EAST PALO ALTO CITY COUNCIL
REGULAR SESSION AMENDED AGENDA

Tuesday, October 6, 2026, 6:00 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/88647723576

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
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+ 1 301 715 8592

Webinar ID: 886 4772 3576

International numbers available: https://us06web.zoom.us/u/kdbeBwWBDo

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1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF THE AGENDA

3. APPROVAL OF CONSENT CALENDAR

3.1 Monthly Cash Treasury Report for August 2026

Recommendation:

Accept and file the Cash Treasury Report for the month of August 2026.

3.2 First Contract Amendment for the O'Connor Pump Station Phase I Improvements Project

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to execute the first contract amendment, in a form approved by the City Attorney, with Harris & Associates, Inc. for professional design services for the O'Connor Pump Station Phase I Improvements Project (CIP Project No. SD-06A) to increase the contract budget by $86,528.00 for a new not-to-exceed amount of $443,794.80;

2. Appropriating $86,528.00 from the U.S. EPA Community Grant;

3. Extending the contract term to December 31, 2928;

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

3.3 On-Call Emergency Contract Services for storm response

Recommendation:

Adopt a Resolution authorizing:

1. The City Manager to execute on-call contracts, in a form approved by the City Attorney, for emergency storm response and related services for a term of three years, each with an amount not to exceed $225,000 with Badger Daylighting Corporation; and C2R Engineering, Inc.; and

2. An additional appropriation from the General Fund reserve in the amount of $300,000.

3.4 FY 2026-27 Personnel Update

Recommendation: Approve FY 2026-27 Personnel

Update **3.5 Breast Cancer Awareness Month Proclamation**

Recommendation: Present the Breast Cancer Awareness Month Proclamation

3.6 Proclamation for Native American Day

Recommendation: Present the Proclamation for Native American

Day **3.7 Proclamation for Age Up Day**

Recommendation: Present the Proclamation for Age Up Day

3.8 Authorize Contracts for On-call Temp Agency (22nd Century and Robert Half)

Recommendation: Adopt a resolution:

1. Authorizing the City Manager to award, negotiate, and execute agreements with Robert Half, Inc. and 22nd Century Technologies, Inc. for On-Call Administrative and Technical Staffing Support, in forms approved by the City Attorney, for a not-to-exceed amount per vendor of Two Hundred Thousand Dollars ($200,000.00) and for a term through May 31, 2029, provided that each agreement extends to the City the pricing and terms of HGACBuy Contract TS06-25. Any extension of the term beyond May 31, 2029, shall require approval of the City Council.

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

3.9 Proclamation for Domestic Violence Awareness Month

Recommendation: Present the Proclamation for Domestic Violence Awareness Month

3.10 City Council Meeting Minutes

Recommendation: Adopt September 1, 2026, City Council Meeting minutes for the Regular and Special Meeting

3.11 Proclamation for the Day of Remembrance

Recommendation: Present the Proclamation for the Day of Remembrance

4. CLOSED SESSION

5. PUBLIC COMMENT

6. ADJOURN CITY COUNCIL MEETING AND RECONVENE TO THE EAST PALO ALTO SANITARY DISTRICT MEETING

7. EPASD CONSENT CALENDAR 7.1

Cash Disbursement Report for August 2026

Recommendation:

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

8. EPASD POLICY AND ACTION

8.1 Addendum 2 to Palo Alto RWQCP Partner Agreement

Recommendation: EPASD Board adopt a resolution to amend the partner agreement between EPASD and the Palo Alto RWQCP with the proposed Addendum 2 presented here within.

9. EPASD PUBLIC COMMENT

10. ADJOURN EAST PALO ALTO SANITARY DISTRICT BOARD MEETING AND RECONVENE TO THE CITY COUNCIL MEETING

11. SPECIAL PRESENTATIONS

11.1 Youth Commission Introductions

Recommendation: Introduce the inaugural members of the Youth Commission

12. POLICY AND ACTION

12.1 Rent Stabilization Board Appointments

Recommendation: Make board/committee appointments to the Rent Stabilization Board (RSB); and appoint applicants for Regular or Alternate Seats for the body using the selection process recommended by staff.

13. INFORMATIONAL REPORTS

13.1 Citywide Lighting Assessment Project

Recommendation: Receive an update regarding the Citywide Lighting Assessment Project.

13.2 Code Enforcement Update

Recommendation:

Receive an informational report from staff concerning Code Enforcement. Staff

requests City Council direction on the potential strategies to better address Tier 3 code violations discussed above. Depending on Council direction, staff may return with funding requests.

13.3 Update on the City's SAFER Bay Project

Recommendation: Receive an informational presentation on the City of East Palo Alto's SAFER Bay Project, including an update on the status of the design phase.

14. PUBLIC HEARINGS

14.1 Inclusionary Housing Alternative Compliance Option for West Bayshore-Newell Improvements at Woodland Park ("West Bayshore-Newell Improvements") Residential Project at 1-9 Newell Court, APNs 063-513-820, 063-513-880, and additional locations, described herein.

NOTICE:
THIS ITEM HAS BEEN CONTINUED TO OCTOBER 20,2026. A STAFF REPORT IS FORTHCOMING.

14.2 Inclusionary Housing Alternative Compliance Option for the O'Keefe-Manhattan Improvements at Woodland Park ("O'Keefe-Manhattan Improvements") Residential Project at 300 O'Keefe Street, APN 063-441-240, and additional locations, described herein.

NOTICE:
THIS ITEM HAS BEEN CONTINUED TO OCTOBER 20,2026. A STAFF REPORT IS FORTHCOMING.

15. COUNCIL REPORTS

16. ADJOURNMENT

Upcoming meetings:

Regular Meeting	October 20, 2026	6:00 PM
Special Meeting	November 10, 2026	6:00 PM
Regular Meeting	November 17, 2026	6:00 PM

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

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

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

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

DECLARATION OF POSTING

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

POSTED: September 25, 2026
AMENDED: October 2,2026

ATTEST:

Lucero Avila-Garcia
Executive Assistant to the City Manager

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: **October 06, 2026**

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Tomohito Oku, Finance Director
Esther Aguirre, Senior Accountant

SUBJECT: **Monthly Cash Treasury Report for August 2026**

Recommendation

Accept and file the Cash Treasury Report for the month of August 2026.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Governance, Organizational Strength, and Fiscal Sustainability

Background

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

Analysis

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

(SCIP) bond proceeds held by a trustee in the name of the City. For investment purposes, City cash is pooled, except for bond proceeds held by a trustee. The City does not have, nor is it legally required to have, separate bank accounts for each individual fund. However, all cash is segregated in the City's accounting records. Monthly cash transactions for the monthly period ending August 31, 2026 are as follows:

Account	Beginning Balance	Receipts	Disbursements	Interest Allocation	Inter-Account Transfers	Ending Balance
Wells Fargo Bank	2,816,616.64	6,732,031.35	(9,179,310.51)		2,000,000.00	2,369,337.48
LAIF	24,728,625.68	-	-	-	-	24,728,625.68
San Mateo County Pool	64,452,251.97	898,297.68	-	-	-	65,350,549.65
CAMP	92,474,053.50	-	-	295,359.81	(2,000,000.00)	90,769,413.31
Total	**184,471,547.79**	**7,630,329.03**	**(9,179,310.51)**	**295,359.81**	**-**	**183,217,926.12**

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 $1.3M compared to the balance as of July 31, 2026.

August receipts totaled approximately $7.6M, consisting primarily of grant reimbursements and donations related to the Large Trash Capture Project ($1.2M), Stanford University for the University Avenue Crossing Project ($1.0M), Silicon Valley Community Foundation for the Civic Center Project ($1.0M), sales tax revenue ($0.6M), TDA funding for the Pulgas Avenue Mini-Roundabout Project ($0.4M), Safer Bay Mitigation Project reimbursement ($0.4M), University Avenue Crossing Project reimbursement ($0.3M), Transient Occupancy Tax from the Four Seasons Hotel ($0.3M), Veolia payments ($0.2M), Nairobi Housing loan receivable payment ($0.2M), and various other receipts.

August disbursements totaled approximately $9.2M, consisting primarily of 2015A Refunding Bonds debt service payments ($1.3M), payroll costs ($1.2M), FY27 Plan JPA contribution ($1.1M), Sherwood Design Engineers for the Safer Bay Project ($0.9M), payments to J.J.R. Construction, Inc. for the East Bayshore Project ($0.8M), City of Palo Alto for first-quarter FY27 operations and maintenance (O&M) costs for the Regional Water Quality Control Plant (RWQCP) ($0.7M), Kaiser Foundation Health Plan for August and September medical benefits ($0.3M), General Lighting Service, Inc. for the Citywide Lighting Assessment Project ($0.3M), CSWST2 for the University Avenue Grand Corridor Project ($0.3M), and other recurring operating expenditures.

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

	Aug-26	Jul-26	Aug-25
6-Month Treasury Bill	3.89	3.82	3.86
2-Year Treasury Note	4.34	4.28	3.59
5-Year Treasury Note	4.49	4.45	3.68

Local Agency Investment Fund (LAIF) average monthly effective yields were 3.86% in August 2026 compared to 3.84% in July 2026. San Mateo County monthly gross earnings for August

[1] Daily US Treasury Yield Curve. Treasury.gov

2026 were 4.00% compared to 4.46% in July 2026. The estimated County Pool earnings for FY 26-27 are 3.75%. As of August 2026, the current annualized yield for California Asset Management Program (CAMP) is 3.80% compared to 3.78% in July 2026.

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

Summary August 31, 2026		
	Deposit Value	Market Value
General Fund (Inc. Petty cash of $10,800)	$ 26,230,606	$ 26,230,606
General Sub-Funds (Commited/Restricted)	$ 37,157,384	$ 37,157,384
City Funds Restricted and Committed	$ 121,702,679	$ 121,702,679
Successor Agency Trust	$ 472,899	$ 472,899
Unrealized Gain/(Loss) on Investment Pools	$ -	$ 197,117
	$ 185,563,568	**$ 185,760,685**

The deposit market value totals $185,760,685 including an unrealized gain[2] of $197,117, 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 ($26,230,606) may be used at Council discretion.

Fiscal Impact

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

Public Notice

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

Environmental

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

Government Code § 84308

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

Analysis of Levine Act Compliance: Not applicable.

[2] Investment Fair Market Value (FMV) factor is provided on a quarterly basis. Thus, as of June 30, 2026, FMV factor is used to calculate Unrealized Gain/(Loss) on Investments.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Michael Cortez, Associate Engineer
Batool Zaro, Senior Engineer
Humza Javed, Public Works Director

SUBJECT: First Contract Amendment to the O'Connor Pump Station Phase I Improvements Project (CIP Project No. SD-06A) Design Contract

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to execute the first contract amendment, in a form approved by the City Attorney, with Harris & Associates, Inc. for professional design services for the O'Connor Pump Station Phase I Improvements Project (CIP Project No. SD-06A) to increase the contract budget by $86,528.00 for a new not-to-exceed amount of $443,794.80;

2. Appropriating $86,528.00 from the U.S. EPA Community grant;

3. Extending the contract term to December 31, 2028;

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

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Public Health, Safety, and Quality of Life
Priority: Public Infrastructure and Utilities

Background

The O'Connor Pump Station, located along the San Francisquito Creek Levee at the eastern end of O'Connor Street, was originally constructed in 1984. The pump station currently serves as the City's only stormwater runoff pump station, and it drains the majority of the runoff captured by the City's storm drainage system.

In 2017, the City contracted Schaaf & Wheeler, an engineering consulting firm, to prepare a memorandum assessing the condition of the O'Connor Pump Station. The memorandum outlined the recommended improvements for bringing the pump station to up-to-date standards, increasing the pump station's pumping capacity, as well as other miscellaneous safety improvements. The memorandum provided recommendations for short-term and long-term improvements. The City then utilized the information in the memorandum to add two projects to the Capital Improvement Program, namely, the Phase I and Phase II improvements projects at the O'Connor Pump Station.

In 2022, the City received $800,000 for rehabilitation of the O'Connor Pump Station from the United States Environmental Protection Agency (U.S. EPA) through the FY 2022 Omnibus Appropriations Bill. An additional amount of $800,000 from the U.S. EPA Community Grant was also received for water infrastructure, totaling $1,600,000 that has been granted for the O'Connor Pump Station project. The funds will be used to entirely fund the project design and a portion of the construction phase.

On March 18, 2025, the City executed an agreement with Harris & Associates, Inc. in the amount not-to-exceed $357,266.80 for professional engineering services to design the O'Connor Pump Station Phase I Improvements project (CIP Project No. SD-06A) via Resolution No. 20-2025. The scope of services for the Phase I Improvements included underground diesel tank upgrades, pumping capacity upgrades, hydraulics improvements, ventilation upgrades, and electrical capacity upgrades.

Analysis

As the design of the Phase I improvements at the O'Connor Pump Station progressed, additional design considerations based on the electrical capacity upgrades were identified.

As pump selection and electrical loads were finalized, it was determined that the cabinets necessary to house the electrical equipment would not meet clearance requirements without changing the layout of the new electrical motors. As such, additional structural, civil, and electrical analyses are to be performed to explore options for maintaining all electrical equipment within the existing building. Regardless of the outcomes of said analyses, the main switchboard (MSB) will need to be relocated outside of the existing building.

The original project scope assumed that the new transformer would be pole-mounted. However, upon further investigation it was determined that the transformer required by PG&E for the electrical demands will be too large to pole mount and would need to be located on an elevated

concrete slab that adheres to FEMA base flood elevation requirements. This concrete slab is to be built in the sloped landscaped area between the two existing driveways adjacent to the existing pumphouse building. As mentioned in the foregoing discussion, the MSB will also be relocated to this concrete slab. Additional structural and civil analyses will need to be performed for the design of this concrete slab.

Since the MSB is now being relocated to outside of the existing building, electrical conduit will need to connect the new elevated MSB and the building. As such, an overhead tray will need to be designed to accommodate the conduit routing to the new MSB and transformer locations.

A detailed description of additional services can be found in Attachment 2: Harris & Associates Additional Design Services Memorandum to this report.

Staff recommends amending the design contract to appropriate additional funds and include the additional services as described in Attachment 2 of this report.

Fiscal Impact

An additional appropriation in the amount of $86,528.00 will be fully funded and reimbursed by the U.S. EPA community grant, hence there is no ultimate impact to the City's capital fund.

Public Notice

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

Environmental

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

Government Code § 84308

Applicability of Levine Act: Yes.

Analysis of Levine Act Compliance: The signatory for the agreement is Marcus Fuller, Vice President of Engineering of Harris & Associates, Inc. Staff is unaware of any other parties or participants relevant to the Council's consideration of this item.

Attachments

1. Resolution
2. Harris & Associates Additional Design Services Memorandum

RESOLUTION NO. XX– 2026

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

AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST CONTRACT AMENDMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH HARRIS & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE O'CONNOR PUMP STATION PHASE I IMPROVEMENTS PROJECT (CIP PROJECT NO. SD-06A) TO INCREASE THE CONTRACT BUDGET BY $86,528.00 FOR A NEW NOT-TO-EXCEED AMOUNT OF $443,794.80, AND APPROPRIATING $86,528.00 OF CAPITAL FUNDS TO FUND THE FIRST CONTRACT AMENDMENT.

WHEREAS, the O'Connor Pump Station was originally constructed in 1984; and

WHEREAS, in 2017, Schaaf & Wheeler, the City's engineering consultant, recommended certain improvements to the O'Connor Pump Station, including those relayed to industry flow standards and minor safety improvements; and

WHEREAS, in 2022, the City received $800,000 from the U.S. EPA FY 2022 Omnibus Appropriations Bill for rehabilitation of the O'Connor Pump Station, plus an additional $800,000 from the U.S. EPA Community Grant for water infrastructure, totaling $1,600,000 in project grants; and

WHEREAS, on March 18, 2025, the City executed an agreement with Harris & Associates, Inc. in the amount not-to-exceed $357,266.80 for professional engineering design services to design the O'Connor Pump Station Phase I Improvements Project (CIP Project No. SD-06A) via Resolution No. 20-2025; and

WHEREAS, as the design of the improvements progressed, additional unanticipated civil, structural, and electrical design considerations based on the electrical capacity upgrades were identified; and

WHEREAS, staff recommends amending the design contract to appropriate additional funds to include the additional civil, structural, and electrical design services in order to complete the design of the Phase I improvements at the O'Connor Pump Station.

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

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

2. Authorizes the City Manager to execute the first contract amendment, in a form approved by the City Attorney, with Harris & Associates, Inc. for professional design services for the O'Connor Pump Station Phase I Improvements Design Contract to increase the contract budget by $86,528.00 for a new not-to-exceed amount of $443,794.80; and

3. Appropriates $86,528.00 from the U.S. EPA Community Grant to fund the first contract amendment; and

4. Finds that the proposed action does not constitute a "project" within the meaning of the California

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a governmental fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

PASSED AND ADOPTED this 6th day of October 2026**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Webster Lincoln, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Jessica Felix, Management Analyst
Humza Javed, P.E., Public Works Director

SUBJECT: On-Call Emergency Contract Services for storm response

Recommendation

Adopt a resolution authorizing:

1. The City Manager to execute on-call contracts, in a form approved by the City Attorney, for emergency storm response and related services for a not-to-exceed amount of $75,000 and a term of three years, each with Badger Daylighting Corporation; and C2R Engineering, Inc.; and

2. Finding that awarding this contract is not a project under the California Environmental Quality Act (Section 21000, et seq. of the California Public Resources Code, hereafter CEQA) because the action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Public Infrastructure and Utilities
Priority: Public Health, Safety, and Quality of Life

Background

Due to East Palo Alto's geography, its storm drain system is heavily impacted during the winter rainy season. The City sits between San Francisquito Creek and San Francisco Bay and receives storm runoff from entire upper watershed. The Public Works Maintenance Division prioritizes storm preparation by clearing drain inlets and valley gutters, hauling out debris and sediment from the San Francisquito Creek, pumping standing stormwater, repairing failed drainage structures, and supporting flood-prevention and levee work along the Creek.

In order to prepare itself for future weather events, the City has taken a proactive stance to bolster its storm response capabilities. The Public Works Department needs to execute contracts with contractors equipped with the necessary heavy machinery and skilled operators to be able to support staff responding to storm-related emergency as well as preventative work. These contractors will be added to the Public Works roster and will be on standby to address emergencies, ensuring flood prevention and efficient management of storm-related issues. Their responsibilities will encompass repairing and installing drainage inlets, pumping excessive water, performing valley gutter cleanup and repair, debris removal, and undertaking various storm drain construction work, all aimed at averting local flooding incidents throughout the City.

An on-call agreement gives the City the ability to swiftly respond to emergencies as the contractors are already qualified, their rates are already set, and Public Works can issue a task order and get a crew out without delay.

Analysis

A request for proposals (RFP) for on-call storm response was issued on December 12, 2025.

The scope of work covers:

- Installation and repair of drainage inlets
- Pumping and removal of accumulated stormwater
- Cleaning of valley gutters and removal of debris
- Flood-prevention support at San Francisquito Creek
- Levee repair and stabilization
- Other related work necessary to protect public infrastructure

Proposers were asked to submit their rates on a pricing sheet along with a firm description, relevant experience in storm drain work, debris removal, pumping and outfall stabilization, key personnel qualifications, public agency references, and proof of licensing and insurance.

Proposals were due by 2:00 p.m. on Wednesday, February 11, 2026. The City received five proposals. One proposal, from Miabella Expert Tree Services, was outside the scope of the solicitation and was not evaluated further.

The remaining four proposals were reviewed and scored against the criteria which included qualifications, manpower, and experience in the RFP by three staff members from the Public

Works Department. Average scores of the proposers are shown in the table below:

Proposer	Average Score
Badger	17
C2R	18
Pipe & Plant	16.7
Yerba Buena	13.7

All four proposers were found responsive; C2R Engineering, Inc. and Badger Daylighting Corp. scored highest.

Staff recommends awarding to the two highest-scoring proposers, C2R Engineering and Badger Daylighting. Beyond their scores, the two firms cover the two halves of the work the City actually needs. Badger brings the hydro-vacuum equipment for cleaning inlets and catch basins and pumping standing water. C2R brings the crews and excavation equipment for repairing and replacing failed storm drain structures. Neither firm covers the other's scope well on its own, so awarding to both gives Public Works the full range without duplicating capability. Moreover, two contractors rather than one also gives Public Works options during a storm. Storm work comes in bursts, and those bursts are usually regional, so some flexibility is beneficial.

C2R Engineering, Inc. (Los Altos; CA License #994397) is an underground utilities contractor that handles storm drain, sewer, and water line repair and replacement. C2R has been the City's storm drain on-call contractor for the past three years and recently finished the University Avenue and Weeks Street 12-inch Watermain Project. The firm started in 2014 and reports more than 200 completed projects.

Badger Daylighting Corp. (San Jose; CA License #945499) supplies hydro-vacuum units with operators to clean storm inlets, catch basins, and similar structures. Badger already does this work for the City and services the Newbridge trash capture device.

Work would be assigned by written task order. The Public Works Director or designee would select the contractor for each task order based on what the job requires, what equipment is needed, and who is available, and would authorize work only at the rates in that contractor's agreement. Neither firm is promised any minimum amount of work.

Fiscal Impact

The adopted FY 2026-27 budget includes $150,000 in the Public Works Maintenance Division for storm response contractor services. Approval of the proposed on-call flood response contract does not require an additional appropriation at this time for the current fiscal year. $75,000 is for C2R Engineering, Inc. and $75,000 for Badger Daylighting Corporation.

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

Awarding this contract is not a project under the California Environmental Quality Act (Section 21000, et seq. of the California Public Resources Code, hereafter CEQA) because the action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Individual task orders issued under these agreements will be evaluated for CEQA applicability, including any required exemption determination, before work commences.

Government Code § 84308

Applicability of Levine Act: No, as the entitlement was competitively bid.
Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution

RESOLUTION NO. XX– 2026

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

AWARDING ON-CALL FLOOD PREVENTION CONTRACTOR SERVICES AGREEMENTS TO C2R ENGINEERING, INC. AND BADGER DAYLIGHTING CORP., EACH FOR A TERM OF THREE YEARS AND EACH IN AN AMOUNT NOT TO EXCEED $75,000, FOR A COMBINED TOTAL NOT TO EXCEED $150,000.

WHEREAS, the City of East Palo Alto owns and maintains a storm drain system that requires routine maintenance and emergency response during storm events, including the installation and repair of drainage inlets, pumping and removal of accumulated stormwater, cleaning of valley gutters, removal of debris, levee repair and stabilization, and flood-prevention support at San Francisquito Creek; and

WHEREAS, much of this work arises without advance notice, frequently outside of normal business hours, and requires specialized equipment that the City does not own; and

WHEREAS, on December 12, 2025, the City issued a request for proposals (RFP) for On-Call Flood Prevention Contractor Services in order to enter into contractsfor as-needed work at rates fixed in advance; and

WHEREAS, the City received five proposals in response to the RFP, one of which was determined to be outside the scope of the solicitation, and an evaluation panel of City staff reviewed and scored the four remaining proposals in accordance with the stated criteria; and

WHEREAS, the evaluation panel determined that the remaining four proposals were responsive and that C2R Engineering, Inc. and Badger Daylighting Corp. received the highest scores; and

WHEREAS, awarding agreements to both C2R Engineering, Inc. and Badger Daylighting Corp. provides the City with complementary capabilities in that C2R Engineering, Inc. furnishes crews and excavation equipment for the repair and replacement of storm drain structures and Badger Daylighting Corp. furnishes hydro-vacuum equipment for the cleaning of inlets and catch basins and the pumping of accumulated stormwater; and

WHEREAS, the adopted Fiscal Year 2026-27 budget includes an appropriation of $150,000 in the Public Works Department for storm response contractor services; and

WHEREAS, the City Council finds that awarding these agreements is not a project under the California Environmental Quality Act (Public Resources Code section 21000 et seq.) because the action has no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Individual task orders issued under these agreements will be evaluated for CEQA applicability, including any required exemption determination, before work commences.

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

1. Finds that the recitals set forth above are true and correct and are incorporated herein by reference.

2. Authorizes the City Manager, or designee, to negotiate and execute agreements, in a form approved by the City Attorney, with each of C2R Engineering, Inc. and Badger Daylighting Corp. for On-Call Flood Prevention Contractor Services, each for an amount not to exceed Seventy-Five Thousand Dollars ($75,000) and a term of three years.
3. Authorizes the City Manager, or designee, to assign work under the agreements by written task order at the rates set forth in each agreement, and to execute such task orders, amendments, and related documents as may be necessary to carry out the purposes of this Resolution, subject to the not-to-exceed amounts authorized above.
4. Provides that neither contractor is guaranteed any minimum amount of work under its agreement.
5. Provides that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 6th day of October, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Webster Lincoln, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Ana Maria Torres-Mondragon, Human Resources Manager

SUBJECT: FY 2026-27 Budget Personnel Staffing Changes

Recommendation

Adopt a resolution:

1. Approve amendments to the classification plan adding 1.0 FTE Recreation Program Coordinator (1 Year LTD) and appropriate $104,000 from the Community Benefit fund; and
2. Approving amendments to the classifications and the related specifications for the Deputy City Attorney I/II and Community Services Supervisor job description; and
3. Approving and establishing the compensation schedules for the following:
   - Community Services Supervisor
   - Recreation Program Coordinator (1 Yr LTD)
   - Police Recruit
4. Finding that the actions being considered by the City Council are exempt from the California Environmental Quality Act (CEQA) because they are not “projects” pursuant to CEQA Guidelines section 15378(b)(4) because they are fiscal activities that do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Ensure Our Financial and Organizational Health

Background

The City's Classification and Compensation Plan, together with the publicly available Compensation Schedule and adopted Position Control List, provides a comprehensive framework outlining job classifications, salary ranges, position allocations, and associated duties for all City employees. During development of the FY 2026–27 budget, City staff engaged in substantive discussions regarding staffing vacancies and the operational impacts those vacancies have on service delivery and statutory compliance.

As codified in the City's Personnel Policies and Procedures approved by the City Council on August 28, 1985 (Resolution #00201), Rule 3.4.05 states: "A job specification shall be a written statement providing the title and definition of a class, examples of the duties to be performed and the minimum qualifications." As a member of the California Public Employees' Retirement System (CalPERS), the City is also subject to applicable provisions of the Public Employee Retirement Law (PERL) referenced in the California Government Code and the California Code of Regulations.

Section 3.4.06 of the City of East Palo Alto Personnel Policies and Procedures manual establishes the procedures for department heads or the Personnel Officer (which is the City Manager) to create a new classification. Requests for the creation of a new class can originate with a department head or with the Personnel Officer. After review, the Personnel Officer submits the new job specification, class title and salary range to the City Council to be considered for addition to the Classification Plan. The new class is officially established upon adoption by the City Council.

This report requests approval for several personnel related updates identified through the City's ongoing staffing and classification review. The proposed actions include establishing one FTE Recreation Program Coordinator position for one-year limited term period to support recreational programming and related youth focused efforts. The report also proposes minor edits to the Deputy City Attorney I/II classification specification to ensure the document reflects the appropriate terminology and current classification structure. The report also proposes edits to the Community Services Supervisor classification to properly reflect all of the duties assigned.

On June 16, 2026, City Council approved the Community Services Supervisor classification to reflect changes in the position's duties, responsibilities, and scope of work. The corresponding salary range associated with the expanded classification was not included in the June 16, 2026, Council action. As part of the classification review, the City subsequently confirmed that the position's revised scope of responsibility warrants an adjustment to the applicable salary range. The expanded responsibilities reflect a greater level of complexity, accountability, and organizational impact than was reflected in the prior classification and compensation structure. In addition, approval is requesting to update corresponding compensation schedule adjustments for the Community Services Supervisor, Recreation Program Coordinator (1 yr LTD), and Police Recruit classifications.

The proposed salary range adjustments are intended to ensure that compensation is appropriately aligned with the positions as currently classified and the level of responsibility assigned to the position. The adjustment also supports internal compensation consistency and alignment with the City's classification and compensation framework.

Analysis
Staff is proposing the following staffing changes:

City Attorney's Office

Staff is requesting approval for non-substantial changes for the unrepresented Deputy City Attorney I/II classification specification. The Deputy City Attorney I/II classification specification is being updated to ensure consistency and clarity throughout the document. The minimum years of professional legal experience will remain unchanged, with the Deputy City Attorney I classification requiring two years and the Deputy City Attorney II requiring four years. However, the requirement for professional experience specifically in municipal law is proposed to be revised from a required qualification to a preferred and highly desirable qualification. This change provides greater flexibility in recruitment while continuing to recognize the value of municipal law experience. In addition, the terms "Assistant City Attorney" and "Deputy City Attorney" are currently used interchangeably throughout the specification. Staff is recommending that the classification specification be revised to consistently use the title "Deputy City Attorney" throughout the document. This change has no monetary impact.

City Manager's Office

Community Services Division

Staff is requesting approval for the classification specification update for the Community Services Supervisor. The additional changes will result in strengthening and improving managerial and technical support of the Community Services Division due to the increasing and evolving complexity and technical demands and provide more and better services to the public and facilitate the oversight of the organization under the direction of the City Manager. This classification is now part of the Management Employee Association (MEA) and is FLSA Exempt.

These proposed changes will support critical ongoing community service needs as well as increase direct services related to Community Services Division ultimately strengthening overall managerial control and responsibility for the City's current service levels. Due to the increased responsibility, which began on June 21, 2026, the compensation schedule for the Community Services Supervisor will be increased. Step E of the current Community Services Supervisor hourly rate is set at $46.3507 per hour, and new proposed hourly rate is $59.2176 which represents approximately 27% of an increase retroactive to June 21, 2026.

Community Services Supervisor (MEA)						
		Step A	Step B	Step C	Step D	Step E
Hourly		48.7184	51.1544	53.7121	56.3977	59.2176
Bi-Weekly		3,897.48	4,092.35	4,296.97	4,511.81	4,737.41
Monthly		8,444.53	8,866.76	9,310.09	9,775.60	10,264.38
Annual		101,334.36	106,401.08	111,721.13	117,307.19	123,172.55

Staff is also requesting approval for the Recreation Program Coordinator (1 Year LTD). Establishing the Recreation Program Coordinator position on a limited term basis will provide dedicated staff capacity to help plan, coordinate, implement, and sustain recreational and youth

programming at Cooley Landing. This proposal allows the City to leverage existing program resources to support these efforts without requiring an additional General Fund appropriation.

Funding for the proposed limited term Recreation Program Coordinator position is available through the Community Benefit fund, a program funding designated to support youth programs and operations at the Cooley Landing Center. The Community Benefit fund is available for such programs and committed for approximately $250,000. Staff estimates the fully burdened costs for the position would be approximately $104,000. The limited term structure provides the City with additional capacity to support and coordinate recreational programming and related youth-focused efforts at the Center while utilizing existing resources.

Recreation Program Coordinator (1 Year LTD) (Non Bargaining- SEIU)					
	Step A	Step B	Step C	Step D	Step E
Hourly	38.1329	40.0395	42.0415	44.1436	46.3507
Bi-Weekly	3,050.63	3,203.16	3,363.32	3,531.48	3,708.06
Monthly	6,609.70	6,940.18	7,287.19	7,651.55	8,034.13
Annual	79,316.36	83,282.18	87,446.29	91,818.60	96,409.53

Police Department

Operations Division

Staff is recommending an adjustment to the Police Recruit compensation schedule based on a recent compensation study that identified the classification as being significantly below the applicable market comparison. The current Police Recruit hourly rate is set at $30.00 per hour and new proposed hourly rate is $44.61, an increase of approximately 48.7%, compared to the Police Officer hourly rate of $51.02, which represents approximately 87.4% of the Police Officer rate.

A compensation study was conducted for the Police Recruit classification to evaluate the proposed hourly rate, taking into consideration both wages and benefits offered by comparable agencies, including select benchmark cities and agencies to which the City has experienced employee losses. The study provides insight into the competitive compensation needed to attract and retain qualified candidates. Given the ongoing challenges agencies face in recruiting and filling Police Officer positions, maintaining a competitive Police Recruit wage is an important strategy to broaden the applicant pool and attract well-qualified candidates. The current lower wage may limit the City's ability to attract a sufficient number of qualified applicants. The proposed hourly rate is intended to strengthen the City's recruitment and retention efforts by making the Police Recruit classification more competitive while supporting the development of future sworn personnel.

The Police Recruit classification is an unrepresented classification and is intended to function as an underfill of the Police Officer classification, allowing the City to appoint qualified candidates at the recruit level while they complete the required training and academy process before advancing to the Police Officer classification. Increasing the Police Recruit salary schedule does

not create a new position, alter the classification structure, or require an additional staffing allocation beyond the existing Police Recruit position.

The underfill structure continues to provide the City with salary savings during the recruit period because the employee is compensated at the lower Police Recruit rate rather than the higher Police Officer rate. Accordingly, the proposed salary adjustment maintains a salary differential between the Police Recruit and Police Officer classifications while improving the City's ability to attract qualified candidates. The proposed adjustment represents a targeted market adjustment within an existing classification structure rather than the creation of an additional or higher cost position. The attached compensation analysis provides supporting market data and additional analysis for the proposed salary schedule adjustment.

Police Recruit (Temporary- Non Bargaining)						
Hourly						44.6101
Bi-Weekly						1,784.40
Monthly						3,866.21
Annual						46,394.50

Fiscal Impact

The costs associated with the Community Services Supervisor position and the Police Recruit are included in the FY 2026-27 adopted budget. Staff requests an additional appropriation of $104,000 from the Community Benefit Fund to cover the costs of the proposed 1.0 FTE Recreation Program Coordinator position for a one-year limited term. The Community Benefit Fund represents committed fund balance within the General Fund and is reported separately from unassigned General Fund balance. Accordingly, this appropriation would reduce committed fund balance without affecting unassigned General Fund balance.

For the Police Recruit, this is a cost savings. Filling the Police Officer position for the remaining portion of the fiscal year would cost approximately $118,000; instead, staff proposes underfilling the position for the remainder of the fiscal year, which would cost approximately $70,000. This suggestion would save the City approximately $48,000 per position. There are currently two such underfilled positions where the incumbent is in the academy. Additionally, there are currently two vacant Police Officer positions.

Staff is not proposing any changes to the compensation schedule of the Deputy City Attorney.

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 CEQA Guidelines section 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

Government Code § 84308

Applicability of Levine Act: No, as there are no entitlements related to the proposed action.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
    a. Exhibit A: Deputy City Attorney I/II
    b. Exhibit B: Community Services Supervisor
    c. Exhibit C: Recreation Program Coordinator (1 Year LTD)
    d. Exhibit D: Compensation Schedules for the Community Services Supervisor, Recreation Program Coordinator (1 Year LTD), and Police Recruit
    e. Exhibit E: Police Recruit Compensation Study

RESOLUTION NO. XX– 2026

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

APPROVING AN AMENDMENT TO THE CITY'S CLASSIFICATION PLAN ADDING 1.0 FTE RECREATION PROGRAM COORDINATOR (1 YEAR LTD), APPROVING APPROPRIATION OF $104,000 FROM THE COMMUNITY BENEFIT FUND, APPROVING AMENDMENTS TO THE CLASSIFICATIONS AND THE RELATED SPECIFICATIONS FOR THE DEPUTY CITY ATTORNEY I/II AND COMMUNITY SERVICES SUPERVISOR, AND ESTABLISHING NEW COMPENSATION SCHEDULES FOR THE COMMUNITY SERVICES SUPERVISOR, RECREATION PROGRAM COORDINATOR (1 YEAR LTD) AND POLICE RECRUIT.

WHEREAS, the City's Classification and Compensation Plan, together with the publicly available Compensation Schedule and adopted Position Control List, provides a comprehensive framework outlining job classifications, salary ranges, position allocations, and associated duties for all City employees; and

WHEREAS, because of the evolving needs of the City, changes related to staffing, community expectations, and management's intent to continue pursuing Council's strategic goal to "Ensure Our Financial and Organizational Health," staff is proposing several changes related to the City's departmental organization and staffing; and

WHEREAS, as codified in the City's Personnel Policies and Procedures approved by the City Council on August 28, 1985 (Resolution #00201), Rule 3.4.05 states: "A job specification shall be a written statement providing the title and definition of a class, examples of the duties to be performed and the minimum qualifications." As a member of the California Public Employees' Retirement System (CalPERS), the City is also subject to applicable provisions of the Public Employee Retirement Law (PERL) referenced in the California Government Code and the California Code of Regulations; and

WHEREAS, East Palo Alto Municipal Code section 2.12.070(O) authorizes the City Manager, or the City Manager's designee, to review and establish job specifications and minimum qualifications for positions authorized by the City Council; and

WHEREAS, section 3.4.06 of the City of East Palo Alto Personnel Policies and Procedures manual establishes the procedures for department heads or the Personnel Officer to create a new classification. After review, the Personnel Officer submits the new job specification, class title and salary range to the City Council to be considered for addition to the Classification Plan. The new class is officially established upon adoption by the City Council.

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

1. Approve an amendment to the City's Classification Plan adding 1.0 FTE Recreation Program Coordinator (1 Year LTD); and

2. Approve appropriation of $104,000 from the Community Benefit Fund to budget for the Recreation Program Coordinator for Fiscal Year 2026-27 only; and

3. Approve and establish the amendments to the classifications and the related specifications for the following:

- Deputy City Attorney I/II, attached as Exhibit A; and
- Community Services Supervisor, attached as Exhibit B; and
- Recreation Program Coordinator (1 Year LTD), attached as Exhibit C; and
-

4. Approve and establish the compensation schedules, attached as Exhibit D, for the following:
    - Community Services Supervisor, effective June 21, 2026; and
    - Recreation Program Coordinator (1 Year LTD); and
    - Police Recruit; and

5. Find that the actions approved by this Resolution are not "projects" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(4), because they are fiscal activities that do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

PASSED AND ADOPTED this 6th day of October 2026**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Webster Lincoln, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

October 2026
FLSA: Exempt

DEPUTY CITY ATTORNEY I/II

DEFINITION

Under general supervision/direction, performs various professional legal services and provides assistance and advice to all City departments, City Council, and various boards, committees, and commissions as assigned; prepares and presents pleadings and discoveries before Federal and State courts and various governmental agencies; represents the City in municipal law matters; performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision/direction from the City Attorney. Exercises technical and functional direction over and provides training to legal support and professional staff.

DISTINGUISHING CHARACTERISTICS

Deputy City Attorney I: This is the entry-level class in the Deputy City Attorney series. Initially under close direction, incumbents with basic professional legal experience perform analytical and technical work within the City Attorney's Office. As experience is gained, assignments become more varied and are performed with greater independence. Positions at this level usually perform most of the duties required of the positions at the II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods.

Deputy City Attorney II: This is the full journey-level class in the Deputy City Attorney series that performs the full range of professional legal work in all of the following areas: claims, public contracts, code enforcement, land use, rent control, public works, and other matters. Positions at this level are distinguished from the I level by the performance of the full range of duties as assigned, working more independently, and exercising a higher level of judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from City Attorney in that the latter has overall responsibility for all City Attorney functions and for developing, implementing, and interpreting public policy.

Positions in the Deputy City Attorney class series are flexibly staffed and positions at the II level are normally filled by advancement from the I level requiring two (2) additional years of experience and after gaining the knowledge, skill, and experience which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class. When filled from the outside, the employee is required to have four (4) years of prior related experience that allows the employee to meet the qualification standards for the II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Prepares and processes pleadings and discoveries; appears in Federal and State courts.
- Negotiates, prepares, drafts, and reviews acquisitions, dispositions, and development agreements, interagency cooperative agreements, contracts, deeds, leases, ordinances, resolutions, and other legal documents and instruments related to redevelopment and housing projects, City and Redevelopment Agency-owned real estate, public works and community services projects, and planning and land use matters.
- Performs legal research and prepares written and oral opinions on various legal issues for the City Council, all City departments, and various boards, commissions, and committees.
- Receives, reviews, and processes various reports and records, including invoices for legal fees, contracts, legal pleadings, medical records, certificates of insurance, resolutions, ordinances, correspondences, court cases, new or proposed legislation, and labor agreements.
- Represents the City Attorney at City Council, board, commission, and committee meetings.
- Serves as a liaison for an assigned functional area with other City departments, divisions, and outside agencies.
- Assists Department Heads and staff in establishing operational policies by developing and applying legal points and procedures; recommends changes to department policies and procedures to meet changing legal requirements.
- Meets and negotiates with outside parties in matters arising out of claims, property transactions, and other City business.
- Attends and participates in professional group meetings and committees; stays abreast of new trends and innovations in the field of municipal law; researches emerging products and enhancements and their applicability to City needs.
- Monitors changes in regulations and technology that may affect the assigned function; implements policy and procedural changes after approval.
- Maintains accurate files, databases, and records; prepares a variety of written reports, memoranda, and correspondence.
- Performs other related duties as assigned.

JOB-RELATED QUALIFICATIONS

Knowledge of:

- Legal principles and procedures, including civil and administrative laws and procedures involving redevelopment, housing, zoning controls, and land use matters.
- Federal, State, and local laws statutes and ordinances with emphasis on civil, contract, and labor law.
- Federal, State, and local trial and appeal procedures and methods of case preparation and presentation.
- Legal principles, issues, and practices related to municipal government functions, including specific government operations and relevant legal issues.
- Court procedures and rules of evidence.
- Methods of legal research, including computer research.
- Business letter writing and the standard format for reports and correspondence.
- Principles and practices of data collection and report preparation.
- Business mathematics and basic statistical techniques.
- Record-keeping principles and procedures.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Provide sound legal advice to the City Council, commissions, committees, and departmental staff.
- Present legal information and advice clearly and persuasively in public sessions.
- Determine alternative legal and administrative approaches to solving problems.
- Analyze and prepare a wide variety of legal documents.
- Conduct research on legal problems and prepare sound legal opinions.
- Prepare and present cases, pleadings, and discoveries in court.
- Prepare accurate and effective reports, policies, procedures, and other written materials.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, businesses, professionals, and regulatory and legislative organizations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a Juris Doctorate degree from an accredited school of law, preferably with a specialization or emphasis on municipal law in areas such as labor relations, land use, environmental, and/or administrative law.

Deputy City Attorney I: Two (2) years of professional legal experience. Professional experience in municipal law experience is highly desired.

Deputy City Attorney II: Four (4) years of professional legal experience, or two (2) years equivalent to a Deputy City Attorney I at the City of East Palo Alto. Professional experience in municipal law is highly desired.

Licenses and Certifications:

- Possession of a valid California Class C Driver's License and a good driving record, at the time of appointment.
- Possession of a valid California State Bar License.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

October 2026
FLSA: Exempt

DEPUTY CITY ATTORNEY I/II

DEFINITION

Under general supervision/direction, performs various professional legal services and provides assistance and advice to all City departments, City Council, and various boards, committees, and commissions as assigned; prepares and presents pleadings and discoveries before Federal and State courts and various governmental agencies; represents the City in municipal law matters; performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision/direction from the City Attorney. Exercises technical and functional direction over and provides training to legal support and professional staff.

DISTINGUISHING CHARACTERISTICS

Deputy City Attorney I: This is the entry-level class in the Deputy City Attorney series. Initially under close direction, incumbents with basic professional legal experience perform analytical and technical work within the City Attorney's Office. As experience is gained, assignments become more varied and are performed with greater independence. Positions at this level usually perform most of the duties required of the positions at the II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods.

Deputy City Attorney II: This is the full journey-level class in the Deputy City Attorney series that performs the full range of professional legal work in all of the following areas: claims, public contracts, code enforcement, land use, rent control, public works, and other matters. Positions at this level are distinguished from the I level by the performance of the full range of duties as assigned, working more independently, and exercising a higher level of judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from City Attorney in that the latter has overall responsibility for all City Attorney functions and for developing, implementing, and interpreting public policy.

Positions in the Deputy City Attorney class series are flexibly staffed and positions at the II level are normally filled by advancement from the I level requiring two (2) additional years of experience and after gaining the knowledge, skill, and experience which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class. When filled from the outside, the employee is required to have four (4) years of prior related experience that allows the employee to meet the qualification standards for the II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Prepares and processes pleadings and discoveries; appears in Federal and State courts.
- Negotiates, prepares, drafts, and reviews acquisitions, dispositions, and development agreements, interagency cooperative agreements, contracts, deeds, leases, ordinances, resolutions, and other legal documents and instruments related to redevelopment and housing projects, City and Redevelopment Agency-owned real estate, public works and community services projects, and planning and land use matters.
- Performs legal research and prepares written and oral opinions on various legal issues for the City Council, all City departments, and various boards, commissions, and committees.
- Receives, reviews, and processes various reports and records, including invoices for legal fees, contracts, legal pleadings, medical records, certificates of insurance, resolutions, ordinances, correspondences, court cases, new or proposed legislation, and labor agreements.
- Represents the City Attorney at City Council, board, commission, and committee meetings.
- Serves as a liaison for an assigned functional area with other City departments, divisions, and outside agencies.
- Assists Department Heads and staff in establishing operational policies by developing and applying legal points and procedures; recommends changes to department policies and procedures to meet changing legal requirements.
- Meets and negotiates with outside parties in matters arising out of claims, property transactions, and other City business.
- Attends and participates in professional group meetings and committees; stays abreast of new trends and innovations in the field of municipal law; researches emerging products and enhancements and their applicability to City needs.
- Monitors changes in regulations and technology that may affect the assigned function; implements policy and procedural changes after approval.
- Maintains accurate files, databases, and records; prepares a variety of written reports, memoranda, and correspondence.
- Performs other related duties as assigned.

JOB-RELATED QUALIFICATIONS

Knowledge of:

- Legal principles and procedures, including civil and administrative laws and procedures involving redevelopment, housing, zoning controls, and land use matters.
- Federal, State, and local laws statutes and ordinances with emphasis on civil, contract, and labor law.
- Federal, State, and local trial and appeal procedures and methods of case preparation and presentation.
- Legal principles, issues, and practices related to municipal government functions, including specific government operations and relevant legal issues.
- Court procedures and rules of evidence.
- Methods of legal research, including computer research.
- Business letter writing and the standard format for reports and correspondence.
- Principles and practices of data collection and report preparation.
- Business mathematics and basic statistical techniques.
- Record-keeping principles and procedures.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Provide sound legal advice to the City Council, commissions, committees, and departmental staff.
- Present legal information and advice clearly and persuasively in public sessions.
- Determine alternative legal and administrative approaches to solving problems.
- Analyze and prepare a wide variety of legal documents.
- Conduct research on legal problems and prepare sound legal opinions.
- Prepare and present cases, pleadings, and discoveries in court.
- Prepare accurate and effective reports, policies, procedures, and other written materials.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, businesses, professionals, and regulatory and legislative organizations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a Juris Doctorate degree from an accredited school of law, preferably with a specialization or emphasis on municipal law in areas such as labor relations, land use, environmental, and/or administrative law.

