through the services of a temporary services or staffing agency or similar entity) employs or exercises control over the wages, hours, or working conditions of any employee.
- E. "Minimum wage" shall have the meaning set forth in Section 5.10.030 of this chapter.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.030 - Minimum wage.

Employers shall pay employees no less than the minimum wage set forth in this chapter for each hour worked within the geographic boundaries of the city.

- A. On January 1, 2021, the minimum wage shall be an hourly rate of fifteen dollars (\$15.00).
- B. Beginning on January 1, 2022, and each January thereafter, the minimum wage shall increase by a percentage amount equal to the prior year's increase, if any, in the Consumer Price Index (CPI) for San Francisco-Oakland-San José, as determined by the United States Department of Labor. The change shall be calculated by using the August to August change in the CPI to calculate the annual increase, if any, and rounded to the nearest nickel. A decrease in the CPI shall not result in a decrease in the minimum wage.
- C. An employer may not deduct an amount from wages due an employee on account of any tip or gratuity, or credit the amount or any part thereof, of a tip or gratuity, against, or as part of, the wages due the employee from the employer.
- D. No employer may fund increases in compensation required by this chapter, nor otherwise respond to the requirements of this chapter, by reducing the wage rate paid to any employee, nor by increasing charges to them for parking, meals, uniforms or other items, nor by reducing the citation or other non-wage benefits of any such employee, nor by increasing the share any employee pays towards her/his benefits, except to the extent such prohibition would be pre-empted by the Federal Employee Retirement Income Security Act.
- E. A violation for unlawfully failing to pay the minimum wage shall be deemed to continue from the date immediately following the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full.
- F. All requirements and provisions of this chapter shall be preempted and ineffective if the state minimum wage is or becomes greater than the minimum wage established by this chapter.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.040 - Notice and posting.

- A. By November 1 or each year, the city shall publish and make available to employers a bulletin announcing the adjusted minimum wage rate, to take effect January 1 of the following year. In conjunction with this bulletin, the city shall provide employers a notice suitable for posting in the workplace, informing employees of the current minimum wage rate and of their rights under this chapter. The notice shall be printed in English, Spanish, and other languages as provided in any implementation regulations under this chapter. Employers shall post these notices in a

conspicuous place in the workplace or job site where it will be seen by all employees. Employers' use of such notice shall constitute compliance with this subsection. Failure to post such notice shall constitute a violation of this chapter.

- B. Each employer shall give written notification to every current employee, and to each new employee at time of hire, of his or her rights under this chapter, and the name, address, and phone number of the employer. The notification shall be printed in English, Spanish, and other languages as provided in any implementation regulations under this chapter.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.050 - Implementation and payroll records.

- A. The city manager, or designee, may promulgate regulations for the implementation and enforcement of this chapter. Any regulation promulgated by the city shall have the force and effect of law and may be relied on by employers, employees, and other parties to determine their rights and responsibilities under this chapter. Any regulations may establish procedures for ensuring fair, efficient and cost-effective implementation of this chapter, for monitoring employee compliance with this chapter, and for providing administrative hearings or determining whether an employer has violated the requirements of this chapter.
- B. Nothing herein shall preclude the city council from imposing a cost recovery fee on all employers to pay the cost of administering this chapter.
- C. Employers shall retain payroll records for a period of three years, and shall allow the city access to these records, with appropriate notice and at a mutually agreeable time, to monitor compliance with this chapter.
- D. Where an employer fails to retain adequate payroll records documenting wages paid, or does not allow the city reasonable access to such records, an employee's account is presumed accurate, absent clear and convincing evidence otherwise.
- E. An employee or any other person may report to the city in writing any suspected violation of this chapter.
- F. The city shall be responsible for investigating any possible violations of this chapter by an employer or other person. The city shall have the authority to inspect workplaces, interview persons, and request the city attorney to subpoena books, papers, records or other items relevant to the enforcement of this chapter.
- G. The city shall make every effort to resolve complaints informally, in a timely manner.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.060 - Enforcement.

- A. Where prompt compliance is not forthcoming, the city shall take any appropriate enforcement action to secure compliance. In addition to all other civil remedies, the city may enforce this chapter pursuant to Chapter 1 of the East Palo Alto Municipal Code. To secure compliance, the city may use the following enforcement measures:
1. The city may issue an administrative citation with a fine of not more than fifty dollars (\$50.00) for each day or portion thereof and for each employee or person as to whom the violation occurred or continued.
 2. The city may issue an administrative compliance order.
 3. The city may initiate a civil action for injunctive relief and damages and civil penalties in a court of competent jurisdiction.
- B. Any person aggrieved by a violation of this chapter, any entity a member of which is aggrieved by a violation of this chapter, or any other person or entity acting on behalf of the public as provided for under applicable state law may bring a civil action in a court of competent jurisdiction against the employer or other person violating this chapter and, upon prevailing, shall be awarded reasonable attorneys' fees and costs and shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, the payment of any back wages unlawfully withheld, the payment of an additional sum as a civil penalty in the amount of fifty dollars (\$50.00) to each employee or person whose rights under this chapter were violated for each day that the violation occurred or continued, reinstatement in employment, and/or injunctive relief.
- C. This section shall not be construed to limit an employee's right to bring legal action for a violation of any other laws concerning wages, hours, or other standards or rights, nor shall exhaustion of remedies under this chapter be a prerequisite to the assertion of any right.
- D. Except where prohibited by state or federal law, city agencies or departments may revoke or suspend any registration certificates, permits, or licenses held or requested by the employer until such time as the violation is remedied.
- E. The remedies for violation of this chapter include, but are not limited to:
1. Reinstatement, and the payment of back wages unlawfully withheld, and the payment of an additional sum as a civil penalty in the amount of fifty dollars (\$50.00) to each employee or person whose rights under this chapter were violated for each day or portion thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this code or state law.
 2. Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Sec. 3289 of the California Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Sec. 200) of Division 2 of the California

Labor Code, to the date the wages are paid in full.

3. Reimbursement of the city's administrative costs of enforcement and reasonable attorney's fees.

- F. If a repeated violation of this chapter has been finally determined, the city may require the employer to post public notice of the employer's failure to comply in a form determined by the city.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.070 - Retaliation prohibited.

- A. It shall be unlawful for an employer or any other party to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this chapter. Rights protected under this chapter include, but are not limited to: the right to file a complaint or inform any person about any party's alleged noncompliance with this chapter; and the right to inform any person of his or her potential rights under this chapter and to assist him or her in asserting such rights. Protections of this chapter shall apply to any person who mistakenly, but in good faith, alleges noncompliance with this chapter.
- B. Taking adverse action against a person, including, without limitation, terminating employment, within one hundred twenty days (120) days of the person's exercise of rights protected under this chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights, unless there is clear and convincing evidence of just cause for such discharge.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.080 - Waiver through collective bargaining.

- A. Except for employees in the property services industry (i.e., janitors, landscapers, groundskeepers, and security guards), the provisions of this chapter may be waived in whole or in part with respect to employees covered under a collective bargaining agreement if all of the following circumstances apply:
 1. Both parties to the collective bargaining agreement agree in writing to such waiver in whole or in part; and
 2. The collective bargaining agreement contains provisions which specifically allow waivers of municipal minimum wage rates in excess of the contractually required wage rates for any group or groups of covered employees; and
 3. The entire collective bargaining agreement, including the provisions referred to in subsection A.2 above, was negotiated and entered into prior to the date or when such waiver would take effect.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.090 - No pre-emption of higher standards.

The purpose of this chapter is to ensure minimum labor standards. This chapter does not preempt or prevent the establishment of superior employment standards (including higher wages) or the expansion of coverage by ordinance, resolution, contract, or any other action of the city. This chapter shall not be construed to limit a discharged employee's right to bring a common law cause of action for wrongful termination.

(Ord. No. 06-2020, § 2, 9-1-2020)

5.10.100 - Federal or state funding.

This chapter shall not be applied to the extent it will cause the loss of any federal or state funding of city activities.

(Ord. No. 06-2020, § 2, 9-1-2020)



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Related Links

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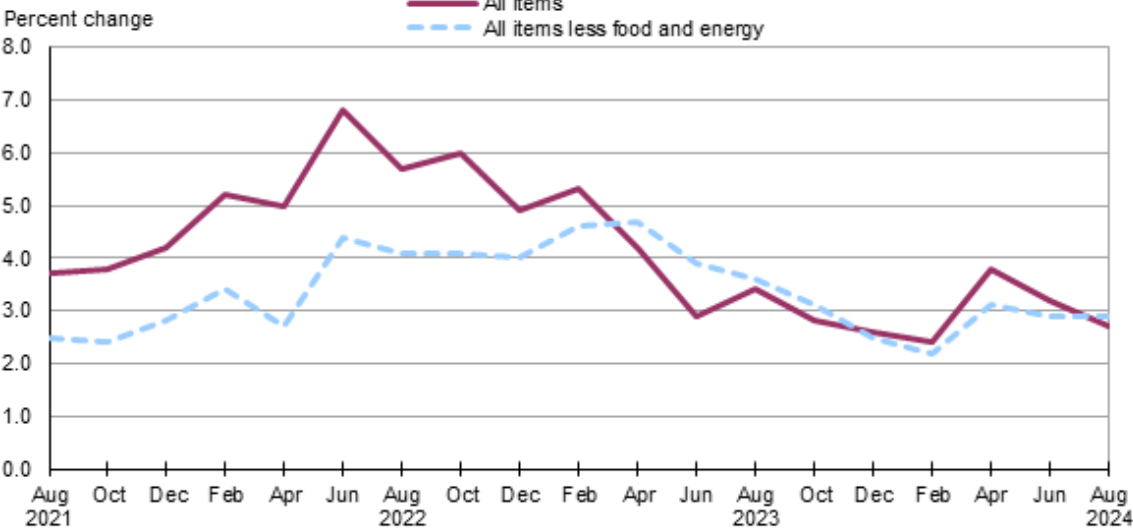
Consumer Price Index, San Francisco Area — August 2024

Area prices were down 0.5 percent over the past two months, up 2.7 percent from a year ago

Prices in the San Francisco area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), declined 0.5 percent for the two months ending in August 2024, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Chris Rosenlund noted that the August decrease was influenced by lower prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 2.7 percent. (See [chart 1](#) and [table A](#).) Food prices increased 1.6 percent. Energy prices increased 2.3 percent, largely the result of an increase in the price of natural gas service. The index for all items less food and energy rose 2.9 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, San Francisco-Oakland-Hayward, CA, August 2021–August 2024



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

Food prices decreased 0.1 percent for the two months ending in August. (See [table 1](#).) Prices for food at home declined 0.3 percent, with lower prices for other food at home (-3.0 percent) and cereals and bakery products (-0.4 percent). Prices for food away from home increased 0.2 percent for the same period.

Over the year, food prices increased 1.6 percent. Prices for food at home decreased 0.4 percent since a year ago, with lower prices for other food at home (-3.3 percent) and dairy and related products (-2.6 percent). Prices for food away from home rose 4.7 percent.

Energy

The energy index decreased 4.8 percent for the two months ending in August. The decrease was mainly due to lower prices for electricity (-9.0 percent) and gasoline (-5.7 percent). Prices for natural gas service increased 15.0 percent for the same period.

Energy prices increased 2.3 percent over the year, largely due to higher prices for natural gas service (31.8 percent). Prices paid for electricity increased 9.2 percent, while prices for gasoline declined 8.5 percent during the past year.

All items less food and energy

The index for all items less food and energy declined 0.3 percent in the latest two-month period. Lower prices for recreation (-1.0 percent) and shelter (-0.8 percent) were partially offset by higher prices for apparel (2.0 percent) and education and communication (0.6 percent).

Over the year, the index for all items less food and energy rose 2.9 percent. Components contributing to the increase included apparel (26.8 percent) and shelter (2.6 percent). Partly offsetting the increases was a price decrease in new and used motor vehicles (-1.5 percent).

Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.9	2.9	0.5	1.6	1.4	5.2	1.8	5.3	1.5	2.4
April	-0.5	1.1	1.7	3.8	1.5	5.0	0.4	4.2	1.8	3.8
June	0.7	1.6	0.0	3.2	1.7	6.8	0.5	2.9	-0.1	3.2
August	0.0	1.6	0.5	3.7	-0.5	5.7	0.0	3.4	-0.5	2.7
October	0.5	1.1	0.7	3.8	1.0	6.0	0.3	2.8		
December	0.4	2.0	0.8	4.2	-0.3	4.9	-0.4	2.6		

The October 2024 Consumer Price Index for the San Francisco area is scheduled to be released on November 13, 2024.

Technical Note

The Consumer Price Index (CPI) is a measures of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The San Francisco-Oakland-Hayward, CA. metropolitan area covered in this release is comprised of Alameda, Contra Costa, Marin, San Francisco, San Mateo Counties in the State of California.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

San Francisco-Oakland-Hayward, CA (1982-84=100 unless otherwise noted)

Item and Group	Indexes				Percent change from-		
	Historical data	Jun. 2024	Jul. 2024	Aug. 2024	Aug. 2023	Jun. 2024	Jul. 2024
Expenditure category							
All items		351.064	-	349.290	2.7	-0.5	-
All items (1967=100)		1,079.270	-	1,073.814	-	-	-
Food and beverages		369.320	-	369.067	1.5	-0.1	-
Footnotes (1) Indexes on a December 1977=100 base. (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator. (3) Indexes on a December 1982=100 base. (4) Special index based on a substantially smaller sample. (5) Indexes on a December 1993=100 base. (6) Indexes on a December 1997=100 base.							
- Data not available NOTE: Index applies to a month as a whole, not to any specific date.							

