



EAST PALO ALTO CITY COUNCIL SPECIAL MEETING **AMENDED** AGENDA

Tuesday, December 17, 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/89475631524>

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: 894 7563 1524

International numbers available: <https://zoom.us/j/89475631524>

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

2. **APPROVAL OF THE AGENDA**

3. **CONSENT CALENDAR**

3.1 2025 Peninsula Volunteers Inc. Contract Renewal

Recommendation:

Adopt a resolution authorizing the City Manager to enter into an agreement with Peninsula Volunteers Inc. to provide catered food and supplies for the City's Senior Congregate Meal program for a not-to-exceed amount of \$85,000 including a \$ 20,000 contingency for two three-month extensions in a form approved by the City Attorney.

1. Authorize the City Manager to enter into a one-year agreement with Peninsula Volunteers Inc. for a not-to-exceed amount of \$75,000 including a \$20,000 contingency for two three-month extensions; and

1. Waive the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D).

3.2 2025 Community Services Security Provider Agreement

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate, and execute a three-year agreement, in a form approved by the City Attorney, with CitiGuard, Inc. to provide unarmed security services for the East Palo Alto Senior Center and other City facilities plus special events, with authorization for execution of two (2) three-month extensions at the City Manager's discretion for an amount not to exceed \$278,000.00 (which includes a \$10,000 annual contingency withing this total); and
2. Finding that the proposed actions is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15061 (b)(3), in that it can be seen with certainty that there is no possibility that unarmed security services for the East Palo Alto Senior Center, other City facilities and special events may have a significant effect on the environment.

3.3 Adoption of RBD / 4 Corners Final Specific Plan Ordinance and Related East Palo Municipal Code Amendment Ordinance

Recommendation:

1. Adopt an ordinance approving the Ravenswood Business District/4 Corners Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457; and
2. Adopt an ordinance amending Article 2 (Zones, Allowable Uses and Development Standards) of Chapter 18 of the East Palo Alto Municipal Code (Development Code) consistent with the RBD Specific Plan (ZC24-002).

3.4 Agreement to provide a financial advance to and receive reimbursement from the San Francisquito Creek Joint Powers Authority (SFCJPA) for the implementation of the Strategy to Advance Flood protection, Ecosystems and Recreation (SAFER) Bay Project.

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to execute an advance and reimbursement agreement with the San Francisquito Creek Joint Powers Authority ("SFCJPA") whereby the City will provide a \$300,000.00 cash advance against awarded grant funding to ensure prompt payment of consultant invoices; and
2. Finding 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)(4), in that it is a government funding mechanism/fiscal activity that will not result in direct or indirect changes in the environment.

3.5 Purchase of Police Electric Vehicles

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to issue a purchase order in favor of Winner Chevrolet to purchase one (1) 2025 Chevrolet Blazer electric vehicle and one (1) 2024 Chevrolet Silverado electric vehicle for the Police Department in an amount not to exceed \$145,653.62.
2. Authorizing the City Manager to issue a purchase order in favor of Downtown Ford to purchase one (1) 2023 Ford F-150 Lightning electric vehicle for the Police Department in an amount not to exceed \$57,565.76.

3. Waive the formal bid procedure pursuant to East Palo Alto Municipal

3.6 Monthly Cash Treasury Report for October 2024

Recommendation:

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

3.7 Ravenswood Little League Fall Ball Championship Proclamation

Recommendation: Present the Proclamation.

3.8 First Amendment to Memorandum of Agreement by and Between the City of East Palo Alto and Hibiscus Properties, LLC Regarding the Menlo Park Facebook Expansion Project

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to negotiate and execute a first amendment to the agreement with Hibiscus Properties, LLC regarding the Menlo Park Facebook Campus Expansion Project, in a form approved by the City Attorney to:
 1. Allow payment by Hibiscus of \$250,000.00 to support the City's education programs, workforce development training, or any other purpose envisioned by the Parties to the original Agreement in lieu of providing \$250,000.00 of public benefits including \$100,000.00 each year for two years to fund a culinary training program with (a total commitment value of \$200,000.00) and a one-time grant of \$50,000.00 in seed funding for a "Culinary Incubator"; and
 2. Delete Subsection (C) (Culinary Training Program) and Subsection (D) (Commercial Kitchen Incubator) of Section VI of Exhibit A to the original Agreement (the "Culinary / Kitchen Provisions")
2. Finding 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)(4), in that it is a fiscal activity that will not result in direct or indirect changes in the environment.

3.9 City Council Meeting Minutes

Recommendation:

Adopt the December 3, 2024, City Council Meeting Minutes.

3.10 Certification of November 5, 2024, Election Results

Recommendation:

Adopt the Resolution Reciting the Facts of the General Municipal Election held on November 5, 2024, declaring the results thereof, and such other matters as are provided by law.

4. **CLOSED SESSION**

5. **PUBLIC COMMENT**

6. **POLICY AND ACTION**

6.1 **Honoring Outgoing Mayor Antonio Lopez**

Recommendation: Present commemorative gavel to Mayor Antonio Lopez and receive comments from the public and outgoing Mayor.

6.2 **Honoring Outgoing Councilmember Lisa Gauthier**

Recommendation: Present a commemorative plaque to Councilmember Lisa Gauthier and receive comments from the public and outgoing Councilmember.

6.3 **Administration of Oath of Office to Newly Elected City Councilmembers**

Recommendation: Administer the Oath of Office to the re-elected and newly elected City Councilmembers.

6.4 **Selection of Mayor**

Recommendation: Appoint the new Mayor for a one-year period.

6.5 **Selection of Vice Mayor**

Recommendation: Appoint the new Vice Mayor for a one-year period.

6.6 **City Council's Proposed Schedule for 2025**

Recommendation: Pursuant to Resolution No. 5061, by motion, approve the 2025 City Council meeting schedule in **Attachment 1**.

***This attachment was modified to reflect changes made to the schedule on December 17**

7. **COUNCIL REPORTS**

8. **ADJOURNMENT**

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: December 9, 2024

ATTEST:

James Colin

City Clerk



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Maurice Baker, Community Services Manager

SUBJECT: 2025 Peninsula Volunteers Inc. Contract Renewal

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate and execute an agreement, in a form approved by the City Attorney, with Peninsula Volunteers Inc. to provide catered food and supplies for the City's Senior Congregate Meal program for a not-to-exceed amount of \$85,000.00, including a \$20,000.00 contingency, for a total not-to-exceed of \$105,000.00, with two three-month extensions.
2. Waive the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D).

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Increase Organizational Effectiveness and Efficiency

Priority No. 6: Create a Healthy and Safe Community

Priority No. 7: Enhance Community Services and Parks

Background



CONSENT ITEM 3.1

In December 2023, City Council approved an agreement with Peninsula Volunteers Inc. to continue providing catered food and supplies to service the Congregate Meal program that serves majority Older Adults (55+) at the East Palo Alto Senior Center on Mondays through Friday (excluding holidays). This agreement applied retroactively from July 1, 2023, until June 31, 2024. With this agreement, Council authorized the City Manager to offer two three-month extensions to extend the term until December 31, 2024.

Staff returned to Council on December 3rd to authorize the payment for services during the term of those extensions so that operations could continue uninterrupted. Now, staff is turning to the new agreement in 2025 because the 2024 contract terminates; we could have extended that contract, but it has been past practice to initiate a new contract for each year. At a time when loneliness is being considered a public service emergency, the meal service program stands as one of the only opportunities for older adults in the community to come together and reduce food insecurity in East Palo Alto. Peninsula Volunteers has been our partner to provide these services since at least 2015.

Analysis

In 2024, the Senior Congregate meal program was purported to have provided 4,300 meals from January through October. To continue providing these services, staff presented a report to fund the extension of two three-month continuations that expire on December 31, 2024. As we seek to provide these services with no disruption in 2025, staff is recommending that Council authorize the City Manager to enter into a one-year agreement with Peninsula Volunteers as we prepare for a request for proposals (RFP) in Fall 2025 to find the most competitive vendor. The current agreement has been under sole sourcing due to limited providers available to provide the stringent nutrition requirements needed by the Older Americans Act (OAA) grant that the City is a recipient of. As with the cost of most goods these days, there is a \$0.25 increase per meal from \$10.75 to \$11.00 for FY25. Given the willingness of Peninsula Volunteers to provide these much-needed services to our community, we are seeking to continue with this provider through 2025. To offset the cost of these services, the City receives funding from the State of California by way of the San Mateo County Office of Aging and Adult Services. For 2024, the amount received for Nutrition and Transportation Services was \$52,200. Below is a chart to breakdown the City's contribution to the Congregate Meal Program.

Staff is recommending that the Council waive formal bid procedures because the prior contract terminates on December 31, 2024, and we do not have time to bid this out now. However, staff intends to put out a request for proposals for this work this summer/fall for a multi-year contract.

Table One: 2024 Actual Budget for Congregate Meals

Funding Sources	2023-24 Contributions	Notes
General Fund Allocation	\$31,500	
OAA Grant (Nutrition)	\$40,550	
Contingency	\$10,427	



CONSENT ITEM 3.1

Budgeted Amount	\$82,477	Including contribution to staff salary & benefits
Units of Service @ \$10.75 per meal	\$55,040	5120 meals provided (Nov. & Dec. estimated)
Supplies	\$1484.57	
Total Cost for PVI Services	\$56,524.57	Nov. & Dec. estimated

The existing agreement expired in July 2023; however, the City Manager utilized the two three-month extensions available to him that extended the term through December 2024. Peninsula Volunteers has continued to provide these services since September 2024 while it awaits payment from the extended term. For 2024, there is no increased fiscal burden to the General Fund as staff has previously factored a contingency into their recommendation. With the OAA grant set to expire in 2026, it is our intention to apply for the next round of funding when it becomes available. The breakdown from the FY24-25 OAA grant is below.

Table Two: FY24-25 OAA Congregate Grant Funding

Description of Funding	FY24-25 Units of Service	FY24-25 Allocation
Nutrition Services	10,804	\$50,814
Transportation	2,659	\$10,288
Total		\$68,102

Fiscal Impact

There is an estimated fiscal impact of \$85,000 for the 2025 calendar year with a \$20,000 appropriation needed as the current Community Services budgeted amount will only be sufficient for the 2025 fiscal months of January through March.

Public Notice

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

Environmental

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

Government Code:



CONSENT ITEM 3.1

Applicability of Levine Act: Yes,

Attachment

1. Resolution.
2. FY24-25 OAA Grant Exhibit B

RESOLUTION NO. XX– 2024

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

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH
PENINSULA VOLUNTEERS INC. TO PROVIDE CATERED FOOD AND SUPPLIES FOR THE
CONGREGATE MEAL PROGRAM AT THE EAST PALO ALTO SENIOR CENTER WITH THE OPTION
FOR TWO THREE-MONTH EXTENSIONS FOR A NOT-TO-EXCEED AMOUNT OF \$75,000, IN A FORM
APPROVED BY THE CITY ATTORNEY**

WHEREAS, it has long been the desire of City Council to provide much needed services to our vulnerable aging community. Considering that loneliness is being highlighted as a public health emergency in San Mateo County, our congregate meal program not only reduces food insecurity at a time when it is on high in East Palo Alto but provides social interaction that can lead to improved mental health; and

WHEREAS, The City of East Palo Alto has partnered with Peninsula Volunteers Inc. to support the execution of this program that provides catered food and supplies to its participants. At least 5000 meals were provided over the course of FY23-24 at the East Palo Alto Senior Center; and

WHEREAS, to continue the provision of these meals, Peninsula Volunteers Inc. is the most viable operator for the 2025 calendar year with the support of the San Mateo County Office of Aging & Adult Services grant of \$68,102 for Fiscal Year 2024-2025; and

WHEREAS, due to the nutrition requirements needed to meet the standards of the grant, Peninsula Volunteers Inc., is one of four local providers that is previously approved by San Mateo County and can supply services within a reasonable delivery radius;

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 enter into a one-year agreement with peninsula volunteers inc. to provide catered food and supplies for the congregate meal program at the east palo alto senior center with the option for two three-month extensions for a not-to-exceed amount of \$75,000.

PASSED AND ADOPTED this 17th day of December 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

EXHIBIT B
CITY OF EAST PALO ALTO
FY 2024-25 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: Transportation and Congregate Nutrition. Services described in this Exhibit B reflect program funding and payment method during fiscal year July 1, 2024, through June 30, 2025. This/These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Service/County of San Mateo (County).

Federal funds shall not be used to pay for costs to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a “Comprehensive Basic Daily Rate” of reimbursement is being applied.

During July 1, 2024, through June 30, 2025: County will pay Contractor for the following services as follows:

Program	Services	FY24-25 UNITS OF SERVICE	Units	Funding Source	Total Allocation
Transportation	One Way Ride	2,659	trips	III B	\$10,288
Congregate Nutrition	Meals/Baseline	10,800	meals	III C1	\$43,378
	Nutrition Education	4	session	III C1	\$172
	State General Fund			State III C1	\$7,000
	County General Fund			County	\$7,264
				TOTAL	\$68,102

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. The final date to submit a budget revision is March 15 of the contract period unless otherwise specified by the County;
- D. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). All Contractors agree to work toward meeting the service unit targets each month throughout the entire year;

- E. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' (CalHR) rules and regulations;

In State:

Mileage/Per Diem (meals and incidentals)/Lodging

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the California Department of CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. [SCM 3.17.2.A(4)] ;

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement;

Exhibit B

- F. County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by County to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not present, or where prior approval was required but not requested nor granted;
- G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; [2 CFR, 200] [45 CFR 75].
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302
- Financial Reporting;
 - Accounting Records;
 - Complete Disclosure;
 - Source Documentation;
 - Internal Control;
 - Budgetary Control;
 - Cash Management (written procedures);
 - Allowable Costs (written procedures);
- I. **Unexpended Funds**
Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to County immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.
- J. **Funding Contingencies**
1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

Limitation of State Liability

- K. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized Budget. No legal liability on the part of County or State for any payment may arise under this Agreement until funds are made available; the itemized Budget is received and approved by County and County has received an executed agreement.

Funding Reduction(s)

1. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State and County shall have the option to either:
 - a. Terminate the Agreement pursuant to Attachment 1.
 - b. Offer an Agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
2. In the event County elects to offer an amendment, it shall be mutually understood by both parties that:
 - a. County reserves the right to determine which agreements, if any, under this program shall be reduced.
 - b. Some agreements may be reduced by a greater amount than others, and
 - c. County shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to County. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply:
[2 CFR 200.305(b)(8)]
[45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

N. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

O. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

Matching

contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.
1. The required minimum program matching contributions for Title III-B, not including Ombudsman, and III-C is 10.53 %.
 2. The required minimum matching contributions for Title III-E is 25%.
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions and State funds. Matching contributions are included in the minimum matching requirements calculation

4. Program matching contributions for Title III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 10.53%.
5. Matching contributions generated in excess of minimum required are considered overmatch.
6. Program overmatch from III-B or C, can be used to meet the program match requirement for Title III-E. The expenditures are related to the needs of caregivers and are attributable to a service category within the National Family Caregiver Support Program (NFCSP).
7. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match

P. Budget Revision

The Contractor shall submit electronically a budget revision 2 weeks after receiving an amended contract with changes in funding levels, unless otherwise instructed by County.

Q. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to County when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to County upon request and shall be maintained in the same manner as all other financial records.
3. Final budget revision containing line item adjustments may be submitted as necessary, but no later than ninety(90) days prior to the ending date of the current funding period.

R. Allocation Transfers

1. The Contractor shall submit a request to County to transfer federal or State funds between Title III B, C-1 and C-2 programs.

- a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).

- b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
- c. The Title III C nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.

2. Transfer of funds cannot be processed or approved after 2/28/2025

- S. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- T. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- U. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under CDA grant funds.

Program Income

- 1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4)
- 3. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, may must be spent before contract funds (except as

noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

4. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the contract budget the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Must be used to expand baseline services.

V. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by County, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by County, and are designed for the

development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

- d. OTO funds can be used to maintain or increase baseline services. However, services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance County approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

W. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is 10% of the Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
2. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]
3. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
4. Indirect costs exceeding the 10% maximum may be budgeted as in-kind for purposes of meeting matching requirements (in Title III and Title VII programs only). County must receive prior approval from federal awarding

Exhibit B

agency prior to budgeting the excess indirect costs as in-kind. Maximum reimbursable indirect rate of 10% is allowable by San Mateo County under this contract.

5. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

- X. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by County. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
 - A. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2) Be incorporated into the official records of the non-federal entity;
 - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a

Exhibit B

Federal award and a non Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

B. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

2. Fringe Benefits- specified for each fund source.
3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source
4. Staff Training – attendance cost for necessary training, specified for each fund source.
5. Rent-Total cost per funding source.
6. Property/Equipment - detailed descriptions and unit costs, specified for each fund source
7. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.
8. Contractual costs-subcontractor and consultant cost details, specified for each fund source.
9. Food-used in delivering Congregate and Home-Delivered Meals.
10. Other – Facilities and other ordinary and necessary costs specified for each fund source.
11. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval OR Indirect Costs-costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
12. Subcontractor Services - summary costs for subcontracted programs specified for each fund source.

The Contractor shall submit a budget, which shall be incorporated by reference into

the contract and will have, at a minimum, the categories listed in Section B. above.

Y. **Equipment**

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from County

Z. The **Title III C nutrition augmentation funding** may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.

Aa. A mid-year review, scheduled for January 2025, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

Ab. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from County, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Supporting documents are required to be submitted along with invoices. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2025 will be due by July 7, 2025, to facilitate timely payment.

County may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as County determines that the financial management standards are met.

Ac. Offer services throughout the twelve-month contract period, unless prior written approval is received from County.

Ad. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period.

Ae. Submit a **single closing report** of expenses with supporting documentation for each program by **July 16, 2025**.

Final expenditures must be reported to County in accordance with the budget. If the expenditures reported by the Contractor exceed the advanced amount, County will reimburse the difference to the Contractor up to the Agreement amount. If the expenditures reported by the Contractor are less than the advanced amount, County will invoice the Contractor for the unspent funds.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;

- Vendor invoices for large purchases; and



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Maurice Baker, Community Services Manager

SUBJECT: 2025 Community Services Security Provider Agreement

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate, and execute a three-year agreement, in a form approved by the City Attorney, with CitiGuard, Inc. to provide unarmed security services for the East Palo Alto Senior Center and other City facilities plus special events, with authorization for execution of two (2) three-month extensions at the City Manager's discretion for an amount not to exceed \$278,000.00 (which includes a \$10,000 annual contingency within this total); and
2. Finding that the proposed action is exempt from California Environmental Quality Act (CEQA), pursuant to CEQA Guideline section 15061(b)(3), in that it can be seen with certainty that there is no possibility that unarmed security services for the East Palo Alto Senior Center, other City facilities and special events may have a significant effect on the environment.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 6 : Create a Healthy and Safe Community

Priority No. 7 : Enhance Community Services and Parks

Background



CONSENT ITEM 3.2

To support the operations of the East Palo Alto Senior Center, the City has maintained utility and unarmed security services for the 560 Bell Street site per the operating agreement effective in 2006. The operating agreement states: "Security Services - Landlord shall provide security services for the Premises, either through Landlord staff or via contracted security services. Landlord shall be responsible for all costs associated with providing the security services for the Premises."

In March 2021, most Senior Center services were temporarily suspended due to the COVID-19 pandemic Shelter in Place orders. As the restrictions eased, City conversations with the newly established Senior Services Task Force determined that it was necessary for the safety of the area that unarmed security services be reestablished. In December 2023, staff completed a request for proposals (RFP) process and selected Genesis Private Security to be the provider for calendar year 2024. During this time, reported incidents dropped significantly. During the term of the agreement, Genesis Private Security was acquired by PalAmerican Security and thus branded PalAmerican Security Silicon Valley. These services will expire on December 31, 2024.

Analysis

Staff issued an RFP on October 23, 2024, that would cover a three-year time period of calendar years 2025 through 2027 and received a total of ten proposals at the close on November 20, 2024. These proposals were accepted and reviewed by the Community Services Division where six (6) proposals were deemed non-responsive or too pricey (relative to the other proposals). Four proposals were then interviewed for references and prior work performed. The proposals were submitted by the following companies (in alphabetical order):

1. Access Control Security Inc.
2. Allite Patrol and Security Services
3. CitiGuard, Inc.
4. Kappia Security
5. OPS Inc. Security Services
6. PalAmerican Security Silicon Valley
7. Protection Corps Security Services
8. Security Services NW
9. Sky Power Security Solutions
10. Universal Security Co.