Deputy City Attorney I: Two (2) years of professional legal experience. Professional experience in municipal law experience is highly desired.

Deputy City Attorney II: Four (4) years of professional legal experience, or two (2) years equivalent to a Deputy City Attorney I at the City of East Palo Alto. Professional experience in municipal law is highly desired.

Licenses and Certifications:

- Possession of a valid California Class C Driver's License and a good driving record, at the time of appointment.
- Possession of a valid California State Bar License.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

October 6, 2026
FLSA: Exempt

COMMUNITY SERVICES SUPERVISOR

DEFINITION

Under general direction, administers and coordinates a variety of complex recreation and community services programs, including parks and community centers, social and cultural programs, sports and fitness activities, and services for youth, adults, and seniors. Develops, implements, promotes, and evaluates recreation programs, classes, and special events. Participates in program planning, budgeting, and operational analysis to ensure effective service delivery.

This position requires exceptional customer service, sound judgment, strong written and verbal communication skills, and the ability to manage multiple priorities in a fast-paced municipal environment. Provides supervision, training, and guidance to all department staff and volunteers; assists the Community Services Manager with specialized and complex assignments; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Services Manager. Directly supervises recreation personnel, contract service providers, and volunteers.

DISTINGUISHING CHARACTERISTICS

This is a professional supervisory classification that executes complex operations and administration for the day-to-day recreation and community services programs for the City. Receives general direction from the Community Services Manager. Exercises direct supervision over all recreation personnel, independent contractors, and volunteers. Provides leadership and coordination for recreation and community services programs, ensuring effective planning, implementation, and evaluation of services, programs, and special events. Assists the Community Services Manager on complex assignments as needed.

This position requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from the Community Services Manager in that the position is responsible for the overall operations and administration of the department. The Community Services Manager also serves as the Emergency Services Coordinator.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Develop and implement goals, objectives, policies, and priorities related to assigned program area while providing conformance to overall departmental goals and objectives.

Community Services Supervisor

- Plan, organize, coordinate, and direct the planning, development, and implementation of recreational and other community service programs.
- Meet with public groups, clubs, organizations, and agencies to explain and promote community service and recreational activities and programs related to the area of assignment.
- Identify opportunities to improve service delivery methods and resource needs. Survey community recreational resources and needs; assess and determine priorities and interest in community programs; and develop and recommend new community service programs.
- Approve and direct implementation of specific activities, plans, and procedures prepared by full-time and part-time hourly staff or volunteers.
- Assist in the preparation and administration of the Department budget, including forecasting staffing, equipment, materials, and supply needs; monitor, approve, and track expenditures.
- Prepare detailed cost estimates and supporting documentation for programs, projects, events, and budget requests.
- Monitor program and operational budgets to ensure expenditures remain within approved allocations.
- Pursue and secure grants, sponsorships, and other funding opportunities to support the recreation and community service programs; coordinate community outreach and fundraising events.
- Review and prepare reports as well as operating and activity records of various recreation programs related to the area of assignment.
- Create marketing plans using print and social media; identify and maximize program revenue.
- Prepare reports and other written material; schedule meetings, events, and special activities.
- Prepare and present agenda items for the Commissions and other City boards that the Community Services Recreation division maintains.
- Respond to complex complaints and requests for information.
- Assist with ensuring divisional integration of program or facility procedures and policies.
- Ensure all staff, contractors, and volunteers are in compliance with mandated safety rules.
- Manage and monitor activities to help prevent injuries and accidents, ensuring operational compliance with health, safety, and licensing laws.
- Coordinate community programming with other City departments and divisions and with outside agencies.
- Build positive working relationships using principles of good customer service, fostering an environment that embraces diversity, integrity, trust, and respect.
- Collaborate with Community Services Manager to seek funding opportunities that support programming.
- Manage and direct use and maintenance of facilities related to area of assignment; schedule the use of facilities; ensure order, security, and cleanliness of facility.
- Select, supervise, train and evaluate subordinate staff and volunteers.
- Make recommendations relating to division unit program or operations policies.
- Perform related duties as assigned.

JOB-RELATED QUALIFICATIONS

Knowledge of:

- Modern methods, techniques, principles and procedures used in the development and administration of recreation and leisure service programs.
- Common recreational and social needs of various age groups
- Principles and practices of supervision, training and performance evaluations.
- Pertinent local, state and federal laws, rules and regulations.
- Recreational safety rules and emergency action plans.
- Principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs through community participation.
- Public relations, social media and marketing to target diverse community groups
- De-escalation techniques and customer service.
- First aid and health standards related to assigned programs.
- Principles and practices of budget development and monitoring; principles and practices of safety and risk management.

Ability to:

- Develop and administer community-based programming suited to the needs of the community and related to area of assignment.
- Plan, organize, coordinate and direct the development and implementation of recreation programs related to the area of assignment.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Interpret and explain department policies and procedures.
- Ensure program compliance with applicable laws, rules and regulations.
- Establish key contacts within the City and surrounding areas in order to provide a comprehensive and regional approach to program planning.
- Provide emergency response applying First Aid and CPR.
- Exercise discretion in confidential matters.
- Work a flexible schedule including weekends, evenings, and irregular hours as needed.
- Maintain safe and clean facilities, including providing occasional custodial and light maintenance.
- Represent the department in meetings with governmental agencies and regulatory organizations.
- Use tact, initiative and independent judgment.
- Independently organize work, set priorities and meet critical deadlines.
- Operate computer systems and software applications.
- Analyze, interpret, and explain division policies and procedures
- Communicate clearly and concisely, both orally and in writing
- Supervise, mentor, and evaluate all staff, including volunteers. Maintain a high level of professionalism at all times and use discretion when necessary.
- Establish and maintain effective working relationships with the community, agencies, the media, and staff.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education: Possession of a bachelor's degree from an accredited college or university with major work in recreation, physical education, kinesiology, business or public administration, or a related field.

Experience: Three (3) years of progressively responsible program administration experience in community service and recreation activities, including at least one (1) year of supervisory experience.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by the time of appointment and a satisfactory driving record.
- A valid CPR and First Aid certificate within six months of appointment and recertification every two years.

PHYSICAL DEMANDS

Frequently walk, sit, talk and hear; use hands and fingers to feel or operate assigned equipment; reach with hands and arms. May be required to climb or balance, stoop, kneel, crouch, bend, twist or crawl. Repetitive hand movement and fine coordination are needed when using a computer keyboard. Required to drive a city or personal vehicle and to quickly respond to emergency situations. Ability to occasionally lift and/or move up to 25 pounds and to climb flights of stairs. Specific vision abilities include close vision and the ability to adjust focus.

ENVIRONMENTAL CONDITIONS

Work is generally performed in an office environment, requiring the incumbent to be seated for prolonged periods of time, such as when attending meetings and when entering information into a computer. The employee must be able to complete specific administrative tasks while maintaining availability to the public for inquiries.

October 6, 2026
FLSA: Exempt

COMMUNITY SERVICES SUPERVISOR

DEFINITION

Under general direction, administers and coordinates a variety of complex recreation and community services programs, including parks and community centers, social and cultural programs, sports and fitness activities,, and services for youth, adults, and seniors. Develops, implements, promotes, and evaluates recreation programs, classes, and special events. Participates in program planning, budgeting, and operational analysis to ensure effective service delivery.

This position requires exceptional customer service, sound judgment, strong written and verbal communication skills, and the ability to manage multiple priorities in a fast-paced municipal environment. Provides supervision, training, and guidance to all department staff and volunteers; assists the Community Services Manager with specialized and complex assignments; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Services Manager. Directly supervises recreation personnel, contract service providers, and volunteers.

DISTINGUISHING CHARACTERISTICS

This is a professional supervisory classification that executes complex operations and administration for the day-to-day recreation and community services programs for the City. Receives general direction from the Community Services Manager. Exercises direct supervision over all recreation personnel, independent contractors, and volunteers. Provides leadership and coordination for recreation and community services programs, ensuring effective planning, implementation, and evaluation of services, programs, and special events. Assists the Community Services Manager on complex assignments as needed.

This position requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from the Community Services Manager in that the position is responsible for the overall operations and administration of the department. The Community Services Manager also serves as the Emergency Services Coordinator.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Develop and implement goals, objectives, policies, and priorities related to assigned program area while providing conformance to overall departmental goals and objectives.

Community Services Supervisor

- Plan, organize, coordinate, and direct the planning, development, and implementation of recreational and other community service programs.
- Meet with public groups, clubs, organizations, and agencies to explain and promote community service and recreational activities and programs related to the area of assignment.
- Identify opportunities to improve service delivery methods and resource needs. Survey community recreational resources and needs; assess and determine priorities and interest in community programs; and develop and recommend new community service programs.
- Approve and direct implementation of specific activities, plans, and procedures prepared by full-time and part-time hourly staff or volunteers.
- Assist in the preparation and administration of the Department budget, including forecasting staffing, equipment, materials, and supply needs; monitor, approve, and track expenditures.
- Prepare detailed cost estimates and supporting documentation for programs, projects, events, and budget requests.
- Monitor program and operational budgets to ensure expenditures remain within approved allocations.
- Pursue and secure grants, sponsorships, and other funding opportunities to support the recreation and community service programs; coordinate community outreach and fundraising events.
- Review and prepare reports as well as operating and activity records of various recreation programs related to the area of assignment.
- Create marketing plans using print and social media; identify and maximize program revenue.
- Prepare reports and other written material; schedule meetings, events, and special activities.
- Prepare and present agenda items for the Commissions and other City boards that the Community Services Recreation division maintains.
- Respond to complex complaints and requests for information.
- Assist with ensuring divisional integration of program or facility procedures and policies.
- Ensure all staff, contractors, and volunteers are in compliance with mandated safety rules.
- Manage and monitor activities to help prevent injuries and accidents, ensuring operational compliance with health, safety, and licensing laws.
- Coordinate community programming with other City departments and divisions and with outside agencies.
- Build positive working relationships using principles of good customer service, fostering an environment that embraces diversity, integrity, trust, and respect.
- Collaborate with Community Services Manager to seek funding opportunities that support programming.
- Manage and direct use and maintenance of facilities related to area of assignment; schedule the use of facilities; ensure order, security, and cleanliness of facility.
- Select, supervise, train and evaluate subordinate staff and volunteers.
- Make recommendations relating to division unit program or operations policies.
- Perform related duties as assigned.

JOB-RELATED QUALIFICATIONS

Knowledge of:

- Modern methods, techniques, principles and procedures used in the development and administration of recreation and leisure service programs.
- Common recreational and social needs of various age groups
- Principles and practices of supervision, training and performance evaluations.
- Pertinent local, state and federal laws, rules and regulations.
- Recreational safety rules and emergency action plans.
- Principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs through community participation.
- Public relations, social media and marketing to target diverse community groups
- De-escalation techniques and customer service.
- First aid and health standards related to assigned programs.
- Principles and practices of budget development and monitoring; principles and practices of safety and risk management.

Ability to:

- Develop and administer community-based programming suited to the needs of the community and related to area of assignment.
- Plan, organize, coordinate and direct the development and implementation of recreation programs related to the area of assignment.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Interpret and explain department policies and procedures.
- Ensure program compliance with applicable laws, rules and regulations.
- Establish key contacts within the City and surrounding areas in order to provide a comprehensive and regional approach to program planning.
- Provide emergency response applying First Aid and CPR.
- Exercise discretion in confidential matters.
- Work a flexible schedule including weekends, evenings, and irregular hours as needed.
- Maintain safe and clean facilities, including providing occasional custodial and light maintenance.
- Represent the department in meetings with governmental agencies and regulatory organizations.
- Use tact, initiative and independent judgment.
- Independently organize work, set priorities and meet critical deadlines.
- Operate computer systems and software applications.
- Analyze, interpret, and explain division policies and procedures
- Communicate clearly and concisely, both orally and in writing
- Supervise, mentor, and evaluate all staff, including volunteers. Maintain a high level of professionalism at all times and use discretion when necessary.
- Establish and maintain effective working relationships with the community, agencies, the media, and staff.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education: Possession of a bachelor's degree from an accredited college or university with major work in recreation, physical education, kinesiology, business or public administration,or a related field.

Experience: Three (3) years of progressively responsible program administration experience in community service and recreation activities, including at least one (1) year of supervisory experience.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by the time of appointment and a satisfactory driving record.
- A valid CPR and First Aid certificate within six months of appointment and recertification every two years.

PHYSICAL DEMANDS

Frequently walk, sit, talk and hear; use hands and fingers to feel or operate assigned equipment; reach with hands and arms. May be required to climb or balance, stoop, kneel, crouch, bend, twist or crawl. Repetitive hand movement and fine coordination are needed when using a computer keyboard. Required to drive a city or personal vehicle and to quickly respond to emergency situations. Ability to occasionally lift and/or move up to 25 pounds and to climb flights of stairs. Specific vision abilities include close vision and the ability to adjust focus.**ENVIRONMENTAL CONDITIONS**

Work is generally performed in an office environment, requiring the incumbent to be seated for prolonged periods of time, such as when attending meetings and when entering information into a computer. The employee must be able to complete specific administrative tasks while maintaining availability to the public for inquiries.

October 2026
FLSA: Non-Exempt

RECREATION PROGRAM COORDINATOR (1 YEAR LTD)

DEFINITION

Under general supervision, plans, organizes, coordinates, and provides direction and oversight for one or more recreation programs and/or facilities; implements programs which may include: youth programs, youth and adult sports, summer programs, special interest classes, and community events; monitors facilities for maintenance and safety concerns; provides administrative support and program assistance to management in area of expertise; fosters cooperative working relationships with various public and private groups; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises technical and functional direction over part time staff or contractors. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Incumbents are responsible for inspecting, planning, scheduling, and directing the operations, reservations, and services of recreation facilities to ensure that facilities are safe and effective for various events and to provide the highest level of customer satisfaction for public use. Performs the full range of routine to complex program coordination, administrative, and/or day-to-day operational responsibilities. This class is distinguished from the Recreation Services Supervisor in that the latter is the full supervisory-level class and has overall program, budgetary, and administrative responsibility for multiple recreation activities and facilities or a comprehensive recreational program.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures, including standard operating procedures for assigned programs and facilities.
- Plans, supervises, coordinates, reviews, and evaluates one or more recreation programs, activities, and/or systems at one or multiple sites; establishes schedules and methods for providing community and recreation services; recommends improvements or modifications.
- Supervises, coordinates, and participates in the day-to-day operations of one or more recreation programs and/or facilities.
- Assists in the recruitment and selection of staff and provides recommendations; provides supervision, training, orientation, and guidance to assigned staff; prepares weekly and daily schedules; provides input and documentation for performance evaluations.

- Works with community groups and residents in the development and coordination of recreation programs or services; oversees and coordinates scheduling of activities, games, and events.
- Develops requests for proposal (RFP), memoranda of understanding (MOU), license agreements, and professional services agreements (PSA) between the City, vendors, and non-profit organizations related to a variety of parks and recreation programs, services, activities, and facilities; ensures proper public noticing consistent with City ordinance and regulatory requirements; routes agreements through appropriate internal City and department processes.
- Monitors contract agreements with service providers; recruits, hires, trains, and supervises contract employees.
- Coordinates the application and permitting processes for use of City facilities by outside organizations and the general public, and for special events; reviews applications and tentative use permits, and includes permitting conditions when necessary; reviews requirements with applicants to ensure compliance with permit conditions.
- Estimates costs of supplies and materials; orders supplies and materials for projects and activities; maintains records of purchase orders; assists in developing budget figures for specified areas; monitors expenditures and revenues.
- Researches available grants and makes recommendations to department management; drafts narrative for grant applications and ensures that required supporting documentation is included; coordinates these efforts with other divisions and City departments as necessary.
- Plans, staffs, supervises, and implements assigned special events.
- Acts as a representative to patrons and residents regarding questions, problems, concerns, and activities in the provision of recreation program operations, activities, and services.
- Participates in ensuring compliance with relevant health, safety, permitting, and licensing laws and guidelines; maintains and updates all records required by Federal, State, and local regulatory agencies including ensuring compliance for insurance and liability coverage.
- Travels to assigned program sites to monitor program activities.
- Monitors the proper and safe use of program facilities by the general public; patrols recreational facilities to ensure adherence to rules and ordinances; interprets and applies policies, procedures, laws, codes, and regulations; assists in education about the enforcement of rules and regulations.
- Creates marketing materials for recreational programs, including developing and preparing brochures, flyers, newsletters, and other materials; maintains and updates informational kiosks and websites as needed.
- Maintains accurate records of services and activities, including recreation schedules, program participation and analysis, revenues, expenditures, grants, contract programs, accidents, and vandalism.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of providing functional direction and training.
- Principles, practices, and service delivery needs related to the program area(s) to which assigned.
- Procedures for planning, implementing, and maintaining a variety of recreation and leisure activities and programs.
- Principles and practices of recreation program development, implementation, review, and evaluation.
- Recreational, cultural, age-specific, and social needs of the community.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to the program area(s) and facilities to which assigned.

- Principles and practices of program administration, including budgeting, purchasing, and basic supervision.
- Recreation site management and oversight.
- Safety principles and practices, including basic first aid and adult and/or child cardiopulmonary resuscitation (CPR) methods.
- Applicable safety precautions and procedures related to the program area(s) and facilities to which assigned.
- Principles and practices of basic public relations techniques.
- Principles and procedures of record-keeping, cash handling, and report preparation.
- Business arithmetic and statistical techniques.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Plan, oversee, coordinate, review, and evaluate recreation program operations and activities, as well as staff, contractors, and volunteers.
- Plan and prepare recreation activity schedules, staffing schedules, reports, and other related program materials.
- Understand the organization and operation of recreation programs and facilities necessary to assume assigned responsibilities.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Handle medical emergencies and injuries in a calm and effective manner, including providing basic first aid and adult and/or child cardiopulmonary resuscitation (CPR).
- Recommend and administer program and project budgets after approval.
- Make accurate business arithmetic and statistical computations; accurately process cash transactions.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to an associate degree in recreation or a related field and two (2) years of experience in recreation leadership and programs including at least six (6) months of lead or supervisory experience.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of, or ability to obtain, CPR and First Aid certifications.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office and/or recreation facility setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees predominately work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Incumbents partially work in the field and may be exposed to blood and body fluids rendering First Aid and CPR and are required to wear appropriate attire for the recreation activity to which they are assigned. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Must be willing to work weekend and evening hours.

Community Services Supervisor (MEA)						
		Step A	Step B	Step C	Step D	Step E
Hourly		48.7184	51.1544	53.7121	56.3977	59.2176
Bi-Weekly		3,897.48	4,092.35	4,296.97	4,511.81	4,737.41
Monthly		8,444.53	8,866.76	9,310.09	9,775.60	10,264.38
Annual		101,334.36	106,401.08	111,721.13	117,307.19	123,172.55

Recreation Program Coordinator (1 Year LTD) (Non Bargaining- SEIU)						
		Step A	Step B	Step C	Step D	Step E
Hourly		38.1329	40.0395	42.0415	44.1436	46.3507
Bi-Weekly		3,050.63	3,203.16	3,363.32	3,531.48	3,708.06
Monthly		6,609.70	6,940.18	7,287.19	7,651.55	8,034.13
Annual		79,316.36	83,282.18	87,446.29	91,818.60	96,409.53

Police Recruit (Temporary- Non Bargaining)						
Hourly						44.6101
Bi-Weekly						1,784.40
Monthly						3,866.21
Annual						46,394.50

FULLY-LOADED COMPENSATION ANALYSIS — ASSUMPTIONS

East Palo Alto PD Police Recruit | Academy Phase Only | FY 2024-25

Assumption / Parameter	Value	Unit	Confidence
SECTION A — ANNUAL HOURS & SALARY BASIS			
Annual working hours (standard)	2080	*hrs/yr*	✓ Standard
EPA recruit base rate — current	30	*$/hr*	✓ Confirmed
EPA recruit base rate — recommended	44.61	*$/hr*	✓ HR proposed
EPA recruit annual salary — current	62400	*$/yr*	✓ Calculated
EPA recruit annual salary — recommended	92789	*$/yr*	✓ Calculated
SECTION B — EMPLOYER PAYROLL TAXES (excluded from benchmarking — uniform across all ag			
Social Security — employer share [EXCLUDED from benchmarking — same for all agencies]	0.062	*% of wages*	✓ Statutory
Medicare — employer share [EXCLUDED — statutory, uniform]	0.0145	*% of wages*	✓ Statutory
FUTA [EXCLUDED — statutory, uniform]	0.006	*% of wages*	✓ Typical
California SUI [EXCLUDED — approximately uniform across CA public agencies]	0.034	*% of wages*	⚠ Avg
CA SDI — employer share (2024+)	0	*% of wages*	✓ 2024 law
SECTION C — CALPERS: KEY ANALYTIC DISTINCTION FOR RECRUIT PHASE			
EPA recruit CalPERS tier during academy	EPRA Misc 2%@62	*formula*	✓ Confirmed
Typical CalPERS PEPRA Misc employer rate (normal cost only)	0.0787	*% of payroll*	✓ CalPERS
EPA sworn safety CalPERS — employer normal cost (Classic)	0.2	*% of payroll*	⚠ Est

Peer agency sworn safety CalPERS — employer rate range	18% – 30%	*% of payroll*	✓ Published
Daly City recruit — NO CalPERS	None	*N/A*	✓ Confirmed

SECTION D — HEALTH INSURANCE (Employer cost for recruit phase)

Kaiser HMO monthly premium — employee only (2024)	908.16	*$/mo*	⚠ Est
EPA employer health contribution — recruit phase	0	*% paid*	✓ Confirmed
Peer agencies with full health during recruit phase	Yes — most	*note*	⚠ Varies
Employer health cost — sworn officer full benefit	10897.92	*$/yr employer*	⚠ Est

SECTION E — OTHER EMPLOYER BENEFITS (annual, per employee)

Workers Compensation — police/safety rate	0.1	*% of wages*	⚠ Est
Employer life insurance cost — annual	180	*$/yr*	⚠ Est
Employer LTD cost — annual	360	*$/yr*	⚠ Est
Uniform/equipment allowance — employer cost	1200	*$/yr*	⚠ Est

SECTION F — WHAT RECRUIT RECEIVES (value perspective)

CalPERS value to recruit — PEPRA Misc rate	0.08	*% of wages*	⚠ Est
CalPERS value to recruit — sworn safety Classic	0.17	*% of wages*	⚠ Est

CONFIDENCE KEY: ✓ Confirmed from official source | ⚠ Estimated / survey-only | ✗ Not available

Source / Notes
US standard: 52 weeks × 40 hrs/wk
City of East Palo Alto Police Recruit brochure 2024; CalOpps listing
EPA HR recommendation: 10% below sworn Step A ($49.57/hr); Side Letter context
30 x 2,080 hrs (standard annual hours)
44.61 x 2,080 hrs (HR recommended rate x standard hours)

ɹencies)

IRS: OASDI employer rate. Applies to wages up to $168,600 (2024 wage base). All police recruits in sample earn below this threshold.
IRS: HI employer rate. Flat rate, no wage cap.
Standard net FUTA rate after 5.4% SUTA credit. Capped at $7,000 in wages.
CA base SUI rate for new/small employers ~3.4%. Varies by agency experience; used as conservative uniform assumption across agencies.
CA SB 951 effective Jan 1, 2024: no employer SDI contribution. Employee pays full SDI (1.1% uncapped).

CalOpps EPA Police Recruit listing confirms: recruits enrolled as PEPRA Miscellaneous (2%@62) during academy. Sworn safety CalPERS (2.5%@55 Classic / 2%@62 PEPRA Safety) activates upon swearing-in. This is a critical finding: EPA's employer CalPERS cost for recruits is LOWER than for sworn officers.
CalPERS FY2024-25 Public Agency list: PEPRA Miscellaneous normal cost = 7.87% for most agencies. Used for EPA recruit phase. Note: full employer rate = normal cost + UAL; UAL portion varies by agency and is not applicable to PEPRA new hires at same magnitude as classic tier.
Estimated based on Bay Area safety agency range 18-28%. EPA's exact rate requires CPRA/budget request. Used for sworn officer comparison only, not recruit analysis.

Observed range from city budgets: South SF ~24%, Oakland ~26%, Palo Alto safety ~32% at peak (FY2025 budget). Varies significantly by agency funded status.
Daly City recruits are temporary employees. Benefits: Workers' Comp + Unemployment Ins + Medicare only. No CalPERS enrollment. Confirmed via CalOpps listing.

CalPERS health rates FY2024: Kaiser NorCal Region 4 (Bay Area) employee-only ~$908/mo. Exact rate varies by plan region and employer contract. Used as uniform baseline.
EPA recruits are non-sworn. Per Benefits PDF and CalOpps: health benefits during academy are limited (non-sworn civilian package). EPA does NOT pay full sworn officer health premium during recruit phase. Employer contribution treated as $0 for recruit phase; full benefits activate at swearing-in.
Most agencies (SM Co. Sheriffs, South SF, Oakland, Palo Alto) cover sworn recruits with full medical from day 1. Some agencies (Daly City — temp, Foster City — noted no benefits) do not. See agency-level notes in main sheet.
Annualized Kaiser NorCal employee-only premium. Agencies paying 100% employee health = ~$10,898/yr employer cost. Some agencies pay dependent coverage additional.

CA police WC rates: 8-15% of wages for sworn officers. Used 10% as mid-range estimate. Varies significantly by agency claim history and pooling arrangement (PARSAC, PRISM, CAJPIA, etc.).
Typical for $25,000 group term life policy. EPA Benefits PDF confirms city-paid life insurance.
Typical for 60% income replacement LTD policy. EPA Benefits PDF confirms city-paid LTD.
Typical for sworn officers in training. Varies by agency. Not confirmed individually per agency.

Actuarial value of PEPRA 2%@62 benefit to a typical new hire ~8% of salary (CalPERS normal cost = combined EE+ER cost; employee value portion). Conservative estimate.
Actuarial value of Classic 2.5%@55 or 3%@55 safety benefit ~17-22% of salary. Used 17% as conservative floor. Agency cost is higher due to UAL.

FULLY-LOADED COMPENSATION — POLICE RECRUIT (ACADEMY PHASE) |

Employer Cost = Base salary + CalPERS (employer) + Health insurance (employer) + Workers Comp / Life / LTD | F

Blue = confirmed hardcoded input | Black = formula | See Assumptions sheet for all sources and confidence levels

AGENCY	GRP	BASE HOURLY	BASE ANNUAL	— EMPLOYER COST (excl.	
Agency	Grp	Hourly $/hr	Annual $/yr	CalPERS Employer $/yr	Health Ins (Employer) $/yr
East Palo Alto PD — CURRENT ($30.00) ★	EPA	**$30.00**	**$62,400**	$4,911	$0
East Palo Alto PD — RECOMMENDED ($44.61) ★	EPA	**$44.61**	**$92,789**	$7,302	$0
Palo Alto PD	SC Co.	$59.76	$124,301	$34,804	$10,898
San Mateo County Sheriffs	SM Co.	$57.38	$119,350	$29,838	$10,898
Daly City PD ⚠ OUTLIER	SM Co.	$55.27	$114,962	$0	$0
SFPD	SF	$53.89	$112,091	$24,660	$10,898
South SF PD	SM Co.	$52.53	$109,262	$26,223	$10,898
Foster City PD	SM Co.	$49.96	$103,917	$22,862	$0
Burlingame PD	SM Co.	$49.51	$102,981	$22,656	$10,898
SF County Sheriffs	SF	$44.70	$92,976	$20,455	$10,898
Oakland PD	ALA	$42.02	$87,402	$22,724	$10,898
Fremont PD	ALA	$41.00	$85,280	$18,762	$10,898

Hayward PD	ALA	$38.78	$80,662	$17,746	$10,898
Belmont PD	SM Co.	$38.20	$79,456	$17,480	$10,898

SUMMARY STATISTICS		
Metric		
Peer average (excl. EPA, excl. Daly City outlier)		
EPA — Current ($30.00/hr)		
EPA — Recommended ($44.61/hr)		
Gap: Peer avg vs. EPA current (EPA is below by)		
Gap: Peer avg vs. EPA recommended (remaining gap)		

METHODOLOGY:

- *Employer Cost = Base salary + CalPERS/pension employer contribution + Health insurance (employer-paid premium)*
- *Payroll taxes (FICA, FUTA, SUI) are EXCLUDED. They are uniform statutory rates across all agencies and do not refle*
- *Recruit-Received Value = Base salary + Actuarial value of pension benefit to recruit + Employer-paid health premium v*
- *EPA CalPERS: Recruits enrolled in PEPRA Miscellaneous (~7.87% employer rate) during academy, NOT sworn safety*
- *CalPERS rates for non-EPA agencies are estimates based on available budget documents and CA safety plan ranges.*
- *Health insurance baseline: Kaiser NorCal Bay Area FY2024 employee-only premium ~$908/mo ($10,898/yr). Agencies*
- *Daly City excluded from all peer averages as a structural outlier (temporary employee, no CalPERS, no health).*

| FY 2024-25

Payroll taxes EXCLUDED — uniform across all agencies, not a benchmarking variable

payroll taxes)					NOTES / ASSUM
WC + Life + LTD $/yr	TOTAL ER Cost $/yr	TOTAL ER Cost $/hr	Base Salary $/yr	CalPERS Value to Recruit $/yr	Health Value to Recruit $/yr
$6,780	**$74,091**	**$35.62**	**$62,400**	$4,992	$0
$9,819	**$109,910**	**$52.84**	**$92,789**	$7,423	$0
$12,970	$182,973	$87.97	$124,301	$21,131	$10,898
$12,475	$172,561	$82.96	$119,350	$20,290	$10,898
$12,036	$126,998	$61.06	$114,962	$0	$0
$11,749	$159,398	$76.63	$112,091	$19,056	$10,898
$11,466	$157,849	$75.89	$109,262	$18,575	$10,898
$10,932	$137,710	$66.21	$103,917	$17,666	$0
$10,838	$147,373	$70.85	$102,981	$17,507	$10,898
$9,838	$134,167	$64.50	$92,976	$15,806	$10,898
$9,280	$130,304	$62.65	$87,402	$14,858	$10,898
$9,068	$124,008	$59.62	$85,280	$14,498	$10,898

$8,606	$117,912	$56.69	$80,662	$13,713	$10,898
$8,486	$116,320	$55.92	$79,456	$13,508	$10,898

	Total ER Cost $/yr	ER Cost $/hr
	$143,689	**$69.08**
	$74,091	**$35.62**
	$109,910	**$52.84**
	$69,598	**$33.46**
	$33,778	**$16.24**

+ Workers Comp (~10% wages) + Life insurance ($180/yr) + LTD ($360/yr).

ect compensation competitiveness.

alue.

plan. This lowers EPA's employer cost but also lowers recruit's pension value vs. peers enrolled in safety pl

. Exact rates require CPRA requests to each agency.

s marked with $0 health are confirmed or noted as providing no health coverage during recruit phase.

IPTIONS			
TOTAL Recruit Value $/yr	vs. EPA Recruit Value $	Notes	
$67,392	—	*CRITICAL: EPA recruits enrolled CalPERS PEPRA Miscellaneous (2%@62) during academy — NOT sworn safety plan. Employer CalPERS cost = ~7.87% (PEPRA Misc normal cost). No*	
$100,212	$32,820	*Same CalPERS benefit structure as current EPA. Only change is base rate to $44.61 (10% below sworn Step A $49.57). Employer CalPERS cost rises proportionally with wage.*	
$156,330	$88,938	*Sworn safety from day 1. Confirmed rate $124,301/yr (official posting Aug 2025). CalPERS Classic 3%@55. Employer rate ~28% (Palo Alto FY2025 budget safety normal cost component). Health: 100%*	
$150,538	$83,146	*Rate from internal EPA survey. Sworn safety from day 1. CalPERS employer rate est. 25% (SM County typical safety plan). Full health benefits.*	
$114,962	$47,570	*⚠ STRUCTURAL OUTLIER: Temporary employee status. Benefits = Workers Comp + Unemployment + Medicare ONLY. NO CalPERS. NO health insurance. High hourly masks very low*	
$142,045	$74,653	*Uses SFERS (SF Employees Retirement System), not CalPERS. Employer SFERS safety rate ~22%. 32-week paid academy. Full benefits from day 1. Health via SFHSS.*	
$138,735	$71,343	*Named in EPA internal communications as actively poaching EPA recruits. Sworn safety from day 1. Rate from internal EPA survey. CalPERS est. 24%.*	
$121,583	$54,191	*Internal EPA survey. Survey noted 'No benefits.' CalPERS status uncertain — using estimated 22% employer rate but health = $0 per survey note. Confidence LOW on benefits.*	
$131,386	$63,994	*Internal EPA survey. Benefits status unclear. Assumed standard sworn safety package. Confidence LOW.*	
$119,680	$52,288	*Internal EPA survey. SFERS like SFPD. Full benefits from day 1.*	
$113,158	$45,766	*Confirmed rate (Bandana Resources, Feb 2025). CalPERS Safety employer est. 26% (Oakland published pension costs). Full benefits day 1.*	
$110,676	$43,284	*~$41/hr estimated from Fremont MOU 2022-2025. CalPERS est. 22%. Full sworn benefits assumed. Confidence MEDIUM.*	

$105,273	$37,881	*Confirmed via CalOpps. CalPERS est. 22%. Full sworn benefits. NOTE: Also offers $10,000 signing bonus (4 payments) — not reflected in hourly rate.*
$103,862	$36,470	*Internal EPA survey. Named in EPA communications as actively poaching recruits. CalPERS est. 22%. Full sworn benefits assumed.*

Total Recruit Value $/yr
$126,660
$67,392
$100,212
$59,268
$26,448

ans (18-30% employer rate, 2.5%@55 Classic benefit).

KEY FINDINGS — FULLY-LOADED COMPENSATION ANALYSIS

East Palo Alto PD Police Recruit | Academy Phase | FY 2024-25

Metric	Employer Cost ($/yr)	Recruit Receives ($/yr)
— EPA CURRENT ($30.00/hr) —		
Base annual salary	**$62,400**	**$62,400**
CalPERS employer cost (PEPRA Misc 7.87% — NOT sworn safety)	**$4,911**	**N/A — recruit receives PEPRA Misc benefit, ~$4,992/yr value**
Health insurance — employer contribution during academy	**$0**	**$0**
Payroll taxes (employer)	**$7,270**	**Not a recruit benefit**
Workers Comp + Life/LTD (est.)	**$6,780**	**Not a direct cash benefit**
TOTAL EMPLOYER COST (est.)	**$81,360**	**~$62,400 + benefits valued at ~$5,000**
— EPA RECOMMENDED ($44.61/hr) —		
Base annual salary	**$92,789**	**$92,789**
CalPERS employer cost (PEPRA Misc 7.87%)	**$7,302**	**~$7,422/yr CalPERS value to recruit**
TOTAL EMPLOYER COST (est.)	**$120,720**	**~$92,789 + benefits valued at ~$7,400**
— PEER AVERAGE (excl. Daly City outlier) —		
SM County peer average employer cost (est.)	**~$120,000–$135,000**	**~$100,000–$115,000 value**
Full dataset peer average employer cost (est.)	**~$110,000–$125,000**	**~$90,000–$110,000 value**
— KEY INSIGHT: THE DALY CITY LESSON —		
Daly City employer cost (high hourly, no benefits)	**$140,391**	**~$57,681 — recruit receives ONLY salary (no CalPERS, no health)**
Daly City recruit RECEIVES in total compensation	**N/A**	**$114,962**
Despite highest SM Co. hourly rate, Daly City recruit total value ≈ EPA current recruit total		

CONCLUSION:

1. On a FULLY-LOADED basis, EPA's employer cost per recruit is significantly lower than peers — not just becaus
EXPENSIVE pension tier (PEPRA Misc, not sworn safety). EPA's total employer cost per recruit is estimated at ~$

2. From the RECRUIT'S PERSPECTIVE, the gap is equally stark. EPA recruits receive approximately $62,400–$6
no health). Peers receive $85,000–$130,000+ including sworn safety CalPERS and full health.

3. The $44.61/hr recommendation narrows but does not fully close either gap. It would raise EPA's total employer c
— competitive with the lower-middle of the peer range.

4. THE DALY CITY LESSON: Despite paying the highest hourly rate among SM County CSM peers, Daly City prov
COMPENSATION VALUE is similar to EPA's current level — illustrating that hourly rate alone is a misleading metr
analysis.

44.61 51.03384
51.02 44.3874

Notes

44.61009615

e of lower pay, but because EPA recruits are enrolled in a LESS
80,000–$90,000/yr vs. peer average of ~$110,000–$135,000/yr.

7,000 in total compensation value (salary + modest PEPRA pension value,

cost to ~$115,000–$120,000 and the recruit's received value to ~$100,000

vides recruits with essentially no benefits. A Daly City recruit's TOTAL
ic and validates the city manager's instinct to request a fully-loaded

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Breast Cancer Awareness Month Proclamation

Recommendation

Present the Breast Cancer Awareness Month Proclamation

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO DECLARING OCTOBER 2026 AS BREAST CANCER AWARENESS MONTH

WHEREAS, Breast Cancer Awareness Month, observed each October, provides an opportunity to increase awareness of breast cancer, encourage early detection and screening, and recognize the individuals, families, healthcare professionals, researchers, and organizations working to prevent and treat this disease; and

WHEREAS, breast cancer is one of the most commonly diagnosed cancers among women, and early detection through recommended screening and timely follow-up can improve treatment options and outcomes; and

WHEREAS, breast cancer affects people of all backgrounds and communities, while disparities in access to screening, diagnosis, treatment, and supportive services can contribute to differences in health outcomes; and

WHEREAS, increasing awareness and access to reliable health information can empower individuals to speak with their healthcare providers about breast health, understand their personal risk factors, and make informed decisions regarding screening and preventive care; and

WHEREAS, those affected by breast cancer, including survivors, individuals currently undergoing treatment, caregivers, families, and loved ones, deserve compassion, support, and access to quality healthcare and community resources; and

WHEREAS, the City of East Palo Alto recognizes the importance of education, prevention, early detection, research, and equitable access to healthcare services in the effort to reduce the impact of breast cancer on individuals and families; and

WHEREAS, Breast Cancer Awareness Month serves as a time to honor those whose lives have been affected by breast cancer, remember those who have lost their lives to the disease, and recognize the ongoing efforts to improve prevention, treatment, and survivorship.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of East Palo Alto hereby recognizes **October 2026 as Breast Cancer Awareness Month** in the City of East Palo Alto and encourages residents to learn about breast cancer, discuss breast health and screening with their healthcare providers, support those affected by breast cancer, and participate in efforts that promote awareness, prevention, early detection, and equitable access to care.

Date: October 6, 2026

Webster Lincoln, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Proclamation for Native American Day

Recommendation

Present the Proclamation for Native American Day.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO DECLARING SEPTEMBER 25, 2026 AS NATIVE AMERICAN DAY

WHEREAS, Native American Day is observed in California to recognize and honor the rich history, cultures, traditions, and contributions of Native American peoples; and

WHEREAS, Native peoples have lived on and cared for the lands now known as California since time immemorial, maintaining deep cultural, spiritual, and familial connections to the land, waterways, and natural environment; and

WHEREAS, the lands that encompass the City of East Palo Alto and the surrounding San Francisco Bay Area are part of the ancestral homelands of Indigenous peoples, whose communities, traditions, and stewardship continue to shape the region; and

WHEREAS, Native American communities have made significant contributions to the cultural, social, economic, educational, environmental, and civic life of California and the United States; and

WHEREAS, Native American Day provides an opportunity to recognize the resilience and strength of Native peoples, celebrate their diverse cultures and traditions, and acknowledge the importance of preserving Indigenous languages, histories, arts, and cultural practices for future generations; and

WHEREAS, it is important to promote greater understanding and awareness of Native American history, including the experiences of Indigenous peoples throughout California and the enduring impacts of historical policies and actions on Native communities; and

WHEREAS, the City of East Palo Alto recognizes the importance of honoring Indigenous peoples and supporting efforts that promote respect, education, cultural preservation, and meaningful understanding of Native American communities and their contributions; and

WHEREAS, Native American Day encourages all residents to learn more about the histories and cultures of Native peoples and to recognize the continuing presence and contributions of Native American communities.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of East Palo Alto hereby recognizes **September 25, 2026, as Native American Day** in the City of East Palo Alto and encourages all residents to honor and celebrate the rich histories, cultures, traditions, resilience, and contributions of Native American peoples.

Date: October 6, 2026

Webster Lincoln, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Proclamation for Age Up Day

Recommendation

Present the Age Up Day Proclamation

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO DECLARING OCTOBER 8, 2026 AS AGEUP DAY

WHEREAS, AgeUp has served older adults and people with disabilities living in long-term care facilities throughout San Mateo County, including the City of East Palo Alto, for 25 years; and

WHEREAS, AgeUp's Long-Term Care Ombudsman Program is a mandated, free, and confidential service that advocates for residents' rights, investigates complaints of abuse and neglect, and resolves concerns on behalf of residents who cannot always advocate for themselves; and

WHEREAS, in the past year alone, AgeUp held 281 events reaching 4,687 people through its Kindness Crew, Friendly Visitor, and community education programs and made 4,067 facility visits through its Ombudsman Program; and proclamation

WHEREAS, AgeUp's community programs — including Friendly Visitors, Phone Buddies, Kindness Crew, Camp AgeUp, and Advanced Healthcare Directive workshops — address social isolation and support older adults in staying active, informed, and connected; and

WHEREAS, AgeUp's 25 years of advocacy, protection, and resolution have given residents of long-term care facilities and their families a voice and a safeguard when they need one most; and

WHEREAS, AgeUp Day provides an opportunity to recognize and celebrate AgeUp's longstanding commitment to protecting the dignity, rights, independence, and well-being of older adults and people with disabilities, while raising awareness of the vital services available to individuals and families throughout our community; and

WHEREAS, the City of East Palo Alto is proud to recognize AgeUp's 25 years of dedicated service and encourages residents to join in celebrating the organization's contributions to creating a more connected, compassionate, and supportive community for older adults and people with disabilities;

NOW, THEREFORE, I, Webster Lincoln, Mayor of the City of East Palo Alto, on behalf of the City Council, do hereby proclaim October 8, 2026, as **"AGEUP DAY"** in the City of East Palo Alto, and encourage all residents to recognize and celebrate AgeUp's 25 years of service to older adults and people with disabilities in our community.

Date: October 6, 2026

_____

Webster Lincoln, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Ana Maria Torres-Mondragon, Human Resource Manager
Nancy Murguia, Management Analyst II

SUBJECT: Award Agreements with Robert Half, Inc. and 22nd Century Technologies, Inc. for On-Call Administrative and Technical Staffing Support

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate, and execute agreements with Robert Half, Inc. and 22nd Century Technologies, Inc. for On-Call Administrative and Technical Staffing Support, in forms approved by the City Attorney, for a not-to-exceed amount per vendor of Two Hundred Thousand Dollars ($200,000.00) and for a term through May 31, 2029, provided that each agreement extends to the City the pricing and terms of HGACBuy Contract TS06-25. Any extension of the term beyond May 31, 2029, shall require approval of the City Council.

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

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 3: Ensure Our Financial and Organizational Health

Executive Summary

The proposed on-call staffing agreements will provide the City with a flexible resource for addressing temporary vacancies, workload fluctuations, specialized staffing needs, and other short-term operational demands. Establishing agreements with two staffing firms will provide

Background

On September 5, 2023, the City Council approved an award of $500,000.00 to a pool of agencies for On-Call Administrative and Technical Staffing Support. Through these various agreements, the City was able to supplement existing departmental staffing resources and address immediate and short-term staffing needs.

During the contract period, on-call staffing services were utilized to support various City operations, including Community and Economic Development, Public Works, Finance Department and other various administrative and technical placements. These temporary staffing resources provided departments with additional capacity during periods of vacancies, leaves of absence, increased workloads, and other operational needs.

The City continues to experience vacancies and fluctuating staffing needs across multiple departments. Extended vacancies can place additional workload on existing employees, particularly when staff must absorb the responsibilities of vacant positions in addition to their regular duties. This can affect operational capacity, response times, productivity, and the City's ability to maintain consistent service levels or redeploy City staff to respond to an emergency while contract staff support regular operations.

Analysis

Based on the City's continued need for temporary administrative and technical staffing support, staff recommend establishing new on-call agreements with Robert Half, Inc. and 22nd Century Technologies, Inc.

The proposed agreements would each have a not-to-exceed amount of two hundred thousand dollars ($200,000.00) for a term ending May 31, 2029. The proposed amount represents a maximum authorization rather than guaranteed expenditure. The combined not-to-exceed amount for both agreements is four hundred thousand dollars ($400,000.00). Departments would request staffing services based on actual operational needs, available appropriations, and applicable City procedures.

Maintaining agreements with two staffing firms will provide the City with greater flexibility and access to a broader pool of candidates. Depending on the position, required qualifications, availability of candidates, timing, and departmental needs, the City can utilize the firm that is best positioned to provide an appropriate temporary resource.

Benefits of On-Call Staffing Support:

Continuing on-call support staffing services provides several operational benefits:

1. **Operational Continuity.** Temporary staff can help maintain essential functions when regular employees are unavailable because of vacancies, leave, illness, vacation, or other unexpected circumstances. This allows departments to continue critical administrative and technical activities without significant interruption.

2. **Workforce Flexibility.** Staffing needs can fluctuate based on workload, special projects, grant requirements, seasonal activities, and other temporary circumstances. On-call staffing allows the City to scale staffing resources up or down as operational needs change.

3. **Support During Extended Vacancies.** When recruitment for a permanent position takes an extended period, temporary staffing can provide interim capacity while the City completes the recruitment and hiring process. This reduces the amount of time existing employees must absorb the responsibilities of a vacant position.

4. **Specialized and Technical Expertise.** Certain assignments may require specific administrative, technical, analytical, or professional skills. Staffing firms can assist the City in identifying candidates with experience and qualifications suited to a particular assignment.

5. **Improved Productivity and Employee Capacity.** Temporary staffing can help reduce the workload placed on existing employees during periods of understaffing. Providing additional capacity allows regular employees to remain focused on their core responsibilities and departmental priorities.