Item and Group	Indexes				Percent change from-		
	Historical data	Jun. 2024	Jul. 2024	Aug. 2024	Aug. 2023	Jun. 2024	Jul. 2024
Food		372.216	-	371.987	1.6	-0.1	-
Food at home		331.134	332.446	330.130	-0.4	-0.3	-0.7
Cereals and bakery products		335.839	337.560	334.595	2.4	-0.4	-0.9
Meats, poultry, fish, and eggs		354.032	357.492	358.089	1.1	1.1	0.2
Dairy and related products		328.616	331.737	329.875	-2.6	0.4	-0.6
Fruits and vegetables		419.859	417.416	419.717	0.8	0.0	0.6
Nonalcoholic beverages and beverage materials(1)		237.036	233.900	243.269	1.7	2.6	4.0
Other food at home		297.951	301.663	288.988	-3.3	-3.0	-4.2
Food away from home		424.458	-	425.466	4.7	0.2	-
Alcoholic beverages		335.583	-	334.908	0.3	-0.2	-
Housing		406.145	-	403.097	2.9	-0.8	-
Shelter		451.424	446.974	447.846	2.6	-0.8	0.2
Rent of primary residence(2)		504.841	506.110	508.724	1.5	0.8	0.5
Owners' equiv. rent of residences(2)(3)		476.496	477.909	480.745	2.9	0.9	0.6
Owners' equiv. rent of primary residence(1)(2)		476.496	477.909	480.745	2.9	0.9	0.6
Fuels and utilities		641.090	-	633.872	11.5	-1.1	-
Household energy		625.132	593.501	601.957	14.9	-3.7	1.4
Energy services(2)		629.786	597.343	605.937	15.3	-3.8	1.4
Electricity(2)		741.126	674.277	674.277	9.2	-9.0	0.0
Utility (piped) gas service(2)		422.321	459.255	485.722	31.8	15.0	5.8
Household furnishings and operations		171.370	-	171.369	-0.1	0.0	-
Apparel		146.378	-	149.279	26.8	2.0	-
Transportation		260.737	-	257.999	1.6	-1.1	-
Private transportation		263.093	-	259.688	1.6	-1.3	-
New and used motor vehicles(4)		119.706	-	119.696	-1.5	0.0	-
New vehicles(1)		192.608	-	191.864	-2.1	-0.4	-
Used cars and trucks(1)		329.758	-	324.064	-9.8	-1.7	-
Motor fuel		359.602	345.396	339.116	-8.6	-5.7	-1.8
Gasoline (all types)		357.461	343.322	337.074	-8.5	-5.7	-1.8
Gasoline, unleaded regular(4)		357.164	342.795	336.454	-8.8	-5.8	-1.8
Gasoline, unleaded midgrade(4)(5)		334.378	321.595	315.775	-8.1	-5.6	-1.8
Gasoline, unleaded premium(4)		340.096	327.458	321.854	-7.6	-5.4	-1.7
Medical care		591.992	-	591.710	0.1	0.0	-
Recreation(6)		150.338	-	148.836	2.2	-1.0	-
Education and communication(6)		162.511	-	163.493	1.2	0.6	-
Tuition, other school fees, and child care(1)		1,979.336	-	2,016.190	-	1.9	-
Other goods and services		637.939	-	631.069	0.3	-1.1	-
Commodity and service group							
Footnotes							
(1) Indexes on a December 1977=100 base.							
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(3) Indexes on a December 1982=100 base.							
(4) Special index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
(6) Indexes on a December 1997=100 base.							
- Data not available							
NOTE: Index applies to a month as a whole, not to any specific date.							

Item and Group	Indexes				Percent change from-		
	Historical data	Jun. 2024	Jul. 2024	Aug. 2024	Aug. 2023	Jun. 2024	Jul. 2024
All items		351.064	-	349.290	2.7	-0.5	-
Commodities		238.204	-	236.337	0.3	-0.8	-
Commodities less food & beverages		170.685	-	168.271	-0.2	-1.4	-
Nondurables less food & beverages		235.452	-	230.421	2.4	-2.1	-
Durables		112.951	-	112.380	-3.7	-0.5	-
Services		446.320	-	444.633	3.9	-0.4	-
Special aggregate indexes							
All items less medical care		341.070	-	339.233	2.9	-0.5	-
All items less shelter		312.124	-	311.207	2.8	-0.3	-
Commodities less food		178.133	-	175.708	-0.2	-1.4	-
Nondurables		303.772	-	301.130	1.7	-0.9	-
Nondurables less food		243.991	-	239.137	2.3	-2.0	-
Services less rent of shelter ⁽³⁾		466.142	-	467.496	6.0	0.3	-
Services less medical care services		435.670	-	433.829	4.1	-0.4	-
Energy		465.828	445.022	443.601	2.3	-4.8	-0.3
All items less energy		350.137	-	349.140	2.7	-0.3	-
All items less food and energy		347.672	-	346.549	2.9	-0.3	-
Footnotes (1) Indexes on a December 1977=100 base. (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator. (3) Indexes on a December 1982=100 base. (4) Special index based on a substantially smaller sample. (5) Indexes on a December 1993=100 base. (6) Indexes on a December 1997=100 base. - Data not available NOTE: Index applies to a month as a whole, not to any specific date.							

Last Modified Date: Wednesday, September 11, 2024

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Telephone:1-415-625-2270_ www.bls.gov/regions/west [Contact Western Region](#)



CITY OF EAST PALO ALTO

**POST WHERE EMPLOYEE MAY READ EASILY
VIOLATORS SUBJECT TO PENALTIES**

OFFICIAL NOTICE EAST PALO ALTO MINIMUM WAGE RATE IS

\$17.45

per hour

Effective January 1, 2025

Per the Chapter 5.10 of the East Palo Alto Municipal Code - MINIMUM WAGE ORDINANCE - Beginning January 1, 2021, when this ordinance took effect, employers must pay to each employee who performs at least two (2) hours of work per week in East Palo Alto.

Effective January 1, 2025, the minimum wage is no less than **\$17.45 per hour**.

The minimum wage requirement set forth in the East Palo Alto Minimum Wage Ordinance applies to adult AND minor employees who work two (2) or more hours per week (tips not included). Beginning January 1, and annually thereafter, the City will adjust the minimum wage based on the Regional Consumer Price Index.

Under the Ordinance, employees who assert their rights to receive the City's minimum wage are protected from retaliation. Employees may file a civil lawsuit against their employers for any violation of the Ordinance or may file a complaint with the Office of Economic Development. The City will investigate possible violations and will require access to payroll records. The City will enforce violations of the minimum wage ordinance by ordering reinstatement of employees, payment of back wages unlawfully withheld and penalties.

If you have questions, need additional information or believe you are not being paid correctly, contact your employer or the Office of Economic Development at:

East Palo Alto Office of Economic Development
1960 Tate St, East Palo Alto, CA 94303
Phone: (650) 853-3100
Email: CED@cityofepa.org

Este folleto también está disponible en español. This flyer is also available in Spanish.

Employers are responsible for translating this notice into languages spoken by 5% or more of their employees.



CITY OF EAST PALO ALTO

**PUBLICAR DONDE EL EMPLEADO PUEDA LEER FÁCILMENTE
INFRACTORES SUJETOS A SANCIONES**

AVISO OFICIAL EL SALARIO MÍNIMO EN EAST PALO ALTO ES

\$17.45

por hora

A partir del 1 de enero de 2025

Según el Capítulo 5.10 del Código Municipal de East Palo Alto - ORDENANZA DE SALARIO MÍNIMO - A partir del 1 de Enero de 2021, los empleadores deben pagar a cada empleado que labore al menos dos (2) horas de trabajo por semana en East Palo Alto.

A partir del 1 de enero de 2025, el salario mínimo no es menos de **\$17.45 por hora**.

El salario mínimo establecido en la Ordenanza de Salario Mínimo de East Palo Alto se aplica a los empleados adultos y menores de edad que laboran dos (2) horas o más por semana (propinas no incluidas). Empezando el 1 de enero, y anualmente después de esta fecha, la Ciudad ajustará el salario mínimo basado en el Índice Regional de Precios al Consumidor.

Bajo la Ordenanza, los empleados que hagan valer sus derechos para recibir el salario mínimo de la Ciudad están protegidos contra retaliación. Los empleados pueden presentar una demanda civil en contra de su empleador por cualquier incumplimiento de la ordenanza o pueden presentar una queja ante la Oficina de Desarrollo Económico de la Ciudad. La Ciudad investigará posibles infracciones o incumplimientos y requerirá acceso a los registros de nómina. La Ciudad hará cumplir cualquier violación de la Ordenanza de Salario Mínimo de la Ciudad de East Palo Alto exigiendo la reincorporación de los empleados, el pago de salarios atrasados, ilícitamente retenidos, y multas.

Si tiene preguntas, necesita información adicional o si cree que no se le están pagando correctamente, póngase en contacto con su empleador o con la Oficina de Desarrollo Económico en:

Oficina de Desarrollo Económico de la Ciudad de East Palo Alto

1960 Tate St., East Palo Alto, CA 94303

Teléfono: (650) 853-3100

Correo Electrónico: CED@cityofepa.org



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Tomohito Oku, Finance Director
Bo-kyoung Kim, Finance Services Manager
Jessica Y Caballero, Senior Accountant

SUBJECT: Monthly Cash Treasury Report for August 2024

Recommendation

Accept and file the Cash Treasury Report for the month of August 2024.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 4: Ensure Our Financial and Organizational Health

Background

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

Analysis

The Monthly Cash Treasury Report ("Report") covers cash and investments of the City in the four cash and investment accounts: Wells Fargo Bank, San Mateo County Pool, California State Local Agency Investment Fund, and the California Asset Management Program (CAMP). The

CONSENT ITEM 3.3

Report does not include petty cash, or the California State Community Infrastructure Program (SCIP) bond proceeds held by a trustee in the name of the City. For investment purposes, City cash is pooled, except for bond proceeds held by a trustee. The City does not have, nor is it legally required to have, separate bank accounts for each individual fund. However, all cash is segregated in the City's accounting records. Monthly cash transactions for the monthly period ending August 31, 2024, are as follows:

Account	Beginning Balance	Receipts	Disbursements	Interest Allocation	Inter-Account Transfers	Ending Balance
Wells Fargo Bank	1,540,905.68	3,344,327.28	(6,191,255.49)	-	6,900,000.00	5,593,977.47
LAIF	13,078,122.54	-	-	-	(3,000,000.00)	10,078,122.54
San Mateo County Pool	31,238,656.66	2,104,375.25	-	-	(3,900,000.00)	29,443,031.91
CAMP	99,933,509.83	-	-	458,321.86	-	100,391,831.69
Total	145,791,194.71	5,448,702.53	(6,191,255.49)	458,321.86	-	145,506,963.61

The Wells Fargo cash balance reflects the book value balance (i.e., total outstanding checks are deducted from the account balance). The month-to-date cash and investment balance decreased by approximately \$0.28M compared to the balance as of July 31, 2024.

August receipts, a total of approximately \$5.4M, primarily consist of a grant revenue from the State of California Department of Water Resources for the University/Weeks Watermain project (\$2.0M), Four Seasons Hotel Transient Occupancy Tax (\$0.2M), Veolia (\$0.2M), Highway Users Tax and Road Maintenance and Rehabilitation Tax (\$0.1M), Tax distribution (\$0.1M), and other various receipts.

August disbursements, a total of approximately \$6.2M, primarily consist of MCM Construction Inc. and Ghirardelli Associates for the Hwy 101/University Avenue Pedestrian/Bicycle Overpass project (\$2.0M), Payroll costs (\$1.1M), C2R Engineering, Inc. for the University/Weeks Watermain project (\$1.0M), Sposeto Engineering Inc. for the Bus Shelters Improvements project (\$0.2M), Ghirardelli Associates for the Route 101/University Avenue Pedestrian Overcrossing project (\$0.2M), Creative Learning Montessori Learning Center (\$0.2M), Granite Rock Company for Addison Safe Routes to School (\$0.1M), and other recurring operating expenditures.

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

	Aug-24	Jul-24	Aug-23
6-month Treasury Bill	4.69	4.91	5.28
2-year Treasury Note	3.91	4.29	4.85
5-Year Treasury Note	3.71	3.97	4.23

Local Agency Investment Fund (LAIF) average monthly effective yields for August were 4.579% compared to 4.516% in July 2024. San Mateo County monthly gross earnings for August were 3.818% compared to 4.221% in July 2024. The County Pool earnings estimates for FY 24-25 are at 3.85%. As of August 2024, the current annualized yield for CAMP is

¹ Daily US Treasury Yield Curve. Treasury.gov

CONSENT ITEM 3.3

5.42% compared to 5.44% in July 2024.

Staff believes the City has investment liquidity and anticipated revenues to meet the City's anticipated expenditure requirements for the ensuing six months.

The following table shows a breakdown of cash and investment balance by fund type.

Summary August 31, 2024		
	Deposit Value	Market Value
General Fund (Inc. Petty cash of \$10,800)	\$ 38,466,372	\$ 38,466,372
General Sub-Funds (Committed/Reserved)	\$ 17,631,790	\$ 17,631,790
City Funds Restricted and Committed	\$ 88,166,053	\$ 88,166,053
Successor Agency Trust	\$ 1,867,642	\$ 1,867,642
Unrealized Gain on Investment Pools	\$ -	\$ (360,790)
	\$ 146,131,857	\$ 145,771,068

The book market value totals \$145,771,068 including an unrealized loss² of \$360,790, reflecting treasury yields during the calendar year. All except for the General Fund balance is restricted by either City Council or external parties for specific purposes. Unrestricted cash and investment balance under General Fund (\$38,466,372) may be used at Council discretion.

Fiscal Impact

None. This report is informational.

Public Notice

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

Environmental

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

Government Code § 84308

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

² Investment FMV factor is provided Quarterly basis. Thus, as of 06/30/2024 FMV factor is used to calculate Unrealized Gain on Investments.

CONSENT ITEM 3.3

Analysis of Levine Act Compliance: Not applicable.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Anwarbeg Mirza, City Engineer
Humza Javed, Public Works Director

SUBJECT: Trash Capture Device Installation Project (City Project No. SD-09)

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to negotiate, award, and execute an agreement with Schaaf & Wheeler Consulting Civil Engineers, in a form approved by the City Attorney, for a contract amount of \$226,036, and to establish a 15% contingency of \$33,905.40, for a total not-to-exceed amount of \$259,941.40 for professional engineering services to complete the design of the East Palo Alto Trash Capture Device Installation Project (SD-09);
2. Funding source for Project SD-09 will be provided through Caltrans and state funding, specifically from the State Highway Operation and Protection Program (SHOPP);
3. Appropriating \$259,941.40 for Plans, Specifications, and Estimates (PS&E) from the total Caltrans and state funding allocation of \$2,225,000 for design and construction. Refer to Attachment A for the Cooperative Agreement.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Manage stormwater safely, efficiently, and sustainably.

Background

Since 2009, the City of East Palo Alto has invested significant resources to identify trash-generating areas and implement measures to control and reduce trash in stormwater, as required by the Municipal Regional Permit (MRP). These efforts include "true" source controls to prevent trash generation, institutional controls to intercept trash before entering the storm sewer system, and the installation of Full Trash Capture (FTC) systems. A key project is the installation of a Large FTC System at Newbridge Street and Saratoga Avenue, covering 772 acres, including 13.4 acres of Caltrans Right-of-Way, which is expected to reduce trash by 16%. This project will help EPA, along with neighboring Menlo Park and Caltrans, meet the MRP 3.0 requirement of 100% trash capture by June 2025 for watersheds draining into San Francisco Bay.

The goal of the project is to ensure that the City of East Palo Alto, Caltrans, and Menlo Park are well-positioned to comply with the requirements of MRP 3.0. The objective is to capture and prevent 100% of trash from entering waterways, safeguarding the environment and meeting the June 2025 deadline. To achieve this, we are working with the selected consultant to expedite the preparation of construction contract documents by February 2025, allowing construction to begin in June 2025. This project is a key part of a broader set of actions by the partner agencies, with the City of East Palo Alto taking the lead to meet MRP 3.0 requirements.

Analysis

The City issued a request for proposals on June 27, 2024, for engineering design services, and on August 1, 2024, the City received four (4) proposals.