Following this, it was determined that **CitiGuard, Inc.** will be the most efficient service provider for the grant term based on the responses from references. One response stated that the level of service that CitiGuard, Inc. provides is above average for the annual cost. They also stated that CitiGuard has been their second or third security provider and they did provide a solution to their problem.

CitiGuard, Inc. will be responsible for providing unarmed security at the East Palo Alto Senior Center from the hours of 9:00am to 1:00pm on Monday through Wednesday and Fridays along with 9:00am to 4:30pm on Thursdays. They will also provide mobile patrol that takes place twice



CONSENT ITEM 3.2

at night between the hours of 12:00am and 4:00am along with additional hours for special events and private reservations. Their cost for the contracted services are as follows:

Description	Cost
Regular Hour Rate	\$26.00 per hour
Overtime & Holiday Rate	\$46.00 per hour avg.
Hours/week (est.)	46.5 hours per week
Annual Commitment	\$67,248
Mobile Patrol (per hour)	\$34.00 per hour
Subtotal	
Other City Events/Reservations (hr.)	\$33.00 per hour
Total	\$80,000

The proposed rates above reflect the Year One cost and each year thereafter will include a 3% annual cost escalator bringing the cost for 2026 to an estimated \$82,400 and \$84,872 for 2027.

Fiscal Impact

No additional appropriation is needed for this action as the current Community Services budgeted amount will be sufficient for the remaining Fiscal Year 24-25 months and staff will return at the FY25-26 budget cycle for the following calendar year.

Public Notice

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

Environmental

The proposed action 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 proposed action involves a contract that was competitively bid.

Analysis of Levine Act Compliance: Not applicable.



CONSENT ITEM 3.2

Attachment

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 AND EXECUTE A THREE-YEAR AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH CITIGUARD, INC. TO PROVIDE UNARMED SECURITY SERVICES FOR THE EAST PALO ALTO SENIOR CENTER AND CITY FACILITIES PLUS SPECIAL EVENTS, INCLUDING TWO (2) THREE-MONTH EXTENSIONS AT THE CITY MANAGERS DISCRETION FOR AN AMOUNT NOT TO EXCEED \$278,000.00, INCLUDING A \$10,000 ANNUAL CONTINGENCY

WHEREAS, to support the operations of the East Palo Alto Senior Center, the City has maintained utility and security services for the 560 Bell Street site per the Operating Agreement that was set in place during 2006; and

WHEREAS, in March 2021, most Senior Center services were temporarily suspended due to the COVID-19 pandemic Shelter in Place orders leading staff to not renew the in-person security services. As the restrictions eased, City conversations with the newly establish Senior Services Task Force determined that it was necessary for the safety of the area that Security Services be reestablished; and

WHEREAS, in December 2023, staff completed a Request for Proposals and selected a vendor for the CY 2024 where it was reported that incidents dropped significantly and the partnership between the City and Senior Center Inc. continued to be strong; and

WHEREAS, on December 31, 2024, these services expired with the City Managers authorized extensions and staff began an RFP process for a multi-year agreement which yielded ten applicants whose proposals were reviewed and selected by the Community Services Division; and

WHEREAS, following this review process, CitiGuard, Inc. was selected to be Unarmed Security Services for the term of January 1, 2025 through December 31, 2027 with the option for two three-month extensions at the City Managers discretion for a not-to-exceed amount of \$278,000 including an annual \$10,000 contingency; and

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 award, negotiate, and execute a three-year agreement, in a form approved by the City Attorney, with CitiGuard, Inc. to provide Unarmed Security Services for the East Palo Alto Senior Center and other city facilities plus special events, including two (2) three-month extensions at the City Managers discretion for an amount not to exceed \$278,000.00, including an annual \$10,000 contingency; and
3. 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 17th day of December 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: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Amy Chen, Community & Economic Development Director
Elena Lee, Planning Manager

SUBJECT: Adoption of RBD / 4 Corners Final Specific Plan and Final SEIR

Recommendation

1. Adopt an ordinance approving the Ravenswood Business District/4 Corners Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457; and
2. Adopt an ordinance amending Article 2 (Zones, Allowable Uses and Development Standards) of Chapter 18 of the East Palo Alto Municipal Code (Development Code) consistent with the RBD Specific Plan (ZC24-002).

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Promote Housing, Economic and Workforce Development

Priority: Promote Health & Public Safety

Priority: Ensure Our Financial and Organizational Health

Executive Summary

On December 3, 2024, the City Council waived the first reading and supported the above recommendation of this staff report with the following vote:

AYES: Mayor Lopez, Councilmembers Abrica, Gauthier, and Romero

NOES:

ABSENT:



CONSENT ITEM 3.3

ABSTAIN: Vice-Mayor Barragan

Analysis

A public hearing was held and City Council asked clarifying questions and discussed items included in the December 3, 2024, staff report, which is linked here:

<https://d3n9y02raazwpg.cloudfront.net/cityofepa/bdf802eb-d815-11ee-98bb-0050569183fa-3408cd31-ecd7-4429-9d91-65986d552499-1732672788.pdf>

The staff presentation included the following:

1. Summarized changes made to Public Draft SEIR (that were incorporated into Final SEIR).
2. Summarized key changes made to the Public Draft Specific Plan, including:
 - a. Changes made in response to comments received at the September 25, 2024, Council Study Session.
 - b. Changes made to implement and ensure consistency with the City's Adopted Sixth Cycle Housing Element.
 - c. General Plan and Development Code amendments.
3. Listed changes made to the Zoning Map (and the APNs of all parcels changed).

Councilmember Abrica made the first motion with an amendment to recommendation number 6 (see below), and then the motion was seconded by Councilmember Gauthier:

6. Waive the first reading and introduce an ordinance approving the Ravenswood Business District/4 Corners Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457; with the following change to LU 57.13
 - ~~Avoidance and preservation of the identified tribal cultural resource(s) in place, including but not limited to: planning and construction to avoid the resource(s) and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resource(s) with culturally appropriate protection and management criteria~~ The PA shall recommend mitigation measures to mitigate to a less than significant impact in accordance with California Public Resources Code Section 15064.5. Tribal cultural resources shall be evaluated with the assistance of Native American tribes and/or individual tribal members who have previously been contacted and responded to outreach efforts made by the City of East Palo Alto. Mitigation measures may include, but would not be limited to, avoidance, preservation in-place, recordation, additional archaeological testing, and data recovery.

Fiscal Impact



CONSENT ITEM 3.3

There is no fiscal impact on the City due to the approval of this staff report. Any project that benefits from a future update to the RBD Specific Plan would be required to reimburse the City for all plan preparation expenditures on a proportional square foot basis. When the developers submit their payments to reimburse the City for preparation of this Specific Plan Update, it would also include a 10% administrative fee to cover City overhead.

Public Notice

The public was provided notice of this agenda item by posting the City Council agenda on the City's official bulletin board outside 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. Additionally, the public was provided electronic advance notice of the public hearing through notifications sent from the City's email contact database, which contains hundreds of resident and stakeholder emails (on December 6, 2024). A newspaper ad was also published in the San Mateo Daily Journal on November 22, 2024. Additionally, the City has also published a project website, which includes links to the Draft Specific Plan, environmental documents, staff reports and other updates.

The website can be found at the following web address:

➤ <https://www.cityofepa.org/planning/page/rbd-specific-plan-update>.

Environmental

A Public Draft Subsequent Environmental Impact Report (SEIR) has been prepared as part of the subsequent environmental review process needed to evaluate the proposed changes to the Ravenswood Business District Specific Plan (increased square footage of allowable non-residential development as well as additional housing units) analyzed in the previously certified 2013 Ravenswood Specific Plan Final EIR. The City Council certified that the Final Subsequent Environmental Impact Report had been done in compliance with the California Environmental Quality Act (CEQA) and adopted a Statement of Overriding Considerations and a Mitigation, Monitoring and Reporting Plan pursuant to Public Resources Code 21000 and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000) at the December 3, 2024 Public Hearing.

- The entire SEIR, including the Final SEIR, appendices and errata, are available at: 1) the City of East Palo Alto Planning Division offices at 1960 Tate Street, East Palo Alto, CA 94303; 2) City Hall at 2415 University Avenue, East Palo Alto, CA 94303; and 3) <https://www.cityofepa.org/planning/page/rbd-specific-plan-update> .

Government Code § 84308

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

Analysis of Levine Act Compliance: Not applicable.



CONSENT ITEM 3.3

Attachments

1. RBD Specific Plan Ordinance
2. Development Code Amendment Ordinance
3. Link to Final Tracked Changes Specific Plan

Glossary

RBD. Ravenswood Business District, the primary area within the Plan (in addition to Four Corners).

SPU. Specific Plan Update, or “this project.”

SEIR. Subsequent Environmental Impact Review, the legally required environmental study and analysis of the potential impacts of new development.

DSEIR/FSEIR. Draft and Final SEIR documents.

CEQA. California Environmental Quality Act, the State law requiring EIRs.

FAR. Floor Area Ratio, or a measure of how large/intense a development is.

SFCJPA. San Francisquito Creek Joint Powers Authority, the entity that is leading the SAFER Bay flood control effort.

BCDC. Bay Conservation and Development Commission, a body that reviews and approves developments located adjacent to the Bay.

EPASD. East Palo Alto Sanitary District, the entity which currently provides sanitary sewer services in the City and oversees the sewer infrastructure.

R&D. Research and Development, a broad land use category that encompasses a variety of scientific/technical, medical/pharmaceutical, and laboratory/life science uses.

S.F. Square feet, a common measurement of a development’s total interior building size.

R+A. Raimi + Associates, primary consultant overseeing the Specific Plan Update.



CONSENT ITEM 3.3

ATTACHMENT – 1 Specific Plan Ordinance

DRAFT ORDINANCE No. ____

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

REPEALING THE RAVENSWOOD BUSINESS DISTRICT/4 CORNERS SPECIFIC PLAN (2013) AND ADOPTING AN UPDATED SPECIFIC PLAN

WHEREAS, the City has prepared an update to the Ravenswood Business District/4 Corners Specific Plan (“Specific Plan”) to revise land use policies, development standards, the land use map, and other amendments to allow additional development capacity in the Specific Plan area, and related amendments to Title 18, Development Code, of the City of East Palo Alto Municipal Code (“Development Code”) for consistency with the Specific Plan; and

WHEREAS, the City prepared a Draft Specific Plan update and Draft Subsequent Environmental Impact Report (DSEIR) pursuant to CEQA; and

WHEREAS, the City of East Palo Alto (“City”) certified a Final Environmental Impact Report and adopted the City of East Palo Horizon 2035 General Plan (“General Plan”) on October 4, 2016; and

WHEREAS, on March 23, 2021, preliminary findings around key constraints and existing conditions in the Specific Plan area were presented to the City Council; and

WHEREAS, on May 27, 2021, a virtual public workshop was held to describe the Specific Plan update; and

WHEREAS, on June 8, 2021, details related to mobility challenges and potential solutions in the Specific Plan area were presented to the City Council; and

WHEREAS, on June 14, 2021, status updates on the Specific Plan were presented to the Planning Commission; and

WHEREAS, on September 22, 2021, a public workshop was held describing the potential growth scenarios, potential impacts and benefits of each scenario for the Specific Plan update; and

WHEREAS, on September 27, 2021, an additional public workshop was held describing the potential growth scenarios, potential impacts and benefits of each scenario for the Specific Plan update; and



CONSENT ITEM 3.3

ATTACHMENT – 1 Specific Plan Ordinance

WHEREAS, on September 28, 2021, a Joint Session of the City Council and Planning Commission was held to describe the trade-offs of the different amounts of office/research and development in the Specific Plan area; and

WHEREAS, on November 18, 2021, the City Council rendered a decision to have Scenario 1 and Scenario 2 studied as maximum growth scenarios under the Specific Plan update Subsequent Environmental Impact Report (SEIR) CEQA process (Scenario 1 which includes 2.8 million square-feet of office/research and development and Scenario 2 which includes 3.35 million square-feet of office/research and development); and

WHEREAS, on February 1, 2022, the City Council decided on the locations and total number of housing units to study under CEQA in the Specific Plan area; and

WHEREAS, on February 15, 2022, February 17, 2022, and February 23, 2022, informal sessions were held to allow community members to ask questions and provide feedback for the Specific Plan update; and

WHEREAS, on March 24 ,2022, a virtual public workshop was held where residents and stakeholders provided feedback and shared their preferences on community benefits; and

WHEREAS, on April 15, 2022, a Notice of Preparation (NOP) for the Specific Plan update was released; and

WHEREAS, on April 20, 2022, April 23, 2022, and April 27, 2022, pop-up workshops were held about the Specific Plan update; and

WHEREAS, on April 5, 2022, a community benefits survey was released regarding priorities for community benefits related to the Specific Plan area; and

WHEREAS, on May 9, 2022, a Public Scoping meeting was held during a regularly scheduled Planning Commission meeting; and

WHEREAS, on May 17, 2022, the summary of results of the community benefits survey, a discussion of priorities and policy mechanisms were discussed at a City Council meeting; and

WHEREAS, on April 25, 2023, updates on key issues were presented at a City Council meeting; and

WHEREAS, on July 25, 2023, a presentation on the proposed framework for implementing the citywide Transportation Demand Management (TDM) Ordinance, formation of a Transportation Management Association (TMA), and Parking policies for the Specific Plan update was presented at a City Council meeting; and



CONSENT ITEM 3.3

ATTACHMENT – 1 Specific Plan Ordinance

WHEREAS, on April 5, 2024, the Draft Specific Plan update was released for public comment; and

WHEREAS, on April 24, 2024, a study session was held focused on an overview of the updated Plan and describe key changes since the Plan was last reviewed by Council in 2023, including the revised Community Benefits Framework at a City Council meeting; and

WHEREAS, on April 25, 2024, a Study Session on the release of the first eleven draft chapters of the Specific Plan update was presented to the City Council requesting feedback and initial comments at this meeting; and

WHEREAS, on July 25, 2024, a Joint Session of the City Council and Planning Commission, was held providing an overview of the Public Draft SEIR and included a request for direction on the preferred maximum development scenario and a continued discussion of the draft Community Benefits Framework; and

WHEREAS, on July 26, 2024, the Draft Subsequent Environmental Impact Report (SCH2022040352) were released for public comment; and

WHEREAS, on September 24, 2024, the City Council held a study session where direction was given to select Scenario 2 as the preferred maximum development scenario, to delete the Loop Road from the Specific Plan, and additional input was given on the draft Community Benefits Framework; and

WHEREAS, the City Released a Final Subsequent Environmental Impact Report (EIR), and associated zoning and General Plan Amendments on November 18, 2024; and

WHEREAS, the Final Specific Plan consists of the Draft Specific Plan which is incorporated by reference into the Final Specific Plan; and

WHEREAS, the entire Specific Plan update process has included thirteen public meetings; and

WHEREAS, the Planning Commission of the City of East Palo Alto reviewed, considered, and evaluated all the testimony and evidence submitted on this matter; and

WHEREAS, the Planning Commission determined that it is in the best interest of the City to adopt and implement the Specific Plan, Zoning Amendments and General Plan Amendment; and

WHEREAS, at a public hearing on November 18, 2024, the Planning Commission recommended that the City Council adopt the Ravenswood/4 Corners Specific Plan update; and



CONSENT ITEM 3.3

ATTACHMENT – 1 Specific Plan Ordinance

WHEREAS, the Specific Plan update has complied with the provisions of Government Code Section 65453; and

WHEREAS, a Final Environmental Impact Report has been prepared for the Specific Plan update and associated General Plan and Development Code amendments in accordance with Section 15132 of the California Environmental Quality Act Guidelines, and the Planning Commission has reviewed and considered the FEIR and public comments received during the public review period; and

WHEREAS, General Plan amendments pertain to text revisions related to various chapters of the General Plan, including policies pertaining to vision and strategies, land use, economic development, mobility, infrastructure and public facilities, safety and noise, and implementation, and pertain to map amendments to reference the land use map in the Specific Plan; and

WHEREAS, the City Council at a duly noticed public hearing, found that the RBD Specific Plan Update met the required findings, and approved the proposed Specific Plan on December 3, 2024.

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

SECTION 1. INCORPORATION OF RECITALS AND WAIVE FIRST READING

The City Council finds that the above Recitals are true and correct and are incorporated herein by reference and waives the first reading of an ordinance to adopt the Ravenswood Business District/4Corners Specific Plan.

SECTION 2. LEGISLATIVE FINDINGS

The City Council hereby finds that the Ravenswood Business District/Four Corners Specific Plan Update is in compliance with Government Code Sections 65450 et seq, and is consistent with the goals and policies of the City of East Palo Alto Vista 2035 General Plan.

SECTION 3. REPEAL AND REPLACEMENT OF RAVENSWOOD BUSINESS DISTRICT/FOUR CORNERS SPECIFIC PLAN

The Ravenswood Business District/Four Corners Specific Plan is hereby repealed and replaced to read as shown in **Exhibit A** attached hereto and incorporated herein by reference.



CONSENT ITEM 3.3

ATTACHMENT – 1 Specific Plan Ordinance

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The environmental effects of the RBD Specific Plan Update, associated General Plan amendment and its associated development code amendments were analyzed in the Final Subsequent Environmental Impact Report (EIR) (SCH# 2022040352) and Mitigation, Monitoring, and Reporting Program, which were certified and approved by the City on December 3, 2024.

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

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

SECTION 7. PUBLICATION.

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

INTRODUCED at a regular City Council meeting held December 3, 2024, and

PASSED AND ADOPTED at a regular City Council meeting held on December, 17, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed:

Antonio D. Lopez, Mayor



CONSENT ITEM 3.3

ATTACHMENT – 1 Specific Plan Ordinance

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John D. Lê, City Attorney

EXHIBIT-A

RBD Specific Plan

CONSENT ITEM 3.3

ATTACHMENT – 2 Development Code Amendment Ordinance

DRAFT ORDINANCE NO. _____

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

REPEALING THE EXISTING CHAPTER 18.18 OF THE EAST PALO ALTO MUNICIPAL CODE AND ENACTING A NEW CHAPTER 18.18 TO IDENTIFY SPECIFIC PLANS ADOPTED BY THE CITY

WHEREAS, the City has prepared an update to the Ravenswood Business District/4 Corners Specific Plan (“Specific Plan”) to revise land use policies, related figures and tables, development standards, design guidelines, implementation measures, and other amendments for the purpose of allowing additional development capacity in the Specific Plan area, achieving priority community benefits, and defining necessary public facility and infrastructure improvements; and

WHEREAS, a Final Subsequent Environmental Impact Report (“FSEIR”) has been prepared for the Specific Plan and associated General Plan and Development Code amendments in accordance with Section 15132 of the California Environmental Quality Act Guidelines, and the City Council has reviewed the FEIR and public comments received during the public review period; and

WHEREAS, Section 18.114 of the City of East Palo Alto Development Code allows for amendments to the Development Code and provides procedures for processing such amendments; and

WHEREAS, Section 18.114.060 of the City of East Palo Alto Development Code sets forth findings for Development Code amendments; and

WHEREAS, the purpose of Section 18.18 of the City of East Palo Alto Development Code is to identify the specific plans adopted by the City and the specific plans identified are detailed in the Council-adopted specific plan for the designated area; and

WHEREAS, in order to maintain the uniqueness, accuracy, character, and integrity of each specific plan, the contents of each Council-adopted specific plan shall govern the purpose, allowable land uses, specific development standards, architectural guidelines, and all other regulatory requirements for each specific plan; and

WHEREAS, Section 18.18 of the City of East Palo Alto Development Code serves as a reference to each Council-adopted specific plan; the regulations that govern land use in the specific plan area(s) are contained in the relevant specific plan, incorporated

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for enforcement purposes by this reference, and may be further elaborated in the Development Code as necessary. For matters not detailed in the relevant specific plan or this Code, the general provisions of the Development Code apply; and

WHEREAS, on November 18, 2024, the Planning Commission conducted a duly and properly noticed public hearing, reviewed and considered the FSEIR, and recommended that the City Council adopt the amendments to the General Plan, the update to the Specific Plan, and related amendments to Title 18, Development Code, of the East Palo Alto Municipal Code; and

WHEREAS, the Planning Commission found that the Development Code amendment met the required findings, and recommended the City Council adopt the amendment; and

WHEREAS, the City Council at a duly noticed public hearing, found that the Development Code amendment met the required findings, and approved the proposed amendment on December 3, 2024.

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

SECTION 1. RECITALS

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, Planning Commission recommendation, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. FINDINGS FOR DEVELOPMENT CODE AMENDMENT

In accordance with East Palo Alto Municipal Code Section Chapter 18.114.060(B) – Findings for Development Code Amendments, the City Council makes the following findings in support of Development Code Amendment No. ZC 24-002.