6. **Cost and Resource Management.** On-call staffing provides the City with interim capacity when the need is temporary or uncertain, while permanent positions are filled through the City's recruitment and hiring process. The City incurs costs based on actual services requested rather than maintaining a permanent position solely to address a short-term staffing need.

7. **Rapid Response.** Establishing agreements in advance allows departments to access staffing resources more quickly when an immediate or unexpected need arises. This reduces the time required to identify and contract with a staffing provider for each individual assignment.

Cooperative Purchasing Agreement:

To efficiently procure these services, the City intends to utilize the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, HGACBuy, through Contract TS06-25 – Temporary Staffing, Direct-Hire and Other Employer Services.

HGACBuy Contract TS06-25 was competitively procured by HGAC and is effective from June

1, 2025, through May 31, 2029. The contract provides access to temporary staffing, direct-hire, staff augmentation, and related employer services across a variety of disciplines and job functions.

Both Robert Half, Inc. and 22nd Century Technologies, Inc. are awarded suppliers under Contract TS06-25. Robert Half is listed under the contract for temporary and miscellaneous departmental staff augmentation, temp-to-hire, direct-hire, and executive search and placement services. 22nd Century Technologies is listed for temporary and miscellaneous departmental staff augmentation services.

Utilizing the HGACBuy cooperative contract allows the City to leverage an existing competitively procured contract rather than conduct a separate solicitation for temporary staffing services. This approach provides an efficient means of obtaining qualified staffing resources while maintaining flexibility to address the City's varying administrative and technical staffing needs. This procurement is a piggyback purchase under Section 2.84.040(L) of the East Palo Alto Municipal Code, which permits the City to use another agency's solicitation results and enter into a separate contract with the vendor. Under Section 2.84.030(K), the purchase is contingent on each vendor agreeing to extend to the City the same price and terms as in HGACBuy Contract TS06-25, and the proposed resolution conditions the award on that basis.

The proposed City agreements will establish the City's contractual relationship with each awarded staffing firm and will be subject to the City's applicable contract, insurance, risk management, and budget requirements, including the City minimum wage requirements that Section 2.84.700 of the Municipal Code applies to all City-procured work. The City will only incur costs for services actually requested and provided under the agreements, up to the authorized not-to-exceed amount.

The City will initially enter into agreements with both vendors for services through May 31, 2029, consistent with the current term of the HGACBuy Contract TS06-25. The City anticipates amending the agreements to extend the term through June 30, 2031, contingent upon the extension, renewal, or availability of an applicable cooperative purchasing agreement that supports the continued provision of these services. Any such amendment will remain subject to applicable City procurement requirements, available funding, and approval by the City Council.

Fiscal Impact

Funding for these services utilized in FY2026-27 will be provided through existing departmental operating budget appropriations – in the current FY2026-27 operating budget. Funding for FY 2027–28 and subsequent fiscal years will be contingent upon available budget appropriations and approval through the City's annual budget process.

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

Attachments

1. Exhibit A: Resolution
2. Exhibit B: Executed Contract - Robert Half International, Inc. (TS06-25)
3. Exhibit C: Executed Contract-22 Century technology Inc (TS06-25)

RESOLUTION NO XX– 2026

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

AUTHORIZING THE CITY MANAGER TO AWARD, NEGOTIATE AND EXECUTE AGREEMENTS WITH ROBERT HALF, INC. AND 22ND CENTURY TECHNOLOGIES, INC. FOR ON-CALL ADMINISTRATIVE AND TECHNICAL STAFFING SUPPORT, IN FORMS APPROVED BY THE CITY ATTORNEY, EACH FOR A NOT-TO-EXCEED AMOUNT OF TWO HUNDRED THOUSAND DOLLARS ($200,000), FOR A COMBINED NOT-TO-EXCEED AMOUNT OF FOUR HUNDRED THOUSAND DOLLARS ($400,000), AND FOR A TERM THROUGH MAY 31, 2029.

WHEREAS, the City has an ongoing need for temporary administrative and technical staffing support to address vacancies, workload fluctuations, specialized staffing needs, leaves of absence, and other short-term operational demands; and

WHEREAS, on September 5, 2023, the City Council approved an award of $500,000 to a pool of agencies for On-Call Administrative and Technical Staffing Support through which the City was able to supplement existing departmental staffing resources and address immediate and short-term staffing needs; and

WHEREAS, the City continues to experience vacancies and fluctuating staffing needs across multiple departments, and extended vacancies can place additional workload on existing employees and affect operational capacity, productivity, response times, and the City's ability to maintain consistent service levels; and

WHEREAS, establishing agreements with multiple staffing firms will provide City departments with flexibility and access to broader pool of qualified temporary personnel based on departmental needs, required qualifications, candidate availability, and timing; and

WHEREAS, the City intends to utilize the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, HGACBuy, through contract TS06-25 Temporary Staffing, Direct-Hire and Other Employer Services, which was competitively procured by HGAC and is effective from June 1, 2025, through May 31, 2029; and

WHEREAS, Robert Half, Inc. and 22nd Century Technologies, Inc, are awarded suppliers under HGACBuy Contract TS06-25; and

WHEREAS, Section 2.84.040(L) of the East Palo Alto Municipal Code authorizes a piggyback purchase, whereby the City utilizes another agency's solicitation results but enters into a separate contract with the vendor, and Section 2.84.030(K) makes such a purchase contingent on the vendor agreeing to extend to the City the same price and terms as in the successful competitive bid; and

WHEREAS, the proposed agreements with Robert Half, Inc. and 22nd Century Technologies, Inc. will each have an not-to-exceed amount of $200,000, for a combined not-to-exceed amount of $400,000, each for an initial term through May 31, 2029; and

WHEREAS, the City will only incur costs for services actually requested and provided under the agreements, subject to available appropriations and the applicable not-to-exceed amounts; and

WHEREAS, funding for the proposed services utilized in FY2026-27 will be provided through existing departmental operating budget appropriations in the current FY2026-27 operating budget; and

WHEREAS, the action approved by this Resolution does not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15378(b)(5), in that it is a government administrative activity that will not result in direct or indirect physical changes in the environment.

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

1. Finds the foregoing recitals true and correct and incorporated by reference into this action.

2. Authorizes the City Manager to award, negotiate, and execute agreements with Robert Half, Inc. and 22nd Century Technologies, Inc. for On-Call Administrative and Technical Staffing Support, in forms approved by the City Attorney, for a not-to-exceed amount per vendor of Two Hundred Thousand Dollars ($200,000.00) and for a term through May 31, 2029, provided that each agreement extends to the City the pricing and terms of HGACBuy Contract TS06-25.

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

PASSED AND ADOPTED this 6th day of October 2026**,** by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Webster Lincoln, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half Inc., dba Robert Half hereinafter referred to as the Contractor, having its principal place of business at P.O. Box 743295, Los Angeles, CA 90074.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of CONTRACTOR are

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subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

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subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2025 and ends May 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

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that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

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period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

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There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

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period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

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Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

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ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

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agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Robert Half Inc. , dba Robert Half

Signature DocuSigned by: Meghan Reilly 7C841FFA6B484DC...

Name Meghan Reilly

Title Vice President - Contract Finance & Accounting

Date 5/30/2025

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/17/2025

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.
The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."
If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation

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and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement. Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Robert Half Inc. dba Robert Half
Temporary Staffing, Direct-Hire, and Other Employer Services
Contract No.: TS06-25
Pricing Effective: June 2025

Supplier	Product	Description	HGACBuy Discount
Robert Half	Temporary and Miscellaneous Departmental Staff Augmentation Services	Robert Half TS06-25 Response Price List Form	10%
Robert Half	Temp-to-Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Direct Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Executive Search and Placement Services	Robert Half TS06-25 Response Price List Form	List

FIRST AMENDMENT TO THE MASTER AGREEMENT

This First Amendment to the Master Agreement (this "First Amendment") is effective on **June 1, 2025** (the "Effective Date") and is between the Houston-Galveston Area Council ("H-GAC") and Robert Half Inc. ("Contractor").

RECITALS

WHEREAS, H-GAC and Contractor entered into an agreement effective June 1, 2025 referred to as the HGAC Contract TS06-25 for Temporary Staffing, Direct Hire and Other Employer Services (the "Master Agreement"); and

WHEREAS, the parties hereto desire to amend the Master Agreement to clarify the scope of the Most Favored Customer Clause, as more fully set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. The following is added to Article 3 "Most Favored Customer Clause" in the Master Special Provisions of the Master Agreement:

   "Notwithstanding anything to the contrary, this article only applies if and where CONTRACTOR provides a more favorable price to a Texas "governmental entity", as that term is defined in Texas Government Code § 2252.201, subsection 1, under a Cooperative Purchasing Agreement other than the Master Agreement. (As used herein, the term "Cooperative Purchasing Agreement" means a master agreement executed with a Texas governmental entity that allows other eligible public entities to obtain services from CONTRACTOR without conducting their own separate competitive bidding process.)"

Any capitalized terms used but not defined herein shall have the same meaning as provided in the Master Agreement. Except as otherwise agreed to in this First Amendment, all other terms and conditions of the Master Agreement shall remain in full force and effect. In the event of a conflict between this First Amendment and the Master Agreement, the terms of this First Amendment shall control. Any further modifications to the Master Agreement must be in writing signed by the parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this First Amendment on the dates indicated below.

H-GAC

By: _____

Name: Charles Wemple
Title: Executive Director
Date: 11-Mar-2026

ROBERT HALF INC.

Shannon Russell

By: _____

Name: Shannon Russell
Title: Vice President, Public Sector
Date: 06-Mar-2026

Signatures



Signed by **Charles Wemple** on **11-Mar-2026**

Job Title: **Executive Director**
Company: **Houston-Galveston Area Council**



Signed by **Shannon Russell** on **06-Mar-2026**

Job Title: **Vice President, Public Sector**
Company: **Robert Half, Inc.**

eSign Audit Trail

File name: **HGAC_1st_Amend_01.26.26.pdf**
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Signed by Charles Wemple	11-Mar-2026 20:44.15 UTC	Location: Houston, TX 77007, United States 75.6.5.195
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Signed by Shannon Russell	06-Mar-2026 17:50.56 UTC	Location: Beachwood, OH 44122, United States 174.100.173.198
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Viewed by Shannon Russell	06-Mar-2026 17:50.25 UTC	Location: Des Moines, IA 50307, United States 104.47.56.126
Viewed by Shannon Russell	06-Mar-2026 17:32.27 UTC	Location: San Jose, CA 95141, United States 72.153.153.42
Viewed by Shannon Russell	06-Mar-2026 17:31.43 UTC	Location: Alameda, CA 94501, United States 4.14.107.18
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Viewed by Shannon Russell	06-Mar-2026 15:45.57 UTC	Location: San Jose, CA 95141, United States 72.153.153.18
Viewed by Shannon Russell	06-Mar-2026 15:45.46 UTC	Location: Daly City, CA 94015, United States 76.14.120.237
Viewed by Shannon Russell	06-Mar-2026 15:45.46 UTC	Location: San Antonio, TX 78288, United States 104.47.57.126
Started by Beatrice Bell (beatrice.bell@h-gac.com)	05-Mar-2026 22:58.10 UTC	Location: Houston, TX 77088, United States 98.44.58.184

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC, as follows. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to academic institutions, or the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and 22nd Century Technologies, Inc., hereinafter referred to as the Contractor, having its principal place of business at 8251 Greensboro Drive, Suite 900, McLean, VA 22102.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Jun 01 2025 and ends May 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

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that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

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period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

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There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer

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period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

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Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

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ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

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agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

22nd Century Technologies, Inc.		**H-GAC**	
Signature	Signed by: Ashley Christina De Sa A4E74670AADF4F3...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Ashley Christina De Sa	Name	Chuck Wemple
Title	Administrator	Title	Executive Director
Date	5/14/2025	Date	5/19/2025

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Attachment A
22nd Century Technologies, Inc.
Temporary Staffing, Direct-Hire, and Other Employer Services
Contract No.: TS06-25
Pricing Effective: June 2025

Supplier	Product	Description	HGACBuy Discount
22nd Century Technologies, Inc.	Temporary and Miscellaneous Departmental Staff Augmentation Staffing Services	22nd Century Technologies, Inc.TS06-25 Response Price List Form	1%

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Proclamation for Domestic Violence Awareness Month

Recommendation

Present the Proclamation for Domestic Violence Awareness Month

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO DECLARING OCTOBER 2026 AS DOMESTIC ProclamationVIOLENCE AWARENESS MONTH

WHEREAS, more than one in three women, one in four men, and one in two transgender individuals experience some form of physical or sexual violence and/or stalking by their intimate partner in their lifetime; and

WHEREAS, CORA provided 18,380 services across its programs, connecting survivors and their families to safety, advocacy, and healing; and

WHEREAS, CORA's safe house and hotel programs provided 5,193 nights of emergency shelter, with 103 adults and children entering shelter during the year; and

WHEREAS, CORA provided more than $1.34 million in rental assistance and security deposits for 174 adults and children, helping survivors and their families move toward safe, stable housing; and

WHEREAS, CORA served 624 adults and children through its mental health programs, provided 3,043 counseling and therapy sessions, and

WHEREAS, CORA provided legal services to 925 survivors, including assistance with restraining orders and complex family-law matters, represented clients in 181 court hearings, accompanied survivors 117 times to court hearings, mediation, or law-enforcement appointments, and responded to 1,928 requests for legal assistance; and

WHEREAS, CORA educated 6,000 middle and high school students about healthy relationships and reached 3,000 adults through community education presentations, training, and tabling events; and

WHEREAS, the City of East Palo Alto recognizes that an effective response to domestic violence requires a countywide continuum of prevention, crisis intervention, shelter, housing, legal advocacy, and mental health support; and

WHEREAS, intimate partner violence continues to be among the most under-reported crimes and San Mateo County is committed to eliminating all forms of intimate partner abuse.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council, hereby designates the month of **October 2026 as Domestic Violence Awareness Month**, to raise awareness about and encourage all residents of San Mateo County to do their part to help rid our community of intimate partner violence.

Date: October 6, 2026

Webster Lincoln, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Marissa Silva, Assistant City Clerk

SUBJECT: City Council Meeting Minutes

Recommendation

Adopt the September 15, 2026 City Council Meeting Minutes.

Attachments

1. September 15, 2026, Regular Meeting Minutes
2. September 15, 2026 Special Meeting Minutes

EAST PALO ALTO CITY COUNCIL
REGULAR MEETING MINUTES

Tuesday, September 15, 2026, 6:00 PM
EPA Government Center
2415 University Avenue, First Floor
East Palo Alto, CA 94303

1. CALL TO ORDER AND ROLL CALL

Mayor Lincoln called the East Palo Alto City Council Regular Meeting to order at 6:09 PM. City Clerk James Colin confirmed a quorum was present.

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

2. APPROVAL OF THE AGENDA

Motion: Councilmember Romero moved to request that Item 3.4 be pulled; Councilmember Dinan moved and seconded by Councilmember Romero. Motion carried unanimously (5-0).

3. APPROVAL OF THE CONSENT CALENDAR

Motion: Councilmember Romero moved to request that Item 3.4 be pulled; Councilmember Dinan moved and seconded by Councilmember Romero that the consent calendar be approved, excluding 3.4. Motion carried unanimously (5-0).

3.1 Woodland Avenue Street Improvements (ST-33) Design Contract Award
3.2 Establishment of Limited Parking Zones at Various Locations
3.3 4. Monthly Cash Treasury Report for July 2026
3.4 Annual Internal Control Report
3.5 City Council Meeting Minutes
3.6 Childhood Cancer Awareness Month

Motion: Councilmember Romero moved; Vice Mayor Abrica seconded to approve Item 3.4. Motion carried unanimously (5-0).

4. CLOSED SESSION

No closed session was held.

5. PUBLIC COMMENT

The following speakers provided public comments: Deborah Lewis-Virges, Gail Dixon, Luis Rosas, Mario, Betsy Yanez, and Ofelia Bello.

6. INFORMATIONAL REPORTS

6.1 Minor Home Repair Program Launch

No action was taken; the report was received for information.

7. SPECIAL PRESENTATIONS

7.1 Reimagine Dumbarton Project Update

8. PUBLIC HEARINGS

9. POLICY AND ACTION

9.1 Major Home Repairs Program

Staff received direction from council regarding 4 key policy questions. There were public comments regarding this item from Gail Dixon and Mario.

9.2 PWTC Appointments

Council interviewed Emanuel Jimenez, Betsy Yanez, Juany Jimenez, Rafael Avendano, and Ray Zhu.

Ballot Results – Regular Seat:

> The council voted by written ballot for the regular seat. Councilmember Romero, Vice Mayor Abrica, Councilmember Dinan, and Councilmember Barragan voted for Rafael Avendano. Mayor Lincoln voted for Betsy Yanez. Rafael Avendano was appointed to the regular seat on the Public Works and Transportation Commission by a vote of 4-1.

Ballot Results – Alternate Seat (First Round):

> The council voted by written ballot for the alternate seat. Vice Mayor Abrica, Councilmember Romero, and Mayor Lincoln voted for Betsy Yanez; Councilmember Dinan and Councilmember Barragan voted for Ray Zhu. Betsy Yanez received 3 votes; Ray Zhu received 2 votes. Following Ms. Yanez's public withdrawal, the council proceeded to a second ballot.

Ballot Results – Alternate Seat (Second Round, following Betsy Gaines' withdrawal):

> The council voted again for the alternate seat. Vice Mayor Abrica, Councilmember Dinan, and Councilmember Barragan voted for Ray Zhu; Council Member Romero voted for Emmanuel Jimenez; Mayor Lincoln voted for Juan Jimenez. Ray Zhu was appointed to the alternate seat on the Public Works and Transportation Commission by a vote of 3-1-1.

10. ADJOURN CITY COUNCIL SPECIAL MEETING AND RECONVENE TO THE JOINT SUCCESSOR AGENCY SPECIAL BOARD MEETING

11. JOINT SUCCESSOR AGENCY BOARD CONSENT CALENDAR

11.1 Approval of San Mateo County Community College District Obligation

Motion: Councilmember Romero moved, and Vice Mayor Abrica seconded to approve the Consent Calendar. Motion carried 5-0.

12. ADJOURN JOINT SUCCESSOR AGENCY BOARD MEETING AND RECONVENE THE EAST PALO ALTO SANITARY DISTRICT MEETING

13. EPASD CONSENT CALENDAR

13.1 Cash Disbursement Report of July 2026

Motion: Mayor Lincoln (Vice President) moved, and Vice Mayor Abrica (President) seconded to approve the Consent Calendar. Motion carried 5-0.

14. EPASD PUBLIC COMMENT

15. ADJOURN THE EAST PALO ALTO SANITARY DISTRICT MEETING AND RECONVENE THE CITY COUNCIL SPECIAL MEETING

16. COUNCIL REPORTS

Vice Mayor Abrica: Reported on the combined State of the City address with comments from councilmember Romero and Mayor Lincoln.

17. ADJOURNMENT

Mayor Lincoln adjourned the meeting at 9:10 PM

EAST PALO ALTO CITY COUNCIL
SPECIAL MEETING MINUTES

Tuesday, September 15, 2026, 7:00 PM
EPA Government Center
2415 University Avenue, First Floor
East Palo Alto, CA 94303

1. CALL TO ORDER AND ROLL CALL

Mayor Lincoln called the East Palo Alto City Council Special Meeting to order at 9:10 PM. City Clerk James Colin confirmed a quorum was present.

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

2. SPECIAL PRESENTATION

2.1 Presentation for Sister City Relationship with Dazu District, Chongqing, China

No action was taken as this was just an informational presentation by Victor Wang.

3. ADJOURNMENT

Mayor Lincoln adjourned the meeting at 9:52 PM

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Proclamation for the Day of Remembrance

Recommendation

Present the Proclamation for the Day of Remembrance.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO DESIGNATING OCTOBER 7, 2026 AS DAY OF REMEMBRANCE

WHEREAS, on October 7, 2023, Hamas and Palestinian Islamic Jihad (PIJ), both designated by the United States as Foreign Terrorist Organizations, carried out a devastating attack in Israel that resulted in the deaths of nearly 1,200 people, including 46 Americans, and the kidnapping of approximately 250 people, including at least 12 Americans, forever changing the lives of victims, survivors, and their families; and

WHEREAS, the October 7 attack was the deadliest attack against Jews since the Holocaust and has had a profound impact on Jewish communities in the United States and around the world, while contributing to heightened concerns about antisemitism and hate; and

WHEREAS, remembering the victims of October 7 and honoring the survivors and families whose lives were forever changed provides an opportunity to reflect on the human cost of terrorism, violence, and hatred; and

WHEREAS, the City of East Palo Alto recognizes the importance of standing against antisemitism, hate, and violence in all forms and of promoting a community founded upon respect, understanding, dignity, and the protection of all people; and

WHEREAS, the City of East Palo Alto joins communities across the nation and around the world in remembering those who lost their lives on October 7, 2023, honoring the survivors and families affected by the attack, and recognizing the importance of rejecting antisemitism and hate.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the **City of East Palo Alto** hereby recognizes **October 7, 2026, as a Day of Remembrance** in the City of East Palo Alto and encourages residents and community members to remember the victims, honor the survivors and families, and stand together against antisemitism, hate, and violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of East Palo Alto to be affixed this **7th day of October, 2026. Remembrance Proclamation**

Date: October 6, 2026

Webster Lincoln, Mayor

EAST PALO ALTO SANITARY DISTRICT STAFF REPORT

DATE: October 6, 2026

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

VIA: Melvin E. Gaines, General Manager

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

SUBJECT: Cash Disbursement Report for August 2026

Recommendation

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

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

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

Background

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

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

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

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

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

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

This staff report is provided for informational purposes and details all cash disbursements for the month ending August 2026, as approved by the District Treasurer. As of August 31, 2026, actual expenses remain within the District's approved budget. Year-to-date expenditures total $0.8 million, compared to the adopted budget of $9.8 million, representing 9% of the budget spent to date.

Analysis

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

EPASD Cash Disbursement Reports
For Period Ending August 31, 2026

Vendor Name	Invoice Number	Description	Check Amount	Check Issue Date
AppleOne, Inc	01-72558 94	Staffing Services	$ 4.00	8/7/2026
AppleOne, Inc	01-72642 11	Staffing Services	$ 4.00	8/7/2026
AppleOne, Inc	01-73071 20	Staffing Services	$ 416.91	8/7/2026
AppleOne, Inc	01-7332828	Staffing Services	$ 1,925.60	8/3/2026
AppleOne, Inc	01-7336679	Staffing Services	$ 1,925.60	8/7/2026
AppleOne, Inc	01-7342316	Staffing Services	$ 1,913.57	8/7/2026
AppleOne, Inc	01-7348573	Staffing Services	$ 1,925.60	8/14/2026
AppleOne, Inc	01-7350470	Staffing Services	$ 1,925.60	8/21/2026
CALIF PUBLIC EMPLOYEES'	H911	EPASD HEALTH PREMIUM	$ 9,634.12	8/31/2026
CITY OF PALO ALTO	7800007745	1st Qtr FY26-27 Primary Sedimentaiton Tank & Electrical Upgrade SR	$ 677,640.28	8/14/2026
Degree HVAC, Inc	43897	Quarterly Maintenance	$ 250.00	8/14/2026
Islas Maintenance Cleaning, LLC	2983	EPASD Janitorial Services	$ 2,050.00	8/7/2026
MacLeod Watts Inc	070726EPASD	Actuarial Valuation of Other Post-Employment Benefit Programs as of June 30,2025	$ 7,300.00	8/14/2026
PACIFIC GAS & ELECTRIC	2205881930-5 07/2026	PACIFIC GAS & ELECTRIC EPASD 2205881930-5 FOR 6/13/26-7/14/26	$ 20.21	8/7/2026
SAN MATEO DAILY JOURNAL	17944	Notice of Public Hearing 6/15/2026	$ 1,008.00	8/28/2026
			$ 707,943.49	

Fiscal Impact

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

Public Notice

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

Environmental

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

Government Code § 84308

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

Analysis of Levine Act Compliance: Not applicable.

Attachments: None.

EAST PALO ALTO SANITARY DISTRICT STAFF REPORT

DATE: October 6, 2026

TO: East Palo Alto Sanitary District Board

VIA: Melvin E. Gaines, General Manager

BY: Matt Vining, Utility Manager

SUBJECT: Palo Alto RWQCP Addendum 2 to the partner agreement with EPASD

Recommendation

1. Adopt a resolution approving Addendum 2 to the partner agreement between the Palo Alto Regional Water Quality Control Plant (RWQCP) and EPASD and authorizing Palo Alto to utilize an interim line of credit to finance EPASD's allocated share of the Addendum 2 project costs, following review and comment on the proposal by the EPASD Advisory Committee.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Priority: Governance, Organizational Strength, and Fiscal Sustainability
- Priority: Public Infrastructure and Utilities

Background

The Palo Alto Regional Water Quality Control Plant (RWQCP) is currently implementing over $460 million in capital improvements identified in its 2012 Long Range Facilities Plan (LRFP), including major projects such as the Secondary Treasury Upgrades (WQ-190001), Advanced Water Purification System (WQ-19003), and Headworks Facility Replacement (WQ-16002). These projects are in various stages of design and construction and are funded through a combination of State Revolving Fund (SRF) loans, grants, and debt financing.

The 2012 Long Range Facilities Plan established a comprehensive pathway for modernizing the

RWQCP to meet future regulatory requirements, accommodate partner agency flows, and replace aging infrastructure. Many early-phase projects have been completed using SRF loans, which provided favorable interest rates and stable long-term funding.

Several remaining projects, including major process upgrades and facility replacements, do not currently have SRF commitments. In addition, updated cost estimates reflect inflation, increased construction costs, and newly identified facility needs. To ensure continuity of construction and design work, the RWQCP partners authorized a line of credit mechanism through amendments to existing partnership agreements.

The amendments enable the line of credit mechanism, currently anticipated to run approximately five years, though Addendum Two does not itself fix a maximum term and instead authorizes Palo Alto to negotiate repayment terms directly, enabling the facility to proceed with critical interim financing while staff continue working with state agencies to secure SRF or other long-term funding sources.

City of Palo Alto Staff initiated a comprehensive update to the LRFP in 2024. The LRFP Update, currently underway, will reassess and reprioritize capital improvement needs over the next 50 years, incorporating consideration of updated regulatory requirements, emerging contaminants, and the current condition and performance of existing RWQCP infrastructure. The update will refine project scopes and cost estimates for remaining projects from the 2012 LRFP and identify additional capital improvements necessary to maintain reliable and compliant plant operations. The LRFP Update is expected to significantly increase RWQCP's overall capital needs, highlighting the importance of flexible financing tools such as the proposed LOC.

On November 4, 2025, the City of Palo Alto Finance Committee received an update of the capital improvement program, LRFP Update, capital and O&M cost allocations, program funding strategies and reserve policy. Staff's funding strategies include the following sources:

- State Revolving Fund (SRF) loans administered by the State Water Resources Control Board
- U.S. Environmental Protection Agency Water Infrastructure Finance and Innovation Act (WIFIA) loans
- Utility revenue bonds issued through capital markets
- Line of Credit (LOC)
- Capital budget for smaller or shorter-term projects.

Analysis

The purpose of this staff report is to seek the EPASD Board's approval of Addendum Two to the existing partner agreement, which is required before the City of Palo Alto may utilize the line of credit (LOC) for the authorized RWQCP projects. Palo Alto is seeking similar approval from the governing bodies of the participating RWQCP partner agencies.

The LOC is intended to serve as an interim financing mechanism to provide funding for near-term capital needs while Palo Alto continues to pursue longer-term financing. The LOC will allow the RWQCP to advance necessary capital projects without delaying design or construction while

permanent financing is being secured. Project costs financed through the LOC are expected to ultimately be refinanced through a utility revenue bond. A subsequent amendment to the partner agreement is anticipated at some future date to establish the methodology and requirements for each partner's applicable share of the long-term debt service.

Addendum Two primarily addresses partner agency cost-sharing responsibilities and authorizes Palo Alto to utilize the LOC for planned capital improvements. Amendments with the participating agencies maintain the proportional cost allocation methodology established in the respective partner agreements. The interim financing capacity will be used to:

- Complete smaller capital improvement projects currently in construction or ready to bid;
- Advance the design of larger projects requiring additional time to secure long-term financing; and
- Maintain progress on the RWQCP modernization program without delays that could increase future costs or risk regulatory non-compliance.

Addendum Two authorizes up to $31 million in total project costs, consisting of:

- $18 million for Headworks Project improvements;
- $1 million for Outfall Project improvements;
- $12 million for deferred minor capital projects; and
- Emergency projects, as needed, within the overall $31 million authorization to maintain continuous, compliant, and safe plant operations.

Approval of Addendum Two by the EPASD Board would authorize Palo Alto to utilize the LOC to finance EPASD's allocated share of these project costs. During the interim financing period, EPASD will be responsible for its proportionate share of interest costs associated with applicable LOC draws, as further described in the Fiscal Impact section.

Palo Alto staff will return to the Palo Alto City Council and partner agencies, as applicable, at key milestones for budget appropriations, project awards, and approval of future long-term financing instruments.

EPASD Advisory Committee Input

The EPASD Advisory Committee received a presentation and provided feedback on this proposed Addendum at a September 24, 2026 Special Meeting. The EPASD AC passed a unanimous vote to recommend that the EPASD Board accept the terms of Addendum 2 to the RWQCP Partners Agreement, with the comment that the Advisory Committee and Board look further into how EPASD's allocation and capacity maximum are calculated and determined by the RWQCP and City of Palo Alto Finance Committee.

Fiscal Impact

Addendum Two authorizes up to $31 million in total project costs. Under the Agreement, each partner is responsible for its proportional share of project costs based on the capacity allocation established in Exhibit H. EPASD's capacity allocation is 7.64%. Accordingly, if the full $31 million authorization is utilized, EPASD's allocated share of the project costs would be approximately $2.37 million ($31 million × 7.64%).

Palo Alto intends to use the line of credit (LOC) as an interim financing mechanism for the authorized project costs. During the LOC period, EPASD will be responsible for its proportionate share of interest costs incurred on amounts drawn from the LOC for project costs. These LOC interest costs will be included in Palo Alto's quarterly partner billings. Assuming an interest rate of approximately 4% to 5%, the actual interest cost to EPASD will depend on the amount and timing of LOC draws and the period that each amount remains outstanding.

The project costs financed through the LOC, including the outstanding LOC principal, are expected to be subsequently refinanced through a utility revenue bond. Addendum Two does not establish EPASD's long-term debt-service payment requirements for that financing. A subsequent addendum will establish the methodology and requirements for EPASD's payment of its applicable share of the utility revenue bond debt service, including principal and interest.

EPASD currently funds its RWQCP obligations through sewer service charges. The additional capital and financing obligations resulting from Addendum Two will need to be incorporated into EPASD's long-range financial planning and future sewer rate requirements. Current sewer service charges are not expected to fully absorb these additional costs. The precise rate impact is not yet known and will be evaluated through an upcoming rate study, which will determine the timing and level of future rate adjustments needed to support EPASD's share of RWQCP costs over the next 5–10 years.

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 does not involve an entitlement.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
2. RWQCP Proposed Addendum 2 Draft
3. RWQCP Amended Agreement with EPASD
4. Partner's Meeting Slides September 2, 2026

RESOLUTION NO. XX– 2026

A RESOLUTION OF THE BOARD OF THE EAST PALO ALTO SANITARY DISTRICT

APPROVING ADDENDUM TWO TO THE PARTNER AGREEMENT WITH THE PALO ALTO REGIONAL WATER QUALITY CONTROL PLANT (RWQCP) AUTHORIZING THE USE OF AN INTERIM LINE OF CREDIT FOR CAPITAL IMPROVEMENTS

WHEREAS, the East Palo Alto Sanitary District (EPASD) is a partner agency utilizing the Palo Alto Regional Water Quality Control Plant (RWQCP) for wastewater treatment services; and

WHEREAS, the RWQCP is currently implementing over $460 million in critical capital improvements identified in its Long Range Facilities Plan (LRFP) to modernize infrastructure, replace aging facilities, and ensure regulatory compliance; and

WHEREAS, several remaining process upgrades and facility replacements do not currently have State Revolving Fund (SRF) loan commitments, and updated cost estimates reflect increased construction costs and inflation; and

WHEREAS, the RWQCP has proposed "Addendum Two" to the existing partner agreement, which authorizes a Line of Credit (LOC) mechanism, currently anticipated to run approximately five (5) years though Addendum Two does not itself fix a maximum term and instead gives Palo Alto authority to negotiate repayment terms, to serve as an interim financing tool to maintain project momentum while long-term permanent financing is secured; and

WHEREAS, under the established proportional cost allocation methodology (Exhibit H), EPASD's capacity allocation is 7.64%, making its estimated maximum share of the authorized project costs approximately $2.37 million; and

WHEREAS, EPASD will be responsible for its proportionate share of interim interest costs incurred on amounts drawn from the LOC, which will be billed quarterly and subsequently refinanced through a long-term utility revenue bond under a future separate addendum; and

WHEREAS, the EPASD Advisory Committee has reviewed the proposal and provided its comments and recommendations regarding the adoption of Addendum Two; and

WHEREAS, this action is a government administrative activity that does not constitute a "Project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15378(b)(5).

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF THE EAST PALO ALTO SANITARY DISTRICT HEREBY:

1. **Approval of Addendum Two:** The Board of Directors hereby approves Addendum Two to the partner agreement with the Palo Alto Regional Water Quality Control Plant (RWQCP).

2. **Authorization of Interim Financing:** The Board authorizes the City of Palo Alto to utilize the Line of Credit (LOC) mechanism to finance EPASD's allocated 7.64% share of the authorized capital project costs, up to a maximum total project authorization of $31 million.

3. **Execution of Documents:** The Board authorizes the General Manager, or their designee, to execute Addendum Two and take all necessary administrative actions to implement the terms of the agreement.

4. **Financial Integration:** Staff is directed to incorporate these additional capital and interim financing obligations into the District's long-range financial planning and the upcoming sewer rate study.

PASSED AND ADOPTED this 6th Day of October 2026**,** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ruben Abrica, Board President

ATTEST:

James Colin, Secretary

APPROVED AS TO FORM:

John D. Lê, District Counsel

ADDENDUM TWO TO THE SECOND RESTATED AND AMENDED AGREEMENT BETWEEN THE CITY OF PALO ALTO AND THE EAST PALO SANITARY DISTRICT FOR WASTEWATER TREATMENT AND DISTRICT OUTFALL

This Addendum Two to the Second Restated and Amended Agreement Between the City of Palo Alto and the East Palo Sanitary District for Wastewater Treatment and District Outfall is made and entered into on [DATE], by and among the CITY OF PALO ALTO ("Palo Alto"), a municipal corporation under the laws of the State of California, and the East Palo Alto Sanitary District ("District"), a special district formed under the Sanitary District Act of 1923, individually a "Party" and collectively the "Parties".

RECITALS

A. On May 17, 2021, the Parties entered into an agreement entitled the Second Restated and Amended Agreement Between the City of Palo Alto and the East Palo Sanitary District for Wastewater Treatment and District Outfall ("Second Restated and Amendment Agreement Agreement" or "Agreement").
B. That agreement affirmed the Parties' respective rights and obligations regarding treatment of wastewater conveyed from the District's sanitary sewer system at the City's Regional Water Quality Control Plant, payment of treatment costs, ongoing debt service for major capital improvement projects (as that term is defined therein) to the Regional Water Quality Control Plan, the District's sanitary sewer outfall line, and pretreatment programs.
C. Section 6 of the agreement established the Parties' approval of funding and cost sharing for various major capital improvement projects identified and described therein.
D. On December 5, 2022, approved Addendum One to the Agreement to provide for the Parties' respective funding and cost-sharing obligations for the planning and design and construction phases of the Secondary Treatment Upgrades Project.
E. Palo Alto owns and operates the regional sewage treatment plant that is part of a sewerage system owned and operated by Palo Alto. Palo Alto is responsible for making capital additions to the system. Under the Agreement, any major capital additions for the replacement of obsolete or worn-out units require an agreement by the Parties amending the Basic Agreement.
F. The Parties now desire to amend the Agreement to approve the construction of certain capital additions and authorize Palo Alto to pursue and obtain financing to fund the costs of the capital additions described herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Addendum No. Two, the Second Restated and Amended Agreement Between the City of Palo Alto and the East Palo Sanitary District for Wastewater Treatment and District Outfall (the "Agreement") is hereby amended, as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Addendum Three, to the Second Restated and Amendment Agreement is hereby amended, as follows:

SECTION 1. Section 8, Paragraph (a) is added to read as follows:

"a. DESIGN, CONSTRUCTION, AND IMPLEMENTATION OF THE HEADWORKS PROJECT, OUTFALL PROJECT, AND MINOR CAPITAL, AND EMERGENCY PROJECTS.

1. Projects covered by this Addendum. Palo Alto and East Palo Alto Sanitary District hereby approve the following projects (the "Projects"):

   A. Headworks Project: Design services for the Headworks Facility Replacement Project, including preparation of bid-ready construction documents, coordination and approvals from applicable regulatory and permitting agencies, and engineer's opinions of probable construction cost (OPCC) at major project milestones.
   B. Outfall Project: Design services and potential construction for the Parallel Outfall Project and Existing Outfall Rehabilitation Project, including preparation of bid-ready construction documents, coordination and approvals from applicable regulatory and permitting agencies, and engineer's opinions of probably construction cost at major project milestones, and related construction activities.
   C. Deferred minor capital projects including, but not limited to:
      i. Sludge Thickener Rehabilitation design services and construction services, including preparation of bid-ready construction documents, coordination and approvals from applicable regulatory and permitting agencies, and engineer's opinions of probably construction cost at major project milestones, replacement of the instrumentation and controls, and repair of tank surfaces for the three in-service and for the one out-of-service sludge thickeners.
      ii. Ventilation Improvements construction, including improvements to the loadout bay mechanical ventilation equipment at the Sludge Dewatering and Loadout Facility.
      iii. Plant Records Modernization Projects, including digitizing and rectifying the Plant's process and instrumentation diagram drawings, creating a digital interactive operation and maintenance manual, and GIS mapping of plant facilities.
   D. Emergency projects: In response to, or to prevent, an infrastructure failure, the use of on-call engineering services, construction, and construction management services contracts required to maintain continuous, compliant, and safe operation of the plant at the discretion of the Plant Manager.

2. Project Costs authorized by this Addendum. The total Project Costs authorized by addendum is $31 million. Each Party shall pay its share of the Project Costs in proportion to the capacity it owns in the Joint System or portion thereof as shown in Exhibit "H" to Second Restated and Amendment Agreement Agreement. As used in this Paragraph, the term "Project Costs" means all costs incurred in connection with the design, bidding, construction, and implementation of the Projects and shall include, but not be limited to:

engineering and other consultants' fees and costs; deposits, applicable permit fees; construction costs; all costs to apply for and secure necessary permits from all required regional, state, and federal agencies; plan check and inspection fees; startup, commissioning and initial maintenance; insurance; costs associated with financing costs, including issuance costs and interest; and legal and administrative expenses. The estimated amount of Project Costs for each of the projects is as follows:

A. Headworks Project: $18 million
B. Outfall Project: $1 million
C. Deferred minor capital projects: $12 million
    i. Sludge Thickener Rehabilitation: $10 million
    ii. Other minor capital projects: $2 million

Emergency Projects are not assigned a separate estimated amount and may be undertaken as needed, with costs included within the total Project Costs authorized amount of $31 million.

3. The Parties further agree that Palo Alto shall have the authority to manage project expenditures within the approved total amount of $31 million, including the authority to authorize individual expenditures consistent within each project's budget; reappropriate funds among the project budgets; establish and adjust contingency reserves; approve additional expenditures funded from contingency reserves. Palo Alto will provide the Parties with quarterly updates on Project expenditures.

4. Financing and Payment of Project Costs by the Parties. The Parties authorize Palo Alto to obtain and administer a line of credit to fund the costs of the Projects. Palo Alto shall have full authority to negotiate the terms of the line of credit, including interest rate (fixed or variable), draw procedures, repayment terms, collateral requirements, covenants, and fees. Palo Alto's payment obligations with respect to the line of credit will be evidenced by one or more notes. The Parties acknowledge that Palo Alto may obtain the line of credit in its own name, and the Parties agree to cooperate with Palo Alto's financing efforts, including by providing financial information and executing supporting resolutions as reasonably requested. Palo Alto shall maintain records of all financing costs attributable to each draw on the Line of Credit.

   District will pay its respective shares of any Project Costs within thirty (30) business days of receipt of the quarterly billing statement sent by Palo Alto. Palo Alto shall not send more than once invoice in any thirty day period. If a Party disputes the correctness of an invoice, it shall pay the invoice in full and the dispute shall be resolved after payment in accordance with Paragraph 19 of the Basic Agreement and shall not offset any payment due.

5. Tax Covenants.
   A. Definitions. The following definitions relate to the covenants set forth in Section 8(a)(5)(B):

i. “Bonds” mean obligations the interest on which is intended to be excluded from gross income under the Code, including bonds, notes, leases, credit agreements and other evidences of indebtedness.

ii. "Code" means the Internal Revenue Code of 1986 as it may be amended from time to time, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

B. Tax Covenants

i. Private Activity Bond Limitation. The parties will assure that any portion of the Joint System financed by Bonds will not be so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

ii. Federal Guarantee Prohibition. The parties will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

iii. Maintenance of Tax-Exemption. The parties will take all actions necessary to assure the exclusion of interest on the Bonds from gross income under the Code.

iv. Record Retention. The parties will retain their records related to the use of any portion of the Joint System financed by Bonds for least 3 years after the Bonds (including any refunding bonds) mature or are redeemed (whichever is earlier).

v. Certificates. In connection with the issuance of Bonds, the parties will execute documentation requested by Palo Alto's bond counsel as support for its opinion as to the exclusion of interest on the Bonds from gross income under the Code.

SECTION 2. Except as modified herein, the Second Restated and Amended Agreement shall remain unchanged, and is hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

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SECOND RESTATED AND AMENDED AGREEMENT BETWEEN THE CITY OF PALO ALTO AND THE EAST PALO SANITARY DISTRICT FOR WASTEWATER TREATMENT AND DISTRICT OUTFALL

This Second Amended and Restated Agreement ("Agreement") is made and entered into on May 17, 2021, by and between the CITY OF PALO ALTO, a chartered municipal corporation of the State of California (the "City") and the East Palo Alto Sanitary District, a public corporation under the laws of the State of California (the "District") (individually, a "Party", collectively, the "Parties"), restates and amends that certain agreement, Contract No. C237, first entered into March 11, 1940 and first restated as amended on March 16, 1989, including subsequent amendments thereto.

RECITALS

A. On March 11, 1940, the Parties entered into a contract, "Contract Restatement and Amendment No. C237," whereby the City agreed to provide treatment of the District's wastewater, which contract was subsequently amended by amendments dated September 10, 1963, June 25, 1964, and May 1971 (the "Original Agreement").

B. On October 10, 1968, the City joined with the cities of Mountain View and Los Altos to fund the construction, operation, and maintenance of the regional sewage treatment plant (the "Treatment Plant") that is part of a sewerage system ("System") owned and operated by the City.

C. In May 1971, the City and District agreed that the District's share of the primary/secondary design capacity of the Treatment Plant would be 2.25 million gallons per day (mgd) average dry weather flow (ADWF). The Treatment Plant was subsequently modified to include tertiary treatment, and the District's share of tertiary capacity was established at 1.9 mgd (ADWF).

D. On March 16, 1989, the Parties restated and amended the Original Agreement (the "1989 Agreement") to provide for the District's participation in financing and expansion of the Treatment Plant's capacity from 35.0 primary/secondary capacity to 38.0 mgd (ADWF) (and 40.0 mgd average annual flow (AAF)) and from a tertiary capacity of 30.6 mgd to 38.0 mgd ADWF (and 40.0 mgd AAF).

E. On May 30, 1989, the Parties amended the 1989 Agreement to revise the billing and payment provisions in Paragraph 6.b of the 1989 Agreement ("Amendment No. 1").

F. On December 18, 1989, the Parties amended the 1989 Agreement to provide specific measures and procedures for complying with federal and state laws and regulations regarding wastewater collection, transmission, treatment and disposal in Paragraph 9 of the 1989 Agreement ("Amendment No. 2").

G. On December 7, 1998, the Parties amended the 1989 Agreement to add Paragraph 26 to permit the rehabilitation of the City's incinerators ("Amendment No. 3").

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H. On November 19, 2003, the Parties executed an agreement entitled "Settlement and Release Agreement" and amended Paragraphs 6.a and 8 of the 1989 Agreement on June 2, 2005 to be consistent with the Settlement and Release Agreement ("Amendment No. 4").

I. On March 19, 2009, the Parties amended the 1989 Agreement to add Paragraph 28, which provided for the funding, design, and construction of an ultraviolet disinfection treatment system at the Treatment Plant ("Amendment No. 5").

J. On October 17, 2016, the Parties amended the 1989 Agreement to provide for the cost sharing for certain Treatment Plant renovations (collectively, the "Projects"), and to clarify the indemnity provision ("Amendment No. 6"). The Projects include, but are not limited to, up to $6.75 million for planning and design of the rehabilitation of:

- the primary sedimentation tanks;
- secondary treatment upgrades; and
- a new lab/environmental services building.

The Projects included up to $28 million for design and construction of the Sludge Dewatering and Truck Loadout Facility. The State Revolving Fund ("SRF") loans from the State Water Resources Control Board ("SWRCB") were the anticipated and authorized funding instruments in Amendment No. 6. The SRF loan has been granted for up to $28 million for the costs of the Sludge Dewatering and Truck Load-out Facility design and construction. An SRF loan has not yet been authorized for the $6.75 million planning and design expenses. However, SRF funding is anticipated to cover a portion of this amount.

The 1989 Agreement and Amendment Nos. 1-6 are referred to collectively, hereinafter as the "1989 Agreement."

K. City has developed and continues to implement an industrial pretreatment program ("Pretreatment Program"), pursuant to conditions contained in its National Pollutant Discharge Elimination System ("NPDES") Permit number CA0037834 issued by the San Francisco Bay Regional Water Quality Control Board ("Water Board"), implementing the requirements and policies of State law and the Federal Clean Water Act.