The four (4) proposals were reviewed and ranked by a panel of three staff members from the Public Works Department. The highest-ranking consultant, Schaaf & Wheeler Consulting Civil Engineers (S&W), is therefore being recommended for selection as the lowest responsible bidder.

Schaaf & Wheeler has extensive knowledge in the design of full trash capture (FTC) devices in the San Francisco Bay Area and beyond. S&W has also performed the conceptual design for the FTC system project, which included site specific consideration, proposed device type, and preliminary cost for design and construction. The conceptual designs were developed by EOA (Environmental and Public Health Engineering) and Schaaf & Wheeler as part of a regional study funded by the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP).

The scope of the contract includes, but is not limited to, the following:

- Project Management
- Conceptual Design Engineering Analysis and Environmental Clearance (CEQA, NEPA)
- Design Development (Plans, Specification, and Estimate)
- Bidding Support and Construction Support

Upon contract award and execution, Schaaf & Wheeler will finalize the Plans, Specifications, and Estimates package for bidding. Schaaf & Wheeler will submit the 60% and 95% complete plan sets and specifications to Caltrans, allowing Caltrans 20 working days to review and provide comments upon receipt.

PROJECT NO. SD-09: TRASH CAPTURE DEVICE PROJECT DESIGN

COMPANY	SCORE	BASE BID	OPTIONAL TASKS	FEE PROPOSAL
Black and Veatch	74	\$424,191	\$74,771	\$498,962
BKF	74	\$548,835	-	\$548,835
Harris & Associates	71	\$398,838	-	\$398,838
<i>Schaaf & Wheeler</i>	<i>76</i>	<i>\$226,036</i>	<i>-</i>	<i>\$226,036</i>

Fiscal Impact

The project funds will be reimbursed through Caltrans funds.

Fund Title: SHOPP

Fund Source: State

Dollar Amount: \$2,225,000.00

Public Notice

The public was provided notice of this City Council agenda item by posting it on the City's official bulletin board outside the City of East Palo Alto City Hall and making the agenda and report available at the City's website and at the San Mateo County Library located at 2415 University Avenue, East Palo Alto, California 94303.

Environmental

Schaaf & Wheeler will obtain environmental approval and permits from CEQA and NEPA.

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

Attachments

1. Resolution
2. Attachment A – Cooperative Agreement

RESOLUTION NO. XX– 2024

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

AUTHORIZING THE CITY MANAGER TO NEGOTIATE, AWARD, AND EXECUTE AN AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR \$226,036, WITH A 15% CONTINGENCY IN THE AMOUNT OF \$33,905.40, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$259,941.40 FOR PROFESSIONAL ENGINEERING SERVICES TO COMPLETE A DESIGN FOR THE TRASH CAPTURE DEVICES INSTALLATION PROJECT (CITY PROJECT NO. SD-09)

WHEREAS, since 2009, the City of East Palo Alto (City) has invested significant resources to identify trash-generating areas and implement measures to control and reduce trash in stormwater, as required by the Municipal Regional Permit (MRP); and

WHEREAS, the goal of the trash capture project is to ensure that the City of East Palo Alto, Caltrans, and Menlo Park are well-positioned to comply with the requirements of MRP 3.0. The objective is to capture and prevent 100% of trash from entering waterways, safeguarding the environment and meeting the June 2025 deadline; and

WHEREAS, to achieve this, the City is working to bring on a consultant to prepare the construction contract documents by February 2025, allowing construction to begin in June 2025; and

WHEREAS, the City issued a request for proposals on June 27, 2024, for engineering design services, and on August 1, 2024, the City received four (4) proposals; and

WHEREAS, City staff reviewed and ranked the four proposals, and the highest-ranking consultant was Schaaf & Wheeler Consulting Civil Engineers (S&W), and as such found to be 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 negotiate, award, and execute an agreement with Schaaf & Wheeler Consulting Civil Engineers, in a form approved by the City Attorney, for \$226,036, and to establish a 15% contingency of \$33,905.40 bringing the total not-to-exceed amount to \$259,941.40 for professional engineering services to complete the design of the East Palo Alto Trash Capture Device Installation Project (SD-09).
3. Find that the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 1st day of October 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

STORMWATER MITIGATION COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from February 26, 2024, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of East Palo Alto, a municipal agency, referred to hereinafter as CITY.

CALTRANS and CITY are individually referred to as PARTY and collectively referred to as PARTIES.

RECITALS

1. CALTRANS and CITY, are authorized to enter into a Cooperative Agreement for Stormwater Mitigation hereinafter referred to as AGREEMENT pursuant to California Streets and Highways Code Section 126.1.
2. Section 303(d) of the Federal Clean Water Act (CWA) requires the State of California to establish a priority ranking for impaired waters, referred to as the 303(d) list. The United States Environmental Protection Agency (USEPA) has oversight authority for the 303(d) list. The USEPA approves the State's 303(d) list.
3. CALTRANS must comply with the Statewide National Pollutant Discharge Elimination System (NPDES) Permit (Order # 2022-0033-DWQ effective January 1, 2023), and associated Time Schedule Order (TSO) Number 2022-0089-DWQ.
4. As per the Attachment D and E of the CALTRANS NPDES Order 2022-0033-DWQ Section D5.1 and E3, CALTRANS and CITY may collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) or contain Significant Trash Generating Areas (STGA) for a Stormwater Improvement Project (hereinafter referred to as 'PROJECT') located at in the County of San Mateo.
5. CALTRANS District 4 must comply with the California Regional Water Quality Control Board San Francisco Bay Region (CRWQCBSFBR) per Cease and Desist Order (CDO) No. R2-2021-0030 and Order No. R2-2019-0007, collectively referred to hereinafter as CDO. CALTRANS and CITY may collaboratively implement the Trash Reduction requirements in areas that contain Significant Trash Generation Area (STGA).
6. In addition to 13.4 acres of STGA credit, CALTRANS District 4 may seek additional trash reduction credit from the CRWQCBSFBR per CDO Provision 5.1.
7. CITY intends to design and construct the PROJECT and will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.

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8. PROJECT will receive flows from a total tributary area of 772 acres which includes runoff from CALTRANS roadways and impervious surfaces. Out of 772 acres of PROJECT, 13.4 acres are from CALTRANS roadways and 0.0 acres are from CALTRANS impervious surfaces.
9. CALTRANS will contribute an amount, not to exceed, \$2,225,000 to CITY for PROJECT to satisfy in part of its NPDES requirements.
10. CALTRANS is expected to receive 2.7 credits to the contribution amount towards the dry and wet weather TMDL pollutant loads reduced by this PROJECT and 13.5 acres of STGA treated. The preliminary analyses prepared by CALTRANS and their consultants has documented these load reductions in a memorandum from Michael Baker International (MBI) dated January 2024 (see Attachment). The load reductions shown in the memorandum are preliminary and subject to change in the assumptions used in the MBI analysis. Waste Load reductions claimed by CALTRANS may change due to PROJECT operation and maintenance outcomes. The GIS mapping provided by CITY has documented CITY's 758.6 acres of Right-Of-Way and CALTRANS 13.5 acres of STGA.
11. PARTIES intend to define herein the terms and conditions under which PROJECT will proceed.
12. CALTRANS share of PROJECT funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHOPP	STATE	\$2,225,000

SECTION I

CALTRANS AGREES:

1. To reimburse CITY within forty-five (45) calendar days of receipt of a signed invoice for actual PROJECT costs incurred and paid.
2. The total financial obligation provided by CALTRANS for PROJECT shall not exceed the amount of \$2,225,000.
3. To provide encroachment permits to CITY and its consultants and contractor for access to CALTRANS right-of-way, if necessary, to fulfil PROJECT requirements.
4. To review and provide comments to CITY for the 60% complete plan set and 95% complete plan set and specifications for PROJECT within fifteen (15) working days of receipt.
5. To provide quality management work for all portions of PROJECT that resides within CALTRANS right-of-way.

SECTION II

CITY AGREES:

1. To prepare, sign and submit monthly billing statements in arrears (invoices) to CALTRANS for actual PROJECT costs incurred and paid by CITY.
2. All work performed by CITY, or performed on behalf of CITY, shall be performed in accordance with state, federal and local laws, regulations, and standards.
3. To be fully responsible for completing the environmental clearance, , design, right-of-way requirements, and construction of PROJECT.
4. To obtain all necessary property rights (easements, rights of entry, fee, etc.) required to complete and maintain PROJECT. Said rights of entry shall also include rights for CALTRANS and resource agency personnel to monitor PROJECT for a period of five (5) years.
5. To obtain all environmental approvals and resource agency agreements and permits, including California Environmental Quality Act (CEQA) documents and approvals and National Environmental Quality Act (NEPA) documents and approvals, California State Water Resources Control Board permit for PROJECT prior to the commencement of construction.
6. To fully comply with all the terms and conditions expressed in the environmental approvals, agreements and permits.
7. To prepare, or cause to prepare, a complete set of design plans, specifications, and estimate, TMDL waste (or pollutant) reduction calculation and report, and any other necessary technical documents, sufficient to advertise and award a construction contract for PROJECT. All documents shall be signed and sealed by an engineer duly registered in the State of California.
8. To provide CALTRANS with the 60% complete plan set and 95% complete plan set and specifications for PROJECT so that CALTRANS can review and provide comments within twenty (20) working days of receipt.
9. To incorporate or resolve all comments submitted by CALTRANS on the 60% complete plan set and 95% complete plan set and specifications for PROJECT.
10. To provide CALTRANS with copies of the final plans, specifications, and estimate; applicable environmental approvals, agreements and permits; right-of-way clearances, hereinafter referred to as PS&E package, prior to advertising the contract for construction.

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11. To prepare contract documents, advertise and award a construction contract in accordance with CITY acquisition processes.
12. To manage all aspects of PROJECT.
13. To be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.
14. To provide annual documentation of PROJECT progress to CALTRANS for the Stormwater compliance files.
15. To prepare and submit a final accounting for all PROJECT costs. Based on the final accounting, CALTRANS will refund or invoice as necessary to satisfy the financial commitments of this AGREEMENT.
16. To conform with the provisions of Labor Code section 1720-1815, and all applicable provisions of the California Code of Regulations found in Title 8, Chapter 8, subchapter 3, articles 1-7 where Labor Code section 1720(a)(1) definition of “public works” includes construction, alteration, demolition, installation, repair or maintenance work under Labor Code section 1771.
17. To include prevailing wage requirements in its contracts for public work. Work performed by CITY’s own forces is exempt from the Labor Code’s prevailing wage requirements.
18. To require the contractors to include prevailing wage requirements in all subcontracts funded by this AGREEMENT when the work to be performed falls within Labor Code sections 1729(a)(1) definition of “public works” under Labor Code section 1771. Subcontractors shall include all prevailing wage requirements set forth in CITY’s contracts.
19. If work performed under this AGREEMENT is paid for in whole or in part with federal funds and is the type of work subject to federal prevailing wage requirements, CITY must conform to the provisions of the Davis-Bacon and related acts, 40 U.S.C. 1341 et seq. in addition to Labor Code provisions.
20. To include federal prevailing wage requirements in its contracts for public work. Work performed by CITY’s own forces is exempt from federal prevailing wage requirements.
21. To retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and to make such materials available to CALTRANS at all reasonable times for three (3) years after completion and acceptance of PROJECT. CALTRANS, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CITY that pertain to this AGREEMENT for audits, examinations, excerpts, transactions, and copies thereof shall be furnished when requested.

22. To maintain and operate the PROJECT.
23. To provide an annual inspection, and maintenance reports to CALTRANS.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals section, are enforceable.
2. If any provision of this AGREEMENT is held invalid, the other provisions shall not be affected thereby.
3. All CALTRANS' obligations and commitments under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, and programming and allocation of funds by the California Transportation Commission (CTC).
4. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
5. All applicable laws, regulations, rules, and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this AGREEMENT.
6. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.
7. CITY will retain all PROJECT related records for three (3) years after the final voucher.
8. CITY will accept operation, maintenance and ownership or title to all materials or equipment installed as part of PROJECT.
9. CALTRANS has a total of fifteen (15) working days to perform review and return comments to CITY for each review cycle (60% plans complete and 95% plans and specifications complete).
10. CITY will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, environmental, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of the operation and maintenance of PROJECT.
11. HM-1 is hazardous materials (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

12. HM-2 is hazardous materials (including but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.
13. The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
14. If HM-1 or HM-2 is found, the discovering PARTY will immediately notify the other PARTY.

15. CALTRANS, independent of the PROJECT is responsible for any HM-1 found within the existing state highway system right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay the cost of HM-1 MANAGEMENT for HM-1 found within the existing state highway system right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

16. CITY is responsible for HM-2 MANAGEMENT for PROJECT and shall be paid from funds obligated in this AGREEMENT.
17. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
18. CITY is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. [LOCAL AGENCY] will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

CITY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

19. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY or under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents under this AGREEMENT.
20. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its

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contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under this AGREEMENT.

21. This AGREEMENT will terminate upon execution of a Cooperative Agreement Closure Statement (CLOSURE STATEMENT) by PARTIES. The CLOSURE STATEMENT is a document that verifies all commitments of this AGREEMENT have been met and PROJECT is fully complete.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

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CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CITY OF EAST PALO ALTO

Project Manager: Anwarbeg Mirza, P.E.

Phone Number: (650) 340 1264

E-mail: amirza@cityofepa.org

Billing Address: 1960 Tate Street

East Palo Alto, CA 94560

CALTRANS

Project Manager: Gregory Carroll

Phone Number: (510) 306-5004

E-mail: Gregory.carroll@dot.ca.gov

Billing Address: 111 Grand Ave

Oakland, CA 94612

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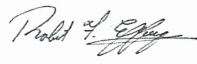
SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF EAST PALO ALTO

By: 
Robert Effinger
Acting Deputy District Director, Design

By: 
Melvin Gaines
City Manager

VERIFIED OF FUNDS & AUTHORITY:

By: 
Jeffrey Kuehnel
District Budget Manager

Attest: 
Anwarbeg Mirza
City Engineer

APPROVED AS TO FORM & PROCEDURE:

CERTIFIED AS TO FINANCIAL TERMS &
POLICIES:

By: 
Nadine Karavan
HQ Accounting Supervisor

By: 
John Le (Feb 26, 2024 14:52 PST)
John Le
City Attorney

Cooperative Agreement 04-2977 Execution Process

Final Audit Report

2024-02-27

Created:	2024-02-08
By:	Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
Status:	Signed
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-  Document emailed to Nadine Karavan (nadine.karavan@dot.ca.gov) for signature
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Signature Date: 2024-02-14 - 3:03:10 AM GMT - Time Source: server
-  Document emailed to Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov) for approval
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-  Document approved by Eman Hosseini-Bidokhti (eman.bidokhti@dot.ca.gov)
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-  Document emailed to Anwarbeg Mirza (amirza@cityofepa.org) for signature
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2024-02-20 - 5:22:00 PM GMT
-  Document signing delegated to Melvin Gaines (mgaines@cityofepa.org) by Anwarbeg Mirza (amirza@cityofepa.org)
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-  Document e-signed by Anwarbeg Mirza (amirza@cityofepa.org)
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Signature Date: 2024-02-26 - 10:52:52 PM GMT - Time Source: server
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2024-02-26 - 11:05:15 PM GMT





Document e-signed by Melvin Gaines (mgaines@cityofepa.org)

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Document e-signed by Robert Effinger (robert.effinger@dot.ca.gov)

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Agreement completed.