- 1. The proposed amendment is consistent with the General Plan and any applicable specific plan.*

The proposed amendment includes revisions to Chapter 18.18 to be consistent with the Ravenswood Business District/4 Corners Specific Plan Update. In addition, the proposed amendment is consistent with the various chapters of the City of East Palo Alto Vista 2035 General Plan, which is also being amended to be consistent with the Ravenswood Business District/4 Corners Specific Plan Update.

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Accordingly, the proposed amendment will be consistent with the General Plan as well.

2. *The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

The proposed Development Code amendment does not introduce changes that will create conditions that will be potentially detrimental to the public interest, health, safety, convenience, or welfare of the City. The Development Code, which is consistent with the Specific Plan and General Plan, implements development standards to enhance the public health, safety and welfare of the City, including policies and implementation actions that address development capacity, architectural design quality, land use compatibility, natural habitat preservation, community benefits, employment and housing opportunities, and public facility/infrastructure improvements to address existing deficiencies and future needs. Additionally, the FSEIR along with the accompanying Mitigation Monitoring and Reporting Plan identify measures to reduce public health and safety impacts, including but not limited to air quality, transportation, noise, and geotechnical hazards.

3. *Additional Finding for Development Code Amendments. The proposed amendment is internally consistent with other applicable provisions of the Development Code.*

The proposed Development Code Amendment is internally consistent with other applicable provisions. The proposed changes are intended to implement and is consistent with the Ravenswood Business District/4 Corners and all other provisions will remain the unchanged.

SECTION 3. CHAPTER 18.18 SPECIFIC PLANS

The City Council hereby amends Chapter 18.18 of the East Palo Alto Municipal Code by repealing the existing chapter in its entirety and adding a new Chapter 18.18 to read as follows.

Chapter 18.18 – SPECIFIC PLANS

Sections:

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18.18.010 Purpose and Intent

- A. **Purpose.** The purpose of this chapter is to identify the specific plans adopted by the City.
- B. **Applicability.**
 - 1. The specific plans identified are detailed in the Council-adopted specific plan for the designated area(s).
 - 2. In order to maintain the uniqueness, accuracy, character, and integrity of each specific plan, the contents of each Council-adopted specific plan shall govern the purpose, allowable land uses, specific development standards, architectural guidelines, and all other regulatory requirements for each specific plan.
 - 3. This chapter serves as a reference to each Council-adopted specific plan; the regulations that govern land use in the specific plan area(s) are contained in the relevant specific plan, incorporated for enforcement purposes by this reference, and may be further elaborated in the Development Code as necessary. For matters not detailed in the relevant specific plan or this Code, the general provisions of the Development Code apply.

18.18.020 Ravenswood Specific Plan

- A. **Ravenswood Specific Plan Overlay District.** The RBDSP Overlay District, as shown on the official City of East Palo Alto zoning plan, zoning district map on file in the office of the city clerk and incorporated by reference, is established to implement the Ravenswood Specific Plan (RBDSP). The RBDSP is a comprehensive, long term planning document for the Ravenswood area, and includes architectural and design guidelines, site development standards, public facility improvement plans, and an environmental mitigation monitoring program to be implemented through zoning and subdivision regulations, development standards, and public and private improvements. The Council makes the following findings:
 - 1. Implementation of the RBDSP will diversify and strengthen the economic opportunities and fiscal health of the city.
 - 2. Implementation of the RBDSP will contribute positively to the city's regional prominence and community character.
 - 3. Implementation of the RBDSP is in accordance with the city's goal to promote smart growth and sustainable development.
- B. **Ravenswood Specific Plan Overlay Subdistricts.** The Ravenswood Specific Plan Overlay District is divided into subdistricts to further refine development requirements within the RBDSP area. These subdistricts are reflected on Figure 6-1 of the RBDSP:

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1. **4 Corners Gateway (4C)**, 4 Corners Gateway. Intended to support an enlivened, thriving “downtown” for East Palo Alto focused on and around the intersection of University Avenue and Bay Road. Accommodates multi-story mixed-use buildings that have retail stores or community facilities on the ground floor, with housing and/or offices and research and development facilities above.
 2. **Bay Road Central (BRC)**, intended to make Bay Road a lively, inviting place that creates a strong connection between 4 Corners and Cooley Landing. Accommodates multi-story mixed-use buildings that have individual residential entries, retail stores, or storefront-type offices on the ground floor, with housing (or offices to a lesser extent) on upper floors.
 3. **Ravenswood—Employment Center (REC)**, intended to support the development of a variety of job-creating uses, including high-quality research and development (R&D) facilities and associated offices. Also accommodates businesses that fabricate and produce goods, distribute merchandise, or repair equipment, provided that they do not negatively affect surrounding uses or properties.
 4. **Industrial Transition (IT)**, accommodates low-intensity light industrial, manufacturing, and repair businesses that do not attract large amounts of traffic or adversely affect nearby homes. Provides spaces for local businesses. Serves as a transition between single-family homes and more intense employment areas.
 5. **Waterfront Office (WO)**, intended to create a higher-intensity, urban office district within the Plan Area. Accommodates professional offices, research & development facilities, limited light industrial uses, and supporting retail or similar uses.
 6. **Urban Residential (UR)**, intended to provide for the development of a variety of housing types at moderate densities. Accommodates attached single family (such as townhomes, duplexes, triplexes, and fourplexes) and multi-family apartments or condominiums.
 7. **Parks and Recreation (PR)**. Intended to be placed on those parcels dedicated to conservation of existing open space and development of traditional parks, greenways, recreational/community facilities, and other “public” spaces within the Plan Area.
- C. **Residential Overlay Zones.** The Specific Plan also provides for the following Residential Overlay zones which are regulated according to their respective provisions in the City’s Development Code (see Figure 6-1: Land Use Map for where overlays apply):
1. R-MD-1: 2.5 stories, 15 du/acre base; or more with State Density Bonus for inclusionary housing

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2. R-MD-2: 3 stories, 22 du/acre; or more with State Density Bonus for inclusionary housing
3. R-HD-5: 5 stories, 43 du/acre; or more with State Density Bonus for inclusionary housing

ED. Continuation and Expiration of Existing Use Permits. Existing Interim Use Permits, other than for automobile dismantlers, shall automatically expire on October 16, 2022. If the business or nonprofit is in operation at its existing location on July 1, 2022, the owner/operator shall apply for a one year Special Use Permit, which may be granted at the discretion of the Director. Additional yearly extensions may be applied for. Nothing in this subsection precludes the filing of an Administrative Use Permit or Conditional Use Permit where the use is listed in Table 6-1 of the Ravenswood Specific Plan; or from requesting approval as a New Interim Use.

DE. Determination of New Interim Use.

1. Uses not specifically listed in Table 6-1 of the RBDSP may be deemed a New Interim Use by the Commission subject to the following:
 - a. The use is proposed to be located within an existing building constructed prior to adoption of the RBDSP;
 - b. The use does not require the construction of a new building or covered structure or expansion of an existing building or covered structure;
 - c. The Commission has received a written request and has subsequently deemed the use an appropriate interim use based on all the following findings:
 - (1) The use will not be detrimental to the long-term success of the implementation of the RBDSP; and
 - (2) The use will provide employment, services or other public benefits to the City and its residents; and
 - (3) The use does not require the construction or expansion of a building or covered structure; and
 - (4) The use, by its nature, will not be detrimental to the public health, safety and welfare and/or contradictory to the goals and objectives of the General Plan and RBDSP.
2. A New Interim Use shall not be established or commenced without first obtaining a Special Use Permit (SUP). The initial term of the SUP shall be three (3) years and no time extension shall exceed a total of two (2) years.

EF. Submission For New Interim Use Determination.

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1. Any applicant requesting consideration by the Commission for a New Interim Use shall file a written request to the Commission on a form provided by the Department.
2. The applicant shall, in addition to the application form, submit the following:
 - a. A detailed description of the proposed use;
 - b. A description of any existing uses and structures on the site and the extent to which the same will be altered, improved or eliminated;
 - c. The period of time being requested for the interim use;
 - d. Justification as to how the proposed use is consistent with the required findings;
 - e. Other information as may be deemed necessary by the Director.
3. The application shall be accompanied by the payment of a processing fee, in such amount as established from time to time by resolution of the Council.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The environmental effects of the RBD Specific Plan Update, associated General Plan amendment and its associated development code amendments were analyzed in the Environmental Impact Report (EIR) (SCH# 2022040352) and Mitigation, Monitoring, and Reporting Program, which were certified and approved by the City on December 3, 2024.

SECTION 5. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

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

SECTION 7. PUBLICATION

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

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This Ordinance was introduced at the December 3, 2024 meeting of the City Council of the City of East Palo Alto.

PASSED AND ADOPTED this 17th day of December 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



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ATTACHMENT 3 RBD Specific Plan Links

Link to Tracked Changes in Final Specific Plan as approved on December 3, 2024 (December 17, 2024):

- https://www.cityofepa.org/sites/default/files/fileattachments/planning/page/16201/rbdspu_finalplan_firstcouncilreading.pdf

Project Website for All Documents (including 12/3/24 City Council tracked changes draft specific plan and original draft specific plan):

- <https://www.cityofepa.org/planning/page/rbd-specific-plan-update>



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: DECEMBER 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Tomohito Oku, Finance Director

SUBJECT: Agreement to provide a financial advance to and receive reimbursement from the San Francisquito Creek Joint Powers Authority (SFCJPA) for the implementation of the Strategy to Advance Flood protection, Ecosystems and Recreation (SAFER) Bay Project.

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to execute an advance and reimbursement agreement with the San Francisquito Creek Joint Powers Authority ("SFCJPA") whereby the City will provide a \$300,000.00 cash advance against awarded grant funding to ensure prompt payment of consultant invoices; and
2. Finding 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)(4), in that it is a government funding mechanism/ fiscal 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: Promote Health & Public Safety

Background

The Strategy to Advance Flood protection, Ecosystems and Recreation (SAFER) Bay Project is a multi-benefit, multi-jurisdictional, public-private collaboration that will protect critical infrastructure, protect and restore critical habitat, provide community resilience to current tidal



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flooding and projected sea level rise, and improve recreational access, using both engineered structures and nature-based flood protection. This project benefits both the cities of East Palo Alto and Menlo Park. The communities of Belle Haven in Menlo Park and the City of East Palo Alto are vulnerable to flooding today from a 100-year tide event and will face greater flood risk in the future. Protecting these communities is a priority of the SAFER Bay project.

Analysis

On behalf of the cities of East Palo Alto and Menlo Park, and in support of the SAFER Bay project, the San Francisquito Creek Joint Powers Authority (SFCJPA) has obtained two grants to advance necessary studies and to conduct environmental review in accordance with the California Environmental Quality Act (CEQA): one from the Department of Water Resources and one from the San Francisco Bay Restoration Authority.

Both grants operate on a reimbursement basis (i.e., work is performed according to an approved scope, budget and allowable costs, an invoice is submitted, and the grantor reimburses the invoiced amount, minus a 10% retention in accordance with State statutes). The SFCJPA has been able to float the reimbursement gap but has had to delay payment of consultant invoices until grantors have paid. These payments can sometimes take months from invoice submittal to receipt of payment. Furthermore, the 10% retention means the SFCJPA is facing a growing gap in funds.

Therefore, the SFCJPA has reached out to the cities of East Palo Alto and Menlo Park and inquired about the feasibility of an advance against the future full payment of the grant retention funds – in total about \$600,000 – to be split equally between East Palo Alto and Menlo Park. Each city is responsible for an equal share of the SAFER Bay project costs. The proposed agreement spells out the conditions for the \$300,000 advance from East Palo Alto and the SFCJPA's requirements for reimbursement. A draft of the agreement is included for your reference. An advance to the SFCJPA together with an equal advance from the City of Menlo Park will support the implementation of the SAFER Bay Project and ensure both prompt payment to consultants and their ability to adhere to grant schedules.

Fiscal Impact

A temporary utilization of \$300,000 which will be reimbursed at the close of the grant period when grantors provide final reimbursement.

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)(4), in that it



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is a government funding mechanism/ fiscal 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 because it consists of a contract between two or more public agencies.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. SFCJPA Reimbursement Agreement

RESOLUTION NO. XX– 2024

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

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCE AND REIMBURSEMENT AGREEMENT WITH SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY (SFCJPA) WHEREBY THE CITY WILL PROVIDE A \$300,000.00 CASH ADVANCE AGAINST AWARDED GRANT FUNDING TO ENSURE PROMPT PAYMENT OF CONSULTANT INVOICE

WHEREAS, the San Francisquito Creek Joint Powers Authority (SFCJPA), on behalf of the City of East Palo Alto and the City of Menlo Park has secured grant funding from the Department of Water Resources and the San Francisco Bay Restoration Authority to advance necessary studies and permitting required as part of CEQA, and

WHEREAS, these grants from the Department of Water Resources and the San Francisco Bay Restoration Authority both provide project funding on a reimbursement basis, and

WHEREAS, the SFCJPA has limited reserves from which to advance the costs of invoiced consulting services, and

WHEREAS, the City of East Palo Alto benefits from the coordination and oversight of the consulting contracts implementing the necessary SAFER Bay Project studies and permitting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Palo Alto hereby:

1. Finds the foregoing recitals are true and correct, and are incorporated by this reference into this action;
2. Authorizes the City Manager to execute an advance and reimbursement agreement with the San Francisquito Creek Joint Powers Authority (“SFCJPA”) whereby the City will provide a \$300,000.00 cash advance against awarded grant funding to ensure prompt payment of consultant invoices; and
3. Finds 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, organizational or administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 17th day of December, 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

ADVANCE AND REIMBURSEMENT AGREEMENT

This ADVANCE AND REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into effective as of _____, 2024 ("**Effective Date**") by and between THE CITY OF EAST PALO ALTO, a municipal corporation ("**East Palo Alto**"), and SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY, a California joint powers authority ("**SFCJPA**").

RECITALS

A. SFCJPA was formed in 1999 to lead projects that mitigate the risk of flooding along the San Francisquito Creek and the Bay. The Cities of East Palo Alto ("**East Palo Alto**"), Palo Alto, East Palo Alto ("**East Palo Alto**"), and the San Mateo County Flooding and Sea Level Resiliency district and the Santa Clara Valley Water District form the SFCJPA. The SFCJPA integrates habitat protection and restoration and community recreation into its flood risk mitigation projects.

B. SFCJPA is the recipient of grant funding for 10-30% designs and permit applications for restoration components as part of a project known as the Strategy to Advance Flood Protection, Ecosystem and Recreation project along the San Francisco Bay ("**SAFER Bay**"), which is a multi-benefit, multi-jurisdictional, public-private collaboration that will protect critical infrastructure, provide community resilience to current tidal flooding and projected sea level rise, and improve recreational access, using both engineered structures and nature-based flood protection ("**Project**"). Partner Cities hold grant funding for other components of the SAFER Bay Project. As such, the Project is a regional strategy to protect people and the natural and built environment from tidal flooding and up to 3.5 feet of projected sea level rise with restoration components that exceed projected impacts for a net ecological benefit.

C. The communities of Belle Haven in Menlo Park and East Palo Alto are vulnerable to flooding from a 100-year tide event and will face greater flood risk in the future. Protecting these communities is a priority of the SAFER Bay Project making the Project of particular interest to East Palo Alto and Menlo Park.

D. SFCJPA has received a grant from the State of California Department of Water Resources ("**DWR**") in the amount of \$1,045,625, and a grant from the San Francisco Bay Restoration Authority ("**SFBRA**") in the amount of \$4,980,000 (collectively, "**Grant Funds**" and individually, each a "**Grant Fund**"). However, 10% of the Grant Funds (the "Retention Funds") will not be available to SFCJPA until the work for which the grants were awarded has been completed, and authorization to submit the retention invoice is approved. The total amount of Retention Funds is \$602,562.50. The Retention Funds are the means by which the SFCJPA will reimburse the Cities.

E. Accordingly, SFCJPA currently needs funds to pay consultants performing pre-development work on the Project, as further described in Section 1 ("**Consultant Costs**"). Due to East Palo Alto's and Menlo Park's strong interest in seeing the Project completed because the Project will benefit both cities, each city, East Palo Alto and Menlo Park, have agreed to individually provide an advance to SFCJPA in the amount of no more than \$300,000 each.

F. The purpose of this Agreement is to document the \$300,000 advance to be from East Palo Alto to SFCJPA ("**Advance**") for the purpose of paying Consultant Costs related to

the Project prior to receipt of the Grant Funds. East Palo Alto's advance to SFCJPA will be documented in a separate agreement between those parties.

NOW THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Advance; Reimbursement; Termination; Use of Funds.**

(a) **Advance and Reimbursement.** Subject to the terms and conditions of this Agreement, and so long as no Event of Default (defined in Section 7) by SFCJPA exists, East Palo Alto shall make the Advance to SFCJPA upon the terms and conditions and for the purposes set forth in this Agreement.

(b) **Reimbursement.** Within thirty (30) days of receipt of Retention Funds from either Grant Fund, SFCJPA shall pay East Palo Alto the full amount of the Retention Funds received from such Grant Fund until SFCJPA has paid the amount of the Advance, in full without interest.

(c) **Term; Termination Date.** The term of this Agreement shall expire on the earlier of either April 30, 2028 or upon the full reimbursement by SFCJPA to East Palo Alto of the Advance ("**Termination Date**").

(d) **Termination by East Palo Alto For Default.** East Palo Alto shall have the right to terminate this Agreement upon SFCJPA's default under this Agreement and failure to cure within the applicable cure periods specified in Section 7.

(e) **Use of Advance.** The Advance shall be used solely and exclusively for the payment of Consultant Costs related to the Project, which Consultant Costs shall specifically include the following: (i) HDR Amended Task Order No. 4 To Master Service Agreement for The SAFER Bay Project - Evaluation, Design and Environmental Services, executed September 2023 for not to exceed amount of \$3,286,292; (ii) Woodard and Curran Grant Support for SAFER Bay Project, executed October 12, 2023 for not to exceed amount of \$29,216; (iii) Climate Resilient Communities Community Outreach for SAFER with contract amendment in progress, total amount estimated to be \$80,000; (iv) Nuestra Casa Community Outreach for SAFER; contract amendment in progress, total costs estimated to be \$80,000 and (v) Grassroots Ecology and Educational Outreach, SAFER Bay Project, contract amendment in progress not to exceed \$40,000.

(f) **No Additional Advance.** East Palo Alto's obligation to provide the Advance under this Agreement is limited to the Advance amount specified herein, and East Palo Alto is under no obligation to provide additional funding or future advances unless otherwise expressly agreed in writing.

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(g) **Unused Funds:** Any portion of the Advance that remains unused upon the completion or termination of the project must be promptly returned to East Palo Alto [the City].

East Palo Alto acknowledges that a portion of the Consultant Costs have previously been paid by SFCJPA through use of SFCJPA's reserve funds, and accordingly a portion of the Advance shall be used by SFCJPA to reimburse itself for such reserves, provided that SFCJPA shall deliver to East Palo Alto the relevant contract information described above with respect to all previously paid Consultant Costs and Consultant Costs to be paid in the future, as further described in Section 2(c).

2. **General Conditions Precedent to Disbursement of Funds.** East Palo Alto's obligation to make the Advance to SFCJPA is conditioned upon satisfaction of all of the following conditions at the times indicated:

(a) **City Council Approval.** Prior to disbursement of the Advance, the City Council of City shall have finally approved the Advance and the execution of this Agreement by City.

(b) **Execution of Agreement.** Prior to disbursement of the Advance, SFCJPA's execution and delivery to East Palo Alto of this Agreement;

(c) **Contracts.** Prior to disbursement of the Advance, SFCJPA's delivery to East Palo Alto executed copies of each of the consultant contracts applicable to Consultant Costs, as described in Section 1(e);

(d) **Insurance.** Prior to disbursement of the Advance, SFCJPA's delivery to East Palo Alto of evidence of insurance coverage in the form and in such amounts as set forth in the attached Exhibit A;

(e) **Supporting Documentation for Past Costs.** Prior to disbursement of the Advance, invoices, cancelled checks and any additional supporting documentation for Consultant Costs previously paid by SFCJPA;

(f) **Supporting Documentation for Future Costs.** Within ten (10) days of the date that any Consultant Costs are incurred, invoices, cancelled checks and any additional supporting documentation for such Consultant Costs; and

(g) **Other Information.** When requested by East Palo Alto, such other certificates, documents, information or instruments East Palo Alto shall reasonably require to substantiate the same.