L. The District, who is a partner to the Treatment Plant (also referred to as the "Palo Alto Regional Water Quality Control Plant" or "RWQCP"), desires to continue to utilize the System and recognizes its industrial waste control obligations under the Federal Pretreatment Regulations at Title 40 of the Code of Federal Regulations, Part 403, ("40 CFR 403") as the same may be amended from time to time.

M. The Parties desire to restate and amend the Agreement to consolidate the terms added through multiple amendments into one document, to clarify certain provisions, to expand project financing instruments for the Projects described in Recital J beyond the SWRCB's SRF loan program, and to approve the construction of and cost-sharing for two additional RWQCP projects: (1) a new outfall and improvements to existing discharge infrastructure, and (2) rehabilitation of the primary sedimentation tanks including electrical upgrades.

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N. District Staff raised the issue of whether a Joint Powers Authority should be formed to manage the Treatment Plant. City staff are not taking steps to implement this idea at this time, as it has not been suggested by any of the other Partners to the Treatment Plant. City Staff have reported that neighboring Joint Power Authority treatment plants have higher sewer rates than the Partners of the Palo Alto Treatment Plant.

AGREEMENT

1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings herein set forth:

   a. "Capacity" means a stated amount of wastewater flow through the Treatment Plant (whether total, or a portion assigned to any contributor to the Treatment Plant), variously expressed in terms of Average Annual Flow (AAF) or Average Dry Weather Flow (ADWF).

   b. "Average Annual Flow (AAF)" means the daily average discharge of wastewater during a calendar year period, expressed as a rate of flow in million gallons per day, and shall be computed by dividing the total gallons discharged during such year by the number of days within such year.

   c. "Average Dry Weather Flow (ADWF)" means the daily average discharge of wastewater from May 1 to October 31, expressed as a rate of flow in millions gallons per day, and shall be computed by dividing the total gallons discharged during such period by the number of days within such period.

   d. "Recycled Water" means wastewater which has been treated beyond that required for San Francisco Bay discharge and which meets any water recycling criteria set forth in Title 22, Division 4, Chapter 3 of the California Code of Regulations.

   e. "Wastewater" means the water-carried wastes of the community derived from public, residential, commercial, or industrial sources.

2. TREATMENT PLANT CAPACITY AND ALLOCATION.

   a. Treatment Plant Capacity and Allocation. The Treatment Plant's primary, secondary, and tertiary capacity is 38.0 mgd (ADWF). The City shall have the right to utilize a total of 20.0 mgd of both the primary, secondary, and tertiary capacities, and shall make available a total of 2.9 mgd (ADWF) of such capacities to the District for the District's utilization. The District's capacity is 3.06 mgd (AAF) and is detailed in Exhibit "H" attached hereto and incorporated herein.

   b. Use of Capacity. Neither the District nor the City shall use the Treatment Plant or any part thereof to a greater percentage of its capacity, specified above, except with the approval and agreement of the other Party, as hereinafter provided. If either the City or the District hereafter desires to use additional capacity in the Treatment Plant or any unit thereof in

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excess of such amounts, and the Treatment Plant or any unit thereof is not then being used by the other Party to the full extent to which the other Party is entitled, the Party desiring such additional capacity may rent such additional capacity rights, at a rate of $400.00 per million gallons of primary and secondary capacity and $200.00 per million gallons of advanced waste treatment facility capacity. The District may audit the City's use of any capacity rented from the District, and the City may not sell the rented capacity to others. Likewise, the City may audit the District's use of rented capacity and the District may not sell rented capacity.

3. PAYMENT FOR COST OF TREATMENT. The District shall bear a proportionate share of the costs, determined in accordance with the City's standard accounting practices, of operating and maintaining the Treatment Plant, as follows:

a. Use of Allocation Formula. Attached to this Agreement and incorporated herein as Exhibit "C" is a description of the cost-allocation formula to be used to allocate operating and maintenance costs among the participants in the Treatment Plant. The District shall bear its share (as determined according to such formula) of all costs of operating and maintaining the Treatment Plant.

b. Industrial User Charges. Notwithstanding the foregoing and except as provided in Paragraph 11.n, the City shall charge the District an added amount to cover the cost of the Industrial Waste Pretreatment Program (IWPP). The IWPP charge shall be calculated as follows: 67% of the Palo Alto Utility Quantity Rate (Utility Rate Schedule S-2, Section C.2, excluding special notes) as of July 1 each year, multiplied by the volume of process wastewater discharged to the sewer system from any and all District "Significant Industrial Users," as defined by the U.S. Environmental Protection Agency. The Palo Alto Utility Rate S-2 will change from time to time as the City changes its rates.

c. Billing and Payment. The City shall bill the District as follows:

Prior to the commencement of its fiscal year on July 1, the City shall prepare an estimate of the annual cost of operating and maintaining the Treatment Plant for the forthcoming fiscal year and allocate such costs by user consistent with this Agreement. The City will provide a copy of said proposed budget to the District at least 30 days before it is scheduled for adoption. The District may comment on the proposed budget and review the City's records supporting its final budget, including the City's actual costs. Not later than thirty (30) days after July 1, October 1, January 1, and April 1, of each year, the City will bill the District an amount, payable not later than forty-five (45) days after July 1, October 1, January 1, and April 1, of each fiscal year, or twenty-five (25) days after the District receives said bill, whichever date is later, equal to one-fourth the amount of the adopted budget for the Treatment Plant allocated to the District. Such amount will be subject to the following adjustments:

i. All October 1 billings will be adjusted, subject to the City's annual audit, by the amount necessary to reflect the actual costs and expenses for operation and maintenance of the Treatment Plant during the immediately prior fiscal year. The City

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will review any audit performed by the District and may adjust the billings upon such review.

ii. With the April 1 billing, the City will make an adjustment for the then estimated remaining operation and maintenance expenses to be incurred between the period of April 1 and July 1, adjusted by the City's actual expenditures, if known, for the first three quarters of the fiscal year prior to April 1.

iii. In the event that the amount billed to and collected from the District for operation and maintenance associated with the District are less than or greater than the actual amounts expended when determined in conformity with subparagraph (a) by an amount more than ten percent (10%) greater or more than ten percent (10%) less than the amount billed and collected, the District's bill for the October 1 payment will be adjusted by an amount necessary to compensate for interest earned by or interest lost to the City on the amount of the overage or underage based on an imputed interest rate equal to the City's latest average rate of return on investments published by the Director of Finance of the City and applied to the average amount over ten percent (10%) or under ten percent (10%) from the date of payment.

iv. The District hereby agrees to set and collect fees and rates within its service area sufficient to pay its share of operating, maintenance, and capital expenses.

d. Supporting Information to be Made Available. The City shall supply the District with all existing information requested by the District which supports the City's determinations regarding the cost of operating and maintaining the Treatment Plant, including information relating to the computation of the relative shares of the individual participants in such costs. The City shall make available all such information relative to the costs of operating and maintaining the Treatment Plant (historical as well as current) to the District's auditors, upon request.

e. Delinquent Payments. In the event any amounts to be paid under this Agreement are not paid in full to the City within thirty (30) days of the due date, interest shall accrue on the unpaid balance at a rate and in an amount equal to seventy-five one hundredths percent (0.75%) per month of the unpaid balance.

4. RIGHTS OF PARTIES TO USE OF WASTEWATER PRODUCTS. Notwithstanding Water Code section 1210, either party to this Agreement shall have the right to have and to convey, at its own expense, all available wastewater by-products, including treated wastewater and Recycled Water, for reuse that the party requires. In the event the total of the Partner requests exceeds the available supply, each party shall be entitled to have wastewater by-products, including treated wastewater and Recycled Water, in proportion to the party's percentage of actual wastewater input flow to the total plant flow over the relevant period of time. In the future, should the District receive Recycled Water, City may bill the District for the incremental operation and maintenance (O&M) cost of producing Recycled Water (at a rate adopted by the City after review with the District), over and above the O&M cost of producing treated the same amount of wastewater that would otherwise be discharged to the Bay.

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5. PAYMENT FOR PAST PROJECTS WITH ONGOING OBLIGATIONS. As part of the 1989 Agreement, the Parties agreed on financing through bonds and/or loans and cost-sharing for certain projects including the Capacity Expansion Project, the Incinerator Rehabilitation Project, the Ultraviolet (UV) Disinfection Facility Project, and the Sludge Dewatering and Truck Loadout Facility Project. Debt schedules with remaining principal and interest payments are detailed in Exhibits "D," "E," "F," and "G" all attached hereto and incorporated herein. The District and City shall continue to pay their share of principal and interest on the following past projects listed below, and consistent with the Exhibits D, E, F, and G:

Project	Loan Principal Palo Alto/District	District Share	Debt Schedule Exhibit
1999 Refunding of 1990 Bonds for 1989 Capacity Expansion Project	$3,946,176 $986,544/$469,595	11.9% share	"D"*
1999 Bonds for Incinerator Rehabilitation Project	$7,500,000 $2,862,000/$573,000	7.64% share, Exhibit H	"E"**
SRF Loan for Ultraviolet Disinfection Facility Project	$8,595,665 $3,280,106/$656,709	7.64% share, Exhibit H	"F"
SRF Loan for Sludge Dewatering and Truck Load Facility Project	$25,197.407.73 $9,615,330.79/$1,925,081.95	7.64% share, Exhibit H	"G"
* The bill shall include an annual amortization of issuance costs and bond discount of $490.34 due in Q4 of each fiscal year (2020, 2021, 2022, and 2023) and $449.48 (2024). ** The bill shall include an annual amortization of issuance costs and bond discount of $664.06 due in Q4 of each fiscal year (2020, 2021, 2022, and 2023) and $$608.72 (2024).			

a. 1989 Capacity Expansion Project: 1999 Refunding of 1990 Bonds.

i. Payment for the District's Additional Capacity. The District hereby agrees to pay its proportionate share (11.9%) of the annual debt service and bond issuance requirements for the 1999 refunding of the 1990 bonds according to the schedule set forth in Exhibit "D" attached to this Agreement. The 1990 bonds are for the 1989 Capacity Expansion Project, which was refunded in 1999. The City shall bill the District one-quarter of such annual payment with each quarterly billing, as set forth in Paragraph 3.c of this Agreement. The bill shall include an annual amortization of issuance costs and bond discount.

b. 1999 Incinerator Rehabilitation Project: 1999 Bonds.

i. Payment for Incinerator Rehabilitation. The District hereby agrees to pay its proportionate share (7.64%) of the annual debt service and bond issuance requirements for the 1999 bonds according to the schedule set forth in Exhibit "E" attached to this

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Agreement. The 1999 bonds are for the Incinerator Rehabilitation project. The City shall bill the District one-quarter of such annual payment with each quarterly billing, as set forth in Paragraph 3.c of this Agreement. The bill shall include an annual amortization of issuance costs and bond discount.

c. Ultraviolet Disinfection Facility Project and SRF Loan

i. For purposes of this subparagraph, "Project Costs" means all costs incurred in connection with the planning, design, construction and implementation of the project. Without limiting the generality of the foregoing, Project Costs shall include, but not to be limited to, design, engineering, and other consultants' fees and costs, including fees incurred pursuant to agreements with engineers, contractors and other consulting, design and construction professionals; environmental analysis and approval, including compliance with the California Environmental Quality Act; deposits; ordinarily applicable permit fees, plan check fees, and inspection fees; initial maintenance; attorney's fees and costs; insurance; and interest from the date of payment on any contracts.

ii. The Parties authorized the City to pursue State Revolving Fund (SRF) loan from the State Water Resources Control Board (SWRCB) to fund the costs of the Ultraviolet Disinfection Project. The loan was authorized. The SRF loan shall be repaid in the same proportionate share as shown on Exhibit "H." The Parties further agree that if necessary, each Party shall raise their sewer use rates for the repayment of past SRF loans, operations, and/or maintenance of the Project, following any appropriate process under California Constitution article XIII C and D (Proposition 218).

iii. If the SWRCB terminates its loan commitment unexpectedly following execution of the construction contract for the Project, the City shall notify the District promptly. Following notification of the termination of the SRF, the Parties shall meet in a timely manner to discuss alternative funding sources and strategies.

iv. The Parties shall remain responsible for the Ultraviolet Disinfection Facility Project costs, bonds, and loans incurred, whether before or after termination of the Project, in connection with the termination of the Project construction contract, in the same proportion to each organization's share as shown in Exhibits "F" and "H". Unless earlier terminated, the obligations and responsibilities of the Parties shall commence with the execution of this Agreement and be in force for the life of the SRF loan.

v. The District shall pay its share of any Project Costs within ten (10) business days of receipt of the quarterly billing statement sent by the City. If District disputes the correctness of an invoice, it shall pay the invoice in full and the dispute shall be resolved after payment in accordance with the Agreement, and shall not offset against any payment due.

6. DESIGN OF PRIMARY SEDIMENTATION TANK REHABILITATION, SECONDARY TREATMENT UPGRADE, LABORATORY SERVICES BUILDING; DESIGN AND CONSTRUCTION OF SLUDGE DEWATERING AND TRUCK LOADOUT FACILITY; AND CONSTRUCTION OF OUTFALL AND PRIMARY SEDIMENTATION TANK REHABILITATION.

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a. Implementation of the "Projects"

i. City and District hereby approve the planning and design of the Primary Sedimentation Tanks, Secondary Treatment Upgrades, Laboratory/Environmental Services Building, and design and construction of a Sludge Dewatering and Truck Loadout Facility. Each Party shall pay its share of Project Costs for the Projects in proportion as it owns capacity in the Treatment Plant or portion thereof, as shown in Exhibit "H." For purposes of this subparagraph, "Project Costs" means all costs incurred in connection with the planning, design, construction and implementation of the Projects. Without limiting the generality of the foregoing, Project Costs shall include, but not be limited to: design, engineering, and other consultants' fees and costs, including fees incurred pursuant to agreements with engineers, contractors and other consulting, design and construction professionals; environmental analysis and approval costs, including cost of compliance with the California Environmental Quality Act; deposits, applicable permit fees; all costs to apply for and secure necessary permits from all required regional, state, and federal agencies, plan check fees, and inspection fees; construction costs; initial maintenance; attorneys' fees and costs; insurance; interest from the date of payment on any contracts.

ii. City and District hereby approve the construction of a new outfall and related improvements to existing discharge infrastructure (the "Outfall Project") and the rehabilitation of the primary sedimentation tanks including electrical upgrades (the "Primary Sedimentation Tank Rehabilitation Project"). Each Party shall pay its share of Project Costs for the Projects in proportion as it owns capacity in the Treatment Plant or portion thereof, as shown in Exhibit "H." For purposes of this subparagraph, "Project Costs" means all costs incurred in connection with the construction and implementation of these two projects. Without limiting the generality of the foregoing, Project Costs shall include, but not be limited to: engineering and other consultants' fees and costs, including fees incurred pursuant to agreements with engineers, contractors and other consulting, design and construction professionals; deposits, applicable permit fees; all costs to apply for and secure necessary permits from all required regional, state, and federal agencies; plan check fees, and inspection fees; construction costs; initial maintenance; attorneys' fees and costs; insurance; interest from the date of payment on any contracts.

iii. The projects described in subparagraphs (i) and (ii) immediately above are referred to individually as a "Project" and collectively as the "Projects".

b. Financing for the Projects. The District authorizes the City to pursue and receive State Revolving Fund ("SRF") loans from the State Water Resources Control Board ("SWRCB") or pursue other project financing (i.e. utility revenue bonds) to fund the costs of the Projects. The maximum amount of the financing sought for each Project is:

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- Planning/design of the primary sedimentation tanks, secondary treatment upgrades, and a new Laboratory/Environmental Services Building - $6.75 million
- Design and construction of a sludge dewatering and truck load-out facility - $28 million
- Construction of Outfall Project - $12 million
- Construction of Primary Sedimentation Tank Rehabilitation - $17 million

c. The SRF loans will have a thirty year repayment term. The SRF loans shall be repaid in the same proportionate share, as shown on Exhibit "H." The Parties further agree that, if necessary each Party shall raise their sewer use rates for the repayment of the SRF loan or other financing, operations, and/or maintenance of the Project, following any appropriate process under California Constitution article XIII C and D (Proposition 218).

d. If the SWRCB terminates its loan commitment unexpectedly following execution of the planning and/or construction contract(s) for a Project or the Projects, the City shall notify the District promptly. Following notification of the termination of the SRF loan commitment, the Parties shall meet in a timely manner to discuss alternative funding sources and strategies for completion of the Projects. If the Parties are unable to agree on new funding sources in a timely manner, then the City shall have the right to terminate the Project or the Projects immediately.

e. The Parties shall remain responsible for Project Costs and loans incurred, whether before or after termination of the Project, in connection with the termination of the Project construction contract, in the same proportion to each organization's share, as shown on Exhibit "H." Unless earlier terminated, the obligations and responsibilities of the Parties shall commence with the execution of this Agreement and be in force for the life of the SRF loan or other financing.

f. Pursuant to Paragraph 3.c of the Agreement, the City will supply the District with all information supporting the City's determinations regarding the Project Costs, including but not limited to, information relating to the computation of the relative shares of each organization. The City will make available all such information (historical and current) to the District's auditors, on request.

g. District shall pay its share of any Project Costs within thirty (30) business days of receipt of the quarterly billing statement sent by the City. If District disputes the correctness of an invoice, it shall pay the invoice in full and the dispute shall be resolved after payment in accordance with the Agreement, and shall not offset against any payment due. The Parties shall undertake any dispute resolution in accordance with Paragraph 15 of the Agreement.

7. FUNDING FOR MINOR CAPITAL IMPROVEMENT PROJECTS (CIPs).

a. Relatively small capital projects for the replacement of obsolete, broken or worn-out equipment, shall be referred to as "Minor Capital Projects". The total annual expenditure

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on Minor Capital Projects shall not exceed the amount specified for the base year (1982-1984) , as set forth below, adjusted annually, in accordance with the Consumer Price Index [Urban Wage Earners and Clerical Workers] (base year 1982-1984 = 100) for the San Francisco-Oakland-San Jose CSMA ("CPI"), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), most immediately preceding the twelve-month period beginning the July of each following fiscal year ("Extension Index"), and which shall be compared with the Index published most immediately preceding the twelve-month period beginning the July of each preceding fiscal year ("Beginning Index"). The Minor Capital Projects total maximum amount for the base year is set at 1.9 million dollars ($1,900,000.00).

b. Minor Capital Project expenses are included as part of operating expenses. Therefore, the District's share is calculated using Exhibit C, as it is for all operating expenses. Major CIPs are those which are too large to be implemented with the annual funds available in 7.a above. The District's share for Major CIPs is contained in Exhibit H.

8. PAYMENTS FOR MAJOR CAPITAL IMPROVEMENT PROJECTS (CIPS). Each Party shall pay for the cost of major CIPs in an amount equal to its proportional share of capacity in the Treatment Plant or portion thereof, as more fully described in Exhibit "H," attached hereto and incorporated herein by reference. If the District will pay for its share of the costs of CIPs through its voluntary participation in the City's issuance of debt securities, if any, to finance the work, then the District shall pay to the City for its share of the City's debt service in an amount equal to its proportional share of capacity in the Treatment Plant, unless the Parties agree in a separate writing to a different share. Major CIPs means those projects, which are not covered by Paragraph 7.

9. ALTERNATE FUNDING MECHANISM FOR THE PLANNING AND DESIGN OF THE PRIMARY SEDIMENTATION TANK REHABILITATON, SECONDARY TREATMENT UPGRADE, AND LAB/ENVIRONMENTAL SERVICES BUILDING PROJECTS. The City utilized the annual minor capital budget funded by the Parties (detailed in Paragraph 6) to fund the Sludge Dewatering and Load-out Facility project planning and design, with the intent to reimburse the annual minor capital budget once the SRF loan for that project phase was received. The Parties agree that the City will use the SRF loan reimbursement funds from the Sludge Dewatering and Loadout Facility project design (soft costs only of approximately $3.4 million, referred to as the "Reimbursement Funds") to finance the initial planning and design costs of the following three projects: (1) primary sedimentation tanks, (2) secondary treatment upgrades, and (3) a new Laboratory/Environmental Services Building. After the Reimbursement Funds are exhausted, any additional planning and design expenses for the three projects shall be paid by the Parties in quarterly payments in the same proportionate shares as shown on Exhibit "H". Once construction financing for these three projects is secured, the City may roll any remaining, yet unbilled, planning and design expenses into the debt financing instrument.

10. THE DISTRICT'S OUTFALL. The City hereby confirms that by an Amendment to the Original Agreement dated September 10, 1963 ("September 1963 Amendment"), it granted to the District the right to construct and maintain a sanitary sewer outfall line (subsequently sized at

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twenty-four (24) inches) over a route across City property as shown on a map attached to this Agreement as Exhibit "A" and "B."

a. The District shall have an irrevocable license coextensive in term with the existence of said outfall or until the license is replaced with an easement as set forth in subparagraph f, for ingress and egress across City property necessary to maintain or repair said outfall, in the event that the Parties do not agree on another method of such repair and maintenance.

b. District shall operate such facilities without trespassing on any fairways or greens of City's golf course and shall exercise due diligence in the protection of all natural plant material, wetlands (if any), environmental habitat, and piping, to the greatest extent feasible.

c. In addition, for the portion of the District's facilities within the City's airport, the District shall exercise due diligence and coordinate any maintenance work with the City's airport and the Federal Aviation Administration (FAA) as required.

d. If any regulatory permits are required, the District shall be responsible for obtaining them and following the requirements of any applicable regulatory permit.

e. District's operation of its facilities shall not interfere with City's use or development of any City property.

f. In 2017, as part of the San Francisquito Creek Flood Reduction, Ecosystem, Restoration, and Recreation Project San Francisco Bay to Highway 101, District relocated a portion of the sanitary sewer outfall line pursuant to a Right of Entry Agreement by and between City and District dated October 5, 2017 ("ROE"). The Parties agree to enter into an easement agreement to govern the rights and obligations of the Parties with respect to both the new portion of the line and the preexisting portion first contemplated by the September 1963 Amendment, which easement agreement upon recording shall supersede and replace the preceding provisions regarding the license. The Parties shall cooperate in the preparation and recording of the easement. At City's request, District shall cause the preparation of the following documents necessary for the easement, and submit them to City:

- A set of as-built plans and profiles (hard copy and AutoCAD) for District's entire sanitary sewer outfall line on City property, including the preexisting portion and that portion installed under the ROE. The plan shall be prepared based on the surveyed information obtained by the District's consultant.
- The set of as-built plans and profiles shall include the segment of pipe that was slip-lined and left in place for future use.
- Where feasible, surveyed markers, steel pipe, monuments or equivalent shall be set in the field by a licensed surveyor to identify the location of the existing facilities.

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g. In accordance with the September 1963 Amendment, and without creating any precedent for any future connections, the District shall provide and reserve capacity for sanitary facilities at the City's golf course in order to accommodate the sewage from the two (2) existing restroom facilities at the golf course ("Fixture Units") in operation as of the date of this Agreement. The flow value of each of the two (2) Fixture Units is approximately 5,000 gallons per year. The In preparing fourth quarter bills for each fiscal year, the City shall deduct 5,000 gallons per fiscal year from the total flow of the District beginning in Fiscal Year 2020-2021.

h. The two connections to the District's trunk line from the Palo Alto Airport which predate November 19, 2003 may also continue to be utilized by the City without compensation to the District. One connection is from the airport tower and wash pad, and the other connection is from Building 1903B.

i. The flow from the four connections described in subsections (g) and (h) above shall not count toward the District's capacity allocation contained in Exhibit "H."

j. The Parties agree that the value of the license and easement to the District offsets any incremental cost to the District from Fixture Units and the City Airport trunk line connections.

k. Regarding future connections or flow increases to the District outfall from Palo Alto, fees and expenses for both use and connection to the District outfall shall be negotiated and approved in a future amendment to this agreement.

11. PRETREATMENT PROGRAM

a. District will adopt the City's Sewer Use Ordinance (currently codified in Chapter 16.09 of Title 16 of the Palo Alto Municipal Code), as it may be amended from time to time. Alternatively, the District may adopt its own Pretreatment Ordinance which is at least as stringent as federal, state, and City requirements, and is rapidly updated when new requirements are issued by any of these entities.

b. Whenever City makes revisions or additions to its Sewer Use Ordinance, City will forward to District a copy of such revisions or additions within ninety (90) days of enactment thereof. District will take all necessary steps to ensure that the ordinance as applicable in the District's jurisdiction is consistent with and reflects the most current version of the City's Sewer Use Ordinance in effect.

c. District designates City as an agent of District for the purposes of implementation and enforcement of District's ordinances against industrial users located in District. City may, but shall not be obligated to, take any action under District's ordinances which could have been taken by District, including the enforcement of the ordinance in courts of law.

d. City, on behalf of and as agent for District, will perform technical and administrative duties to implement and enforce District ordinances and regulations. City will: (1) Prepare

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industrial waste discharge permits for District to issue to industrial users located within its boundary; (2) Conduct inspections, sampling, surveillance, and analysis; (3) Take all appropriate enforcement action, save litigation (except as specified in 11.i below), required to enforce District's ordinances, regulations, and industrial waste discharge permit provisions, as outlined in City's enforcement response plan and provided for in District's ordinances and regulations; (4) Notify industrial users of new requirements; (5) Prepare documentation necessary to support enforcement actions to be taken by District; (6) Process from industrial users all reports, including compliance reports, self-monitoring reports, base-line reports, records of violations and actions taken, and any other monitoring or reporting requirements imposed by federal, state, or local regulations. These records and other relevant information shall be maintained for at least three (3) years by City. City shall forward copies of any inspection reports, sampling results, and informal administrative enforcement actions which it generates to District upon request; and (7) Perform any other technical or administrative duties the Parties deem appropriate. In addition, City may, as an agent of District, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

e. Any authorized officer or employee of City may enter and inspect at any reasonable time any part of District's wastewater system; provided, however, at or before the time this right of inspection is exercised, City shall notify District by at least telephonic means of the date, time, place and nature of the intended inspection, and upon conclusion of the inspection shall upon request provide District with a written report of the inspection activities undertaken by City and the information obtained. The right of entry and inspection shall extend to public streets, easements, and property within which the system is located. Additionally, District hereby grants authorized officers or employees of City to enter onto private property, in compliance with the law, to inspect industrial users within the jurisdiction of District. Authorized officers or employees of City shall have the same legal authority afforded District staff. The right of inspection shall include on-site inspection of entire facilities including pretreatment and sewer facilities and includes observation, measurement, sampling, testing, and access to (with the right to copy) all pertinent compliance reports and documents required to be maintained by federal, state, or local regulations and applicable discharge permits.

f. District will be responsible for:

i. Updating the industrial waste survey and providing such update annually to City;

ii. Issuing industrial waste discharge permits;

iii. Initiating litigation required to enforce District's ordinances, regulations, and industrial waste discharge permit provisions. The District and the City may each or both seek injunctive relief when an imminent danger exists , as described in 11.i below and

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iv. Controlling by written contract, with terms and conditions equivalent to the requirements of District's ordinances and regulations, any discharger outside District's territorial limits which is connected to District's wastewater system.

g. District shall file with City certified copies of its ordinances and regulations and any amendments thereto, any discharge permits which District issues, including any contracts entered into by District for the purpose of controlling industrial waste.

h. If City determines that District has failed or has refused to fulfill any Pretreatment Program obligations, City will allow District thirty (30) days to identify the cause of the violation(s) and remedy them. If the District is unable to remedy the violation within thirty (30) days, City shall develop, in consultation with District if possible, and issue a remedial plan containing a description of the nature of the Pretreatment Program deficiencies, and an enumeration of the steps to be taken by District, and a time schedule for attaining compliance with all Pretreatment Program obligations. Where District fails or declines to satisfy the conditions of the remedial plan on schedule, City may seek review of the remedial plan and enforcement thereof, via seeking injunctive relief or any other legally available remedy, in a court of competent jurisdiction. Where District fails to satisfy any such conditions on schedule, other than those imposed or required by formal administrative or judicial enforcement actions, City may conduct those tasks. District shall reimburse City for any and all costs associated with performing these tasks. In the event District has failed to satisfy the terms of any remedial plan, City may, upon thirty (30) days' written notice, refuse to accept industrial waste emanating from industrial users within District's jurisdiction and enforce such prohibition in any court of competent jurisdiction.

i. Where a discharge to the wastewater system reasonably appears to present an imminent danger to the public health, safety, and welfare, or presents or may present, an imminent danger to the environment, or threatens to interfere with either Party's wastewater system, either Party may immediately initiate steps to identify the source of the discharge, and to halt or prevent said discharge. Either Party may seek injunctive relief against any industrial user or other person contributing to the emergency conditions and may pursue self-help remedies if available.

j. District will prohibit the discharge of surface and storm water into its sanitary sewers if such discharge is or would be excessive under any federal, state, or local regulation, and shall otherwise comply with such regulations in permitting any such discharge therein.

k. District shall defend, indemnify and hold harmless the City, its agents, officers and employees, of, from and for all damages, fines and costs incurred as a result of industrial waste discharge from District (including industrial dischargers connected to District's system) or incurred as a result of the failure of District to comply with Paragraph 11 (Pretreatment Program) of this Agreement. District shall reimburse City for fines or costs stemming from damages to City facilities or the System, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations arising in the jurisdiction of District, and other air, water and sludge quality violations attributable to District, or its industrial dischargers, and any enforcement actions of regulatory agencies including the state

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and regional water boards and federal and state environmental protection agencies. In the event that any suit based on such a claim, demand, suit, action, fine, penalty or liability is brought against either Party, each Party retains the right to participate in said suit.

l. If the authority of City to act as an agent for District under this Agreement is questioned by an industrial user, court of law, or otherwise, District will take whatever action is necessary to ensure the implementation and enforcement of District ordinances and regulations against its industrial users, including, but not limited to, implementing and enforcing District ordinances and regulations on its own behalf and/or amending this Agreement to clarify City authority. Any such actions shall be at no cost to City.

m. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (33 U.S.C. 1251 et seq.) and rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary.

n. District shall reimburse City for administrative costs of permitting, implementing and enforcing the Pretreatment Program. District agrees that City may seek such reimbursement by directly charging facilities regulated under the Pretreatment Program within the jurisdiction of District for said costs and/or recovering said costs through permit or annual fees.

12. INDEMNIFICATION. Each of the Parties shall defend, indemnify and hold the other party harmless of and from all claims, liabilities, actions, causes of action, proceedings, damages, fines, penalties, costs, expenses, attorneys' fees or any other forms of pecuniary or non-pecuniary relief which result from:

a. That party's violation of laws and regulations governing the collection, transmission, treatment and disposal of wastewater or wastewater byproducts, including, without limitation, laws and regulations governing disruption of treatment processes or operations, degradation of sludge quality, and NPDES permit violations attributable to the conduct of that party or other persons, including industrial waste dischargers for whom that party exercises regulatory responsibility.

b. That party's failure to exercise reasonable care in the operation and maintenance of its wastewater facilities.

13. TERMINATION.

a. Termination Rights. Except as otherwise provided herein, this Agreement shall continue indefinitely; provided the District may withdraw herefrom if it decides to construct and operate a treatment plant of its own, join in the use of some plant, or execute another alternative; in which case the District shall give the City at least six months written notice in advance of its intention to withdraw. Upon the consummation of such withdrawal, this Agreement shall be deemed to have terminated, except as to obligations already incurred and not yet satisfied.

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b. Disposition of Property and Funds Upon Termination. Upon termination of this Agreement, all property of either Party then in the custody of the other or a third party shall be distributed pursuant to an agreement reached by the City and the District at that time.

14. BREACH OF AGREEMENT. In the case of a breach by either Party of any of its respective obligations to be performed hereunder, notice in writing of such breach may be given by the aggrieved one to the other, who shall have a reasonable time not exceeding sixty (60) days, in which to cure such breach.

15. DISPUTE RESOLUTION. The Parties acknowledge that there are a number of informal dispute resolution procedures (such as arbitration, mediation, informal conferences, etc.) which could be used to resolve any controversy or claim arising out of or relating to this Agreement, or the alleged breach thereof. The Parties agree in principle that one or more such mechanisms should be utilized prior to proceeding in a judicial forum. Should any such controversy or claim arise, any Party wishing to utilize an informal dispute resolution procedure may request in writing that such procedure should be utilized, stating in general terms the nature of the proposed procedure. The other Party shall then have a period of two (2) weeks in which to either accept or reject such request. If such request is denied, or if no answer to such request is given within such period, then the requesting Party shall be free to pursue any legal remedy which may be available to it. If such request is accepted, then the procedures outlined in such request shall first be followed prior to either Party resorting to a judicial procedure.

16. NOTICES AND OTHER COMMUNICATIONS. Every notice or other communication required or contemplated by this Agreement by either Party shall be delivered either by (a) personal delivery or (b) postage prepaid return receipt requested certified mail addressed to the Party for whom intended at the following address:

a. If to District, to:

General Manager
East Palo Alto Sanitary District
901 Weeks Street
East Palo Alto, CA 94303

Separate copies to:

President of Board of Directors
Secretary of Board of Directors
East Palo Alto Sanitary District
901 Weeks Street
East Palo Alto, CA 94303

b. If to City, to:

City of Palo Alto
City Manager's Office

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Post Office Box 10250
Palo Alto, CA 94301
Attn: Director of Public Works

Copy to:

Palo Alto Regional Water Quality Control Plant
Attn: Manager, Water Quality Control Plant
2501 Embarcadero Way
Palo Alto, CA 94303

or at such other address as the intended recipient previously shall have designated by written notice to the other party. Notice by certified mail shall be effective on the date it is officially recorded as delivered to the intended party by return receipt or the equivalent. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

17. CONSENT TO JURISDICTION, SERVICE, AND VENUE. Should either party submit matters of dispute to a court for the purpose of enforcing obligations hereunder or otherwise in connection herewith, both parties hereby consent to the jurisdiction and venue of the state or federal courts in the County of San Mateo or the County of Santa Clara, California.

18. NO WAIVER OF RIGHTS. All waivers hereunder must be in writing, and failure at any time to require the other party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

20. WRITTEN AGREEMENT TO GOVERN. This Agreement sets forth the entire understanding and prospectively supersedes all prior and contemporaneous agreements between the parties relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and neither party shall be bound by any definition, condition, representation, warranty, covenant, or provision other than as expressly stated in or contemplated by this Agreement or as subsequently shall be set forth in writing and executed by a duly authorized representative of the party to be bound. Except as expressly set forth in the Agreement, all rights, claims, and obligations of the parties shall be preserved.

21. SEVERABILITY. If any provision of this Agreement shall be held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given an effect without the invalid provision, and, to this end, the provisions hereof are severable. If any provision of this Agreement shall be held invalid because of its scope or

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duration, the court making such determination shall have the power to limit the scope and/or duration of such provision and, in its limited form; such provision shall then be enforceable.

22. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

23. REVISION OF AGREEMENT. This Agreement may, from time to time, be amended, revised, or supplemented by and with the consent of the parties hereto and subject to the approval and ratification of their respective governing bodies.

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IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Agreement which restates and amends that certain Agreement (Palo Alto No. 237) dated March 16, 1989, as amended, between the City of Palo Alto and East Palo Alto Sanitary District as of the date first written above.

ATTEST:

DocuSigned by:
Beth Minor
275231170A804D7...
City Clerk

CITY OF PALO ALTO

By: DocuSigned by:
DD53585CA6CB4E9...
Mayor

APPROVED AS TO FORM:

DocuSigned by:
Aylin Bilir
D0E86E7C83E64AD...
City Attorney or Designee

APPROVED AS TO CONTENT:

DocuSigned by:
Ed Shikada
F2DCA19CCC8D4F9...
City Manager or Designee

EAST PALO ALTO SANITARY DISTRICT

ATTEST:

Betsy Yañez, Secretary

Joan Sykes-Miessi, ~~Vice President~~ Acting President

APPROVED AS TO FORM:

Mala Subramanian, General Counsel

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ATTEST:

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Beth Minor
27523117DA804D7...
City Clerk

CITY OF PALO ALTO

By: DocuSigned by:
DD53585CA6CB4E9...
Mayor

APPROVED AS TO FORM:

DocuSigned by:
Aylin Bilir
D0E80E7C83E04AD...
City Attorney or Designee

APPROVED AS TO CONTENT:

DocuSigned by:
Ed Shikada
F2DCA19CCC8D4F9...
City Manager or Designee

EAST PALO ALTO SANITARY DISTRICT

ATTEST:

B. Yañez
Betsy Yañez, Secretary

Joan Sykes-Miessi, Vice President

APPROVED AS TO FORM:

Mala Subramanian, General Counsel

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EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT "A"

All that real property situated in the City of East Palo Alto, County of San Mateo, State of California, described as follows:

Being a portion of that parcel as described in that certain Grant Deed recorded March 27, 1946 as Book 1244 Page 439 of Official Records of said county and also being a strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described line:

COMMENCING at an iron pipe monument at the intersection of the centerlines of Daisy Lane and Hibiscus Court, as shown on that map entitled "Tract No. 805 Palo Alto Gardens No.7" filed August 16, 1962 in Book 56 of Maps at Page 38 at said office of said recorder; thence along said centerline North 01°24'00" West 258.73 feet to an iron pipe monument, thence continuing along said centerline northwesterly North 01°24'00" West 34.43 feet to the southerly line of that parcel of East Palo Alto Sanitary District as described in that certain Grant Deed recorded December 18, 1984 as Instrument No. 85031440 of Official Records in said office of said recorder; thence along said southerly line North 83°45'00" East 266.28 feet to the southeasterly corner of said parcel of East Palo Alto Sanitary District, said point also being the northeasterly corner of the PG&E Right-of-Way (60 feet wide) as described in that certain Tax Deed recorded September 4, 2015 as Instrument No. 2015-095214 of Official Records in said office of said recorder; thence along the easterly line of said PG&E Right-of-Way for the following two course: South 06°08'45" East 214.02 feet and South 24°43'43" East 372.92 feet; thence leaving said easterly line North 87°05'56"East 127.45 feet to the **TRUE POINT OF BEGINNING**; thence North 87°05'56"East 56.00 feet to its point of termination, said point hereinafter referred to as **POINT "A"**.

The sidelines of said strip shall be prolonged or shortened so as to begin at said easterly line of said PG&E Right-of-Way and shall terminate at the westerly line of Easement "B" described herein.

Containing 1,120 square feet (0.03 acres) more or less.

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EASEMENT "B"

All that real property situated in the City of East Palo Alto, County of San Mateo, State of California, described as follows:

Being a portion of that parcel as described in that certain Grant Deed recorded March 27, 1946 as Book 1244 Page 439 of Official Records of said county, described as follows:

BEGINNING at said **POINT "A"** hereinbefore described; thence for the following courses and distances: North 00°00'00" East 60.00 feet, thence North 90°00'00" East 10.00 feet to a point hereinafter referred to as **POINT "B"**; thence North 90°00'00" East 34.00 feet; South 00°00'00" West 35.00 feet to a point hereinafter referred to as **POINT "C"**; thence South 00°00'00" West 35.00 feet; thence South 90°00'00" West 44.00 feet, thence North 00°00'00" East 10.00 feet to the **POINT OF BEGINNING**.

Containing 3,080 square feet (0.07 acres) more or less.

EASEMENT "C"

All that real property situated in the City of East Palo Alto, County of San Mateo, State of California, described as follows:

Being a portion of that parcel as described in that certain Grant Deed recorded March 27, 1946 as Book 1244 Page 439 of Official Records of said county and also being a strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described line:

BEGINNING at said **POINT "B"** hereinbefore described; thence North 14°58'25" West 460.75 feet to its point of termination.

The sidelines of said strip shall be prolonged or shortened so as to begin at the northerly line of Easement "B" described herein.

Containing 9,215 square feet (0.21 acres) more or less.

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EASEMENT "D"

All those real properties situated in the City of East Palo Alto, County of San Mateo and the City of Palo Alto, County of Santa Clara, State of California, described as follows:

Being a portion of that parcel in said City of East Palo Also as described in that certain Grant Deed recorded March 27, 1946 as Book 1244 Page 439 of Official Records of said County of San Mateo and a portion of that parcel in said City of Palo Alto as described in that certain Quitclaim Deed recorded January 23, 1974 as Instrument No. 4690974 of Official Records of said County of Santa Clara and also being a strip of land 65.00 feet in width, lying 32.50 feet on each side of the following described line:

BEGINNING at said **POINT "C"** hereinbefore described; thence South 81°53'09" East 524.27 feet to its point of termination, said point hereinafter referred to as **POINT "D"**.

The sidelines of said strip shall be prolonged or shortened so as to begin at the easterly line of Easement "B" described herein and shall terminate at the southwesterly line of Easement "E" described herein.

Containing 34,075 square feet (0.78 acres) more or less.

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EASEMENT "E"

All that real property situated in the City of Palo Alto, County of Santa Clara, State of California, described as follows:

Being a portion of that parcel as described in that certain Quitclaim Deed January 23, 1974 as Instrument No. 4690974 of Official Records of said county and also being a strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described line:

BEGINNING at said **POINT "D"** hereinbefore described; thence the following courses and distances: North 21°40'53" East 160.73 feet, thence North 36°30'37" East 302.34 feet, thence North 50°27'24" East 365.63 feet, thence North 51°14'34" East 481.56 feet, thence North 76°57'29" East 327.01 feet, thence South 37°54'43" East 2,660.98 feet, thence South 05°42'51" West 1,490.68 feet to its point of termination.

The sidelines of said strip shall be prolonged or shortened so as to begin at the southeasterly line of Easement "D" described herein.

Containing 115,754 square feet (2.66 acres) more or less.

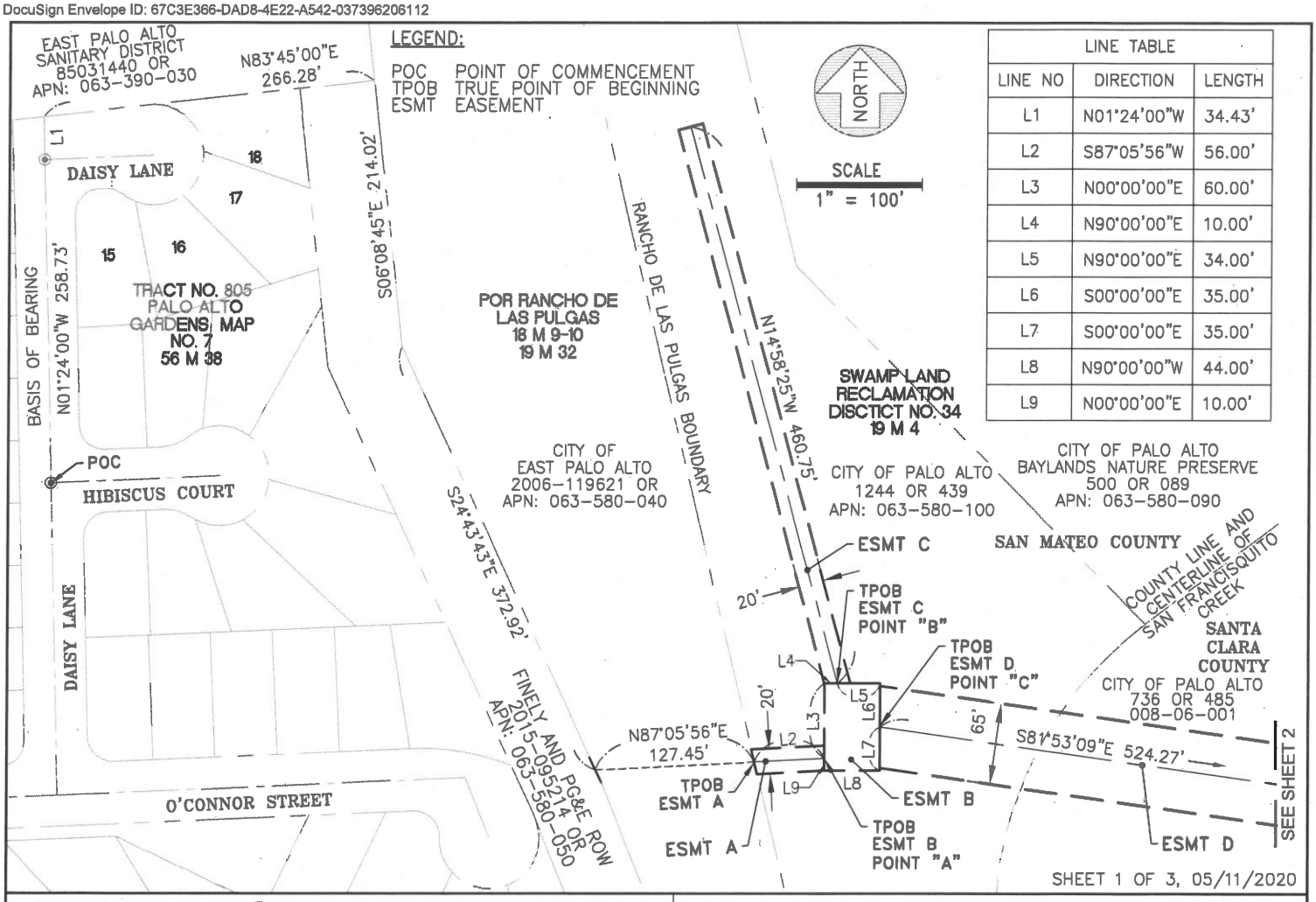
Exhibit 'B" is attached hereto and as such, made a part hereof.

This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale or for the sale of the lands described herein.