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EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Karen Camacho, Housing & Economic Development Manager
Amy Chen, Community & Economic Development Director

SUBJECT: HEART Housing Staff Augmentation

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to negotiate and execute a First Amendment to the Principal Agreement with Housing Endowment and Regional Trust of San Mateo County ("HEART") for HEART Shared Housing Staff, in a form approved by the City Attorney, for an amount not-to-exceed \$79,000; and
2. Authorizing the City Manager to award, negotiate and execute a one-year agreement in an amount not-to-exceed of \$131,500 with HEART, in a form approved by the City Attorney, with the possibility of two one-year extensions, for Temporary Housing Staff support; and
3. Waiving the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D), as to item 2 above; and
4. Finding that the proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

CONSENT ITEM 3.5

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development

Background

Housing Endowment and Regional Trust of San Mateo County (“HEART”) is a Joint Powers Authority (“JPA”) established by the County and cities and towns within the County (“Member Agencies”) via the Joint Exercise of Powers Agreement dated May 13, 2003, as amended and superseded by the First Amended Joint Exercise of Powers Agreement dated September 9, 2008. HEART provides housing staffing support (“HEART Shared Housing Staff”) across various municipalities in San Mateo County (“County”), including to the City of East Palo Alto (“City”).

In early 2023, Member Agencies who are also part of the community collaborative 21 Elements, identified a need for staff to carry out new housing programs and efforts required by newly adopted Housing Elements. Provided that 21 Elements¹ and HEART² are countywide efforts and East Palo Alto is one of the participating agencies, City staff sought to waive the bid procedures and sole source. On June 20, 2023, via Resolution No. 60-2023, the City Council adopted the FY 2023-24 budget, approving an allocation of \$39,500 for HEART Shared Housing Staff support. The City entered into a Consulting Services Agreement (“HEART Shared Housing Staff Principal Agreement”) with HEART effective October 12, 2023, until June 30, 2026, to provide the City with limited HEART Shared Housing Staff support at a fixed monthly rate of \$3,291.66 and an annual total of \$39,500. The agreement’s scope of work includes HEART assisting the City to develop a five-year affordable housing strategy and associated work plan, manage the inclusionary/below market rate housing program, oversee affordable housing developments, implement the Housing Element and monitor evolving State and federal housing guidelines and resources. The services are designed to be limited as HEART staff provide similar services to other 21 Elements communities.

Under this HEART Shared Housing Staff Principal Agreement to date, HEART has assisted with the development of the City’s 2024-2028 Affordable Housing Strategy, including but not limited to the researching, drafting and finalization of the strategy, conducting presentation and community outreach materials, and presenting at Planning Commission, City Council and community meetings. HEART also has assisted with on-call items that support the implementation of the City’s policies and programs, such as helping verify the calculations for the annual inclusionary housing in-lieu fees update and reviewing for-sale and rental calculations for draft inclusionary housing agreements. Table 1 below lays out the amounts and scope of work the HEART Shared Housing Staff agreement covers:

¹ Learn about 21 Elements at: <https://www.planningcollaborative.com/project-profiles/21-elements>.

² See full list of HEART Member Agencies at: <https://www.heartofsmc.org/about-heart/who-we-are/member-agencies/>.

CONSENT ITEM 3.5

Table 1: HEART Shared Housing Staff Agreement

Amount	Activity	Description
\$39,500	Year 1 of HEART Shared Housing Staff	Already allocated in FY 23-24 budget using In-Lieu Fees Fund, and in Principal Agreement not-to-exceed amount
\$39,500	Year 2 of HEART Shared Housing Staff	Already allocated in FY 24-25 budget using General Fund, but not yet included in agreement not-to-exceed amount
\$39,500	Year 3 of HEART Shared Housing Staff	Not yet allocated in budget; will seek allocation in FY 25-26 budget and inclusion in agreement not-to-exceed amount using General Fund

While the City initially anticipated only needing HEART in a limited capacity, staff proposes to use HEART's staff augmentation services more to continue progress on the City Council's affordable housing goals while key City staff positions are temporarily vacant. In addition, HEART has the expertise to cover the Housing items that on-call Human Resources contracts would be unable to help cover. Thus, staff recommends that the City Council authorize the City Manager to: 1) increase the not-to-exceed of the HEART Shared Housing Staff agreement by \$39,500 given that Council made the allocation for FY 2024-25; and 2) negotiate and execute a separate, new agreement with HEART for HEART temporary Housing staff support with a not-to-exceed amount of \$131,500.

Analysis

Staff Augmentation and Additional Support Needed

During the FY 2024-25 budget process, staff communicated to the City Council that staff needed additional personnel resources to accomplish City Council priority projects, particularly projects related to housing and rent stabilization. The City Manager proposed, and the City Council agreed, that the City should address existing personnel challenges, which are believed to be temporary, through staff augmentation contracts. On June 14, 2024, via Resolution No. 64-O-2024, the City Council adopted the FY 2024-25 budget, approving an additional allocation of \$40,000 to fund year two of the HEART Shared Housing Staff support agreement with HEART. City Council also appropriated \$135,000 to the Community and Economic Development Department (CEDD) budget for temporary housing staff augmentation ("Temporary Housing Staff") that would support staffing in both the Rent Stabilization Program and Housing. This funding was further broken down as follows: \$54,000 toward added Rent Stabilization Program staffing support, and \$81,000 toward added Housing staffing support.

The City has brought on temporary employees to augment Rent Stabilization Program staff. While City Council has addressed the need for staff augmentation to expand existing capacity, the Housing Division has staff going on leave, and there will be salary savings to cover for the Housing Project Manager and Housing and Economic Development Manager positions. As the City is currently working with HEART on housing policies and programs and has an existing agreement with HEART, staff proposes to waive the formal bid procedure and execute a new

CONSENT ITEM 3.5

agreement with HEART to allow for staff augmentation and additional support to temporarily fill in while staff are out on leave. Staff believes waiving bid procedures is appropriate here because of the size of the contract (relatively small), the need for coordination with work already completed by the existing vendor (HEART), and the immediate need for such services, would make it unlikely that going out to bid would lead to a significantly lower contract value for the services needed, in the time frame required.

Additional Scope of Work

The staff augmentation funding for Temporary Housing Staff that City Council approved helps pay for added staffing capacity to begin establishing the new policies and programs City Council prioritized in the 2024-2028 Affordable Housing Strategy and 2023-2031 Housing Element, which include but are not limited to: rent registry, proactive landlord outreach and implementation of just cause eviction, establishing an affordable housing preservation fund, and establishing new programs for major and minor home repairs, foreclosure prevention, homebuyer financial assistance, and more.

Staff is requesting that City Council approve a new agreement with HEART with a not-to-exceed amount of \$131,500 as shown in Table 1.

Table 2: Proposed New HEART Temporary Housing Staff Agreement

Amount	Activity	Description
\$81,000	Temporary Housing Staff	Already allocated in FY 24-25 budget using General Fund
\$50,000	Housing Project Manager and Housing & Economic Development Manager Coverage	Already allocated in FY 24-25 budget using General Fund, Measure HH Fund and Housing Successor Fund

Fiscal Impact

There is no budget amendment needed by this action. The funding sources described in Tables 1 and 2 above are already included in the Department budget. The annual allocation of Year 3 for HEART Shared Housing Staff (\$39,500) will be requested in the fiscal year 2025-26 budget process.

Public Notice

Notice of this agenda item was provided to the public by posting the City Council agenda on the City's bulletin outside City Hall, as well as by making the agenda and report available on the City's website and at the San Mateo County Library, located at 2415 University Avenue, East Palo Alto.

CONSENT ITEM 3.5

Environmental

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

Government Code § 84308

Applicability of Levine Act: Yes.

Analysis of Levine Act Compliance: The signatory for the agreements is Armando F. Sanchez, Executive Director, Housing Endowment and Regional Trust of San Mateo. Staff is unaware of any other parties or participants relevant to the Council’s consideration of this item.

Attachments

1. Resolution for First Amendment to HEART Shared Housing Staff Principal Agreement
2. HEART Shared Housing Staff Principal Agreement
3. Resolution for HEART Temporary Housing Staff Agreement

RESOLUTION NO. XX– 2024

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

**AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE
PRINCIPAL AGREEMENT WITH HOUSING ENDOWMENT AND REGIONAL TRUST OF SAN
MATEO COUNTY (“HEART”) FOR SHARED HOUSING STAFF FOR AN AMOUNT NOT TO
EXCEED \$79,000**

WHEREAS, Housing Endowment and Regional Trust of San Mateo County (“HEART”) provides housing staffing support (“HEART Shared Housing Staff”) across various municipalities in San Mateo County (“County”), including the City of East Palo Alto (“City”); and

WHEREAS, HEART is a Joint Powers Authority (“JPA”) established by the County and cities and towns within the County (“Member Agencies”) via the Joint Exercise of Powers Agreement dated May 13, 2003, as amended and superseded by the First Amended Joint Exercise of Powers Agreement dated September 9, 2008; and

WHEREAS, in early 2023, Member Agencies who are also part of the community collaborative 21 Elements, identified a need for staff to carry out new housing programs and efforts required by newly adopted Housing Elements; and

WHEREAS, provided that 21 Elements and HEART are countywide efforts and East Palo Alto is one of the participating agencies, City staff sought to waive the bid procedures and sole source; and

WHEREAS, on June 20, 2023, via Resolution No. 60-2023, the City Council adopted the FY 2023-24 Budget, approving an allocation of \$39,500 for HEART Shared Housing Staff support from HEART; and

WHEREAS, the City, as a Member Agency of HEART, entered into a Consulting Services Agreement (“Principal Agreement”) with HEART effective October 12, 2023 until June 30, 2026, to provide the City with limited HEART Shared Housing Staff support at a fixed monthly rate of \$3,291.66 and an annual total of \$39,500; and

WHEREAS, on June 14, 2025, via Resolution No. 64-O-2024, the City Council adopted the FY 2024-25 Budget, approving an additional allocation of \$40,000 for Year 2 of HEART Shared Housing Staff support; and

WHEREAS, Council wishes a First Amendment to the Principal Agreement with HEART to increase the not-to-exceed amount from \$39,500 to \$79,000.

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; and
2. Authorizes the City Manager to negotiate and execute a First Amendment to the Principal Agreement with Housing Endowment and Regional Trust of San Mateo County (“HEART”) for

HEART Shared Housing Staff, in a form approved by the City Attorney, for an amount not-to-exceed of \$79,000; and

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

PASSED AND ADOPTED this 1st day of October 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

**CONSULTING SERVICES AGREEMENT BETWEEN THE HOUSING
ENDOWMENT AND REGIONAL TRUST OF SAN MATEO COUNTY
AND THE CITY OF EAST PALO ALTO**

This Agreement is made and entered into this 12th day of October, 2023 (the “Effective Date”), by and between the Housing Endowment and Regional Trust of San Mateo County (hereinafter "HEART"), and the City of East Palo Alto (hereinafter "City") (HEART and City will be referred to collectively herein as the “Parties”).

RECITALS

WHEREAS, HEART is a Joint Powers Authority (“JPA”) established by the County of San Mateo (“County”) and those cities and towns within the County (“Member Agencies”), via the Joint Exercise of Powers Agreement (“JPA Agreement”) dated May 13, 2003, as amended and superseded by the First Amended Joint Exercise of Powers Agreement (“First Amended JPA Agreement”) dated September 9, 2008; and

WHEREAS, Member Agencies have adopted housing elements identifying new housing programs and efforts, and need support to carry out these programs; and

WHEREAS, the workload to manage Members Agencies’ housing programs is sporadic, inconsistent and does not lend itself to each Member Agency hiring housing staff; and

WHEREAS, the First Amended JPA Agreement authorizes HEART to facilitate and assist Member Agencies to operate, regulate, maintain, facilitate the planning, and study appropriate housing programs, projects, and housing management practices; and

WHEREAS, City is a Member Agency of HEART and wishes to engage HEART to render certain services to assist in carrying out its housing programs; and

WHEREAS, HEART and City have agreed for HEART to provide to City qualified individuals, with the skill set to perform the requisite services, based on the terms and conditions as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION/DESCRIPTION.**

The HEART Executive Director, or appropriate designee, is hereby designated the Manager for HEART, and the [CITY STAFF TITLE], or their designee, is hereby designated the City Project Manager for City. The City Project Manager shall monitor, review, and approve the progress and execution of the work as described in the Scope of Work in Exhibit A of this Agreement. The Manager shall supervise all housing and housing related activities and assignments carried out under this Agreement by HEART staff.

2. **HEART Housing STAFF.**

- A. HEART will assign to the City one or more HEART staff to provide the work and/or materials as generally described in the Scope of Services (the “Work”). In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail.
- B. Parties acknowledge and agree that HEART will endeavor to provide consistent weekly work progress on assignments, but parties acknowledge that the actual timing of Work will ebb and flow based on the City’s needs and the needs of other cities. HEART will provide approximately

372 work hours annually during the term of this Agreement to execute the Work.

- C. HEART will assign HEART staff to perform the Work under this Agreement, and may assign different individuals as it sees fit, subject to Paragraph E in this section and subject to the terms and notice requirements set forth below.
- D. HEART staff shall perform the Work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of work. HEART staff shall devote such time to the performance of the Work pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described in Exhibit A. HEART shall provide quarterly reports listing the major tasks worked on for the City and the total hours spent performing work for City.
- E. Assignment of HEART staff to provide the Work is at the sole discretion of HEART. In the event that City or HEART, at any time during the term of this Agreement, desires the reassignment of staff, City and HEART shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. Manager will attempt to accommodate City's requests to assign, or to not assign, specific staff to certain projects. In the event the assigned employee's employment with HEART ends or there is an extended leave of absence, HEART will endeavor to secure and assign a replacement employee to fill that role at the first opportunity.
- F. At any time, HEART staff may be providing services to one or more cities concurrent with the Work being provided to City under this Agreement.
- G. HEART staff assigned may require access to City's computer systems and networks to complete the assigned Work. City shall provide access to these systems according to its policies for external consultants or provide other reasonable means of access necessary for the HEART staff to perform the Work being provided under this Agreement. HEART requires its employees to agree to appropriate system usage policies, which include a pledge not to use City's electronic equipment for anything other than City work. The City may require the HEART staff to sign the City's electronic technology use and confidentiality policies.
- H. The parties agree to cooperate fully and to provide assistance to all relevant parties in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve assigned employees providing Work under this Agreement.
- I. HEART shall, at its sole expense, supply for its employees providing Work to City pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the Work; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide City with proof on demand.