3. **Payment of Advance.** Subject to the terms and conditions of this Agreement, payment of the Advance pursuant to this Agreement shall be made in a single payment by East Palo Alto to SFCJPA within thirty (30) days of the date that all conditions precedent in Section 2 are satisfied or waived in writing by East Palo Alto. The Advance shall be paid by East Palo Alto directly into SFCJPA's Safer Bay account pursuant to a check, wire, electronic check/transfer.

(a) **SFCJPA Representations and Warranties with Disbursement.** Disbursement of the Advance under this Agreement shall constitute: (i) SFCJPA's affirmation that the representations and warranties contained in this Agreement remain true and correct as

of the date thereof; (ii) SFCJPA's affirmation of compliance with the covenants contained in this Agreement; and (iii) SFCJPA's affirmation of its compliance with all terms and conditions of each grant agreement and related documents (collectively, "**Grant Agreements**") for the Grant Funds.

(b) Disbursement Contingent on East Palo Alto's Satisfaction. East Palo Alto shall not be obligated to disburse all or any portion of the Advance unless East Palo Alto is satisfied in its reasonable judgment that the conditions precedent to the making of such Advance, have been satisfied by SFCJPA, and SFCJPA is in compliance with its obligations under this Agreement and the Grant Agreements.

(c) No Obligation to Disburse Proceeds Upon Default or Termination. Notwithstanding any other provision of this Agreement, East Palo Alto shall have no obligation to disburse any portion of the Advance to SFCJPA following:

(i) the failure of any of SFCJPA's representations and warranties set forth in this Agreement to be true and correct in all material respects;

(ii) termination of this Agreement by East Palo Alto pursuant to Sections 1 or 7;

(iii) the occurrence of an Event of Default under this Agreement; or

(iv) a default by SFCJPA under either of the Grant Agreements.

(d) East Palo Alto's Right to Withhold Advance. East Palo Alto shall have the right to withhold disbursement of the Advance if: (a) any contractor's or mechanic's lien, laborer's lien, professional services lien, stop notice or other like instrument or claim relating to the Project has been recorded or filed and is not promptly discharged of record; (b) East Palo Alto determines that SFCJPA has spent or intends to spend the Advance on costs other than the Consultant Costs, (c) SFCJPA is in default (after any applicable notice and cure period) under any obligations to East Palo Alto as described in this Agreement or East Palo Alto has terminated this Agreement, or (d) SFCJPA is in default or has failed to perform under any term or condition of the Grant Agreements or either of the Grant Agreements have been terminated.

4. General SFCJPA Development and Reporting Obligations.

(a) General. SFCJPA shall use diligent efforts to manage and execute the two grants and faithfully complete the scoped work under these grants such that the Retention Funds are available to reimburse East Palo Alto for the Advance, SFCJPA's sole cost and expense, except as provided in this Agreement. In doing so, and in procuring the Advance, SFCJPA acknowledges that it is in a position of trust and responsibility for East Palo Alto.

(b) Reporting Obligations. At least quarterly, or at such other times as East Palo Alto may reasonably request, SFCJPA shall provide East Palo Alto with a written report including the following:

- (i) Status of completing scoped work and all required Project deliverables.
- (ii) Updated schedule identifying all then-completed tasks.
- (iii) Such other Project-related matters as East Palo Alto may reasonably request.

5. **Equal Opportunity; Non-Discrimination.** There shall be no discrimination on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the hiring, firing, promoting or demoting of any person engaged in predevelopment or construction work related to the Project, and SFCJPA shall direct its consultants and contractors to refrain from discrimination on such basis.

6. **Additional Covenants, Representations and Warranties of SFCJPA.**

(a) **Representations of SFCJPA.** SFCJPA represents and warrants to East Palo Alto as follows:

(i) **Organization of SFCJPA.** SFCJPA has all requisite power and authority to develop and operate the Project, to carry on its business as now conducted, and to execute, deliver and perform its obligations under this Agreement.

(ii) **Authorization of the Advance; Agreement Not a Debt or Liability of SFCJPA; No Violation.** The execution, delivery and performance of this Agreement have been duly authorized by SFCJPA. The persons executing this Agreement on behalf of SFCJPA have been duly authorized to do so. SFCJPA shall not be obligated to advance any of its own funds to pay the Advance, except as otherwise provided in Sections 1 or 7, and no member of the SFCJPA Board of Directors and no officer, employee or agent of the SFCJPA shall to any extent be personally liable hereunder.

(iii) **Litigation; Bankruptcy.** There are no pending or threatened actions or proceedings before any court or administrative agency which may adversely affect the financial condition or operation of SFCJPA or any of its members or managers or SFCJPA's ability to carry out the obligations of SFCJPA under this Agreement. SFCJPA is not the subject of any action under federal or state Bankruptcy Law.

(b) **Indemnification.** SFCJPA shall indemnify, defend (with counsel approved by East Palo Alto), and hold East Palo Alto, and its elected and appointed officers, officials, employees, agents, and representatives (collectively, "**Indemnitees**") harmless from and against all losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) or liabilities of any kind (all of the foregoing, collectively "**Claims**") arising directly or indirectly in any manner in connection with or resulting from (i) any and all predevelopment, development or construction activities conducted in connection with the Project, including without limitation, site investigations conducted by or for SFCJPA, (ii) any failure of any of SFCJPA's representations or warranties set forth in this Agreement, or made by SFCJPA in connection with the execution and delivery of this

Agreement or in any certificate furnished pursuant hereto, or in connection with any request for disbursement of the Advance to be correct in all material respects, (iii) any Claim, whether meritorious or not, brought or asserted against any Indemnatee which relates to or arises in connection with this Agreement, the Project or any transaction contemplated hereby, or the relationship between SFCJPA and East Palo Alto. SFCJPA's obligations under this Section shall survive the expiration or termination of this Agreement. SFCJPA's indemnity obligations shall not apply to Claims arising solely as a result of the willful misconduct or gross negligence of the Indemnitees.

(c) Insurance. SFCJPA shall cause its consultants working on the Project to maintain and keep in force, at their expense, the insurance coverage set forth in Exhibit A. With respect to each such policy, SFCJPA shall provide to East Palo Alto within ten (10) days following execution of this Agreement, a certificate of insurance and an endorsement which provides that no cancellation, major change in coverage or expiration will be effective during the term of this Agreement without thirty (30) days written notice to East Palo Alto prior to the effective date of such cancellation, change in coverage or expiration. Upon request by East Palo Alto from time to time, SFCJPA shall deliver to East Palo Alto originals or copies of all such insurance policies and certificates evidencing such policies.

(d) Books and Records. East Palo Alto shall have the right, during business hours and after reasonable notice to SFCJPA, to inspect and copy SFCJPA's books and records concerning the Project and the use of the Advance.

(e) Other Documents. Upon East Palo Alto's reasonable request, SFCJPA shall deliver to East Palo Alto copies of documents related to the Project, including without limitation, construction contracts, consulting agreements, architects' agreements, loan and financing applications, studies, reports and loan documents.

7. Default and Remedies.

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**") by SFCJPA:

(i) An Event of Default is declared under this Agreement.

(ii) Any of SFCJPA's representations or warranties contained in this Agreement or made by SFCJPA in connection with the execution and delivery of this Agreement or in any certificate furnished pursuant hereto, shall prove to have been incorrect when made in any material respect.

(iii) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), SFCJPA: (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against SFCJPA in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for SFCJPA; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(iv) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against SFCJPA in an involuntary case, (ii) appoints a

trustee, receiver, assignee, liquidator or similar official for SFCJPA or substantially all of SFCJPA's assets, (iii) orders the liquidation of SFCJPA, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within sixty (60) days after its issuance.

(v) Any of SFCJPA's consultants fail to maintain insurance as required pursuant to this Agreement, and SFCJPA fails to commence causing a cure of such default within ten (0) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than thirty (30) days from the receipt of notice of default.

(vi) SFCJPA fails to use the Advance in accordance with this Agreement and SFCJPA has not cured such default within thirty (30) days after the date upon which East Palo Alto shall have given written notice of the default to SFCJPA,

(vii) SFCJPA defaults in the performance of any term, provision, covenant or agreement contained in this Agreement or other than an obligation enumerated in this Section 7(a), and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which East Palo Alto shall have given written notice of the default to SFCJPA, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if SFCJPA commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than ninety (90) days from the receipt of notice of default.

(viii) SFCJPA defaults or fails to perform under either of the Grant Agreements and such default continues for thirty (30) days after the date upon which East Palo Alto shall have given written notice of the default to SFCJPA, provided that in the case of a default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if SFCJPA commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than ninety (90) days from the receipt of notice of default.

(b) Remedies. Upon the occurrence of an Event of Default, East Palo Alto shall have the following rights and remedies:

(i) East Palo Alto may demand full reimbursement of the Advance or any portion thereof;

(ii) East Palo Alto may exercise any and all rights and remedies granted to East Palo Alto pursuant to this Agreement or as permitted by law or in equity;

(iii) East Palo Alto may seek an order of specific performance; and

(iv) East Palo Alto may terminate this Agreement.

Each of the remedies provided herein is cumulative and not exclusive of and shall not prejudice any other remedy provided herein. East Palo Alto may exercise any rights and remedies

available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement.

8. **CEQA Savings Clause.** To comply with CEQA and give the public the opportunity to be aware of the environmental consequences of the Project, and to fully participate in the CEQA process, the parties acknowledge that East Palo Alto has no obligation to approve and SFCJPA has no obligation to develop the Project unless and until the parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the CEQA environmental review process and any other public review and hearing processes, subject to all applicable governmental approvals. East Palo Alto shall retain discretion in accordance with applicable law before action on the Project by East Palo Alto City Council to (i) identify and impose mitigation measures to mitigate significant environmental impacts, if any; (ii) select other feasible alternatives to avoid significant environmental impacts, if any; (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the Project.

9. **Miscellaneous.**

(a) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Notwithstanding the foregoing, East Palo Alto's obligation to make the Advance is personal to SFCJPA, and this Agreement shall not be assignable by SFCJPA by operation of law or otherwise absent the express written consent of East Palo Alto, and any such assignment by operation of law or otherwise shall be void.

(b) **Notices.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, addressed to the parties in the manner set forth below, and be given only in accordance with the provisions of this Section 9(b). All such items shall be sent by: personal delivery, in which case notice is effective upon delivery; certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service (or, if delivery is not during regular business hours on a business day, then on the next business day).

The addresses of the parties to receive notices are as follows:

To East Palo Alto: City of East Palo Alto
 2415 University Avenue
 East Palo Alto, CA 94303
 Attention: Melvin E. Gaines

With a copy to: City of East Palo Alto
 2415 University Avenue
 East Palo Alto, CA 94303
 Attention: John D. Le

To SFCJPA:

San Francisquito Creek Joint Powers Authority
750 Menlo Avenue, Suite 250
Menlo Park, CA 94025
Attention: Iman Novin

With a copy to:

Attention: _____
Email: _____

(c) Waiver, Modification and Amendment. No failure or delay on the part of East Palo Alto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any departure by SFCJPA therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on SFCJPA in any case shall entitle SFCJPA to any other or further notice or demand in similar or other circumstances. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the parties.

(d) Further Assurances. The parties shall execute, acknowledge and deliver to the other parties such other documents and instruments, and shall take such other actions, as may reasonably be necessary to carry out the intent of this Agreement.

(e) Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish SFCJPA and East Palo Alto as partners, co-venturers, or principal and agent with one another.

(f) Action by East Palo Alto. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by East Palo Alto is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by East Palo Alto's City Manager or by any person who shall have been designated by East Palo Alto's City Manager, without further approval by East Palo Alto Council unless East Palo Alto City Manager determines in his/her/their discretion that such action requires such approval.

(g) Non-Liability of East Palo Alto and City Officials, Employees and Agents. No member, official, employee or agent of East Palo Alto shall be personally liable to SFCJPA, or any successor in interest to either in the event of any default or breach by East Palo Alto, or for any amount of money which may become due to SFCJPA or any successor to either, or for any obligation of East Palo Alto under this Agreement.

(h) No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

(i) Captions; Construction; Time is of the Essence. The headings of the

sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. Time is of the essence in the performance of this Agreement.

(j) Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts executed and wholly performed in that State. SFCJPA agrees that any controversy arising under or in relation to this Agreement shall be litigated exclusively in courts having jurisdiction in San Mateo County, California.

(k) Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties are materially altered or abridged by such invalidation, voiding or unenforceability.

(l) Entire Agreement; Exhibits. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the parties with respect thereto. Exhibit A attached hereto is incorporated herein by this reference.

(m) East Palo Alto Status. SFCJPA recognizes and agrees that East Palo Alto is not a commercial lending institution, but a public agency exercising its authority to protect the public health, safety and welfare. Any duties or obligations which a commercial lending institution may have to SFCJPA shall not apply to this transaction.

(n) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

SFCJPA:

East Palo Alto:

SAN FRANCISQUITO CREEK JOINT
POWERS AUTHORITY, a California joint
powers association

CITY OF EAST PALO ALTO, a municipal
corporation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Melvin E. Gaines
City Manager
Date: _____

ATTEST:

By: _____
James Colin, City Clerk

APPROVED AS TO FORM:

By: _____
John D. Le, City Attorney



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin Gaines, City Manager

BY: Jeff Liu, Chief of Police

SUBJECT: Purchase of Police Electric Vehicles

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to issue a purchase order in favor of Winner Chevrolet to purchase one (1) 2025 Chevrolet Blazer electric vehicle and one (1) 2024 Chevrolet Silverado electric vehicle for the Police Department in an amount not to exceed \$145,653.62.
2. Authorizing the City Manager to issue a purchase order in favor of Downtown Ford to purchase one (1) 2023 Ford F-150 Lightning electric vehicle for the Police Department in an amount not to exceed \$57,565.76.
3. Waive the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D).

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 1: Enhance Public Safety and Emergency Preparedness
Priority No. 3: Increase Organizational Effectiveness and Efficiency
Priority No. 6: Create a Healthy and Safe Community

Background

On December 6, 2005, the City Council adopted Resolution No. 2532A, which established the City's Vehicle Fleet and Replacement Guidelines. These Guidelines

CONSENT ITEM 3.5

outline the standards by which the City will replace its vehicles. According to the Guidelines, patrol vehicles shall be replaced at five years or 100,000 miles (December 6, 2005 Staff Report and Resolution No. 2532A). This policy ensures City patrol vehicles remain operable with reasonable maintenance. This policy also ensures police vehicles are safe and effective, especially considering the high-risk nature of police driving as part of the Vehicle Fleet and Replacement Guidelines for vehicle replacements.

The purchase of these three vehicles will allow the Department to continue safe effective and efficient management of its police vehicle fleet.

1. If Council approves the purchase of these vehicles, they will be replacing three vehicles that are over five years old and/or have over 100,000 miles of service. After the police department puts the new vehicles into service, the vehicles being replaced will be mechanically assessed to determine whether they can be used as non-emergency City vehicles or for spare parts.

If the vehicle has no value, it will be disposed of in a manner approved by City Council resolution at a later date.

Analysis

The East Palo Alto City Council has expressed strong interest in adding electric zero emissions vehicles to the City of East Palo Alto fleet. Adding electric vehicles to our City fleet will present a considerable amount of change to standard vehicle operations procedures, particularly refueling and emergency operations. Based on the experiences of some neighboring police departments, and the unique demands of marked patrol vehicles, the current state of vehicle technology supports incorporating electric vehicles into our current marked patrol fleet. Marked police patrol vehicles are commonly used for traffic stops, traffic control, and at times left running with the emergency lights on to warn community members of police activity. Electric vehicles have not been designed for this purpose, and often simply turn off when the driver walks away from the vehicle. To evaluate the feasibility of electric fleet vehicles for police use, the department is seeking authorization to purchase three electric vehicles to be used as unmarked vehicles, which are not commonly used in the same capacity.

The purchase of these electric vehicles will allow our department to learn more about the benefits and challenges of an electric fleet, begin building our electrical support infrastructure, and develop solutions to any challenges identified during the process.

The three (3) vehicles identified in this report are included in the California State Bid. Staff received and attached price quotes from dealerships who won the state contract. Given these special circumstances, waiving the formal bidding requirements in favor of Winner Chevrolet and Downtown Ford in accordance with the state contract. Thus, the

CONSENT ITEM 3.5

City Manager recommends dispensing with formal bid procedures under East Palo Alto Municipal Code Section 2.84.070 (D).¹

Fiscal Impact

The fiscal impact is \$203,219.38 from the general fund.

Public Notice

The public was provided notice of this agenda item by posting the City Council agenda on the City's official bulletin outside City Hall and making the agenda and report available at the City's website and the San Mateo County Library at 2415 University Avenue.

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.

Attachments

1. Resolution
2. Quotes

¹ "When other special circumstances require, and the City Manager recommends disregarding bid procedures, and City Council approval is obtained to disregard bid procedures and which expressly authorizes negotiations with one or more firms, persons, corporations, partnerships and/or associates for entities." EPAMC 2.84.070(D).

RESOLUTION NO. _____

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

AUTHORIZING THE CITY MANAGER TO PURCHASE ONE 2025 CHEVROLET BLAZER EV, ONE 2024 CHEVROLET SILVERADO EV, AND ONE 2023 FORD F150 LIGHTNING EV FOR THE EAST PALO ALTO POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$203,219.38.

WHEREAS, the City Council adopted Resolution No. 2532A, which established the Vehicle Fleet and Replacement Guidelines (Guidelines) for city vehicle replacements; and

WHEREAS, the replacement guidelines require the police department to replace patrol vehicles at five years or 100,000 miles; and

WHEREAS, pursuant to the Guidelines, it is necessary for the Police Department to purchase one Chevrolet Blazer EV, one 2024 Chevrolet Silverado EV, and one 2023 Ford F-150 Lightning EV to ensure the safe effective and efficient management of its police vehicle fleet; and

WHEREAS, the State of California has developed a cooperative purchasing program, utilizing a complete bidding process, for the purchase of goods and services, including police patrol vehicles, and allows local government agencies to make purchases under the State contracts awarded through the program; and

WHEREAS, The costs for the 2025 Chevrolet Blazer and 2024 Chevrolet Silverado are in accordance with the California State contract; and

WHEREAS, The costs for the 2023 Ford F150 Lightning is in accordance with the California State contract; and

WHEREAS, the City Manager recommends dispensing with formal bid procedures pursuant to East Palo Alto Municipal Code Section 2.84.070 D;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO HEREBY authorizes the City Manager to:

1. Accept the bid from Winner Chevrolet for the purchase of one 2025 Chevrolet Blazer and one 2024 Chevrolet Silverado for the Police Department in an amount not to exceed \$145,653.62;
2. Accept the bid from Downtown Ford for the purchase of one 2023 Ford F150 Lightning for the Police Department in an amount not to exceed \$57,565.76;

3. Waive the formal bid procedure pursuant to East Palo Alto Municipal Code Section 2.84.070(D).

PASSED AND ADOPTED this 3rd day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Antonio Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:

James Colin, City Clerk

John Le, City Attorney

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916)509-8598 - Desk
(916)792-3672 - Cell

To: Jason Peardon
East Palo Alto PD

DATE November 13, 2024
Quotation # 4104

Prepared by: Andrew Villareal

(650) 521-1938

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-20D

Description		AMOUNT
Line #42A 2024 Chevy Silverado EV 350 Mile Range		\$ 75,300.00
Options (Refer to Window Sticker):		\$ 545.00
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****		
(Order Acknowledgment Signature) (Date)		Subtotal \$ 75,845.00
		DOC Fee \$ 85.00
		Taxable Subtotal: \$ 75,930.00
		Tax Rate(Subject to change): 9.875% \$ 7,498.09
		CA Tire Fee: \$1.75 / Per Tire Tire Fee: \$8.75
		Delivery Charge: \$ 350.00
		Total: \$ 83,786.84
QTY		Grand Total \$ -

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!



Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14) (✓ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14)

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.



Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.**TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. *****IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
(916)509-8598
avillareal@lasherauto.com

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Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.