May 11, 2020

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LINE TABLE		
LINE NO	DIRECTION	LENGTH
L1	N01°24'00"W	34.43'
L2	S87°05'56"W	56.00'
L3	N00°00'00"E	60.00'
L4	N90°00'00"E	10.00'
L5	N90°00'00"E	34.00'
L6	S00°00'00"E	35.00'
L7	S00°00'00"E	35.00'
L8	N90°00'00"W	44.00'
L9	N00°00'00"E	10.00'

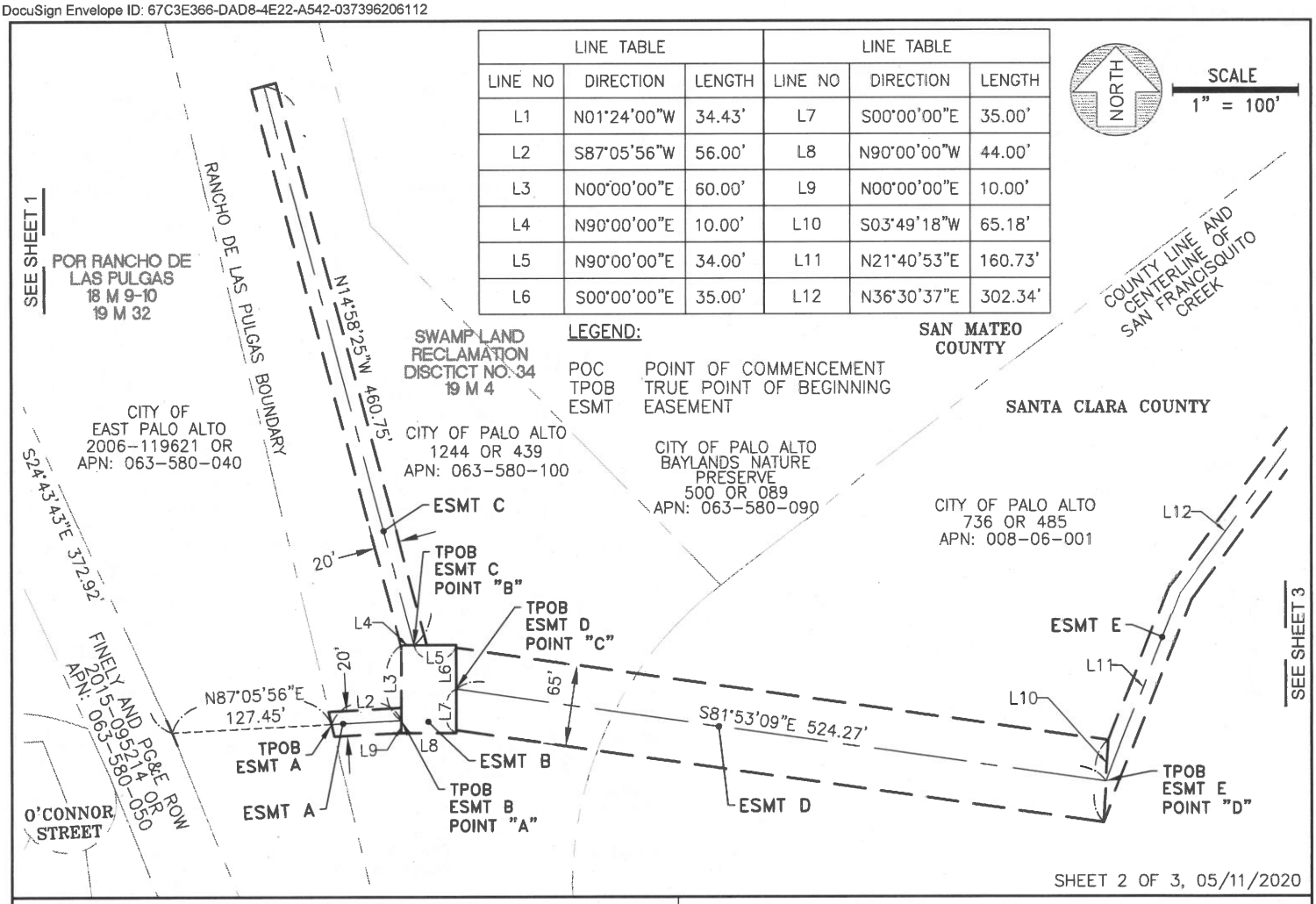
SHEET 1 OF 3, 05/11/2020

FREYER & LAURETA, INC.
CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920
www.freyerlaureta.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

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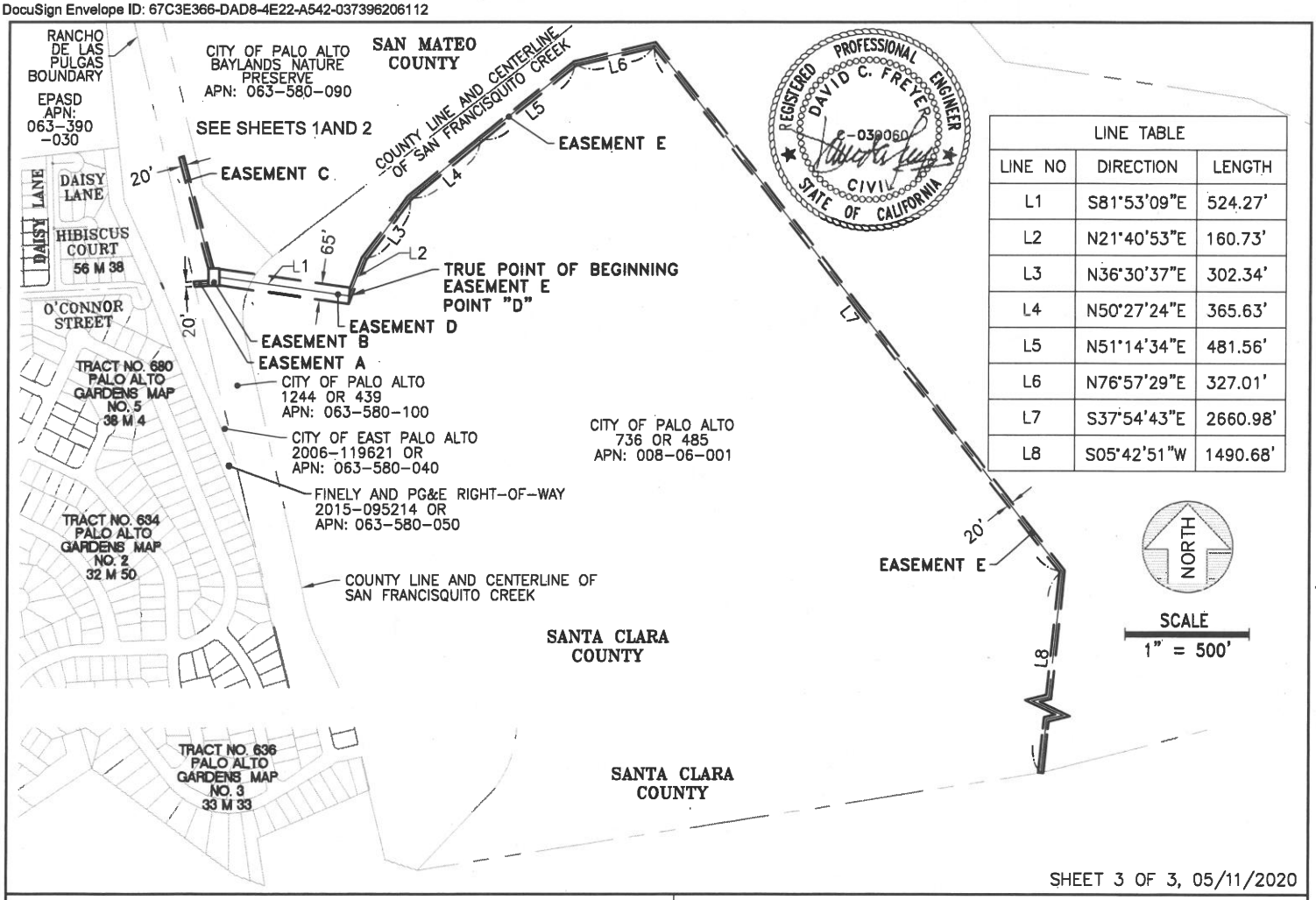
SHEET 2 OF 3, 05/11/2020

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EXHIBIT B

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LINE TABLE		
LINE NO	DIRECTION	LENGTH
L1	S81°53'09"E	524.27'
L2	N21°40'53"E	160.73'
L3	N36°30'37"E	302.34'
L4	N50°27'24"E	365.63'
L5	N51°14'34"E	481.56'
L6	N76°57'29"E	327.01'
L7	S37°54'43"E	2660.98'
L8	S05°42'51"W	1490.68'

SHEET 3 OF 3, 05/11/2020

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EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION

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EXHIBIT C

ALLOCATION, BILLING, AND PAYMENT OF PALO ALTO REGIONAL WATER QUALITY CONTROL PLANT OPERATION AND MAINTENANCE EXPENSES

Operation and maintenance expenses shall be allocated to the below-listed expense categories in the proportions shown:

Expense Category	Proportion
Volume of sewage	34%
Chemical oxygen demand (COD)	22%
Suspended solids (SS)	22%
Ammonia (NH_3)	22%

In subsequent years, the above percentage allocations may be altered based upon cost data derived in accordance with generally accepted accounting principles and upon agreement of all parties hereto. The volume of sewage received and the concentration of chemical oxygen demand, suspended solids, and ammonia contained therein shall be determined for each party in accordance with the criteria set forth in this Exhibit.

Treatment expense rates (per million gallons of wastewater volume and per thousand pounds of each of the other expense categories above) shall be established for each fiscal year. Each party shall pay its portion of the operation and maintenance expenses based on these rates (and the volume and quality of its wastewater).

EVALUATING EXPENSE CATEGORY ITEMS

Wastewater Volume

The wastewater volume for each party shall be measured by a flow meter or flow meters in its outfall or outfalls or such other method as agreed upon between parties. Sewage meters and their locations shall be as approved by the Manager of the Treatment Plant.

Sewage Quality

The characteristic values of COD, SS, and NH_3 shall be determined by sampling and analyzing wastewater from each party's outfall according to good laboratory and sampling practices. The best equipment and techniques reasonably available to the Regional Water Quality Control Plant personnel shall be utilized in determining these characteristic values.

All samples shall be analyzed at the laboratory of the Regional Water Quality Control Plant. If any party to the Agreement disputes the findings of the foregoing sampling programs, the disputing party may collect samples at the same monitoring points and submit them for analysis by a laboratory approved by the superintendent of Palo Alto Water Quality Control Plant at the disputing party's own expense.

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C237 Exhibit D: City of Palo Alto
1999 Refunding of 1990 Utility Revenue Bonds

DEBT SERVICE SCHEDULE FOR WASTEWATER TREATMENT
For Palo Alto, East Palo Alto Sanitary District, Stanford, and Los Altos Hills

	25.00% PALO ALTO			11.90% EAST PALO ALTO			4.10% STANFORD			0.20% LOS ALTOS HILLS			
FISCAL YEAR ENDING	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	TOTALS
6/30/00	$ 25,691.25	$ 47,891.70	$ 73,582.95	$ 12,229.04	$ 22,796.45	$ 35,025.49	$ 4,213.37	$ 7,854.24	$ 12,067.61	$ 205.53	$ 383.13	$ 588.66	$ 121,264.71
6/30/01	$ 23,122.13	$ 47,056.74	$ 70,178.87	$ 11,006.13	$ 22,399.01	$ 33,405.14	$ 3,792.03	$ 7,717.30	$ 11,509.33	$ 184.98	$ 376.45	$ 561.43	$ 115,654.77
6/30/02	$ 23,978.50	$ 46,189.66	$ 70,168.16	$ 11,413.77	$ 21,986.28	$ 33,400.05	$ 3,932.47	$ 7,575.10	$ 11,507.57	$ 191.83	$ 369.52	$ 561.35	$ 115,637.13
6/30/03	$ 24,834.87	$ 45,230.52	$ 70,065.39	$ 11,821.40	$ 21,529.73	$ 33,351.13	$ 4,072.92	$ 7,417.80	$ 11,490.72	$ 198.68	$ 361.84	$ 560.52	$ 115,467.76
6/30/04	$ 25,691.24	$ 44,237.12	$ 69,928.36	$ 12,229.04	$ 21,056.87	$ 33,285.91	$ 4,213.37	$ 7,254.89	$ 11,468.26	$ 205.53	$ 353.90	$ 559.43	$ 115,241.96
6/30/05	$ 26,547.62	$ 43,183.78	$ 69,731.40	$ 12,636.67	$ 20,555.48	$ 33,192.15	$ 4,353.81	$ 7,082.14	$ 11,435.95	$ 212.38	$ 345.47	$ 557.85	$ 114,917.35
6/30/06	$ 28,260.37	$ 42,068.78	$ 70,329.15	$ 13,451.94	$ 20,024.74	$ 33,476.68	$ 4,634.70	$ 6,899.28	$ 11,533.98	$ 226.08	$ 336.55	$ 562.63	$ 115,902.44
6/30/07	$ 29,116.74	$ 40,853.59	$ 69,970.33	$ 13,859.57	$ 19,446.31	$ 33,305.88	$ 4,775.15	$ 6,699.99	$ 11,475.14	$ 232.93	$ 326.83	$ 559.76	$ 115,311.11
6/30/08	$ 29,973.11	$ 39,572.45	$ 69,545.56	$ 14,267.21	$ 18,836.49	$ 33,103.70	$ 4,915.59	$ 6,489.88	$ 11,405.47	$ 239.79	$ 316.58	$ 556.37	$ 114,611.10
6/30/09	$ 31,685.87	$ 38,223.66	$ 69,909.53	$ 15,082.48	$ 18,194.46	$ 33,276.94	$ 5,196.48	$ 6,268.68	$ 11,465.16	$ 253.49	$ 305.79	$ 559.28	$ 115,210.91
6/30/10	$ 33,398.61	$ 36,766.11	$ 70,164.72	$ 15,897.75	$ 17,500.67	$ 33,398.42	$ 5,477.37	$ 6,029.64	$ 11,507.01	$ 267.19	$ 294.13	$ 561.32	$ 115,631.47
6/30/11	$ 35,111.37	$ 35,196.37	$ 70,307.74	$ 16,713.01	$ 16,753.47	$ 33,466.48	$ 5,758.27	$ 5,772.21	$ 11,530.48	$ 280.89	$ 281.57	$ 562.46	$ 115,867.16
6/30/12	$ 36,824.11	$ 33,511.03	$ 70,335.14	$ 17,528.28	$ 15,951.25	$ 33,479.53	$ 6,039.16	$ 5,495.81	$ 11,534.97	$ 294.59	$ 268.09	$ 562.68	$ 115,912.32
6/30/13	$ 38,536.87	$ 31,669.82	$ 70,206.69	$ 18,343.55	$ 15,074.83	$ 33,418.38	$ 6,320.05	$ 5,193.85	$ 11,513.90	$ 308.30	$ 253.36	$ 561.66	$ 115,700.63
6/30/14	$ 40,249.61	$ 29,742.98	$ 69,992.59	$ 19,158.82	$ 14,157.66	$ 33,316.48	$ 6,600.94	$ 4,877.85	$ 11,478.79	$ 322.00	$ 237.94	$ 559.94	$ 115,347.80
6/30/15	$ 41,962.37	$ 27,730.50	$ 69,692.86	$ 19,974.09	$ 13,199.72	$ 33,173.81	$ 6,881.83	$ 4,547.80	$ 11,429.63	$ 335.70	$ 221.84	$ 557.54	$ 114,853.85
6/30/16	$ 44,531.49	$ 25,632.38	$ 70,163.87	$ 21,196.99	$ 12,201.01	$ 33,398.00	$ 7,303.17	$ 4,203.71	$ 11,506.88	$ 356.25	$ 205.06	$ 561.31	$ 115,630.06
6/30/17	$ 46,244.25	$ 23,350.14	$ 69,594.39	$ 22,012.26	$ 11,114.67	$ 33,126.93	$ 7,584.06	$ 3,829.42	$ 11,413.48	$ 369.95	$ 186.80	$ 556.75	$ 114,691.55
6/30/18	$ 48,813.36	$ 20,980.12	$ 69,793.48	$ 23,235.17	$ 9,986.54	$ 33,221.71	$ 8,005.39	$ 3,440.74	$ 11,446.13	$ 390.51	$ 167.84	$ 558.35	$ 115,019.67
6/30/19	$ 51,382.50	$ 18,478.43	$ 69,860.93	$ 24,458.07	$ 8,795.74	$ 33,253.81	$ 8,426.73	$ 3,030.46	$ 11,457.19	$ 411.06	$ 147.83	$ 558.89	$ 115,130.82
6/30/20	$ 53,951.62	$ 15,780.85	$ 69,732.47	$ 25,680.97	$ 7,511.68	$ 33,192.65	$ 8,848.07	$ 2,588.06	$ 11,436.13	$ 431.61	$ 126.25	$ 557.86	$ 114,919.11
6/30/21	$ 56,520.75	$ 12,948.39	$ 69,469.14	$ 26,903.87	$ 6,163.43	$ 33,067.30	$ 9,269.40	$ 2,123.54	$ 11,392.94	$ 452.17	$ 103.59	$ 555.76	$ 114,485.14
6/30/22	$ 59,946.24	$ 9,981.05	$ 69,927.29	$ 28,534.42	$ 4,750.98	$ 33,285.40	$ 9,831.19	$ 1,636.89	$ 11,468.08	$ 479.57	$ 79.85	$ 559.42	$ 115,240.19
6/30/23	$ 63,371.75	$ 6,833.87	$ 70,205.62	$ 30,164.95	$ 3,252.92	$ 33,417.87	$ 10,392.97	$ 1,120.76	$ 11,513.73	$ 506.97	$ 54.67	$ 561.64	$ 115,698.86
6/30/24	$ 66,797.40	$ 3,507.26	$ 70,304.66	$ 31,795.55	$ 1,669.26	$ 33,464.81	$ 10,954.51	$ 575.12	$ 11,529.63	$ 534.02	$ 28.05	$ 562.07	$ 115,861.17
TOTALS	$ 986,544.00	$ 766,617.30	$ 1,753,161.30	$ 469,595.00	$ 364,909.65	$ 834,504.65	$ 161,793.00	$ 125,725.16	$ 287,518.16	$ 7,892.00	$ 6,132.93	$ 14,024.93	$ 2,889,209.04

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C237 Exhibit E - City of Palo Alto
1999 Bond - New Money for Incinerator Rehabilitation Utility Revenue Bonds

DEBT SERVICE SCHEDULE FOR WASTEWATER TREATMENT
For Palo Alto, East Palo Alto Sanitary District, Stanford, and Los Altos Hills

	38.16% PALO ALTO			7.64% EAST PALO ALTO			5.26% STANFORD			1.58% LOS ALTOS HILLS		
FISCAL YEAR ENDING	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE
6/30/00	$ 74,412.00	$ 138,972.52	$ 213,384.52	$ 14,898.00	$ 27,823.63	$ 42,721.63	$ 10,257.00	$ 19,156.07	$ 29,413.07	$ 3,081.00	$ 5,754.10	$ 8,835.10
6/30/01	$ 64,872.00	$ 136,554.13	$ 201,426.13	$ 12,988.00	$ 27,339.45	$ 40,327.45	$ 8,942.00	$ 18,822.71	$ 27,764.71	$ 2,686.00	$ 5,653.97	$ 8,339.97
6/30/02	$ 68,688.00	$ 134,121.43	$ 202,809.43	$ 13,752.00	$ 26,852.40	$ 40,604.40	$ 9,468.00	$ 18,487.39	$ 27,955.39	$ 2,844.00	$ 5,553.25	$ 8,397.25
6/30/03	$ 70,596.00	$ 131,373.91	$ 201,969.91	$ 14,134.00	$ 26,302.32	$ 40,436.32	$ 9,731.00	$ 18,108.67	$ 27,839.67	$ 2,923.00	$ 5,439.49	$ 8,362.49
6/30/04	$ 74,412.00	$ 128,550.07	$ 202,962.07	$ 14,898.00	$ 25,736.96	$ 40,634.96	$ 10,257.00	$ 17,719.43	$ 27,976.43	$ 3,081.00	$ 5,322.57	$ 8,403.57
6/30/05	$ 80,136.00	$ 125,499.18	$ 205,635.18	$ 16,044.00	$ 25,126.15	$ 41,170.15	$ 11,046.00	$ 17,298.89	$ 28,344.89	$ 3,318.00	$ 5,196.24	$ 8,514.24
6/30/06	$ 80,136.00	$ 122,133.47	$ 202,269.47	$ 16,044.00	$ 24,452.30	$ 40,496.30	$ 11,046.00	$ 16,834.96	$ 27,880.96	$ 3,318.00	$ 5,056.89	$ 8,374.89
6/30/07	$ 85,860.00	$ 118,687.62	$ 204,547.62	$ 17,190.00	$ 23,762.41	$ 40,952.41	$ 11,835.00	$ 16,359.98	$ 28,194.98	$ 3,555.00	$ 4,914.21	$ 8,469.21
6/30/08	$ 89,676.00	$ 114,909.78	$ 204,585.78	$ 17,954.00	$ 23,006.05	$ 40,960.05	$ 12,361.00	$ 15,839.24	$ 28,200.24	$ 3,713.00	$ 4,757.79	$ 8,470.79
6/30/09	$ 91,584.00	$ 110,874.36	$ 202,458.36	$ 18,336.00	$ 22,198.12	$ 40,534.12	$ 12,624.00	$ 15,283.00	$ 27,907.00	$ 3,792.00	$ 4,590.71	$ 8,382.71
6/30/10	$ 95,400.00	$ 106,661.50	$ 202,061.50	$ 19,100.00	$ 21,354.66	$ 40,454.66	$ 13,150.00	$ 14,702.29	$ 27,852.29	$ 3,950.00	$ 4,416.28	$ 8,366.28
6/30/11	$ 99,216.00	$ 102,177.70	$ 201,393.70	$ 19,864.00	$ 20,456.96	$ 40,320.96	$ 13,676.00	$ 14,084.24	$ 27,760.24	$ 4,108.00	$ 4,230.63	$ 8,338.63
6/30/12	$ 104,940.00	$ 97,415.33	$ 202,355.33	$ 21,010.00	$ 19,503.49	$ 40,513.49	$ 14,465.00	$ 13,427.79	$ 27,892.79	$ 4,345.00	$ 4,033.44	$ 8,378.44
6/30/13	$ 112,572.00	$ 92,168.33	$ 204,740.33	$ 22,538.00	$ 18,452.99	$ 40,990.99	$ 15,517.00	$ 12,704.54	$ 28,221.54	$ 4,661.00	$ 3,816.19	$ 8,477.19
6/30/14	$ 116,388.00	$ 86,539.73	$ 202,927.73	$ 23,302.00	$ 17,326.09	$ 40,628.09	$ 16,043.00	$ 11,928.69	$ 27,971.69	$ 4,819.00	$ 3,583.14	$ 8,402.14
6/30/15	$ 124,020.00	$ 80,720.33	$ 204,740.33	$ 24,830.00	$ 16,160.99	$ 40,990.99	$ 17,095.00	$ 11,126.54	$ 28,221.54	$ 5,135.00	$ 3,342.19	$ 8,477.19
6/30/16	$ 127,836.00	$ 74,519.33	$ 202,355.33	$ 25,594.00	$ 14,919.49	$ 40,513.49	$ 17,621.00	$ 10,271.79	$ 27,892.79	$ 5,293.00	$ 3,085.44	$ 8,378.44
6/30/17	$ 135,468.00	$ 67,967.73	$ 203,435.73	$ 27,122.00	$ 13,607.80	$ 40,729.80	$ 18,673.00	$ 9,368.72	$ 28,041.72	$ 5,609.00	$ 2,814.18	$ 8,423.18
6/30/18	$ 143,100.00	$ 61,025.00	$ 204,125.00	$ 28,650.00	$ 12,217.79	$ 40,867.79	$ 19,725.00	$ 8,411.73	$ 28,136.73	$ 5,925.00	$ 2,526.72	$ 8,451.72
6/30/19	$ 150,732.00	$ 53,691.12	$ 204,423.12	$ 30,178.00	$ 10,749.48	$ 40,927.48	$ 20,777.00	$ 7,400.82	$ 28,177.82	$ 6,241.00	$ 2,223.06	$ 8,464.06
6/30/20	$ 156,456.00	$ 45,777.69	$ 202,233.69	$ 31,324.00	$ 9,165.14	$ 40,489.14	$ 21,566.00	$ 6,310.03	$ 27,876.03	$ 6,478.00	$ 1,895.41	$ 8,373.41
6/30/21	$ 165,996.00	$ 37,563.75	$ 203,559.75	$ 33,234.00	$ 7,520.63	$ 40,754.63	$ 22,881.00	$ 5,177.81	$ 28,058.81	$ 6,873.00	$ 1,555.31	$ 8,428.31
6/30/22	$ 173,628.00	$ 28,848.96	$ 202,476.96	$ 34,762.00	$ 5,775.84	$ 40,537.84	$ 23,933.00	$ 3,976.56	$ 27,909.56	$ 7,189.00	$ 1,194.48	$ 8,383.48
6/30/23	$ 183,168.00	$ 19,733.49	$ 202,901.49	$ 36,672.00	$ 3,950.84	$ 40,622.84	$ 25,248.00	$ 2,720.08	$ 27,968.08	$ 7,584.00	$ 817.06	$ 8,401.06
6/30/24	$ 192,708.00	$ 10,117.17	$ 202,825.17	$ 38,582.00	$ 2,025.56	$ 40,607.56	$ 26,563.00	$ 1,394.56	$ 27,957.56	$ 7,979.00	$ 418.90	$ 8,397.90
TOTALS	$ 2,862,000.00	$ 2,226,603.63	$ 5,088,603.63	$ 573,000.00	$ 445,787.54	$ 1,018,787.54	$ 394,500.00	$ 306,916.53	$ 701,416.53	$ 118,500.00	$ 92,191.65	$ 210,691.65

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Loan C-06-5044-110, Contract C-09-814-555-0
SWRCB SRF Loan (federally funded)
Loan Payment Schedule

		Due to State of California			Due From Mountain View 37.89%			Due From EPASD 7.64%			Due From Los Altos 9.47%		
Pmt#	Date	Principal	Interest	Repayment	Prin	Int	TOTAL	Prin	Int	TOTAL	Prin	Int	TOTAL
1	11/30/2011	$346,228.14	$209,498.11	$555,726.25	$131,185.84	$79,378.83	$210,564.68	$26,451.83	$16,005.66	$42,457.49	$32,787.80	$19,839.47	$52,627.28
2	11/30/2012	$341,240.88	$214,485.37	$555,726.25	$129,296.17	$81,268.51	$210,564.68	$26,070.80	$16,386.68	$42,457.49	$32,315.51	$20,311.76	$52,627.28
3	11/30/2013	$350,113.15	$205,613.10	$555,726.25	$132,657.87	$77,906.80	$210,564.68	$26,748.64	$15,708.84	$42,457.49	$33,155.72	$19,471.56	$52,627.28
4	11/30/2014	$359,216.09	$196,510.16	$555,726.25	$136,106.98	$74,457.70	$210,564.68	$27,444.11	$15,013.38	$42,457.49	$34,017.76	$18,609.51	$52,627.28
5	11/30/2015	$368,555.71	$187,170.54	$555,726.25	$139,645.76	$70,918.92	$210,564.68	$28,157.66	$14,299.83	$42,457.49	$34,902.23	$17,725.05	$52,627.28
6	11/30/2016	$378,138.16	$177,588.09	$555,726.25	$143,276.55	$67,288.13	$210,564.68	$28,889.76	$13,567.73	$42,457.49	$35,809.68	$16,817.59	$52,627.28
7	11/30/2017	$387,969.75	$167,756.50	$555,726.25	$147,001.74	$63,562.94	$210,564.68	$29,640.89	$12,816.60	$42,457.49	$36,740.74	$15,886.54	$52,627.28
8	11/30/2018	$398,056.96	$157,669.29	$555,726.25	$150,823.78	$59,740.89	$210,564.68	$30,411.55	$12,045.93	$42,457.49	$37,695.99	$14,931.28	$52,627.28
9	11/30/2019	$408,406.44	$147,319.81	$555,726.25	$154,745.20	$55,819.48	$210,564.68	$31,202.25	$11,255.23	$42,457.49	$38,676.09	$13,951.19	$52,627.28
10	11/30/2020	$419,025.01	$136,701.24	$555,726.25	$158,768.58	$51,796.10	$210,564.68	$32,013.51	$10,443.97	$42,457.49	$39,681.67	$12,945.61	$52,627.28
11	11/30/2021	$429,919.66	$125,806.59	$555,726.25	$162,896.56	$47,668.12	$210,564.68	$32,845.86	$9,611.62	$42,457.49	$40,713.39	$11,913.88	$52,627.28
12	11/30/2022	$441,097.57	$114,628.68	$555,726.25	$167,131.87	$43,432.81	$210,564.68	$33,699.85	$8,757.63	$42,457.49	$41,771.94	$10,855.34	$52,627.28
13	11/30/2023	$452,566.11	$103,160.14	$555,726.25	$171,477.30	$39,087.38	$210,564.68	$34,576.05	$7,881.43	$42,457.49	$42,858.01	$9,769.27	$52,627.28
14	11/30/2024	$464,332.83	$91,393.42	$555,726.25	$175,935.71	$34,628.97	$210,564.68	$35,475.03	$6,982.46	$42,457.49	$43,972.32	$8,654.96	$52,627.28
15	11/30/2025	$476,405.48	$79,320.77	$555,726.25	$180,510.04	$30,054.64	$210,564.68	$36,397.38	$6,060.11	$42,457.49	$45,115.60	$7,511.68	$52,627.28
16	11/30/2026	$488,792.02	$66,934.23	$555,726.25	$185,203.30	$25,361.38	$210,564.68	$37,343.71	$5,113.78	$42,457.49	$46,288.60	$6,338.67	$52,627.28
17	11/30/2027	$501,500.62	$54,225.63	$555,726.25	$190,018.58	$20,546.09	$210,564.68	$38,314.65	$4,142.84	$42,457.49	$47,492.11	$5,135.17	$52,627.28
18	11/30/2028	$514,539.63	$41,186.62	$555,726.25	$194,959.07	$15,605.61	$210,564.68	$39,310.83	$3,146.66	$42,457.49	$48,726.90	$3,900.37	$52,627.28
19	11/30/2029	$527,917.66	$27,808.59	$555,726.25	$200,028.00	$10,536.67	$210,564.68	$40,332.91	$2,124.58	$42,457.49	$49,993.80	$2,633.47	$52,627.28
20	11/30/2030	$541,643.40	$14,082.73	$555,726.13	$205,228.68	$5,335.95	$210,564.63	$41,381.56	$1,075.92	$42,457.48	$51,293.63	$1,333.63	$52,627.26
		$8,595,665	$2,518,860	$11,114,525	$3,256,898	$954,396	$4,211,293	$656,709	$192,441	$849,150	$814,010	$238,536	$1,052,546

		Due to State of California			Due From Stanford 5.26%			Due From Los Altos Hills 1.58%			Due From Palo Alto 38.16%		
Pmt#	Date	Principal	Interest	Repayment	Prin	Int	TOTAL	Prin	Int	TOTAL	Prin	Int	TOTAL
1	11/30/2011	$346,228.14	$209,498.11	$555,726.25	$18,211.60	$11,019.60	$29,231.20	$5,470.40	$3,310.07	$8,780.47	$132,120.66	$79,944.48	$212,065.14
2	11/30/2012	$341,240.88	$214,485.37	$555,726.25	$17,949.27	$11,281.93	$29,231.20	$5,391.61	$3,388.87	$8,780.47	$130,217.52	$81,847.62	$212,065.14
3	11/30/2013	$350,113.15	$205,613.10	$555,726.25	$18,415.95	$10,815.25	$29,231.20	$5,531.79	$3,248.69	$8,780.47	$133,603.18	$78,461.96	$212,065.14
4	11/30/2014	$359,216.09	$196,510.16	$555,726.25	$18,894.77	$10,336.43	$29,231.20	$5,675.61	$3,104.86	$8,780.47	$137,076.86	$74,988.28	$212,065.14
5	11/30/2015	$368,555.71	$187,170.54	$555,726.25	$19,386.03	$9,845.17	$29,231.20	$5,823.18	$2,957.29	$8,780.47	$140,640.86	$71,424.28	$212,065.14
6	11/30/2016	$378,138.16	$177,588.09	$555,726.25	$19,890.07	$9,341.13	$29,231.20	$5,974.58	$2,805.89	$8,780.47	$144,297.52	$67,767.62	$212,065.14
7	11/30/2017	$387,969.75	$167,756.50	$555,726.25	$20,407.21	$8,823.99	$29,231.20	$6,129.92	$2,650.55	$8,780.47	$148,049.26	$64,015.88	$212,065.14
8	11/30/2018	$398,056.96	$157,669.29	$555,726.25	$20,937.80	$8,293.40	$29,231.20	$6,289.30	$2,491.17	$8,780.47	$151,898.54	$60,166.60	$212,065.14
9	11/30/2019	$408,406.44	$147,319.81	$555,726.25	$21,482.18	$7,749.02	$29,231.20	$6,452.82	$2,327.65	$8,780.47	$155,847.90	$56,217.24	$212,065.14
10	11/30/2020	$419,025.01	$136,701.24	$555,726.25	$22,040.72	$7,190.49	$29,231.20	$6,620.60	$2,159.88	$8,780.47	$159,899.94	$52,165.19	$212,065.14
11	11/30/2021	$429,919.66	$125,806.59	$555,726.25	$22,613.77	$6,617.43	$29,231.20	$6,792.73	$1,987.74	$8,780.47	$164,057.34	$48,007.79	$212,065.14
12	11/30/2022	$441,097.57	$114,628.68	$555,726.25	$23,201.73	$6,029.47	$29,231.20	$6,969.34	$1,811.13	$8,780.47	$168,322.83	$43,742.30	$212,065.14
13	11/30/2023	$452,566.11	$103,160.14	$555,726.25	$23,804.98	$5,426.22	$29,231.20	$7,150.54	$1,629.93	$8,780.47	$172,699.23	$39,365.91	$212,065.14
14	11/30/2024	$464,332.83	$91,393.42	$555,726.25	$24,423.91	$4,807.29	$29,231.20	$7,336.46	$1,444.02	$8,780.47	$177,189.41	$34,875.73	$212,065.14
15	11/30/2025	$476,405.48	$79,320.77	$555,726.25	$25,058.93	$4,172.27	$29,231.20	$7,527.21	$1,253.27	$8,780.47	$181,796.33	$30,268.81	$212,065.14
16	11/30/2026	$488,792.02	$66,934.23	$555,726.25	$25,710.46	$3,520.74	$29,231.20	$7,722.91	$1,057.56	$8,780.47	$186,523.03	$25,542.10	$212,065.14
17	11/30/2027	$501,500.62	$54,225.63	$555,726.25	$26,378.93	$2,852.27	$29,231.20	$7,923.71	$856.76	$8,780.47	$191,372.64	$20,692.50	$212,065.14
18	11/30/2028	$514,539.63	$41,186.62	$555,726.25	$27,064.78	$2,166.42	$29,231.20	$8,129.73	$650.75	$8,780.47	$196,348.32	$15,716.81	$212,065.14
19	11/30/2029	$527,917.66	$27,808.59	$555,726.25	$27,768.47	$1,462.73	$29,231.20	$8,341.10	$439.38	$8,780.47	$201,453.38	$10,611.76	$212,065.14
20	11/30/2030	$541,643.40	$14,082.73	$555,726.13	$28,490.44	$740.75	$29,231.19	$8,557.97	$222.51	$8,780.47	$206,691.12	$5,373.97	$212,065.09
		$8,595,665	$2,518,860	$11,114,525	$452,132	$132,492	$584,624	$135,812	$39,798	$175,609	$3,280,106	$961,197	$4,241,303

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C237 Exhibit G: Loan Payment Schedule

Sludge Dewatering and Loadout Facility Project (Project No.: C-06-8190-110; Agreement No.: D1601034-550-0)

SWRCB SRF Loan (Federally Funded), Principal is Paid Over 30 Years with 1.800% Interest Rate

		Due to State of California			Due From Mountain View 37.89%			Due From EPASD 7.64%			Due From Los Altos 9.47%		
Payment #	Date	Principal	Interest	Repayment	Principal	Interest	TOTAL	Principal	Interest	TOTAL	Principal	Interest	TOTAL
1	5/31/2020	$696,854.46	$395,007.24	$1,091,861.70	$264,038.15	$149,668.24	$413,706.40	$53,239.68	$30,178.55	$83,418.23	$65,992.12	$37,407.19	$103,399.30
2	5/31/2021	$650,851.74	$441,009.96	$1,091,861.70	$246,607.72	$167,098.67	$413,706.40	$49,725.07	$33,693.16	$83,418.23	$61,635.66	$41,763.64	$103,399.30
3	5/31/2022	$662,567.07	$429,294.63	$1,091,861.70	$251,046.66	$162,659.74	$413,706.40	$50,620.12	$32,798.11	$83,418.23	$62,745.10	$40,654.20	$103,399.30
4	5/31/2023	$674,493.28	$417,368.42	$1,091,861.70	$255,565.50	$158,140.89	$413,706.40	$51,531.29	$31,886.95	$83,418.23	$63,874.51	$39,524.79	$103,399.30
5	5/31/2024	$686,634.16	$405,227.54	$1,091,861.70	$260,165.68	$153,540.71	$413,706.40	$52,458.85	$30,959.38	$83,418.23	$65,024.25	$38,375.05	$103,399.30
6	5/31/2025	$698,993.57	$392,868.13	$1,091,861.70	$264,848.66	$148,857.73	$413,706.40	$53,403.11	$30,015.13	$83,418.23	$66,194.69	$37,204.61	$103,399.30
7	5/31/2026	$711,575.46	$380,286.24	$1,091,861.70	$269,615.94	$144,090.46	$413,706.40	$54,364.37	$29,053.87	$83,418.23	$67,386.20	$36,013.11	$103,399.30
8	5/31/2027	$724,383.82	$367,477.88	$1,091,861.70	$274,469.03	$139,237.37	$413,706.40	$55,342.92	$28,075.31	$83,418.23	$68,599.15	$34,800.16	$103,399.30
9	5/31/2028	$737,422.72	$354,438.98	$1,091,861.70	$279,409.47	$134,296.93	$413,706.40	$56,339.10	$27,079.14	$83,418.23	$69,833.93	$33,565.37	$103,399.30
10	5/31/2029	$750,696.33	$341,165.37	$1,091,861.70	$284,438.84	$129,267.56	$413,706.40	$57,353.20	$26,065.03	$83,418.23	$71,090.94	$32,308.36	$103,399.30
11	5/31/2030	$764,208.87	$327,652.83	$1,091,861.70	$289,558.74	$124,147.66	$413,706.40	$58,385.56	$25,032.68	$83,418.23	$72,370.58	$31,028.72	$103,399.30
12	5/31/2031	$777,964.63	$313,897.07	$1,091,861.70	$294,770.80	$118,935.60	$413,706.40	$59,436.50	$23,981.74	$83,418.23	$73,673.25	$29,726.05	$103,399.30
13	5/31/2032	$791,967.99	$299,893.71	$1,091,861.70	$300,076.67	$113,629.73	$413,706.40	$60,506.35	$22,911.88	$83,418.23	$74,999.37	$28,399.93	$103,399.30
14	5/31/2033	$806,223.41	$285,638.29	$1,091,861.70	$305,478.05	$108,228.35	$413,706.40	$61,595.47	$21,822.77	$83,418.23	$76,349.36	$27,049.95	$103,399.30
15	5/31/2034	$820,735.44	$271,126.26	$1,091,861.70	$310,976.66	$102,729.74	$413,706.40	$62,704.19	$20,714.05	$83,418.23	$77,723.65	$25,675.66	$103,399.30
16	5/31/2035	$835,508.67	$256,353.03	$1,091,861.70	$316,574.24	$97,132.16	$413,706.40	$63,832.86	$19,585.37	$83,418.23	$79,122.67	$24,276.63	$103,399.30
17	5/31/2036	$850,547.83	$241,313.87	$1,091,861.70	$322,272.57	$91,433.83	$413,706.40	$64,981.85	$18,436.38	$83,418.23	$80,546.88	$22,852.42	$103,399.30
18	5/31/2037	$865,857.69	$226,004.01	$1,091,861.70	$328,073.48	$85,632.92	$413,706.40	$66,151.53	$17,266.71	$83,418.23	$81,996.72	$21,402.58	$103,399.30
19	5/31/2038	$881,443.13	$210,418.57	$1,091,861.70	$333,978.80	$79,727.60	$413,706.40	$67,342.26	$16,075.98	$83,418.23	$83,472.66	$19,926.64	$103,399.30
20	5/31/2039	$897,309.11	$194,552.59	$1,091,861.70	$339,990.42	$73,715.98	$413,706.40	$68,554.42	$14,863.82	$83,418.23	$84,975.17	$18,424.13	$103,399.30
21	5/31/2040	$913,460.67	$178,401.03	$1,091,861.70	$346,110.25	$67,596.15	$413,706.40	$69,788.40	$13,629.84	$83,418.23	$86,504.73	$16,894.58	$103,399.30
22	5/31/2041	$929,902.96	$161,958.74	$1,091,861.70	$352,340.23	$61,366.17	$413,706.40	$71,044.59	$12,373.65	$83,418.23	$88,061.81	$15,337.49	$103,399.30
23	5/31/2042	$946,641.22	$145,220.48	$1,091,861.70	$358,682.36	$55,024.04	$413,706.40	$72,323.39	$11,094.84	$83,418.23	$89,646.92	$13,752.38	$103,399.30
24	5/31/2043	$963,680.76	$128,180.94	$1,091,861.70	$365,138.64	$48,567.76	$413,706.40	$73,625.21	$9,793.02	$83,418.23	$91,260.57	$12,138.74	$103,399.30
25	5/31/2044	$981,027.01	$110,834.69	$1,091,861.70	$371,711.13	$41,995.26	$413,706.40	$74,950.46	$8,467.77	$83,418.23	$92,903.26	$10,496.05	$103,399.30
26	5/31/2045	$998,685.50	$93,176.20	$1,091,861.70	$378,401.94	$35,304.46	$413,706.40	$76,299.57	$7,118.66	$83,418.23	$94,575.52	$8,823.79	$103,399.30
27	5/31/2046	$1,016,661.84	$75,199.86	$1,091,861.70	$385,213.17	$28,493.23	$413,706.40	$77,672.96	$5,745.27	$83,418.23	$96,277.88	$7,121.43	$103,399.30
28	5/31/2047	$1,034,961.75	$56,899.95	$1,091,861.70	$392,147.01	$21,559.39	$413,706.40	$79,071.08	$4,347.16	$83,418.23	$98,010.88	$5,388.43	$103,399.30
29	5/31/2048	$1,053,591.06	$38,270.64	$1,091,861.70	$399,205.65	$14,500.75	$413,706.40	$80,494.36	$2,923.88	$83,418.23	$99,775.07	$3,624.23	$103,399.30
30	5/31/2049	$1,072,555.58	$19,306.00	$1,091,861.58	$406,391.31	$7,315.04	$413,706.35	$81,943.25	$1,474.98	$83,418.22	$101,571.01	$1,828.28	$103,399.29
		$25,197,407.73	$7,558,443.15	$32,755,850.88	$9,547,297.79	$2,863,894.11	$12,411,191.90	$1,925,081.95	$577,465.06	$2,502,547.01	$2,386,194.51	$715,784.57	$3,101,979.08

		Due to State of California			Due From Stanford 5.26%			Due From Los Altos Hills 1.58%			Due From Palo Alto 38.16%		
Payment #	Date	Principal	Interest	Repayment	Principal	Interest	TOTAL	Principal	Interest	TOTAL	Principal	Interest	TOTAL
1	5/31/2020	$696,854.46	$395,007.24	$1,091,861.70	$36,654.54	$20,777.38	$57,431.93	$11,010.30	$6,241.11	$17,251.41	$265,919.66	$150,734.76	$416,654.42
2	5/31/2021	$650,851.74	$441,009.96	$1,091,861.70	$34,234.80	$23,197.12	$57,431.93	$10,283.46	$6,967.96	$17,251.41	$248,365.02	$168,289.40	$416,654.42
3	5/31/2022	$662,567.07	$429,294.63	$1,091,861.70	$34,851.03	$22,580.90	$57,431.93	$10,468.56	$6,782.86	$17,251.41	$252,835.59	$163,818.83	$416,654.42
4	5/31/2023	$674,493.28	$417,368.42	$1,091,861.70	$35,478.35	$21,953.58	$57,431.93	$10,656.99	$6,594.42	$17,251.41	$257,386.64	$159,267.79	$416,654.42
5	5/31/2024	$686,634.16	$405,227.54	$1,091,861.70	$36,116.96	$21,314.97	$57,431.93	$10,848.82	$6,402.60	$17,251.41	$262,019.60	$154,634.83	$416,654.42
6	5/31/2025	$698,993.57	$392,868.13	$1,091,861.70	$36,767.06	$20,664.86	$57,431.93	$11,044.10	$6,207.32	$17,251.41	$266,735.95	$149,918.48	$416,654.42
7	5/31/2026	$711,575.46	$380,286.24	$1,091,861.70	$37,428.87	$20,003.06	$57,431.93	$11,242.89	$6,008.52	$17,251.41	$271,537.20	$145,117.23	$416,654.42
8	5/31/2027	$724,383.82	$367,477.88	$1,091,861.70	$38,102.59	$19,329.34	$57,431.93	$11,445.26	$5,806.15	$17,251.41	$276,424.87	$140,229.56	$416,654.42
9	5/31/2028	$737,422.72	$354,438.98	$1,091,861.70	$38,788.44	$18,643.49	$57,431.93	$11,651.28	$5,600.14	$17,251.41	$281,400.51	$135,253.91	$416,654.42
10	5/31/2029	$750,696.33	$341,165.37	$1,091,861.70	$39,486.63	$17,945.30	$57,431.93	$11,861.00	$5,390.41	$17,251.41	$286,465.72	$130,188.71	$416,654.42
11	5/31/2030	$764,208.87	$327,652.83	$1,091,861.70	$40,197.39	$17,234.54	$57,431.93	$12,074.50	$5,176.91	$17,251.41	$291,622.10	$125,032.32	$416,654.42
12	5/31/2031	$777,964.63	$313,897.07	$1,091,861.70	$40,920.94	$16,510.99	$57,431.93	$12,291.84	$4,959.57	$17,251.41	$296,871.30	$119,783.12	$416,654.42
13	5/31/2032	$791,967.99	$299,893.71	$1,091,861.70	$41,657.52	$15,774.41	$57,431.93	$12,513.09	$4,738.32	$17,251.41	$302,214.98	$114,439.44	$416,654.42
14	5/31/2033	$806,223.41	$285,638.29	$1,091,861.70	$42,407.35	$15,024.57	$57,431.93	$12,738.33	$4,513.08	$17,251.41	$307,654.85	$108,999.57	$416,654.42
15	5/31/2034	$820,735.44	$271,126.26	$1,091,861.70	$43,170.68	$14,261.24	$57,431.93	$12,967.62	$4,283.79	$17,251.41	$313,192.64	$103,461.78	$416,654.42
16	5/31/2035	$835,508.67	$256,353.03	$1,091,861.70	$43,947.76	$13,484.17	$57,431.93	$13,201.04	$4,050.38	$17,251.41	$318,830.11	$97,824.32	$416,654.42
17	5/31/2036	$850,547.83	$241,313.87	$1,091,861.70	$44,738.82	$12,693.11	$57,431.93	$13,438.66	$3,812.76	$17,251.41	$324,569.05	$92,085.37	$416,654.42
18	5/31/2037	$865,857.69	$226,004.01	$1,091,861.70	$45,544.11	$11,887.81	$57,431.93	$13,680.55	$3,570.86	$17,251.41	$330,411.29	$86,243.13	$416,654.42
19	5/31/2038	$881,443.13	$210,418.57	$1,091,861.70	$46,363.91	$11,068.02	$57,431.93	$13,926.80	$3,324.61	$17,251.41	$336,358.70	$80,295.73	$416,654.42
20	5/31/2039	$897,309.11	$194,552.59	$1,091,861.70	$47,198.46	$10,233.47	$57,431.93	$14,177.48	$3,073.93	$17,251.41	$342,413.16	$74,241.27	$416,654.42
21	5/31/2040	$913,460.67	$178,401.03	$1,091,861.70	$48,048.03	$9,383.89	$57,431.93	$14,432.68	$2,818.74	$17,251.41	$348,576.59	$68,077.83	$416,654.42
22	5/31/2041	$929,902.96	$161,958.74	$1,091,861.70	$48,912.90	$8,519.03	$57,431.93	$14,692.47	$2,558.95	$17,251.41	$354,850.97	$61,803.46	$416,654.42
23	5/31/2042	$946,641.22	$145,220.48	$1,091,861.70	$49,793.33	$7,638.60	$57,431.93	$14,956.93	$2,294.48	$17,251.41	$361,238.29	$55,416.14	$416,654.42
24	5/31/2043	$963,680.76	$128,180.94	$1,091,861.70	$50,689.61	$6,742.32	$57,431.93	$15,226.16	$2,025.26	$17,251.41	$367,740.58	$48,913.85	$416,654.42
25	5/31/2044	$981,027.01	$110,834.69	$1,091,861.70	$51,602.02	$5,829.90	$57,431.93	$15,500.23	$1,751.19	$17,251.41	$374,359.91	$42,294.52	$416,654.42
26	5/31/2045	$998,685.50	$93,176.20	$1,091,861.70	$52,530.86	$4,901.07	$57,431.93	$15,779.23	$1,472.18	$17,251.41	$381,098.39	$35,556.04	$416,654.42
27	5/31/2046	$1,016,661.84	$75,199.86	$1,091,861.70	$53,476.41	$3,955.51	$57,431.93	$16,063.26	$1,188.16	$17,251.41	$387,958.16	$28,696.27	$416,654.42
28	5/31/2047	$1,034,961.75	$56,899.95	$1,091,861.70	$54,438.99	$2,992.94	$57,431.93	$16,352.40	$899.02	$17,251.41	$394,941.40	$21,713.02	$416,654.42
29	5/31/2048	$1,053,591.06	$38,270.64	$1,091,861.70	$55,418.89	$2,013.04	$57,431.93	$16,646.74	$604.68	$17,251.41	$402,050.35	$14,604.08	$416,654.42
30	5/31/2049	$1,072,555.58	$19,306.00	$1,091,861.58	$56,416.42	$1,015.50	$57,431.92	$16,946.38	$305.03	$17,251.41	$409,287.21	$7,367.17	$416,654.38
		$25,197,407.73	$7,558,443.15	$32,755,850.88	$1,325,383.65	$397,574.11	$1,722,957.76	$398,119.04	$119,423.40	$517,542.44	$9,615,330.79	$2,884,301.91	$12,499,632.70

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EXHIBIT H

Annual Average Flow Capacity Rights

User Agency	Capacity	
	MGD*	%
Palo Alto	15.30	38.16
EPASD	3.06	7.64
Stanford University	2.11	5.26
Los Altos Hills	0.63	1.58
	21.1	52.64
Mountain View	15.1	37.89
Los Altos	3.8	9.47
TOTALS	40.0	100.00

*Capacity expressed in Annual Average Flow (AAF), Million Gallons per Day (MGD)

Welcome

Please grab some food and your seats!