3. COMPENSATION.

In consideration of the Work described in the Scope of Services, City will pay HEART a fixed monthly rate of \$ 3,291.66, for an annual total of \$39,500.

HEART will invoice City \$3,291.66 at the end of each month following the Effective Date of this agreement. The first end-of-month invoice shall be prorated based on the Effective Date as follows: 30 minus Effective Date divided by 30 [(30-Effective Date) / 30]. City agrees to pay all such invoices within 15 business days of receipt of invoice.

City acknowledges that each monthly invoice will be for a fixed amount each month corresponding to the monthly fee and will not be adjusted up or down based on the number of hours worked by HEART staff.

4. TERM OF AGREEMENT.

The Term of this Agreement will start from the Effective Date, and shall continue until June 30, 2026, or until terminated in accordance with Section 5, below.

5. TERMINATION.

- A. Either party may terminate this Agreement for cause if a party materially breaches its obligations under this Agreement, and such breach is not cured or corrected within fifteen (15) business days' written notice to the reasonable satisfaction of the party giving such notice.
- B. HEART may terminate the Agreement without cause with six-month notice to City. HEART agrees to cooperate with the City on the transfer of work to City or a third party. Upon receipt of notice of termination by HEART, City shall incur additional obligations under the provision of this Agreement only with the prior written consent of City.
- C. City may terminate this agreement without cause with one hundred twenty (120) days notice to HEART. Upon receipt of notice of termination by City, City shall continue to incur financial obligations under the provision of this Agreement for one hundred twenty (120) days. This financial obligation may be waived by HEART if the HEART staff can be assigned to another city. Upon termination by City, HEART will diligently attempt to assign the staff to another city.

6. INDEMNITY.

- A. To the fullest extent permitted by law, City shall defend, hold harmless and indemnify HEART, its elected and appointed officials, officers, agents, and/or employees from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury in law or equity for injuries to persons and/or damage to property, and/or economic damages which arise out of or in connection to the performance of this Agreement resulting from the willful misconduct or negligent acts or omissions of City, its officers, agents and/or employees, or the failure to abide by any obligations under this Agreement.
- B. To the fullest extent permitted by law, HEART shall defend, hold harmless and indemnify City, its elected and appointed officials, officers, agents and/or employees from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury in law or equity for injuries to persons and/or damage to property, and/or economic damages which arise out of or in connection to the performance of this Agreement resulting from the willful misconduct or negligent acts or omissions of HEART, its officers, agents, and/or employees, or the failure to abide by any obligations under this Agreement.
- C. In the event of the concurrent negligence of City, its officers, agents and/or employees, and HEART, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of the performance of this Agreement shall be apportioned under California's Theory of Comparative negligence as presently established or may be hereafter modified.
- D. The duty to indemnify and hold harmless as set forth by this Section 6 shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. NOTICES.

All notices permitted or required under this Agreement shall be given to the respective Parties in writing and will be delivered to and addressed as follows or to such other place as each Party may designate by subsequent written notice to the other Party. "Written notice" as used herein may include notice by email to the email addresses set forth below, in which case the sending of the email shall satisfy the noticing party's obligations.

HEART: Housing Endowment and Regional Trust of San Mateo County
 Attn: Executive Director
 2905 S. El Camino Real
 S358an Mateo, CA 94403

By email to: asanchez@heartofsmc.org
With copy to: admin@heartofsmc.org and tdavis@heartofsmc.org

City: City of East Palo Alto
 Attention: City Manager
 City of East Palo Alto
 1960 Tate Street
 East Palo Alto, CA 94303

By Email to: mgaines@cityofepa.org
With copy to: housing@cityofepa.org and CED@cityofepa.org

Such notice shall be deemed made when personally delivered or when mailed by prepaid first class mail on the third day after it was deposited with the United States Postal Service. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

8. INDEPENDENT CONTRACTOR.

- A. It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employee or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party. HEART staff is not authorized to bind City to any contracts or other obligations.
- B. HEART shall require employees providing Work under this Agreement to sign agreements acknowledging that they are not City employees and therefore are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by City to City employees.
- C. For the purposes, and for the duration, of this Agreement, the HEART Manager and any staff assigned to provide Work to City will act in the capacity of an Independent Contractor for City, and not as an employee of City.
- D. The parties agree that HEART maintains the authority to direct and oversee the work performed by employees providing Work to City pursuant to this Agreement. City agrees that it shall report to HEART any and all staff issues relating to HEART's employee(s) so that HEART may take any necessary or appropriate actions pursuant to its policies.
- E. HEART represents and warrants that it will comply with all labor laws with respect to its employees providing Work to City under this Agreement.

9. NON-SOLICITATION OF HEART STAFF

During the term of the Agreement, including any extensions thereof, City shall not actively recruit, solicit, or hire any HEART employee assigned by HEART to perform Work for City for the period of this Agreement and for one year thereafter. This shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law, nor shall it in any way restrict either party from hiring employees who respond to advertisements or make independent inquiries for employment.

10. INSURANCE

- A. Prior to beginning the Work and continuing throughout the term of this Agreement, HEART shall, at HEART's sole cost and expense, furnish City with certificates of insurance evidencing that HEART has obtained and maintains insurance in the following amounts:
 - i. Workers' Compensation that satisfies the minimum statutory limits. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of City for all Work performed by HEART and its staff.
 - ii. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, ONE MILLION DOLLARS (\$1,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by HEART and its staff.
 - iii. Comprehensive automobile insurance in an amount not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.
- B. Each of the following shall be included in the coverage or added as an endorsement:
 - i. City and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to HEART's general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to HEART's performance of this Agreement and to the extent caused by HEART's negligent act, error, or omission.
 - ii. An endorsement to HEART's general commercial and automobile coverages must state that coverage is primary with respect to City and its officers, officials, employees and volunteers.
 - iii. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.
- C. HEART shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- D. During the term of this Agreement, HEART may change the insurance program in which it participates. HEART will provide reasonable notice of any such change to City and replacement copies of Certificates of Coverage and endorsements.
- E. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by City upon request.
- F. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, HEART shall provide written notice to City at HEART earliest possible opportunity and in no case later than five (5) business days after HEART is notified of the change in coverage.

11. MISCELLANEOUS

- A. COMPLIANCE WITH ALL APPLICABLE LAWS; NONDISCRIMINATION.

HEART and its staff shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of this Agreement. HEART shall not discriminate in the provision of service or in

the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state, or federal laws or regulations.

B. VENUE, ATTORNEYS' FEES.

Any suit or action initiated by either party shall be brought in San Mateo County, California. In that event each party shall incur its own attorney's fees, costs, or other legal expenses to enforce provisions of this Agreement against the other party, regardless of whether any party shall be deemed the prevailing party.

C. RECORDS

i. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that HEART prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. HEART hereby agrees to deliver those documents to City upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use.

ii. HEART shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, HEART shall return materials which contain any confidential information to City. For purposes of this paragraph, confidential information is defined as all information disclosed to HEART which relates to City past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. City shall notify HEART what information and documents are confidential and thus subject to this Section.

iii. HEART shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Work or expenditures and disbursements charged to City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

iv. Inspection and Audit of Records. Any records or documents that this Section requires HEART to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City.

D. ENTIRE AGREEMENT – AMENDMENTS.

i. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

ii. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter of this Agreement.

iii. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

iv. This Agreement may be amended or modified only by written Agreement signed by both Parties.

E. SEVERABILITY.

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would continue to serve the purposes and objectives originally contemplated by the Parties.

F. REMEDIES, CHOICE OF LAW.

No remedy or election exercised hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. This Agreement shall be governed by the laws of the State of California.

G. MEDIATION.

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

H. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

I. AUTHORITY TO ENTER AGREEMENT

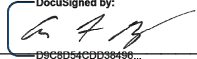
Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

[SIGNATURE CONTINUES NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year first above written.

HEART

HOUSING ENDOWMENT AND REGIONAL TRUST OF
SAN MATEO COUNTY, a Joint Powers Agency (“JPA”)
formed and existing under the laws of the State of California

By:  11/13/2023
DocuSigned by: D9C8D54CDD38498...
Armando F. Sanchez, Executive Director

[SIGNATURE CONTINUES NEXT PAGE]

CITY:

CITY OF EAST PALO ALTO, a municipal corporation

By:  11/15/2023
4A361DD749224BE...

Melvin E. Gaines, City Manager

APPROVED AS TO FORM:

By:  11/15/2023
2E2F160D4492472
John D. Lê, City Attorney

EXHIBIT A – Scope of Work

HEART and City may amend the Scope of Work during the term of this Agreement. Activities and services to be performed by HEART may include, but not be limited, to the following:

DEVELOPMENT OF A FIVE-YEAR HOUSING STRATEGY

- In consultation with City staff, prepare a five-year housing strategy plan and assist staff in obtaining community input and City Council approval of plan. This effort will take place in the fall/early winter 2023/2024.

WORK PLAN DEVELOPMENT

- Consult with City to establish objectives, priorities and schedules for affordable housing programs and activities.
- Work with City to identify housing programs and activities that will be met through City staff and/or other contracted consultants.
- Establish monitoring and report systems to ensure the adequacy, quality, and timeliness of progress on housing programs and activities.

PROGRAM MANAGEMENT: INCLUSIONARY/BELOW MARKET RATE (“BMR”) HOUSING

- Review existing City inclusionary housing ordinances and procedures and make recommendations for improvements that will help City meet production and fair housing goals set out in the Housing Element.
- Establish and begin implementation of policies and procedures related to legal agreements, marketing, preferences, and lease-ups or sales that improve operations and the process for applicants and residents while also adhering to industry standards in terms of fair housing marketing principles and eligibility determinations.
- Establish systems to monitor BMR units for ongoing eligibility and affordability.
- Establish procedures and systems to assure the efficient leasing of BMR rental units upon turnover.
- Establish and begin implementation of policies and procedures for resale and subordination requests related to BMR ownership units.
- Track all inclusionary housing activity including project status, marketing timelines, lease-ups, sales, and re-sales.
- Identify, solicit, recommend, and prepare contracts with consultants, as needed.

PROGRAM MANAGEMENT: 100% AFFORDABLE HOUSING DEVELOPMENTS

- Review compliance activities, including monitoring of regulatory agreements and performing administrative tasks as requested by the City related to its affordable housing loan portfolio.
- Recommend and prepare policies and procedures related to the use of local funds for the development of 100% affordable housing, including developer selection criteria.
- Research and inform the City of affordable housing funding and financing sources, guidelines, and deadlines.
- Review and evaluate affordable housing proposals and make recommendations regarding project selection to the City Council.
- Assist City with disposition of City owned properties to produce affordable housing, including selection of a developer, assistance with project approval, and assistance with funding applications, while assuring compliance with State laws related to property disposition.
- Attend meetings and make presentations to City staff, City Council, administrators, and various private and community organizations to discuss project status, as necessary.
- Review existing affordable housing agreements and assist City with efforts to preserve existing income restricted housing threatened by rehabilitation needs or expiring affordability agreements.

IMPLEMENTATION OF THE HOUSING ELEMENT

In consultation with City, HEART may undertake additional activities intended to implement the Housing Element and the City's housing goals including, but not limited to:

- Assist City with the completion of State required Annual Progress Reports.
- Draft an application to the State for a Pro-Housing Designation.
- Develop and begin implementation of monitoring procedures for Accessory Dwelling Units.
- Advise City on the use of local funds for programs that support resident stability such as rental assistance, relocation assistance, eviction prevention, home repairs, housing preservation, and foreclosure prevention.
- Assure that the City website includes information on fair housing, housing resources, and services and recommend adding information as needed.
- Prepare and make information available to City residents on housing-related questions.
- Serve as a resource for City residents on housing related questions.
- Implement other Housing Element goals, as defined by the City.

MONITORING EVOLVING STATE AND FEDERAL GUIDELINES AND RESOURCES

- Review and prepare memos on proposed Federal and State regulations and their prospective impact on local requirements and programs, and suggest alternative courses of action, as applicable.
- Provide updates to City elected officials regarding details on State and Federal requirements.
- Maintain an awareness of the availability, guidelines, and deadlines for federal and state affordable housing funding sources.

RESOLUTION NO. XX– 2024

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

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HOUSING
ENDOWMENT AND REGIONAL TRUST OF SAN MATEO COUNTY (“HEART”) FOR
TEMPORARY HOUSING STAFF FOR AN AMOUNT NOT TO EXCEED \$131,500 AND
WAIVING THE FORMAL BID PROCEDURE PURSUANT TO EAST PALO ALTO MUNICIPAL
CODE SECTION 2.84.070(D)**

WHEREAS, Housing Endowment and Regional Trust of San Mateo County (“HEART”) provides housing staffing support (“HEART Shared Housing Staff”) across various municipalities in San Mateo County (“County”), including the City of East Palo Alto (“City”); and

WHEREAS, HEART is a Joint Powers Authority (“JPA”) established by the County and cities and towns within the County (“Member Agencies”) via the Joint Exercise of Powers Agreement dated May 13, 2003, as amended and superseded by the First Amended Joint Exercise of Powers Agreement dated September 9, 2008; and

WHEREAS, on June 14, 2025, via Resolution No. 64-O-2024, the City Council adopted the FY 2024-25 Budget, approving an allocation of \$135,000 for temporary housing staff augmentation (“Temporary Housing Staff”) that would support staffing in both the Rent Stabilization Program and Housing, with \$54,000 toward added Rent Stabilization Program staffing support, and \$81,000 toward added Housing staffing support; and

WHEREAS, in FY 2024-25, the City will have salary savings of approximately \$50,000 from the General Fund, Measure HH Fund, and Housing Successor Fund from the Housing Project Manager and Housing & Economic Development Manager positions; and

WHEREAS, as a Member Agency and also a part of the community collaborative 21 Elements, the City of East Palo Alto wishes to waive the formal bid procedure and execute an agreement with HEART to allow for staff augmentation and additional support to temporarily fill in while staff are out on leave, given the size of the contract (relatively small), the need for coordination with work already completed by the existing vendor (HEART), and the immediate need for such services, would make it unlikely that going out to bid would lead to a significantly lower contract value for the services needed, in the time frame required.

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, negotiate and execute a one-year agreement in an amount not-to-exceed of \$131,500 with Housing Endowment and Regional Trust of San Mateo County (“HEART”), in a form approved by the City Attorney, with the possibility of two one-year extensions, for Temporary Housing Staff support; and
3. Waives the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D); and

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

PASSED AND ADOPTED this 1st day of October 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



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 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 September 17, 2024, City Council Meeting Minutes.

Attachments

1. September 17, 2024, Minutes.



EAST PALO ALTO CITY COUNCIL REGULAR SESSION AGENDA

Tuesday, September 17, 2024, 6:30 PM
EPA Government Center
2415 University Avenue, First Floor
East Palo Alto, CA 94303

1. CALL TO ORDER AND ROLL CALL

The City Council meeting was called to order by Mayor Lopez at 6:31 PM.