[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14)

(Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck w/3WT

Interior:Jet Black, Evotex seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, none

Transmission, none

OPTIONS

CODE	MODEL	MSRP
CT35843	[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck w/3WT	
CGN	Spray-in Bed Liner	\$545.00
3WT	Work Truck Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
EN0	Engine, none	\$0.00
GAZ	Summit White	\$0.00
H9F	Jet Black, Evotex seat trim	\$0.00
MF1	Transmission, none	\$0.00
RIP	Wheels, 18" X 8.5" (45.7 cm x 21.6 cm)	\$0.00
VQ2	Fleet Processing Option	\$0.00
YF5	Emissions, California state requirements	\$0.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14) (Complete)

Standard Equipment

Mechanical	
	Engine, none (STD)
	Dual Level Charge Cord dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection (Deleted when (V7X) 1FL Fleet Package is ordered.) (STD)
	Transmission, none (STD)
	Electronic Precision Shift electronic transmission range selector with Low selection for throttle off regenerative braking and one-pedal driving capability
	Emission system zero emission vehicle (ZEV)
	Chassis, e4WD
	Ultium Drive System Performance Torque Vectoring e4WD (Electronic 4WD), 2 motors (1 front & 1 rear electric drive unit)
	Ultium Front Drive Unit 1-motor, Integrated Inverter, Park System
	Ultium Rear Drive Unit 1-motor, Integrated Inverter
	Ultium Battery
	DC fast charging 800 volt, up to 350 kW
	Charging module, 19.2 kW high-voltage
	Suspension, 4-wheel independent suspension with premium ride and handling
	Brakes, 17" front and rear sliding caliper disc with DURALIFE rotors with regenerative capability. 4 wheel disc and 4-wheel antilock braking
	Brake rotor, FNC
	Trailer brake controller, integrated
	Tow/Haul Mode
	Jack, mechanical, with tools located in the eTrunk
Exterior	
	Wheels, 18" X 8.5" (45.7 cm x 21.6 cm) high gloss Black painted aluminum (Replaced with (RT3) 18" steel wheels when (V7X) 1FL Fleet Package is ordered.) (STD)
	Tires, LT265/70R18, all-season blackwall
	Wheel, spare, 18" X 8.0" (45.7 cm x 20.3 cm), steel
	Tire, spare LT225/65R18, all-season blackwall
	LPO, Soft Roll-Up Tonneau Cover premium soft roll-up, (dealer-installed) (Deleted when (V7X) 1FL Fleet Package is ordered.)
	Assist steps, Black, wheel to wheel (Deleted when (V7X) 1FL Fleet Package is ordered.)

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Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.



[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14)

(Complete)

Exterior

- Shutters, front upper and lower grille, active
- IntelliBeam, automatic high beam on/off
- Headlamps, LED with LED Daytime Running Lamps
- Tail lamps, LED
- LED Cargo Area Lighting located in cargo bed activated with switch on instrument panel
- Mirrors, outside heated power-adjustable
- Mirror caps, painted Black
- Window, front side, solar absorbing
- Window, rear side, solar absorbing, privacy tinting
- Glass, deep-tinted, rear door and rear cab
- Windows, remote Express-Down, front and rear door windows
- Tailgate, standard
- Tailgate, gate function manual with EZ Lift
- Tailgate, locking
- Door handles, body-color

Entertainment

- SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
- Audio System, 11.3" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones
- Audio system feature, 6-speaker system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front bucket (STD)
- Evotex seat trim

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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14)

(Complete)

Interior

- Seat adjuster, driver 4-way manual
- Seat adjuster, front passenger 4-way manual
- Seat, rear 60/40 folding bench
- Center console, floor-mounted 4 cup holders, USB port, Auxiliary and 120V Power Outlets
- Floor Covering, all-weather vinyl flooring
- Steering Wheel, urethane
- Steering column, power tilt and telescopic
- Steering wheel audio controls
- Driver Information Center 8" diagonal fully digital color display
- Door locks, power
- Remote vehicle starter system pre-conditioning
- Keyless Open and Start
- Adaptive Cruise Control
- Theft-deterrent system, unauthorized entry
- Alarm, remote panic
- Wireless phone projection, for Apple CarPlay and Android Auto
- USB Ports, 2, Type-C Charge/Data ports located on floor console
- USB Ports, rear, dual, charge-only
- Power outlet, front console, 12-volt
- Power outlet, 120-volt, on back of floor console
- Power outlet, 120-volt, located in the eTrunk
- Power outlets, bed mounted, 4 120-volt
- Power outlet, bed mounted, 240-volt
- Offboarding Power, 7.2 kw, split phase, AC power
- Air conditioning, dual-zone automatic climate control
- Air vents, rear, heating/cooling
- Air filter, pollutant
- Air conditioning, refrigerant, low GWP
- Defogger, rear-window electric
- Sensor, cabin humidity and windshield temperature

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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14)

(Complete)

Interior

- Map pocket, front passenger seatback
- Mirror, inside rearview manual day/night
- eTrunk, lockable weather-proof and lit compartment with 120 volt outlet, cargo tie-downs and drain holes

Safety-Mechanical

- Enhanced Automatic Emergency Braking
- Reverse Automatic Braking
- Rear Cross Traffic Braking
- Front Pedestrian and Bicyclist Braking
- Intersection Automatic Emergency Braking intersection alert, braking
- StabiliTrak, Stability Control System with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

- Pedestrian Safety Signal automated external sound generator at low speeds alerts pedestrians of vehicle presence

Safety-Interior

- Airbags, Frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar Connected Plan See dealer for details
- OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Side Bicyclist Alert
- LED Reflective Windshield Collision Alert
- Traffic Sign Recognition
- HD Surround Vision with Trailer View Camera Provision
- Blind Zone Steering Assist
- Lane Keep Assist with Lane Departure Warning
- Rear Park Assist
- Hitch Guidance
- Speed Limit Assist, automatic
- Following Distance Indicator

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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14)

(Complete)

Safety-Interior

- Forward Collision alert
- Rear Pedestrian Alert
- Rear Seat Reminder
- Seat Belt adjustable Guide Loops, front row
- Seat Belt, front passenger presence detector
- Seat Belt indicator, rear passengers
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu
- LATCH system (Lower Anchors and Tethers for CHildren) for child restraints seats
- Safety Alert Seat
- Door locks, rear child security lock manual child lock system (rear door latch)
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Processing-Other

- Pickup bed, 5 ft 11 inches
- Trailer Information Label

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Corrosion Years (Rust-Through): 6
- Corrosion Years: 3
- Corrosion Miles/km (Rust-Through): 100,000
- Corrosion Miles/km: 36,000
- Hybrid/Electric Components Years: 8
- Hybrid/Electric Components Miles/km: 100,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000
- Roadside Assistance Note: Towing: 8 Years/100,000 Miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14) ( Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	0.00 lbs

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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14) ( Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MF1
Trans Type	1	Trans Description Cont.	N/A
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Trans Power Take Off	N/A	Final Drive Axle Ratio (:1)	N/A
Transfer Case Model	N/A	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A	Transfer Case Power Take Off	N/A

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	393 mi

Engine

Engine Order Code	EN0	Engine Type	Electric
Displacement	N/A	Fuel System	Electric
SAE Net Horsepower @ RPM	N/A	SAE Net Torque @ RPM	N/A
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14) ( Complete)

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	N/A	Gross Axle Weight Rating	N/A
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Independent
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A

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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14) (Complete)

Chassis

Suspension

Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A
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Tires

Front Tire Order Code	QWJ	Rear Tire Order Code	QWJ
Spare Tire Order Code	ZBD	Front Tire Size	LT265/70R18
Rear Tire Size	LT265/70R18	Spare Tire Size	LT225/65R18
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 x 8.5 in	Rear Wheel Size	18 x 8.5 in
Spare Wheel Size	18 x 8 in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Power Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	17 x -TBD- in
Rear Brake Rotor Diam x Thickness	17 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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[Fleet] 2024 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Work Truck (14) (Complete)

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	41.9 in
Front Leg Room	44.8 in	Front Shoulder Room	64.9 in
Front Hip Room	62 in	Second Head Room	39.7 in
Second Leg Room	44.3 in	Second Shoulder Room	63.8 in
Second Hip Room	61.5 in		

Exterior Dimensions

Wheelbase	145.7 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	333.1 in
Width, Max w/o mirrors	81.6 in	Height, Overall	78 in
Overhang, Front	36.2 in	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.9 in	Ground Clearance, Rear	8.9 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	N/A	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	N/A
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	10.7 ft³	Ext'd Cab Cargo Volume	N/A

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Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916)509-8598 - Desk
(916)792-3672 - Cell

To: Jason Peardon
East Palo Alto PD

DATE November 13, 2024
Quotation # 4103

Prepared by: Andrew Villareal

(650) 521-1938

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23D

Description	AMOUNT
Line #3	\$ 55,000.00
Options (Refer to Window Sticker):	\$ 200.00
Upgrade to Blazer EV PPV Admin	\$ 695.00
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****	
(Order Acknowledgment Signature) (Date)	Subtotal \$ 55,895.00
	DOC Fee \$ 85.00
	Taxable Subtotal: \$ 55,980.00
	Tax Rate(Subject to change): 9.875% \$ 5,528.03
	CA Tire Fee: \$1.75 / Per Tire Tire Fee: \$8.75
	Delivery Charge: \$ 350.00
	Total: \$ 61,866.78
QTY	Grand Total \$ -

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at
AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!



[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5)

Prepared By
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Winner Chevrolet / Elk Grove Auto Group

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Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.**TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. *****IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Blazer EV (1MF26) AWD 4dr 2FL Police

- Interior:Black, Cloth seat trim
- Exterior 1:Sterling Gray Metallic
- Exterior 2:No color has been selected.
- Engine, none (electric drive unit)
- Transmission, none (electric drive unit)

OPTIONS

CODE	MODEL	MSRP
1MF26	[Fleet] 2025 Chevrolet Blazer EV (1MF26) AWD 4dr 2FL Police	
OPTIONS		
2FL	2FL Preferred Equipment Group	\$0.00
9C3	Identifier for Detective Police Package Vehicle	\$0.00
A51	Seats, front bucket	\$0.00
ARU	Glass, side rear, deep tint	\$200.00
B30	Floor covering, color-keyed carpeting in occupant area	Inc.
D06	Console, floor, with armrest, retail	Inc.
EKV	Black, Cloth seat trim	Inc.
EN0	Engine, none (electric drive unit)	\$0.00
GXD	Sterling Gray Metallic	\$0.00
MF1	Transmission, none (electric drive unit)	\$0.00
PXT	Wheels, 20" (50.8 cm) steel	\$0.00
QH9	Tires, 265/50R20, all-season Firestone Firehawk Pursuit blackwall	\$0.00
U2K	SiriusXM with 360L Trial Subscription.	Inc.
UBI	USB ports, 2 type-C, located on back of center console, charge-only	Inc.
UBK	USB port, type-C, located within the center console armrest bin	Inc.
VQ2	Fleet processing option	\$0.00
YF5	Emissions, California state requirements	\$0.00

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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A



[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Standard Equipment

Mechanical

- Engine, none (electric drive unit) (STD)
- Transmission, none (electric drive unit) (STD)
- Emission system zero emission vehicle (ZEV)
- Electronic Precision Shift
- Propulsion, electric performance dual-motor all-wheel drive (AWD)
- Cooling system, heavy-duty
- Battery, Ultium Propulsion, 102 kWh Battery Rated Energy, 190 kW DC fast charging capable
- Battery, 12V/60AH, 680 ENCCA
- AC Charging, 19 kW capable
- Charge port, illuminated
- Recovery hook, front (shipped loose in cargo area)
- Recovery hook, rear (shipped loose in cargo area)
- Skid plate, steel, front and rear
- Suspension, Performance
- GVWR, 6945 lbs. (3150 kg)
- Steering, power, non-variable ratio, electric
- Brakes, front Brembo, 4-wheel antilock disc
- Brake rotor, non-FNC
- Brake pads, performance

Exterior

- Wheels, 20" (50.8 cm) steel with bolted-on Black center cap (STD)
- Tires, 265/50R20, all-season Firestone Firehawk Pursuit blackwall (STD)
- Tire, spare, none
- Tire inflator kit
- Roof rails, delete
- Molding, door upper, low gloss Black
- Cargo tie-downs (2)
- Grille, gloss black
- Headlamp control, automatic on and off

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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Exterior

- Headlamps, LED
- Mirror caps, high gloss Black
- Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming with turn signal indicators
- Glass, acoustic, laminated windshield
- Glass, side rear tempered, solar glazing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent
- Rear Camera Washer (Included with (DRZ) Rear Camera Mirror.)
- License plate front mounting package
- Door handles, body-color
- Liftgate, manual
- Flasher system, headlamp and taillamp, DRL compatible with control wire
- Calibration, taillamp flasher, Red/Red
- Calibration, taillamp flasher, Red/White

Entertainment

- Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration
- Google Automotive Services capable (Requires (UE1) OnStar.)
- Bluetooth for phone connectivity to vehicle infotainment system
- 5G vehicle connectivity (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
- Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
- Antenna, roof-mounted shark fin

Interior

- Seats, front bucket (STD)
- Seat trim, Cloth front
- Seat adjuster, driver 8-way power
- Seat adjuster, driver 2-way power lumbar
- Seat adjuster, front passenger 6-way power
- Seat adjuster, front passenger 2-way power lumbar

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Data Version: 23935. Data Updated: Nov 12, 2024 6:49:00 PM PST.



[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Interior	
	Seat, rear 60/40-split, fold-flat
	Headrest, rear center
	Steering column, tilt and telescopic
	Steering wheel, urethane
	Steering wheel controls, audio Driver Information Center and phone interface controls
	Speedometer, miles, certified
	Driver Information Center, 11" diagonal display
	Universal Vehicle Module provides CAN Readability of selected messages utilizing SAE J1939 formatting. This gateway module offers 10-switchable inputs and outputs, and includes a graphical user interface available to customize specific needs with more than 150 operating parameters available to read
	Outside temperature display
	Compass display
	Window, power, driver, express up and down
	Window, power, front passenger, express up and down
	Windows, power rear, express down
	Door locks, power
	Keyless Open includes extended range Remote Keyless Entry
	Remote Start, key fob
	Remote Start, smartphone app capable (Requires (UE1) OnStar.)
	Cruise Control, electronic with set and resume speed
	Remote panic alarm
	Theft-deterrent system, immobilizer
	Theft deterrent system, unauthorized entry
	USB ports, 2 type-C (Located forward of the cupholders.)
	Power outlet, 12-volt (Located in the center console compartment.)
	Air conditioning, dual-zone automatic climate control
	Defogger, rear-window electric
	Air filter, pollutant, odor and fine dust
	Sensor, cabin humidity and windshield temperature
	Glovebox
	Rear Camera Mirror inside rearview auto-dimming, includes (CWA) Rear Camera Washer

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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Interior

- Visors, driver and front passenger illuminated sliding vanity mirrors, covered
- Lighting, interior, front, courtesy and dual reading lights
- Lighting, interior, roof, rear courtesy and dual reading lights
- Calibration, Surveillance Mode interior and exterior lighting

Safety-Mechanical

- Traction control, electronic
- StabiliTrak, stability control system

Safety-Exterior

- Daytime Running Lamps

Safety-Interior

- Airbags, frontal knee and seat-mounted side-impact for driver and front passenger, and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
- OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
- Rear Park Assist
- HD Rear Vision Camera
- Safety Alert Seat
- Seat belt indicators, driver, front passenger and rear passengers
- Seat belts, 3-point, all positions includes front and rear seat belt pretensioners
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)
- Door locks, rear child security
- LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
- Rear Seat Reminder
- Tire Fill Alert

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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Safety-Interior

Tire Pressure Monitor System, auto learn

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Towing: 8 Years/100,000 Miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available



[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	MF1
Trans Type	1	Trans Description Cont.	N/A
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	103 (2024)
EPA MPG Equivalent - Hwy	88 (2024)	Estimated Battery Range	279 (2024) mi

Engine

Engine Order Code	EN0	Engine Type	Electric
Displacement	N/A	Fuel System	Electric
SAE Net Horsepower @ RPM	N/A	SAE Net Torque @ RPM	N/A

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A
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Cooling System

Total Cooling System Capacity	N/A
-------------------------------	-----

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
--	-----	--------------------------	-----

Vehicle

EPA Classification	Sport Utility Vehicles
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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Chassis

Weight Information

Base Curb Weight	5870 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	1000 lbs	Dead Weight Hitch - Max Tongue Wt.	100 lbs
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	N/A	Suspension Type - Rear	N/A
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QH9	Rear Tire Order Code	QH9
Spare Tire Order Code	N/A	Front Tire Size	265/50R20
Rear Tire Size	265/50R20	Spare Tire Size	N/A

Wheels

Front Wheel Size	20 x -TBD- in	Rear Wheel Size	20 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Non-Variable Electric Power	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	39.7 ft		

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[Fleet] 2025 Chevrolet Blazer EV (1MF26) 4dr AWD 2FL Police (5) ( Complete)

Chassis

Brakes

Brake Type	N/A	Brake ABS System	N/A
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	N/A
Disc - Rear (Yes or)	N/A	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	N/A
Front Head Room	40.88 in	Front Leg Room	44.2 in
Front Shoulder Room	58.7 in	Front Hip Room	57.4 in
Second Head Room	38.1 in	Second Leg Room	38.92 in
Second Shoulder Room	58.33 in	Second Hip Room	53.79 in

Exterior Dimensions

Wheelbase	121.8 in	Length, Overall	192.62 in
Width, Max w/o mirrors	78.02 in	Height, Overall	64.78 in
Track Width, Front	65.9 in	Track Width, Rear	65.9 in
Min Ground Clearance	7.49 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	29.40 in

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	59.1 ft³	Cargo Volume to Seat 2	25.5 ft³
Cargo Volume to Seat 3	N/A		

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525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

FG64098

INVOICE

Customer

Name EAST PALO ALTO PD

Address 141 DEMETER ST

City EAST PALO ALTO State CA Zip 94303

Phone ATTN: JASON PEARDON

DATE 11/8/2024

SALES REP KAYLA

PHONE 916-717-0362

FOB

Qty	Description	Unit Price	TOTAL
1	2023 FORD F150 LIGHTNING PRO 4X4 STATE OF CALIFORNIA CONTRACT 1-22-23-20F CLIN 42 EXTERIOR COLOR: BLACK	\$48,817.00	\$48,817.00
OPTIONS			
PRICING BELOW SUBJECT TO CHANGE			
1	CHANGE TO XLT TRIM	\$3,750.00	\$3,750.00
1	SPRAY BEDLINER	\$595.00	\$595.00
-1	AGED INVENTORY DISCOUNT	\$1,500.00	(\$1,500.00)
1	DOC FEE	\$85.00	\$85.00
SALES TAX CALCULATED AT 9.875% BASED ON REGISTRATION ADDRESS			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name

CC #

Expires

SubTotal \$51,747.00

DELIVERY \$700.00

SALES TAX \$5,110.01

CA Tire Tax \$8.75

TOTAL \$57,565.76

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 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

SUBJECT: Monthly Cash Treasury Report for October 2024

Recommendation

Accept and file the Cash Treasury Report for the month of October 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 on a monthly basis.

Analysis

The Monthly Cash Treasury Report ("Report") covers cash and investments of the City in the four cash and investment accounts: Wells Fargo Bank, San Mateo County Pool, California State Local Agency Investment Fund, and the California Asset Management Program (CAMP). The Report does not include petty cash, or the California State Community Infrastructure Program (SCIP) bond proceeds held by a trustee in the name of the City. For investment purposes, City

CONSENT ITEM 3.6

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 October 30, 2024, are as follows:

Account	Beginning Balance	Receipts	Disbursements	Interest Allocation	Inter-Account Transfers	Ending Balance
Wells Fargo Bank	2,888,738.69	1,835,826.85	(5,880,301.67)	-	3,600,000.00	2,444,263.87
LAIF	10,078,122.54	-	-	141,752.88	-	10,219,875.42
San Mateo County Pool	29,445,307.12	375,856.45	-	299,840.96	(3,600,000.00)	26,521,004.53
CAMP	100,826,995.58	-	-	429,764.58	-	101,256,760.16
Total	143,239,163.93	2,211,683.30	(5,880,301.67)	871,358.42	-	140,441,903.98

The Wells Fargo cash balance reflects the book value balance (i.e., total outstanding checks not cashed are deducted from the account balance). The month-to-date cash and investment balance decreased by approximately \$0.3M compared to the balance as of September 30, 2024.

October receipts, a total of approximately \$1.8M, primarily consist of a tax distribution (\$0.4M), Veolia payment (\$0.2M), Four Seasons TOT payment (\$0.2M), CEDD plan check payment (\$0.2M), Police COPS/SLESF distribution (\$0.1M), and other various receipts.

October disbursements, a total of approximately \$5.9M, primarily consist of University 101 CIP payment to MCM and Ghirardelli (\$1.1M), 12" water main CIP payment to C2R (\$0.9M), Recology refuse collection and recycling services for Quarter 1 (\$0.8M), Payroll costs (\$1.1M), 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

	Oct-24	Sep-24	Oct-23
6-month Treasury Bill	4.31	4.23	5.33
2-year Treasury Note	4.16	3.66	5.07
5-Year Treasury Note	4.15	3.58	4.82

Local Agency Investment Fund (LAIF) average monthly effective yields were 4.518% in October, which decreased by 0.057% from September 2024. San Mateo County monthly gross earnings for October were 3.862% compared to 3.872% in September 2024. The County Pool earnings estimates for FY 24-25 are at 3.85%. As of October 2024, the current annualized yield for CAMP is 5.01% compared to 5.08% in September 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.

¹ Daily US Treasury Yield Curve. Treasury.gov



CONSENT ITEM 3.6

Summary October 31, 2024		
	Deposit Value	Market Value
General Fund (Inc. Petty cash of \$10,800)	\$ 37,089,706	\$ 37,089,706
General Sub-Funds (Committed/Reserved)	\$ 17,845,322	\$ 17,845,322
City Funds Restricted and Committed	\$ 85,680,946	\$ 85,680,946
Successor Agency Trust	\$ 500,600	\$ 500,600
Unrealized Gain/(Loss) on Investment Pools	\$ -	\$ 141,498
	\$ 141,116,573	\$ 141,258,072

The book market value totals \$141,258,072 including an unrealized gain² of \$141,498, 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 (\$37,089,706) including the contingency fund 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.

Analysis of Levine Act Compliance: Not applicable.

² Investment fair market value (FMV) factor is provided on a quarterly basis. Thus, as of 09/30/2024, FMV factor is used to calculate Unrealized Gain on Investments.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Ravenswood Little League Fall Ball Championship Proclamation

Recommendation

Present the Proclamation.

Attachments

1. Proclamation

Proclamation of the City of East Palo Alto

Recognizing the Ravenswood Little League 12-14 Juniors Fall Ball Championship

WHEREAS, there has been a long history in East Palo Alto in achievement in various fields, it is with extreme excitement that we recognize the Ravenswood Little League Juniors team, the Wolfpack, for their remarkable accomplishment of winning the District 52 Fall Ball Championship for Juniors ages 12-14; and

WHEREAS, the Wolfpack sponsored by Ureña Painting exemplified determination, teamwork, and skill throughout their journey to the championship, overcoming the challenge of playing every game on the road to achieve an impressive 5-3 regular season record and a triumphant playoff run starting on November 9th, 2024; and

WHEREAS, during their playoff journey, the Wolfpack secured victories against Redwood City (10-3), Foster City (9-4), and Millbrae (23-3), culminating in an exhilarating 7-4 championship win over a second Foster City team; and

WHEREAS, the team's accomplishments are a testament to the dedication of Manager Bruce Swain and Coaches Paul Aguilar, Johnny Vickers, and Augustin Flores, whose leadership and guidance were instrumental in their success; and

WHEREAS, we celebrate the exceptional athletes whose dedication and performance made this season unforgettable: DeMarco Thomas, Oscar Barron Jr., Zackary Flores, Lukas Ortiz, Esteban Hurtado, Joseph Ochoa, Roger Aguilar, Sébastien Aguilar, Eduardo Ruiz, Jaxon Dumas, Juan Pablo Ramirez, Yeshua Cuffy, Lio Tali, Kevin Duarte, Jorge Pinto Jr., Matthew Flores, and Dominic Channel

WHEREAS, the success of this championship reflects the collaborative spirit of the community, which includes the invaluable support of sponsors like Ureña Painting, Canada College, Ecumenical Hunger Program, 280 Earth, Esrailian Plumbing, and many others, as well as the City of East Palo Alto's continued support of youth sports programs through access to fields and other resources; and

NOW, THEREFORE, BE IT RESOLVED that the City of East Palo Alto hereby honors the Ravenswood Little League Baseball 12-14 Juniors team, the Wolfpack, for their outstanding achievements and the positive impact they have made on our community. We commend their dedication, resilience, and the exemplary leadership of their coaches, as well as the unwavering support of their families and community members who make such achievements possible.

Dated: December 9, 2024



Antonio D. Lopez, Mayor



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: DECEMBER 17, 2024

TO: Honorable Mayor and Members of the City Council

BY: Melvin E. Gaines, City Manager

SUBJECT: First Amendment to Memorandum of Agreement by and Between the City of East Palo Alto and Hibiscus Properties, LLC Regarding the Menlo Park Facebook Expansion Project

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to negotiate and execute a first amendment to the agreement with Hibiscus Properties, LLC regarding the Menlo Park Facebook Campus Expansion Project, in a form approved by the City Attorney to:
 - a. Allow payment by Hibiscus of \$250,000.00 to support the City's education programs, workforce development training, or any other purpose envisioned by the Parties to the original agreement in lieu of providing \$250,000.00 of public benefits, including \$100,000.00 each year for two years to fund a culinary training program with (a total commitment value of \$200,000.00) and a one-time grant of \$50,000.00 in seed funding for a "Culinary Incubator"; and
 - b. Delete Subsection (C) (Culinary Training Program) and Subsection (D) (Commercial Kitchen Incubator) of Section VI of Exhibit A to the original agreement (the "Culinary / Kitchen Provisions")
2. Finding 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)(4), in that it is a fiscal 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



CONSENT ITEM 3.8

Background

On November 30, 2016, the City entered into a Memorandum of Agreement (Agreement) with Hibiscus Properties, LLC (Meta) regarding the Menlo Park Facebook Campus Expansion Project. The Project involved the development of two new office buildings totaling approximately 962,400 square feet and an approximately 200-room hotel on the property located at 301 through 309 Constitution Drive in Menlo Park. As part of the Agreement, Meta committed to funding initiatives for affordable housing through a Catalyst Housing Fund, as well as other public benefits related to economic opportunities for local residents and transportation improvements. In return, the City agreed not to initiate legal challenges against the Project or its approvals.

Subsection (C) (Culinary Training Program) and Subsection (D) (Commercial Kitchen Incubator) of Section VI of Exhibit A to the Agreement (Attachment 2) specify the following commitments:

C. Culinary Training Program.

Within five years of satisfying the Conditions Precedent, Meta will establish a pilot program to teach culinary skills to local residents, serving as a pathway to jobs in Meta Culinary. Meta will operate the program and invest \$100,000 annually for two years, for a total commitment of \$200,000.

D. Commercial Kitchen Incubator.

Meta has expressed interest in supporting a commercial kitchen incubator, similar to La Cocina in San Francisco, for East Palo Alto and Menlo Park. Meta will provide a one-time grant of \$50,000 as seed funding. After satisfying the Conditions Precedent, the City may notify Meta upon identifying a Culinary Incubator and request funds to prepare a business plan.

However, due to various factors—including the Covid-19 global pandemic and changes in Meta's operations—implementing the public benefits in subsections C and D has proven challenging. The City Manager and Meta have discussed identifying alternative ways for Meta to fulfill its obligations.

Analysis

The culinary training program and commercial kitchen incubator could provide non-monetary benefits if implemented; however, Meta's financial commitment is capped at \$250,000. The culinary training program became unfeasible when Meta relocated its planned commissary kitchen from Menlo Park to Newark, California. Additionally, staff has not identified opportunities to establish a culinary incubator in East Palo Alto. While \$50,000 could fund a business plan, it would not cover construction or equipment costs for a commercial kitchen.

Eight years have passed since the Agreement was signed, and neither public benefit appears viable. Given Meta's maximum funding contribution for these initiatives is \$250,000, staff



CONSENT ITEM 3.8

recommends allowing Meta to fulfill its obligations by making a one-time payment of \$250,000. These funds could support education programs, workforce development training, or other purposes consistent with the original intent of the Agreement.

Fiscal Impact

The City will receive \$250,000.00 payment. These funds will be brought to the City Council for appropriation at a future date.

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)(4), in that it is a government fiscal 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 involves an amendment or modification to existing contract where there is not change in monetary obligation.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. First Amendment to Memorandum of Agreement
3. Memorandum of 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 A FIRST
AMENDMENT TO THE AGREEMENT WITH HIBISCUS PROPERTIES, LLC REGARDING THE MENLO
PARK FACEBOOK CAMPUS EXPANSION PROJECT**

WHEREAS, on November 30, 2016, the City of East Palo Alto entered into a Memorandum of Agreement (the "Agreement") with Hibiscus Properties, LLC (Meta) regarding the Menlo Park Facebook Campus Expansion Project, which includes the development of two new office buildings and a hotel at 301 through 309 Constitution Drive in Menlo Park; and

WHEREAS, as part of the Agreement, Meta committed to providing public benefits, including funding for affordable housing, economic opportunities, and transportation improvements, as well as specific initiatives such as a culinary training program and a commercial kitchen incubator; and

WHEREAS, Subsection (C) (Culinary Training Program) of Section VI of Exhibit A to the Agreement requires Meta to invest \$100,000 annually for two years, for a total of \$200,000, to establish a pilot culinary skills training program; and

WHEREAS, Subsection (D) (Commercial Kitchen Incubator) of Section VI of Exhibit A to the Agreement requires Meta to provide a one-time grant of \$50,000 as seed funding for a commercial kitchen incubator; and

WHEREAS, due to various factors, including the relocation of Meta's commissary kitchen and the lack of identified opportunities to establish a culinary incubator, these public benefit commitments have proven unfeasible; and

WHEREAS, Meta has proposed fulfilling its obligations under the Agreement by making a one-time payment of \$250,000, which the City may use to support education programs, workforce development training, or other purposes consistent with the original intent of the Agreement; and

WHEREAS, staff recommends amending the Agreement to allow this payment in lieu of implementing the Culinary/Kitchen Provisions, which are outlined in Subsections (C) and (D) of Section VI of Exhibit A to the Agreement..

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 and execute a first amendment to the Agreement with Hibiscus Properties, LLC, in a form approved by the City Attorney, to:
 - a) Allow Meta to fulfill its obligations under the Culinary/Kitchen Provisions by making a one-time payment of \$250,000 to support the City's education programs, workforce development training, or other purposes envisioned by the Parties to the original Agreement; and
 - b) Delete Subsection (C) (Culinary Training Program) and Subsection (D) (Commercial Kitchen Incubator) of Section VI of Exhibit A to the original Agreement.
3. Finds 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)(4), in that it is a fiscal activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this day of 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

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE CITY OF EAST PALO AND HIBISCUS PROPERTIES, LLC REGARDING THE
MENLO PARK FACEBOOK CAMPUS EXPANSION PROJECT**

This FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF EAST PALO AND HIBISCUS PROPERTIES, LLC REGARDING THE MENLO PARK FACEBOOK CAMPUS EXPANSION PROJECT (this “**First Amendment**”) is made effective as of December __, 2024 (the “**First Amendment Effective Date**”), by and between CITY OF EAST PALO ALTO, a general law city of the State of California (“**EPA**”), and HIBISCUS PROPERTIES, LLC, a Delaware limited liability company (“**Meta**”), (each a “**Party**” and collectively referred to as “**Parties**”), a wholly owned subsidiary of Meta Platforms, Inc. (f/k/a Facebook, Inc.).

R E C I T A L S

This First Amendment is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. EPA and Meta entered into that certain Memorandum of Agreement Regarding the Menlo Park Facebook Campus Expansion Project dated November, 2016 (the “**Agreement**”). The Agreement related to (a) Meta’s expansion of its corporate headquarters pursuant to the Project which involved the development of two new office buildings, totaling approximately 962,400 square feet, and an approximately 200-room hotel on the property located at 301 thru 309 Constitution Drive in Menlo Park, (b) Meta’s agreement to provide funding for the development and preservation of affordable housing in the form of a Catalyst Housing Fund and other public benefits related to economic opportunities and jobs for local residents and transportation improvements, and (c) EPA’s agreement, in exchange, to not file an action or proceeding challenging the Project or any of the Project Approvals. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

B. The public benefits that Meta agreed to provide under the Agreement included the development of a culinary training program and a commercial kitchen incubator. For various reasons including the occurrence of the Covid-19 global pandemic and changes in Meta’s operations, it has been difficult to implement those public benefits and EPA and Meta desire to identify an alternative means for Meta to satisfy its obligations.

A G R E E M E N T

NOW, THEREFORE, in furtherance of these recitals and for other good and valuable consideration, the Parties do hereby agree to amend the Agreement as follows:

1. Culinary Training Program & Commercial Kitchen Incubator. Subsection (C) (Culinary Training Program) and Subsection (D) (Commercial Kitchen Incubator) of Section VI of Exhibit A to the Agreement (the “**Culinary / Kitchen Provisions**”) are hereby deleted. In lieu of providing the benefits under the Culinary / Kitchen Provisions, Meta will make a one-time payment to EPA in the amount of \$250,000 (the “**Culinary / Kitchen In Lieu Payment**”) within thirty days of the mutual execution of this First Amendment. EPA will use the Culinary / Kitchen In Lieu Payment to support education programs, workforce development training, or any other

purpose envisioned by the Parties to the Agreement. Upon payment of the Culinary / Kitchen In Lieu Payment, Meta's obligations under the Culinary / Kitchen Provisions will be satisfied, and Meta will have no further obligations with respect to the Culinary / Kitchen Provisions.

2. Entire Agreement. The Agreement is modified, amended and supplemented only to the extent set forth herein, and as so modified, amended and supplemented shall remain in full force and effect between EPA and Meta. In the event of any conflict between the provisions of this First Amendment and those of the Agreement, the terms of this First Amendment shall prevail.

3. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed to be one and the same instrument when each Party has signed one such counterpart. This First Amendment may be delivered to the other Party by facsimile transmission or scanned PDF (or similar electronic file format).

[Signature Pages Follow]

IN WITNESS WHEREOF, EPA and Meta have executed this First Amendment as of the First Amendment Effective Date.

EPA:

CITY OF EAST PALO ALTO,
a general law city of the state of California

By:_____

Name: Melvin E. Gaines

Title: City Manager

APPROVED AS TO FORM:

By:

Name: John D. Lê

City Attorney

Title:

META:

HIBISCUS PROPERTIES, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____



**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF EAST PALO ALTO AND
HIBISCUS PROPERTIES, LLC REGARDING THE MENLO PARK FACEBOOK CAMPUS
EXPANSION PROJECT**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into as of this ^{30th} day of November, 2016 ("Effective Date"), by and between the CITY OF EAST PALO ALTO, a general law city of the State of California ("EPA"), and HIBISCUS PROPERTIES, LLC, a Delaware limited liability company ("Facebook") (each a "Party" and collectively referred to as "Parties"), a wholly owned subsidiary of Facebook, Inc.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. Facebook has proposed an expansion of its corporate headquarters known as the Facebook Campus Expansion Project ("Project"). The Project would involve the development of two new office buildings, totaling approximately 962,400 square feet, and an approximately 200-room hotel on the property located at 301 thru 309 Constitution Drive in the City of Menlo Park ("Menlo Park").

B. To enable implementation of the Project, Menlo Park has taken various legislative and administrative actions, including, without limitation, an enabling ordinance for a Development Agreement, a resolution adopting an Amended and Restated Conditional Development Permit, a resolution certifying the Environmental Impact Report ("EIR") for the Project, a resolution adopting heritage tree removal permits, a resolution adopting findings under the California Environmental Quality Act ("CEQA") and a resolution adopting a statement of overriding considerations.

C. As part of the Development Agreement negotiations for the Project, Facebook proposed several benefits related to housing, recognizing that regional housing is a problem affecting the community and Facebook. Apart from the commitments made as part of the Development Agreement, Facebook has also been privately exploring a variety of mechanisms to support affordable housing, including partnering with others to generate affordable housing funds.

D. EPA submitted several comment letters to Menlo Park commenting on the draft of the Project EIR and raising concerns and objections. EPA and Facebook now desire to resolve EPA's concerns and objections regarding the Project including, without limitation, the Project EIR. To that end, Facebook has proposed to provide funding for the development and preservation of affordable housing in the form of a Catalyst Housing Fund. Facebook has also proposed other public benefits related to economic opportunities and jobs for local residents, and transportation improvements. In exchange, EPA has agreed to not file an action or proceeding challenging the Project or any of the Project Approvals as described herein.

E. Contemporaneous with its discussions with EPA, Facebook has also been working with various non-governmental organizations including Envision Transform Build-East Palo Alto, Comité de Vecinos del Lado Oeste, East Palo Alto, Youth United for Community Action, Faith in Action — Bay Area and Community Legal Services in East Palo Alto (collectively, the "Community Groups") to address concerns regarding the Project. Many of those concerns were similar to the concerns raised by EPA, and, therefore, most of the commitments proposed by Facebook in this Agreement are intended to simultaneously address concerns raised by EPA and the Community Groups. In view of the preceding, the Parties understand and acknowledge that the overlapping commitments included in this Agreement and any agreement entered into between Facebook and the Community Groups need only be satisfied once.

AGREEMENT

NOW, THEREFORE, in furtherance of these recitals and for other good and valuable consideration, the Parties do hereby agree as follows:

1. Facebook will perform the terms set forth in Exhibit A (the "Community Benefits Program") subject to satisfaction of the Conditions Precedent, as defined below (provided, however, that Facebook, in its sole and absolute discretion, may elect to perform all or any of the Community Benefits Program prior to satisfaction of the Conditions Precedent). EPA agrees to accept the benefits provided by Facebook under the Community Benefit Agreement subject to the terms thereof.
2. Facebook will not be obligated to perform any of obligations identified in Community Benefits Program until the Menlo Park City Council certifies and formally approves the Project Approvals attached to the City of Menlo Park Staff Report dated November 1, 2016, including any second readings (or substantially similar Project Approvals acceptable to Facebook) (collectively, the "Project Approvals") and any challenges to the Project Approvals have been resolved. If no litigation or referendum is commenced challenging the Project Approvals, then Facebook's obligation to perform the obligations identified in the Community Benefits Program will commence 90 days after the last of the Project Approvals has been approved. If litigation and/or a referendum is commenced within such 90-day period challenging the Project Approvals, then Facebook's obligation will commence on the date of final, non-appealable resolution of all litigation and resolution of any referendum in a manner that is reasonably acceptable to Facebook (as applicable). Any resolution of litigation or avoidance of a referendum involving an agreement executed by Facebook shall constitute final resolution in a manner reasonably acceptable to Facebook for purposes of this Section 2. The conditions described in this Section 2 shall, collectively, be referred to as the "Conditions Precedent." If Facebook withdraws the Project due to challenges to the Project Approvals or otherwise, then this Agreement will terminate and neither Party shall have any further obligations hereunder.
3. Unless this Agreement is terminated pursuant to Section 2, EPA shall refrain from filing any complaint, petition for writ of mandate or other judicial or administrative action or proceeding to object to or otherwise challenge the Project or the Project Approvals and will not join any other party's efforts which are intended to undermine or interfere with the Project's ability to proceed pursuant to the Project Approvals. Moreover, EPA will not join in or encourage such a challenge by any other agency, entity or individual.
4. Each of the Parties to this Agreement may pursue any remedy at law or equity available for the breach of any provision of this Agreement, including, but not limited to, temporary or permanent injunctive relief or restraining orders. A Party that believes another Party is in breach of this Agreement shall, prior to taking action to enforce this Agreement or declaring the other Party to be in breach, request the opportunity to meet and confer in a good faith effort to resolve the dispute. The Parties shall then meet and confer, in good faith and within a reasonable time frame, to resolve any dispute.
5. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, undertakings or agreements that are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. No evidence of any such representations, understandings or agreements shall be admissible in any proceeding of any kind or nature relating to the terms or conditions of this Agreement or its interpretation or breach.
6. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties. No other persons shall have any right of action based upon any provision of this Agreement except for the Parties' respective successors and assigns.
7. Each Party hereby represents and warrants to the other that the person executing this Agreement on its behalf has the authority to bind that Party. For convenience, the Parties may execute this

Agreement on separate signature pages, which, when attached hereto, shall constitute one complete agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of California, without giving effect to conflict of law or choice of law provisions under California law or any other jurisdiction. Venue for any challenge under this Agreement shall be in San Mateo County Superior Court.

9. The Parties agree that this Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and may only be amended or modified by an instrument in writing executed by all Parties.

10. Each Party agrees that it will bear its own costs and expenses (including attorneys' fees and costs) incurred in connection with this Agreement.

11. Any notice, demand, request or other communication required or permitted to be given under this Agreement, (a) shall be made in writing, (b) shall be delivered by one of the following methods: (i) by personal delivery (with notice deemed given when delivered personally); (ii) by overnight courier (with notice deemed given upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt); and (c) shall be addressed to a Party as provided in this Section or such other address as such Party may request by notice given in accordance with the terms of this Section.

Notice to EPA shall be provided as follows:

City of East Palo Alto
East Palo Alto City Hall
2nd Floor - 2415 University Ave
East Palo Alto, CA 94303
Attention: City Manager

Notice to Facebook shall be provided as follows:

Facebook, Inc.
1 Hacker Way
Menlo Park, California 94025
Attention: Director of Facilities

With a copy to:

Facebook, Inc.
1 Hacker Way
Menlo Park, California 94025
Attention: Real Estate Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

EPA:

CITY OF EAST PALO ALTO,
a general law city of the state of California

By: 
Name: Carlos Martinez
Its: City Manager

FACEBOOK:

HIBISCUS PROPERTIES, LLC,
a Delaware limited liability company

By: 
Name: John Tenanes
Its: VP Global Facilities

APPROVED AS TO FORM:

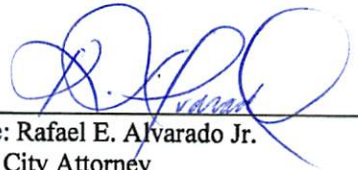
By: 
Name: Rafael E. Alvarado Jr.
Title: City Attorney





EXHIBIT A

FACEBOOK CAMPUS EXPANSION COMMUNITY BENEFITS PROGRAM

I. PURPOSE

The purpose of the Community Benefits Program is to identify the specific community benefits agreed upon by and between EPA and Facebook. The Community Benefits Program is part of the Memorandum of Agreement between EPA and Facebook (the "Agreement") to which it is attached.

II. DEFINITIONS

Except as otherwise indicated, capitalized terms in this attachment shall have the same meaning ascribed to them in the Agreement.

"AMI" means area median income, as defined and updated annually by the United States Department of Housing and Urban Development and the California Department of Housing and Community Development.

"Extremely Low Income" means households making 30 percent AMI or below, as defined in Cal. Health & Safety Code Section 50106.

"Very Low Income" means households making 50 percent AMI or below, as defined in Cal. Health & Safety Code Section 50105.

"Low Income" or "Lower Income" mean households making 80 percent AMI or below, as defined in Cal. Health & Safety Code Section 50079.5. With respect to the EPA Funding Contribution, "Low" or "Lower Income" shall mean households making 60 percent AMI or below.

III. EPA FUNDING CONTRIBUTION

A. Project Funding Contribution. Facebook will contribute \$10,000,000 (the "EPA Funding Contribution") to a Catalyst Housing Fund (the "Catalyst Fund"). The Catalyst Fund will identify and finance opportunities for the development and preservation of long-term affordable housing (i.e., housing for extremely low income very low income and low income households that is deed restricted, generally for at least 55 years). Notwithstanding the above, the EPA Funding Contribution will be used to support and finance opportunities for the development of new affordable housing developments in EPA.

B. Conditions Precedent. Facebook's obligations under Section III.A are contingent upon the satisfaction of the Conditions Precedent, as defined in the Agreement.

C. Funding Schedule. The EPA Project Contribution shall be provided in five equal annual installments. Within 45 days of satisfaction of the Conditions Precedent, Facebook will provide its initial installment of the EPA Funding Contribution. The second through fifth installment payments are due on the annual anniversary of the due date of the initial installment. If an installment payment is due at any time that a Fund Administration Agreement is not in effect with a Host Organization (as such terms are defined below), then Facebook shall make that payment into a trust account established for that purpose and jointly administered by the Parties and the Community Groups. Notwithstanding the preceding, Facebook, in its sole and absolute discretion, may choose to make payments toward the EPA Funding Contribution in satisfaction of this Community Benefits Program on an accelerated schedule.

IV. CATALYST FUND.

A. Purposes. The purpose of the Catalyst Fund is to identify and finance opportunities for the development and preservation of affordable housing (i.e., housing for Extremely Low Income, Very Low Income and Low Income households) in the vicinity of the Facebook Campus, with the EPA Funding Contribution dedicated to affordable housing projects located in EPA. The Parties share the following goals for the Catalyst Fund:

1. Transformative Impact. The Catalyst Fund represents an unprecedented alliance among community groups, the private sector and government to increase the supply of affordable housing in the region. By bringing these groups together in a collaborative setting, the Parties hope to foster new ways of approaching the acute housing issues facing communities throughout the Bay Area. Recognizing that a home is more than shelter, the fund will broadly seek to stabilize neighborhoods and help address the pressures of displacement. While the EPA Funding Contribution to the Catalyst Fund has a specific mandate to fund projects in EPA, the Parties hope that the Catalyst Fund will achieve greater ends by pursuing innovation in affordable housing production and financing that can be scaled and replicated by others in the interests of solving the regional housing affordability crisis. The Parties also believe that if their efforts are successful, they will be able to attract additional investment and enable a broader coalition of private and public sector actors to help make housing more affordable in the region.

2. Act Nimbly. The Catalyst Fund will disburse money quickly to get affordable units online to meet urgent needs.

3. Partnership. Administration and investment of funds should foster deep engagement between corporations, philanthropic organizations and individual donors and community organizations rooted in low-income communities.

4. Scout Paths so Others May Follow. The Catalyst Fund will seek to implement and develop funding strategies that can be scaled up and replicated in order to address the deficit of affordable housing throughout the Bay Area and California, including inspiring the creation of complementary funds in other parts of the region and state.

5. Help Those Most in Need. The overarching goal of the Catalyst Fund is to serve those facing the greatest barriers to securing healthy and affordable homes. The Catalyst Fund shall be administered and expended by a designated Host Organization, as described below. Catalyst Fund monies may be used for the development and preservation of affordable housing units, including but not limited to land acquisition/due diligence, rehabilitation of existing buildings, entitlement and design feasibility studies, financial analyses and predevelopment studies, funding applications and legal expenses and construction costs. Catalyst Fund monies may also be used for administrative and supportive costs related to fund operation or in advancement of the Catalyst Fund's mission.

B. Operation. The EPA Funding Contribution shall comprise part of the initial funding for the Catalyst Fund. Additional contributions by Facebook or other entities may be made to the Catalyst Fund.

1. EPA Funding Contribution; Timing.

a. Organization. The Host Organization shall ensure that the EPA Funding Contribution is dedicated to financing affordable housing projects in EPA, subject to the provisions in Section IV.B.1.b, below. In addition to ensuring compliance with the requirements set forth in Section IV.B.2, the Host Organization shall consult with the EPA City Manager's Office (or its designated

representative) regarding any projects that request funding from the EPA Funding Contribution. The EPA City Council must approve, by way of City Council resolution, any funding from the EPA Funding Contribution prior to the Host Organization's decision to allocate funds for that project.

b. **Timing.** Funds that are not allocated within eight years of the first deposit in the Catalyst Fund may be made available for funding affordable housing projects outside of EPA. Except for the EPA Funding Contribution, there is no requirement that funds in the Catalyst Fund be dedicated to projects located in EPA. All Catalyst Fund expenses (such as administrative fees and any fees for technical assistance provided to the Parties and to the Advisory Committee) shall be drawn pro rata from the EPA Funding Contribution and any other funds in the Catalyst Fund.

2. Requirements for Each Project. Projects supported by monies from the EPA Funding Contribution must satisfy the following criteria, unless the Community Groups, EPA and Facebook otherwise agree in writing, but in no event shall the EPA Funding Contribution be used to support housing that is not affordable to Extremely Low, Very Low, or Low Income households.

a. Supported units must be affordable to Extremely Low Income, Very Low Income and Low Income households.

b. Supported units must be affordable on a long-term basis (i.e., generally at least 55 years or for the life of the building), with deed restrictions.

c. Supported units must be rental units.

d. Supported units must be located within 15 miles of the Facebook campus and within San Mateo and Santa Clara Counties.

e. Supported units may be in developments that include market-rate units and moderate-income housing, so long as applicants can demonstrate that monies from Catalyst Fund monies are used only to make possible a specified number of affordable units that fit the fund criteria.

f. Projects involving the demolition or otherwise causing the loss of units occupied by lower-income households or subject to rent control or subject to affordability deed restrictions are not eligible for funds from the EPA Contribution.

g. Projects supported by the Catalyst Fund shall cause no net loss of units occupied by lower-income households or subject to rent control or subject to affordability deed restrictions. Projects involving the demolition or otherwise causing the loss of such units are ineligible for Catalyst Fund monies unless at least as many affordable units are created of comparable size and at rents affordable to displaced households.

h. Projects supported by the Catalyst Fund that include the rehabilitation or repair of units subject to rent control or subject to affordability deed restrictions shall only be eligible for Catalyst Fund monies if they comply with the no net loss requirements of subsection (g).

i. For supported projects under subsections (g) and (h), the project sponsor shall provide to current tenants adequate relocation assistance and the right of first refusal to occupy rehabilitated units or replacement units to be constructed on the site that are of comparable size and are offered at equal or lesser rent to the tenants' prior units. The project sponsor shall ensure that current tenants have a choice between (1) temporary housing from the moment they are displaced until they can be relocated into a replacement or rehabilitated unit, so long as such temporary housing is located within 10 miles of the prior units and does not cost the tenants more than they paid in rent for their prior units, or (2) monetary and other relocation assistance otherwise provided by law.

3. **Aggregate Affordability Requirements.** At least 30% of the total units supported by Catalyst Fund monies will serve Extremely Low Income households; and at least 30% will serve Very Low Income households. This income distribution need not apply to each supported project individually, but will be measured in the aggregate for Catalyst Fund expenditures.

4. **Prioritization Among Projects.** The Host Organization shall take into consideration the following factors regarding proposed projects for Catalyst Fund expenditures; such factors shall be considered “plus factors” in the Host Organization’s funding decisions.

a. The proposed project is operated by mission-driven organizations with a strong track record of high quality development, property management or other expertise relevant to the investment purpose.

b. The proposed project provides family-sized units (2+ or 3+ bedrooms).

c. The proposed project has established plans to serve immigrants, people with disabilities, individuals with past interactions with the criminal justice system or other residents facing housing challenges.

d. The proposed project has plans to provide supportive services to residents in need.

e. The proposed project serves those at the lower end of the permitted income ranges.

f. Affordability restrictions for the proposed project apply for terms longer than 55 years.

C. Catalyst Fund Administration.

1. **Selection of Host Organization.** Within 120 days of the Effective Date, EPA, Facebook and the Community Groups shall jointly select a Host Organization to perform the functions described for the Catalyst Fund and to distribute funds pursuant to the terms specified in this Community Benefits Program. In the selection process, the Parties and the Community Groups shall meet and confer with principals of any organization reasonably identified as a candidate, in order to gain a comprehensive understanding of the capabilities and capacity of each organization, as well as each organization’s ability to obtain financing support and leverage use of funds.

a. **Attributes.** The Host Organization must be a community housing foundation or non-profit organization with demonstrated expertise in affordable housing finance and fund management in the Bay Area region. If possible, the Host Organization should also have experience administering funds related to non-housing issues, such as transportation infrastructure, social justice or other community development initiatives. EPA, Facebook and the Community Groups shall take the following factors into account in consideration of prospective designees: ability of the organization to raise additional funds; ability to fund affordable housing projects throughout the region; degree of experience in administration of funds; degree of experience working with affordable housing development industry; plan for obtaining community input; plan for ensuring transparency and engaging with the Advisory Committee; plan for investment of Catalyst Fund monies; and fees and administrative costs.

2. **Fund Administration Agreement.** Once a Host Organization is designated pursuant to Section IV.C.1 above, EPA, the Community Groups and Facebook shall negotiate and enter into a written agreement with the Host Organization (the “Fund Administration Agreement”) including the following provisions:

- a. establishment of the Catalyst Fund (including the EPA Funding Contribution);
- b. expenditure of monies from the Catalyst Fund only as consistent with this Community Benefits Program and additional terms developed in the Fund Administration Agreement;
- c. staffing of and engagement with the Advisory Committee and the public;
- d. administrative fees and costs; and
- e. review period, after which EPA, Facebook and the Community Groups may terminate the Fund Administration Agreement and designate a different Host Organization.

3. Impasse. If EPA, Facebook and the Community Groups do not reach agreement on designation of a Host Organization and negotiation of the Fund Administration Agreement within 120 days of the Effective Date, then (i) Facebook shall pay any required Facebook Funding Contributions into a dedicated trust account; and (ii) either EPA, Facebook or the Community Groups may initiate mediation through JAMS/Endispute or other mutually acceptable mediation service, and if the Parties cannot resolve the disagreement through mediation, the dispute or disagreement shall be resolved through binding arbitration with JAMS/Endispute or other mutually acceptable binding arbitration service. Mediation and arbitration costs shall be paid out of or advanced from Facebook's Funding Contributions. The arbitrator may select and negotiate with a Host Organization and order relief and take action as necessary to fulfill purposes of this Agreement, but may not deviate from, or authorize the Host Organization to deviate from, the terms of this Community Benefits Program. Such dispute resolution terms shall be applicable to any subsequent dispute among Community Organizations, East Palo Alto, and Facebook, with regard to engagement of the Host Organization.

D. Advisory Committee.

1. Purpose. The Parties, working with the Community Groups, shall establish an advisory committee (the "Advisory Committee") to monitor and provide guidance to the Catalyst Fund. The Advisory Committee will not, however, take part in individual project funding decisions.

2. Selection of Members. The Advisory Committee shall have at least eight members, including two from EPA, two from the Community Groups, two from Facebook and two from Menlo Park. Other stakeholders may be added as Advisory Committee members per agreement of the Parties and the Community Groups. The Parties, working with the Community Groups, will work in good faith to identify appropriate representatives to participate as members of the Advisory Committee. The Advisory Committee shall meet quarterly, unless it is agreed by the Parties and the Community Groups that more or less frequent meetings are appropriate.

E. The Community Groups. EPA understands and acknowledges that it is presently anticipated that the Community Groups will also have an interest in the Catalyst Fund and, among other things, will be taking an active role in organizing the Catalyst Fund and selecting the Host Organization. Notwithstanding the preceding, the Community Groups will not have a role with respect to the Catalyst Fund if Facebook does not enter into a separate agreement with the Community Groups and/or upon Facebook's termination of any such agreement prior to its expiration, in which case all references to the Community Groups' role with respect to the formation and operation of the Catalyst Fund in this Community Benefits Program shall be deleted and of no force and effect.

V. Traffic Improvements. Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of \$2,500,000 to EPA to be used by EPA to perform traffic, priority bike and/or trail improvements in EPA. The allocation of such funds and the specific improvements funded shall be determined by EPA's City Council; however, the funds must be used for traffic, bike and trail projects.

VI. Jobs/Local Hiring.

A. Pipeline Training Program. Within one year of the satisfaction of the Conditions Precedent, Facebook shall select one or more non-profit organizations to provide training for science, technology, engineering and mathematics (or STEM) to local residents in East Palo Alto and Menlo Park (the "Pipeline Training Program"), and contribute \$125,000 per year for 5 years to the organization (or organizations) that is selected to operate the Pipeline Training Program. In selecting or replacing organization(s) selected to operate the Pipeline Training Program, Facebook will confer with EPA. The total value of this commitment is \$625,000.

B. Community Jobs Liaison for Facebook Employment Opportunities. Within one year of the satisfaction of the Conditions Precedent, Facebook will establish a dedicated full-time Community Opportunity Liaison position with Facebook's community engagement team, and ensure that the position is filled for a period of not less than 4 years. The Community Opportunity Liaison shall generally work to build relationships that will facilitate employment of qualified local workers with Facebook and its vendors, and shall be physically present in East Palo Alto at least once per quarter to maximize community contact. The Community Opportunity Liaison shall be based at the Facebook Headquarters in Menlo Park and Facebook will recruit locally for this position. The specific duties of the Community Opportunity Liaison are anticipated to include the following:

1. Work within Facebook's community engagement team and serve as initial point of contact for community partners as they refer local candidates for potential job positions at Facebook and Facebook's vendors and contractors (including contractors and vendors such as food service vendors, security service vendors and/or construction contractors).
2. Refer resumes to hiring managers and initiate candidate review process, and keep resumes on file for future job openings;
3. Work closely with community partners to solicit feedback on training programs, including the Pipeline Training Program, on a regular basis;
4. Work closely with Facebook's Supplier Diversity Program and Small Business Team to connect local businesses to procurement opportunities at Facebook and conduct small business trainings; and
5. Work with an appropriate counter-party (provided one is available) to notify residents of the neighboring communities of job opportunities.
6. Consult with a representative of EPA twice a year to review Facebook's efforts to incorporate local hiring/increase the diversity of the Facebook workforce and implementation of the Pipeline Training Program.

C. Culinary Training Program. Within five years of the satisfaction of the Conditions Precedent, Facebook will establish a pilot training program which will teach culinary skills to local residents

and serve as a gateway to jobs at Facebook Culinary. Facebook will operate the program and invest \$100,000 each year for two years. The total value of this commitment is \$200,000.

D. Commercial Kitchen Incubator. Facebook is interested in supporting a commercial kitchen incubator (similar to La Cocina in San Francisco) serving East Palo Alto and Menlo Park (a "Culinary Incubator") by providing a one-time grant of \$50,000 as seed funding. At any time after the satisfaction of the Conditions Precedent, EPA may give Facebook notice that it has identified a Culinary Incubator and may request funds from the \$50,000 seed funding to prepare a business plan. Facebook and the EPA will cooperate to ensure the candidate incubator is viable. If Facebook and the EPA determine that the proposed Culinary Incubator has a viable business plan, then within 90 days of such determination any funds remaining from the seed money shall be made available as a one-time grant of \$50,000 to the Culinary Incubator. If Facebook and the EPA determine that the business plan for a proposed Culinary Incubator is not viable, EPA may subsequently propose an alternative Culinary Incubator(s).



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 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 December 3, 2024, City Council Meeting Minutes.

Attachments

1. December 3, 2024 Regular Council Meeting Minutes.
2. December 3, 2024 Special Council Meeting Minutes.



EAST PALO ALTO CITY COUNCIL REGULAR SESSION MINUTES

Tuesday, December 3, 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 6:37 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 Romero, seconded by Councilmember Gauthier, and passed unanimously.

3. APPROVAL OF CONSENT CALENDAR

Adrienne Bryant provided a public comment to pull item 3.19 for discussion. Mayor Lopez read the proclamation and provided comments along with other councilmembers regarding the proclamation.

A motion to approve item 3.19 was made by Councilmember Gauthier, seconded by Vice Mayor Barragan, and passed unanimously.

A motion to approve the consent calendar was made by Councilmember Gauthier, seconded by Vice Mayor Barragan, and passed unanimously.

3.1 Pulgas Avenue Mini-Roundabouts (ST-12) Plans Specifications & Estimate (PS&E)

3.2 Contract Amendment Number 2 to extend the contract term through December 31, 2026, with Harris and Associates for Asset Management Services

3.3 Multi-Jurisdictional Safety Element Project and Environmental Justice (Health and Equity) Element Project Outreach Contract Increase

3.4 Amendment to Extend the Term of the Agreement with Willdan Financial Services to Prepare a Nexus Study Update and Financial Feasibility Analysis

- 3.5 On-Call Pavement Investigation and Reporting Services Contract
- 3.6 Local Road Safety Plan
- 3.7 Approve Purchase of additional water meters for the Water Meter Replacement Program
- 3.8 Award the Water Storage Tank Siting Study (CIP Project No. WS-09) to EKI Environment & Water, Inc.
- 3.9 Annual Development Impact Fee Report (AB 1600 Report)
- 3.10 Notice of Completion - Addison Avenue Safe Routes to School and Green Street Improvements Project
- 3.11 Peninsula Volunteers Inc. Contract Amendment
- 3.12 Adoption of Zoning Map Amendment (ZCA24-001) to rezone a 2.12-acre portion of an existing 2.536-acre parcel at 1933 Pulgas Avenue (Assessor's Parcel Number 063-492-280) from R-MD-1 Multiple-Family Medium Density Residential Subzone 1 to R-MD-2 Multiple-Family Medium Density Residential Subzone 2 in East Palo Alto, CA 94303.
- 3.13 University Avenue Safety Enhancements Project (ST-08) Plans Specifications & Estimate (PS&E)
- 3.14 FY 2024-25 First Quarter Treasury Report
- 3.15 Fiscal Year 2024-25 City Council Strategic Priorities First Status Update
- 3.16 Adopt a Regular Ordinance Adding Chapter 13.09 to the East Palo Alto Municipal Code Establishing Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments
- 3.17 Mrs. Beatrice Mobley Proclamation
- 3.18 Consideration of a Donation from H & H Evergreen Foundation for the Police Department Traffic Safety Awareness Program, Annual Toy Distribution Program, and Department Needs
- 3.19 Rosemary Steele Proclamation
- 3.20 City Council Meeting Minutes
- 3.21 Freyer & Laureta, Inc. Contract Amendment Number 6 to add funds in the amount of \$216,600 and extend the contract term through December 31, 2029
- 3.22 Consultant for City Manager and City Attorney's Evaluations

4. **CLOSED SESSION**

Shiri Klima, Assistant City Manager, confirmed that there was no reportable action after discussion at closed session but that direction was given.

4.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1)).

Title: City Manager

4.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1)).

Title: City Attorney

5. PUBLIC COMMENT

The following speakers provided public comment:

- Bart Pantoja
- Michael Francois
- Gail Wilkerson

6. INFORMATIONAL REPORTS

7. SPECIAL PRESENTATIONS

8. POLICY AND ACTION

8.1 Approving East Palo Alto Police Policy 428 (Automated License Plate Readers)

Police Chief, Jeff Liu, provided a presentation regarding the license play readers policy.

The following speakers provided public comments:

- Michael Francois
- Gail Wilkerson

A motion to approve item 8.1 was made by Councilmember Romero, seconded by Councilmember Gauthier, and passed unanimously.

8.2 Economic Development Strategic Plan Agreement

Denise Garcia, Assistant to the City Manager, provided a presentation on the Economic Development Strategic Plan Agreement. Joey Goldman from Kearns and West and Judith Taylor from HR and A also provided a presentation.

The following speakers provided public comment:

- Webster Lincoln
- Gail Wilkerson

A motion to approve item 8.2 was made by Councilmember Abrica, seconded by Councilmember Romero, and passed unanimously.

8.3 Strategic Priorities and Work Plan Agreement

Orly Amey, Assistant to the City Manager, provided a presentation on the strategic priorities and work plan agreement.

A motion to approve item 8.3 was made by Mayor Lopez, seconded by Vice Mayor Barragan, and passed unanimously.

9. PUBLIC HEARINGS

9.1 Adoption of RBD / 4 Corners Final Specific Plan and Final SEIR

Matt Raimi and Troy Reinhalter from Raimi and Associates, provided a presentation on the adoption of the RBD.

The following speakers provided public comment:

- Naomi Goodman
- Eileen McLaughlin
- Kim Diamond
- Jeff Poetsch
- Mike Kramer
- Webster Lincoln
- Gail Wilkerson
- Bart Pantoja
- Anthony Viscuso
- Mister Willie Clifton

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

10. COUNCIL REPORTS

Councilmember Carlos Romero reported that there were 6 vaccinations done at one of the vaccination centers.

11. ADJOURNMENT

The meeting was adjourned at 10:57 in honor of Rosemary Steele.



EAST PALO ALTO CITY COUNCIL SPECIAL MEETING MINUTES

Tuesday, December 3, 2024, 5:30 PM
EPA Government Center
2415 University Avenue, First Floor
East Palo Alto, CA 94303

1. CALL TO ORDER

The City Council meeting was called to order by Mayor Lopez at 5:35 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	Absent	

2. EAST PALO ALTO SANITARY DISTRICT ITEMS

2.1 Appointment of Positions

Assistant City Manager, Shiri Klima, made a presentation on the appointment of the EPASD positions. After discussion, the Council decided to appoint the future Council's Mayor as the President of the EPASD and the Vice Mayor as the President Pro Tem. The Council also appoint the City Clerk as the Secretary of the Board.

A motion to approve the above decision was made by Councilmember Carlos Romero and Seconded by Councilmember Ruben Abrica and passed via unanimous decision.

2.2 Amendments to Sanitary District Code

John Le, City Attorney provided a presentation on the amendments to the Sanitary District Code.

A motion to approve item 2.2 was made by Mayor Lopez and Seconded by Councilmember Romero and passed via unanimous decision.

2.3 Adopting an Ordinance and a Resolution regarding Discharge of Fats, Oils and Grease (FOG) Conveyed into the Wastewater Facilities

Assistant City Manager, Shiri Klima, made a presentation on the FOG ordinance.

A motion to approve item 2.3 was made by Mayor Lopez and Seconded by Councilmember Romero and passed via unanimous decision.

The following speakers provided public comment:

- Court Skinner
- Gail Wilkerson

2.4 Update on Maintenance and Operations by the West Bay Sanitary District.

General Manager of the West Bay Sanitary District, Sergio Ramirez, provided a presentation the update to the maintenance and operations of the West Bay Sanitary District and answered questions posed by the City Council.

The following speakers provided public comment:

- Gail Wilkerson
- Leland Francois

3. ADJOURNMENT

Meeting was adjourned at 6:32 PM



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Certification of November 5, 2024, Election Results

Recommendation

Adopt the Resolution Reciting the Facts of the General Municipal Election held on November 5, 2024, declaring the results thereof, and such other matters as are provided by law.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 4: Ensure Our Financial and Organizational Health

Background

The San Mateo County Registration and Elections Division completed the Official Canvass of the Vote of the November 5, 2024, Presidential General Election. Mark Church, Chief Elections Officer & Assessor-County Clerk-Recorder, certified and issued certificates that all the votes for the two candidates and the ballot measure had been processed and recorded within the boundaries of the City of East Palo Alto. The number of votes given at each precinct and the number of votes given in the City for Measure JJ and candidates for City Council are listed in Exhibit A of the Resolution (Attachment 2).

Carlos Romero, Webster Lincoln and Mark Dinan were elected to each fill a four-year term for the City Council. Measure JJ was passed by the voters as it successfully attained the required 2/3 voter approval.

Fiscal Impact

CONSENT ITEM 3.10

Funds were allocated to the City Clerk's Office to cover the costs of the elections for the Fiscal year 2023-24 budget. Actual costs will be billed to the City of East Palo Alto from the San Mateo County Registration and Elections Division in early 2025.

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. Certified Results

RESOLUTION NO. X - 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO, RECITING THE FACT OF THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a Presidential General Election was held and conducted in the City of East Palo Alto, California on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Office of Assessor-County Clerk-Recorder & Elections County of San Mateo canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of East Palo Alto, California does resolve, declare, determine, and order as follows:

SECTION 1:

- A. The canvass of the returns of the City of East Palo Alto has been completed and the results are set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.
- B. The election was for the purpose of electing three members of the City Council and consideration of a ballot measure.
- C. The office for which each person was voted for in the office of Councilmember is for full term of four years.
- D. The whole number of votes cast in the City, the names of the persons voted for, the number of votes given at each precinct for each person, and the measure approved are set forth in **Exhibit A**.
- E. The number of votes given at each precinct and the absentee ballots are set forth in **Exhibit A**.
- F. The total number of ballots cast by East Palo Alto voters was 6,722.
- G. The following persons are hereby declared elected for a full term of four years each to the offices set forth below:

CITY COUNCIL: Carlos Romero
Mark Dinan
Webster Lincoln

H. The following measure is hereby declared approved by 2/3 supermajority vote of the voters of the City of East Palo Alto:

MEASURE JJ

SECTION 2. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the County of San Mateo Chief Elections Officer and duly authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 17th day of December 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

Exhibit A

City of East Palo Alto Members, City Council (Vote for 3)

	Vote Centers	Vote by Mail	Total	
Times Cast	1,393	5,329	6,722 / 11,832	56.81%
Candidate	Vote Centers	Vote by Mail	Total	
CARLOS ROMERO	559	1,997	2,556	17.64%
MARK DINAN	423	1,920	2,343	16.17%
WEBSTER LINCOLN	493	1,758	2,251	15.53%
DEBORAH LEWIS-VIRGES	345	1,480	1,825	12.59%
OFELIA BELLO	373	1,285	1,658	11.44%
MARIA GUADALUPE ROCHA	272	1,226	1,498	10.34%
RAVNEEL RESH CHAUDHARY	219	874	1,093	7.54%
GAIL WILKERSON	165	498	663	4.57%
DENNIS C. SCHERZER	94	512	606	4.18%

City of East Palo Alto, Measure JJ (Majority Approval Required) (Vote for 1)

	Vote Centers	Vote by Mail	Total	
Times Cast	1,393	5,313	6,706 / 11,832	56.68%
Candidate	Vote Centers	Vote by Mail	Total	
YES	1,078	3,782	4,860	77.41%
NO	241	1,177	1,418	22.59%

1 City of East Palo Alto Members, City Council														
					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	WEBSTER LINCOLN	DEBORAH LEWIS- VIRGES	MARK DINAN	CARLOS ROMERO	GUADALUPE ROCHA	MARIA CHAUCHARY	RAYNEEL RESH	OFELIA BELLO	GAIL WILKERSON	DENNIS C. SCHERZER
40001	Total	2436	1320	54.19 %	449	313	470	561	320	161	332	124	116	
40004	Total	2735	1542	56.38 %	582	456	562	515	334	251	358	186	132	
40007	Total	3165	1815	57.35 %	552	490	627	652	347	329	465	180	140	
40011	Total	873	477	54.64 %	164	126	142	229	98	93	111	37	46	
40015	Total	2623	1568	59.78 %	504	440	542	599	399	259	402	136	172	
Total - Vote Centers		11832	1393	11.77 %	493	345	423	559	272	219	373	165	94	
Total - Vote by Mail		11832	5329	45.04 %	1758	1480	1920	1997	1226	874	1285	498	512	
Contest Total		11832	6722	56.81 %	2251	1825	2343	2556	1498	1093	1658	663	606	

*** Indicates vote data was suppressed due to voter privacy settings.

1 City of East Palo Alto, Measure JJ (Majority Approval Required)						
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
40001	Total	2436	1317	54.06 %	975	273
40004	Total	2735	1539	56.27 %	1099	348
40007	Total	3165	1811	57.22 %	1282	394
40011	Total	873	476	54.52 %	380	72
40015	Total	2623	1563	59.59 %	1124	331
Total - Vote Centers		11832	1393	11.77 %	1078	241
Total - Vote by Mail		11832	5313	44.90 %	3782	1177
Contest Total		11832	6706	56.68 %	4860	1418

*** Indicates vote data was suppressed due to voter privacy settings.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: James Colin, City Clerk
SUBJECT: Honoring Outgoing Mayor Antonio Lopez

Recommendation

Present commemorative gavel to Mayor Antonio Lopez and receive comments from the public and outgoing Mayor.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: James Colin, City Clerk
SUBJECT: Honoring Outgoing Councilmember Lisa Gauthier

Recommendation

Present a commemorative plaque to Councilmember Lisa Gauthier and receive comments from the public and outgoing Councilmember.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Administration of Oath of Office to Newly Elected City Councilmembers

Recommendation

Administer the Oath of Office to the re-elected and newly elected City Councilmembers.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Promote Health & Public Safety



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: James Colin, City Clerk
SUBJECT: Selection of Mayor

Recommendation

Appoint the new Mayor for a one-year period.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Promote Health & Public Safety

Background

On November 20, 2007, City Council approved Resolution No. 2738 establishing a policy for selection of the Mayor and Vice Mayor that states: "The Mayor and Vice Mayor of the City shall hold their respective offices for a term of one year... The Mayor shall be selected, by majority vote, from among all members of the City Council. Following the selection of the Mayor, the Vice Mayor shall be elected, by majority vote, from among any of the remaining four members of the City Council."

Nomination Process

Staff recommends the following nomination process and selection by majority vote, consistent with Resolution No. 2738: The Mayor shall ask the Council for nominations for the position of the new Mayor. Any of the other Councilors may nominate someone other than herself or himself (including the sitting Mayor) for the position. The Mayor shall ask each nominated Councilor if

POLICY AND ACTION ITEM 6.4

she or he is willing to serve before declaring that person nominated. If there are no nominations, the Mayor may make a nomination. When it appears that no further nominations will be made, the Mayor shall announce that the nominations are closed.

If only one Councilor has been nominated, the Mayor shall call for a vote on the nomination. The nominated Councilor must receive three affirmative votes to be selected as Mayor.

If more than one Councilor has been nominated, the Mayor shall call for a vote of the first person nominated. If that candidate receives three or more votes, the Mayor shall declare that candidate selected as the new Mayor and the voting concludes. If not, the Mayor shall call for a vote for the second candidate in the same manner. The candidate receiving three or more votes shall be declared the Mayor. The process then repeats for the position of Vice Mayor among the remaining four members of the City Council.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024
TO: Honorable Mayor and Members of the City Council
VIA: Melvin E. Gaines, City Manager
BY: James Colin, City Clerk
SUBJECT: Selection of Vice Mayor

Recommendation

Appoint the new Vice Mayor for a one-year period.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Promote Health & Public Safety

Background

On November 20, 2007, City Council approved Resolution No. 2738 establishing a policy for selection of the Mayor and Vice Mayor that states: "The Mayor and Vice Mayor of the City shall hold their respective offices for a term of one year... The Mayor shall be selected, by majority vote, from among all members of the City Council. Following the selection of the Mayor, the Vice Mayor shall be elected, by majority vote, from among any of the remaining four members of the City Council."

Nomination Process

Staff recommends the following nomination process and selection by majority vote, consistent with Resolution No. 2738: The Mayor shall ask the Council for nominations for the position of the new Vice Mayor. Any of the other Councilors may nominate someone other than herself or himself (including the sitting Mayor) for the position. The Mayor shall ask each nominated

POLICY AND ACTION ITEM 6.5

Councilor if she or he is willing to serve before declaring that person nominated. If there are no nominations, the Mayor may make a nomination. When it appears that no further nominations will be made, the Mayor shall announce that the nominations are closed.

If only one Councilor has been nominated, the Mayor shall call for a vote on the nomination. The nominated Councilor must receive three affirmative votes to be selected as Vice Mayor.

If more than one Councilor has been nominated, the Mayor shall call for a vote of the first person nominated. If that candidate receives three or more votes, the Mayor shall declare that candidate selected as the new Vice Mayor and the voting concludes. If not, the Mayor shall call for a vote for the second candidate in the same manner. The candidate receiving three or more votes shall be declared the Vice Mayor.



EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: December 17, 2024

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk
Bo-Kyoung Kim, Financial Services Manager

SUBJECT: City Council's Proposed Schedule for 2025

Recommendation

Pursuant to Resolution No. 5061, by motion, approve the 2025 City Council meeting schedule in Attachment 1.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 4: Ensure Our Financial and Organizational Health

Background

Pursuant to the East Palo Alto Municipal Code Section 2.08.010, it is the intention of the City Council to set the date and time of all meetings of the City Council by resolution. With this item, staff seeks to provide a report on the proposed meeting schedule for the City Council in 2025. After deliberation, staff is requesting that the 2025 City Council meeting schedule, as set forth in Attachment 1, be approved and set by resolution, subject to any changes made by the Council.

Regular Meetings

Pursuant to Resolution No. 5061, all regular meetings are to be held the first and third

POLICY AND ACTION ITEM 6.6

Tuesdays of the month with the following exceptions:

- **August Meetings (5 & 19)** – In keeping with past practice, staff recommends removing all August meetings in observance of the traditional August recess.

Special Study Sessions

Special Study Sessions are scheduled to provide the Council with ample to discuss specific topics or projects, including future development, infrastructure, and City finances amongst other items. In 2024, the City Council reserved six dates for Study Sessions and as such was able to advance several key City initiatives.

In keeping with past practice, staff is recommending that the City Council schedule six study sessions/special meetings, with the addition of one meeting for the City Council Reorganization, as follows:

- February 1 @ 9:00 a.m. (Council Teambuilding Retreat)
- March 8 @ 9:00 a.m. (Strategic Planning Retreat)
- March 25 @ 6:00 p.m.
- April 29 @ 6:00 p.m.
- July 29 @ 6:00 p.m.
- September 23 @ 6:00 p.m.
- October 28 @ 6:00 p.m.
- December 9 @ 6:00 p.m.

Special Budget Meetings

Similar to study sessions/special meeting schedule, budget meetings are set specifically to ensure ample review time of the City's budget, which needs to be adopted by the June 17, 2025, Regular City Council meeting. Scheduling two meetings solely for the budget allows the City to adopt a budget before the end of the fiscal year. The special budget meetings are set for:

- Thursday, May 13 @ 6:00 p.m.
- Thursday, May 27 @ 6:00 p.m.

Strategic Planning Retreat

As part of the study session/special meeting schedule, the Strategic Planning Retreat is a half-day event that in the past was held on a Saturday in February. This year the Strategic Planning Retreat is proposed to be scheduled on Saturday, February 1, 2025, from 9:00 a.m. to 1:00 p.m.

Public Notice

The public was provided notice of this agenda item by posting the City Council agenda on the City's official bulletin board outside City Hall and making the agenda and report available at the

POLICY AND ACTION ITEM 6.6

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" 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 No. 5061
2. Proposed 2024 City Council Calendar

RESOLUTION NO. 5061

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO
ESTABLISHING A NEW START TIME OF 6:30 PM FOR REGULAR
CITY COUNCIL MEETINGS**

WHEREAS, in 2001, the City Council adopted Resolution No. 1860 establishing that regular City Council meeting take place on the first and third Tuesdays of the month and commence at 6:30 pm; and

WHEREAS, at the December 4, 2018 City Council meeting, the Council directed City staff to bring forth a resolution changing the regular City Council meeting start time to 6:30 pm on the first and third Tuesdays of every month except for Council recess; and

WHEREAS, the City Council hereby finds and determines that it is in the public interest to establish an earlier start time for regular City Council meetings.

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

1. Affirms that regular City Council meetings take place on the first and third Tuesdays of the month;
2. Establishes a new start time of 6:30 pm for regular City Council meetings;
3. Determines that the new City Council start time shall take effect on January 15, 2019; and
4. Rescinds Resolution No. 1860.

PASSED AND ADOPTED this 18th day of December 2018, by the following vote:

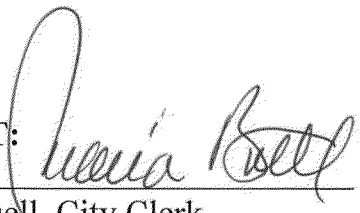
AYES: WALLACE-JONES, MOODY, GAUTHIER, ROMERO

NOES: NONE

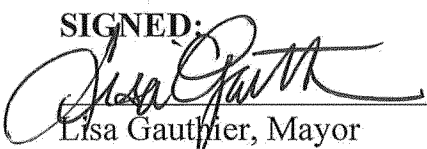
ABSENT: ABRICA

ABSTAIN: NONE

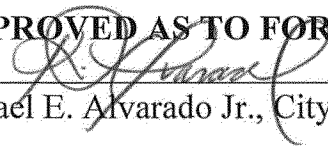
ATTEST:


Maria Buell, City Clerk

SIGNED:


Lisa Gauthier, Mayor

APPROVED AS TO FORM:


Rafael E. Alvarado Jr., City Attorney

2025

CITY COUNCIL MEETING SCHEDULE

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JAN

7 - Regular Meeting @ 6:30 pm

21 - Regular Meeting @ 6:30 pm

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

APR

1 - Regular Meeting @ 6:30 pm

15 - Regular Meeting @ 6:30 pm

22 - Study Session @ 6:00 pm

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

FEB

1 Council Teambuilding Retreat - @ 9:00 am

4 - Regular Meeting @ 6:30 pm

18 - Regular Meeting @ 6:30 pm

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY

6 - Regular Meeting @ 6:30 pm

13 - Budget Meeting @ 6:00 pm

20 - Regular Meeting @ 6:30 pm

27 - Budget Meeting @ 6:00 pm

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAR

4 - Regular Meeting @ 6:30 pm

8 - Strategic Planning Retreat @ 9:00 am

18 - Regular Meeting @ 6:30 pm

25 - Study Session @ 6:00 pm

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUN

10 - Regular Meeting @ 6:30 pm

24 - Regular Meeting @ 6:30 pm

2025

CITY COUNCIL MEETING SCHEDULE

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JUL

8 - Rescheduled Council Meeting @ 6:30 pm

15 - Regular Meeting @ 6:30 pm

29 - Study Session @ 6:00 pm

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCT

7 - Regular Meeting @ 6:30 pm

21 - Regular Meeting @ 6:30 pm

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUG

5 - Cancelled Meeting (Council Recess) □

19 - Cancelled Meeting (Council Recess)

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOV

4 - Regular Meeting @ 6:30 pm

18 - Regular Meeting @ 6:30 pm

11 - Study Session @ 6:00 pm

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEP

2 - Regular Meeting @ 6:30 pm

16 - Regular Meeting @ 6:30 pm

23 - Study Session @ 6:00 pm

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DEC

2 - Regular Meeting @ 6:30 pm

9 - Council Reorganization @ 6:00 pm

16 - Regular Meeting @ 6:30 pm