We would also like to extend a special welcome to any new attendees



RWQCP PARTNERS SEPTEMBER MEETING

RWQCP, ADMIN BUILDING

SEPTEMBER 2, 2026

RWQCP – RWQCP PARTNERS JUNE MEETING

Agenda

- Introduction and Schedule
- Reserves Policy Study
- Line of Credit

Break

- 1900 Embarcadero Way
- Long Range Facilities Plan Update
  - 10-Year Capital Improvement Projects
- Annual Budget Forecast Preparation
- Capital Program Updates
  - Ongoing Project Overview

Objectives

- Communicate Developments Since June 2026 Meeting
- Prepare the Plant and the Partners for Future Needs
  - Reserve Policy Update
- Provide Transparency on Long Range Facilities Plan Update (LRFPU)

UPCOMING SCHEDULE

AUGUST

8/7: Climate Action and Sustainability Committee for Biosolids Facility Plan Update

8/10: Council Items
Carollo LRFPU Amendment; LOC Approval

8/12 : August Strategies & Challenges

8/24: 2470 Lab Pivot Furniture Contract PA Council Approval

SEPTEMBER

Today 9/2: Partners Mtg

9/TBD: Initial Mgmnt Review of FY28 Operating Expenses(OPEX) Budget

OCTOBER

10/6: Finance Committee for Reserve Policy Study

10/TBD: Next Strategies & Challenges Mtg

10/19: Partner amendments for LOC to Palo Alto Council

10/TBD: Council Mtg for 1900 for Embarcadero Purchase after purchase negotiated

NOVEMBER

11/16: City Council Acceptance of Biosolids Facility Plan and Park Dedication Ordinance

11/19: Annual Partners Forecast Mtg

11/TBD: Headwork Design Amendment to Council

11/TBD: Outfall Design Amendment to Council

11/TBD: Construction Management Amendment for Gravity Thickener

Reserve Policy Studies

- Staff Reserve Recommendations
- Status Update
- Review Recommended Reserve Types, Targets/Calculations, and Ramp-up
- Discussion and Next Steps

RESERVE POLICY RECOMMENDATIONS SUMMARY

Reserve Types and Targets

O&M Reserves:

Operations Outlay: 20% of Annual Operating Costs.

Other Outlay: 100% of Minor CIP Annual Authorization.

Capital Reserves:

10%-20% of Average Annual 5-yr Capital Plan.

Debt Reserves:

Match debt convenance requirements (City charter and covenant; typically one year's debt payment).

Rate Stabilization Reserves:

Eliminate. Part of existing CPA policy, but RWQCP Partners establish sewer rates within their jurisdictions.

Reserve Implementation

Follow a 5-year ramp up schedule with a fixed rate/percentage increase for all reserve funds.

RECOMMENDED FY2033 RESERVE TARGETS

O&M Reserve

Partner	Fixed Share	Debt Reserve	Capital Reserve	FY27 Flow & Load Share	Other Outlay	Operations Outlay	Total Target
Plant Targets*	--	**$16,868,000**	**$3,322,000**	--	**$5,200,000**	**$9,040,000**	**$34,430,000**
Palo Alto	38.16%	$6,266,000	$1,268,000	36.01%	$1,873,000	$3,255,000	**$12,662,000**
Mountain View*	37.89%	$6,669,000	$1,259,000	41.50%	$2,158,000	$3,752,000	**$13,838,000**
Los Altos	9.47%	$1,555,000	$315,000	7.94%	$413,000	$718,000	**$3,001,000**
Los Altos Hills	1.58%	$259,000	$52,000	2.02%	$105,000	$183,000	**$599,000**
Stanford	5.26%	$864,000	$175,000	6.75%	$351,000	$610,000	**$2,000,000**
EPASD	7.64%	$1,255,000	$254,000	5.78%	$301,000	$523,000	**$2,333,000**

*Includes AWPS Debt Reserve Requirement which only MV contributes to

RECOMMENDED 2029 - 2033 RESERVE BALANCES: 5-YR, EQUAL PERCENTAGE RAMP UP

Partner	Rate of Increase	FY 29	FY 30	FY 31	FY 32	FY 33	Total Target
Plant Targets*	**73%**	**$3,844,000**	**$6,650,000**	**$11,505,000**	**$19,904,000**	**$34,434,000**	**$34,430,000**
Palo Alto	73%	$1,414,000	$2,446,000	$4,232,000	$7,321,000	$12,665,000	**$12,662,000**
Mountain View*	73%	$1,545,000	$2,673,000	$4,624,000	$8,000,000	$13,840,000	**$13,838,000**
Los Altos	73%	$335,000	$580,000	$1,003,000	$1,735,000	$3,002,000	**$3,001,000**
Los Altos Hills	73%	$67,000	$116,000	$201,000	$348,000	$602,000	**$599,000**
Stanford	73%	$223,000	$386,000	$668,000	$1,156,000	$2,000,000	**$2,000,000**
EPASD	73%	$260,000	$450,000	$779,000	$1,348,000	$2,332,000	**$2,333,000**

*Includes AWPS Debt Reserve Requirement which only MV contributes to

RECOMMENDED 2029 – 2033 PARTNER RESERVE CONTRIBUTIONS: 5-YR, EQUAL PERCENTAGE RAMP UP

Partner	Rate of Increase	FY 29	FY 30	FY 31	FY 32	FY 33	Total Target
*Forecasted Plant Budget for Ref.**	-	*$48,533,000*	*$64,081,000*	*$65,081,000*	*$66,780,000*	*$68,495,000*	-
Plant Targets**	73%	**$3,844,000**	**$2,806,000**	**$4,855,000**	**$8,399,000**	**$14,526,000**	**$34,430,000**
Palo Alto	73%	$1,414,000	$1,032,000	$1,786,000	$3,089,000	$5,341,000	**$12,662,000**
Mountain View*	73%	$1,545,000	$1,128,000	$1,951,000	$3,376,000	$5,838,000	**$13,838,000**
Los Altos	73%	$335,000	$245,000	$423,000	$732,000	$1,266,000	**$3,001,000**
Los Altos Hills	73%	$67,000	$49,000	$85,000	$147,000	$251,000	**$599,000**
Stanford	73%	$223,000	$163,000	$282,000	$488,000	$844,000	**$2,000,000**
EPASD	73%	$260,000	$190,000	$329,000	$569,000	$985,000	**$2,333,000**

*Based on March 2026 Update to the FY27 Forecast

**Includes AWPS Debt Reserve Requirement which only MV contributes to

WHY DO A RESERVES STUDY?

Current Status

- Dated reserve policy that's not necessarily relevant to the Plant
  - Not necessarily tailored to WWTP (partners instead of ratepayers)
  - Not actively managed/tracked

Future Status

- Long Range Facility Plan-Update will identify updated/expanded capital improvement program
- Long-term solution as Line of Credit is an interim solution

Parallel Efforts

- The City, with BakerTilly, is accessing its current reserve policies and making recommended changes.
- Raftelis is reviewing their work, and aligning RWQCP policies where appropriate/relevant

PARTNER BENEFITS OF SUSTAINABLE RESERVES

Reduced volume of staff reports and partner amendments.

Reduced (eliminated) general fund loans and associated interest.

Smoothed-out impacts of market forces on annual expenses.

Strong bank balances helps sustain credit worthiness for future financing

RESERVES STUDY SCOPE

Purpose

- Maintain financial stability for Operations and Capital
- Fund cash flow and emergencies



Raftelis Scope

- Survey of regional utilities agencies to identify practices on reserve targets
- Assessing targets, funding levels, and debt policy alignment
- Schedule
  - Preliminary recommendations: Summer 2026
  - Implementation: FY2029 with new cost allocation updates

Coordination

- Align with BakerTilly recommendations
- Provide Partner updates and respond to feedback

RESERVE POLICY STUDY - TIMELINE

2025

June: Addressing JISR budget shortfall, Partners identified reserves to reduce future volatility

September: Proposed a plan to assess reserves

October: Contracted with Raftelis to perform a Reserve Study

November: Surveyed other wastewater treatment facilities

2026

February: Presented initial findings to S&C

March: Presented initial findings to Partners; aligned with management's responses on Baker Tilly report

June: Status update to S&C. Continued alignment with Baker Tilly Report

September:
Partners Meeting specifically focused on reserves including implementation plan and partner specific amounts

October: Present findings to the Finance Committee

November: Capture preferred approach in FY 2028 forecast, with Year-1 costs starting in FY 2029

2027-2028

Spring/Summer 2027:

- Return to Finance Committee with final recommendations

- CPA Council approval of RWQCP reserve policy

- Update Partners Agreements to incorporate reserve

July 2028: Ramp-up for reserves begin with FY2029 Q1 billings

WORKING DEFINITIONS OF RESERVE TYPES

- **O&M Reserves:**

  Operations Outlay: Cover working capital for operations and maintenance expenses + any unexpected increases in operating costs during year

  Other Outlay: Funds needed for non-debt funded capital expenses, typically need the total capital expenditure for the year upfront (i.e., working capital for Minor CIP)

- **Capital Reserves:** Cover unexpected increases, contingencies, and emergencies
- **Debt Reserves:** Funds required by debt covenants (also referred to as Notes and Loans Reserves)
- **Rate Stabilization Reserves:** Cover changes in use patterns and associated rate revenues and unexpected increased costs

SURVEY: THE PEER GROUP

- **San Jose / Santa Clara (Regional Facility):** Includes Milpitas, Cupertino SD, Burbank SD, West Valley SD (Campbell, Los Gatos, Monte Sereno, Saratoga)
- **Silicon Valley Clean Water (JPA):** Redwood City, San Carlos, Belmont, Most of Menlo Park (aka West Bay Sanitary District)
- **San Mateo / Foster City (Shared Plant):** Includes Hillsborough, Crystal Springs CSD, some portions of San Mateo County
- **Oro Loma / Castro Valley (Shared Plant)**
- **South SF / San Bruno (Shared Plant):** Includes portions of Daly City and Colma, some additional very small partners
- **Sunnyvale (Sole Ownership):** Includes parts of Cupertino and San Jose
- **Hayward (Sole Ownership)**

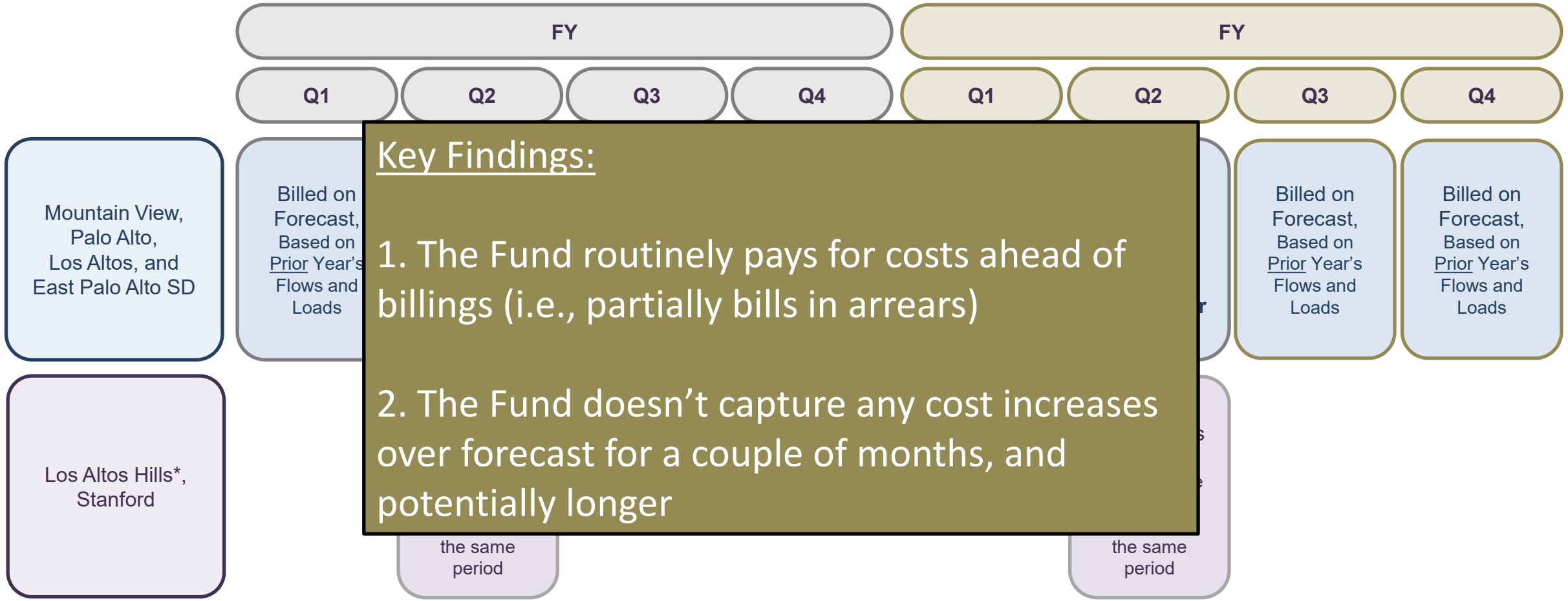


BACKGROUND: PARTNER BILLING SCHEDULE

	FY				FY			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Mountain View, Palo Alto, Los Altos, and East Palo Alto SD	Billed on Forecast, Based on Prior Year's Flows and Loads	Billed on Forecast, Based on Prior Year's Flows and Loads **+ Prior Year True Up**	Billed on Forecast, Based on Prior Year's Flows and Loads	Billed on Forecast, Based on Prior Year's Flows and Loads	Billed on Forecast, Based on Prior Year's Flows and Loads	Billed on Forecast, Based on Prior Year's Flows and Loads **+ Prior Year True Up**	Billed on Forecast, Based on Prior Year's Flows and Loads	Billed on Forecast, Based on Prior Year's Flows and Loads
Los Altos Hills*, Stanford		Billed on **Prior** Year's Actuals Based on the Flows and Loads from the same period				Billed on **Prior** Year's Actuals Based on the Flows and Loads from the same period		

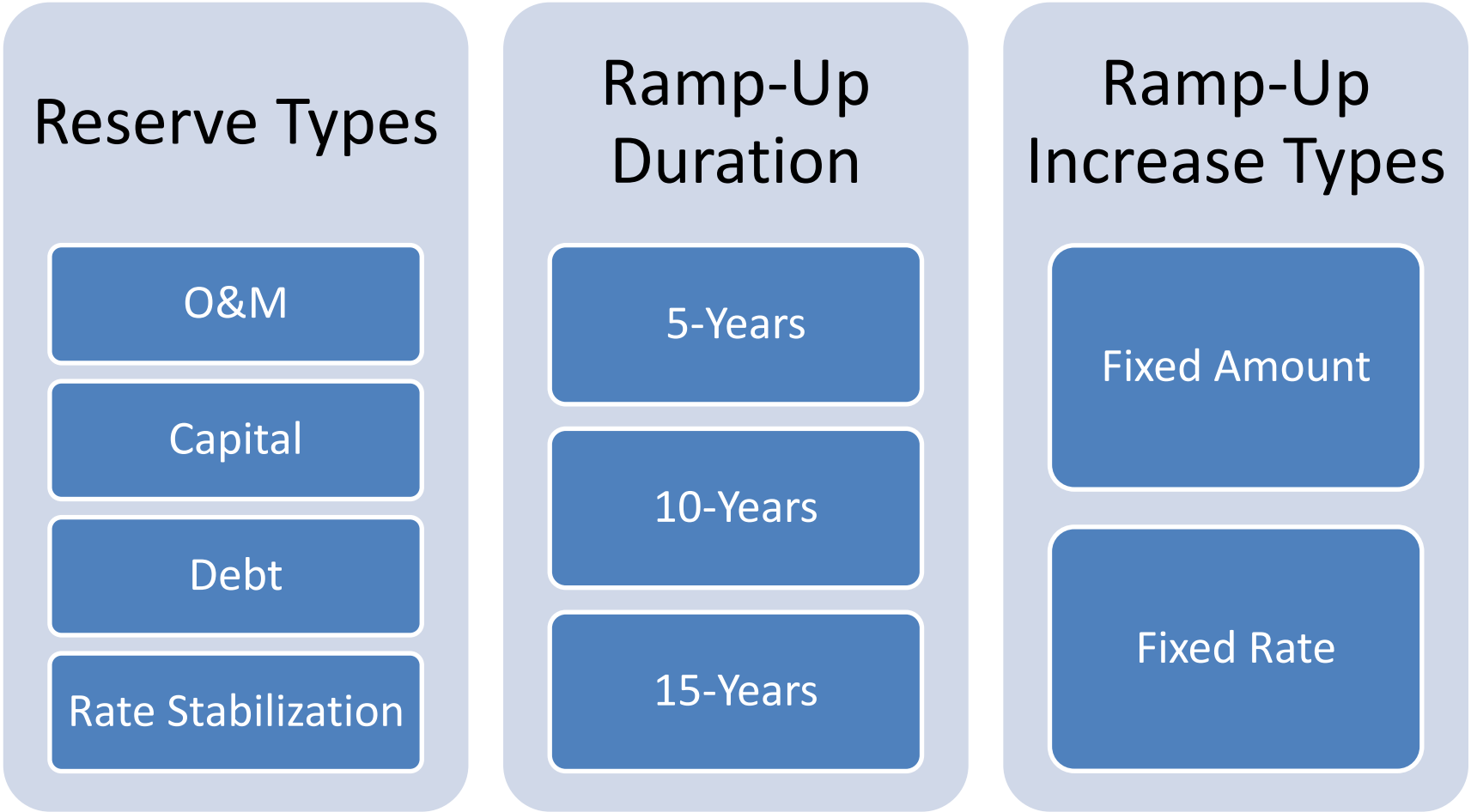
* By agreement, Los Altos Hills flows are determined by calculation, not by metered measurement like other partners

BACKGROUND: PARTNER BILLING SCHEDULE

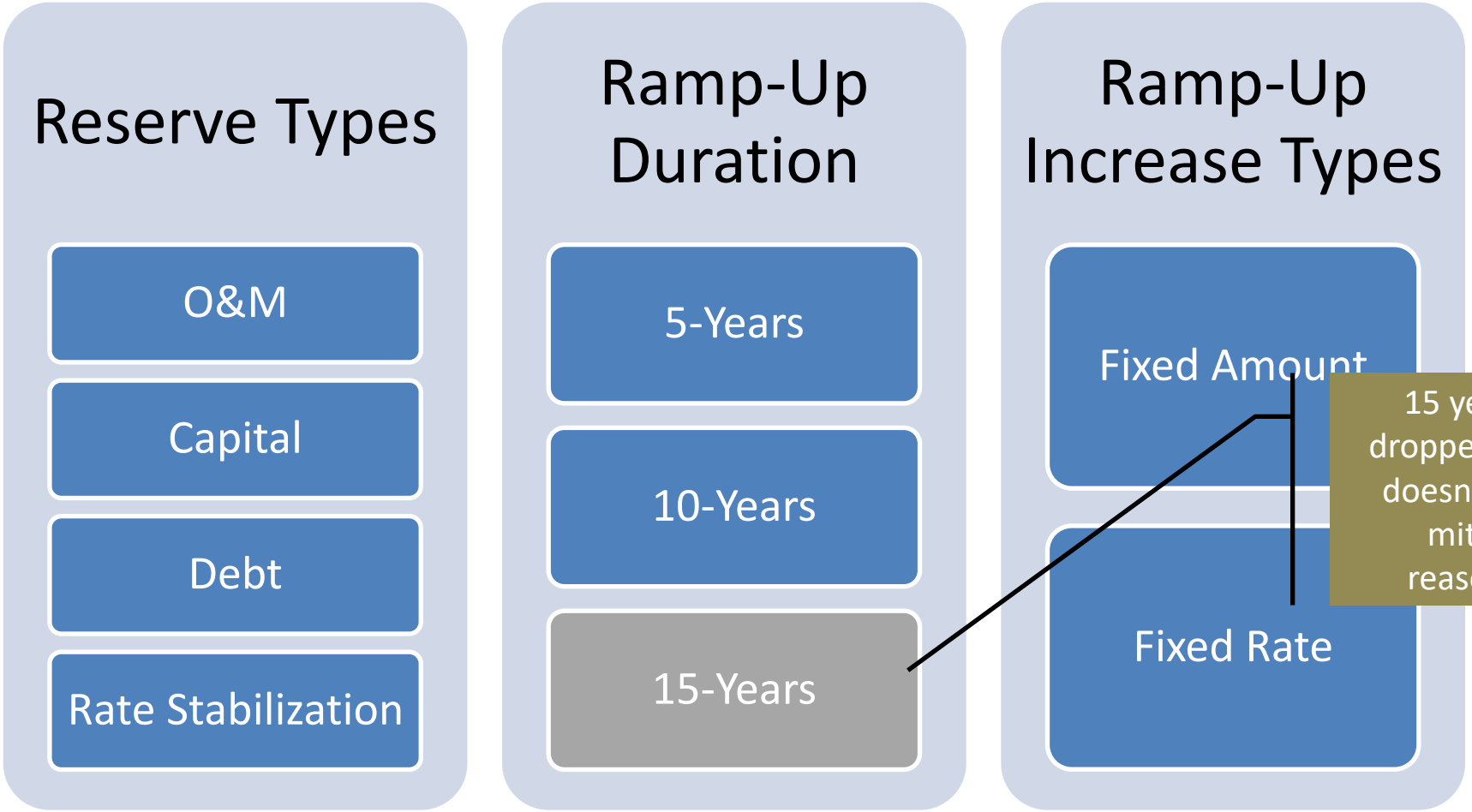


* By agreement, Los Altos Hills flows are determined by calculation, not by metered measurement like other partners

ANALYSIS: RESERVE ALTERNATIVES EVALUATED



ANALYSIS: RESERVE ALTERNATIVES EVALUATED



RESERVE TYPES REASONING



- **O&M Reserves:** Mitigate the risk and expense based on the current billing practices
- **Capital Reserves:** Need to be able to respond to unforeseen issues and emergencies
- **Debt Reserves:** Need to be able to meet loan commitments
- **Rate Stabilization:**
  - Not applicable; RWQCP doesn't charge rates
  - Could be appropriate when there is a surplus ahead of anticipated increased spending, which isn't the foreseeable situation

RESERVE TYPES CALCULATIONS

O&M Reserves:

Operations Outlay: 20% of Annual Operating Costs ($9.0M by FY33)

Other Outlay: 100% of Minor CIP Annual Authorization ($5.2M by FY33)

Capital Reserves:

For the ramp, 10% of Average annual 5-yr Capital Plan ($3.3M by FY33)

Future policy will determine target between 10% and 20%.

Debt Reserves:

Match debt convenance requirements ($16.9M by FY33, primarily by City charter and covenant; typically one year's debt payment)

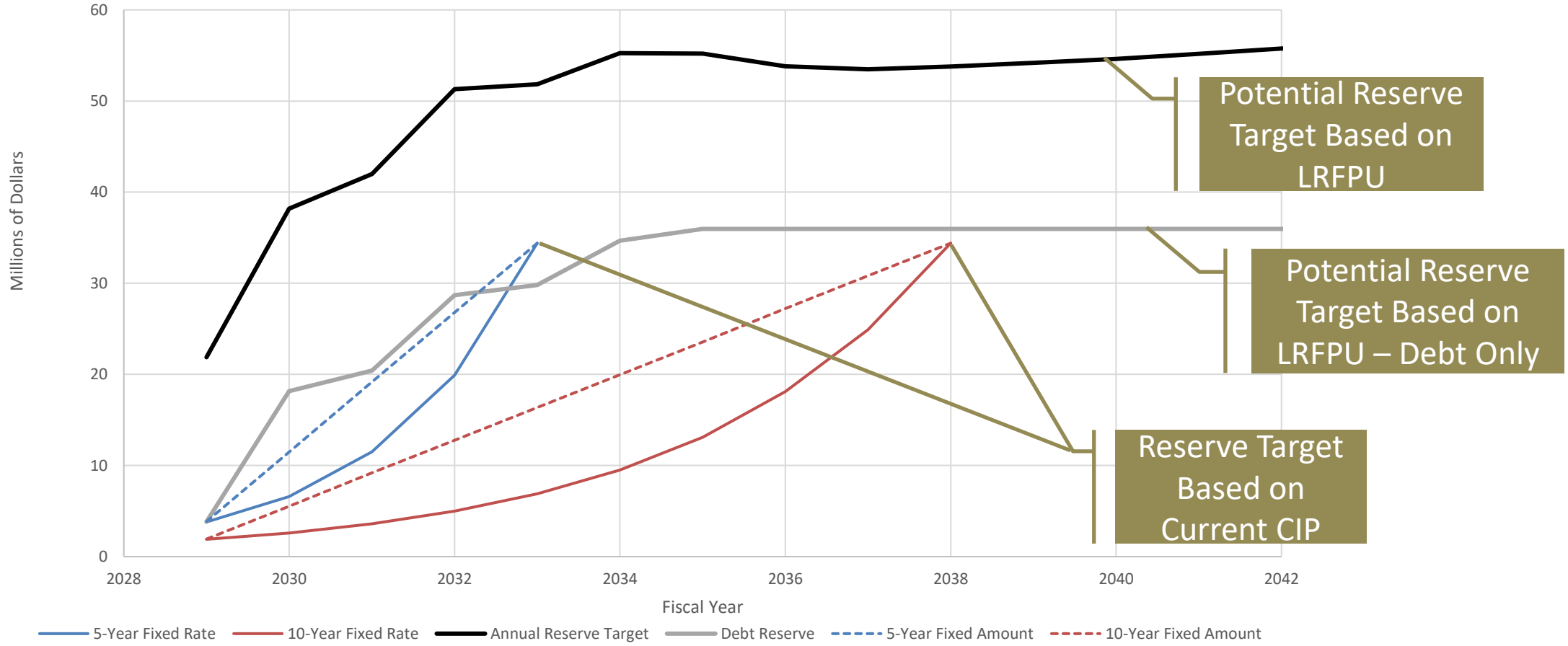
~~Rate Stabilization Reserves:~~

Eliminate, RWQCP Partners establish sewer rates within their jurisdictions. ($0M)

Estimated Reserves When Fully Funded based on FY33 = $34.4M*

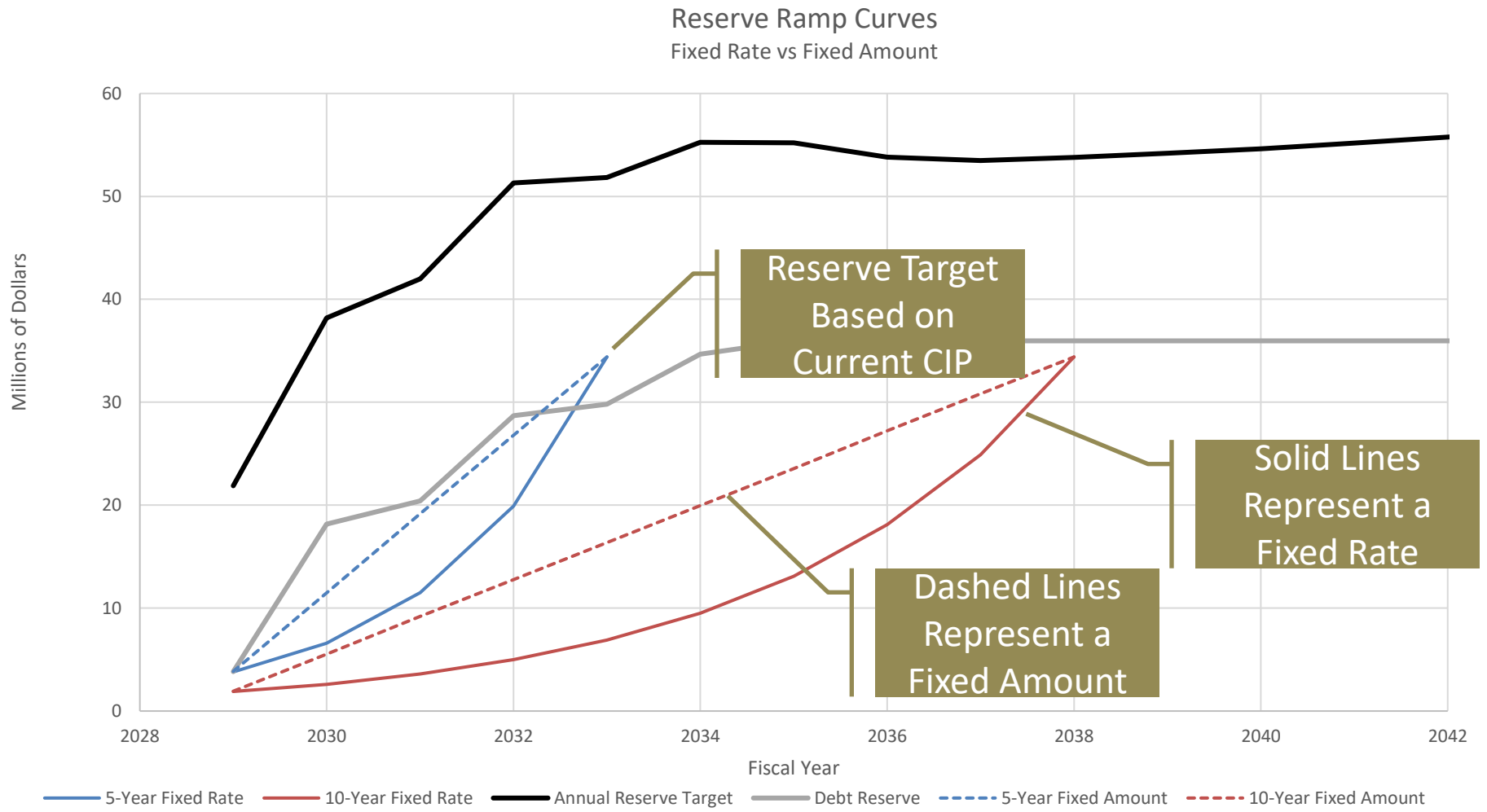
*Based on **Current** CIP

RAMP-UP PROJECTIONS, 5- AND 10-YEAR CURVES, PT. 1



Planning to adopt LRFPU CIP late FY2027 or FY2028

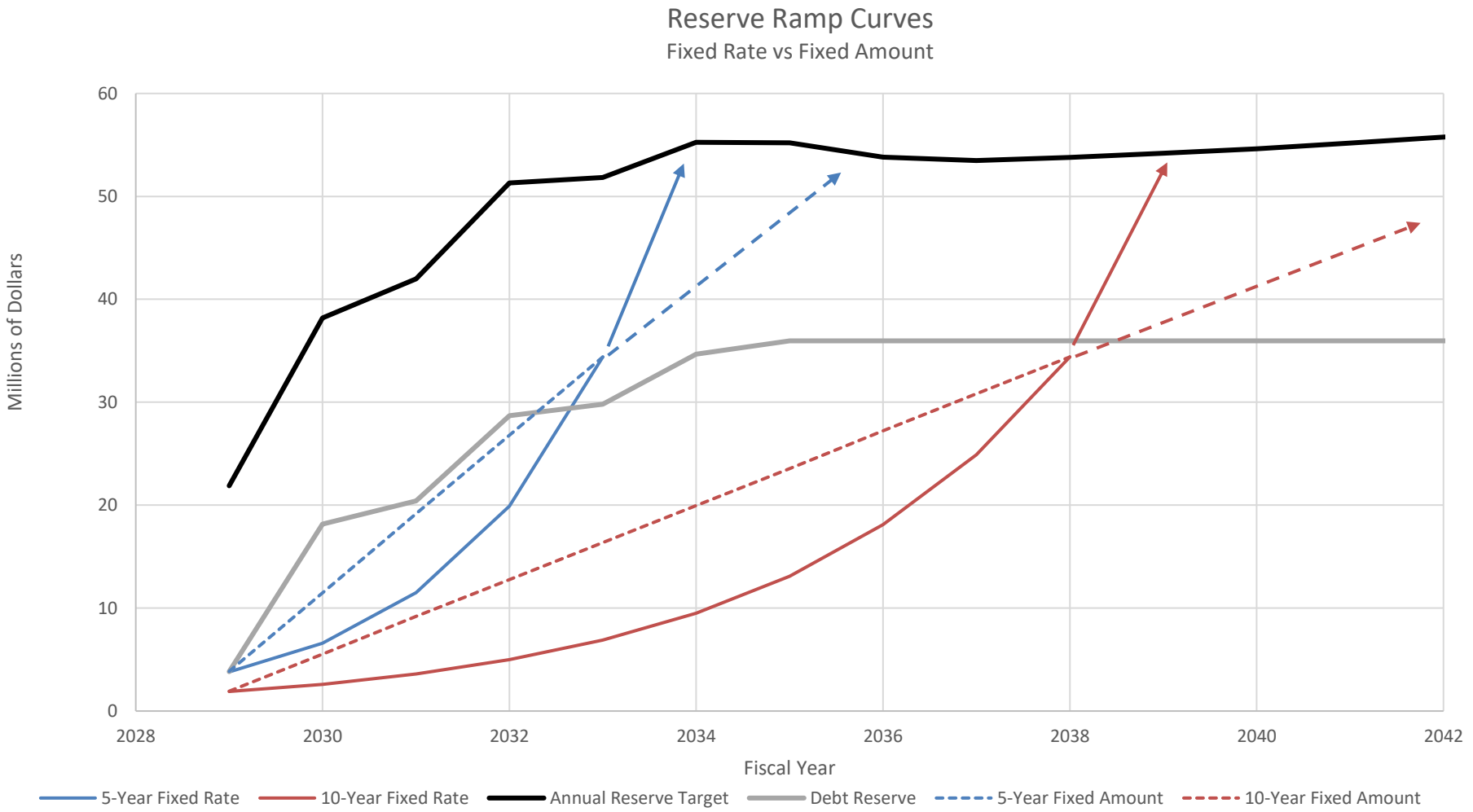
RAMP-UP PROJECTIONS, 5- AND 10-YEAR CURVES, PT. 2



RAMP-UP DURATION AND TYPE OF INCREASES

- 5-yr Ramp-up Duration
  - Allow Plant to meet it's estimated Debt Reserve requirements (by FY2034)
  - Be best positioned to adapt to LRFPU includes an updated 10-year CIP schedule
    - Debt and Capital reserves targets to increase in the 5- to 10-year timeframe
    - Reserve target adjustments in outyears can be gradual
- Fixed Rate/Percentage Ramp Increase
  - Best positions the fund to meet the anticipated increased CIP

FIXED RATE VS FIXED AMOUNT RAMP UP

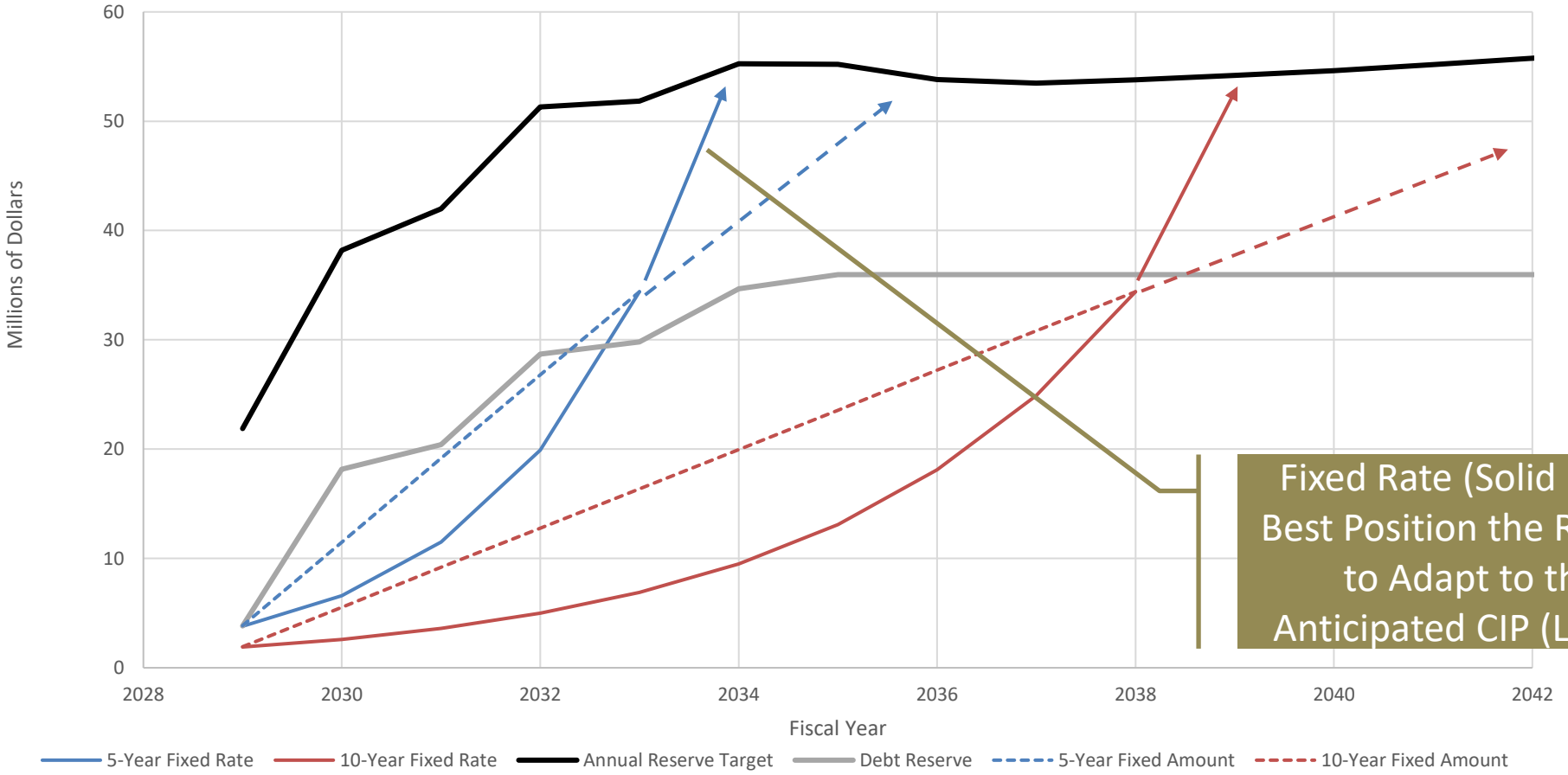


FIXED RATE VS FIXED AMOUNT RAMP UP

Ramp-up Increase Types

Fixed Amount

Fixed Rate



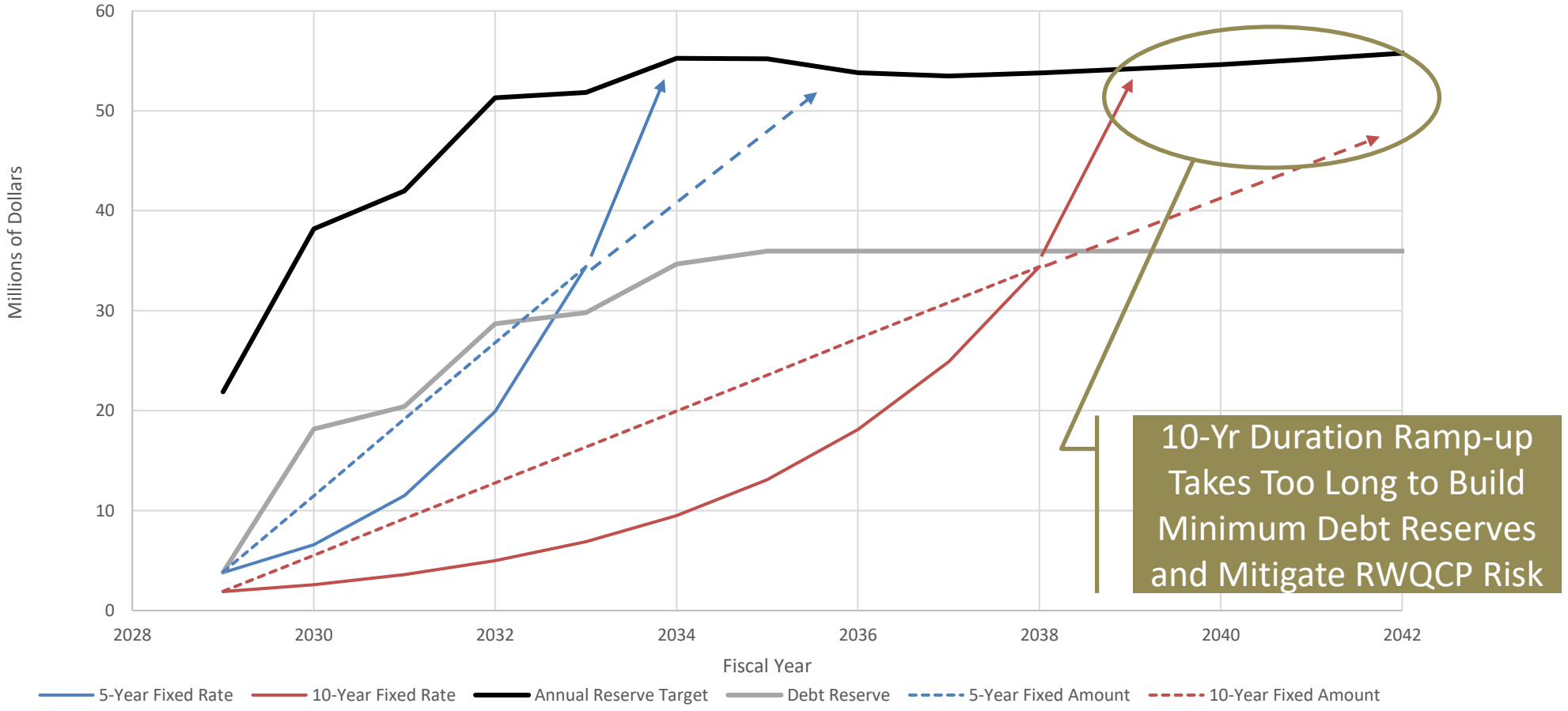
Fixed Rate (Solid Lines) Best Position the RWQCP to Adapt to the Anticipated CIP (LRFPU)

Planning to adopt LRFPU CIP late FY2027 or FY2028

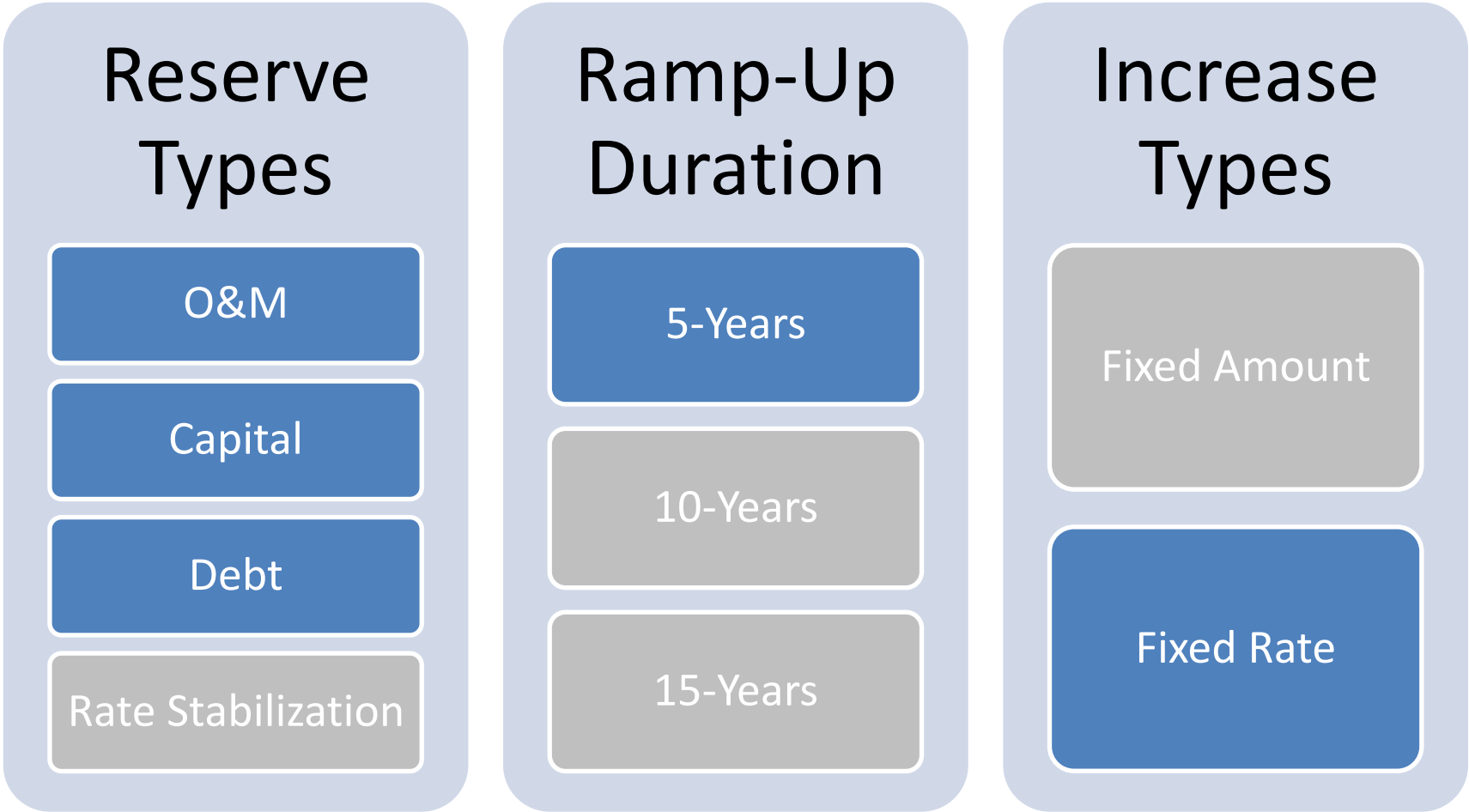
RAMP-UP DURATION

Ramp-Up Duration

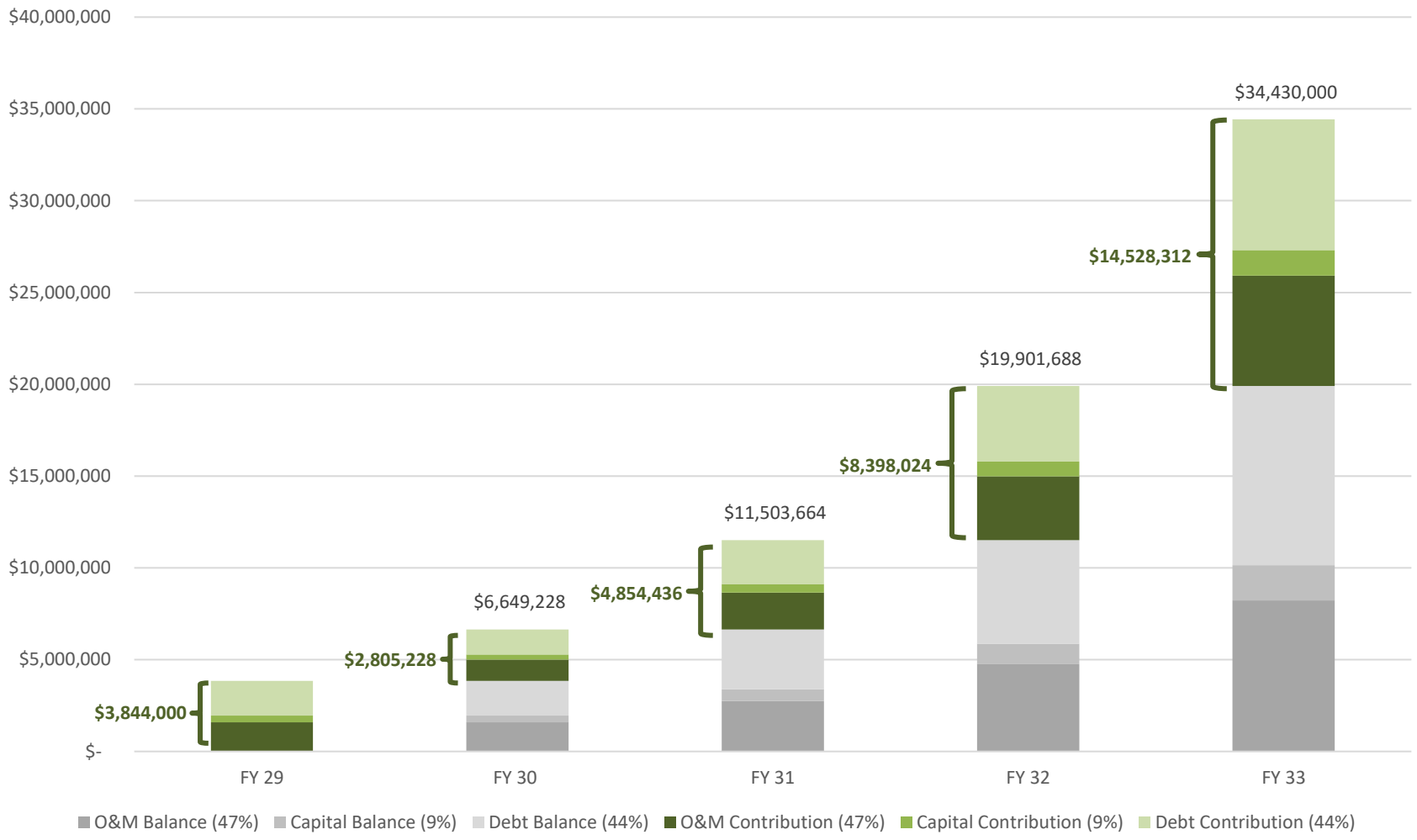
- 5-Years
- 10-Years
- 15-Years



STAFF RESERVE RECOMMENDATIONS SUMMARY



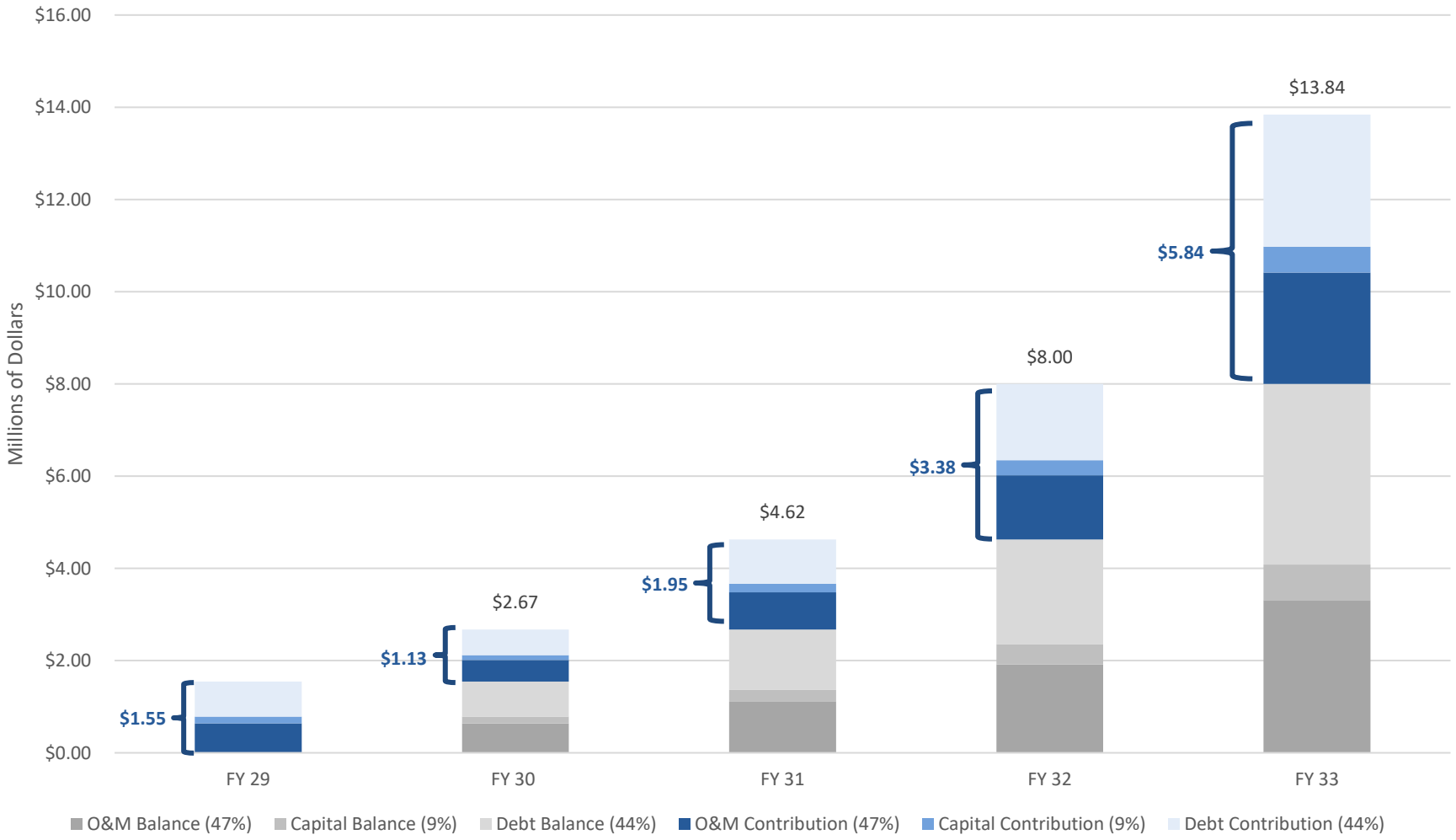
RAMP UP IMPLEMENTATION, 5-YEAR FIXED RATE - TOTAL



Reserve Types

- *O&M:* $14.2M
- *Capital:* $3.3M
- *Debt:* $16.9M

MOUNTAIN VIEW PARTNER SPECIFIC VALUE LINKS

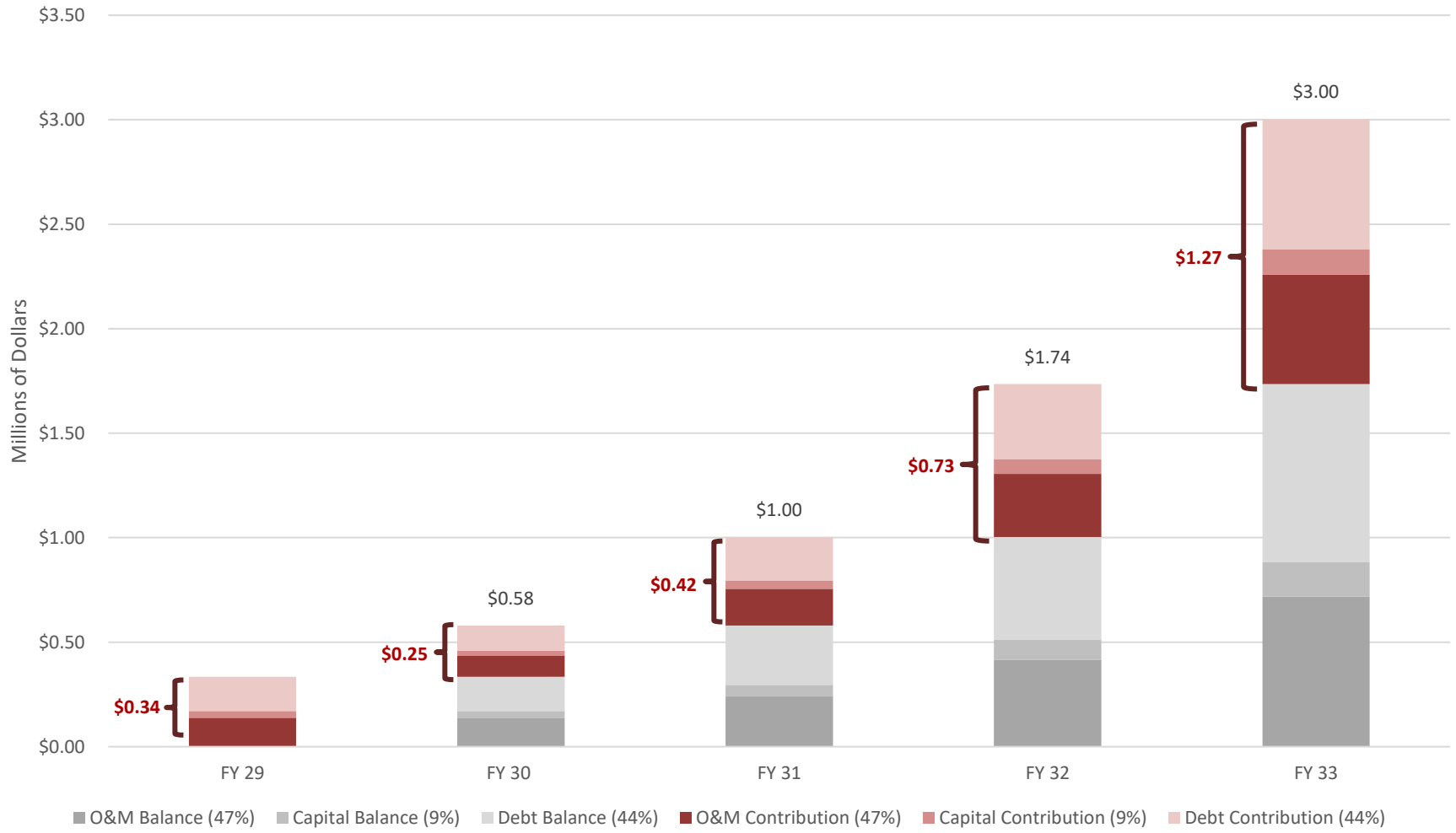


Includes AWPS Debt Payment (30-Year Total $13,419,716).

- Additional AWPS Payment $447,324 each year from FY30 onward.

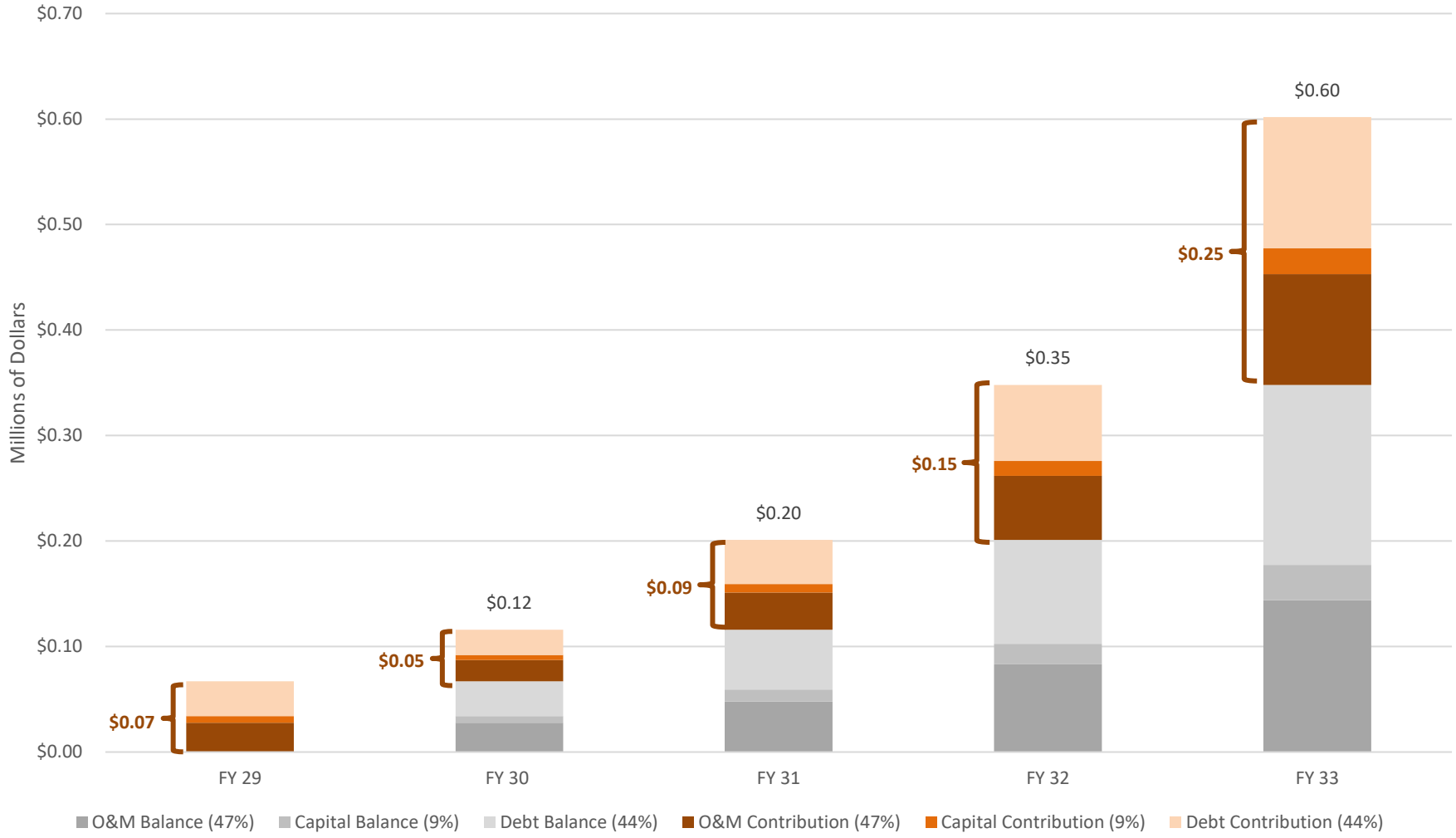
Fixed Share = 37.89%

LOS ALTOS PARTNER SPECIFIC VALUE LINKS



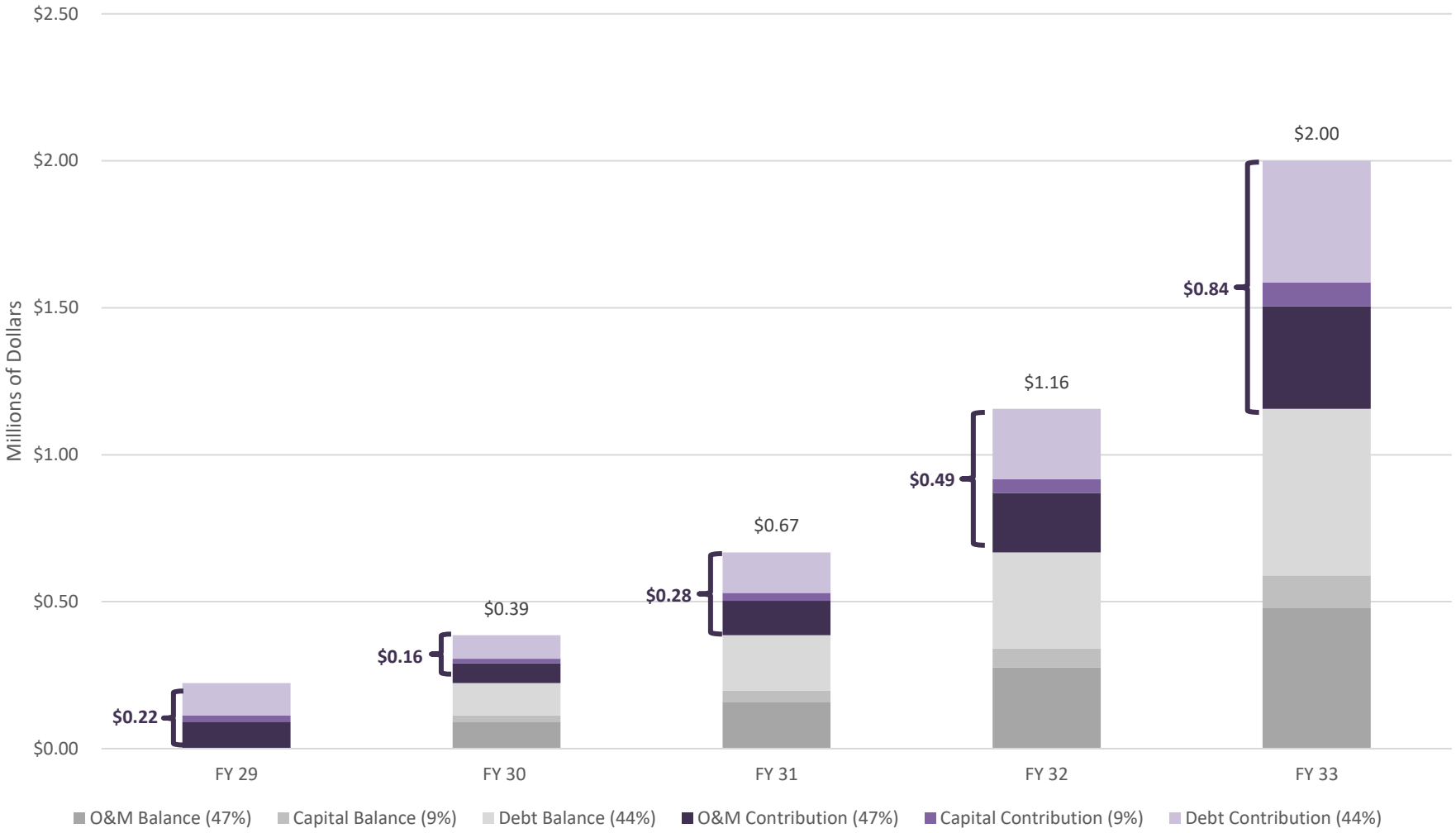
Fixed Share = 9.47%

LOS ALTOS HILLS PARTNER SPECIFIC VALUE LINKS



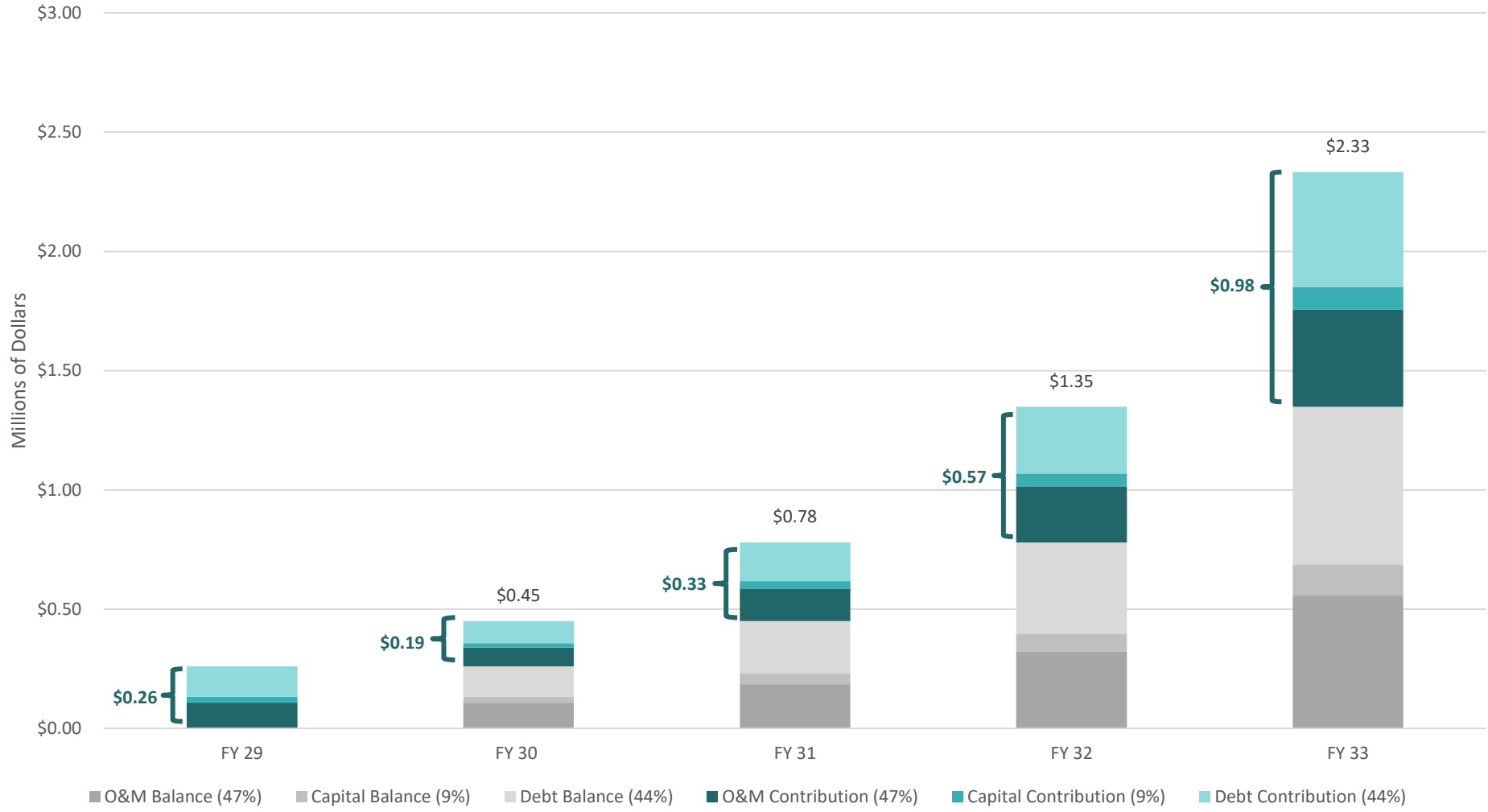
Fixed Share = 1.58%

STANFORD PARTNER SPECIFIC VALUE LINKS



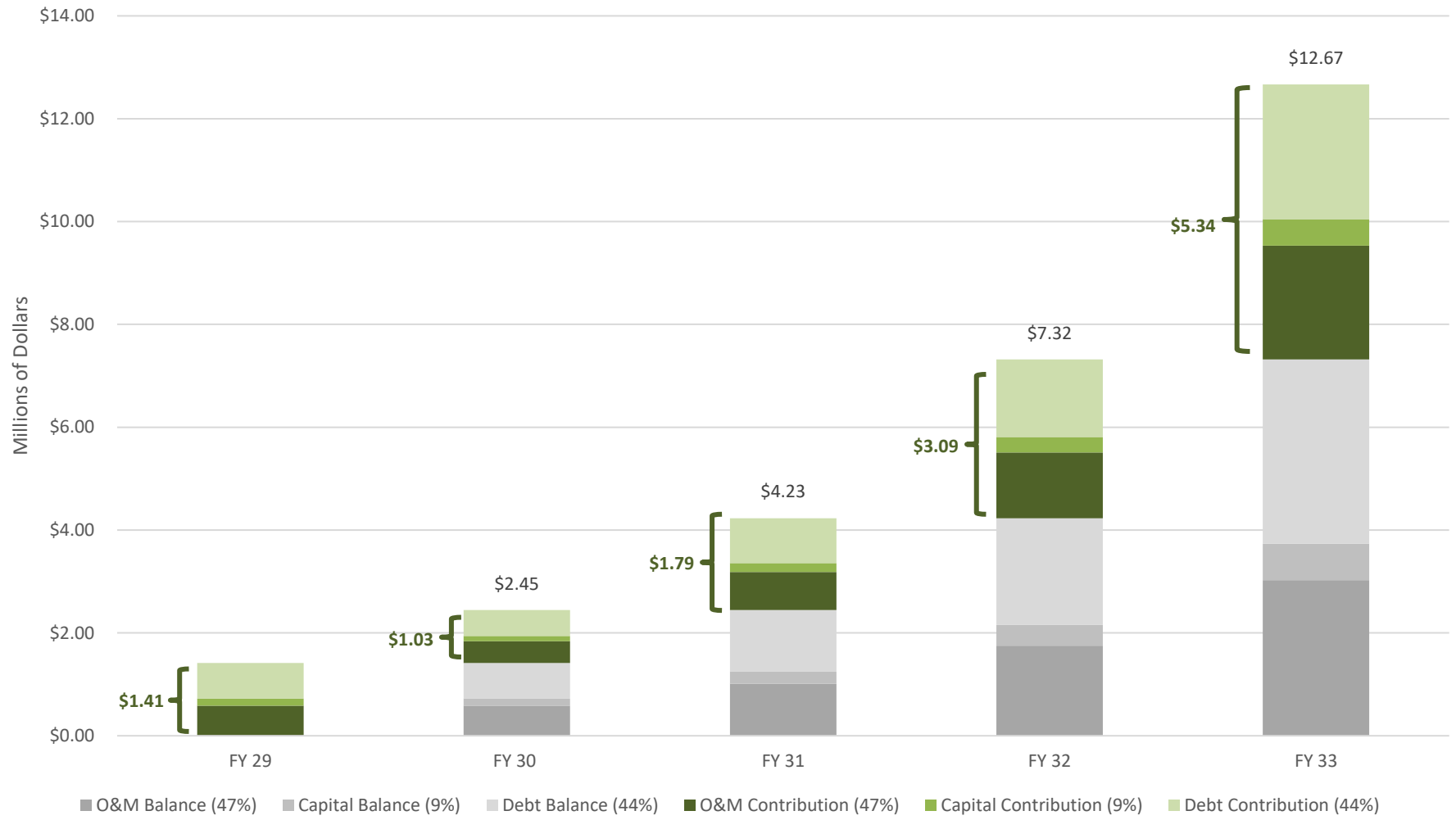
Fixed Share = 5.26%

EAST PALO ALTO PARTNER SPECIFIC VALUE LINKS



Fixed Share = 7.64%

PALO ALTO PARTNER SPECIFIC VALUE LINKS



Fixed Share = 38.16%

NEXT STEPS

- **October 6, 2026:** Present findings to the Finance Committee
- **November 2026**: Capture preferred approach in FY 2028 forecast, with Year-1 costs starting in FY 2029
- **Early 2027**: Palo Alto City Council approves updated Reserve Policy for Wastewater Treatment Fund
- **Spring/Summer 2027:** Update Partners Agreements to incorporate reserve
- **July 2028**: Ramp-up for reserves begin with FY2029 Q1 billings

Line of Credit

LINE OF CREDIT (LOC) - SCHEDULE

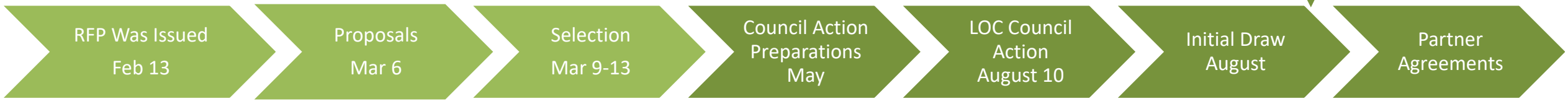
Next Steps

- August 10 Palo Alto Council Action
- Internal process controls for LOC usage
- Partner Amendments
  - Drafts sent; need to negotiate/address comments
  - Mountain View and Los Altos target Sept 22nd
  - EPASD target October 6th
  - Stanford ?
  - Palo Alto council target date October 19th

LOC "Projects" and Usage

- Headworks Design
- Gravity Thickener
- 1900 Embarcadero Property Acquisition [Palo Alto only]
- Outfall Project Design
- Ventilation Improvement
- Minor Capital Projects (Other)
- Emergency Draw

Provide Partners Update (Early September)



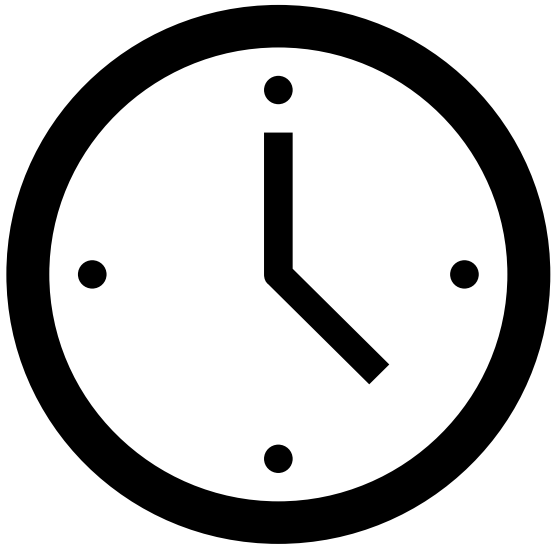
Partner amendments needed

FY2027 – ADDITIONAL CAPITAL (CASH OR LOC) FOR INITIAL PROJECT (NEEDS PARTNER AGREEMENT)

Projects	Estimated Cost in million	MV Cash Contribution	Remaining	Palo Alto	Los Altos	EPASD	Los Altos Hills	Stanford
		37.89%	62.11%	38.16%	9.47%	7.64%	1.58%	5.26%
Headworks Design	$18,000,000	$6,820,200	$11,179,800	$6,868,800	$1,704,600	$1,375,200	$284,400	$946,800
Outfall Design	$1,000,000	$378,900	$621,100	$381,600	$94,700	$76,400	$15,800	$52,600
Gravity Sludge Thickening Rehabilitation	$10,000,000	$3,789,000	$6,211,000	$3,816,000	$947,000	$764,000	$158,000	$526,000
Sludge Dewatering and Loadout Ventilation Improvements	$1,000,000	$378,900	$621,100	$381,600	$94,700	$76,400	$15,800	$52,600
Digital O&M Manual, P&IDs and Plant GIS System	$1,000,000	$378,900	$621,100	$381,600	$94,700	$76,400	$15,800	$52,600
Total	**$31,000,000**	**$11,745,900**	**$19,254,100**	**$11,829,600**	**$2,935,700**	**$2,368,400**	**$489,800**	**$1,630,600**

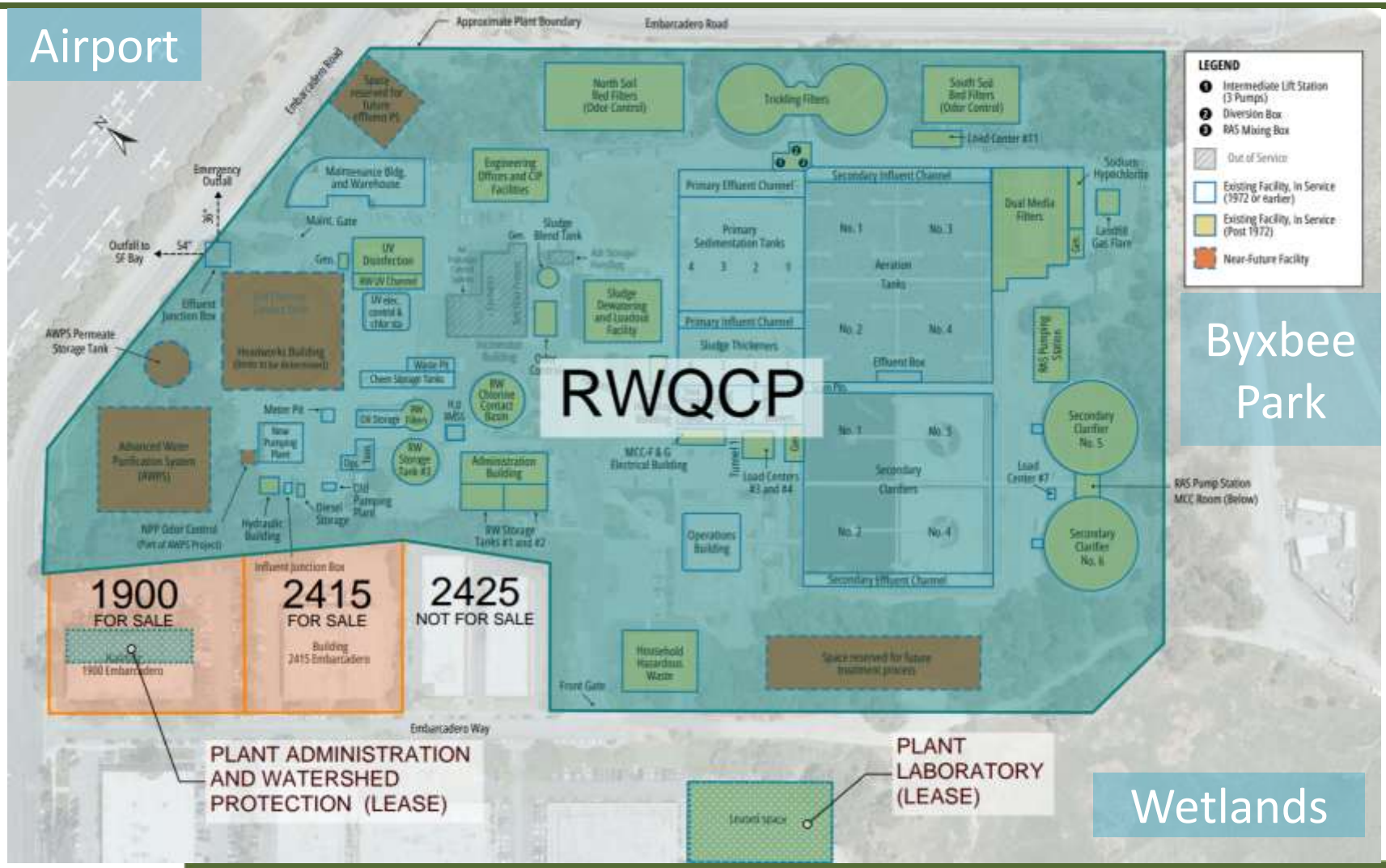
Notes:
- New Partner Amendments/Agreements needed before LOC can be used.

TIME CHECK AND BIO BREAK



1900 Embarcadero Update

WORKSPACE PLANNING: SPACE FOR STAFF IS HIGHLY CONSTRAINED



HOW 1900 EMBARCADERO COULD BE UTILIZED

RWQCP Expansion and Enhancements

- Construction & Capital Project Support
  - Contractor staging area and overflow parking
  - Construction management offices (replacing temporary on-site trailers).
  - Expansion of RWQCP footprint and removal of property fence to improve site integration.
- Workforce Safety
  - Removes the liability of staff and visitors visiting RWQP site during construction.
- Operational & Workforce Improvements
  - New employee locker rooms and upgraded facilities
  - Relocation of other Public Works ESD staff to consolidate operations near RWQCP.
  - Utilization of All Hands Meeting Space in 1900 Embarcadero Way saves a $6 million capital improvement project to renovate the Admin Building.
    - Allows for separation of treatment processes usage in the Admin Building from future workspace usage.
- Community & Public Interface
  - Dedicated public-facing space for RWQCP meetings, tours, and bid walks.
  - Space for programming with Palo Alto Unified School District.
  - Community Meeting Room
- Potential Collocation with Other City Groups
  - Utilities, Zero Waste, Airport, CSD Baylands

1900 EMBARCADERO UPDATE

- Costs will continue to be treated as RWQCP operating expenses and fall within the existing cost allocation framework—no agreement amendments needed.
- Funding will come from a combination of the Palo Alto's Line of Credit and Wastewater Treatment fund balance, later rolled into utility revenue bonds.
- Financial impact to partners projected at an annual average of $1.76M over 35 years; current leasing cost (~$0.40M/year) will be eliminated.

Table 1: Acquisition Average Annual Fiscal Impact per Partner

Partner	%	Estimated Fiscal Impact
PA	36.01%	$634,000
MV	41.50%	$731,000
LA	7.94%	$140,000
EPASD	5.78%	$102,000
SU	6.75%	$119,000
LAH	2.02%	$36,000
Annualized Total	**100.00%**	**$1,760,000**
Total over 35 Years	*100.00%*	*$61,715,000*

Long Range Facility Plan Update

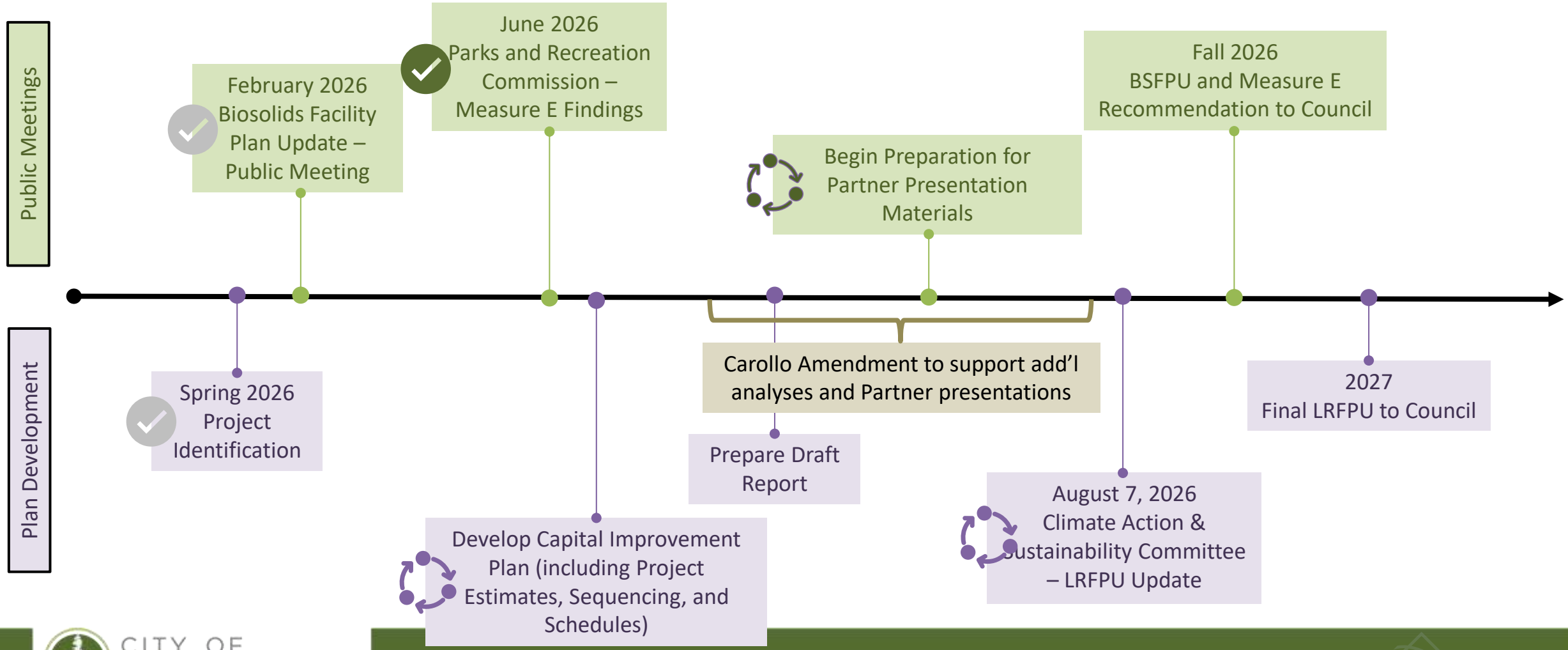
- Status Update
- 10-Year Capital Improvement Projects

There will be a separate meeting for Partners to go over the LRFPU in detail.

The Long Range Facility Plan Update (LRFPU) builds on the previous LRFP (2012) to anticipate the RWQCP needs over the next **50 years**. The LRFPU includes:

- Current and projected **treatment requirements**,
- **Workspace plan**,
- **Biosolids facility plan update;** and
- **Updated CIP program.**

LRFPU 2026-27 TIMELINE



APPROACH FOR IDENTIFYING CIP PROJECTS

Project Drivers



Capacity



Condition Assessment



Regulatory



Policy



City Needs

Implementation Timeline

Near Term Projects — Next 5 years

Mid-Term Projects — 5 – 15 years

Long Term Projects — 15+ years

We are looking at the 10-year CIP for forecasting purposes.