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

2. APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Councilmember Gauthier, seconded by Councilmember Romero, and passed unanimously.

3. APPROVAL OF CONSENT CALENDAR

Councilmember Romero requested that item 3.1 be pulled for discussion. A motion to approve the consent calendar except for item 3.1 was made by Councilmember Gauthier, seconded by Vice Mayor Barragan, and passed unanimously.

3.1 **Response to Grand Jury report regarding assessment and reporting of internal controls**

The following speakers provided public comment:

- Adrienne Bryant

A motion to approve item 3.1 was made by Councilmember Romero, seconded by Councilmember Gauthier and passed unanimously.

3.2 **City's Response to the San Mateo County's Grand Jury Report Titled "Restaurant Exteriors – The Neglected Space"**

3.3 Increase the shared \$ 200,000 Not-to- Exceed (NTE) to \$350,000 Not-to-Exceed (NTE) with an additional two annual extensions at the City Manager’s discretion with Regional Government Services (RGS), Muchmore than Consulting, LLC, and CPS HR Consulting for Human Resources (HR) Support

3.4 Ratification of Application for the Partnership for the Bay's Future Policy Fund Grant

3.5 Reproductive Freedom Defender Resolution

3.6 City Council Meeting Minutes

4. CLOSED SESSION

5. PUBLIC COMMENT

The following speakers provided public comment:

- Laura Rubio

6. INFORMATIONAL REPORTS

6.1 Informational Report on Ending Temporary Reductions in Water Rates Effective October 1, 2024, and Implementing the Water Rates Effective as of July 1, 2023

At the request of staff, Mayor Lopez recommended that Item 6.1 be tabled and brought forward at the next Regular City Council meeting, scheduled for October 1, 2024.

7. SPECIAL PRESENTATIONS

8. PUBLIC HEARINGS

9. POLICY AND ACTION

9.1 Use of Surveillance Cameras and Automated License Plate Recognition Systems for Enhanced Public Safety

Jeff Liu, Chief of Police, presented on item 9.1.

The following speakers provided public comment:

- Leland Francois

- Nunya

- J.T. Faraji

- Ofelia Bello
- Larry Moody

Pastor Paul Baines and District Attorney Stephen M. Wagstaff provided presentations in favor of item 9.1.

A motion to approve item 9.1 was made by Councilmember Gauthier, seconded by Vice Mayor Barragan and passed unanimously.

9.2 Compassionate Clearance of Homeless Encampments

Mayor Lopez provided a presentation regarding item 9.2.

The following speakers provided public comment:

- Leland Francois
- Ravneed Chaudhary
- Pastor Paul Baines
- Madeline Anderson
- Adrienne Bryant
- Nunya
- Adrienne Bryant
- Maureen Larsson

After discussion, Council decided not to move forward with the item.

10. COUNCIL REPORTS

10.1 Potential Reconsideration of Public Works and Transportation Commission's April 17, 2024 Decision on EPACENTER's request for a loading zone

City Manager, Melvin E. Gaines, provided a brief introduction for the item. Councilmember Abrica provided an explanation of the item. Nadine Rambeau, Executive Director of EPACENTER, also provided an explanation on item 9.2.

A motion to approve item 10.1 was made by Councilmember Abrica, seconded by Councilmember Gauthier and passed unanimously.

10.2 Recommendation to form Measure HH Evaluation Subcommittee

Councilmember Abrica and Mayor Lopez were assigned to the Measure HH Evaluation Subcommittee.

Ruben Abrica provided a report that he will not be at the October 1 Council Meeting as he will be at the inauguration of the first Woman President in Mexico City.

Councilmember Gauthier announced the Senior Prom, a Men's Health Symposium, an "OG" Picnic event, and a Civic Education fair event.

Councilmember Romero announced that the County of San Mateo will provide flu vaccines and COVID vaccines in October.

11. ADJOURNMENT

The meeting was adjourned at 10:03 PM



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Proclamation of the City Of East Palo Alto Declaring Saturday September 28th as Zakiya Carr Johnson Day

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO DECLARING SATURDAY SEPTEMBER 28TH AS ZAKIYA CARR JOHNSON DAY

WHEREAS, Zakiya Carr-Johnson is the Chief Diversity and Inclusion Officer in the United States Department of State and

WHEREAS, Zakiya grew up in the City of East Palo Alto, where her early experiences shaped her passion for public service and community engagement; and

WHEREAS, Zakiya attended Nikasemu Emu, Shule Mandela Academy two independent Schools and Willow Oaks School a public school, laying the foundation for her academic and personal growth, fostering a lifelong love for learning and leadership; and

WHEREAS, she graduated from Menlo-Atherton High School, where her dedication to academic excellence and community involvement continued to flourish; and

WHEREAS, Zakiya attended and graduated from Howard University, Syracuse University and University of Sao Paulo (Brazil) furthering her education and broadening her horizons, and

WHEREAS, she is one of three siblings, alongside her sisters Sharifa Carr and Jamila Carr, born to Jeffrey and Aminifu Carr, who instilled in them the values of hard work, resilience, problem-solving and the importance of giving back to the community; and

WHEREAS, her participation in local programs such as Bala Ba Congo (and African dance group), Sisters of Tomorrow exemplified her dedication to the arts, mentorship and empowerment, inspiring girls to break barriers in the pursuit of their dreams, and

WHEREAS, Zakiya has shown remarkable dedication in her efforts to promote initiatives that address critical global issues, including human rights, environmental sustainability, and economic development, demonstrating her commitment to the core values that guide our diplomatic efforts; and

WHEREAS, Zakiya's tireless advocacy for underrepresented communities and her commitment to inclusivity have not only enriched the country's diplomatic missions but have also ensured that the voices of all citizens are heard and valued in our global discourse; and

WHEREAS, Zakiya Carr's work impact extends beyond the walls of the State Department, resonating within the communities she serves and the international partners she engages, and

WHEREAS, it is fitting that the city, during her brief visit to East Palo Alto, takes this opportunity to recognize and celebrate her remarkable work as she embodies the true spirit of service, diversity and inclusion.

NOW, THEREFORE, BE IT RESOLVED, I, Mayor of the City of East Palo Alto, do hereby proclaim Saturday, September 28th as Zakiya Carr Johnson Day in recognition of her outstanding contributions, dedication, and exemplary service to East Palo Alto, the United States and the global community.



Dated: September 3, 2024

Antonio D. Lopez, Mayor



POLICY AND ACTION 9.1



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Amy Chen, Community and Economic Development Director
Karen Camacho, Housing and Economic Development Manager
Natasha Raiburn, Rent Stabilization Program Administrator

SUBJECT: Residential Rental Property Registry – Selection of Registry Developer

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate and execute a three-year contract with OpportunitySpace, Inc. (doing business as Tolemi), in a form approved by the City Attorney, in an amount not to exceed \$150,000 annually and with two one-year extensions at the sole discretion of the City Manager to develop and maintain a residential rental property registry (rent registry) for the City of East Palo Alto; and
2. Finding the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Promote Housing, Economic and Workforce Development

Background

On June 12, 2023, during the FY 2023-24 budget process, the City Council directed staff to establish a residential rental property registry (rent registry) and appropriated \$150,000 for implementation. The purpose of the rent registry is to allow the City to collect data on rental



POLICY AND ACTION 9.1

units, including single-family home rental properties and apartments, to monitor changes in tenancy and rents, and to track compliance with local regulations including the City's rent control ordinance and residential rental property business tax (Measure L). City staff began researching rent registries among other communities, analyzed the necessary components of a rent registry in East Palo Alto, and explored potential vendors the City could use to implement a rent registry.

On March 19, 2024, City staff provided an update to the City Council and discussed: 1) the recommended components of an ordinance to enact a residential rental property registry, 2) the potential need to return to the City Council to introduce a residential rental property registry ordinance; and 3) next steps to release a procurement in order to implement a residential rental property registry. Please see March 19, 2024, Policy and Action Item 9.1¹.

On June 28, 2024, the City issued a Request for Proposals (RFP) for a firm to develop a rent registry². The database will serve as a record-keeping system designed to track comprehensive information concerning rental properties and their respective owners and tenants. Its primary objectives include monitoring compliance with local law, including finance and housing regulations, analyzing trends within the housing market, tracking of compliance with local law, and providing valuable insights to policymakers for the formulation of effective housing policies.

Six questions were asked by potential RFP respondents and an addendum was posted on July 19, 2024. Resources and components from the current Rent Stabilization Program (RSP) and database were referenced in the RFP. Thus, the selected consultant will be tasked with helping the City transition the RSP database to this new rent registry.

The purpose of this staff report is to announce the selected firm and provide an update on the initial actions that staff and Tolemi will take to develop a rent registry citywide.

Analysis

Under the Rent Stabilization and Just Cause for Eviction Ordinance of 2010 landlords are required to properly register their rental properties with the City. The existing database is antiquated, and the developer of the database has retired from the City of Redwood City (please note Redwood City currently provides Information technology services to EPA). Additionally, the City has many different local laws (e.g., code enforcement, BMR, etc.), including Measure L which requires all landlords of rental units, including single family homes, to pay a gross receipts tax on rental revenue. An expanded database that encompasses the current rental database and also these other local laws would be helpful in monitoring compliance. Thus, a replacement and expansion of this existing database is necessary and desirable.

Respondents to the City's RFP were required to submit a proposal that thoroughly described their experience, capacity, and ability to perform the services being sought by the City.

¹ Link to March 19, 2024 City Council Meeting (item 9.1): <https://d3n9y02raazwpg.cloudfront.net/cityofepa/16abdc1d-c609-11ee-8fe8-0050569183fa-3408cd31-ecd7-4429-9d91-65986d552499-1710432004.pdf>

² Link to Rent Registry RFP: https://www.cityofepa.org/sites/default/files/fileattachments/community_amp_economic_development/page/23955/city_of_east_palo_alto_-_rfp_rent_registry_06.28.24.pdf



POLICY AND ACTION 9.1

Two respondents, Tolemi and 3Di, submitted complete proposals by the August 16, 2024, deadline.

Scoring and Interviews

The RFP featured the following scoring criteria. As shown in Table 1 below, respondents could receive up to 20 points each for experience, similar engagements, reference checks, proposed methodology, and budget.

Table 1. Evaluation Criteria

RFP Content Area	Description	Possible Points
Experience	Respondent shall demonstrate experience with local governments.	20
Similar Engagements	Respondent shall list the most significant implementation and support services provided, performed in the last three (3) years that are similar to the engagement described in the RFP.	20
References	Respondent shall provide at least three (3) client references for whom services like those outlined in the RFP are currently being provided.	20
Proposed Methodology	Respondent shall show a proposed work plan and include major areas to be reviewed, philosophy or approach to providing the full scope of services, as well as bidder's ideas for maintaining open communication with City staff.	20
Budget	The budget should be proposed on a per unit cost and competitive, with the price fully loaded.	20

A panel of three staff from the Rent Stabilization program and Housing team reviewed the submitted proposals. In order to move forward to the interviews, respondents had to score at least 60 out of the 100 points. Both respondents, Tolemi and 3Di passed and were interviewed on September 6, 2024. The panel prepared a video recording of the current Rent Stabilization database and shared it in advance with the respondents, highlighting key aspects and the necessary functionality of the database. The respondents then prepared a presentation which included a demonstration of their software and explained how they would improve those key aspects and functionality with their database software.

The submissions were evaluated by the City staff, and their scores were tallied under the points detailed in table 1 above. Respondents scored evenly on criteria with the following exceptions:

- Each firm provided three references, and upon City staff checking with those references, Tolemi received two positive responses, whereas 3Di only received one, with a satisfactory response.
- Tolemi has deployed Rental Registration and Stabilization solutions to over 100



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municipalities including other Bay Area cities such as Half Moon Bay, Monterey, and the Berkeley Rent Board.

The greatest spread on points was where the respondents presented their methodology and addressed staff's questions in the interview. In general, Tolemi seemed more responsive and flexible to staff requests for changes in the database setup. 3Di limited the number of requests and changes that could be made through limited Genie Hours each month. Tolemi's proposed methodology is based around two off-the-shelf web applications, Slate and Building Blocks:

- Slate is an online portal that allows landlords to submit required registration information via computer or mobile device. It has built-in validation to ensure correct data is submitted and provides the ability to register multiple properties more easily, all in an intuitive, easy to understand dashboard.
- Building Blocks is a software that integrates data from other databases into a single, map-based analytical tool.

Proposed Cost

Tolemi originally proposed three pricing options. During the interviews and follow up between Tolemi and City staff it was determined that option 2 and 3, which each were of lesser total cost, would not adequately address the scope and needs of the City on this project and removed from consideration. Additionally, Tolemi had included a \$7,000 one-time cost to set up the implementation process in the first year, but Tolemi was understanding that a \$150,000 budget had already been allocated to this process and was willing to remove that from the estimate. The following describes the cost breakdown of implementation costs for the first year as well as for the ongoing years of maintenance:

Registration: \$20/unit x 7,000 units = \$140,000
Outreach: 7,000 pieces of mail at \$1/per* = \$7,000
Total = \$147,000 per year

* This estimate for mail is assuming regular postal mail. Tolemi also provided a quote for certified mail at \$7.00 per mail, which would only be charged if necessary to send certified mail.

Tolemi understands that the total number of registrants could go up upon the deployment of their software which may reveal more unregistered units that need to come into compliance. City staff are estimating anywhere between 7,000 and 10,000 residential units in EPA, but had initially asked respondents only to reference an estimated 7,000 units as this was the same number reported in the recently City adopted Housing Element. Tolemi is willing to work with staff and cap the total budget for registration costs so that the project doesn't exceed the \$150,000 budget. If there is a significant shift in the rental unit number and the number exceeds 7,000, City staff may return to City Council to negotiate a different per registrant cost or request an increase in the rent registry budget. Also annually, beyond the first year of implementation and the



POLICY AND ACTION 9.1

establishment of the rent registry, the number of registrants may fluctuate up or down, thus this contract is based on a not-to-exceed amount.

Fee Recovery

The current annual registration fee per non-exempt rental unit for the period of July 1, 2023 to June 30, 2024 is \$234. On September 6, 2024, the Finance Department released a RFP to hire a consultant to help conduct a full cost allocation and user fee study. This comprehensive review and evaluation of citywide user fees will be conducted under a separate process and timeline. City staff will try to align the two processes of creating a citywide rent registry and the cost allocation and user fee study so that the Rent Stabilization and housing programs as well as the rent registry process may be included in that analysis and update. A fee could be established to recover the cost of implementation and maintenance of this new rent registry. Note the reason the respondents to this RFP were asked to provide a per registrant cost was so that there was an easily identifiable cost that could fully or partially be passed onto registrants. The Council could decide to only pass on the per registrant cost of \$20 or to also recapture some of the initial implementation and outreach costs (estimated at \$7,000).

Proposed Scope of Work and Contract Terms

Tolemi will support the City and:

- Provide a portal for Landlords to register and manage their properties
- Provide a portal for Tenants to access data and file complaints
- Provide a backend system for staff to manage the registration process, build reports, and assist those that cannot register online
- Automate and log communications via email and physical direct mail using the users preferred language (English and Spanish)
- Automate decision points based on underlying data
- Calculate and collect fees and fines
- Integrate the software with other city systems
- Provide a single point of entry for support including Spanish bilingual support
- Enforce compliance through rental identification and proactive outreach to new owners
- Provide staff with the ability to build reporting on an ad hoc basis and for them to access prebuilt reports
- Publish data to the tenants, landlords, and/or the public as a whole
- Migrate historic data from the RSP database into Tolemi

City staff would like to propose a three-year agreement with Tolemi, and to also include two one-year extensions that may be administratively approved by the City Manager. Although the contract with Tolemi will include a termination clause that if the City were to choose to end the contract with Tolemi and move to another software provider, the City could with proper notice and lead time to transfer the database; but the City and Tolemi both understand that the process of setting up this database could benefit from a check-in 3-5 years down the road, after the



POLICY AND ACTION 9.1

database has been set up, tested, and utilized. If at that time, Tolemi is performing well, the City Council has the ability to extend the contract under new terms or direct staff to explore another vendor or release another procurement. Again the contract with Tolemi will include terms that allow the City to have dependable service and an ability to stop the contract term at any time. As long as the budget for the database is adopted by Council as a part of the departmental budget each year, the contract will remain in effect during the contract term. City staff may return to Council at the end of the first year of implementation to ensure the set up and roll out of the new database is meeting the expectations of the City.

Next Steps

Upon City Council approval, City staff will finalize an initial three-year agreement with Tolemi in a not-to-exceed amount of \$150,000/annually. The contract will initiate once all parties have fully executed the agreement. Development of the rent registry, testing, and implementation is anticipated to start after the agreement is executed and to take 6 months to a year, with an official launch in 2025. Lastly outreach and coordination are going to be extremely important to the successful launch of the citywide rent registry. Below is an estimated schedule assuming a contract execution will take approximately 30 days:

- By end of October 2024 - Contract executed
- Q4 2024 to Q1 2025 – Internal implementation with Tolemi
- End of Q2 2025 – First draft of rent registry database, initial outreach
- End of Q3 2025 – Initial launch of RSP portion of rent registry database, testing and refinements, continue outreach and focus outreach on non-RSP units
- End of Q4 2025 – Launch Citywide of rent registry, retest of RSP portion and confirmation of Citywide registry
- Goal is to require all rentals to be registered by January 1, 2026

Fiscal Impact

There is no budget amendment required by this action and report. \$150,000 was carried over from the previous fiscal year (FY23-24). This program will require an additional ongoing cost of \$150,000 per year in the General Fund, which will be included in upcoming fiscal years budgets. Council may choose to recover the registration fees by charging registrants. Additionally, Tolemi has noted in their proposal that they are able to aid in billing the registration fee directly to registrants to lessen the burden on the General Fund and allowing a simple online payment system that is built into the database. City staff will further explore this direct billing option with Tolemi and also return to City Council if further considerations or approval is needed.

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.



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Environmental

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

Government Code § 84308

Applicability of Levine Act: 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

RESOLUTION NO. XX-2024

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

AUTHORIZING THE CITY MANAGER TO AWARD, NEGOTIATE AND EXECUTE A CONTRACT WITH OPPORTUNITYSPACE, INC. (DOING BUSINESS AS TOLEMI) FOR THE DEVELOPMENT AND MAINTENANCE OF THE CITY’S RENT REGISTRY AND ADDITIONAL SERVICES AS NEEDED, FOR A TOTAL CONTRACT NOT-TO-EXCEED OF \$150,000

WHEREAS, the City issued a Request for Proposals (RFP) on June 28, 2024, to identify a firm to develop the City’s Residential Rental Property Registry (Rent Registry); and

WHEREAS, the City of East Palo Alto received two proposals in response to the RFP by the August 6, 2024 deadline; and

WHEREAS, City staff reviewed and recommended for selection the proposal submitted by Tolemi (Contractor), for a total not-to-exceed amount of \$150,000/annually; and

WHEREAS, \$150,000 was originally budgeted in Fiscal Year 2023-2024 and carried over to Fiscal Year 2024-2025 budget.

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

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;
2. Authorizing the City Manager to award, negotiate and execute a three-year contract with OpportunitySpace, Inc. (doing business as Tolemi), in a form approved by the City Attorney, in an amount not to exceed \$150,000 annually and with two one-year extensions at the sole discretion of the City Manager to develop and maintain a residential rental property registry (rent registry) for the City of East Palo Alto; and
3. Finding the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 1, 2024
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: Shiri Klima, Assistant City Manager
SUBJECT: Strategic Priorities and Work Plan RFP

Recommendation

1. Provide feedback to staff as to whether the Strategic Priorities should be for four or six years; and
2. Adopt a resolution:
 - a. Authorizing the City Manager to issue a request for proposals (RFP) for City of East Palo Alto Strategic Plan and Work Plan (to return to Council for award); and
 - b. Finding the proposed action does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Ensure Our Financial and Organizational Health

POLICY AND ACTION 9.2

Background

The East Palo Alto City Council has a long-standing practice of holding annual priority-setting sessions. The purpose of these sessions is to enhance decision-making and ensure that limited staff and financial resources are focused on the initiatives deemed most important by the Council. The Council's priorities act as broad focus areas, guiding the direction of community projects and programs. These priorities are informed by the community's needs and reflect the most pressing goals the community wants to address. By clearly identifying these priorities, the City Council ensures that staff stay focused on the community's top needs and provide clear direction to the City Manager. These priorities also shape the Council's budget process, allowing the administration to concentrate resources on the initiatives that matter most.

On April 18, 2023, the City Council adopted a resolution that established the City Council's priorities for fiscal years 2023-2024 and 2024-25. The Council Priorities for years 2023 through 2025 are:

- Promote Housing, Economic and Workforce Development
- Implement the Comprehensive Transportation and Mobility Plan
- Promote Health & Public Safety
- Ensure Our Financial and Organizational Health
- Improve the City's Water Infrastructure
- Develop and Implement a Comprehensive Facilities Master Plan
- Enhance Community Services and Parks for Residents

Following the establishment of Council Priorities, the Priority Setting process proceeds to craft the 2-Year Council Work Plan.

This process has served the City of East Palo Alto well. This RFP builds on that process by adding a more robust community, city council, and staff engagement process on the front end (which will take a few months) to inform the Council's strategic priorities and work plan development.

Analysis

Staff has prepared the attached request for proposals (RFP) to solicit a consultant who would lead the City to develop its four- or six-year strategic priorities and first two-year work plan. The strategic priorities would be the overarching policy priorities of the City, as defined by the Council. The two-year work plans will be a list of projects and programs to build, develop, or improve, along with metrics to measure such progress. At the end of each two-year cycle, we will evaluate the success of the past two years using the metrics established from the beginning, and we will determine the next two years' work plan.

POLICY AND ACTION 9.2

Should the Strategic Priorities Be Developed for Four or Six Years?

In the RFP, the City invites proposals for the facilitation and development of multi-year Strategic Priorities (as well as the first two-year Work Plan), and the question is whether the Strategic Priorities should be developed for four or six years. Many of these projects and programs take many years to build, implement, or secure. That said, staff is sensitive to the onboarding of new Council members after these Strategic Priorities have been developed, and staff is unsure how often the community should be re-engaged in this discussion.

The Process of Determining Strategic Priorities and a Work Plan Is as Important as the Outcome

The RFP requests from proposers a significant community engagement process to determine those strategic priorities. In the past, the community has been invited to engage, but such engagement has not been robust. The RFP states in relevant part:

“The priority setting must include significant community engagement, including ensuring different sectors of the community are involved in providing feedback. The selected consultant must engage East Palo Alto’s multicultural community, offer such opportunities in various languages, and reach out to different age groups. The consultant may conduct public meetings, stakeholder group sessions, outreach forums, online surveys, social media analyses, information booths at local events (if any), and other appropriate outreach deemed necessary to achieve robust input from our community. The consultant must also include engagement to ensure employees throughout the organization participate in reviewing and providing feedback on the City’s priorities.”

Following that robust process, the consultant will synthesize the feedback and lead the Council in a priority setting workshop which will entail drafting a vision statement and assessing possible strategic priorities. Once finalized, each department will prepare a list of priority projects or programs related to each such strategic priority, and then Council will determine a work plan for the first two years (FY25-26 and FY26-27). This is anticipated to be completed at the same time as the FY25-26 budget, such that the budget aligns with the new work plan.

Scoring the RFP

Staff will score the RFP based on a few critical criteria. First, up to thirty points will be assigned for experience the consultant has in leading similar projects in California and relevant qualifications of key personnel assigned to this project. Second, the proposal needs to demonstrate a well thought out, comprehensive approach to the project; this is also worth thirty points. Third, for twenty points, the proposal must demonstrate an understanding of the City’s objectives and a responsiveness to our specific needs. For the final twenty points, the fees and cost proposal, while not determinative, must be reasonable.

Once scored, staff has left an opportunity to interview the consultants, although this step is not mandatory if the proposals clearly highlight a preferred consultant. Staff anticipates returning to

POLICY AND ACTION 9.2

the Council in early December with a recommendation for Council to award a contract to a particular consultant. The work of community outreach will begin early in the new year.

Fiscal Impact

There is no fiscal impact of releasing this RFP.

Public Notice

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

Environmental

The proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 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 proposed action does not involve an entitlement.

Analysis of Levine Act Compliance: Not applicable.

Attachments:

1. Resolution

CITY OF EAST PALO ALTO
Request for Proposals for
City of East Palo Alto Strategic
Priorities and Work Plan



Release Date: October 3, 2024
Deadline for Questions: October 17, 2024
Deadline for Responses: October 31, 2024, at 5pm

S

I. Purpose

The City of East Palo Alto (“City”) invites proposals for the facilitation and development of a **four/six**-year City Strategic Priorities and a Council Work Plan for the first two years (with contractual options to bring the Consultant back for future two-year work plans). Strategic priorities and a work plan are vital tools for local jurisdictions to ensure that the vision and priorities set by the City Council are clearly conveyed to employees and the community, the City strategies and projects are developed to meet Council priorities, and that overall City government is accountable to meeting community needs.

II. About the City of East Palo Alto

The City of East Palo Alto is a beautiful community located in the heart of the Silicon Valley, uniquely positioned to maximize its potential as a significant city in the region. Founded in 1849, the unincorporated town was originally named Ravenswood. In July 1983, the residents decided to incorporate as East Palo Alto.

East Palo Alto is in southern San Mateo County, California, and borders San Francisco Bay to the north and east, the City of Menlo Park to the west, and the City of Palo Alto to the south. The City has a population of approximately 31,500 with an area of 2.5 square miles.

The City features a rich heritage, a culturally diverse community, and a moderate climate. Centrally located with close proximity to the San Jose and San Francisco international airports, East Palo Alto brings a commitment to the environment and to expanding open space and park facilities. This is a friendly residential community with a small town, family-oriented atmosphere, a progressive public school district, and excellent private schools.

Major nearby colleges include Stanford University, San Jose State University, San Francisco State University, and the University of San Francisco.

The City of East Palo Alto is a general law city that operates under the Council/Manager form of government. The five-member elected at large City Council is the duly elected governing body of the City. Members of the City Council are elected to serve four-year terms.

To assist the Council and the residents of the City in carrying out the duly established policies of the Council and to administer the needs of the City, the

Council establishes the structure and procedures for governing and administering the City. The Council appoints the City Manager and City Attorney. The City Manager in turn appoints other City department heads, who are responsible for the proper function of their respective departments in conducting the established policies of the Council and serving the needs of the residents.

East Palo Alto is a full-service City with 122.4 full-time equivalent (FTE) staff members. The City has an adopted FY 2024-25 General Fund budget of \$35.8 million. East Palo Alto delivers municipal services through seven departments: City Manager, City Attorney, City Clerk, Finance, Community and Economic Development, Public Works, and Police.

III. Scope of Work

The City is aware that there are a variety of perspectives, models, and approaches available to develop a strategic planning document; therefore, each Proposer should propose a framework or model that the Proposer believes to be most suitable for the City at this time.

Anticipated Tasks

A. Background Review and Environmental Scan

The Consultant will identify internal and external factors to be considered during the development of this strategic plan. These factors can then provide a realistic context for the strategic plan and ultimately provide an increased opportunity for making positive changes in the organization and the community. This task includes a background review of relevant residential and employee surveys, previous priority setting documents and initiatives, and other key strategic planning documents.

B. Community and Employee Engagement

The priority setting must include significant community engagement, including ensuring different sectors of the community are involved in providing feedback. The Consultant must engage East Palo Alto's multicultural community, offer such opportunities in various languages, and reach out to different age groups. The Consultant may conduct public meetings, stakeholder group sessions, outreach forums, online surveys, social media analyses, information booths at local events (if any), and other appropriate outreach deemed necessary to achieve robust input from our community. The Consultant must also include engagement at least managers and above, if not all employees throughout the organization (via survey or otherwise), in reviewing and providing feedback on the City's priorities.

C. Priority Setting Retreat with City Council

The Consultant will facilitate a priority setting workshop with the City Council as a key step in the strategic planning process. Prior to the workshop, the Consultant will perform the following tasks:

- Interviews with each City Council member; a focus group with the management team and department heads; and a pre-retreat survey of Council members, the management team, and the department heads;
- Workshop agenda planning and development of some possible draft vision statements as well as some possible draft strategic priorities; and
- Synthesis of all feedback obtained from community and employees in a digestible, data-driven way to inform the Council.

The all-day Saturday retreat will take place in February (but may be pushed back to March). The Consultant will lead the Council in determining its vision statement and top strategic priorities.

D. Draft Vision Statement, Strategic Priorities and Project List

Based on the priority setting preparation and workshop, the Consultant will finalize drafts of a vision statement as well as strategic priorities, and work with each department to prepare a list of priority projects or programs organized by each strategic priority over the course of the **four/six**-year term.

E. Development of Council Work Plan

The Consultant will develop the Council work plan for the first two fiscal years (FY25-26 and FY26-27), which will include timetables for achievements and measurable goals. Based on feedback from the management team, department heads and employees, the draft Work Plan shall be grounded in a realistic assessment of staff and funding capacities and make resource adjustment recommendations for successful implementation.

F. Council Work Session and Approval

Based on the tasks above, the Consultant will prepare presentation materials and participate in a Council Study Session, most likely on a weeknight evening, to present and receive feedback on the draft Work Plan, as well as attend a Council meeting scheduled for the final adoption of both the Strategic Priorities and Work Plan.