LRFPU: 10-YEAR CIP IDENTIFICATION

Major Capital

Liquids Treatment

- New Effluent Outfall Discharge System
- New Headworks Facility
- **New Tertiary Filtration Facility**
- **Effluent Discharge UV Dinsinfection Upgrades**

Recycled Water

- **Recycled Water Storage & Distribution Evaluation**
- **New Recycled Water Disinfection System**

Solids Management

- **Gravity Thickener Rehabilitation**
- **New Thickening Facility**

Plantwide Infrastructure

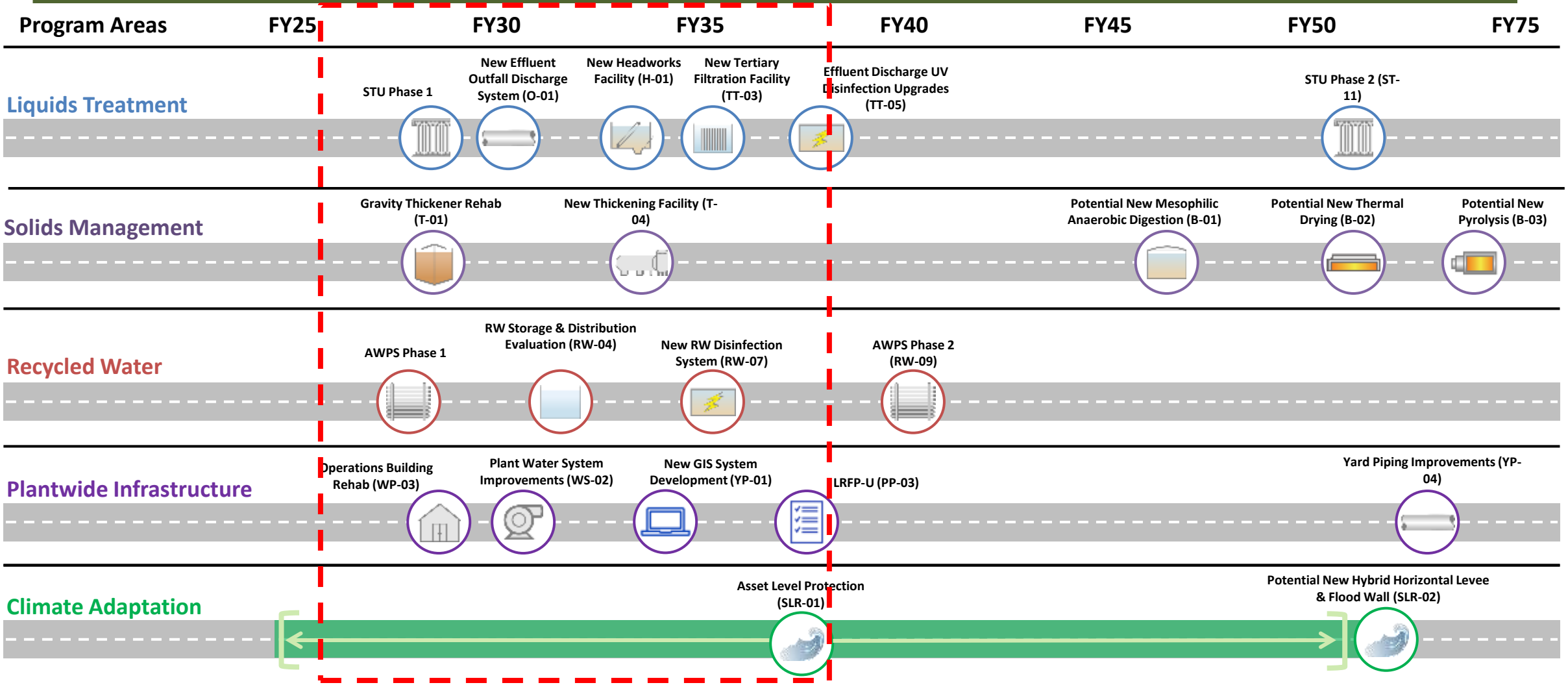
- **Operations Building Rehabilitation**
- **Plant Water System Improvements**
- **New GIS System Development**

Project Drivers

Capacity | Condition Assessment | Regulatory | Policy | City Needs

50-YEAR CIP AT A GLANCE (BY PROGRAM AREA)

10-Year CIP



Roadmap shows select milestone projects that shape the long-term CIP. Icons identify when major facilities and improvements are expected to be.

Annual Budget Forecast Preparation

ANNUAL RWQCP BUDGET FORECAST PREPARATION SCHEDULE

Task	Start	End
May Dry Weather Partner Wastewater Sampling Analyses	5/3	7/24
Flowmeter Data Collection and Analysis	7/1	7/20
Minor CIP Prioritization	7/15	9/10
Major CIP Debt Assumptions	8/19	9/17
Flow and Load Share Calculations	7/27	8/21
End of Year Calculations as Part of City's Annual Comprehensive Financial Reporting	8/24	12/1
City Budget Activities	7/1	12/1
Partner's Meeting Presentation Development	9/21	11/6
Quarter Two True-Up Billing	10/1	11/15
Development of Partner Specific Forecasts based on FY25 Actuals	10/8	10/29
Annual November Partner's Meeting (Thursday before Thanksgiving)	11/19	11/19
Overall timeline	**5/3**	**12/1**

Applies to Mountain View, Palo Alto, Los Altos, and East Palo Alto SD →

- Reflects change to dry-season sampling

FLOW AND LOAD SHARE CALCULATIONS

	MV	PA	LA	EPASD	SU	LAH	TOTAL
Previously Forecasted Flow and Load Share Split for FY 26 (Based on FY 24 Actual Flows and Load Data)	39.31%	36.66%	10.14%	5.56%	6.35%	1.98%	100%
Final Calculated Flow and Load Share for FY 26	42.26%	35.36%	8.40%	5.39%	6.41%	1.98%	100%

SUMMARY OF ANTICIPATED FORECAST/BUDGET ITEMS

Summer 2026	Fall 2026	Winter 2026/27	Spring 2027	Summer 2027
Partners review/accept LOC amendment language	FY 26 True-up (2nd Qrtr Bill)	LOC Implementation/Use	**Draft Amendment Language for:** • Reserve Fund Policy • Amended Flow/Load Share Calculation • 3-yr rolling average • 1/3 flow, 1/3 COD, 1/3 NH3	
Sept Partners Mtng	FY 28 Forecast and Partners Mtng** November 19, 2026			
	LOC to CPA Council for approval			
	Provide updated on status of 1900 Emb.			
			Long Range Facility Plan Update Communications/Presentations	

** 10-year forecast will include anticipated reserve policy, with ramp up funds starting in FY 29

Capital Program Updates

- Ongoing Project Overview

STU PROJECT (BLOWER ROOM BEFORE / AFTER)





STU PROJECT (NEW RAS PUMP STATION & LC-11)





STU PROJECT (CURRENT PROGRESS, AERATION BASIN #2)



12-KV LOOP PHASES 2 THRU 7

- Installation of new electrical service entrance cabinet from CPAU (cabinet is elevated to account for SLR)
- Installation of five (5) new switchboxes
- All equipment is installed
- Coordinating with Operations for 12-KV cable pulls / terminations to integrate new equipment into the 12-KV Loop
- Scheduled for August / Sept.



12-KV LOOP PHASES 2 THRU 7





NEW CPAU #2 CABINET & 1 OF 5 NEW SWITCHBOXES

12-KV LOOP SUPPORT AGREEMENT (PENDING)

RWQCP / CPAU-E working towards agreement for CPAU-E emergency support

- RWQCP electricians not qualified to perform switching or service on 12-KV equipment
- Agreement provides for emergency and afterhours response
- Equipment Isolation: safety, de-energization, switching operations, troubleshooting
- Peer Reviews: analyses, designs, procedures, calculations, and reports

12-KV LOOP & STU PROJECTS SHUTDOWNS IN 2026

- Shutdowns required for mechanical, process, electrical, and full RWQCP shutdowns to support construction to integrate new equipment, processes into the existing, operating RWQCP
- Many times this work must be done at minimal flow to minimize the disruption to the RWQCP to reduce Plant risk and to reduce contractor costs
- Full RWQCP Shutdowns typically begin at midnight to 2 am and can only last until about 8 am before flows increase and contractors need to vacate work areas as the RWQCP is returned to service

- ❑ 33 Mechanical / process shutdowns (piping tie-ins / equipment integration)
- ❑ 4 of Electrical shutdowns (3 on STU / 1 on 12-kV Loop)
- ❑ 1 full RWQCP shutdown (backing up the sewer)

AWPS PROJECT (ODOR CONTROL UNIT)

- Provides odor control for NPP
- Required to replace NPP in-ground biofilter odor control unit
- Biofilter demolition required to allow construction of the AWPS
- Commissioned and put into service in Jan / Feb 2026



AWPS PROJECT (CURRENT PROGRESS)

- Installation of interconnecting piping for MF Feed line and RO Permeate line
- Underground conduits and process piping being installed under slab
- Electrical ductbanks to encase conduits are on-going
- Working towards slab pours for the AWPS main process area and Permeate Tank in Sept / Oct



OUTFALL PIPELINE PROJECT NEXT STEPS

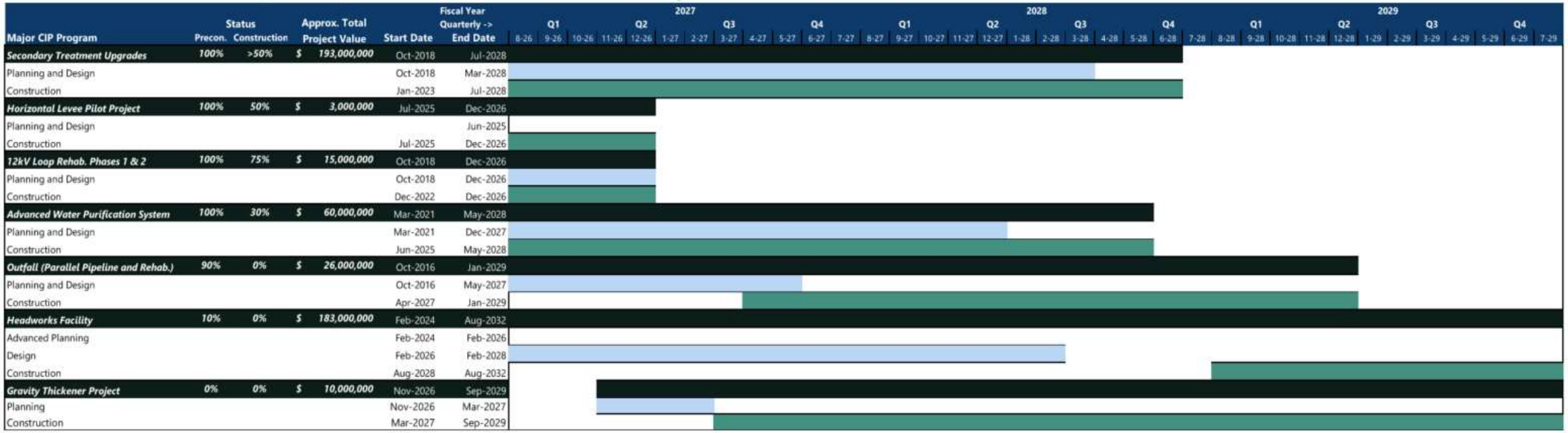
- Gain FAA concurrence for pipelines easements appraisals for FMV (annual rental fees)
- Draft / approve MOUs between PAO and PWE, RWQCP, and EPA
- Amend designer contract for redesign and revised SOW



PROGRAM SCHEDULE UPDATE

Palo Alto RWQCP Program Projects, >$3M

Major CIP Program	Status Precon.	Status Construction	Approx. Total Project Value	Start Date	Fiscal Year Quarterly -> End Date
Secondary Treatment Upgrades	*100%*	*>50%*	*$ 193,000,000*	Oct-2018	Jul-2028
Planning and Design				Oct-2018	Mar-2028
Construction				Jan-2023	Jul-2028
Horizontal Levee Pilot Project	*100%*	*50%*	*$ 3,000,000*	Jul-2025	Dec-2026
Planning and Design					Jun-2025
Construction				Jul-2025	Dec-2026
12kV Loop Rehab. Phases 1 & 2	*100%*	*75%*	*$ 15,000,000*	Oct-2018	Dec-2026
Planning and Design				Oct-2018	Dec-2026
Construction				Dec-2022	Dec-2026
Advanced Water Purification System	*100%*	*30%*	*$ 60,000,000*	Mar-2021	May-2028
Planning and Design				Mar-2021	Dec-2027
Construction				Jun-2025	May-2028
Outfall (Parallel Pipeline and Rehab.)	*90%*	*0%*	*$ 26,000,000*	Oct-2016	Jan-2029
Planning and Design				Oct-2016	May-2027
Construction				Apr-2027	Jan-2029
Headworks Facility	*10%*	*0%*	*$ 183,000,000*	Feb-2024	Aug-2032
Advanced Planning				Feb-2024	Feb-2026
Design				Feb-2026	Feb-2028
Construction				Aug-2028	Aug-2032
Gravity Thickener Project	*0%*	*0%*	*$ 10,000,000*	Nov-2026	Sep-2029
Planning				Nov-2026	Mar-2027
Construction				Mar-2027	Sep-2029



Legend

- Overall Project
- Pre-Construction
- Construction

Completed Program Projects >$3M:

- ✓ Sludge Dewatering and Loadout Facility
- ✓ Primary Sedimentation Tank Rehabilitation
- ✓ Joint Intercepting Sewer Rehabilitation

End of Slides

We appreciate your participation and feedback!

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Commission Appointments

Recommendation

Interview applicants for the following open seats on the Rent Stabilization Board (2), and appoint applicants for the seats for the board using the selection process recommended by staff.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority No. 1: Promote Housing, Economic and Workforce Development
Priority No. 3: Promote Health & Public Safety
Priority No. 4: Ensure Our Financial and Organizational Health

Government Code § 84308

Applicability of Levine Act: No

Analysis of Levine Act Compliance: Not applicable

Background

The City Council of the City of East Palo Alto is seeking candidates to make appointments for the following seats:

Rent Stabilization Board appointments for the following terms:

Regular Seat No. 3: From May 31,2024, through May 31, 2027
Alternate Seat No. 8: From May 31,2025, through May 31, 2028

The application period has been held open from July 8 through September 25, 2026; however, these positions remain open until filled. The City accepted applications electronically via the SurveyMonkey platform and offered to assist anyone who needed help submitting the application. The City conducted outreach, including in-person efforts and through its social media outlets to ensure a comprehensive approach to the outreach process. Social media outlets included various newsletters disseminated to over 4,000 residents, Facebook ads, and the City website.

Selection Process

In order to ensure an efficient and transparent Brown Act-compliant selection process, the procedure for review is as follows:

1. City Council will review the applications attached to the October 6, 2026, agenda.
2. City Council will be provided a voting form at the beginning of the agenda item from the City Clerk.
3. City Council will conduct interviews.
4. City Council will make its selections by ballot vote.

Attachments

1. Rent Stabilization Board Applications (redacted)

#2

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, September 02, 2026 7:48:11 PM
Last Modified:	Wednesday, September 02, 2026 7:59:22 PM
Time Spent:	00:11:11
IP Address:	50.207.0.170

Page 1: Rent Stabilization Board Application

Q1

Name

Jose Sanchez

Q2

Home Address

1675 Woodland Ave

Q3

City

East Palo Alto

Q4

E-mail Address

jfsanchez79@live.com

Q5

Phone Number

650-391-5979

Q6 **Yes**

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Q7

Why would you like to serve on the Rent Stabilization Board?

I would like to support and contribute in any way to a community I was a part in.

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, September 10, 2026 12:19:55 PM
Last Modified: Thursday, September 10, 2026 12:51:10 PM
Time Spent: 00:31:15
IP Address: 67.169.48.212

Page 1: Rent Stabilization Board Application

Q1

Name

Uhila Makoni

Q2 **Respondent skipped this question**

Home Address

Q3

City

East Palo Alto

Q4

E-mail Address

umakoni@gmail.com

Q5 **Respondent skipped this question**

Phone Number

Q6 **Yes**

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Q7

Why would you like to serve on the Rent Stabilization Board?

I have served diligently on PTWC for the past four years and I have gained valuable knowledge on how the city works from the perspective of Public Works. I would like to expand on this from the Rent Stabilization Board perspective. I do believe in affordable housing and protections for our residents. I would like to understand the nuisance of housing dynamics in City of EPA and support its residents.

#5

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, September 24, 2026 11:37:23 AM
Last Modified:	Thursday, September 24, 2026 11:42:42 AM
Time Spent:	00:05:18
IP Address:	172.56.46.230

Page 1: Rent Stabilization Board Application

Q1

Name

Colina Williams

Q2

Home Address

1650 Bay rd

Q3

City

E.Palo Alto

Q4

E-mail Address

colinawilliams@yahoo.com

Q5

Phone Number

6509219517

Q6 **Yes**

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Q7

Why would you like to serve on the Rent Stabilization Board?

I want to serve because safe, stable housing is foundational. And I want to help make decisions that are fair, transparent, and grounded in lived experience, as well as respectful of residents.

#1

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, April 17, 2026 9:39:20 PM
Last Modified:	Friday, April 17, 2026 9:41:38 PM
Time Spent:	00:02:18
IP Address:	108.147.93.38

Page 1: Rent Stabilization Board Application

Q1

Name

Jose

Q2

Home Address

Sanchez

Q3

City

East Palo Alto

Q4

E-mail Address

jfsanchez79@live.com

Q5

Phone Number

650-391-5979

Q6 **Yes**

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Q7

Why would you like to serve on the Rent Stabilization Board?

I would like to serve on the Rent Stabilization Board because I believe stable housing is essential to the well-being of families in East Palo Alto. In my work with youth and families, I see how housing instability directly impacts education, health, and overall quality of life.

I am interested in contributing to fair, balanced decisions that reflect the realities of the community. I value the importance of both protecting tenants and recognizing the responsibilities of property owners, and I would approach this role with a commitment to listening, careful review, and thoughtful decision-making.

I am motivated to serve and support a stable and equitable community for all residents.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, April 18, 2026 12:39:29 PM
Last Modified: Saturday, April 18, 2026 12:45:33 PM
Time Spent: 00:06:03
IP Address: 23.124.107.33

Page 1: Rent Stabilization Board Application

Q1

Name

Goolrukh A. Vakil

Q2

Home Address

1875 Woodland Avenue

Q3

City

East Palo Alto

Q4

E-mail Address

goolrukhv@comcast.net

Q5 **Respondent skipped this question**

Phone Number

Q6 **Yes**

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Q7

Why would you like to serve on the Rent Stabilization Board?

I would like to continue serving on the Rent Stabilization Board because I believe in service and I care about this city. I feel that because I have served on this board for 20 years, I can contribute to the issues that arise before the board. I am on the Rules and Regulations subcommittee as I have always been; I also teach Law and Ethics in psychology. Often the tenant is considered the underdog and is focused upon, however, I am aware that both sides of a dispute need to be fairly considered. This is also true in the case of ensuring that terms and conditions going forward are fair to both landlord and tenant. I would be honored to continue serving on the Rent Stabilization Board.
Goolrukh A. Vakil

#3

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Sunday, April 19, 2026 10:12:08 PM
Last Modified:	Sunday, April 19, 2026 10:15:15 PM
Time Spent:	00:03:07
IP Address:	99.24.48.5

Page 1: Rent Stabilization Board Application

Q1

Name

Stephanie Hinckley

Q2

Home Address

1729 Woodland AVE

Q3

City

East Palo Alto

Q4

E-mail Address

sfhinckley@gmail.com

Q5

Phone Number

6507875488

Q6 **Yes**

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Q7

Why would you like to serve on the Rent Stabilization Board?

My passion is to help others. My skills in communication and education make me a great asset to this Rent Stabilization board. I would like to mention that I am fluent in Spanish.

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, May 08, 2026 2:11:02 PM
Last Modified: Friday, May 08, 2026 2:15:51 PM
Time Spent: 00:04:49
IP Address: 76.217.55.105

Page 1: Rent Stabilization Board Application

Q1

Name

Nimish Vora

Q2

Home Address

871 Willow Glen Way

Q3 **Respondent skipped this question**

City

Q4

E-mail Address

nvora@yahoo.com

Q5 **Respondent skipped this question**

Phone Number

Q6 **Yes**

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Q7

Why would you like to serve on the Rent Stabilization Board?

I am a landlord (preferably called "homeowner") of a single family house in East Palo Alto. It is important to have a Balanced Board that will maintain interests and stewardship for both Tenants and Landlords.

#6

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, May 08, 2026 1:27:25 PM
Last Modified:	Tuesday, May 12, 2026 11:06:40 AM
Time Spent:	Over a day
IP Address:	174.62.81.24

Page 1: Rent Stabilization Board Application

Q1

Name

Luis Rosas

Q2

Home Address

2310 Glen Way

Q3

City

East Palo Alto

Q4

E-mail Address

luisenrique00.r@gmail.com

Q5

Phone Number

6506691146

Q6

Are you available to attend regular Board meetings scheduled for the second Wednesday of every month at 7:00 pm?

Yes

Q7

Why would you like to serve on the Rent Stabilization Board?

I would like to serve on the Rent Stabilization board to provide more perspective on the everyday experience of residents that rent in East Palo Alto. I have many friends, family, and neighbors who rent in East Palo Alto. I would like to collaborate with the rent board and help inform the decisions that directly impact my community around me.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Cartier Pham, Assistant Engineer
Batool Zaro, Senior Engineer
Humza Javed, Public Works Director

SUBJECT: Citywide Lighting Assessment Project Update

Recommendation

Receive an update regarding the Citywide Lighting Assessment Project.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Promote Health & Public Safety

Background

The City of East Palo Alto Citywide Lighting Project, CIP ST-04 is a city council priority project included in the City's Capital Improvement Plan. The project includes a lighting analysis to improve citywide lighting. At the February 3rd 2026 city council meeting, city council awarded a contract to General Lighting Services for the Citywide Lighting Project (project). In addition to a citywide lighting analysis, the project also will provide recommendations to improve lighting to meet current lighting industry standards.

Analysis

General Lighting Services, (GLS) began work on the project in May 2026. The project began with a comprehensive neighborhood by neighborhood evaluation of existing lighting levels, number of streetlights, coverage, infrastructure conditions, and areas where additional or upgraded lighting may be beneficial. The project is 90% complete.

Following completion of the assessment and recommendations, the City will coordinate with GLS on the preparation of plans, specifications, cost estimates, and construction bid documents. Staff will also be working closely with PG&E for electrical upgrades to PG&E owned light poles as well as other underground utility companies in order to implement the project.

Separately, the Community Services Division is proceeding with park priority projects which include lighting improvements at Bell Street Park, Jack Farrell Park, and Martin Luther King Junior Park. The improvements at Martin Luther King Junior Park include high mast “stadium lighting” improvements which are funded separately through City Council appropriation and pending acceptance of Stanford Recreation Mitigation Fund. Both projects are slated to begin in December 2027.

Next Steps:

- Citywide Lighting Assessment (Phase I) Study Completion - December 2026
- Finalize the citywide lighting construction schedule/ program (Phase II) - February 2027
- Bid/award - May 2027

Fiscal Impact

No fiscal impact.

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.

Environmental review of the project will be performed as part of this contract during the design phase.

STAFF INFORMATIONAL REPORT 13.1

Government Code § 84308

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

Analysis of Levine Act Compliance: Not applicable.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Don C, Jeppson, Chief Building Official
Elena Lee, Community and Economic Development Director

SUBJECT: Code Enforcement Update

Recommendation

Receive an informational report from staff concerning Code Enforcement.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Priority: Public Health, Safety, and Quality of Life

Background

On March 16, 2021, staff presented a report and overview of code enforcement activities, policy, and practices. The City Council unanimously agreed to continue the practice of a tiered system to prioritize complaints based on severity, and decided to not allow anonymous submittal of Priority Two (Medium) and Priority Three (Low) Tier complaints.

On April 20, 2021, the City Council adopted Resolution 57-2021 updating the priorities for code enforcement implementation including a revised "Priorities for Code Enforcement." The April 2021 staff report is attached for reference.

On January 21, 2025, staff presented a report and overview of code enforcement activities. City Council voted for staff to study options on Tier Three priorities. On April 15, 2025, the City Council reviewed the potential strategies for the City to better address Tier Three Code violations and provide direction on the Council's preferred strategy or alternatives. In the Fiscal Year 2025-2026 Budget, the City Council appropriated a one-time $150,000 to Code Enforcement above its prior appropriations to specifically address Priority Three Code violations.

The purpose of this informational report is to provide an update to the City Council on the Code Enforcement program, including accomplishments, challenges, and possible solutions.

Analysis

The City of East Palo Alto responds to a mix of complaints submitted by residents and generated by limited proactive code enforcement action. In all cases, the staff seeks primarily to achieve voluntary compliance to resolve violations, but can escalate as appropriate with additional notices, citations, and fines. Code Enforcement cases often involve illegal/unpermitted construction, debris/storage accumulation, garbage, unpaved parking, nuisances, and other types of violations of the Municipal Code, including street food vending. The chart below shows the major categories of Code Enforcement cases:

Code Enforcement Cases

	2026*		2025		2024		2023		2022	
Type	**Cases**	**Open**	**Cases**	**Open**	**Cases**	**Open**	**Cases**	**Open**	**Cases**	**Open**
Animal	**9**	2	**7**	0	**24**	4	**8**	0	**8**	0
Debris/Storage Yard	**95**	30	**128**	24	**10**	2	**3**	0	**9**	0
Garbage	**17**	4	**10**	0						
Mold	**4**	0	**2**	1	**5**	1			**1**	0
Noise	**3**	0	**6**	0						
Nusances	**42**	12	**80**	20	**42**	7	**45**	3	**30**	6
Public Dumping	**1**	0	**1**	0					**3**	0
Tree Trim/Removal	**4**	0	**10**	2	**8**	0	**8**	0	**3**	0
Unpaved parking	**13**	8	**32**	0						
Unpermitted Structures	**46**	30	**107**	30	**65**	21	**74**	17	**62**	12
Vehicles	**46**	20	**92**	26	**8**	1	**5**	3	**5**	0
Weeds	**20**	5	**33**	0			**3**	0	**8**	1
Total:	**300**	111	**508**	101	**162**	36	**146**	23	**129**	19

**First Six Months*

As shown in the chart above, in the 18 months before January 2025, Code Enforcement opened 308 cases and closed more than 240 cases. In the 18 months since January 2025, Code Enforcement opened 808 cases and closed more than 600 cases. This is nearly 263% increase in open cases and 294% increase in closed cases with a closed rate remaining nearly the same at 74%. The breakdown of how long it took to close cases is in the following chart:

Code Enforcement Cases

	2026	2025	2024	2023	2022
	Cases	Cases	Cases	Cases	Cases
Duration	**300***	**508**	**162**	**146**	**129**
0-1 Day	12	16	11	1	4
1 Week	4	5	4	2	7
1 Month	18	62	24	21	26
3 Months	97	78	34	27	24
6 Months	9	72	20	23	10
9 Months	39	76	8	20	8
1 Year		47	9	16	4
Greater 1 Year		51	16	13	27
Open	**111**	**101**	**36**	**23**	**19**

**First Six Months*

As shown in the chart above, 10 to 16% of the cases are closed within 30 days and 33 to 43% of the cases are closed within 90 days. Code Enforcement is on track to exceed six hundred cases this calendar year with a similar close rate. Staff heard the Council's clear direction to address more Code Enforcement around the community, and Council's budgetary addition has been spent toward this goal.

Code Enforcement Priorities

Code enforcement complaints are prioritized as set by Resolution Numbers 57-2021 and 4610 (from 2015), both of which are attached to this report. The priorities are summarized below.

1. **Priority One (High):** Imminent/Immediate threat to health, safety, or environmental resources. Priority One violations are those actions which require immediate attention to address a significant threat or threats to public health and safety or to environmental resources. Examples of such violations include but not limited to:

    - Housing conditions where faulty structural, electrical systems, gas fuel systems, and/or lack of sanitary facilities and other violations of the California Health and Safety Code and/or Title 8 of the East Palo Alto Municipal Code, or violations of conditions of approval, such as noise or traffic mitigations, specifically designed to protect the public exist and pose an immediate threat to public health, welfare or safety.
    - Significant environmental issues including, but not limited to, dumping of hazardous materials, alteration of Baylands and/or San Francisquito Creek, removal of significant vegetation, and grading in environmentally sensitive areas.

    Response Time: Staff will respond within 1 business day after a complaint is received.

2. **Priority Two (Medium)**: Potential threat to health, safety, or environmental resources. Unlike Priority One violations, Priority Two violations are those actions that have the potential to cause damage to public health and safety or to the environment:

- Violations in this category are essentially the same as Priority One, except that the potential for damage does not pose an immediate threat to public health, welfare or safety.
- Generally, this means that property owners may implement immediate repairs and/or mitigation measures that reduce the immediate threat.
- Failure to fully address the potential threats will often result in the enforcement action escalating to a Priority One case.

Response Time: Staff will attempt to respond to Priority Two issues initially within 3- 5 business days after a complaint is received.

3. **Priority Three (Low):** Technical code violations. Priority Three violations are those violations that do not pose an imminent or potential threat to the public health or safety or the environment, but which may, if not abated, compromise the welfare of the community and reduce the quality of life for residents and businesses:

    - Violations in this category include activities which are violations of various municipal and zoning codes but pose no near-term threat to the public health and safety or the environment.
    - Violations might include illegally parked vehicles, debris accumulation on properties, sign code violations and various other zoning code violations.
    - If Priority Three violations are noted in conjunction with Priority One or Two cases, compliance efforts will include Priority Three issues as well.

In addition, the number of open complaints submitted by anyone is limited to five complaints at a time. This limit of five does not apply to Priority One (High) Tier complaints.

Code Enforcement Staffing & Resources

The Code Enforcement team has two very capable, well-trained, and dedicated officers who have a deep understanding of the community. The Code Enforcement team currently has a vacant hybrid code enforcement/building inspector position. The position has been difficult to recruit and may evolve into a different position to support code enforcement activities. The Chief Building Official (CBO) position was filled at the end of May 2026 and supervises the team and consultants; prior to this, the CBO role was vacant for nearly three years.

Since 2025, the City has contracted with West Coast Code Consultants (WC3) and CSG Consultants to provide code enforcement augmentation. Currently, CSG has a part-time code enforcement officer focused on proactive enforcement on Priority Three violations while our two City code enforcement officers work on all priorities.

The increased volume of cases, combined with staffing limitations, has made investigating, addressing, and escalating code enforcement cases challenging. To better address code enforcement challenges, the code enforcement team will need to invest in better technology to manage and automate case workflows, set up and develop processes for hearing officers, and potentially expand support staff.

Potential Strategies

Staff has identified the following areas to continue research and explore for improvements:

- Code Enforcement Officers spend a lot of time and effort just processing paperwork and scheduling inspections. Subscribing to code enforcement specialty software and adding or contracting for office support would improve efficiency. This could boost production by more than 25% and make workflow processes more refined and consistent. Staff will raise this software option at the next round of considerations for the IT Strategic Plan such that they are included in one of the upcoming fiscal years. We anticipate such software will not exceed $70,000 collectively in annual licenses but may cost more to implement. When such projects are prioritized, they will return to the Council as IT project budgets. The office support contracting will cost approximately $75,000 annually, which would return to you as a future budgetary request.

- Equally challenging is determining and analyzing the kind of code violations that exist in the community and the effectiveness of code enforcement actions. Additional software could help gather and analyze violations, produce heat maps and then document the effectiveness of different code enforcement actions. In combination with code enforcement specialty software, some communities have seen over 70% compliance on courtesy notices alone with noticeable improvements in the community.

- With the number of cases and workload, converting the existing vacant hybrid code enforcement/building inspector position to a code enforcement position or continuing a contract for part-time code enforcement officer would ensure timely processing and closing of code enforcement cases. The current part-time code enforcement officer contract has processed more than 210 cases between January 2025 and July 2026. The funding approved for that contact will be exhausted in December. The contract costs approximately $150,000 annually and would return to the City Council as a budgetary request.

- Difficult cases require issuing citations and having a process for the applicant to appeal those citations to a hearing officer. Currently, we do not have this process established. We need to develop the process, issue a request for proposals (RFP), and then contract with hearing officers, which would likely cost approximately $50,000 annually.

- Some cases are especially difficult to enforce and close. Some examples are front yard fences that exceed 48 inches and paved-over front yards used for additional parking. We know there are hundreds of these violations, but perhaps a different approach is required. One would be to realign the Municipal Code to reflect closer what is actually happening in the community. Another is to establish a policy that would allow existing violations to continue, but any improvements after a certain date would be acted on and enforced. Of course, a third option is to enforce the requirements as they currently stand.

CE Specialty Software	Annual Subscription	$15,000
Analytic Software	Annual Subscription	$55,000
Office Support Contract*	Part-Time (1,000 hrs.)	$75,000
Code Enforcement Officer Contract*	Part-Time (1,000 hrs.)	$150,000
Hearing Officer Contract	Part-Time (As needed)	$50,000

**May be able to reclassify existing vacant position to fill or supplement*

Summary and Next Steps

Staff is following up on the potential strategies to better address Tier Three code violations discussed above. As staff is able to gather more data, such as approximations of how many such violations are occurring around the City, we will return to the City Council with proposed solutions and requests that the Council prioritize which cases to address within Tier Three so that staff may focus our time and efforts according to your priorities. In certain situations, staff may also request appropriate revisions to the Municipal Code. Finally, staff may also return with proposed changes to the Position Control Resolution to repurpose the vacant hybrid code enforcement/building inspector position.

These changes will not happen overnight. Staff will return to you with sizable portions to consider, but making critical changes like these will happen over the next few years. It will be some time before anyone sees critical change in the community, but change is already happening given we anticipate opening over six hundred Code Enforcement cases this year.

Fiscal Impact

There is no fiscal impact on this item at this time.

Public Notice

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

Environmental

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

Government Code § 84308

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

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution No. 57-2021
2. Resolution No. 4610 (2015)

RESOLUTION NO. 57 – 2021

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

UPDATING THE PRIORITIES FOR CODE ENFORCEMENT IMPLEMENTATION

WHEREAS, the City of East Palo Alto Building Division ("Building Division") of the Community and Economic Development Department ("CEDD") is responsible for implementing and enforcing laws, codes and regulations that maintain public health and safety; and

WHEREAS, the Building Division, through its code enforcement officers, enforces the East Palo Alto Municipal Code, Zoning Code, and the State Health and Safety Codes including, but not limited to, the California Building Code (Title 24), and Substandard Buildings and Unpermitted Occupancies (Title 25); and

WHEREAS, the City Council's Adopted Priority Areas include: Priority #3 to "Increase Organizational Effectiveness and Efficiency" and Priority #6 to "Create a Healthy and Safe Community;" and

WHEREAS, the City Council allocates funding and staffing to implement a code enforcement program to assure compliance with City and State building, and zoning regulations, provide for a healthy and safe community, and to reduce blight throughout the City; and

WHEREAS, on April 21, 2015, the City Council adopted Resolution No. 4610 establishing "Priorities for Code Enforcement" to guide the allocation of staff and other resources to most efficiently carry out code enforcement activities in the City; and

WHEREAS, at the March 16, 2021 City Council meeting, the City Council considered programmatic updates to the City's existing Code Enforcement program and Resolution No. 4610; and

WHEREAS, after deliberation, the City Council directed City staff to return with a revised "Priorities for Code Enforcement" that imposes a limit on anonymous code enforcement complaints for Priority Two (Medium) and Priority Three (Low) Tier complaints; and

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

1. Rescinds Resolution No. 4610; and

2. Adopts the attached revised "Priorities for Code Enforcement," as set forth in Exhibit A, attached hereto and incorporated herein by this reference, to guide the allocation of staff and other resources to most efficiently carry out code enforcement activities in the City.

PASSED AND ADOPTED this 20th day of April 2021, by the following vote:

AYES: Abrica, Gauthier, López, and Romero

NOES: Wallace-Jones

ABSENT:

ABSTAIN:

Carlos Romero, Mayor

ATTEST:

Walfred Solorzano, City Clerk

APPROVED AS TO FORM:

Rafael E. Alvarado Jr., City Attorney

Exhibit A

PRIORITIES FOR CODE ENFORCEMENT

Priority One: Imminent/Immediate threat to health, safety, or environmental resources.
Priority One violations are those actions which require immediate attention to address a significant threat or threats to public health and safety or to environmental resources. Examples of such violations include but are not limited to:

- Housing conditions where faulty structural, electrical systems, gas fuel systems, and/or lack of sanitary facilities and other violations of the California Health and Safety Code and/or Title 8 of the East Palo Alto Municipal Code, or violations of conditions of approval, such as noise or traffic mitigations, specifically designed to protect the public exist and pose an immediate threat to public health, welfare or safety.
- Significant environmental issues including, but not limited to, dumping of hazardous materials, alteration of Baylands and/or San Francisquito Creek, removal of significant vegetation, and grading in environmentally sensitive areas.

Response Time: Staff will respond within 1 business day after a complaint is received.

Priority Two: Potential threat to health, safety, or environmental resources.
Priority Two violations are those actions that have the potential to cause damage to the public health and safety or to the environment:

- Violations in this category are essentially the same as Priority One, except that the potential for damage does not pose an immediate threat to public health, welfare or safety.
- Generally this means that property owners may implement immediate repairs and/or mitigation measures that reduce the immediate threat.
- Failure to fully address the potential threats will often result in the enforcement action escalating to a Priority One case.

The City shall not accept anonymous complaints for Priority Two matters. Furthermore, the City shall not accept any more than five complaints at a time from one individual complainant for Priority Two matters.

Response Time: Staff will attempt to respond to Priority Two issues initially within 3-5 business days after a complaint is received.

Priority Three: Technical code violations.
Priority Three violations are those violations that do not pose an imminent or potential threat to the public health or safety or the environment, but which may, if not abated, compromise the welfare of the community and reduce the quality of life for residents and businesses:

- Violations in this category include activities which are violations of various municipal and zoning codes, but pose no near-term threat to the public health and safety or the environment.
- Violations might include illegally parked vehicles, debris accumulation on properties, sign code violations and various other zoning code violations.
- If Priority Three violations are noted in conjunction with Priority One or Two cases, compliance efforts will include Priority Three issues as well.

The City shall not accept anonymous complaints for Priority Three matters. Furthermore, the City shall not accept any more than five complaints at a time from one individual complainant for Priority Three matters.

Response Time: Staff will address Priority Three issues as time allows and circumstances demand when complaints are received. Staff may, however, in coordination with other partners and the community, choose to emphasize enforcement on a certain issue (e.g., neighborhood parking, setback violation).

Implementation and Methods of Enforcement

Establishment of these Priorities for Code Enforcement shall not be construed as a waiver or limitation on the City's ability to pursue any and all violations of building, fire, and zoning codes to the full extent allowed by law.

City code enforcement officers may use a variety of methods to gain compliance from property owners, tenants, business owners and others with the East Palo Alto Municipal Code and state law. Potential code enforcement actions include, but are not limited to, working cooperatively with applicants/owner to obtain voluntary compliance, requiring appropriate permits be obtained, withholding, suspending to revoking City issued permits, levying fines and fees, recordation of notices of violation, issuing criminal complaints, taking abatement actions to remove or correct violations, initiating civil lawsuits (e.g., injunctions, placing a property into receivership), and other remedies as permitted by law.

RESOLUTION NO. 4610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO ESTABLISHING PRIORITIES FOR CODE ENFORCEMENT IMPLEMENTATION

WHEREAS, the City of East Palo Alto Building Division of the Community and Economic Development Department (C&EDD) is responsible for implementing and enforcing the California Building Codes (Title 24 of State law); and

WHEREAS, the City of East Palo Building Division of the C&EDD, in coordination with the Menlo Park Fire District, is responsible for implementing and enforcing the Fire Code (Part 9 of Title 24); and

WHEREAS, the City of East Palo Alto Building Division and Planning and Housing Division of C&EDD are responsible for implementing and enforcing the City's Zoning Code; and

WHEREAS, the City of East Palo Alto Building Division is further responsible for implementing and enforcing other select provisions of State law, including but not limited to the Health and Safety Code (Title 25) regarding Substandard Buildings and Unpermitted Occupancies, and the Public Safety Code (Title 19); and

WHEREAS, the City Council's Adopted Priority Areas include: #3 to "Increase Organizational Effectiveness and Efficiency" and #6 to "Create a Healthy and Safe Community;" and

WHEREAS, the City Council allocates funding and staffing to implement a code enforcement program to assure compliance with City and State building, fire, and zoning regulations, provide for a healthy and safe community, and to reduce blight throughout the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Palo Alto does hereby adopt the attached Priorities for Code Enforcement as set forth in Exhibit A, attached hereto and incorporated herein by this reference, to guide the allocation of staff and other resources to most efficiently carry out code enforcement activities in the City.

Attachment: Resolution No. 4610 (1678 : Follow up to Code Enforcement)

PASSED AND ADOPTED this 21st day of April 2015, by the following vote:

AYES: **RUTHERFORD, ABRICA, GAUTHIER, MOODY**
NAES:
ABSENT:
ABSTAIN:

SIGNED:

Lisa Gauthier, Mayor

ATTEST:

Terrie Gillen, Interim Deputy City Clerk

APPROVED AS TO FORM:

John A. Nagel, City Attorney

Attachment: Resolution No. 4610 (1678 : Follow up to Code Enforcement)

Exhibit A

PRIORITIES FOR CODE ENFORCEMENT

Priority One: Imminent/Immediate threat to health, safety, or environmental resources.
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- Violations in this category are essentially the same as Priority One, except that the potential for damage does not pose an immediate threat to public health, welfare or saftey.
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- Failure to fully address the potential threats will often result in the enforcement action escalating to a Priority One case.

Response Time: Staff will attempt to respond to Priority Two issues initially within 3-5 business days after a complaint is received.

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Priority Three violations are those violations that do not pose an imminent or potential threat to the public health or safety or the environment, but which may, if not abated, compromise the welfare of the community and reduce the quality of life for residents and businesses:

Attachment: Resolution No. 4610 (1678 : Follow up to Code Enforcement)

- Violations in this category include activities which are violations of various municipal and zoning codes, but pose no near-term threat to the public health and safety or the environment.
- Violations might include illegally parked vehicles, debris accumulation on properties, sign code violations and various other zoning code violations.
- If Priority Three violations are noted in conjunction with Priority One or Two cases, compliance efforts will include Priority Three issues as well.

Response Time: Staff will address Priority Three issues as time allows and circumstances demand when complaints are received. Staff may, however, in coordination with other partners and the community, choose to emphasize enforcement on a certain issue (e.g., neighborhood parking, setback violation).

Implementation and Methods of Enforcement

Establishment of these Priorities for Code Enforcement shall not be construed as a waiver or limitation on the City's ability to pursue any and all violations of building, fire, and zoning codes to the full extent allowed by law.

City code enforcement officers may use a variety of methods to gain compliance from property owners, tenants, business owners and others with the East Palo Alto Municipal Code and state law. Potential code enforcement actions include, but are not limited to, working cooperatively with applicants/owner to obtain voluntary compliance, requiring appropriate permits be obtained, withholding, suspending ro revoking City issued permits, levying fines and fees, recordation of notices of violation, issuing criminal complaints, taking abatement actions to remove or correct violations, initiating civil lawsuits (e.g., injunctions, placing a property into receivership), and other remedies as permitted by law.

Attachment: Resolution No. 4610 (1678 : Follow up to Code Enforcement)

EAST PALO ALTO CITY COUNCIL
STAFF REPORT

DATE: October 6, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Alec Nicholas, Special Projects Manager
Humza Javed, Public Works Director

SUBJECT: Update on the City's SAFER Bay Project

Recommendation

Receive an informational presentation on the City of East Palo Alto's SAFER Bay Project, including an update on the status of the design phase.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Public Infrastructure and Utilities
- Public Health, Safety, and Quality of Life

Background

The SAFER Bay Project (Strategy to Advance Flood protection, Ecosystems and Recreation along San Francisco Bay) is a regional shoreline flood protection program extending along approximately seven miles of San Francisco Bay shoreline in East Palo Alto and Menlo Park. The San Francisquito Creek Joint Powers Authority (SFCJPA) developed the program through feasibility analysis, preliminary design and environmental review, establishing the alignment, the level of flood protection, and the habitat and public access elements. Construction-level final design is then carried out by each city within its own jurisdiction. This report concerns the City of East Palo Alto's portion of that program.

The City's project consists of two reaches. The South of Bay Road (SOBR) reach runs approximately one mile along the Bay Trail from San Francisquito Creek to Bay Road and

consists of an earthen levee with an embedded floodwall and an ecotone slope, together with habitat restoration and public access improvements. The second reach, North of Bay Road (NOBR), extends from Bay Road to high ground near Tara Street. Completing both reaches delivers the full extent of flood protection analyzed in the Federal Emergency Management Agency (FEMA) Benefit Cost Analysis that supports the project's grant funding.

The project is funded primarily through FEMA Hazard Mitigation Grant Program (HMGP), under a 75 percent federal and 25 percent local cost share. The current design phase is scheduled to be completed by the end of October 2026 in accordance with the grant schedule.

Following a competitive procurement initiated by the City's Request for Proposals (RFP) process on December 13, 2024; and conducted in accordance with 2 CFR Part 200, the City executed an agreement with Sherwood Design Engineers on August 11, 2025 for design, permitting and bid support of the SOBR reach. Sherwood's team includes specialty subconsultants in structural and marine engineering, geotechnical engineering, habitat restoration, survey, cost estimating, and community engagement. The City then initiated a separate competitive procurement, issuing a Request for Proposals on February 4, 2026, and on May 19, 2026 the City Council authorized an agreement with Sherwood Design Engineers to advance the NOBR reach from its existing preliminary design level through final design and bid support.

Design of the South of Bay Road reach began in mid-2025. The design team completed utility research, topographic and boundary survey, and geotechnical investigation along the alignment, then established the design criteria and basis of design governing the work. Successive design submittals followed, with 60 percent plans, specifications and engineer's estimate issued in June 2026. The North of Bay Road reach advanced from its preliminary design level through a 30 percent submittal in early summer 2026. The City completed a full technical review of each submittal and issued consolidated comments, which the design team resolved and carried forward. The two reaches have since been combined, and the City reviewed the 90 percent plans, specifications, estimate and related deliverables and issued consolidated comments in September 2026.

Environmental review and permitting have proceeded in parallel with design. The SFCJPA circulated the Draft Environmental Impact Report (EIR) in December 2025 and certified the final EIR in May 2026. The City has prepared a draft California Environmental Quality Act (CEQA) Addendum addressing design refinements within both reaches that have occurred since the environmental document was prepared.

Coordination is ongoing with the agencies that will issue project permits, including the U.S. Army Corps of Engineers, the San Francisco Bay Regional Water Quality Control Board, the Bay Conservation and Development Commission (BCDC), the California Department of Fish and Wildlife, and the federal resource agencies. The project was presented to the BCDC Design Review Board and Engineering Criteria Review Board in June 2026, and revisions responding to BCDC comments will be presented to both boards in fall 2026. The City has also held two public workshops in East Palo Alto, and community input from those workshops has been incorporated into the design.

Analysis

The project is on schedule to complete 100% design by the end of October 2026 and provide the required deliverables to California Governor's Office of Emergency Services (CalOES) and FEMA for their review in compliance with the HMGP grant deadline.

Fiscal Impact

There is no fiscal impact associated with receiving this informational update. Design of the SAFER Bay Project is funded through the FEMA Hazard Mitigation Grant Program under a 75 percent federal and 25 percent local cost share, with the local share provided through previously appropriated City funds. Any future contract actions or appropriations required to complete final design, permitting or construction will be brought to City Council for consideration under separate items.

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 Co. Library located at 2415 University Avenue, East Palo Alto.

Environmental

The proposed action does not constitute a "project" with the meaning of the 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.

14.1 Inclusionary Housing Alternative Compliance Option for West Bayshore-Newell Improvements at Woodland Park

THIS ITEM HAS BEEN CONTINUED TO OCTOBER 20,2026.
A STAFF REPORT IS FORTHCOMING.

14.2 Inclusionary Housing Alternative Compliance Option for the O'Keefe-Manhattan Improvements at Woodland Park

THIS ITEM HAS BEEN CONTINUED TO OCTOBER 20,2026.
A STAFF REPORT IS FORTHCOMING.