IV. Proposal Requirements

In developing a proposal in response to this RFP, Proposers should be concise, limiting their responses to the specific questions and requirements set forth herein. A response to this RFP must include the following sections in the order listed:

A. Transmittal Letter

The Proposal must include a transmittal letter signed by a person within the company who is authorized to bind the company, preferably the proposed Lead Consultant. RFP Proposals with unsigned transmittal letters will be rejected. The transmittal letter must include a representation by the Proposer that, except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP or in the City of East Palo Alto.

B. Project Understanding and Executive Summary

Describe the Proposer's understanding of the City and the project as outlined in this RFP and its attachments as well as provide a high-level approach to the successful implementation of the proposed scope of services.

C. Scope of Services and Methodology

Provide a proposed scope of services as requested and consistent with this RFP. Please list any additional services suggested as separate line items.

D. Description of Proposer

1. A brief description of your company's background, size, office locations, and history as it may be relevant to the services required.
2. If your offices are in more than one city, indicate which office will provide the services.
3. Describe your experience providing similar services for other public agencies, with an emphasis on California jurisdictions and agencies and federal authorities, any related projects, and studies.

E. Proposer's Team

1. List all the professional staff you intend to assign to the engagement and the area(s) of specialization for each person. Describe the role of each person who will be assigned to the engagement.

2. Identify the Lead Consultant who will be the primary contact in providing services to the City, and who will be listed as a key person in the Agreement with the City.
3. In an appendix, include professional biographies for all professionals who will be assigned to provide services in your Proposal.

F. Exceptions to the RFP

If the Proposer takes exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and the reason(s) for the exception explained.

G. Project Cost, Fees, and Charges

The Proposal must include a project total cost expressed as a not to exceed amount of charges to the City. The Proposal also must state an hourly fee structure for the services contemplated and pricing for each of the major tasks outlined under the anticipated scope of work. Proposer shall be responsible for all travel and per diem incurred in the performance of this agreement; thus, any such expenses shall be included in the prices and should not be presented as separately payable items. For all work performed, provide the hourly rates to be billed. Also describe how customary reimbursable expenses will be charged.

H. Project Timeline and Initial Draft Results

Provide a proposed schedule for the project. If feasible, the City prefers community and staff feedback to occur this winter such that it can be summarized, analyzed and provided to the Council by February or March. The City Council's annual retreat is typically held in February but can be in March if needed. The City prefers that the final version of these strategic priorities be adopted by Council with the FY25-26 budget, whose adoption is planned for June 2025.

I. References

Please provide at least three client references for whom your company has performed similar work to those requested in this RFP during the past five years. For each client, please provide the name, street address, telephone number and email address as well as a brief description of the project completed for that organization.

J. Completed Reports

Please provide three completed reports that your company has developed in the past five years for cities, counties or local government agencies that are comparable to the project outlined in this RFP. Provide examples of data collection forms, surveys or other similar documents you propose to use in this project.

K. Professional Services Agreement

The Agreement for the Project will be in similar form to the agreement attached as **Attachment 2**, City of East Palo Alto Contractor and Professional Services Agreement. If the Proposer desires any modifications to the form of the Agreement, the proposed modifications must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement, which is subject to minor modifications by City. Failure to identify contractual issues of dispute may later be the basis for the City disqualifying a Proposer.

L. Statements

1. A statement disclosing any potential financial, business, or other relationships with any company or firm that has an active or pending development application with the City.
2. A statement as to whether the Proposer or any officer or employee of the company who has a proprietary interest in the Proposal (even if not proposed for this project), either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason. If so, please provide dates and resolution.
3. A statement as to whether the Proposer or any officer or employee of the company who has a proprietary interest in the company (even if not proposed for this project) has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, State, or local government project because of a violation of law or safety regulation, and if so, explain the circumstances.

M. Insurance Requirements

Proposer shall acknowledge the City's insurance requirements (Exhibit C) and shall state affirmatively that it can comply with these requirements or identify specific provisions for which the Proposer seeks waiver or modification.

V. Submittal Requirements**A. Authorization**

The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

B. Delivery

Each Proposer must submit three complete double-sided copies of its Proposal and a portable hard drive containing a PDF Proposal. Proposals must be in a sealed envelope or box bearing the caption "City of East Palo Alto Strategic Priorities and Work Plan" to:

City of East Palo Alto
Attn: James Colin, City Clerk
2415 University Avenue, 2nd Floor
East Palo Alto, CA 94303-1148

Proposals may be submitted in person or by mail but must be received by the time and date specified on the cover. Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery services. Postmarking by the due date will not substitute for actual receipt.

VI. RFP Questions & Answers

Questions related to this RFP should be submitted to the City by the date specified on the cover. Such questions should be directed to Shiri Klima, Assistant City Manager, at sklima@cityofepa.org with the subject line "Question(s) regarding Strategic Priorities and Work Plan RFP." (Questions sent to a different email address, with a different subject line, or both may be disregarded.) The City will provide a reply to each question submitted within a week of the Question Submittal deadline.

VII. Selection Criteria & Process

The City expects to evaluate the proposals based on evaluation criteria including the following, which are not necessarily listed in order of importance:

Criteria	Points
Experience leading similar projects in California and relevant qualifications of key personnel assigned to this project	30
Well thought out, comprehensive approach to the project	30
Proposal demonstrates an understanding of the City's objectives and a responsiveness to our specific needs	20
Reasonableness of fees and cost proposal (though cost is not determinative)	20
Total Points	100

A. Selection Process

The City will select a Proposer based upon its qualifications and experience, together with its responses to the requests for information set forth above. It should be noted that none of these factors in and of themselves are determinative, and the City reserves the right to select one or more Proposers on any basis that are in the best interests of the City. The City may contact companies regarding questions raised in their proposals.

B. Interviews of Proposers

After the submittals are evaluated, the City, at its sole discretion, may elect to interview all, some, or none of the Proposers. The interview will help to clarify each proposal and the approach and qualifications for the project. Proposers may be asked to submit additional documentation at or after the interview stage. The City reserves the right to select a proposal without conducting interviews.

C. Recommendation to and Award by City Council

Based upon the interview and evaluation of the proposals, the top-ranked Proposer will be recommended to the City Council. The final selection of a Proposer and authority awarding the contract to proceed with these services shall be at the sole discretion of the City Council.

D. Execution of Agreement

The selected Proposer will be notified by City staff of intent to recommend that the City Council award the Agreement to Proposer. Within ten days of that notification, the selected Proposer must submit the executed Agreement and submit the required insurance certifications and endorsements to the City. City may, at any time, reject the Proposal of any Proposer that fails to comply with these requirements, and may offer the Agreement to the next highest ranked Proposer.

VIII. Selection Schedule

The City anticipates the following schedule:

Task	Date
Issue RFP	October 3, 2024
RFP questions due	October 17, 2024
Responses to questions issued	October 24, 2024
Proposals due	October 31, 2024, by 5pm
Evaluation of proposals	November 14, 2024
Interviews (optional)	November 18-22, 2024
City Council award of contract	December 3, 2024
Agreement execution, insurance submission	December 19, 2024
Kick-off meeting to start community input events	January 6, 2025

IX. General Terms and Conditions

The City reserves the right to reject all proposals before or after the due date and will not be responsible for any costs incurred by Proposers for preparing and submitting proposals and other associated expenses. The City also retains the right to withdraw the RFP at any time. All proposals become the property of the City once submitted and will not be returned.

In the event the City deems it necessary to clarify or amend the RFP, these changes will be made in the form of a written addendum posted on the City's website at: <https://www.ci.east-palo-alto.ca.us/rfps> and will be issued by the City to all firms receiving or requesting information on this RFP.

A professional services agreement will be prepared in the form shown in Attachment 2 with the attached scope of work, budget, and insurance requirements (Exhibit C). As of the submission deadline, if applicable, the consultant shall be registered with the California Secretary of State and be in good standing.

Prior to the City executing the professional services agreement, the consultant shall submit the required insurance certificates verifying compliance with Attachment C and a copy of the firm's current City business license. Information on obtaining a business license is available at <https://eastpaloalto.hdlgov.com/>.

There shall be no right to appeal any decision by the City concerning this RFP, including without limitation, the City's selection of the winning Proposer. Any such decision or determination is a final decision by the City.

Any information required by this RFP shall not be regarded as confidential and may be subject to public inspection or disclosure in accordance with federal, State, or local law. The City shall incur no liability for the inadvertent or negligent disclosure of such information. Accordingly, Proposers are prohibited from including information that they regard as confidential or otherwise proprietary, including without limitation, copyright, trade secret or other proprietary protection.

X. Attachments

- Attachment 1 – Key City Documents
- Attachment 2 – Contractor and Professional Services Agreement with:
 - Exhibit A – Scope of Work
 - Exhibit B – Compensation
 - Exhibit C – Insurance Requirements
 - Exhibit D – City of East Palo Alto's Policy Against Discrimination, Harassment Retaliation

Attachment 1
Key City Documents

1. **Existing Priorities:**
[Council Priorities | City of East Palo Alto \(cityofepa.org\)](https://www.cityofepa.org/council-priorities)
2. **Recent Survey Results**
<https://www.cityofepa.org/TALKS>
3. **Budget:**
https://www.cityofepa.org/sites/default/files/fileattachments/finance/page/4321/fy25_adopted_budget_-_final.pdf
4. **CIP**
<https://www.cityofepa.org/publicworks/page/capital-improvement-program>
5. **East Palo Alto 2035 Vista General Plan**
<https://www.cityofepa.org/planning/page/vista-2035-general-plan>

Attachment 2

Contractor and Professional Services Agreement

This Contractor and Professional Services Agreement ("Agreement") is made by and between the City of East Palo Alto, a municipal corporation ("City"), as authorized by the East Palo Alto City Council via Resolution No. _____, and _____, hereinafter referred to as "Contractor", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.
- 3. Term.** The term of this Agreement shall commence on _____ and shall continue in full force and effect until _____. Upon mutual consent if funds have not been fully expended, the City may extend the term of the agreement for up to an additional six months to _____.
- 4. Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 5. Indemnification.** Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

6. Insurance Requirements. Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled “Insurance Requirements for Contractor.” Failure to maintain required insurance at all times shall constitute a default and material breach

7. Accident Reports. Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

8. Conflict of Interest. Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor’s family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall comply with the City of East Palo Alto Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor’s family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor nor any of Contractor’s officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services pursuant to this Agreement.

10. Licenses, Permits, Etc. Contractor represents and warrants to City that all Contractor services shall be provided by a person, or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.

11. Business License. Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.

12. Standard of Performance. Contractor shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Contractor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

13. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Contractor is unable to meet the completion date or schedule of services, Contractor shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

14. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

15. Personnel. Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City.

The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

16. Prevailing Wages for Public Works Projects. For public works projects, Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. Contractor shall maintain certified payroll records evidencing such payment of prevailing wages as required by law.

17. Contractor Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Contractor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

18. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice.

Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

19. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations, and other work products, whether complete or incomplete, of Contractor resulting from services rendered pursuant to this Agreement, shall become the property of City. Contractor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

20. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Contractor in the performance of Contractor's services hereunder.

21. Assignment and Subcontracting. Contractor shall not subcontract, assign, or transfer voluntarily or involuntarily any of its rights, duties, or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty, or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Contractor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Contractor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Contractor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Contractor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

22. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

23. Non-Discrimination/Fair Employment Practices. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition, or physical handicap. Contractor agrees to abide by the City's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit D.

24. Official Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

Melvin E. Gaines
City Manager
City Manager's Office
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303-1148

If to Contractor:

Any party may change its address to receive notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

25. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

26. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

27. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California or in the United States District Court, Northern District of California, San Francisco/Oakland Division, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

28. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.

29. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Contractor will comply with all statutes, regulations, and ordinances in the performance of all services under this Agreement.

32. Confidentiality. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Agreement as confidential and shall not at any time, either directly or indirectly, divulge, disclose, or communicate in any manner any City records on information to any third party, other than its own employees, agents or subcontractors who have a need for the City records or information for the performance of services under this Agreement.

A violation by Contractor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Contractor agrees and acknowledges that this confidentiality provision does not limit the City's disclosure as required by law, pursuant to a subpoena, the California Public Records Act, or Order of the Court.

33. News and Information Release. Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

35. Authority. The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

36. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A, entitled "Scope of Work," including any attachments.
- Exhibit B, entitled "Compensation," including any attachments.
- Exhibit C, entitled "Insurance Requirements," including any attachments.
- Exhibit D, entitled "Policy Against Discrimination, Harassment and Retaliation"

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

Company: _____

CITY OF EAST PALO ALTO,
a municipal corporation

By: _____

By: _____
Melvin E. Gaines
City Manager

DATE: _____

DATE: _____

By: _____

ATTEST:

DATE: _____

By: _____
James Colin
City Clerk

East Palo Alto Business License No.

APPROVED AS TO FORM:

John D. Lê
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Intentially left blank.
This page will be filled upon execution of the contract.

EXHIBIT B COMPENSATION

1. Contractor's Compensation.

A. City agrees to pay _____ ("Contractor"), at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total amount not to exceed _____.

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

2. Appropriate Billable Rates for Services and Additional Services.

Contractor's billable rates shall be based on each participant enrolled in the program and shall be as set forth in Attachment 1 of Exhibit B.

3. Contractor's Reimbursable Expenses

Reimbursable Expenses shall be limited to actual reasonable expenditures of Contractor for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Contractor.

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor shall submit invoices for payment on a quarterly basis along with a quarterly performance report as set forth in Exhibit A and confirmation of enrollment or completion of program by participants. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice
7. Total Billed to Date

C. Billings that do not conform to the format outlined above shall be returned to Contractor for correction. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

5. Accounting Records of Contractor.

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty-four (24) hours' notice.

The obligations of Contractor under this section shall survive this Agreement.

6. Taxes.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Contractor hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by City arising out of Contractor's breach of this section pursuant to the Indemnification provisions of this Agreement.

6. Taxpayer Identification Number.

Contractor shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

EXHIBIT C INSURANCE REQUIREMENTS

I. TYPES OF INSURANCE

- 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.

II. ADDITIONAL REQUIREMENTS

- A. 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.
- C. 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.
- D. 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).
- E. 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.
- F. 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.

- G. 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.

EXHIBIT D**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 contractors 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, contractor, 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 contractors, 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 believes 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

RESOLUTION NO. XX-2024

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

**AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP)
FOR THE CITY OF EAST PALO ALTO STRATEGIC PRIORITIES AND WORK PLAN**

WHEREAS, the East Palo Alto City Council has a long-established practice of conducting annual priority setting processes, whose goal has been to improve decision-making, focus limited staff and financial resources on initiatives that the City Council identifies as the highest priorities; and

WHEREAS, the Council's Strategic Priorities serve as overarching focus areas that shape the direction of a community's projects and programs and inform the two-year Work Plans; and

WHEREAS, the City now wishes to issue a request for proposals (RFP) to identify a consultant to guide the City's process to develop its Strategic Priorities and first Work Plan.

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 issue a request for proposals (RFP) for the City's Strategic Priorities and Work Plan consultant; and
3. Finds 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 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney