EAST PALO ALTO CITY COUNCIL
REGULAR SESSION AMENDED AGENDA

Tuesday, May 5, 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/86559152281

Or join by phone:
Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or
+ 1 346 248 7799 or
+ 1 253 215 8782 or
+ 1 312 626 6799 or
+ 1 929 205 6099 or
+ 1 301 715 8592

Webinar ID: 865 5915 2281

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

Pursuant to Government Code Section 54953, members of the council may appear remotely for the following reasons:
a. Teleconference Exception (Gov't Code § 54953(b)): None.
b. Just Cause (Gov't Code 54953(f)(A)(i)):
Councilmember: Martha Barragan
General description (Contagious illness prevents the member from attending the meeting in person (Id., subd. (j)(2)(B)) Affirmation (18 year or older participants) Admonitions: (a) video and audio must remain on; (b) disruption causes cease of council action.
c. Emergency Circumstances (Gov't Code 54953(f)(A)(ii) (Approval Required)): None.

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF THE AGENDA

3. APPROVAL OF CONSENT CALENDAR

3.1 On-Call Contract Award with CSG Consultants and CSWST2

Recommendation:

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate and execute an agreement with CSG Consultants, in a form approved by the City Attorney, in the amount of $150,000 to provide on-call civil engineering services, for a three-year term with the option for a one-year extension;

2. Authorizing the City Manager to award, negotiate and execute an agreement with CSWST2, in a form approved by the City Attorney, in the amount of $150,000 to provide on-call civil engineering services, for a three-year term with the option for a one-year extension; and

3. 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.

3.2 Jewish Heritage Month Proclamation

Recommendation:

Present the proclamation.

3.3 Asian American & Pacific Islander Month Proclamation

Recommendation: Present the proclamation.

3.4 Proclamation of The City of East Palo Alto Affirming the City’s Commitment to Combat Antisemitism

Recommendation: Present the proclamation.

3.5 Public Safety Dispatch Services

Recommendation: Authorizing the City Manager to enter into a four-year agreement with San Mateo County Public Safety Communications (PSC) for the continued provision of Public Safety Dispatch services in an amount not to exceed $6,267,298

3.6 Execute the updated Animal Control Services Agreement with County of San Mateo for the period July 1, 2026 – June 30, 2029.

Recommendation:

Adopt a resolution:

1. Approving the updated three-year Animal Control Services Agreement between the City of East Palo Alto and County of San Mateo for the continued supply of animal control, shelter, veterinary, and animal licensing services, which will cost the City of East Palo Alto approximately $2,454,279;
2. Authorizing the City Manager to execute the updated agreement once finalized by the County;
3. Finding that the proposed action is exempt from the City's Purchasing Ordinance, codified at East Palo Alto Municipal Code Section 2.84.060(B) (10)(Contracts with Other Governmental Entities); and
4. Finding that the proposed action does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

3.7 City Council Strategic Priorities Fiscal Years (FY) 2025-27 Work Plan - Third Quarter Status Update

Recommendation: Receive a third quarter update on the City Council Strategic Priorities FY 2025-27 Work Plan.

4. CLOSED SESSION

4.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) One Potential Matter

5. PUBLIC COMMENT

6. INFORMATIONAL REPORTS

6.1 First Time Homebuyer Program Research

Recommendation: Receive an informational update on the First Time Homebuyer Program research, and provide staff with direction on how to proceed. This report includes an overview of the potential options for a program supporting first time homebuyers, a summary of feedback received from bank and credit union staff, existing programs, and potential staffing costs.

7. SPECIAL PRESENTATIONS

7.1 Fresh Approach Community Garden Presentation

Recommendation: Accept the presentation.

8. PUBLIC HEARINGS

8.1 Development Code Text Amendment (ZTA25-002) to amend various Chapters and Sections of Title 18 (Development Code) of the East Palo Alto Municipal Code (continued from 4/21/2026 Council meeting)

Recommendation:

By motion, waive the first reading and introduce an ordinance (Attachment 1) amending the Title 18 (Development Code) of the East Palo Alto Municipal Code to:

1. Repeal, replace and amend various Chapters and Sections of the Development Code regarding site design, architectural standards, definitions, typographical errors, corner lot standards, refueling and service stations, setbacks of multi-family zones, tree removals by government/quasi-government entities, Temporary Use Permits (TUPs), alcohol sales at bonafide eating establishments, Conditional Use Permits (CUPs) for public and private schools, home occupations, and other areas as set forth therein; and
2. Find the proposed Development Code Amendments to be exempt in accordance with CEQA Guidelines Sections 15061(b)(3) (common sense exemption), 15378(b)(5) (Not a Project), and 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of the California Environmental Quality Act (CEQA) Guidelines.

9. POLICY AND ACTION

9.1 Adoption of Legislative Platform and Formalization of Legislative Advocacy and Intergovernmental Relations Program

Recommendation:

1. Adopt a resolution:
    a. Approving the City of East Palo Alto Legislative Platform, which establishes formal policy direction for the City's legislative advocacy efforts at the state and federal levels;
    b. Authorizing the City Manager to take all reasonably necessary actions to implement the Legislative Platform and take advocacy positions on legislation, regulatory matters, and funding opportunities that are consistent with the adopted Platform;
    c. Directing staff to return to the City Council for consideration of legislative matters that fall outside the scope of the adopted Platform or involve significant policy considerations; and
2. Discuss, consider and provide direction on whether to establish a City Council Legislative Committee to support ongoing coordination

and periodic review of legislative matters.

9.2 Discuss Ordering the Submission of a Measure on Term Limits for a Future Municipal Election

Recommendation:

Discuss and consider the following regarding term limits:

1. Determine and select the number of consecutive terms to be established in the proposed term limits measure.
2. Adopt a Resolution:
    1. Ordering the submission of a measure on term limits for the November 3, 2026, General Municipal Election; Setting priorities for filing arguments for or against the ballot measure;
3. Appoint two members to write the argument for and rebuttal against the ballot measure.

9.3 Amendment to City Council Code of Ethics and Conduct – Section 7: City Council Agenda Setting

Recommendation:

Adopt Resolution amending Section 7 of the City Council Code of Ethics and Conduct for Elected and Appointed Officials (Resolution No. 67-2024) to:

1. Clarify the agenda setting process,
2. Confer upon the Mayor, as presiding officer, ultimate decision making authority on agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints,
3. Establish a process for councilmembers to add items to the agenda and rules governing disputes over the same; and
4. Make any other amendments the Council directs from the dais.

10. COUNCIL REPORTS

11. ADJOURNMENT

Upcoming meetings:

Budget Meeting	May 12, 2026	6:00 PM
Regular Meeting	May 19, 2026	6:00 PM
Budget Meeting	May 21, 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: April 24, 2026
AMENDED: April 30, 2026

ATTEST:

James Colin

City Clerk

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

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

SUBJECT: On-Call Contract Awards with CSG Consultants and CSWST2

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate and execute an agreement with CSG Consultants, in a form approved by the City Attorney, in the amount of $150,000 to provide on-call civil engineering services, for a three-year term with the option for a one-year extension;

2. Authorizing the City Manager to award, negotiate and execute an agreement with CSWST2, in a form approved by the City Attorney, in the amount of $150,000 to provide on-call civil engineering services, for a three-year term with the option for a one-year extension; and

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

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Public Health, Safety, and Quality of Life

Background

The Engineering Division of the City of East Palo Alto's Public Works Department oversees the design and implementation of various Capital Improvement Program (CIP) projects, as well as new development projects. In the current FY25/26 CIP, the Engineering Division is managing over twenty-two (22) active capital projects in various phases. In addition to capital projects, Engineering staff reviews all new development projects throughout the City as well. In order to ensure city staff are able deliver projects and services in a timely manner, it is imperative that engineering and technical resources are available.

In an effort to assist with the design and management of various engineering services and projects along with creating efficiencies within the Division, the City Council has previously adopted Resolution 103-2024 approving a pre-qualified list of consulting firms for on-call general engineering services.

Analysis

Public Works staff prepared a request for proposals (RFP) for development review support, civil engineering services, and transportation engineering services and sent it out to its pre-qualified engineering on-call list on February 18, 2026. On March 4, 2026, the City received four proposals. The four proposals were reviewed and ranked by three staff members from the Public Works Department for the various services. The proposals were ranked based on the experience, qualifications, manpower allocation, and proposal quality. Two proposals ranked higher than the others; hence, staff recommends awarding two contracts to the highest-ranking firms, namely, CSG Consultants and CSWST2.

CSG Consultants

CSG Consultants (CSG) has extensive knowledge in development review as well as civil engineering services needed in the Public Works Department. Additionally, CSG has supported the City on various capital improvement projects and has previously performed on-call development services for the City. The company has a well-qualified licensed team that is available to provide the City the services needed in a timely manner.

CSWST2

CSWST2 is currently supporting the City on the University Avenue Grand Corridor Project and the Priority Parks initiative. Additionally, CSWST2 has contracts with various public agencies throughout the Bay Area for services such as development plan review, civil engineering, surveying, and transportation engineering services. CSWST2 has a well-qualified licensed team with technical knowledge.

The scope of each contract will include not be limited to: development review support, development entitlement plan check, engineering plan review, surveying/ mapping review, technical civil engineering services, and transportation engineering services. The work between the firms will be divided equally by issuing task orders to one firm after another until the contract budget is exhausted, or the term of the contract expires.

CSG's proposal is included as Attachment 3, and CSWST2's proposal is included as

Attachment 4.

Fiscal Impact

The funds are available in the FY25-26 Engineering 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 does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.
.

Government Code § 84308

Applicability of Levine Act: No, as the proposed action was competitively bid.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution – Contract with CSG
2. Resolution – Contract with CSWST2
3. CSG's Proposal
4. CSWST2's Proposal

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 A CONTRACT WITH CSG CONSULTANTS, IN A FORM TO BE APPROVED BY THE CITY ATTORNEY, IN THE AMOUNT OF $150,000, TO PROVIDE ON-CALL CIVIL ENGINEERING SERVICES, FOR A THREE-YEAR TERM WITH THE OPTION FOR A ONE-YEAR EXTENSION

WHEREAS, the Engineering Division of the City of East Palo Alto's Public Works Department oversees the design and implementation of various Capital Improvement Program (CIP) projects, as well as new development projects; and

WHEREAS, the Public Works Department requires on-call general engineering services to be able to provide engineering development review as well as engineering services; and

WHEREAS, on October 15th, 2024, the City Council approved a pre-qualified list of consulting firms for on-call general engineering services, via Resolution 103-2024; and

WHEREAS, Public Works staff prepared a request for proposals (RFP) and sent it out to its pre-qualified engineering on-call list on February 18, 2026; and

WHEREAS, on March 4, 2026, the City received four proposals; and

WHEREAS, the four proposals were reviewed by staff members from the Public Works Department based on the various services; and

WHEREAS, City staff reviewed and ranked the proposals, and one of the highest-ranking firms is CSG Consultants; and

WHEREAS, CSG Consultants has extensive knowledge in development review support and in civil engineering services needed in the Public Works Department; and

WHEREAS, staff recommends executing a contract with CSG Consultants for on-call civil engineering service; and

WHEREAS, funds are available in the FY 25/26 Engineering budget.

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

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

2. Authorizes the City Manager to award to, negotiate and execute an agreement with CSG

Consultants, in a form approved by the City Attorney, for $150,000, provide on-call civil engineering services, for a three-year term with the option for a one-year extension; and

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

PASSED AND ADOPTED this 5th day of May 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

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 A CONTRACT WITH CSWST2, IN A FORM TO BE APPROVED BY THE CITY ATTORNEY, IN THE AMOUNT OF $150,000, TO PROVIDE ON-CALL CIVIL ENGINEERING SERVICES, FOR A THREE-YEAR TERM WITH THE OPTION FOR A ONE-YEAR EXTENSION

WHEREAS, the Engineering Division of the City of East Palo Alto's Public Works Department oversees the design and implementation of various Capital Improvement Program (CIP) projects, as well as new development projects; and

WHEREAS, the Public Works Department requires on-call general engineering services to be able to provide engineering development review as well as engineering technical services; and

WHEREAS, on October 15th, 2024, the City Council approved a pre-qualified list of consulting firms for on-call general engineering services, via Resolution 103-2024; and

WHEREAS, Public Works staff prepared a request for proposals (RFP) and sent it out to its pre-qualified engineering on-call list on February 18, 2026; and

WHEREAS, on March 4, 2026, the City received four proposals; and

WHEREAS, the four proposals were reviewed by staff members from the Public Works Department based on the various services; and

WHEREAS, CSWST2 is one of the highest-ranking firms, and staff is recommending awarding a contract; and

WHEREAS, funds are available in the FY 25/26 engineering budget.

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

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

2. Authorizes the City Manager to award to, negotiate and execute an agreement with CSWST2, in a form approved by the City Attorney, for $150,000, provide on-call civil engineering services, for a three-year term with the option with for a one-year extension; and

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

PASSED AND ADOPTED this 5th day of May 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

PROPOSAL TO THE

City of East Palo Alto

On-Call Professional Services

March 4, 2026







550 Pilgrim Drive
Foster City, CA 94404

www.csgengr.com

CSG CONSULTANTS

Employee-Owned

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CSG CONSULTANTS
Employee-Owned

3875 Hopyard Road, Suite 141
Pleasanton, California 94588
Phone: 925.931.0370
Fax: 925.931.0388

www.csgengr.com

March 4, 2026

Ms. Batool Zaro, PE
Senior Engineer
City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303

RE: Statement of Qualifications – On-Call Services

Dear Ms. Zaro,

CSG Consultants, Inc. (CSG) is pleased to submit our Statement of Qualifications for Development Review, City Surveyor, Civil Engineering, and Transportation Engineering services. CSG brings extensive experience in Capital Improvement Program project design, regulatory compliance, project management, and staff augmentation, as well as plan and subdivision map checking. Our team of over 350 professionals includes many former agency staff who understand the pressures and complexities of utility capital programs. ***We are well-positioned to support the City's goals by bringing a successful track record and depth of experience in design of pavement, roadway, bike and pedestrian facilities, storm drain, water, sewer, development review support, mapping review, subdivision assistance, project and program management assistance, and transportation improvements.***

The CSG Team's strengths also include:

- **Experienced Design Experts**: A key strength of CSG is our hands-on approach to on-call services from pavement evaluations and trenchless sewer rehabilitation to storm drain assessments throughout California. This practical experience allows us to quickly gather accurate field information and translate it into clear, actionable recommendations, helping agencies make confident decisions and keep their projects on schedule.

  Our qualifications are further supported by our long-standing partnership with Advanced Mobility Group (AMG), a firm specializing in transportation engineering and design. AMG has successfully executed projects alongside CSG, ensuring efficient coordination, consistent communication, and high-quality technical output for the City.

- **Public Sector Commitment and Local Presence**: ***CSG works exclusively with public agencies.*** This commitment eliminates any conflict of interest and ensures that your priorities remain our sole focus. We are also prepared to scale with your program through flexible staffing and the use of qualified subconsultants when appropriate. CSG has an office in the City of Pleasanton, which will enable the City to access the CSG team.

As President of CSG, I am authorized to enter into a contract with the City. Should you have any questions or need additional information, please contact our Project Manager, Hatem Ahmed, PE, PMP, at 916.492.2275 or hatem@csgengr.com.

Sincerely,

Cyrus Kianpour, PE, PLS, *President*

2 | FIRM PROFILE

CSG is an employee-owned consulting firm with expertise in program and project management, civil and utilities design, construction management, and mapping review. What separates CSG from other consulting firms is that we work exclusively with public agencies. Our staff includes technical experts, including many former public employees with experience in taking projects from inception to closeout. We know what cities are looking for when they execute projects and pay particular attention to efficient and effective designs and the maintainability of our work.

CSG has assembled a team with expertise in Program Management, Engineering Design, and Development Review / Mapping Review, many who have worked with local governments to deliver roadway, water and sewer projects and to implement their CIPs. We are keenly aware of the pressures on public agencies to deliver their CIP on time and within budget, and we intend to work hand-in-hand with East Palo Alto staff to get the job done.

Finally, communication is the key to successful project delivery. CSG staff will be available at all times to discuss progress on delivering the CIP and talk through issues affecting project delivery and costs. We will also be in lockstep with City staff to ensure that project designs comply with all local, state, and federal laws, as well as grant and or loan requirements and reporting.



Who We Are

Name of Firm:
CSG Consultants, Inc.

Point of Contact:
Hatem Ahmed, PE, PMP
Project Manager
916.492.2275 hatem@csgengr.com

Regional Offices:
550 Pilgrim Drive
Foster City, CA 94404

3875 Hopyard Road, Suite 141,
Pleasanton, CA 94588

3150 Almaden Expressway, Suite 255
San Jose, CA 95118

2150 River Plaza Drive, Suite 255
Sacramento, CA 95833

930 Fresno Street
Newman, CA 95360

806 9th Street, Suite 2A
Paso Robles, CA 93446

3240 El Camino Real, Suite 190
Irvine, California 92602

Years in Business:
35 | Founded in 1991

Ownership:
Employee-Owned

Employees:
350+ Company Wide Employees

Type of Business:
California Corporation
Incorporated June 15, 2000
Federal ID: 91-2053749

Summary of On-Call Municipal Clients

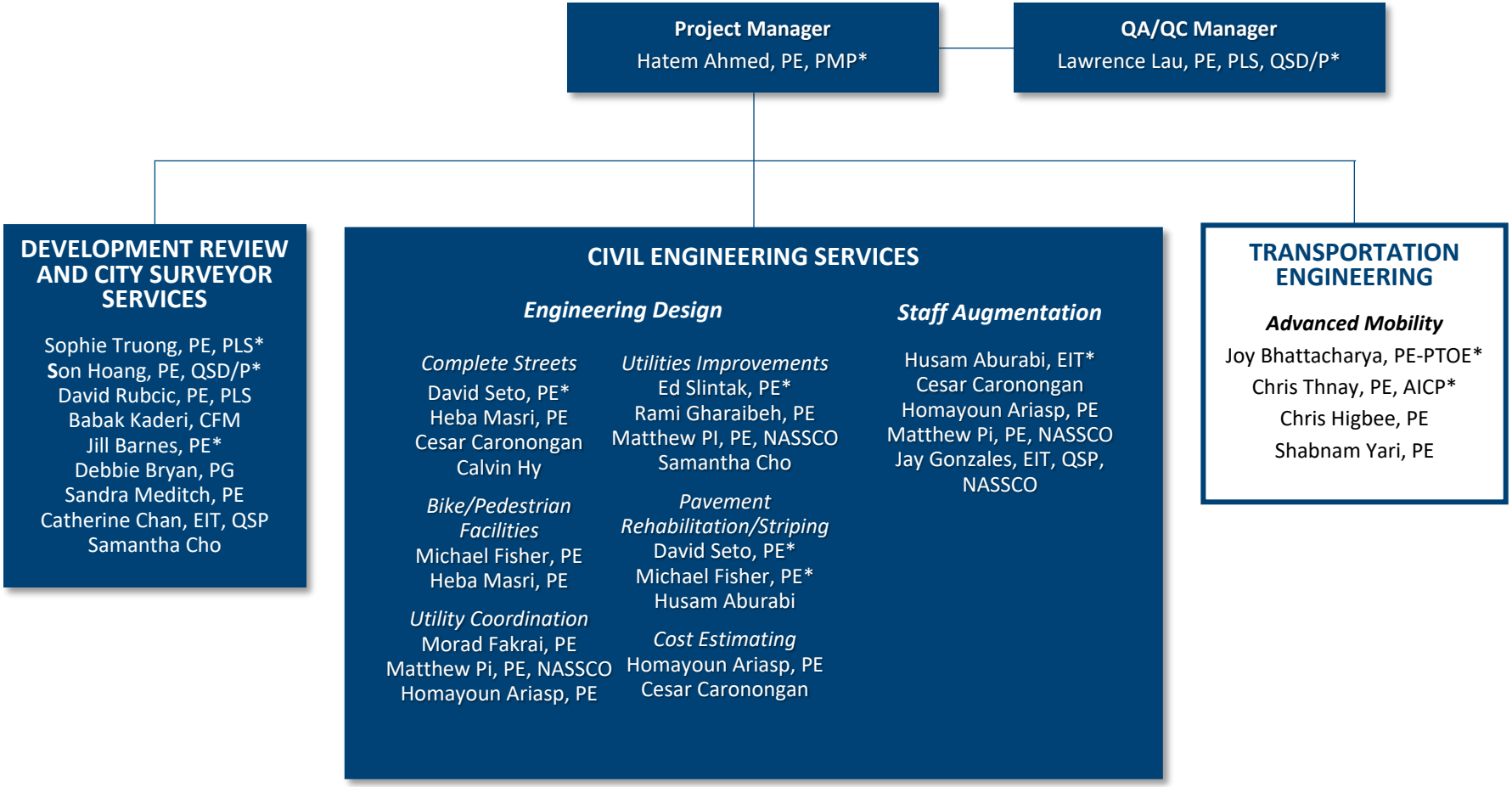
Over the past 35 years, CSG has provided a full spectrum of Consulting and On-Call Services to multiple cities and counties throughout Northern California. This map represents a selection of the municipalities we have served within the last 10 years. Additional information may be provided upon request.



Belmont
Benicia
Branciforte
Burlingame
Calaveras County
Carmel by the Sea
Chico
Citrus Heights
Corte Madera
Cupertino
Dublin
East Palo Alto
El Cerrito
El Dorado County
Foster City
Fremont
Gilroy
Hayward
Indian Wells
Jackson
Los Altos Hills
Los Gatos
Merced
Millbrae
Milpitas
Monterey
Moraga
Morgan Hill
Mountain View
Newark
Oakland
Orinda
Pacifica
Pinole
Redwood City
Richmond
Sacramento
San Bruno
San Juan Capistrano
San Leandro
San Luis Obispo
San Pablo
Santa Clara
Santa Cruz County
South San Francisco
Sunnyvale
Union City
Vallejo
Watsonville
Windsor

Organizational Chart

The following is an organizational chart listing the names and titles of our proposed team members assigned to the project. Key personnel are indicated with an asterisk (*). Resumes of proposed personnel can be found in the following pages.



3 | DEVELOPMENT REVIEW SUPPORT

Plan check and development review services form a large part of CSG's services. CSG has been providing plan review services exclusively to local municipalities since the firm's inception in 1991. Our success in maintaining ongoing relationships with our clients in a highly competitive environment is due to our ability to understand and partner with them to achieve their goals. We understand that our clientele includes not just public agencies but also the development community seeking to process applications through those agencies. We also understand that many development applications are important to public agencies due to the economic or quality of life benefits that those projects bring to the communities.

CSG can provide dedicated plan review engineers with extensive experience in the review of private development and public infrastructure projects at all phases of approvals or permitting. CSG engineers routinely review on-site development plans and off-site and/or infrastructure plans for conformance with adopted City standards, conditions of approval, and accepted industry practice. In addition, they can provide water demand calculations for proposed developments and provide general engineering review and calculations of various impact fees. Although not specifically listed under this category of services, CSG Engineers can also provide the City with assistance in reviewing project proposals for regulatory compliance, including preliminary stormwater treatment plans, and developing conditions of approval.

Development Entitlements | New Applications

In conjunction with other City Departments, CSG routinely conducts engineering reviews of new development applications for various types of projects. We review preliminary on-site and off-site improvements, along with associated technical reports, studies, and supplemental materials submitted by the design professional. These reviews ensure consistency with applicable Local Ordinances, regulatory requirements, and development standards.

As part of our review process, we also evaluate conformance with City standard design criteria, General and Specific Plans, Infrastructure Master Plans, and cross-check submitted designs against supporting documentation such as geotechnical studies, preliminary title reports, and land encumbrance records.

We routinely review the following application types:

- Tentative maps, including SB-330 preliminary and formal applications for completeness and consistency determinations, and condominium subdivisions
- Tentative parcel maps, including SB-9 urban lot splits
- Design review submittals for single-lot residential developments, additions, and accessory dwelling units (ADUs)

CSG also provides the following related services:

- Attend follow-up meetings with Planning staff, the applicant, or others as needed to resolve issues regarding the proposed development
- Preparation of on-site and off-site engineering conditions of approval
- Assistance with drafting or reviewing development agreements
- Coordination with internal City departments and outside agencies to ensure a complete and consistent review process

Landscape Plan Check

CSG Planning and Engineering staff will jointly evaluate proposed landscape and irrigation plans, including water efficiency compliance, consistency with zoning conditions, and interface with public infrastructure.

Planners assess compliance with the Water Efficient Landscape Ordinance by reviewing proposed water budget calculations for qualifying landscape projects. First, Planners review the size of the project and verify if the project must adhere to prescriptive or performance requirements as set out by state law. Next, Planners review the water budget calculations to ensure that the estimated total water usage (ETWU) for the project falls below the maximum allowed water allowance (MAWA) set by state law. This includes reviewing the water usage of individual plants in addition to assessing if plants of similar water usage are grouped together.

Engineering Plan Review | Permits

CSG performs comprehensive engineering reviews for a wide range of development projects, including commercial, industrial, and mixed-use developments; residential subdivisions; and single-family homes.

Our reviews ensure compliance with applicable City codes, design standards, and regulatory requirements. Plans and studies typically reviewed include:

- Rough grading plans
- Grading and drainage plans
- Utility and joint trench plans
- Sewer studies
- Hydrology and hydraulics studies
- Stormwater Management Plans, including required forms, calculations, narratives, and construction details as required by the Regional NPDES Permit
- Operation and Maintenance Agreements for stormwater treatment and detention measures
- Erosion Control Plans
- Stormwater Pollution Prevention Plans (SWPPPs), when required by City staff for projects subject to the State's Construction General Permit (CGP)
- Construction details
- General and project-specific notes
- Engineering bond estimates
- Off-site Improvement Plans, including (but not limited to):
    - Roadway plans and profiles
    - Pavement structural section designs
    - Utility rehabilitation and upgrade designs, including capacity studies
    - Signing and striping plans
    - Traffic signal plans
- Compliance or conformance review with:
    - Entitlement packages, including project conditions of approval
    - City standard design criteria, checklists, details, and specifications
    - City master plans and applicable CEQA mitigation measures
    - Soils reports
    - Preliminary title reports, boundary conditions, easements, and other encumbrances
    - Other supporting reports or studies submitted by the design professional
    - Relevant industry standards and local practices

CSG also provides the following related services:

- Assist with the preparation of subdivision improvement agreements, stormwater treatment measure agreements, landscape maintenance agreements, and staff reports
- Representation at meetings with developers, consultants, and external agencies as requested by City staff
- Assistance with construction permit preparation and issuance

- Engineering support during construction phases
- Support with project closeout and acceptance of public improvements

Mapping Review | City Surveyor

The traditional role of the City Surveyor is to ensure that maps, legal descriptions, and plans prepared for private developments or public projects are ***technically correct***. However, often, the City Surveyor also routinely ensures that the documents are comprehensive of City requirements and completed in accordance with the California Subdivision Map Act and local ordinances and are in substantial conformance with the approved entitlement application (traditionally the functions of the City Engineer). The City Surveyor's functions can vary but typically include evaluating the documents submitted by applicants for completeness, reviewing and providing written comments and 'redlines', and signing final documents/certificates or mylar prints of subdivision maps once approved. When complicated or unusual circumstances arise, the City Surveyor often meets with and advises the City Engineer, the City Attorney, and/or private applicants and their surveyor. On rare occasions, the City Surveyor may also be directed to set street monuments not set by private development surveyors or accidentally removed during public construction projects.

CSG provides technical review of mapping and land transaction documents for a variety of development projects, including commercial, industrial, mixed-use, and residential subdivisions, as well as lot mergers and lot line adjustments. Typical documents reviewed include:

- Final/tract maps
- Parcel maps
- Condominium maps and plans
- Amending maps
- Certificates of correction
- Street dedications
- Legal Descriptions, Plats, and Certificate for the following:
    - Public easement grants
    - Lot line adjustments
    - Lot mergers
    - Certificates of compliance
- In conjunction with each review, CSG performs the following:
- Review for compliance and conformance with the following:
    - Approved Tentative Map (for subdivisions)
    - Conditions of Approval
    - The California Subdivision Map Act
    - The Professional Land Surveyor's Act
    - Title information for the property, including existing easements and any other relevant land encumbrances, based on information contained in a preliminary title report (PTR) and record documents furnished by the applicant (hyperlinked PTR)
    - Survey and miscellaneous information presented on parent record maps and deeds of the subject and adjacent properties
    - Project Improvement Plans and other documents, when conformance review is included in our scope of work.
    - Industry Standards and Local Practice
- Review of closure calculations
- Review, sealing, and signing of final mylars or certificates (as Contract City Surveyor or Technical Reviewer)

- Preparation of staff reports for City Council approval, if required
- Preparation of Lot Line Adjustment and Lot Merger certificates
- Preparation of Certificates of Compliance, including chain of title review and lot legality analysis, and issuance of a supporting technical memorandum, when necessary
- Provide support with complex land division matters, including boundary surveys, title clarifications, and compliance with the Subdivision Map Act, Land Surveyor's Act, and Streets and Highways Code—in collaboration with the City Attorney's Office.

Planning Support

Our Planning team will assist Engineering staff in determining planning and environmental review requirements with support from additional CSG planners and technical staff with review of new or proposed amendments to specific plans, tentative maps, planned development zoning, and other development applications as necessary. CSG's approach to current and long-range planning is to "dig in" and become familiar with the City's General Plan, Zoning Code, other development process resources, ongoing projects, and development trends so that we may best assist the City. Our staff planners perform planning activities, such as (but not limited to):

- Analyzing a project's consistency and compliance with the City's and region's plans, policies, guidelines, and regulations. Our staff is familiar with conducting site plan review, plan checks, and design review; historic review, evaluating Tentative Maps, development permits, conditional use permits, and other permits; and conducting General Plan and zoning amendments
- Reviewing and processing both ministerial and discretionary applications
- Researching, compiling, and analyzing social, economic, environmental, and associated data
- Preparing the necessary long-range planning documents and amendments

Approach to Plan Review

CSG's main function is to serve as an extension of the City. We clearly understand the importance of our role in the success of the City and commit to providing its citizens and business partners—residents, architects, engineers, developers, contractors—as well as City staff, the highest level of service. We believe effective communication and excellent customer service are essential to continuing a successful working relationship between the City, CSG, and the development community.

While most small to medium-scale City development projects are relatively straightforward and can easily follow the approach and steps highlighted below, larger projects will be more complex, elaborate, and would require a custom approach. Our standard process is described below:

- Submittal packages (plans, studies, reports, supporting documentation) are submitted to CSG engineering staff directly via email or through our permit technicians at a general email address.
- After receipt of the submittal package and confirmation of due date, CSG review engineers will perform a cursory review of the submitted documents and will either confirm that the package is complete or notify City staff that the package is missing certain documents. The review is initiated upon receipt of all documents whenever possible, however, at City's discretion, CSG may begin the review while waiting for the missing documents to arrive.
- Once our review is complete, a red-lined set of plans and documents accompanied by a written comment letter summarizing key issues (and in some cases, summarizing the red-line comments in accordance with City's practices) will be returned to City staff. At City's discretion, the reviewed documents may be submitted electronically to the design consultant to expedite the review process.

- CSG is available to meet with the applicant/representative and the City's staff to review comments or to delineate the standards which are not being met, to facilitate timely completion of the review and meeting the maximum goal of **three plan checks**.
- For Development applications subject to the Permit Streamlining Act, and for subdivision applications made under SB 9 and SB 330, CSG will ensure that comments are indisputably objective in nature and include relevant City code sections next to each comment.
- Soils reports will be evaluated, and confirmation of recommendations will be included on the plans.
- Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Review Stormwater Control Plans and associated calculations for conformance to the Municipal Regional Permit (MRP3.0) Provision C.3 and the Contra Costa Clean Water Program's Stormwater C.3 Guidebook for Post-Construction Requirements.
- Optional Review of a SWPPP under the NPDES Construction General Permit will include confirmation of filing Notice of Intent (NOI) and WDID, notation of an "Eligibility for Erosivity Waiver" (for smaller projects and construction timeframe), notation of Risk Level determination (RL1-RL3) based on location and potential threat to water quality, and notation of the proposed schedule for required non-stormwater monitoring. Review of these selected topics does not constitute acceptance, approval, or recommendation of approval on behalf of or to the State.
- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed
- Review and recommend approval of engineering bond estimates and subdivision guarantees.
- Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measure and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

Technology & Resources

CSG utilizes the latest technologies to ensure efficient, accurate, and streamlined land development review processes. Our staff are proficient in advanced digital tools and platforms used across the industry. Recognizing the importance of timely processing, we also offer same-day notary services and overnight shipping for any documents requiring official wet signatures by our team.

We employ the following tools and systems daily:

Online Plan-Check System	• Web-based platform that enables a fully digital internal plan review workflow. • CSG permit technicians actively monitor submissions to confirm receipt and ensure timely turnarounds.
Bluebeam Revu & Bluebeam Studio	• CSG staff use the latest version of Bluebeam Revu for digital plan and map review. • The software's comparison tool is especially valuable during final review stages, allowing review staff to detect unapproved changes between document versions. • Our team also participates in Bluebeam Studio sessions as needed to ensure efficient collaboration with other departments.
ParcelQuest	• CSG uses this web-based tool to access public data—such as owner names, property addresses, parcel numbers (APNs), and APN maps—from the regional Assessor's Office database.

County GIS Systems	• Our staff are experienced in using various County GIS portals to access APN maps, subdivision maps, and survey records, as well as property data such as zoning, flood zones and nearby waterways.
***Zoom* and *Microsoft Teams* platforms**	• Virtual meetings—with screen sharing and real-time collaboration—allow for efficient coordination across departments and stakeholders. • These platforms also help reduce review time and lower overall project delivery costs through streamlined communication.
OneDrive File Sharing	• Enables direct download of large files via shared link—no login required by the recipient.
Notary Services	• CSG provides in-house complimentary notary services for certificates and other documents requiring notarization by staff acting in an official City Surveyor or City Engineer capacity.
Shipping Services	• CSG provides complimentary overnight shipping for signed mylars and other official documents requiring original signatures by CSG personnel.

Staffing

- All plan reviews will be conducted by a licensed State of California civil engineer or under the supervision of a licensed State of California civil engineer.
- Each plan review is assigned to a plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent reviews for the project. It is the goal of CSG to provide, where practical, a cradle-to-grave approach for project review, where a review team is assigned to the project from entitlement through plan review and construction to closeout and acceptance.
- Provide specialized qualified licensed engineers to assist in any structural, soil and geotechnical reviews, for any of the assigned projects.
- Map checking will be overseen by licensed professional land surveyors or by professional engineers licensed to practice land surveying in the State of California.
- The review team will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00 AM through 5:00 PM. Web conferences, fax, and conference calls are optional forms of communications between Consultant and City staff.

Typical Turnaround Times

The turnaround times listed below are typical but may be expedited on a case-by-case basis, subject to staff availability.

TYPE	TIME FRAME
Pre-application entitlement review	*Review application material in advance of requested meetings; complete formal comments and submit to Planning within two weeks of meeting*
Review Tentative Map Application or Other Entitlement Package	*Fifteen (15) working days of notice of submittal by the City*
Prepare Conditions of Approval	*Prepare within one week of request by Planning, or within reasonable shorter time frame if needed to meet hearing date*
Complete Improvement Plan Check (1st Check)	*Fifteen (15) working days of notice of submittal by the City*
Complete Subsequent Improvement Plan Check (as Needed)	*Ten (10) working days of notice of submittal by the City*

Prepare fee estimate, review bond estimate, or prepare permit	*Ten (10) working days of request*
Miscellaneous Assignments	*Dependent on scope; typically between five (5) and ten (10) working days*

**Turnaround time is initiated upon receipt of a complete submittal package*

Quality Assurance/Quality Control



CSG's in-house Quality Assurance/Quality Control (QA/QC) program utilizes a peer review process with multi-level internal project checking. As highlighted in the organizational chart for this project, we have selected a highly qualified individual, with over 25 years of experience, to ensure that each submittal from our team will be at a high standard of quality and according to the City and all required agency standards and specifications. CSG proposes **Sophie Truong, PE, PLS,** as the dedicated QA/QC Manager for land development review overseeing all the work elements performed by CSG. She will be responsible for the following:

- Establishing guidelines and assigning specifically accountable personnel and responsibilities for each task
- Ensuring that all deliverables are reviewed, including products from subconsultants
- Monitoring the process to ensure that the schedule and budget are followed

Relevant Experience

VARIOUS DEVELOPMENTS | City of East Palo Alto, CA

CSG is currently under contract with the City of East Palo Alto to provide entitlement review and plans review for four developments within the City. These developments are:

- **East Palo Alto Arts Center** (entitlement and plan review are complete; under construction).
- **The Primary School**, 1200 Weeks Street (entitlement review in-progress)
- **Sobrato II** (University Plaza II) (entitlement in-progress)
- **2020 Bay Road Office Park** (entitlement in-progress)

GOOGLE CHARLESTON EAST EXPANSION | City of Mountain View, CA

An addition to Google's existing Mountain View campus, this project consists of a 595,000 sf, two-story office building, including underground parking. It also includes construction of a new public street (Joaquin Road) and reconstruction of frontage improvements and traffic signal improvements along Charleston Road, North Shoreline Boulevard, and Amphitheatre Parkway. The project includes construction of Class IV bicycle paths (cycle tracks) on all four frontages, providing two-way exclusive bicycle paths separated from parallel sidewalks. The three tiers of traffic (auto, bicycle, and pedestrian) created challenging approaches to controlling traffic at intersections. CSG provided plan review for on-site grading and site improvements, plan review for off-site public right-of-way improvements, including the cycle tracks, traffic signal modifications, and stormwater treatment measures, and review of plats and legal descriptions for right-of-way and easement dedications.

50 LOS GATOS – SARATOGA ROAD – LOS GATOS LODGE | City of Rohnert Park, CA



CSG is currently providing development review services for the redevelopment of the 8.8 acre former Los Gatos Lodge site adjacent to the Los Gatos Creek watershed. The project, an SB-330 project, proposes to construct a 155-unit townhome style condominium community. CSG's review includes all on-site and off-site improvement plans, calculations and support documents for issuance of construction permits and stormwater compliance with the requirements of the Regional Small MS4 (Phase II) NPDES permit. CSG is also assisting the City with SWPPP peer review, reviews of the Landscape Maintenance Agreement, Stormwater Operation and Maintenance Agreement, Subdivision Improvement Agreement and relevant CC&Rs for the project.

VARIOUS LAND DEVELOPMENT SERVICES | City of Mountain House, CA



CSG is currently providing comprehensive land development review services to the City of Mountain House. CSG helps ensure that all required grading and off-site civil improvements comply with local and state requirements.

Review of off-site improvements include but are not limited to the design of City owned and operated utility infrastructure such as storm drain, sanitary sewer, water facilities, joint trench and street lighting, public and private street and roadway grading and drainage review, and review of signage and striping plans. CSG also provides the City with proposed landscape and irrigation review of plans, details and specifications. Landscape Plan review includes water efficiency compliance, consistency with zoning conditions and consistency with adjacent public infrastructure. Additionally, CSG assists the City with reviewing Final Tract Maps for consistency against approved tentative maps, conditions of approval, and proposed improvements for the various developments within the City.

4 | CIVIL ENGINEERING SERVICES

Project Management Approach

Below is CSG's typical approach in managing projects once CSG is authorized to perform the requested on-call tasks.

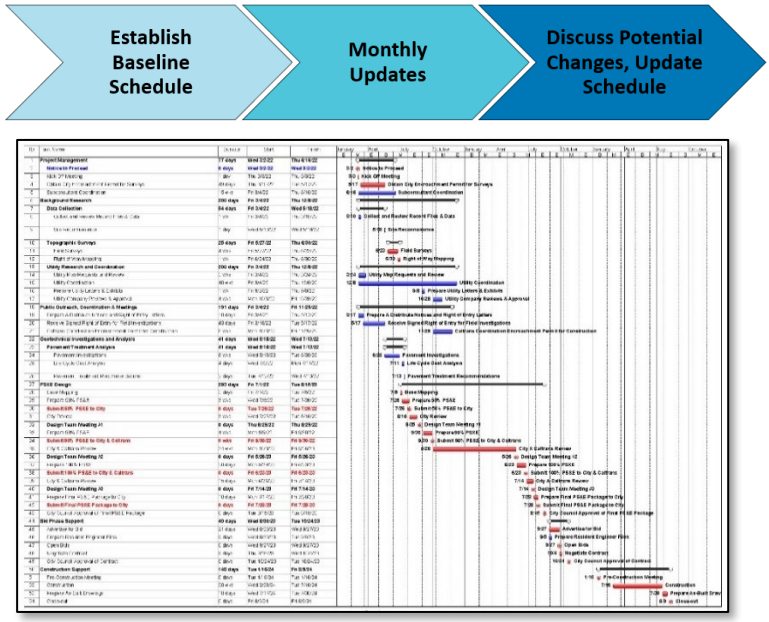
Project Management Plan

CSG will implement a project management plan including all project elements establishing the project scope of work, budget, schedule, and design standards to allow for solid traceability and accountability for any changes or variances from the project baseline components. In addition, our team will identify any potential variances early in the project phase to allow for the development of an alternative approach to prevent potential schedule or cost slippages. We intend to do this by offering real-time data to the City through our daily contact with the City's Project Manager and weekly project meetings.

Scope/Control Management

Scope control occurs with the development of a well written scope of work as defined by the City. As changes are identified, a change request process will be followed, encompassing the cost and schedule impact of each potential change, as well as the additional scope description. Potential changes will be included in a Monthly Report that will be discussed weekly with the City. As changes are approved or rejected, the appropriate revisions will be made to the Scope of Work, and the schedule/cost baseline will be revised and resubmitted for approval by the City.

PROJECT SCHEDULING CONTROL



Schedule Management

A baseline schedule will be developed and submitted for approval by the City for the selected projects. CSG will use the built-in Microsoft Project tools to ensure that only contractually required dates are constrained and out-of-sequence activities are not present. Once changes are approved, the schedule will be updated and finalized.

Budget/Cost Management

As project estimates become finalized, they will be included in the project budget and loaded into the project costs. Once a project change is approved, it will be tied to a change order, and the schedule and budget will be revised accordingly. All baseline revisions and change orders will be tracked and documented.

Quality Management

A Project Quality Management Plan will be drafted and submitted as part of the QA/QC Implementation Plan that will include the review requirements for design work and the QA/QC process during construction. This will be inclusive of all process and testing requirements and the contractor's ability to follow its process and ensure successful testing of the installed work.

Subconsultant Management and Stakeholder Coordination

As a multi-disciplinary engineering project, we understand that solid team building and cooperation are required for the successful completion of this project. This project will require integration and coordination of various subconsultants into a larger construction contract. To ensure effective teamwork, our team will hold regular meetings with the City, utility companies, residents, and businesses to confirm project goals and objectives. A clear understanding of each person's role in the project is essential and will be communicated to each team member. This approach allows each team member to properly allocate his/her resources and make the necessary commitments to the project.

Staff Augmentation

Staffing fluctuations and temporary vacancies can often disrupt an agency's ability to provide core services. CSG offers full and part-time help on short notice. Our staff integrate seamlessly into agencies and jurisdictions as an extension of staff to overcome temporary workload spikes; run an entire program; or assume responsibility for an entire public works, building or engineering division. Typical staff augmentation design coordination and administration duties include:

- Performing initial design assessments, alternatives analysis, and utility conflict analysis and services in support of preliminary design.
- Preparation of Request for Proposals (RFPs), defining projects' design intent, defining scope of work.
- Management of municipal public works projects from the preliminary design stages through project completion and acceptance, including meeting attendance, preparation of minutes, performing plan checking, preparing and reviewing specifications and contract documents, coordination with project stakeholders and outside agencies, performing constructability reviews, managing the bidding and award process, and providing design support during project construction.
- Reviewing and approving infrastructure projects associated with development activity.
- Providing City Council or Commission support through development of staff reports, exhibits, drawings, and presentation materials.

Civil Design Approach

Roadway/Complete Streets

CSG has designed hundreds of roadways and complete street improvements projects for public agencies throughout California. Each of these improvement projects has had its own set of challenges, which include but are not limited to existing physical constraints, jurisdictional restrictions, community opposition, and budgetary limitations. CSG will identify and understand these challenges based on discussions with the City, project stakeholders, and the community. We propose design concepts in compliance with the latest City's Standards and design requirements, Caltrans Highway Design Manual, California Highway Capacity Manual, AASHTO's Policy on Geometric Design of Highways and Streets, National Association of City Transportation Officials' Urban Street Design Guide, and FHWA Transportation Research Board's National Cooperative Highway Research Program (NCHRP).

ADA Compliance

CSG has a history of working with municipalities in upgrading their assets to comply with ADA guidelines. Upon an award of contract, CSG will schedule a kickoff meeting with the City to clearly identify and prioritize recommended ADA improvements, and mutually agree upon standards, guidelines, and expectations. Below are some of the ADA elements that CSG applies to projects:

- Curb Ramp Design
- Sidewalk Design
- Detectable Warning Surface Requirements
- Accessible Parking Design

Signing and Striping

Consideration will be given to include crosswalk markings, yield lines, and appropriate signage at key intersections, particularly adjacent to schools to enhance visibility and increase pedestrian safety. On a typical roadway improvement project, the stop bar, stop legend, stop sign, and crosswalk marking may require addition and relocation, depending on the pedestrian path of travel alignment between curb ramps. The use of pedestrian awareness equipment, such as in-road-warning-lights, flashing beacons, LED enhanced flashing signage, pedestrian countdown signals, street lighting, should be considered to increase the visibility, safety, and awareness of pedestrians.

Sidewalks/Pedestrian Improvements

CSG has completed many pedestrian accessibility projects throughout the State of California. CSG staff include CASp certified personnel, in addition to ADA designers and construction inspectors.

Bicycle Improvements

CSG has completed numerous bicycle and trail projects throughout the State of California. CSG staff have extensive experience designing class 1, 2, 3, and 4. CSG engineers are familiar with all the current bicycle standards, Caltrans standards, ADA and pedestrian standards, CA MUTCD AASHTO Guide for the Development of Bicycle Facilities, NACTO's Urban Bikeway Design Guide, and ITE's Recommended Design Guideline to Accommodate Pedestrian and Bicycles at Interchange.



Traffic Design

The initial step for any project involving traffic design will be to meet with the City's staff, including Caltrans, if applicable, to fully understand the existing conditions, including any constraints or operational problems at the project site. This meeting will be augmented by review of available as-built plans, traffic flow data and field investigations to make measurements, document present equipment and observe traffic flows to confirm the data gathered from other sources.

Stormwater Improvements

For any activity that requires drainage, CSG will provide drainage design concepts that identify approaches to address the drainage components of the project. Each drainage design concept may be associated with a project alternative. The project design concepts will be evaluated against each other by preparing a matrix weighing, but not limited to, the following factors: pros, cons, risks, and preliminary costs. This task will also include researching applicable as-built drawings from the City and impacted stakeholders to determine potential utility conflicts and challenges. Preliminary hydrology (cubic feet per second of runoff per acre) and hydraulic calculations (normal depth calculations) will be

prepared in accordance with the San Mateo County Drainage Manual (and other related requirements) and will be sufficient to justify conclusions for each design concept. One drainage design concept will be recommended for final design. This information will be summarized in a "Concept Drainage Evaluation Technical Memorandum," and submitted to the City for review and approval. Once approved, the recommended drainage design concept will serve as the basis for final design (PS&E).

Green Infrastructure

If applicable, CSG will determine the feasibility of incorporating Green Infrastructure within the project limits. Project elements which may offer opportunities for green infrastructure include the curb extension areas or landscape strips.

Landscaping

The primary goal with roadway landscaping is to integrate the transportation facility with its setting, creating a visually pleasing travel experience for all who live, work, and travel in the City. CSG has experience in the aesthetic and functional design of public landscape and irrigation projects, including roadways, median parkways, plazas, and pedestrian links. We can work with the City to identify and resolve critical issues commonly encountered and develop landscaping solutions such as standalone projects, or as a component of a larger roadway or highway project.



Utility Research

It is necessary to identify all potentially conflicting utilities throughout the project limits in the early phases of design. CSG's primary goal will be to avoid interference with existing infrastructure; however, where conflicts cannot be avoided, team engineers will identify the need for their relocation. For projects in public rights-of-way, CSG may use the USA locator service, the expertise of a professional underground utility locator, or contact individual utility companies, as needed. Potholing critical utilities may be required.

Hydraulic Analyses

CSG will perform the necessary hydraulic calculations and/or modeling to accurately size pipes, pumps, and other project components as necessary. CSG may utilize any existing hydraulic models to refine designs and analyze alternatives. City's design standards will be used when appropriate, methods, materials and hydraulic structures will be recommended.

Design Plans and Specifications

CSG typically prepares construction documents with submittals of plans and specifications at the 35%, 65%, 95% and final stages of design. These submittals are intended for review and comment by the City. After each submittal CSG will meet with the City staff to review and discuss the submittal. Comments, changes and requests by the City will be integrated in the subsequent submittals. Plans will be produced using AutoCAD and will be submitted to the City in both electronic and hard-copy format. Depending on the City's preference, technical specifications can be provided as a camera-ready document or in a variety of electronic formats.

Bidding and Construction Administration

CSG is prepared to provide consultation to the City during the bidding and construction phases of the project. Construction support may include attendance at the pre-construction meetings, reviewing and responding to requests for information (RFIs), assisting with questions regarding interpretation of drawings, specifications, and reports, shop drawings and product submittal review, attendance at

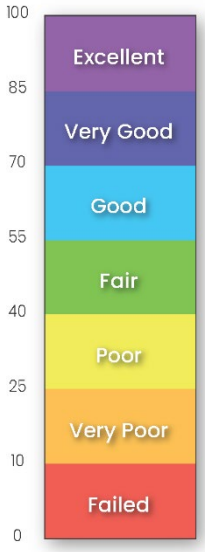
construction meetings and site visits as requested by the City, and processing construction change orders as required. At the City's request, CSG will involve the firm's construction management personnel for assistance and guidance. Our team can provide construction management, inspection, observation, and materials testing can also be provided upon request via subconsultant.

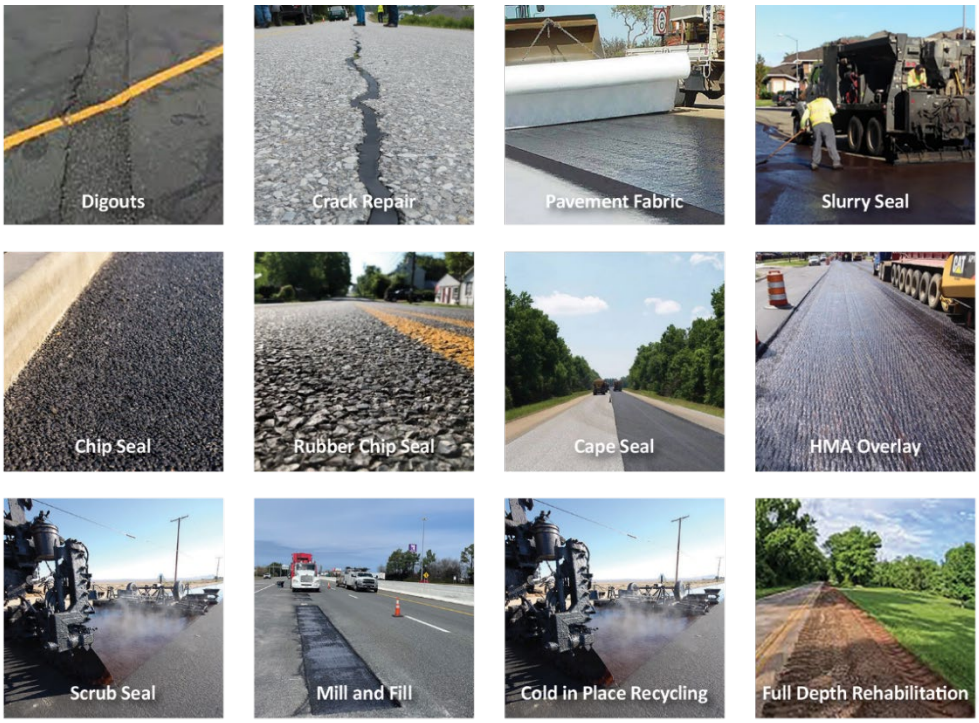
Record Drawings and Project Close-Out

CSG plans to assist the City with closing out the Construction Contract. Once the project is complete, our engineers will provide the City with record drawings showing the as-built conditions. The record drawings will be produced from marked up plans maintained by the contractor in conformance with project specifications.

Pavement Rehabilitation Design Approach

CSG has a thorough understanding of the steps involved with pavement rehabilitation projects. A summary of this process can be found in the table below. For Pavement Rehabilitation Projects, a detailed scope of work, budget, and schedule incorporating these steps will be prepared by CSG for review and approval by the City. Shown at right, the Pavement Condition Index (PCI) Distress Identification Manual for Flexible Pavements by Metropolitan Transportation Commission (MTC) will be utilized when assessing pavement condition. The evaluation of pavement distresses is a key factor in determining the most suitable treatment option. Before starting work, CSG will meet with the City to go over all the design criteria, such as how to identify base failures, and evaluation procedures. An experienced CSG team member will perform the pavement assessment and CSG will ensure alignment with the City before moving forward with the selected rehabilitation methodology.





CSG is familiar with several methods of pavement maintenance and rehabilitation and will identify the most feasible pavement rehabilitation method that meet your needs and budget.

Upon completion of the geotechnical coring and deflection testing investigations, if needed, CSG will prepare a **Pavement Design Report** identifying the analysis procedures and tests used for the investigations, a description and limitations of any pavement rehabilitation materials listed in the recommendations, two or more pavement rehabilitation design alternatives, the raw test data, exhibits identifying location of pavement cores taken, photos taken during the investigations, and an economic analysis of the rehabilitation alternatives based on CSG's previously designed and constructed pavement project unit costs.

The following are 10 key design elements to be considered and evaluated:

1. Pavement Management Understanding

Our staff is experienced in all areas of pavement management, including:

- Distress Survey
- PCI Ratings
- Grant Administration
- Establishing Digout Limits
- Preparation of PS&E
- Providing Budget Analysis
- Providing Budget Recommendations
- Resident Engineer & Inspector Services
- Adherence with Local Assistance Procedures
- Project Closeout

2. Selection of Roadway Treatments and Materials

We have evaluated and provided oversight for a variety of street rehabilitation strategies, such as:

- Crack sealing and repair
- Base repair patch digouts
- Cape, chip, scrub, fog seals
- Slurry Seal & micro-surfacing
- Rubberized chip seals
- Hot Mix Asphalt (HMA) paving
- Rubberized HMA (RHMA) paving
- Pavement fabric or mat
- Mill and fills
- Cold-in-place recycling (CIR)
- Full-depth-recycling/reclamation (FDR)
- Street reconstruction

3. Importance of Utility Coordination

Good coordination and communication with utility companies provides a better understanding of the project:

- Obtaining maps quickly to identify any potential conflicts
- New storm drain inlets and laterals will require knowledge of the existing utility alignments to prevent any horizontal or vertical alignment conflicts
- Certain utility agencies (PG&E, AT&T, Cal Water, Comcast) often adjust their own facilities
- Selection of pavement treatment, especially for full reconstructions with excavations deeper than 12-inches, may require additional utility coordination, relocation, and design
- Coordinating with utility companies to prevent utility trenching after the street has been resurfaced

4. Understanding Storm Drainage

Different types of storm drainage scope considerations to be assessed during street reconstruction project:

- Maintaining flow line slopes across new curb ramps
- Identifying reconstruction of curbs and gutters that are damaged or disruptive to existing storm drainage flows
- Identifying locations requiring new storm drain inlets and laterals to connect to the existing system; plus, determining if potholing is required to confirm utility clearances
  Identifying the need for new manholes or determining the constructability of connecting to existing manholes

5. Knowledge of Complete Street Policies

CSG is knowledgeable in "complete street" design. When required and feasible, our design approach takes into consideration these users:

- Vehicles
- Pedestrians
- Bicyclists
- Green infrastructure
- Transit
- Accessibility
- Safety
- Value Engineering

6. Compliance with ADA Guidelines

During design, CSG pays close attention to compliance with ADA guidelines, especially for:

- Curb Ramps
- Crosswalks
- Sidewalks
- Driveways
- Clear Widths
- Longitudinal and Cross Slopes

7. Residents, Businesses and Facility Considerations

During development of specifications, CSG works with the City to determine considerations for residents, businesses and facilities, such as:

- Notifications prior to construction
- Providing access during construction
- Limited disruption duration

8. Electrical Improvement

Existing signal loops must be replaced if the pavement is altered. Existing pedestrians push button relocation or upgrade as necessary to comply with ADA requirements. CSG will perform the following:

- Review signal as-built for existing loop locations
- Design signal loops per city standard
- Evaluate existing pedestrian push button height and location
- Upgrade to Accessible Pedestrian Signals (APS)

9. Green Infrastructure

The Municipal Reginal Stormwater Permit (MRP 3.0) has new C.3 requirements for pavement rehabilitation projects that have work consist of removing or replacing asphalt or concrete to top of base course or lower that exceed one (1) acre area, to provide low impact development (LID) treatment for stormwater. CSG will prepare exhibits to identify the potential green infrastructure location and the supporting calculations, including imperious areas added or replaced, drainage management area and the minimum required stormwater treatment area based on the 4% rule.

- Detention Basin
- Bio-retention
- Rain garden
- Vegetated swale

10. Value Engineering

CSG understood the importance of reducing project costs and longer-term maintenance costs, the following list can be considered for value engineering:

- Providing alternative pavement rehabilitation and reconstruction options
- Use cost data from similar projects to achieve accurate project cost
- Constructability review by experienced staff

Relevant Experience

MISSION ROAD BIKE & PEDESTRIAN SAFETY IMPROVEMENTS PROJECT | Town of Colma, CA





This project was federally funded through the OBAG and required CSG to coordinate with Caltrans Local Assistance Procedure Manual, obtain E-76 approvals, and comply with technical memos. Mission Road is a two-lane minor arterial connecting El Camino Real intersection to the north and Lawndale Boulevard to the south. A variety of residential, institutional and commercial developments are located along Mission Road, including Mercy Housing Veteran's Village, a transit oriented residential community, El Camino Real High School, cemeteries, RV and mobile home park and auto repair shops. The Project involves implementation of a number of safety related improvements for the pedestrians, bicyclists and vehicles along Mission Road between El Camino Real and Lawndale Boulevard. The anticipated improvements include relocation and reconstruction of the existing curb, gutter, sidewalk and non-ADA compliant ramps and driveway approaches, addition of new sidewalk to provide continuous safe and accessible pedestrian route, extension of Class II bicycle lanes on northbound direction, construction of bulbouts and high visibility crosswalks with pedestrian flashing beacons, installation of energy efficient street lights, and construction of landscape planters for drainage and stormwater treatment purposes. These improvements will address the safety concerns expressed by the community and improve the accessibility of the pedestrian and bicycle facilities in compliance with San Mateo County Comprehensive Bicycle and Pedestrian Plan and Town of Colma's Circulation Plan which consists of Complete Streets and Green Infrastructure Policies.

MARIN AVENUE PAVEMENT AND CURB REHABILITATION | City of Albany, CA



CSG was selected to perform the review, evaluation, and recommendation of pavement rehabilitation treatment alternatives along Marin Avenue and other eleven collector and local roads for the City. The project scope included assessment of existing site conditions, selection of pavement treatment types, repair of base failures, crack sealing, pavement patch and leveling, preservation of existing survey monuments, reconstruction of curb ramps to meet ADA requirements, repair of failed curb, gutter and sidewalk, reinstallation of new bike lanes and traffic signal detector loops, pavement markings and striping, and adjustment of existing utilities to pavement finished grade. CSG prepared conceptual layouts, plans, specifications, and cost estimates for the proposed improvements. CSG also attended a workshop to present the findings from the field investigations and establish guiding principles for curb ramp design, pavement treatments and modifications to existing striping and signage.

BURLINGAME STATION PEDESTRIAN IMPROVEMENTS | City of Burlingame, CA



CSG worked with City staff to improve pedestrian accessibility and connectivity, implement traffic calming features, and implement community enhancements including green infrastructure and parking enhancements while preserving a large heritage Oaktree. CSG evaluated field conditions, as well as previous neighborhood studies and community input to come up with a staff-preferred alternative and present it to the community. CSG developed a presentation to highlight project goals and benefits. The final project will install sidewalks, landscaped areas, and green infrastructure, modify parking areas; install high visibility crosswalks and a raised crosswalk with shorter cross distances; and "squared up" intersections with slower traffic speeds and improved vehicle circulation. The final project will be significantly improved for all modes of transportation, but especially for pedestrians.

STAFF AUGMENTATION | Town of Hillsborough, CA



CSG currently provides the Town of Hillsborough Public Works Department with staff augmentation to assist with program/project management services, in addition to the CIP design and construction management services provided since 2011. CSG personnel coordinated with the Town's Public Works Department, operations, maintenance, Building and Planning Department, and administrative staff in order to perform management and coordination services for the Town's streets and utility systems.

STAFF AUGMENTATION AND CIP MANAGEMENT| City of San Bruno, CA

CSG provided project and construction management services for the City for capital improvement projects such as the Avenues 3-1 Sewer and Water Replacement Project. CSG acted as an extension of the City's Public Works Department staff managing the Project, communicating with the City staff, contractor, design consultant, and stakeholders.

Responsibilities included:

- acting as the extension of the City's staff during the project construction and close out phases,
- reviewing and approving contractor's schedule, submittals and monthly progress payments,
- reviewing and responding to/coordinate responses to RFIs and submittals by contractor,
- attending field meetings and leading weekly construction meetings with City staff, and contractor,
- monitoring contractor's performance and coordinating daily inspection with City staff,
- preparing and negotiating construction change orders with contractor for City's approval.

5 | TRANSPORTATION ENGINEERING SERVICES

CSG has partnered with Advanced Mobility Group (AMG) to provide Transportation Engineering Services. AMG has prepared and reviewed several multimodal plans, ITS Master Plans, systems engineering, Traffic Safety studies, traffic signal warrants, parking studies, parking data, curb management, and development review. AMG's transportation team has completed many traffic studies for environmental documents for several cities in San Mateo County (Belmont, Palo Alto, Menlo Park, San Mateo) Santa Clara County, Alameda County and Contra Costa County. Their traffic study experts understand the importance of proactive modeling to determine potential impact in traffic circulation to the surrounding area due to the change in land use conditions. They have assisted planners in both the public and private sectors in making major land use and other development decisions, to determine the impact of a new development on the surrounding transportation system, and to develop mitigation measures that will help to lessen or eliminate any negative impacts. AMG is fully aware and up to speed of the changing methodologies in assessing impact and the need for creativity in developing Transportation Demand Management (TDM) measures to make direct and effective mitigation to the network surrounding the development.

Conduct Traffic Impact Studies for New Developments and Redevelopment Projects

The key to successful development review is a full understanding of the development review norm of the City. The timely review requires local knowledge and regional and state regulatory awareness, especially with larger projects. AMG's approach to development reviews remains flexible to provide maximum benefit to city staff. Given their experience in this task, they would help develop checklists for items to be reviewed and shared with developers, develop traffic impact analysis guidelines, coordinate with internal and external review teams to streamline the process and make it more transparent to reviewers and developers as well.

Perform Traffic Signal Warrant Analyses, Intersection Capacity Analyses and Corridor Studies

To ensure effective traffic signal warrant analyses, intersection capacity analyses, and corridor studies, it is crucial to follow best practices in data collection, analytical methodologies, and industry standards. For traffic signal warrant analyses, data collection involves gathering traffic volumes, crash data, and geometric data. The analysis uses criteria from the California Manual on Uniform Traffic Control Devices (CAMUTCD) and software tools like Synchro or HCS. Documentation includes a warrant justification report detailing the analysis, findings, and recommendations.

Intersection capacity analyses focus on evaluating the operational efficiency of intersections. Data collection includes turning movement counts, signal timings, and geometric layouts. The analysis uses methodologies from the Highway Capacity Manual (HCM) and simulation models like VISSIM, Synchro, or SIDRA to determine Level of Service (LOS), delays, and queue lengths. Recommendations may include geometric improvements, optimized signal timings, and alternative control measures. Calibration with field conditions and stakeholder engagement are essential for accuracy and prioritization.

Corridor studies analyze traffic flow, safety, and operational performance along transportation corridors. Data collection involves continuous traffic volume and speed data, crash reports, and geometric features. The analysis examines traffic flow characteristics, safety, and operational performance using tools like Synchro, HCS, and VISSIM. Recommendations include short-term and long-term improvement strategies, such as roadway widening, access management, and signal coordination. Geographic Information Systems (GIS) are used for spatial analysis, and community engagement is vital for gathering input and support for proposed improvements.

Relevant Experience

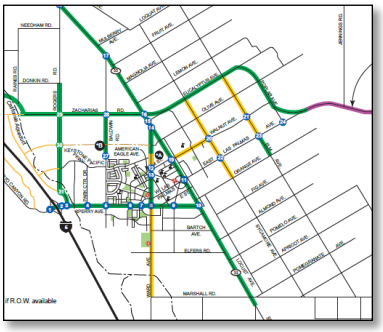
ON-CALL TRANSPORTATION PLANNING AND ENGINEERING SERVICES | City of Belmont, CA

Christopher Thnay and the AMG team members are currently providing on-call transportation engineering services to the City of Belmont. Activities include, but are not limited to, planning and traffic impact analysis (TIA) and traffic operations analysis, signal timing and design; Complete Streets and bicycle and pedestrian policy, design elements, and implementation; grant application support; safety and parking studies; and ITS. As project manager, Christopher Thnay conducted a Peer Review of Traffic Impact Analysis (TIA) as well as completed various projects including:

- Review of 800 Laurel TIA - Hill Street Townhomes, El Camino Real TIA - Belmont Affordable Housing Development, 800 Belmont TIA - Belmont/Rousseau
- Conducted RRFB Pedestrian Safety Study
- Conducted engineering traffic survey
- Estimated fair share of infrastructure improvements
- Conducted PS&E Design
- Traffic Signal and Roadway Safety Improvements
- Safety roadway improvements
- Implemented Bicycle and Pedestrian Improvements

ON-CALL TRANSPORTATION PLANNING AND ENGINEERING SERVICES | City of Patterson, CA

AMG has been providing on-call services since 2010 and recently assisted in preparing a Transportation Infrastructure Master Plan (TIMP) which will provide a long-term guide for the City plan for future growth. The project included utilizing the StanCOG model to develop 2040 forecasts and determine traffic impact on future roadways, including intersection safety analysis and development of 30% conceptual plan line drawings. AMG staff also provided the following on-call traffic engineering services:



- Prepared roundabout PS&E design and documents for the E-76
- Coordinated with Caltrans
- Assisted review of I-5/Sperry Avenue PAED
- Used StanCOG model
- Determine roadway expansion requirements
- Estimate cost fair share
- Developed pedestrian safety analysis and RRFB design
- Implemented Bicycle and Pedestrian Improvements
- Prepared traffic element for General Plan update
- Prepared improvement triggering analysis
- Prepared successful grant applications - CMAQ, HSIP Funding
- Prepared various traffic study for EIRs
- Developed traffic signal management, design, construction, and signal timing
- Prepared traffic analysis including peer reviews
- Prepared engineering traffic survey
- Completed TIF fee
- Presentations at Council meetings

ON-CALL TRANSPORTATION PLANNING AND ENGINEERING SERVICES | City of Patterson, CA

AMG team members are currently providing on-call transportation engineering and staff augmentation services to the City of Concord. Joy Bhattacharya is the project manager on this contract. Activities include, but are not limited to, the following:



- Grant Application: Assisting the City with preparation of grant applications related to TFCA, ATP, HSIP, Safe Routes to School, etc.
- Traffic Impact Study Review: Preparing and overseeing traffic impact studies, reviewing development applications and interagency coordination.
- Transportation Planning: Complete Streets, pedestrian, and bicycle planning and design.
- Signal Timing/SCATS & Traffic Operations: AMG staff is assisting with the development of signal timing plans, including the signal operations updates for the City, which operates on ATMS.now. AMG is also acting as liaison between Western Pacific Signals and the City to resolve any issues with the signal timing system. Assisted signal communications upgrade.
- General Engineering, including safety analysis and SWITRS analysis.

Appendix

Team Resumes



CSG CONSULTANTS

Employee-Owned

Hatem **Ahmed** PE, PMP

Senior Principal Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 46995

Professional Project Manager
State of California | 195197

EDUCATION

Master of Science,
Structural Engineering,
Washington University
| St. Louis, MO

Bachelor of Science,
Civil Engineering,
Washington University
| St. Louis, MO

Project Management Certificate
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

American Public Works Association

South Bay Transportation Officials Association

Project Management Institute

Mr. Ahmed began his career as a Transportation Engineer and Resident Engineer/Structural Representative with the California Department of Transportation (Caltrans) Districts 4 and 59. Since then, Mr. Ahmed amassed over 35 years of diverse experience in the transportation field, including planning and budgeting, design management, agency and stakeholder coordination, program management, and construction management. His vast experience ranges from delivering small projects to complex programs, valued at over $1 billion.

Prior to joining CSG, Mr. Ahmed served as the California High-Speed Rail (CAHSR) Program Oversight Project Manager for 400 miles of rail system in Northern California and the Central Valley. He also served as the Deputy Program Manager/Engineering Manager for the Santa Clara Valley Transportation Authority Highway Program, in charge of managing the design and construction of $800 million transportation improvements. Additionally, he was the Deputy Program Manager/Construction Manager for the $400 million San Francisco International Airport Expansion Program, responsible for the program and comprehensive construction management services for a series of projects.

RELEVANT EXPERIENCE

Engineering/Project Management Services | Town of Hillsborough, CA

As CSG's Contract Manager for the Town of Hillsborough (Town) Engineering and Project Management services, Mr. Ahmed oversaw CSG's design, land development review, project management, stormwater inspection, and construction management services. His responsibilities included coordinating with the Town's Public Works Department and administrative staff to facilitate our team in providing these services.

Stinson & Monte Vista Sewer/Water Improvement | City of Vacaville, CA

Mr. Ahmed served as the Principal-in-Charge on the project. The project includes engineering design and preparation of PS&E for replacing 3,700 linear feet of sanitary sewer main and 2,250 linear feet of water main along Stinson and Monte Vista Avenues. The project aims to modernize the City's water and sewer infrastructure to meet current and future demands, ensure regulatory compliance, and support sustainability. Scope includes upsizing utilities, installing new manholes and cleanouts, replacing services, and upgrading meters to AMI where needed. Given the project's location near residential, commercial areas, and Vacaville High School, CSG and the City are coordinating with property owners and the school district to reduce service disruptions and maintain access.

Warm Springs BART West Access Overcrossing | City of Fremont, CA

Mr. Ahmed was the Project Manager for the independent bridge check and constructability review of the $45 million Warm Springs BART Pedestrian Overcrossing. This project created an iconic pedestrian overcrossing over UPRR tracks and connected the Warm Springs/South Fremont BART Station to the newly developed area on the west side of the tracks that includes the Tesla Training facility. The project involved the construction of a 147-foot-long truss span and a 102-foot-long iconic cable-stayed steel span, which also included a staircase, elevator, and escalator. CSG's scope of work included the review of the PS&E to ensure it met BART design standards. CSG also organized with multiple stakeholders (City staff, BART, and the design consultant) to resolve all comments.

Lawrence **Lau** PE, PLS, QSD/P

Senior Principal Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| C57397

Professional Land Surveyor
State of California
| L7934

Qualified Stormwater
Designer/Practitioner
| 23449

EDUCATION

Bachelor of Science,
Civil Engineering,
California Polytechnic
State University
| San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS

American Council of
Engineering Companies
East Bay Chapter
Past President (2013-2014)

American Public Works Association

American Society of Civil Engineers

Mr. Lau has over 30 years of civil engineering design and project management experience. He possesses a strong technical background in the master planning, design, and construction of Caltrans and local roadways, complete streets, roundabouts, parking lots, drainage and utility improvements for public agencies.

RELEVANT EXPERIENCE

North Laguna Creek, Big Horn and Franklin Boulevard Improvements | City of Elk Grove, CA
Mr. Lau is the Project Manager responsible for the construction of pedestrian and bicycle safety improvements and pavement rehabilitation for a total of about two miles of arterial segments along Franklin Boulevard and Big Horn Boulevard. The scope of the project includes evaluation of existing pavement condition, pavement rehabilitation treatments and repair of base failures along Big Horn Boulevard, preservation of existing survey monument, reconstruction of curb ramps to meet ADA requirement, adjustment of pedestrian push buttons if needed to meet accessibility standards, adjustment of existing utilities to pavement finished grade, creation of one-way Class IV bikeways on Franklin Boulevard and buffered Class II bike lanes on Big Horn Boulevard, addition of green pavement markings in bike-vehicle conflict areas, and pavement marking restriping in accordance to the latest City, Caltrans and CA MUTCD standards, and coordination with Caltrans Division of Local Assistance for obtaining E76 Authorization to Proceed Construction.

Marin Avenue Pavement and Curb Rehabilitation Project | City of Albany, CA
Mr. Lau managed the review, evaluation, and recommendation of pavement rehabilitation treatment alternatives along Marin Avenue and eleven roads for the City. The scope included assessment of existing site conditions, selection of pavement treatment types, repair of base failures, crack sealing, pavement patch and leveling, preservation of existing survey monuments, reconstruction of curb ramps to meet ADA requirements, repair of failed curb, gutter and sidewalk, reinstallation of new bike lanes pavement markings and striping, and adjustment of existing utilities to pavement finished grade.

Stinson & Monte Vista Sewer/Water Improvements | City of Vacaville, CA
Mr. Lau is the Project Manager responsible for the engineering design and preparation of plans, specifications, and estimates for replacing 3,700 linear feet of sanitary sewer main and 2,250 linear feet of water main along Stinson Avenue and Monte Vista Avenue. The sewer main replacement includes upsizing the existing main, installing new manholes, reconnecting sewer laterals, and installing new cleanouts. The water main replacement involves upsizing and relocating the main, replacing water services, and updating meters with Advanced Metering Infrastructure as needed.

Lone Tree Way Roadway Improvements | City of Brentwood, CA
Mr. Lau is the Project Manager preparing design alternatives for phased improvements along Lone Tree Way, a major east-west arterial connector. The project spans from O'Hara Avenue to Tilton Lane, an area expected to experience significant development, including a residential subdivision and a primary school. To address anticipated traffic congestion, the project will implement extensive improvements such as roadway widening, undergrounding overhead utilities, upgrading traffic signals and street lights, installing green infrastructure, rehabilitating pavement, and upgrading sewer, storm, and water facilities. Additionally, traffic operation analysis, signal modifications, right-of-way acquisition, and environmental clearance are required. CSG has prepared design alternative exhibits and cost estimates for near-term, medium-term, and ultimate-term phases to help the City determine the extent of improvements.

Sophie **Truong** PE, PLS

Senior Principal Engineer

LICENSES & REGISTRATIONS

Professional Civil Engineer
State of California
| 68110

Professional Land Surveyor
State of California
| 8998

NASSCO PACP/LACP/MACP Certified

EDUCATION

Bachelor of Science, Civil Engineering
University of California Berkeley
| Berkeley, CA

TRAINING

California Subdivision Map Act (Annual)

Municipal Regional NPDES Permit (On-going)

Bay Area Hydrology Model (BAHM)

Ms. Truong has been deeply involved in all facets of Land Development for over 25 years. She has consistently offered technical guidance and vital insights to our municipal clients on numerous projects, ranging from urban infill and small rural developments to large-scale, high-profile economic development projects across California. She is highly skilled at reviewing Entitlement documents, engineering plans and associated studies, and final subdivision maps or other land transaction documents for projects of all types and sizes; ranging from small lot line adjustments or single-family residence grading as part of building permit plans sets, to large mixed-use and phased development projects. Her expertise includes evaluating projects for compliance with Local Ordinances, Entitlement documents, CEQA mitigation measures, Regional and State NPDES Permit requirements, the California Subdivision Map Act, the Land Surveyor's Act, and other relevant permits or regulations enforced at the municipal, state, and federal level. In her role overseeing the Land Development Review Division, she regularly collaborates with project applicants and City personnel, including City Attorneys and City Engineers, during the pre-application phase to tackle challenging projects; and continues to provide expert technical support to City staff through the final approval and permitting phases. Her expertise includes all facets of engineering design, subdivision regulations and mapping practices, and title and land transaction issues. She also performs quality control of engineering or mapping review comments, and regularly signs subdivisions maps as Acting City Surveyor (and occasionally as Acting City Engineer).

RELEVANT EXPERIENCE

Fort Ord Redevelopment Project - The Dunes at Monterey Bay | City of Marina, CA

Ms. Truong provided technical support and review services for the mixed-use development of this 420-acre Specific Plan area located within in the former Fort Ord. This included phased parcel and final maps in commercially zoned areas, residential tract maps, and lot mergers. Ms. Truong met with City Planning and Engineering staff, and the Developer's team to review and discuss the City's Specific Plan requirements, Disposition and Development (DDA) and Development (DA) Agreements, existing easements, access issues and general circulation, and backbone infrastructure requirements throughout the development. She reviewed all engineering plans and parcel and final maps for approximately 6 years of initial redevelopment at the site.

General Vacation of Capitol Ave, University Plaza Project | City of East Palo Alto, CA

Ms. Truong assisted the City Attorney and Engineering Staff with the vacation of a large section of Capitol Avenue; a public street that was currently in use and adjacent to the US-101 off-ramp at University Avenue. She assisted the City with general requirements and document preparation, reviewed staff reports for Council Meetings and reviewed all survey and mapping work prepared by the developer's team. She assisted the City with public notifications and notifications to public utilities for relocations of utilities located within the street to be vacated. She also reviewed all documents associated with the lot merger for the associated project.

Various Projects | City of Daly City, CA

Ms. Truong provided Engineering Plan review and NPDES post-construction treatment measure review, inspection, and O&M Agreement review services for multiple small to mid-size residential and commercial projects in the City of Daly City, including but limited to Dick's Sporting Goods within the Serramonte Shopping Center, the Annie St. 22-Lot Residential Subdivision, the Chinese Cemetery located at 4650 Callan Blvd, and the Garden Valley 50-Lot Subdivision.

Son **Hoang** PE, QSD/P

Senior Project Manager

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| 97167

Qualified SWPPP Developer/Practitioner (QSD/QSP) | State of California #83529

Caltrans Resident Engineer's Academy

NASSCO PACP/LACP/MACP Certified

EDUCATION

Bachelor of Science, Civil Engineering
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

Toastmasters International
Secretary Club: 4840673

Mr. Hoang brings over 15 years of experience providing design and plan review support services to municipal agencies. Since joining CSG, his primary focus has been in public works design projects, ranging from paving design, utility systems, and topographic surveys. In addition to serving as the project engineer in preparing PS&E packages for various design projects, Mr. Hoang has also been responsible for coordination with local agencies, project stakeholders, and subconsultants.

More recently, Mr. Hoang has been responsible for a variety of plan and map check reviews. His 10+ years of map review experience includes providing technical feedback and support in reviewing final/tract and parcel maps, lot line adjustments and mergers, easement dedications and abandonments, certificates of compliance, and many other mapping related documents and issues throughout Northern California. Mr. Hoang also provides engineering review for various projects, from design review during entitlements to building permit issuance ranging from minor single-family residence improvements projects to large multi-family residential and mixed-use projects. His review expertise incorporates conformance against any and all relevant Local Ordinances, Entitlement documents, NPDES Permit regulations, the California Subdivision Map Act and Land Surveyor's Act, and any additional local, state and federal requirements.

RELEVANT EXPERIENCE

Development Review of Various NH Tracts | City of Mountain House, CA

Serving as the Project Manager and point of contact to the City, Mr. Hoang provided and coordinated comprehensive consultant civil, lighting, structural and landscaping review services for various off-site and on-site improvements for new residential neighborhood tracts including parks and trails, recreational facilities and community gardens. Mr. Hoang also provided the City with consistency review of the various improvement plans against subdivision Tract/Final Maps for consistency in showing dedications, easements, lot configurations and layouts.

Engineering Plan Review Services | Town of Portola Valley, CA

Mr. Hoang provided the Town of Portola Valley with various engineering review services related to minor single-family residence improvements and remodels. Reviews ranged from on-site improvement plans and support documents during the planning-level Entitlement phase to Building Permit application plans. Review efforts included reviewing grading, drainage, utility and stormwater improvements for compliance with Town and County standards, as well as NPDES MRP Provision C.3 requirements.

SWPPP Review | Various Agencies

As a QSD, Mr. Hoang has provided technical review support of Stormwater Pollution Prevention Plans (SWPPP) on behalf of municipal agencies in conjunction with large development projects, most recently for the City of Livermore and Town of Los Gatos. In reviewing SWPPPs and associated support documents, Mr. Hoang is responsible for ensuring that the State Water Board's NPDES Construction Stormwater General Permit is adhered to for sites and projects that meet or exceed one acre of disturbed land.

David **Seto** PE

Principal Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer,
State of California, C78138

EDUCATION

Bachelor of Science,
Civil Engineering
University of California Davis
Davis, CA

PROFESSIONAL AFFILIATIONS

American Public Works Association

American Society of Civil Engineers

Mr. Seto is a senior engineer with experience in the transportation field. Mr. Seto has served as a project engineer for multiple transportation projects. His responsibilities have included preparation of plans, specifications, and estimates for streetscape improvements, pavement rehabilitation, drainage, ADA curb ramps, signing, striping, electrical, and traffic signal improvement projects. In addition, he is efficient in plan check that relates to his design background. He is knowledgeable and has prepared designs for Caltrans, CA-MUTCD, Counties, and City standards. He is proficient in the use of AutoCAD Civil 3D.

RELEVANT EXPERIENCE

2019, 2021, 2023 & 2025 Street Resurfacing Projects | Town of Hillsborough, CA
Mr. Seto served as Project Manager for multiple years of street resurfacing projects, which consisted of over 100 miles of pavement rehabilitation utilizing Hot Mix Asphalt (HMA) or Rubberized HMA Overlay, Mill and Replacement, Slurry Seal, Micro-surfacing, Cape Seal, Crack Seal, and base failure repair. The associated project improvements also include signing and striping, utility adjustment, ADA curb ramp upgrade, monument preservation, signal modification, bid and construction support.

FY20-21 & FY23-24 Street Resurfacing on Federal-Aid Streets | City of Stockton, CA
Mr. Seto served as Lead Project Engineer for the two years of street resurfacing projects that involved local and federal funding requirements. The project consists of pavement rehabilitation utilizing HMA/RHMA Mill and Replacement, Full-depth Reclamation (FDR), and slurry seal. Other key project improvements include signing and striping, utility coordination and adjustment, ADA curb ramp upgrade, monument preservation, signal modification, Caltrans encroachment permit coordination, Federal-aid E-76 authorization for construction support, bid and construction support.

Lone Tree Way Widening Phase 1 and 2 Project | City of Brentwood, CA
Mr. Seto served as Lead Project Engineer for the Lone Tree Way Widening project, which consists of pavement rehabilitation, roadway widening, new sidewalks, driveways, stormwater C.3 requirement analysis and calculations, bio-retention, right of way acquisition, utility adjustment, signing and striping, drainage improvement, signal modification, Rectangular Rapid Flash Beacon (RRFB), street lighting, bid and construction support.

Glen Loma Ranch | City of Gilroy, CA
Mr. Seto provided engineering plan check focusing on the civil, signing, joint trench, striping, traffic signal and street lighting for this 360-acre development, which will include 1600 units of varying size and residencies, divided into 19 residential neighborhoods, a new fire station, town center commercial area, preserved open space, and major bicycle and pedestrian system. He completed review of Phase 1A of this project which includes three subdivision improvement plans with a total of 274 units, two roundabouts, and a city park.

ADDITIONAL PLAN CHECK EXPERIENCE

Mr. Seto has worked on various plan check projects where he was responsible for signing, striping, photometric, signal, and street lighting review. Projects include:

- **City of Mountain House - NH 'A' In-Tract A5 Mini Park and Tract 4216 NH H14** (street lighting and photometric)
- **City of Mountain View - Charleston Corridor** (signing and striping and electrical review)
- **City of East Palo Alto - Sobrato II** (signal and street lighting review)
- **City of East Palo Alto - University Plaza Phase** (signal and street lighting review)
- **Town of Los Gatos - North 40** (signal and street lighting review)

Michael **Fisher** PE, QSD/P

Principal Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| C56550

Qualified SWPPP
Developer/Practitioner
| 25565

EDUCATION

Bachelor of Science, Civil Engineering,
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

South Bay Transportation Offices Association (SBTOA),
Past President

Mr. Fisher is a civil engineer with over 28 years of experience in civil/roadway design, drainage design, traffic engineering, specification writing, engineering report writing and project management. He has managed teams of engineers, working to deliver over a dozen projects ranging in size from $20,000 to $22,000,000 with project status ranging from project initiation/feasibility/study phase to approval/environmental phase to final design and construction. Mr. Fisher has extensive experience working on roadway design, including intersection and median projects. His design work includes horizontal and vertical geometric layout, utility coordination, traffic signal design, signing and striping design and drainage design. His projects have incorporated current LID design practices including biofiltration, infiltration, and detention basins.

RELEVANT EXPERIENCE

2024 Pavement Rehabilitation Project | City of Santa Clara, CA

Mr. Fisher serves as Project Manager for the City's annual pavement rehabilitation project. The scope of work consists of pavement maintenance and rehabilitation at various streets citywide. The work is comprised of the following features: slurry seal, repair of failed pavement (deep[1]lift), cold milling of existing pavement, hot mix asphalt pavement resurfacing, replacement of traffic signal loop detectors, adjusting of valve boxes, manholes, and surface utility features, adjusting and replacing street survey monuments, replacement and installation of accessible concrete curb ramps, and traffic markers, striping and pavement markings.

Burlingame Station Pedestrian Improvements | City of Burlingame, CA

Mr. Fisher served as the Design Project Manager for this project to improve pedestrian accessibility and connectivity, implement traffic calming features and implement community enhancements including green infrastructure and parking enhancements while preserving a large heritage Oaktree. He led the evaluation of field conditions, as well as previous neighborhood studies and community input to come up with a staff preferred alternative and present it to the community.

Britton School Sidewalk & Traffic Enhancements Project | City of Morgan Hill, CA

Mr. Fisher served as the Project Manager for improvements around the Britton School in Morgan Hill. The project will improve the off-site frontage of the Britton School along Monterey Road and Central Avenue. This ultra-fast paced project schedule aimed to begin construction in Summer of 2020 – a four month design schedule from topo survey to bid documents. The project included replacing existing sidewalk with a wider pedestrian friendly ADA compliant sidewalk pathway including new ramps and driveways.

Citywide 2018-2019 & 2019-2020 Pavement Rehabilitation Projects | City of Daly City, CA

Mr. Fisher managed the design of two projects simultaneously. Both projects involved pavement rehabilitation as well as traffic calming and pedestrian elements that include curb extensions, crosswalk and ADA improvements. In order to meet desired construction schedule, the City required an expedited design schedule for both projects. While the scope was extensive, exceeding $3M in construction, Michael managed the projects within a very compact 2-month site assessment/feasibility time period and a 2-month design schedule.

Neighborhood Street Enhancement | City of Redwood City, CA

Mr. Fisher served as the Project Manager for improvements in three adjacent neighborhoods to the Stanford University Office Campus. The goals of the NSEP are to improve traffic safety, mobility, accessibility, and provide enhanced streetscapes. The City also received a $250,000 dollar grant for additional improvements from the City/County Association of Governments of San Mateo County. All improvements are located in the City of Redwood City, except 3 projects are located in unincorporated San Mateo County, and 5 are located in the County and the City. This required additional coordination with the two jurisdictions and inclusion of both jurisdiction's standards in the documents.

Ed **Slintak** PE

Principal Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| 039925

EDUCATION

Bachelor of Science,
Civil Engineering
California Polytechnic
State University
| San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

Mr. Slintak has over 35 years of experience in all aspects of transportation and municipal engineering, including project management and delivery of utility projects, and design group management. His design experience encompasses a wide variety of projects, including sewers and utilities, highways and streets, traffic signals and signing, street lighting, information technology systems, bus and rail maintenance facilities, and water treatment facilities.

RELEVANT EXPERIENCE

Howard Street Sanitary Sewer Line Rehabilitation | City of Stockton, CA

Mr. Slintak served as the project manager for the replacement of 6-inch vitrified clay pipe (VCP). The project scope included review of existing sewer pipe and manhole conditions, preparation of a design report with recommendation and selection of sewer replacement measures and alternative, sewer bypassing methods, and preliminary and final design services leading to the completion of plans, specifications and engineer estimate for construction, public outreach, support during bidding and construction.

Pilgrim – Union Streets Easement Sanitary Sewer Line| City of Stockton, CA

Mr. Slintak serves as the project manager for determining the rehabilitation measures and alternatives to evaluate and address capacity deficiencies, pipe deterioration and structural failures of an existing 6-inch diameter vitrified clay pipe (VCP) sanitary sewer line. The total length of the sewer line within the project area is approximately 384 feet. The project scope includes review of the existing sewer pipe and manhole conditions, preparation of a design report with recommendation and selection of sewer rehabilitation treatment types and sewer bypassing methods, and preliminary and final design services leading to the completion of plans, specifications and engineer's estimate for construction, public outreach and support during bidding and construction.

Ahwanhee Drive Water, Sewer, And Complete Street Repair Project | City Of Millbrae, CA

Mr. Slintak served as the Project Manager for waterline, sewer line, and roadway improvements along Ahwanhee Drive. Due to the aging utility infrastructure and deteriorating roadway pavement, the City initiated a complete street repair project. Utility work as part of the complete street repair project included replacement of the existing sanitary sewer main, reconnection of sewer laterals, installation of new cleanouts and backflows, relocation of the existing water main, and replacement of water services up to the meter where necessary. The project also included rehabilitation of the existing pavement, installation of ADA compliant curb ramps, and spot repairs of concrete curb, gutter, and sidewalk where deficiencies were noted. Finally, the existing streetlights along the corridor were upgraded with new street light poles and LED fixtures, new street light pull boxes were installed, and a new street light conduit was installed in the roadway.

Santa Cruz, San Diego, and Guadalupe Water Main Replacement Project | City of Daly City, CA

Mr. Slintak serves as the Project Manager for waterline improvements along Santa Cruz, San Diego and Guadalupe Ave. The project abandons and replaces existing water main to address fire flows and aging infrastructure. Project work includes replacement of 1,655 linear feet of water main, water services up the meter, meters less than ¾", hydrants, valves, blow-offs, fittings, and associated appurtenances. Other work includes removal of water service manifolds, replacement of all meter boxes (including traffic-rated boxes), and replacement of W-2 combination domestic/fire services. The project has reached the 35% design milestone and is under review with Daly City.

Joy Bhattacharya, PE-PTOE

Vice President

EDUCATION

M.S. Transportation Engineering/Operations Research, University of Delaware, Newark, Delaware. 2001

M.Eng Transportation Engineering, University of Tokyo, Tokyo, Tokyo.1995

B.Tech (hons) Civil, Indian Institute of Technology, Kharagpur, West Bengal. 1992

CERTIFICATIONS

Professional Engineer #68928, California Board for Professional Engineers, Land Surveyors, and Geologists

Professional Engineer #1103, Professional Traffic Operations Engineer

INTELLIGENT TRANSPORTATION SYSTEMS

- ✓ ITS System Review & Needs Assessment
- ✓ Traffic Management Centers
- ✓ Traffic Operations
- ✓ Knowledge of Existing & Emerging Transportation Technologies
- ✓ Innovative Congestion Management Strategies
- ✓ Stakeholder Coordination

Joy is AMG's Vice President of Innovative Transportation Solutions. He has in-depth experience in the development, design and implementation of various engineering strategies in major metropolitan areas, including Adaptive/Responsive Traffic Signal Systems and Transit Priority Systems; Incident Management Plans; preparation of PS&E for field implementation of CCTV, Changeable Message Signs, Highway Advisory Radio, Ramp Metering and ATMS systems; and freeway and arterial operations using micro-simulation. Local projects to his credit include the Mountain House ATMS, City of Hayward Adaptive Signal Systems, Webster Street SMART Corridor System, SR-4 and I-80 Integrated Corridor Management.

Project Experience

Countywide Smart Signals Project, Contra Costa County, CA (Project Manager) (Project Manager).
Contra Costa Transportation Authority (CCTA) is leading a Countywide Smart Signals Project to upgrade traffic signal and communication systems at 328 intersections within Contra Costa County throughout the 19 cities/towns and unincorporated communities located along major arterial streets and roads designated as Routes of Regional Significance. Joy and his traffic engineers designed CCTA's Countywide fiber master plan, prepared the inventory of all the signals on the routes of regional significance, as well as the conceptual plan for the upgrades. AMG was successful in helping CCTA attract additional funding for the project through several winning grant applications. Implementation of the planned Intelligent Transportation System (ITS) elements will unify Contra Costa County's signal technology and communication systems to optimize traffic flow.

V2X Signal Lab, GoMentum Station, Concord, CA (Project Manager)
Joy led the design and implementation effort of a state-of-the-art CAV V2X Signal Lab at GoMentum Station, that will be dedicated to research, training, and testing of CAV hardware and software technologies. Traffic engineers in Contra Costa County and the Bay Area will have access to traffic signal cabinets, multiple traffic signal controllers, video detection, DSRC/5G communication, and other traffic signal related equipment, to test the connectivity and safe crossing of CAVs equipped with On-Board Units (OBUs).

The significance of this effort is that City traffic engineers will no longer need to use their own maintenance shop and scarce resources for testing AV connectivity for safety. The unique environment of the VzX Signal Lab will expose traffic engineers and technicians to the complexities of signal deployment and prepare us for future CAV operations, including setup and maintenance of traffic signal controllers, conflict monitors, load switches, detection and DSRC/5G based communication systems on traffic signal cabinets. The lab offers the opportunity for hands-on experience working with futuristic traffic signals and associated technologies, testing various CAV and DSRC functional services, including collision avoidance, ATSPM, Emergency Vehicle Preemption, Vulnerable User Services, V2V, V2I, V2P, and V2C communications. Additionally, the lab is poised to educate and train signal technicians and traffic engineers in both the public and private sectors.

Joy@amobility.com | P: 415.688.0024

Christopher Thnay, P.E., AICP

Senior Principal

Christopher has more than 35 years of experience in transportation engineering for large planning and operation projects around the San Francisco Bay Area. He is focused on fostering a healthy balance between land use and transportation needs, and has expertise in corridor studies, context sensitive roadway design, traffic impact and parking studies, circulation plan, safety audits, traffic calming, and general plan roadway policies and programs.

EDUCATION

MS, Transportation Planning & Management - Stanford University, Stanford, CA

BS, Civil & Environmental Engineering - University of Wisconsin, Madison, WI

REGISTRATIONS

Traffic Engineer #1771, State of California

Certified Planner #10403, AICP

TRAFFIC ENGINEERING

- ✓ Traffic Operations Analysis
- ✓ TIA
- ✓ Complete Streets
- ✓ VMT Analysis
- ✓ Plan Checking
- ✓ Traffic Impact Fee
- ✓ Engineering Traffic Study
- ✓ Parking Evaluation
- ✓ TDM/Ped/Bike Plan
- ✓ Travel Forecasting Model
- ✓ Roads, Signals, Developments & Land Use Data Analysis
- ✓ Scenarios Evaluation Mitigation Measures

Project Experience

VMT/Local Transportation Analysis

AMG has been involved with many VMT evaluations since implementation of Senate Bill (SB) 743 since July 1, 2020. Projects included San Joaquin County, Alameda County, Livermore, Hayward, Oakland, Belmont, American Canyon, San Mateo and Stockton.

Mountain House On-Call Projects, Ca. On-call projects for the City including Specific Plan (multimodal functional classification), Town Center Traffic Study, Traffic Calming Study, Citywide Traffic Monitoring Plan, High School Impact Study, Traffic Impact Fee and performed plan checks since 2017.

City of Patterson On-Call Projects, Patterson, Ca. General Plan Update, Infrastructure Master Plan, roundabout PS&E design, Community Facilities District (CFD) Impact Fee Study; Traffic Monitoring Plan; Safety Review; West Patterson EIR, CMAQ & HSIP Funding, TIF, etc.

City of Belmont On-Call Projects, Belmont, Ca. Peer reviews all traffic impact study & VMT report. This includes reviews to meet multi-modal standards, bike/ped Master Plan, parking ordinance and pays fair share.

City of Palo Alto On-Call Projects, Palo Alto, Ca. Completed several projects including Updated Congestion Management Program (CMP); Embarcadero Road/Paly High School Plan Line Study; Charleston/Arastradero Road-Diet Study; Citywide Model Preparation; Citywide Plan Line Study, Caltrain signal preemption, signal warrants.

San Carlos Avenue Pedestrian Safety Improvement, San Carlos, CA

Assisted City to win the Safe Route to School (SRTS) funding for safety improvement. Designed the Rectangular Rapid Flash Beacons (RRFB).

Safe Routes to School (SRTS) & School Studies

- Arundel Elementary School, Brittan Acres/St. Charles School
- Las Palmas Elementary School, Patterson
- Livermore Charter School, Livermore
- Wicklund Elementary School, Mountain House

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City of East Palo Alto

On-Call Development Review Support & Other Engineering Services

MARCH 4, 2026

CSW ST2

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HERCULES BAYFRONT MASTERPLAN *Rendering courtesy of Sargent Town Planning.*



March 4, 2026

City of East Palo Alto
Attention: Batool Zaro, Senior Engineer
1960 Tate Street
East Palo Alto, CA 94303
bzaro@cityofepa.org

Subject: Statement of Qualifications for On-Call Consultant Development Review & Engineering Support Services

Dear Ms. Zaro:

CSWST2 submits our qualifications to provide on-call development review and engineering support services to the City of East Palo Alto. We understand the City is seeking assistance with development review, grading and off-site improvement plan review, map review, and transportation engineering services to help support staff in processing development and public infrastructure projects.

Our team is currently supporting the City on the University Avenue Grand Corridor Project and the Priority Parks initiative. Through this work, we have developed familiarity with the City's priorities and review processes, allowing us to provide responsive technical support and coordinate effectively with City staff and project applicants.

CSWST2 routinely assists public agencies throughout the Bay Area with plan review, civil engineering, surveying, and transportation engineering services. Our team of civil engineers, planners, landscape architects, and surveyors supports municipalities with both development review and infrastructure design, providing timely and practical technical input that helps projects move efficiently from review to implementation.

Julia Harberson will serve as the City's primary point of contact and will coordinate our team's support as needed. Julia can be reached at juliah@cswst2.com or (415) 884-6443.

We appreciate the opportunity to continue working with the City of East Palo Alto.

Sincerely,

CSWST2

Julia Harberson, PE, LEED AP
Principal

CSWST2

Adaptive Solutions. Resilient Designs.

CSWST2 is a design firm specializing in economical and environmentally sustainable projects across the recreation, urban infill, transportation, education, and public infrastructure sectors. Our team comprises 45 professionals, including civil and traffic engineers, urban planners, landscape architects, and surveyors. With almost 70 years of expertise in aiding the Bay Area's development, we deliver innovative, cost-effective, and practical solutions to address the infrastructure challenges in our communities.

Our firm is a California Corporation that maintains offices in Novato, Pleasanton, Richmond, Petaluma, Redwood City, Berkeley, and San Jose. Our Department of Industrial Relations Number is PW-LR-1000430989.

SERVICES

Civil Engineering
- Site development
- Utility infrastructure
- Storm water quality
- Fine & mass grading
- Water resources
- Erosion control
- Public Works

Landscape Architecture
- Open space planning
- Planting & irrigation design
- Park planning & design
- Playground design
- Visualization studies

Surveying
- Topography, Utility, & Boundary Surveys
- Boundary Resolution
- Final Maps
- Construction Staking

Transportation
- Complete streets planning & design
- Intersections
- Bike lane, bike way, & multi-use trails
- Traffic signals

Urban Planning
- Specific plans
- Neighborhood development
- Streetscapes

LOCATIONS

Pleasanton, CA
Berkeley, CA
Richmond, CA
Novato, CA
Redwood City, CA
Petaluma, CA
San Jose, CA









CSW ST2

CITY OF HERCULES

Hercules Transit Village Master Plan

Hercules, CA



DURATION

2005 - current

KEY STAFF

Robert Stevens, Mike Vidra

CONTRACT AMOUNT

Varying contracts from $100,000 to $1 million

REFERENCE

Jose A. Pacheco
Associate Engineer
City of Hercules
510.799.8247
JPacheco@herculesca.gov

Over the past 20 years, our team has supported the City of Hercules and private developers in transforming the site of a former dynamite plant into the Hercules Transit Village—a resilient, multimodal waterfront district centered around future rail and ferry service.

We began by preparing a comprehensive Transportation and Utility Master Plan to support phased development, address projected sea level rise, and incorporate the adaptive reuse of historic structures. The plan coordinated street and utility infrastructure with long-term development projections, and prioritized multimodal connectivity, emergency access, and sustainable site planning.

Our team also led the final design of the Path to Transit project, which delivered major infrastructure improvements including roadway realignments, new bridge construction, creek restoration, and utility upgrades—all funded through federal sources. Refugio Creek, which flows through the project area, was enhanced through bank stabilization and habitat restoration efforts that integrated with adjacent pedestrian routes.

These improvements established safe, accessible connections to the waterfront and future transit facilities while also addressing flooding, stormwater treatment, and ecological resilience.

We continue to assist the City and private developers in advancing mixed-use, infill projects that reinforce the long-term vision for a walkable, connected district.









CITY OF EAST PALO ALTO

University Avenue Grand Corridor

East Palo Alto, CA

CSWST2 is supporting the City of East Palo Alto in planning and designing the University Avenue Grand Corridor, a major effort to transform a heavily traveled regional route into a safer, multimodal complete street. The team is leading the civil engineering analysis and conceptual design, evaluating roadway geometry, traffic operations, drainage, utilities, and right-of-way constraints to develop feasible corridor improvements. Proposed concepts integrate pedestrian and bicycle facilities, intersection upgrades, transit enhancements, and traffic calming measures to improve safety and corridor performance. This work will guide environmental clearance, right-of-way coordination, and development of a future PS&E package for implementation.

STATUS

08/2025 - Present

KEY PERSONNEL

Julia Harberson
Jessie Maran

REFERENCE

Batool Zaro, PE
Senior Engineer
City of East Palo Alto
650.853.3166
bzaro@cityofepa.org







CITY OF SAN RAFAEL

Third Street Streetscape

San Rafael, CA

Our team supported the City of San Rafael in the rehabilitation of Third and Second Streets, which serve as the primary gateway to downtown. This corridor includes a transit hub, multi-family residential, retail, and commercial uses along a three mile segment transitioning from Highway 101 to the City's border with San Anselmo. We collaborated with the City, stakeholders, business district, and community groups to improve the corridor for vehicles, pedestrians, and bicyclists.

Key elements of the project included revisions to downtown intersections including new traffic signals and crosswalks to improve pedestrian safety as users walk to retail destinations along Fourth Street. The project also added a Class IV two-way cycle track along Second Street closing a critical gap in the City's bicycle network.

In coordination with the streetscape improvements, the project replaced the potable water main, sanitary sewer system, and pavement along the corridor. Finally, we designed a fiber optic network to serve the City's internal communications needs as well as interconnect the traffic signal system. The project opened to the public in January 2024.

STATUS

Completed 2024

KEY PERSONNEL

Robert Stevens, PIC/PM
Josh Woelbing, Survey Manager

REFERENCE

April Miller, PE
Director of Public Works
City of San Rafael
415.485.3409
april.miller@cityofsanrafael.org

AWARDS

2025 APWA Norcal Project of the Year - Transportation $5M - $25M

2025 ACEC Engineering Excellence Awards - Commendation Award

CITY OF NAPA

On-Call Civil & Survey Engagements

Napa, CA



STATUS

2020 - present

CONTRACT AMOUNT

Private Development: $300,000
Land Surveying: $500,000

REFERENCE

Alex D. Reynolds
Engineering Assistant, Development Engineering Division
City of Napa
707.257.9438
areynolds@cityofnapa.org

On-Call Private Development Review & Engineering Plan Check

CSWST2 has been serving the City of Napa under its On-Call Private Development Consultant Services contract since 2022, providing engineering review and plan check services to support the City's Public Works Division. Our work includes review of subdivision maps, improvement plans, grading and utility plans, drainage studies, and technical documents for private development projects and SB-9 projects.

We've contributed to a range of assignments, including parcel maps for George Street and Third Street, and subdivision plan checks for projects such as Monarch Landing and Brown Valley. Our role also includes coordinating with City staff and applicants to resolve design issues and ensure compliance with City standards and development conditions.

On-Call Land Surveying Services

Since 2020, our surveying department has provided a variety of surveying-related services to the City of Napa. Task orders have included the Salvador Corridor, which entailed topographic surveying and right-of-way mapping to assist the City with ADA accessibility designs, a Record of Survey prepared for the Coombsville Corridor project, and mapping related to future on/off-ramps for a local highway.

In addition, our team recently prepared a base map and legal descriptions for the City associated with a total of nine distinct parcels within the Napa Enhanced Infrastructure Financing District.

An example of drone data for the Coombsville Corridor project can be found on the linked image below.



CITY OF SAN LEANDRO

On-Call Civil Engineering & Land Surveying Consulting Services

San Leandro, CA



STATUS

Ongoing since 2024

KEY PERSONNEL

Robert Stevens, Julia Harberson, Kristine Pillsbury

REFERENCE

Jayson Imei, PE
City Engineer
City of San Leandro
510.577.3431
JImai@sanleandro.org

Our team has supported the City of San Leandro on an on-call basis since 2024, providing both staff augmentation as well as design services. A summary of the projects includes:

Washington Manor Park. A topographic survey of a portion of Washington Manor Park located along Zelma Street in San Leandro. A field crew was mobilized to collect topographic data of the entire park area.

Memorial Park Merger. Lot Line adjustment merger services were provided for Memorial Park on Bancroft Avenue in San Leandro. We provided boundary surveys, which were filed with Alameda County, plotted easements, filed a Record of Survey, Topographic Survey, map site plan, and legal description and plats.

Repaving Survey. Our team is providing topographic and monument preservation services to aid the City with repaving projects for approximately 8,500 LF of portions of the Floresta Gardens and Bancroft neighborhoods. We located monuments within the project extent, providing physical tags for monuments and license numbers with reference points, offering protection during the construction phase. We also submitted Corner Records with the County Surveyor, in compliance with 8771 of the Professional Land Surveyors Act.

Land Surveying. Our team has been engaged in providing land surveying services for the City of San Leandro. Our experience includes housing and land development, along with municipal infrastructure and corridor mapping. We provide map check review services for housing projects, subdivision map checks, easement, legal descriptions, and plat reviews across multiple projects.

Staff Augmentation Shoreline Development. Our team is supporting the City of San Leandro providing staff augmentation to perform plan review for the Shoreline Development Project. The Shoreline Development Project rehabilitates an approximately 50 acre waterfront area within the City to become residential and commercial development. Our services include the review of and comment on survey-related mapping, tentative maps, improvement plans, stormwater treatment plans, infrastructure studies, specifications, cost estimates and permit submittals. Additionally we attend weekly staff and applicant team meetings to stay abreast of the City's needs for project deadlines and maintain efficiency in plan approval and permit processing.







CITY OF HEALDSBURG

Healdsburg Library Refresh

Healdsburg, CA

The Healdsburg Library Refresh project is a key investment in improving accessibility and user experience at one of Sonoma County's most valued public facilities. Led by Noll & Tam Architects with civil engineering support from CSWST2, the project upgrades the exterior of the Healdsburg Regional Library to meet current ADA standards and provide safe, equitable access for all patrons. Enhancements include new handrails, curb ramp improvements, accessible door entries, and updated striping and signage throughout the parking area.

CSWST2 provided civil engineering services focused on improving pedestrian accessibility across the site. Walkways were regraded and realigned to incorporate ADA-compliant ramps within the existing pavement footprint, ensuring smooth and safe connections between entrances, the book locker, and the adjacent sidewalk along Center Street. To improve safety, we designed a new path from the accessible parking stalls to the building that eliminates the need for pedestrians to walk behind parked vehicles. Additional improvements included sidewalk replacement along Center Street, a new intersection curb ramp, and a reconfigured driveway to meet current accessibility standards.

STATUS

2023 - 2025

PROJECT FEATURES

9,700 SF building
ADA accessibility upgrades

REFERENCE

Phan Dung
Project Manager
Noll & Tam
510.542.2200
phan.dung@nollandtam.com



Robert Stevens PE, TE

Principal, President

Robert specializes in developing private and public infrastructure projects, delivering more than $200 million in construction valuation over the last 10 years. Engaged throughout the life of the project, his experience ranges from conceptual design to detailed engineering, culminating in final construction. Robert coordinates the design effort of the team, public agencies, community organizations, and private parties, resulting in consensus-based solutions delivered on schedule and budget.

EDUCATION

B.S. Civil Engineering, San Jose State University

REGISTRATION

Professional Civil Engineer, California No. 58660

Professional Traffic Engineer, California No. 2953

PRESENTATIONS

"Deploying Broadband Networks for Public Agencies" American Public Works Association, 2021

"Designing Smart Cities" American Planning Association, 2019

"Designing Complete and Green Streets" Stanford University 2016

RELEVANT EXPERIENCE

Third Street Rehabilitation, San Rafael

Village Parkway Complete Streets, Dublin

Main Street Complete Streets, Hayward

Del Norte Complete Streets, El Cerrito

Carlos Bee Safety Improvements, Hayward

Castro Valley Boulevard, Alameda County

Hampton Road, Alameda County

Grove Way Sidewalks, Alameda County

Milvia Street Bikeway, Berkeley

Hesperian Boulevard Revitalization Plan, Alameda County

East 14th Street Complete Street Plan, County of Alameda

Thornton Avenue Streetscape, Newark

Moeser Avenue Bike Lanes, El Cerrito

Ohlone Greenway BART Station Area Access, Safety & Placemaking, El Cerrito

Del Norte BART Complete Streets, El Cerrito

Cerrito Creek Greenway Class I Trail and Class II Bike Lane, El Cerrito

South Richmond Transportation Connectivity Plan

Central and Liberty Streets, El Cerrito

Grove Street Sidewalks, Healdsburg

Miller Avenue Sidewalks, Mill Valley

Miller Avenue Complete and Green Street Master Plan, City of Mill Valley

Wellness Trail, Phases I & II, Richmond

Ferry to Bridge to Greenway Connector, Richmond

Nevin Avenue Complete Street, Richmond

Poplar Street, Half Moon Bay

Contra Costa Boulevard, Pleasant Hill

Path to Transit, Hercules

Glorietta Boulevard Safe Routes to Schools, Orinda

County of Marin On-Call Engineering & Design, Marin County



Julia Harberson PE, LEED AP

Principal, Civil Engineering

Julia has managed the design and construction of many municipal projects throughout the Bay Area. Julia is a registered Civil Engineer, and a LEED Accredited Professional currently working on several LEED Projects. She specializes in grading, hydrology, and hydraulics related to sustainable designs. Her experience includes roadway design, multi-use trails, complete streets, utility infrastructure, and design team coordination.

EDUCATION

B.S. Civil Engineering, University of Portland, Portland, Oregon

REGISTRATION

Professional Civil Engineer California No. 76626

CERTIFICATIONS

LEED® Accredited Professional

RELEVANT EXPERIENCE

North Rollins Road, Burlingame

1.3 miles of complete street improvements including bike/ped, ADA-compliance, traffic calming, and road diet.

California Drive Initial Study, Burlingame

Planning, environmental review, and concept development advancing a Class I bike lane along this busy corridor.

University Avenue Grand Corridor, East Palo Alto

Multimodal corridor enhancements improving safety, connectivity, and urban vitality.

Third Street Complete Streets, San Rafael

$20.8 million complete streets improvements to a major corridor including ADA-compliance, Class IV bikeways, and smart traffic signals.

Poplar Street Complete Streets, Half Moon Bay

$1 million project involving complete and green street improvements connecting downtown and coastal destinations.

Other Relevant Experience

San Pablo Avenue Streetscape Improvements, Pinole

San Pablo Del Norte BART, El Cerrito

El Portal Drive, San Pablo

Village Parkway Complete Streets, Dublin

Miller Avenue, Mill Valley

Old Town Newark Streetscape, Newark

Main Street Enhancement, Tiburon

Novato Fire Department District No. 64 Civil Design, Novato

Doherty Drive Complete Streets Enhancement, Larkspur

Parking Lot Upgrades, Pinole

Francisco Boulevard Improvements, San Rafael

UCSF Mission Bay Hospital, Civil Master Plan, San Francisco

Strawberry Creek Culvert Repair, Berkeley

Wildcat Canyon Road Culvert Rehabilitation & Drainage Enhancement, Berkeley



Josh Woelbing PLS, sUAS RP

Principal, Land Surveying

Josh has nearly 25 years of experience providing surveying services for residential and commercial developers, local and national corporations, and municipal, state, and federal agencies. He currently manages and coordinates surveying engagements related to topography, boundary resolution, and various mapping products, such as Records of Survey, Parcel Maps, corner records, and legal descriptions. As a licensed sUAS Remote pilot, Josh pioneered the firm's drone surveying program, and also specializes in photogrammetry and aerial mapping. Dedicated to his craft, Josh is involved in local chapters of CLSA and is a member of the PLS Exam Development Committee for the State of California.

EDUCATION

Certificate - Land Surveying & Civil Engineering Program, Santa Rosa Junior College

California Land Surveyors Association Professional Development Program - Certified 2017-2018

REGISTRATION

Professional Land Surveyor California No. 9387

CERTIFICATIONS

sUAS Remote Pilot License Certificate No. 4117625

AFFILIATIONS

California Land Surveyors Association (CSLA), Marin

- 2021 - 2023 Chapter President
- 2018 - 2020 Chapter Secretary
- 2017 - 2020 Professional Development Program
- 2018 - 2019 Professional Practices (Regional QA/QC) Committee Member

Board of Professional Engineers & Land Surveyors (BPELS)

- 2017 - present PLS Exam Development Committee Member

RELEVANT EXPERIENCE

City of San Leandro On-Call Civil Engineering & Land Surveying Consulting Services

County of Solano On-Call Architectural, Engineering, and Technical Support Services

City of Richmond On-Call Project Management & Surveying Services

City of Richmond Landscape On-Call

City of Vallejo Civil and Surveying On-Call Services, Vallejo

County of Marin On-Call Land Surveying Support

Marin County Flood Control & Water Conservation District On-Call Surveying Services

City of Napa On-Call Land Surveying Support

Town of Los Altos Hills On-Call Surveying

City of Pinole Engineering Assistance On-Call Support

On-Call Land Surveying, City of Dublin

2022 Marin Highway Safety Improvement Program Cycle 10 Accessibility Upgrades, County of Marin Public Works Department

Sonoma-Marin Area Rail Transit District Real Estate Support On-Call Services

Village Parkway Reconstruction Survey, Dublin

Third Street Enhancement and Traffic Calming Surveying and Monument Preservation, San Rafael

Ferry to Bridge Complete Street Surveying, Richmond



Mike Vidra PE, QSD/QSP, sUAS RP, LEED AP

Principal, Civil Engineering

Mike is a seasoned civil engineer with nearly two decades of experience shaping infrastructure across the San Francisco Bay Area. His expertise spans civil design for single- and multi-family residential developments, public healthcare facilities, educational institutions (K-14 through universities), and pedestrian and bicycle trails. With a strong focus on utility infrastructure, hydrology, and hydraulics, he specializes in integrating green infrastructure solutions into urban environments. Mike is known for his innovative approach to merging sustainability with functionality in complex projects.

EDUCATION

B.S. Civil Engineering, California State University, Chico

REGISTRATIONS

Professional Civil Engineer California, No. 76690

CERTIFICATIONS

QSD/QSP Certificate No. 23319

sUAS Remote Pilot License No. 4458384

LEED® Accredited Professional

Transportation Identification Worker Identification Credential

RELEVANT EXPERIENCE

UC Berkeley Art Museum and Pacific Film Archive, Berkeley

Tom Bates Regional Sports Center Phase I, Berkeley

Salesian Boys/Girls Club, San Francisco

Culture Works, Foster City

Chevron Main Auditorium & Arrival Improvements, San Ramon

Berkeley Fire Station 6, Berkeley

Mulford Marina Library, San Leandro

San Lorenzo Library, San Lorenzo

Fairmont Juvenile Justice Center, San Leandro

Mission Bay Park Improvements, San Francisco

Foundry Building Number 3, San Francisco

West Valley College Planetarium, Saratoga

Bay Area Headquarters Authority (BAHA), San Francisco

PG&E Vacaville Critical Operations Center, Vacaville

Comcast Regional Headquarters, Livermore

Santa Rita Jail Accessibility, Alameda County

Shinsei Gardens, Alameda

Main Street Village Apartments, Fremont

Pillar Point Harbor Retail Center, Half Moon Bay

Hercules Waterfront Development, Hercules

Quarry Residences, Richmond

Walnut Creek Transit Village, Walnut Creek

Ohlone Community College Academic Core Buildings, Fremont

Brentwood Downtown Infrastructure, Brentwood

City College of San Francisco ADA Campus Improvements, San Francisco

Diablo Valley College: PE & Art Complex, Pleasant Hill

Contra Costa Community College District: New Science Bldg, San Pablo



Jessie Maran

Senior Project Manager, Urban Planning & Landscape Architecture

Jessie is a process-oriented strategist with over 25 years of experience in urban design, as well as communications and public engagement for built environment projects. In addition to her work to expand engineering thinking toward holistic community relationships, Jessie is an experienced visual communications specialist. Over her career, she has led the development of public engagement communications for a wide range of urban design, planning, and engineering projects with a focus on community collaboration in alternative transportation.

EDUCATION

M.S. Landscape Architecture, University of Arizona

B.A. Philosophy, University of Washington

RELEVANT EXPERIENCE

University Avenue Grand Corridor, East Palo Alto

Downtown Point Richmond Bicycle & Pedestrian Connectivity, Richmond

Neighborhood Complete Streets, Richmond

Del Norte Complete Streets, El Cerrito

Richmond Street Complete Street, El Cerrito

Wellness Trail, Phases I & II, Richmond

Richmond Parks Field Upgrades, Richmond

McNeil Park, San Pablo Neighborhood Complete Streets, Richmond

eBike Lending Library, Rich City Rides, Richmond

Miraflores Greenway and Interpretive Exhibits, Richmond

Staging Area Design Guidelines, Midpeninsula Regional Open Space District

Citywide Field & Courts Assessment Study, Richmond

Art, Safety, & Lighting Underpass Improvements, Richmond

West Glendale Sustainable Transportation & Land Use Study, West Glendale

El Sobrante Valley Parks Study, Contra Costa County

Meeker Slough Trail & Interpretive Signage, Richmond

Miraflores Sustainable Greenbelt, Historic Structures Preservation & Japanese American Confinement Sites Grant Project, Richmond

Lucretia Edwards Shoreline Park, Richmond

Olinda Park, Joint Use with Elementary School, Brea

Janice, Tiller, & Martin Luther King Jr. Parks, Richmond

Humbolt, Huntington, Monterey, Mendocino Play Lots

CSWST2 BILLING RATE SCHEDULE

Effective January 1, 2026 – December 31, 2026

ENGINEERING SERVICES HOURLY RATES

Senior Engineer	$213.00
Engineer III	$206.00
Engineer II	$185.00
Engineer I	$152.00
Engineer Technician	$139.00
Engineer Assistant	$107.00

SURVEYING SERVICES HOURLY RATES

Senior Surveyor	$213.00
Surveyor III	$206.00
Surveyor II	$185.00
Surveyor I	$152.00
Survey Technician	$139.00
Survey Assistant	$107.00
Two Person Survey Party	$361.00
Survey Party Chief	$234.00
Survey Chainman	$128.00
Survey Apprentice	$118.00
Aerial Drone Surveyor	$231.00

OTHER PROFESSIONAL SERVICES HOURLY RATES

Principal	$285.00
Associate Principal	$260.00
Senior Project Manager	$254.00
Project Manager	$240.00
Sr. Landscape Architect	$182.00
Landscape Architect	$166.00
Landscape Designer I	$124.00
Construction Manager	$249.00
Resident Engineer	$240.00
Field Engineer	$206.00
Technical Writer	$146.00
Graphic Illustrator	$139.00
Project Assistant	$107.00

- All expenses for transportation (mileage, bridge fare, etc.) will be charged at the Internal Revenue Service rate plus 10%.
- Filing fees, checking fees, prints, and other outside costs (such as agency submittal/ permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.
- Billing will be monthly net 30 days.



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6th Floor
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EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Jewish Heritage Month Proclamation

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO IN RECOGNITION & CELEBRATION OF JEWISH AMERICAN HERITAGE MONTH FOR THE MONTH OF MAY

WHEREAS, Jewish Americans have been an important part of the American story and have greatly contributed to all areas of American life and culture since our earliest days; and

WHEREAS, generations of Jewish immigrants have arrived in the United States fleeing persecution and seeking opportunity, and through resilience and determination, they built vibrant communities and enriched the American social fabric while advocating for civil rights, social justice, and democracy for all; and

WHEREAS, Jewish Americans were instrumental in historic movements such as the labor movement, the civil rights movement, and women's suffrage, with leaders like Rabbi Abraham Joshua Heschel marching alongside Dr. Martin Luther King Jr., and many others contributing to the fight for equality; and

WHEREAS, Jewish Americans have continued to face antisemitism, including a dramatic 344 percent increase in antisemitic incidents over the past five years- ranging from harassment to vandalism and violence- according to organizations that are careful to distinguish antisemitism from legitimate criticism of Israeli government policies; and

WHEREAS, the City of East Palo Alto recognizes the importance of standing in solidarity with the Jewish American community to condemn antisemitism and all forms of hate, ensure inclusive representation in civic life, and promote mutual respect and understanding; and

WHEREAS, we celebrate the rich and diverse heritage of the Jewish American community, including those who live, work, and contribute to the life of East Palo Alto- and recognize the importance of preserving and sharing their stories as part of our collective history; and

WHEREAS, on April 20, 2006, the federal government proclaimed May as Jewish American Heritage Month to acknowledge and celebrate the contributions of Jewish Americans to the United States.

NOW, THEREFORE BE IT RESOLVED THAT, the City Council of the City of East Palo Alto, State of California, hereby recognizes May 2025 as Jewish American Heritage Month in the City of East Palo Alto and encourages all residents to learn about and celebrate the diverse contributions of Jewish Americans, confront antisemitism in all its forms, and promote education that deepens understanding of Jewish American history and culture.

Dated: May 5, 2026

Webster Lincoln, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Asian American & Pacific Islander Month Proclamation

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO COMMEMORATING THIS PAST MONTH OF MAY 2025 AS ASIAN AMERICAN AND PACIFIC ISLANDERS (AAPI) MONTH

WHEREAS, the City of East Palo Alto supports for inclusion and belonging for people of all races, national origins, and ethnicities is critical to guaranteeing the enrichment of the lives of our community; and

WHEREAS, there are over 5.3 million Californians of Asian or Pacific Islander descent and they constitute the fastest-growing ethnic group in California and they strengthen every day through commerce, cultural exchange, immigration and the growth of our own Asian and Pacific Islander communities; and

WHEREAS, East Palo Alto is home to a large population of Tongan, Samoan, Fijian, and Indo-Fijian origin, the largest concentration of Pacific Islanders of any American city or town outside of the State of Hawaii; and

WHEREAS, more specifically East Palo Alto has one of the largest Tongan communities in the country outside of the Kingdom of Tonga; and

WHEREAS, the Tongan community have always been an important part of our community, having made substantial contributions towards making the City of East Palo Alto a more beautiful place to live throughout its history.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of East Palo Alto commemorates this May 2026 month as Asian America and Pacific Islanders Month.

Dated: May 5, 2026

Webster Lincoln, Mayor

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Proclamation of The City of East Palo Alto Affirming the City's Commitment to Combat Antisemitism

Recommendation

Present the proclamation.

Attachments

1. Proclamation

PROCLAMATION OF THE CITY OF EAST PALO ALTO
AFFIRMING THE CITY'S COMMITMENT TO COMBAT ANTISEMITISM

WHEREAS, antisemitism, including harassment and discrimination based on actual or perceived Jewish identity, ancestry, ethnicity, or faith, remains a persistent and growing concern in communities across the United States; and

WHEREAS, according to the Federal Bureau of Investigation (FBI) Hate Crime Statistics Report, anti-Jewish hate crimes consistently represent the majority of religion-based hate crimes in the United States; and
WHEREAS, antisemitic incidents have reached heightened levels in recent years, including threats and attacks directed at Jewish students, houses of worship, and community institutions; and

WHEREAS, antisemitism undermines public safety, destabilizes community cohesion, and erodes trust in civic institutions; and

WHEREAS, the City of East Palo Alto affirms its responsibility to protect all residents from bias-motivated harassment, discrimination, and violence, and recognizes that the safety and dignity of one community strengthens the safety and dignity of all; and

WHEREAS, effective prevention, monitoring, and response require clear and consistent definitions and frameworks; and

WHEREAS, in May 2016, the International Holocaust Remembrance Alliance (IHRA) adopted the Working Definition of Antisemitism, which has become an internationally recognized framework used by governments and institutions worldwide; and

WHEREAS, the IHRA Working Definition of Antisemitism provides practical guidance for identifying contemporary manifestations of antisemitism and has been widely adopted and utilized by federal agencies, states, municipalities, and law enforcement bodies across the country; and

WHEREAS, the use of the IHRA Working Definition of Antisemitism as an educational and analytical tool does not infringe upon rights protected under the First Amendment of the United States Constitution;

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of East Palo Alto unequivocally condemns antisemitism in all its forms and rejects the normalization of antisemitic rhetoric, stereotypes, harassment, discrimination, or violence; and

BE IT FURTHER PROCLAIMED that the City of East Palo Alto supports the use of the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism as a non-binding educational and analytical framework to help guide municipal training, policy development, and awareness efforts; and

BE IT FURTHER PROCLAIMED that the City encourages continued collaboration with community organizations, educational institutions, and interfaith partners to promote understanding, strengthen prevention efforts, and support the safety and well-being of all residents; and

BE IT FURTHER PROCLAIMED that nothing in this proclamation shall be construed to diminish constitutionally protected speech or lawful expression.

Dated: May 5, 2026

Webster Lincoln, Mayor

INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE

26 May 2016

IHRA non-legally binding working definition of antisemitism

Adopted by the IHRA Plenary in Bucharest

In the spirit of the Stockholm Declaration that states: "With humanity still scarred by …antisemitism and xenophobia the international community shares a solemn responsibility to fight those evils" the committee on Antisemitism and Holocaust Denial called the IHRA Plenary in Budapest 2015 to adopt the following working definition of antisemitism.

On 26 May 2016, the Plenary in Bucharest decided to:

Adopt the following non-legally binding working definition of antisemitism:

"Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities."

To guide IHRA in its work, the following examples may serve as illustrations:

Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for "why things go wrong." It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitic acts are criminal when they are so defined by law (for example, denial of the Holocaust or distribution of antisemitic materials in some countries).

Criminal acts are antisemitic when the targets of attacks, whether they are people or property – such as buildings, schools, places of worship and cemeteries – are selected because they are, or are perceived to be, Jewish or linked to Jews.

Antisemitic discrimination is the denial to Jews of opportunities or services available to others and is illegal in many countries.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Jeff Liu, Chief of Police

SUBJECT: Police Dispatch Services

Recommendation

Adopt a resolution:

1. Authorizing the City Manager to award, negotiate and execute a four-year agreement with San Mateo County Public Safety Communications (PSC), in a form approved by the City Attorney, for the continued provision of Public Safety Dispatch services in an amount not to exceed $6,267,298;

2. Finding that the proposed action is exempt from the City's Purchasing Ordinance pursuant to the East Palo Alto Municipal Code Section 2.84.060 (Exemptions), subdivision (B)(17) (Exemptions Established By Law) (common law); and

3. Finding that the proposed action is exempt from the California Environmental Quality Act (CEQA) as not a "project" pursuant to sections 15378(b)(2) and 15378(b)(4) because it is a governmental administrative or fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

Executive Summary

PSC has provided public safety dispatch services for East Palo Alto for many decades and has continued service at the 2022 rate despite the contract's expiration. A 2025 RFP for public safety dispatch services produced two proposals from neighboring agencies proposing costs more than double current expenses, leading the Police Department to terminate the RFP process. PSC has since submitted an offer to continue services at a more reasonable rate.

Staff recommends approving a four-year contract with PSC to ensure reliable and cost-effective dispatch operations.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Public Health, Safety, and Quality of Life

Background

Since 1987, San Mateo County Public Safety Communications (PSC) has provided public safety dispatch services to the East Palo Alto Police Department.

In 2022, the latest City contract with PSC expired. PSC has continued to deliver uninterrupted service at the prior rate of $1,002,519 annually with no increases.

On August 22, 2025, the Police Department issued a request for proposals (RFP) to evaluate alternative dispatch service providers. The City received two proposals from dispatch centers within San Mateo County; however, the proposals would have more than doubled the City's current expenses for dispatch services. PSC did not submit a proposal because it could not meet the technical requirements of the RFP. Due to the significant increase in projected expenses, the Department elected to terminate the RFP process.

On March 16, 2026, PSC submitted an offer to continue dispatch services. The City entered negotiations with PSC regarding service deliverables. Though PSC still does not meet our preferred technical requirements, PSC now offers a work-around that meets the City's needs.

Analysis

Public Safety Communications (PSC) provides East Palo Alto with essential 24-hour emergency communications and law enforcement dispatch services, ensuring that 911 calls are promptly answered and that high-priority police, fire, and medical incidents are dispatched within established response time standards. PSC's services include call taking, radio dispatch, supervisory oversight of shift operations, system maintenance, and management support necessary to sustain uninterrupted emergency response capabilities.

In addition to its work for East Palo Alto, PSC also provides dispatch services for all fire and ambulance agencies countywide as well as for the San Mateo County Sheriff's Office, Probation, Daly City Police, and Broadmoor Police.

These services are critical to maintaining safe neighborhoods and ensuring that residents and visitors receive efficient, reliable, and coordinated emergency response at all times.

Since 1987, PSC has provided dispatch services to the East Palo Alto Police Department. Their continued service since the 2022 contract expiration has ensured emergency communications

without operational disruption.

The 2025 RFP process demonstrated that alternative providers would significantly increase the City's dispatch service costs, with both proposals doubling our current annual expense. No provider offered a cost-competitive alternative that met the City's service needs. Accordingly, staff decided to terminate the RFP process and negotiate with PSC the possible continuation of services.

PSC's proposal provides the most cost-effective option available while maintaining service continuity, familiarity with local operations, and seamless integration with regional public safety communications systems. Transitioning to a new provider would require substantial implementation time, retraining, and system adjustments, creating operational risk and additional costs not reflected in the competing proposals.

Based on the comparative cost analysis, operational considerations, and PSC's long-standing performance, staff recommend entering into a four-year agreement with PSC.

Under common law, a local agency may dispense with public bidding where doing so would not be in the best interests of the local agency, or would otherwise be undesirable, impractical or impossible. (*See e.g.*, *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 635-37.) City staff's initial attempt at issuing an RFP has revealed that it re-bidding the contract would not be in the best interests of City as the number of options in San Mateo County is limited, and it is unlikely rebidding will bring out more proposals. Accordingly, staff is recommending that the Council exempt this purchase from the City's Purchasing Ordinance as it recognizes exemptions under existing law, which includes common law.

Fiscal Impact

The table below summarizes the not-to-exceed amount of **$6,267,298**, over the four-year term beginning fiscal year (FY) 2026-2027:

FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 (cont on April pmt)	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
$1,002,519	$1,002,519	$1,002,519	$1,002,519	$1,498,054	$1,542,995	$1,589,285	$1,636,964
PAID	PAID	PAID	PAID				

The cost for FY2026-27 is included in the requested 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 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 involves a competitively bid contract.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Resolution
    1. Public Safety Communications quote

RESOLUTION NO. XX – 2026

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

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FOUR-YEAR AGREEMENT WITH SAN MATEO COUNTY COMMUNICATIONS FOR PUBLIC SAFETY DISPATCH SERVICES IN AN AMOUNT NOT TO EXCEED (NTE) $6,267,298

WHEREAS, San Mateo County Public Safety Communications (PSC) has provided public safety dispatch services to the City of East Palo Alto since 1987; and

WHEREAS, the City's prior contract with PSC expired in 2022, and PSC has continued to deliver dispatch services at the prior annual rate without annual increases; and

WHEREAS, in 2025, the Police Department issued a Request for Proposals (RFP) for dispatch services, and the two proposals were received from neighboring dispatch centers, each reflecting costs more than double the City's current annual expense, leading the department to discontinue the RFP process; and

WHEREAS, in 2026, at the City's request, PSC submitted a proposal to continue dispatch services, which, based on comparative cost and operational continuity, represents the most practical and fiscally responsible option for the City; and

WHEREAS, the action to authorize a dispatch services agreement is not a "project" under the California Environmental Quality Act because it is a governmental administrative or fiscal activity that does not involve a commitment to any specific project with potential environmental impact, pursuant to CEQA Guidelines sections 15378(b)(2) and 15378(b)(4);

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

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

2. Authorizes the City Manager to negotiate and execute a four-year contract with San Mateo County Communications, in a form approved by the City Attorney, for Public Safety dispatch services for an amount not to exceed (NTE) $6,267,298;

PASSED AND ADOPTED this 5th day of May 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

COUNTY OF SAN MATEO
PUBLIC SAFETY COMMUNICATIONS

Christine Hollender
Business Manager

Public Safety Communications
501 Winslow Street, PSC 100
Redwood City, CA 94063-1662
650-363-4135 – T
650-381-4423 – C
chollender@smcgov.org

March 16, 2026

MEMORANDUM
(via email)

To: Jeff Liu, Police Chief, East Palo Alto Police Department
From: Christine Hollender, Business Manager, Public Safety Communications

Dear Chief Liu,

Thank you for your patience as I have been delayed responding. In regard to the pricing proposal, we are pleased to offer this pricing in terms of our new agreement, should we continue our partnership. As you pointed out, Fiscal Year 2025-26 will be ending June 30 and we are so far into budget cycle that it makes sense to start fresh with the new Fiscal Year July 1. The contract term, however, will begin July 1, 2022 so we have continuity from the last contract. We will consider your agency fully paid for FY 2025-26 once the second installment is made by our Controller's Office in April.

FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 (cont on April pmt)	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
$1,002,519	$1,002,519	$1,002,519	$1,002,519	$1,498,054	$1,542,995	$1,589,285	$1,636,964
PAID	**PAID**	**PAID**	**PAID**				

I have included the amounts already paid by your department for Fiscal Years 2022-2026. Please feel free to reach out to Director Claire-Espino or me if you have additional questions.

Best,
Christine

cc: Natasha Claire-Espino, Director PSC
Ametrius Sidney, Deputy Director PSC

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Denise J. Garcia, Assistant to the City Manager
Shiri Klima, Assistant City Manager

SUBJECT: Execute the updated Animal Control Services Agreement with County of San Mateo for the period July 1, 2026 – June 30, 2029

Recommendation

Adopt a resolution:

1. Approving the updated three-year Animal Control Services Agreement between the City of East Palo Alto and County of San Mateo for the continued supply of animal control, shelter, veterinary, and animal licensing services, which will cost the City of East Palo Alto approximately $2,454,279;

2. Authorizing the City Manager to execute the updated agreement once finalized by the County;

3. Finding that the proposed action is exempt from the City's Purchasing Ordinance, codified at East Palo Alto Municipal Code Section 2.84.060(B)(10)(Contracts with Other Governmental Entities); and

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

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

- Priority: Public Health, Safety, and Quality of Life

Background

Animal control has been one of the longest running regional/shared services in San Mateo County. Since 1952, the County has contracted with the Peninsula Humane Society & SPCA (PHS) for animal control field and sheltering service. All 20 cities in the County have in turn contracted with the County for these services. Historically, cities have taken advantage of the economies of pooling resources in order to realize lower costs for services than each city could likely achieve by providing its own services.

PHS provides animal control services in a County-owned 45,000 square foot building at 12 Airport Boulevard in San Mateo. The mandated animal control service functions, which occur at the Airport Boulevard facility, include: receiving and housing stray animals; serving as the location for the public when looking for lost pets or surrendering animals; sheltering animals; spay/neuter clinic; and, vaccination clinic. For public convenience, licensing, micro-chipping, veterinary care and animal behavior work, and field services staff are at this location and respond to calls for service in the community.

On January 5, 2021, the County released a request for proposals to 71 organizations for an Animal Care, Control and Shelter Services Contractor serving San Mateo County. Two contractors submitted proposals on February 18, 2021 (Peninsula Humane Society & SPCA and Partners in Animal Care & Compassion/Pets in Need).

On March 4, 2021, a review committee composed of nine reviewers including a Deputy County Manager, a San Mateo County Fiscal Officer, five reviewers from various San Mateo County cities, and subject matter experts from Los Angeles and San Bernardino evaluated the proposals. The evaluation determined that both proposals were acceptable; however, Peninsula Humane Society & SPCA (PHS) scored higher overall.

Contract negotiations with PHS started March 24th. The negotiating team included the County Manager, County Counsel, the County Animal Control Manager, and six city representatives.

Analysis

Animal Control services provided by PHS by the current contract will conclude on June 30, 2026; however, there is a clause in the contract that reads as follows:

1. Term

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control

services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

The County has met with the President of PHS, and both parties agree to extend the Animal Care and Control Services contract for another three years until June 30, 2029.

The PHS contract was developed in concept and reviewed by a working group of County managers, City Managers, and other interested city participants (e.g., personnel from some Police Departments). The San Mateo County City Managers Association (SMCCMA) has also established a standing committee to do an in-depth review of the contract, performance audits, cost sharing formulas, and strategic direction for provision of countywide animal control services. The SMCCMA committee was directly involved with the County during contract negotiations and had a seat at the table with PHS and the County hammering out the final outcome.

The contract has performed effectively, providing the cities with reliable animal control services and significantly reducing the number of complaints compared to previous years.

Provisions of the Amendment:

Only a few modifications have been made to the agreement, as outlined below:

4.1.a The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$6,189,290.95
2022-23	$6,327,480.28
2023-24	$6,499,455.67
2024-25	$6,674,024.00
2025-26	$6,858,739.01
2026-27	$7,037,138.11
2027-28	$7,220,177.44
2028-29	$7,407,977.72

This is less than a 3% increase a year for the contracted animal control services, and this cost will be passed onto our City.

Section 4 County Responsibilities under 4.1 of the agreement are amended to read as follows:

4.1.b The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract PetData for approximately $1,096,827 for five years, which is $219,365 yearly and which will end on June 30, 2027).

Current Contract 2022-2027	Amount
One year license	$4.28 per license
Multi-year license	$4.28 for the first year and $2 for each additional year
Late fees collected	$2.50 collection service fee for each license
Replacement tags	$4.28 per tag
Bank and supply fees	Actual cost

Section 4 County Responsibilities under 4.2 of the agreement is amended to read as follows:

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$790,835
2022-23	$790,375
2023-24	$814,086
2024-25	$822,227
2025-26	$846,894
2026-27	$872,301
2027-28	$898,470
2028-29	$925,424

Section 4 County Responsibilities under 4.3.j has been removed from the agreement.

This section was to arrange a performance audit or fiscal assessment of the Animal Control Contractor PHS. The County released an RFP in January to find a vendor to perform an audit of PHS and felt that it would not be fiscally responsible to turn around within three years and conduct another audit within three years and would wait until the new contract in 2027 and write it into the new contract. This is the reason for removal.

Section 5 General Provisions under 5.8 Term and Termination of the agreement is amended to read as follows:

> **5.8 Term and Termination**. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2029.

Dates and a few word changes are the only the edits that have been made in this agreement.

Cost Sharing Structure

Under the cities and County agreement, costs are allocated based on each City's proportionate shared determined by three-year average of filed services (taking up 41% of city cost) and three-year average of shelter usage (taking up 59% of city cost). Each city pays its net program costs, calculated by the County. Licensing revenue is collected in the prior year and is deducted from each city's share.

East Palo Alto's share for FY2026-27 is estimated at 10.42% of the countywide program cost, net of license revenues, totaling $689,683. This represents the third-highest share among the 20 participating cities (see Attachment 3 for a detailed cost estimate). Historically, the City's share has increased by approximately 8% annually. Based on this trend, staff estimates a total cost of approximately $2,454,279 over the proposed three-year contract term.

The County provides updated annual cost estimates each spring. If future projections differ significantly from the assumptions presented in this report, staff will return to the City Council with updated information and recommendations.

Fiscal Impact

This item has an impact of $689,683 for fiscal year 2026-2027. Staff estimates a total cost of approximately $2,454,279 over the proposed three-year contract term Funds will be requested through FY2026-27 Police department 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 does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

Government Code § 84308

Applicability of Levine Act: No, as it involves an agreement between two governmental entities.

Analysis of Levine Act Compliance: Not applicable.

Attachments
Attachment 1 – Agreement
Attachment 2 – Amended Agreement
Attachment 3 – Letter to the Cities
Attachment 4 – Cost Estimates
Attachment 5 - Resolution

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE FOR FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES

THIS FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT, hereinafter called "Agreement", entered into this first day of July, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a "City" and collectively called the "Cities";

WITNESSETH

WHEREAS, the Cities have passed and are responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Cities; and

WHEREAS, the Cities and County, hereinafter collectively called "Parties", wish to enter into a written agreement for animal care and control, shelter services, and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

WHEREAS, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

WHEREAS, the Cities desire the County facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026; and

WHEREAS, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

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

Exhibit A— Contract Areas
Exhibit B— Proportionate Share of Cost
Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA
Attachment 2 - Agreement between County of San Mateo and PetData Inc.
Attachment 3 - Memorandum of Agreement Regarding Funding For Construction Of An Animal Care Shelter

2. Definitions

2.1 **Administrative Costs:** The actual costs, including, but not limited to, salaries, benefits, dispatch, and equipment maintenance, incurred by the County to administer the Animal Control Program and Animal Licensing Program as outlined in this Agreement in an effort to facilitate a coordinated countywide system.

2.2 **Animal Control Contractor:** The contractor selected as set forth in Section 5.2 of this Agreement, which is specifically charged with providing services and enforcing laws relating to h animal care and control, shelter services and animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.3 **Animal Control Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

2.4 **Animal Control Services Agreement or Services Agreement:** Agreement in which the Animal Control Contractor agrees to perform on behalf of Parties and the County agrees to compensate, using County and City funds, the Animal Control Contractor for performance of certain

specified animal care, animal control, and shelter services as provided for in this Agreement.

2.5 **Animal Licensing Contractor:** The contractor as set forth in Section 5.2 of this Agreement, which is specifically charged with administering and enforcing laws dealing with animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.6 **Animal Licensing Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction.

2.7 **Animal Licensing Services Agreement:** Agreement in which the Animal Licensing Contractor agrees to perform on behalf of the Parties and the County agrees to compensate, with County and City funds, Animal Licensing Contractor for performance of certain specified animal licensing services as provided for in this Agreement.

2.8 **City or Cities:** Any or all of the cities listed in Exhibit A, attached and incorporated by reference herein.

2.9 **Holidays:** Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts.

2.10 **Impounded Animal:** An animal that has been picked up by Animal Control Contractor, other public employee or officer, or by a private citizen and deposited at the County animal shelter.

3. Each City's Responsibilities

3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Animal Control Contractor at the County animal shelter or held in a humane way at a designated holding area until it can be picked up by Animal Control Contractor.

3.2 **Uniform Ordinances and Citation Authority.** This Agreement is based on an expectation that each City will adopt and maintain animal control ordinance(s) which are substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as they currently exist or maybe amended by County from time to time, to be effective within each City's territorial limits. The

fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290, as may be amended by County from time to time, of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

City acknowledges that the County plans to amend its animal control ordinances, with the goal for adoption within the next twelve (12) months.

Enforcement of provisions of any City's ordinance to the extent that it differs substantially from the County Ordinance, as amended by County from time to time, and results in an increase to Animal Control Contractor's costs, shall be reimbursed directly by the City requiring additional services, as negotiated between the City requiring additional services and the Animal Control Contractor. Provision of services under the Animal Control Services Agreement shall take priority over such additional services provided separately pursuant to this Section.

3.3 **Designation of Animal Control & License Revenue Collector.** Each City hereby designates the Health System of the County or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City.

3.4 **Permits for Public Events.** Each City shall request input from the Animal Control Contractor prior to issuing permits for public exhibitions and events which include animals. The Animal Control Contractor is entitled to recover costs directly from the City in which exhibition or event will be located which relate to staffing that may result during or after the exhibition or event. Such costs will be collected by the Animal Control Contractor based on a fee schedule approved by the City in which the event is taking place, or as agreed between the Animal Control Contractor and the individual City. Any agreement with the Animal Control Contractor will require expeditious review of permits and input to the City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.

3.5 **City Liaison.** Each City shall designate a representative to act as a liaison for animal control and licensing administration and enforcement issues for when County requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.

3.6 **Defense of Dangerous/Vicious Animal Determinations, Spay/Neuter Requirements, and Service Animal Designations.**

Parties acknowledge that each City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious

Animal, Spay/Neuter, and Fancier Ordinances, including but not limited to providing hearing officers and a location for the hearings. The cost to hold the hearing will be the sole responsibility of each City and collection of the hearing fee, based on the City's fee ordinance, will be collected and retained by the City.

However, the Parties agree that, at a City's option and for its convenience, a City may utilize County offices and/or the services of the County hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of each City's Dangerous and Vicious Animal Ordinance, Spay/Neuter Hearings under the provision of each City's Spay/Neuter Ordinance, and/or Fancier Hearings under the provision of each City's Fancier Ordinance. The hearing fee, based on the City's fee ordinance, will be collected from the person requesting the hearing by the County under the terms of this Agreement, if possible. If such fee is not collected, the City shall remain responsible for such costs.

The Parties also recognize that in the event a City elects to utilize the services of a County hearing officer, the City remains solely responsible for the defense of any appeal of or challenge to an administrative decision rendered by the hearing officer. Further, the City remains responsible for any claims, damages, costs or other losses resulting from any decision, act or omission of the hearing officer acting in the course and scope of his or her capacity as hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal hearings, decisions or findings; Spay/Neuter requirements, hearings, decisions or findings; and/or Fancier requirements, hearings, decisions or findings made under each City's ordinances.

Furthermore, the Parties agree that, at a City's option and for its convenience, County offices will issue Service Animal tags and Breeder/Fancier Permits on behalf of each City upon County's determination that such tag or permit shall be issued on behalf of the City. Each City shall remain responsible for the decision to issue or not issue a Service Animal tag and/or issue or not issue a Breeder or Fancier Permit and shall remain responsible the defense of any action or claim and payment of any claims, damages, costs, or other losses resulting from such decision.

3.7 In consideration of the services that will be coordinated and facilitated by County and provided by the Animal Control Contractor and Animal Licensing Contractor in accordance with all terms, conditions, and specifications set forth herein, and in the exhibits and attachments incorporated by reference herein, each City shall pay County based on

the rates and in the manner specified below.

Proportionate Share of Costs. Each City's proportionate share of the cost of services ("Proportionate Share of Costs") provided under this Agreement shall be calculated as a percentage representing:

a. That City's percentage of total field services provided, averaged over the prior three calendar years;

b. That City's percentage of total shelter services provided, averaged over the prior three calendar years;

c. With field services weighted at 41% and shelter services weighted at 59%.

Net Program Costs. Each City shall pay the net program costs attributable to that City ("Net Program Costs") which will be calculated as follows:

a. Determine total expenses for all services including Administrative Costs as defined in Section 2 of this Agreement and Animal Control Contractor and Animal Licensing Contractor costs;

b. Subtract all revenue received, not including licensing revenue;

c. Attribute the balance to each City based on that City's Proportionate Share of Costs.

d. Subtract from each City's share of the balance the actual licensing revenue collected for that City during the previous calendar year.

Annual Invoices. Each City will be invoiced for its Net Program Costs as follows:

a. The County will calculate each City's Proportionate Share of Costs, estimate Net Program Costs for the following fiscal year (July 1 – June 30), and will send an estimated invoice containing that information to each City no later than March 31st of each year;

b. The County will send a final invoice ("Final Invoice") based on **actual** Net Program Cost to each City no later than December 15th of each year; and

c. Each City shall pay the County the amount shown on the Final Invoice no later than February 28th of each year.

4. County Responsibilities

4.1 Payments to be paid to Animal Control Contractor and Animal Licensing Contractor by the County and each City are as follows:

a. The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$6,189,290.95
2022-23	$6,327,480.28
2023-24	$6,499,455.67
2024-25	$6,674,024.00
2025-26	$6,858,739.01

b. The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately $192,000).

Current Contract 2016-2021	Amount
One year license	$4.28 per license
Multi-year license	$4.28 for the first year and $2 for each additional year
Late fees collected	$2.50 collection service fee for each license
Replacement tags	$4.28 per tag
Bank and supply fees	Actual cost

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$790,835
2022-23	$790,375
2023-24	$814,086
2024-25	$822,227
2025-26	$846,894

4.3 In consideration of the payment provided for in Sections 3.7 and 4.2, the County shall, for the administrative convenience of the Cities and for the purpose of coordinating animal services countywide, provide the additional following administrative services:

a. Work with the City Attorney, designated City liaison or City Manager of each City on any issues that require input from the City, including, but not limited to, during and following the administrative hearing process.

b. Collect, maintain, and report available data as requested by each City, including, but not limited to, annual Performance Measures.

The Animal Control Program Manager or designee will monitor the performance of the Animal Control Contractor and Animal Licensing Contractor and will notify the City Liaison if there is a deficiency in service found. A meeting will be scheduled with Contractor and City liaisons to discuss a plan to correct the service deficiency.

c. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.

d. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders.

e. Provide dispatch services for after-hours/holiday calls for animal control and licensing.

f. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA – Attachment M - County-Owned Radio Equipment.

g. For the convenience of the Cities, provide animal licensing tags for dogs, cats, animals held under a Dangerous Permit, and animals designated as Service Animals.

h. For the convenience of the Cities, make reasonable attempts to collect and provide collection services for:

1. Animal control fees that are deemed uncollectable by the Animal Control Contractor after reasonable efforts by the Contractor to collect; and

2. Licensing fees that are deemed uncollectable by the Animal Licensing Contractor after reasonable efforts by the Contractor to collect; and
3. Any other fees for services provided to each City under the terms of this Agreement.

The County's cost to provide collection services will be included in the administrative cost to facilitate this Agreement. The Cities acknowledge and agree that the County is not responsible for any fees that remain uncollected after reasonable efforts are made to collect. In the event that a City determines that additional collection efforts are warranted, it may undertake such efforts at its own expense. Any shortfall in revenues caused by uncollected fees shall be the responsibility of all Cities based on the proportionate share of costs.

i. Annually provide each City with the audit report required and completed as outlined in Attachment 1.

j. Annually, arrange and oversee a performance audit or fiscal assessment following the, Generally Accepted Government Auditing Standards (GAGAS) to assess whether the Animal Control Contractor is achieving efficiency and effectiveness in performance of the services provided and provide a copy of the performance audit to the Cities. The parameters of the audit and cost will be determined by a subgroup of all Parties through a County Request for Proposal process. Cities will be invoiced for the actual cost of said audit as outlined in Section 3.7 (estimate cost of $81,000 has been added to the administrative cost table in section 4.2).

k. For Spay/Neuter Assistance Vouchers:
1. Allocate one dollar from each annual license fee paid for a dog or cat to:
    i. When funds are available as determined by the County, assist pet owners and feral cat advocates with the cost to alter the dogs, cats, and feral cats that reside in the County on a county wide basis; and

    ii. As funds are available as determined by the County, execute outreach efforts to educate residents on the responsibilities of owning a pet and the importance of altering, vaccinating, and licensing all dogs and cats.

2. Issue, monitor and maintain a dog, cat, and feral cat database, allocating funds to the appropriate category of need based on the public's requests.

l. Pursuant to Section 3.6 of this Agreement, under the guidelines of the US Department of Justice and the Americans With Disabilities Act's definition of "Service Animal" for the administrative convenience of each City, and acting as a representative of each City, issue Service Animal tags on behalf of each City upon determination by the County on behalf of the City that such tag shall be issued.

m. If each City's ordinance so authorizes and the City so requests, review and process each City residents' requests and maintain files for Breeders and Fanciers Permits.

n. Dangerous Animal Designations:
   1. Issue Dangerous Animal tags when an animal has been so designated by a peace officer employed by any City or County or the Animal Control Contractor as such; and
   2. The County will invoice annually and make reasonable efforts to collect applicable fees for Dangerous Animal Permit holders; and
   3. Monitor data received from Animal Control Contractor; and
   4. Send monthly updated reports to each City's representative.

o. Pursuant to Section 3.6, for the administrative convenience of each City, and acting as a representative of each City, conduct administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable City's ordinance.

p. Pursuant to Section 3.6, for the administrative convenience of each City and acting as a representative of each City, conduct mandatory spay/neuter and/or fancier permit administrative hearings under the guidelines of the applicable City's ordinance, if any.

q. Provide in-person customer service at a minimum of two County locations that are open during normal business hours to enable residents the ability to obtain animal licenses and/or permits for all dogs and cats.

r. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.

s. Receive, import, and export licensing and vaccination information from the Animal Licensing Contractor into the Animal Control Contractor database and vice versa on a weekly basis.

t. Under the guidance of the County's Health Officer, review and process requests from pet owners to exempt their pet from the requirement to obtain an anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.

u. Invoice animal owners pursuant to the County Fee Schedule 6.04.290, and similar City fee schedules, following a bite incident that requires a quarantine of said animal.

5. General Provisions

5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.

5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society and SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

Shelter Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Field Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Veterinary Medical Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Operations. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

5.3 **Animal Shelter**.
The Parties acknowledge:
1. That the new Animal Care and Control Shelter has been constructed and Contractor Peninsula Humane Society & SPCA is and will be occupying it for the term of this Agreement in order to provide animal

control services as set forth in Attachment 1.

2. The Parties have previously entered into a Memorandum of Agreement regarding Funding of Construction of an Animal Care Shelter, dated September 9, 2014 ("Memorandum"), attached and incorporated as Attachment 3. The Parties agree that the total cost of the shelter construction project is being updated as provided by Section 2 of the Memorandum, and the Parties agree that, when available, County will provide to Cities the final total cost of the Shelter construction which will be paid proportionately by each City as provided by the Memorandum. Further, the Parties acknowledge and agree that the proportionate share of each City will be amended as provided by section 3 of the Memorandum. The Parties acknowledge that continued animal control and shelter services to a City as provided herein is contingent on that City approving any amended cost and paying its proportionate share, as previously agreed in the Memorandum".

5.4 **Facilities & Equipment.**

a. If the County chooses, at its own discretion, to replace equipment, at reasonable expense, but not to exceed $125,000, that is used by the Animal Control Contractor and/or the Animal Licensing Contractor solely for the purpose of providing services under this Agreement, Cities agree that they will be financially responsible for the purchase cost of said equipment based on their Proportionate Share of Cost.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the County Animal Care and Control Shelter located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services and/or the County chooses to replace equipment, at its own discretion, and the cost of said equipment exceeds $125,000, the Parties agree to meet in good faith to determine and agree which maintenance or repairs are required, whether or not such repair work shall be undertaken, or if said equipment should be replaced.

If the Parties terminate this Agreement or the Parties do not renew this Agreement, all Parties agree to be financially responsible in their Proportionate Share of Cost as set forth in Exhibit B for the remaining cost of any lease for vehicles or equipment used by the County's designated contractor solely for the purpose of providing services under this Agreement.

b. Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.

c. If Parties choose to terminate for reasons other than material breach of the Animal Control Contractor's Services Agreement or Parties choose not to renew the Animal Control Contractor's Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Animal Control Contractor solely for the purpose of the Animal Control Contractor's Services Agreement.

5.5 **Fiscal and Program Monitoring.** Each City agrees to participate annually with County to discuss financial or programmatic issues including, but not limited to, licensing activities, revenue sources, performance measures, and ordinance revisions. The County or any City may request a special meeting for this purpose and upon the provision of reasonable notice.

Any changes in the amount to be paid to the Animal Control Contractor or the Animal Licensing Contractor shall require the Board of Supervisors and the affected City's approval.

5.6 **Use of Program Revenue.** Each City agrees that all fees collected by the County and/or the Animal Control Contractor and the Animal Licensing Contractor, or both, for the purposes outlined in this Agreement shall be retained by the County and used to cover the cost of services provided under this Agreement, except for services provided directly by or for a City and where fees are collected by said City for services provided as described in Section 3.4 and 3.6 of this Agreement.

5.7 **Maintenance of Records.** Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by the County, through the Animal Control Contractor, and made available to the Cities. In addition, statistical information shall be provided on a monthly, quarterly and annual basis to the Cities summarizing various field enforcement and shelter activities occurring in each City and shelter activities initiated by residents of each City.

5.8 **Term and Termination**. Subject to compliance with all terms and

conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

5.9 **Amendments: Entire Agreement.** Amendments to this Agreement must be in writing and approved by the County Board of Supervisors and the governing body of each City. This is the entire Agreement between the Parties and supersedes any prior written or oral agreements inconsistent herewith.

This Agreement, including the Exhibits and Attachments which are incorporated herein by this reference, constitutes the entire Agreement of the Parties to this Agreement regarding the subject matter of this Agreement, and correctly states the rights, duties, and obligations of each party as of the Effective Date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations, whether oral or written, between the parties not expressly stated in this Agreement are superseded. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

5.10 **Controlling Law and Venue.** The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this

Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

5.11 **Additional Services.** Nothing contained herein shall preclude any City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement.

5.12 **Relationship of Parties.** The Parties agree and understand that the work/services performed or facilitated under this Agreement are performed or facilitated by an independent Contractor, and not by an employee of any City and that neither the County, its employees, the Animal Control Contractor, or the Animal Licensing Contractor acquire any of the rights, privileges, powers, or advantages of City employees, and vice versa; however, the County may act as an agent on behalf of each City where expressly set forth herein and, in such instances, each City shall hold harmless, indemnify and defend the County from and against any claims of any kind and/or actions for damages arising out of the County's actions undertaken on behalf of each City as set forth herein.

5.13 **Hold Harmless.**

a. Each City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries or death of any person or damage to any property of any kind whatsoever and whomsoever belonging which arise out of the performance or nonperformance of each City's covenants and obligations under this Agreement and which result from the negligent or wrongful acts of each City or its officers, employees, or agents, including, but not limited to, those claims, suits, or actions arising from activities performed by the County as a representative of the City as set forth in Sections 3.6 and 4.2.

b. The County shall hold harmless, indemnify and defend each City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or non-performance of the County's obligations

under this Agreement and which result from the negligent or wrongful acts of the County, its officers or employees. This provision requiring the County to hold harmless, indemnify and defend each City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of the Animal Control Contractor or the Animal Licensing Contractor, or their officers, employees or agents, under the services agreements with the County. Further, this provision requiring the County to hold harmless, indemnify and defend each City shall not apply to acts or omissions of the County done on behalf of each City in performing administrative tasks for the convenience of and as representative of each City, including but not limited to those set forth in Sections 3.6 and 4.2.

c. In the event of concurrent negligence of the County, its officers or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.

d. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that with respect to activities performed by the Animal Control Contractor or the Animal Licensing Contractor in the Cities' territorial limits, the County serves solely as a Contract Administrator and solely with respect to the specific obligations contained within this Agreement and the agreements between the County and the Animal Control Contractor and the Animal Licensing Contractor. Accordingly, in the event the County or the Cities are sued and the suit is related in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in a particular City or the Cities, the particular City or Cities, as the case may be, will hold harmless, indemnify and defend the County, and any other City that is named as a defendant in that suit from and against any and all claims, losses or costs. In the event a City or the Cities are sued and the suit relates in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in the unincorporated area of the County, the County will hold harmless, indemnify and defend the City or Cities named as a defendant or defendants in that suit from and against any and all claims, losses or costs.

e. The County agrees that in its Service Agreements with the Animal

Control Contractor, the County will require the Animal Control Contractor to indemnify each City to the same extent that the County is indemnified and to name each City as a third party beneficiary to the County's Agreements with the Animal Control Contractor and/or the Animal Licensing Contractor.

f. These indemnification and hold harmless clauses shall survive termination of this Agreement and shall apply whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5.14 **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, gender, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

5.15 **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:
Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing
Address: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2623
Email: lmorton-feazell@smcgov.org

5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirely except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Agreement may use it as the grounds for considering an Agreement which may be acceptable to those parties.

5.17 **Electronic Signature**. All Parties agree that this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo and the Parties understand and agree that electronic signatures shall be deemed as effective as an original signature.

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: June 29, 2021

Resolution No. 078244(b)

COUNTY OF SAN MATEO

President, Board of Supervisors

ATTEST:

By:

Clerk of Said Board

Dated: 5/21/2021

ATTEST:

Town of Atherton, Clerk

TOWN OF ATHERTON

Anthony Suber

By

Dated: 5/26/2021

ATTEST:

CITY OF BELMONT

Jozi Plut

City of Belmont, Acting City Clerk

By

Dated: May 20, 2021

ATTEST:

Ingrid Padilla
City of Brisbane, Clerk

CITY OF BRISBANE

By Karen Cunningham, Mayor

Dated: May 20, 2021

ATTEST: **CITY OF BURLINGAME**

City of Burlingame, Clerk By

Dated: 5/28/21

ATTEST:

Town of Colma, Clerk

TOWN OF COLMA

By Brian Dossey
City Manager

Dated: May 25, 2021

ATTEST:

Shawnna Maltbie

City of Daly City, Clerk

CITY OF DALY CITY

Shawnna Maltbie
City Manager

By

Dated: 6/10/2021

ATTEST:

City of East Palo Alto, Clerk

CITY OF EAST PALO ALTO

By

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Dated: 6/10/2021 | 8:38 PM PDT

ATTEST:

DocuSigned by:
Priscilla Schaus
6131E59FA33B4AB...
City of Foster City, Clerk

CITY OF FOSTER CITY

DocuSigned by:
Peter Pirnejad
164EDE2DBDF84F0...
By

DocuSign Envelope ID: 3B55F739-4464-4562-BBA5-88E24345BFE6

6/10/2021
Dated: _____

ATTEST:

Jessica Blair
_____
City of Half Moon Bay, Clerk

CITY OF HALF MOON BAY

Robert Brownstone
___
By Robert Brownstone, Mayor

Dated: June 14, 2021

ATTEST:

Town of Hillsborough, Clerk

TOWN OF HILLSBOROUGH

By

DocuSign Envelope ID: 1F99B457-1194-4991-9642-C4A0501F5517

Dated: 6/2/2021

ATTEST:

DocuSigned by:
39280A20D0BE491...
City of Menlo Park, Clerk

CITY OF MENLO PARK

DocuSigned by:
Starla Jerome-Robinson
6BD907BD261744C...
By

Dated: 6/10/2021

ATTEST:

City of Millbrae, Clerk

CITY OF MILLBRAE

By

THOMAS C. KILLIXTAD
CITY MANAGER

Dated: 5/27/2021

ATTEST:

City of Pacifica, Clerk

CITY OF PACIFICA

By

Dated: May 26, 2021

ATTEST:

Town of Portola Valley, Clerk

TOWN OF PORTOLA VALLEY

By

Dated: 5/26/21

ATTEST:

City of Redwood City, Clerk

CITY OF REDWOOD CITY

By

DocuSign Envelope ID: 006D8A51-5A86-4956-B621-8B573C1764CA

Dated: 6/4/2021

ATTEST:

DocuSigned by:
BE3120C2393B4DC...
City of San Bruno, Clerk

Melissa Thurman

CITY OF SAN BRUNO

DocuSigned by:
Jovan Grogan
7EF68586B744486...
6/4/2021
By

City Manager

Jovan Grogan

DocuSigned by:
Marc Zafferano
E0CB33C00A8B495...
6/2/2021

City Attorney

Marc Zafferano

DocuSign Envelope ID: 7D978B65-1C43-46B4-98C0-503B9D438706

Dated: June 2, 2021

ATTEST:

CITY OF SAN CARLOS

City of San Carlos, Clerk

By

Dated: 6/8/2021

ATTEST:

DocuSigned by:
9028A8DF460A4C5...

City of San Mateo, Clerk

DS

CITY OF SAN MATEO

DocuSigned by:
Drew Corbett
14E3085ED5C3440...

Dated: June 7, 2021

ATTEST:

CITY OF SOUTH SAN FRANCISCO

City of South San Francisco, Clerk

By

ATTEST: 6/8/2021

Cindy Avila, Assistant City Clerk

Dated: 5/26/2021

ATTEST:

Town of Woodside, Clerk

TOWN OF WOODSIDE

By

EXHIBIT A

CONTRACT AREAS

The following Cities have contracted for services pursuant to this Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

EXHIBIT B

PROPORTIONATE SHARE OF COST

FY 2021-22 Proportionate Share of Cost:

Atherton	0.70%
Belmont	2.58%
Brisbane	0.90%
Burlingame	3.74%
Colma	0.53%
Daly City	10.13%
East Palo Alto	8.70%
Foster City	2.15%
Half Moon Bay	2.50%
Hillsborough	1.16%
Menlo Park	4.59%
Millbrae	1.92%
Pacifica	5.07%
Portola Valley	0.37%
Redwood City	12.55%
San Bruno	6.09%
San Carlos	3.15%
San Mateo	15.61%
South San Francisco	10.27%
Woodside	1.03%
County	6.27%

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Agreement No. _____

AGREEMENT FOR ANIMAL CARE AND CONTROL SERVICES BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION

This Agreement is entered into this first day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Peninsula Humane Society & SPCA, a California Nonprofit Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to statutory authority including but not limited to, Section 31000 of the California Government Code, Section 31106 of the Food and Agriculture Code, and Sections 14501 and 14503 of the Corporations Code, County may contract with independent contractors for the furnishing of animal care, control and shelter services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Animal Care, Control, and Shelter services to the County and participating cities as set forth in this Agreement for Animal Care and Control Services ("Agreement").

Therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

Exhibit A – Services
Exhibit B - Payments and Rates
Exhibit C– Excluded Services
Exhibit D – Contract Areas (County and Participating Cities)
Exhibit E – Fees to be Collected for Services Provided
Exhibit F – Five-Year Budget
Attachment H - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
Attachment I - Fingerprinting Certification Form
Attachment J - Rabies Algorithm
Attachment K - Animal Shelter Facility Use and Maintenance Agreement
Attachment L - Peninsula Humane Society Holidays
Attachment M – County-Owned Radio Equipment

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County and Participating Cities listed on Exhibit D in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, and the other Exhibits and Attachments incorporated by reference into this Agreement.

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3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and other Exhibits and Attachments incorporated into this Agreement, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Payments shall begin within 45-days after Contractor and County each execute this Agreement.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County exercises this right, it must first provide Contractor with a 30-day written notice of intent to withhold payment wherein County describes the nature of the unacceptable work and how Contractor's work fails to conform to the terms of this Agreement. If Contractor fails to remedy unacceptable work after having received thirty days prior written notice, then County may delay payment until the deficiency is corrected. However, if Contractor reasonably demonstrates that it is not feasible to remedy the unacceptable work within thirty days, Contractor shall have up to an additional thirty days to remedy the work before payment will be withheld.

In no event shall County's total fiscal obligation under this Agreement exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS ($32,548,989.91). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

5. Termination

This Agreement may be terminated by Contractor or County or designee at any time without a requirement of good cause upon 365 days' advance written notice to the other party. Contractor shall be entitled to receive payment for services provided prior to the effective date of termination of the Agreement. Such payment shall be the prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement. The Contractor shall have no right to or claim against the County or any Participating City for the balance of the contract amount.

In the event of a material breach of this Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within thirty (30) calendar days of the notice, except that if the breaching party reasonably demonstrates that it is not feasible to cure the breach within thirty (30) calendar days, the breaching party shall have the number of days

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beyond thirty (30) calendar days reasonably needed to cure the breach up to an additional thirty (30) calendar days.

In the event the breaching party does not cure the material breach within the applicable time period, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedies for such material breach. Termination is effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed prior to termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

6. Contract Materials

At the end of the term of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor in performance of services under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless and Indemnification

Contractor shall hold harmless and indemnify the County, and each Participating City listed in Exhibit D as third party beneficiaries of this Agreement, their officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of: injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

The duty of Contractor to hold harmless and indemnify as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

County shall hold harmless and indemnify the Contractor, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees.

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The duty of County to hold harmless and indemnify, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence. This provision shall survive termination of this Agreement.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability… $1,000,000

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(b) Motor Vehicle Liability Insurance… $1,000,000

(c) Professional Liability……. $1,000,000

County and its officers, agents, and employees and participating cities and their officers, agents and employees shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

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c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Final adjudication in an appropriate forum determining that a violation of the non-discrimination provisions of this Agreement occurred, shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager from among the following:

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i. termination of this Agreement; and/or
ii. liquidated damages of $2,500 per violation; and/or
iii. no penalty based on the County Manager determining that the incident does not warrant further action; and/or
iv. imposition of other applicable civil remedies and sanctions as provided by law.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for four (4) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County including additional audit requirements as set forth herein.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

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determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(d) County agrees that if any entity or person makes a request under the California Public Records Act (CPRA) or an analogous federal, state, or local law or regulation to the County or a Participating City, of which County is aware, for documents or records possessed by Contractor but not by the County or Participating City, relating to this Agreement, or documents that Contractor submitted in its response to the request for proposals related to this Agreement and marked confidential, or documents related to the negotiation, or finalization of this Agreement, County will notify Contractor of such request. If Contractor fails to respond within 72 hours, Contractor shall be deemed to stipulate that the requested documents are subject to disclosure pursuant to the request and Contractor shall immediately thereafter make copies of the documents available to the County or a participating City, as the case may be, for disclosure to the requesting party.

If Contractor responds to the County within 72 hours of such notice by the County and asserts, in writing, that exemptions to disclosure requirements under the CPRA apply, and the County or Participating City as applicable agrees that such documents are not subject to disclosure, in whole or in part, under the CPRA, Contractor shall provide a redacted copy of the documents for County or City to disclose in lieu of unredacted documents for any documents that must be disclosed. In the event that County or the Participating City disagrees with Contractor's position that any document or portion thereof is not subject to disclosure, in order to prevent disclosure of such documents, Contractor shall promptly and in any case within ten (10) calendar days of notice of the request, seek a protective court order for non-disclosure of any such records. If Contractor fails to obtain a protective order, such documents may be disclosed by County or City. Contractor shall indemnify and hold harmless County and Participating Cities for any damage, cost or loss caused by Contractor's decision to assert that such records are, whole or in part, not subject to disclosure.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

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17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Lori Morton-Feazell / Health Services Manager
Address:	225-37th Avenue, San Mateo, CA 94403
Telephone:	650-573-3726
Email:	lmorton-feazell@smcgov.org

In the case of Contractor, to:

Name/Title:	Anthony Tansimore / President
Address:	1450 Rollins Road, Burlingame, CA 94010-2307
Telephone:	650-340-7022 ext. 309
Email:	atansimore@phs-spca.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. **Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

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* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Peninsula Humane Society & SPCA, a California Nonprofit Corporation**

DocuSigned by:
Anthony Tansimore
AF55FF92D70C4C3...

Contractor Signature	Date	Contractor Name (please print)
	5/6/2021 | 4:03 PM PDT	Anthony Tansimore

COUNTY OF SAN MATEO

By: Resolution No. 078244(b)

President, Board of Supervisors, San Mateo County

Date: June 29, 2021

ATTEST:

By:

Clerk of Said Board

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Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. COMMON GOALS

A. All parties agree to work on updating a new animal control ordinance during the next 12 months to include the availability of administrative citations.

B. County and Contractor will provide Participating Cities (as defined in exhibit D to this Agreement) with information about the services provided by Contractor and excluded services. In the event the County receives a complaint from an official from a Participating City regarding the quantity or quality of services provided under this Agreement, the County will promptly forward such complaint to Contractor so that the parties may make good faith efforts to promptly resolve the issue and Contractor agrees to meet with officials from the County and/or Participating Cities as may be necessary to resolve such complaints.

II. POLICIES AND PROCEDURES

A. All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and Participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and Participating City representatives, with committee members to be designated by the County Manager or the County Manager's designee. The Contractor and committee members will work in good faith to resolve any differences or concerns regarding policies and procedures.

B. The Contractor must establish comprehensive written policies and procedures for proper care and handling of animals.

C. Such policies and procedures shall address all subjects encompassed by the scope of this Agreement, including shelter, veterinary care, and field services. Proper care includes but is not limited to, appropriate food and water, regular cleaning of kennels and cages, humane handling, veterinary care and a vaccination schedule including rabies vaccinations.

D. Contractor shall establish policies and procedures in accordance with the Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians, ASPCA, the Humane Society of the United States, and/or other currently accepted best practices for animal sheltering. Policies and Procedures shall focus on these areas:

1. Medical Health and Physical Well-Being
2. Euthanasia
3. Environment
4. Kennels/Cages
5. Capacity for Care
6. Behavioral Health

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E. Contractor shall develop a written disposal procedure, and the procedure shall provide for the weekly pick up of dead animals.

F. Contractor shall create a procedure compliant with California law to ensure that animals entering the County Shelter receive vaccinations, dewormer, flea control as appropriate for their species excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

G. Contractor shall have written policies and procedures on animal placement with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the County Shelter are not euthanized through redemptions, adoptions and transfers to other organizations. Policies and procedures should include guidelines for euthanasia. Terms used in this subsection are to be interpreted in accordance with currently enacted California law.

H. Contractor shall have a procedure addressing how Animal Control Officers will handle complaints and the procedure shall include a benchmark for the time it takes between receiving and closing a complaint.

I. Contractor shall have comprehensive written policies and procedures established for proper care and handling of animals to include emergency response procedures, how animals will be placed into vehicles, how animals will be protected from the heat and cold inside vehicles, and how vehicles will be clean and disinfected.

J. Contractor shall have and apply written disease prevention and response policies and procedures. Disease response procedures shall include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense of treatment and resources available for such treatment.

K. Contractor shall have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures shall address proper care of injured and sick animals and be

L. To the extent any of the terms of this Agreement are preempted by State law with regard to animal care, custody, transfer, euthanasia, and/or treatment, the parties agree that the terms of this Agreement shall continue to apply to full extent possible in conformity with State law.

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III. SHELTER SERVICES

A. Receiving animals

Contractor will:

1. Hold lost and stray animals for the requisite time period as required by State law or County ordinance or other applicable local ordinance prior to adoption, owner redemption, release to a partner organization, euthanasia, or other disposition.

2. Ensure that each animal's individual health status is evaluated and monitored beginning at intake and regularly thereafter. If the animal is too unsafe to handle to have its health status evaluated a visual evaluation may be done by staff.

3. Ensure all animals are scanned for a microchip and checked for other identification when entering the County Shelter and ensure staff enter into the Chameleon (or any successor system) software that the animal was checked for ID. Animals that are unsafe to be scanned for a microchip may be excluded.

4. Solicit information on impounded stray animals.

5. Evaluate and document each animal's health at intake.

6. Provide shelter and care for domestic animals under rabies quarantine, and dangerous or vicious animal investigations, according to the applicable City/County ordinance and/or State law.

7. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify County Public Health personnel at 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays (or at such other numbers as may be designated in writing, from time to time).

8. If the Contractor plans on using drop boxes for after-hours intake, the drop boxes must be checked at least every hour during the hours that drop boxes are utilized for animal intake.

B. Care of animals

Contractor will:

1. Provide shelter and care for San Mateo County stray and unwanted animals 24 hours a day, 7 days a week, with public service hours designed to benefit the public and facilitate the services established in this Agreement, including coordination with other agencies (state and local governments, or adoption partner organizations, non-profit animal services organizations, etc.) where appropriate.

2. Provide services as required by the State of California governing shelters for animal care, treatment, holding periods, and placements and dispositions.

3. Microchip all animals designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.

4. Provide animal food that meets nutritional and medical needs of animals.

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5. Contractor will make a best effort to have the County Shelter open by 11 am each day, except holidays (as noted in Attachment L - Peninsula Humane Society Holidays), with all animal areas intended for public access clean and ready for the public to enter.

6. Provide County representatives with a master schedule for Animal Care staff upon request.

C. Owner-surrendered animals

Contractor will:

1. Provide pet owners with a handout(s) describing alternative solutions to surrender and other resources to owners who express a desire to surrender their pets. That handout should include contact information for non-profit shelters and rescue groups in the Bay Area, as well as information about pet food pantries, low cost veterinary care, etc.

2. List alternatives to surrendering a pet and links to helpful resources on the Contractor's website.

D. Identifying animals

Contractor will:

1. Make legally required and additional efforts to identify each animal's rightful owner, including, at a minimum, full microchip body scanning of domestic animals for identification chips, tracing microchips, licenses, rabies tags and other identification, and making several documented attempts in multiple ways (e.g. phone, email, and/or mail) to notify the owner in an attempt to return the animal to its owner prior to any other disposition. Maintain acumen on and utilize developments in the field that might provide new or additional methods for identifying each animal's rightful owner.

E. Evaluating animals

Contractor will:

1. Ensure that all healthy, non-aggressive, and treatable animals have a plan for a live outcome.

2. Begin assessment of behavior at the time of intake of the animal. An overall behavior assessment considers all of the information gathered about the animal, including history, behavior during shelter stay, and formal evaluation.

3. Provide and apply the criteria and evaluation system that will enable objective evaluations for animals.

4. Evaluate all breeds equally to determine if they can be adopted, require behavior modification, or allow a partner agency to take the animal prior to euthanasia pursuant to State law.

5. Maintain evaluation records. Document the procedure for each animal in the Chameleon software system (or any successor system). If any paper records are also kept, retain the records for seven (7) years after disposition of animal.

6. Perform kennel enrichment programs to reduce stress for sheltered animals.

7. Place adoptable animals up for adoption or transfer.

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8. Record all incidents or reports regarding a history of aggressive behavior along with the context in which they occurred.

9. Ensure staff is trained to recognize body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate successful adaptation to the shelter environment.

10. Monitor animals daily in order to detect trends or changes in well-being and respond to their behavioral needs.

F. Length of stay of animals

Contractor will:

1. Optimize the animal's length of stay in the County Shelter. Both positive outcomes and cost of sheltering must be considered.

2. Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.

G. Rabies testing/exposure

Contractor will:

1. Immediately provide San Mateo County Health personnel with contact information for relevant Contractor staff in accordance with State and County requirements when there is reasonable belief of a person's or an animal's exposure to rabies.

2. Ensure all staff members are trained to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals.

3. Provide for testing of animals for rabies pursuant to the current California Rabies Compendium. This requires the decapitation of animals and transport of the head or bat to the San Mateo County Public Health laboratory for testing.

4. Ensure that that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).

5. Ensure that for every animal that comes into the County Shelter, staff will identify possible rabies exposures; everyone presenting an animal shall be asked if the animal has bitten anyone within the last 10 days or had any contact with wildlife.

6. Make certain all incoming animals are examined for bite wounds; any animals who have potentially been exposed to rabies shall be managed in accordance with the California Rabies Compendium and in consultation with state and local health authorities.

7. Ensure that staff funded by contract who routinely work with companion animals or wildlife are offered pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee in Immunization Practices.

H. Disposal of dead animals

Contractor will:

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1. Accept dead animals brought to the County Shelter by County residents, City and County municipalities, or Caltrans and Contractor shall dispose of such animals.

2. Dispose of dead animals in a lawful manner using an appropriately qualified and licensed disposal company or method.

3. Develop a written disposal procedure that will include at least a weekly pick up of dead animals.

I. Transferring animals into County Shelter

1. If the Contractor desires to transfer animals into the County Shelter from nearby Bay Area animal shelters to assist when such shelters are dealing with an emergency, such as a natural disaster, Contractor shall do the following:

a) Request written approval from the County Program Manager of Animal Control and Licensing Manager or other designated County Contract Administrator. The County will respond to such requests in writing within 3 business days. In the event of a need to house animals for another county during a disaster, the County will respond within 24 hours. If the County grants such approval, the written notice of approval will state the maximum number of animals the Contractor is allowed to transfer in pursuant to that consent based upon factors including available shelter space. Detailed documentation on an appropriate Federal Emergency Management Agency (FEMA) form will be kept to record, on a daily basis, on the number of Contractor staff caring for the animals to include hours worked, along with supplies, as well as number of days sheltered for each animal. This will allow for reimbursement if declared a federal disaster, or reimbursement from other local jurisdictions.

b) Periodically, and only as space and resources allow, Contractor may purposefully transfer, house or bring into the County shelter animals from another animal shelter, partner group or agency within or outside the County to be housed in the County Shelter for the purpose of adoption at the Contractor's other shelter or location only if a monthly report is sent to the Program Manager of Animal Control and Licensing or their designee outlining the number of animals transferred into the shelter along with each animal's individual animal identification number. If Contractor plans on transferring in more than 30 animals a month Contractor will obtain written approval from the Program Manager of Animal Control and Licensing or their designee. Contractor will reimburse the County and Participating Cities for the costs of vaccines, preventative care, treatment, food, facility use and maintenance, and staff time to care for these animals. The cost will be calculated by the number of days that animal is housed at the County shelter at the rate of $15 per animal per day. This rate may be adjusted annually, based on changes to Consumer Price Index and the Parties will meet and confer before the rate is adjusted. In addition to this daily rate, the Contractor will reimburse the County and Participating Cities for the actual costs of vaccines, flea treatment, dewormer, DTM cultures, canine heartworm and feline FIV/FeLV tests on a per animal basis. The Contractor will reimburse the County and Participating Cities each quarter of the fiscal year and will provide a report in a form reasonably satisfactory to the County and Participating Cities that details the fees owed pursuant to the applicable daily rate and any other applicable costs to be reimbursed to the County and Participating Cities. This obligation to reimburse the County and the Participating Cities does not apply to situations where an animal needs to be transferred in to the County shelter where the animal is held because of a bite or potential dangerous dog designation and where the incident occurred in San Mateo County, but the animal was first taken to another animal shelter. In such cases, the animal shall be classified as a "Transfer in" in the Chameleon software intake statistics.

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Contractor will also reimburse the County and Participating Cities at the rate described above and shall reimburse the County and Participating Cities for the above-described expenses for any animal impounded by the nonprofit for a Cruelty case and housed at the County Animal Shelter. Detailed notes by staff must be entered into the Chameleon database (or any successor system) and should describe the reason for the animal being transfer back into the County shelter.

2. In cases where the Contractor transfers an animal back to the County Shelter for any reason, the Contractor will pay for the care of the animal and not use contract funds or staff being paid for by the contract. Detailed notes by staff must be entered into the Chameleon database and should describe the reason for the transfer back to the County shelter.

J. Working with partner groups

Contractor will:

1. Within 6 months of signing this Agreement, develop a Partner Group application for any shelter or Partner Group that would like to apply to take animals from the County Shelter. The application should also be available on Contractor's website.

2. Assign one (1) or more staff members to proactively contact Partner Groups and non-profit shelters in the County and throughout the Bay Area to encourage them to take animals whose medical or behavioral needs exceed available resources or who would otherwise be better served by being transferred to a Partner Group or to take animals that have been in the County Shelter for more than three (3) weeks past their stray hold or owner surrender intake date. If the Contractor desires, animals may be placed prior to the expiration of the three (3) week hold period. Contractor will decide which animals will be transferred to the Lantos Center for adoption.

3. As an alternative to euthanizing feral cats when cat caretakers are unavailable, will either 1) release the feral cats to an organization that will Trap-Neuter-Return (TNR) the cats, 2) TNR the cats themselves, or 3) develop a plan on how to handle feral cats to improve the live release rate (e.g. implementing a barn or working cat program).

K. Vaccinating, deworming, flea prevention, photos, documentation

Contractor will:

1. Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.

2. Complete behavioral assessments of dogs and cats within 4 days of the animal entering the County Shelter (not including the day of intake). Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, fowl.

3. Conduct full body microchip scans and check for other forms of identification at the time of intake for all animals that can be safely handled.

4. Provide a photograph and description of each lost animal through public outreach activities (i.e., website) in order to locate the pet's owner as soon as possible.

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5. Document animal's description (breed, sex, and age), health assessment, initial behavioral assessment, microchip, license, rabies, and any other pertinent information in Chameleon Data Management System (or any successor system) within 24 hours of receiving each animal.

6. Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).

7. Provide vaccinations, dewormers, and flea control when an animal enters the County Shelter as appropriate for their species, excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

L. Keeping County Shelter clean and disinfected

Contractor will:

1. Always maintain the kennel and animal care facilities in a humane and sanitary condition with a focus on these areas:

a) Cleaning and Disinfection. Use of disinfectants should be limited to those that are proven safe and effective for animal species sheltered at the County Shelter.

b) Surfaces and Drainage

2. Maintain stocks of disinfectants based on accepted industry standards to preserve function and effectiveness with regards to temperature and light exposure.

3. Update all written guidelines/documentation for use of disinfectants to reflect current practices as well as industry standards/recommendations.

4. Staff and volunteers shall receive training when guidelines have been updated and documentation of training shall be maintained.

5. Take commercially reasonable measures to maintain a pest-free shelter. Contractor will enter into, pay the costs of, and monitor on a recurring and scheduled contract for pest control services in and around the County Shelter.

6. Have written information available about zoonotic diseases for visitors, adopters and foster care providers.

7. Clearly mark enclosures of animals with suspected zoonotic disease to indicate the condition and any necessary precautions.

8. Provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. This shall be included in the policy and procedures.

9. Ensure the public does not have unsupervised access to areas where animals are isolated for zoonotic diseases.

M. Providing enrichment

Contractor will:

1. Provide kennel enrichment programs that provide every animal with an opportunity to be socialized and reduce stress while in the County Shelter.

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N. Euthanasia

Contractor will:

1. Provide for the humane euthanasia and disposal of animals determined to be unhealthy, aggressive, or untreatable as determined by California law.

O. Owner-requested euthanasia

Contractor will:

1. Follow the basic matrix definition of Owner-Requested Euthanasia. The basic matrix definition of Owner -Requested Euthanasia can be found at: https://www.shelteranimalscount.org/docs/default-source/dataresources/sac_basicdatamatrix.pdf

2. Contractor will pursue all reasonable measures to verify animal ownership prior to euthanasia.

3. Record and classify animals in the Chameleon software and in Live Release Rate calculations as "Owner Intended Euthanasia" if they are brought in to the shelter by their owners with the specific intention of using the Owner Requested Euthanasia service. When an owner wishes to surrender an animal for adoption and that animal is deemed unhealthy and untreatable, or aggressive after counseling by Contractor's staff based on information provided by the owner and the owner elects to surrender the animal for euthanasia, euthanasia service will be provided and will be classified as "Owner Surrender Euthanasia."

4. Decline to provide the owner-requested euthanasia service to treatable animals and will instead either accept and treat those animals, provide resources so the owner so they can keep and treat their animal, or refer the owner to another organization that will assist the pet owner, so they can treat the animal.

5. Offer private owner-requested euthanasia (including pet-owner witnessed euthanasia, when requested with regard to non-aggressive animals only) as a service at the County Shelter, if the animal is deemed unhealthy and untreatable, or aggressive.

P. Documentation

Contractor will:

1. Accurately complete, sign, and submit all necessary documentation of compliance in a timely manner.

Q. Adoption of animals

Contractor may:

1. Arrange adoptions onsite at the County Shelter to reduce the length of stay for animals and have other approaches to adoptions such as transferring animals from the County Shelter and moving them to their non-profit shelter or partner organizations for adoption. There is no set number of animals that need to remain up for adoption at any point in time at the County Shelter.

Contractor will:

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2. Ensure that the public cannot come into contact with, or view, bite quarantine animals and aggressive animals that are considered a danger to the public.

IV. FIELD SERVICES

A. Respond to field service calls

Contractor will:

1. Respond to calls for Animal Field Services 24 hours a day, 7 days a week, 365 days a year as set forth in the below-described priority listing, unless otherwise noted below. Notwithstanding any other provision herein, Contractor shall respond on holidays and after regular business hours (9pm-7am) to call Priority 1 and 2 categories. If no calls in those priorities are pending the staff Contractor will respond to Priority 3 and 4 calls.

2. Contractor may receive and accept requests for service in person, via phone, email, text message, voicemail or fax. Contractor will have policies and processes in place to ensure that text messages, emails, voicemails and faxes are monitored and retrieved in a routine and timely fashion.

B. Priority for Field Activities

1. **Priority 1:** Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:

a) Imminent threat to a person by an aggressive domestic, exotic or wild animal

b) A Public Safety agency request for immediate assistance

c) Possible rabid animal

d) Aggressive dog at large, or an aggressive dog that could cause harm to a human or an animal (e.g., an aggressive dog breaking out of a yard or has access off the property)

e) A dog that has bitten a human or that has attacked another animal and that remains at large

f) Major injury to dog, cat, or domestic animal

g) An animal in hot car or an animal that is otherwise in immediate danger

h) Dangerous animal permit violation that has occurred and the same animal remains a threat to person or property

i) Animals at large causing a traffic hazard (including livestock)

j) Rescue animals when the animal's life is in danger

k) Dogs harassing livestock if the livestock's life is in danger

l) When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.

m) Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to

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handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved.

2. **Priority 2:** Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

a) Dog, cat or domestic animal sick, or with minor injury

b) Sick or injured wildlife

c) All non-threatening Dangerous Animal permit violations

d) Dog or cat in trap

e) Animal in custody (stray confined)

f) Pack of dogs

g) Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays)

3. **Priority 3:** Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

a) Animal at large (non-aggressive and non-threatening) in violation of local ordinance

b) Rescue animals when the animal's life is not in danger

c) Reports of animal bites or attacks where there is no longer an animal at large which is an immediate threat to persons or property.

d) Dead animal pick-up

e) Animal bite quarantines

4. **Priority 4:** Respond without unnecessary delay within 24 hours of receipt of the call from the reporting party:

a) Stray patrol request

b) Owned animal for relinquishment (based on special circumstances or special hardship situation)

5. **Priority 5:** If there are no calls pending in the other priority categories:

a) Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.

6. Ensure that Animal Control and Humane Officers shall impound stray or confined dogs and cats and return them to the owner in the field, or transport to the animal to the shelter, as deemed appropriate by the Officer.

7. Provide a master schedule for Animal Control staff.

C. Enforcement of state and local animal control laws; Municipal code violations

Contractor will:

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1. Enforce all County and City ordinances pertaining to animals as outlined in Chapters 6.04, 6.12 and 6.16 of Title 6 of the San Mateo County Ordinance Code and enforce state statutes where applicable, except for number of animals per household or barking dogs, which are referred to the respective overseeing agency (code enforcement or law enforcement).

2. **Uniform Ordinances and Citation Authority.** County shall encourage the Participating City jurisdictions shown on Exhibit D to adopt and maintain animal control ordinances and fee schedules that are materially equivalent to the County's animal control ordinance and fee schedule. The animal control ordinances for all jurisdictions shown on Exhibit D should be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the city limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

3. Enforcement of city ordinances which differ materially from the County ordinance need not be enforced by Contractor unless Contractor agrees that the ordinance does not conflict with its mission, and the city and Contractor mutually agree on the cost of services. Participating Cities agree to provide notice to Contractor of any changes to their City codes that would relate to additional or different Contractor responsibilities under this Agreement.

4. Upon request by a Participating City, the County, or residents of a Participating City or the unincorporated County, investigate complaints of animal related public nuisances, to those ordinance code violations enumerated in Chapter 6.04 of Title 6 of the San Mateo County Ordinance Code and similar city ordinances, with the exception of complaints regarding barking dogs.

D. Citations

Contractor will:

1. Develop a voidable animal license citation process for license violations, that affords the animal owner 30 days in which to register for a license and have the citation voided. Specifically, on all complaints involving stray or loose animals, municipal complaints and quarantines etc., if the animal owner living in San Mateo County does not have their animal licensed in San Mateo County, the Animal Control Officer ("ACO") will issue a voidable license citation to the animal owner.

2. Ensure that ACO/Humane Officers issue administrative and non-administrative citations for City, County or State violations. Written warnings can be issued for first offense minor violations only if the ACO/Humane Officers follow up within two weeks to ensure compliance with the written warning.

3. Record all citations and written warnings in the Chameleon (or any successor system) software system.

E. Impoundment of animals

Contractor will:

1. Impound all dogs caught at large, scan all dogs and cats, that are safe to handle, for microchips in the field and provide for field return to owner as deemed appropriate by the Animal Control Officer.

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2. Except when responding to a Priority 1 or Priority 2 call or when responding to a Priority 3 or Priority 4 call in order to meet expected response times, ensure that when Animal Control Officers observe a violation of the Participating City or County ordinance, the Animal Control Officer will stop, contact the animal owners, and take appropriate actions, such as a written warning for first offense, or the issuing of a citation for subsequent violations.

3. Investigate and follow up with impoundment, citation, search and seizure warrant for animal bites, vicious/dangerous animals, and attacks in conjunction with respective City Attorney or County Counsel and/or County District Attorney.

4. Contractor shall impound animals in the regular course of its enforcement of City and County ordinances as necessary to protect the safety of persons and property, or the animal. In addition to its ordinary impoundment responsibilities under this Agreement, if Contractor receives a specific request from a City and/or County law enforcement agency, Contractor shall promptly impound any animal, whether the animal is on public or private property. Contractor shall obtain any necessary consent or warrant as required by law for all impoundments. In exigent circumstances, in which a warrant is not required because personal or public safety is at imminent risk, Contractor shall impound the animal immediately. However, in the event that Contractor determines that a warrant is necessary for the impoundment, Contractor shall promptly seek such warrant and take all steps necessary to ensure that the animal is secured in such a manner that it poses no threat to the safety of any person pending the impoundment.

In those limited situations in which Contractor reasonably believes that there is no violation, seizure is unlawful and there are no grounds for seeking a warrant despite the request by City or County law enforcement, Contractor's President and/or legal counsel shall promptly discuss the legal and factual basis for Contractor's determination with the Chief of Police or designee of the respective City (or County Sheriff or designee if applicable) and the County Animal Control Manager or designee, if available within one hour. If the City or County representatives are not available and/or there is still disagreement, and City or County law enforcement still requests impoundment, City or County law enforcement will seize the animal, and Contractor with thereafter take custody of the animal and impound the animal at the shelter. In these situations only, if the City or County law enforcement officer believes that a warrant should be applied for, but Contractor does not believe there are grounds for such warrant, the law enforcement officer shall supply the affidavit for such warrant and, at the request of the City or County law enforcement officer, Contractor shall seek the warrant from the court.

5. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority from the owner to pick up the animal (and such authority has been directly conveyed to Contractor from owner), appears at the Contractor's facility, and pays the relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal. Fees may be billed under certain circumstances as outlined in Exhibit A. - VI. Operations – D. Administration – 1 Financial Systems.

F. Transport of sick, injured animals

Contractor will:

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1. Ensure the transfer of any injured or sick animals to the animal shelter or veterinary emergency hospital, or ensure that the owner (if present) of the animal seeks medical treatment.

G. Field euthanasia

Contractor will:

1. Ensure that if euthanasia is necessary for a sick or injured wild animal while it is in the field, the euthanasia shall be conducted by trained personnel with necessary equipment. This service shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

H. Investigations for animal bites, dangerous & vicious animal cases

Contractor will:

1. Conduct thorough investigations of dangerous or vicious animals, which shall include interviewing witnesses, collecting evidence, writing reports, taking photos, requesting related information and securing search warrants to impound a vicious or dangerous dog, making initial designations as dangerous or vicious, and testifying at hearings. This investigation should be completed, and the report and all supporting information presented to the County, at least three (3) calendar days ahead of the scheduled hearing. Contractor, pertaining to Contractor's duties as outlined herein, will follow the applicable County and Participating City ordinances.

2. Investigate municipal code violation complaints within the jurisdictional boundaries of the Participating Cities and the unincorporated County pertaining to Contractor's duties as outlined herein. This includes, but is not limited to, interviewing witnesses, collecting evidence, taking photos, writing reports, requesting related information and securing search warrants, issuing citations, and participating in hearings or court proceedings as needed for potential impoundment and/or prosecution. Officers will work closely with the City Attorney or County District Attorney as applicable.

I. Removal of dead animals

Contractor will:

1. Remove dead animals from the public right-of-way, except freeways and/or highways, which are maintained by CALTRANS.

2. Remove stray dead domestic animals from private property for no charge.

3. Remove owned domestic dead animals at the request of owner with a charge to the member of the public requesting the service, as set forth in the Fee Schedule. All such fees collected by the Contractor shall be remitted to the County.

4. Pick up and dispose of any dead animal on any street, sidewalk, school, or other public property.

5. In cases where animal contact meets the criteria for rabies testing, pick up dead or live wildlife on private property. In cases where animal contact meets the criteria for rabies testing, the Contractor will follow the rabies testing protocol.

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6. Dispose of dead wildlife or domestic dead animals that are brought to the shelter. If a commercial wildlife removal or pest company wants to dispose of dead animals, they will have to enter into a contract with the County to pay for disposal fees.

7. If Contractor is unable to safely remove a dead animal, Contractor will hire a qualified third-party using contract funds to remove the dead animal.

J. Quarantine of animals

Contractor will:

1. Quarantine biting animals and enforce State Codes, California Rabies Compendium, and County guidelines relating to rabies control. This includes providing state-mandated rabies clinics.

2. Work with San Mateo County Health to jointly determine when an in-home bite quarantine is appropriate and will be made available.

K. Dispatch

Contractor will:

1. Provide radio dispatching to the field between the hours of 8:00am and 6:00pm on Monday through Friday and 8:00am and 5:00pm on Saturday, Sunday, and Holidays.

2. County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 5:00pm and 8:00am Saturday, Sunday, and Holidays. The Contractor will pay the annual cost for County Radio Dispatch using funds paid to Contractor pursuant to this Agreement.

3. Have a system for phone calls to roll to another person in order to answer calls from the residents for the County. If there is more than one (1) Dispatcher on shift, the phone lines will be set up so the calls coming in roll between the multiple phones.

4. Have a line for law enforcement, fire, and other government officials to call on at all times when the contractors dispatch is open if they need service from the Contractor.

5. County shall maintain County-owned radio equipment as denoted in Attachment M County-Owned Radio Equipment.

V. VETERINARY MEDICAL SERVICES

A. Provide veterinary care for animals

Contractor will:

1. Make medical decisions that balance both the best interest of the individual animals requiring treatment and the County Shelter population.

2. Ensure that the County Shelter medical services include, but are not limited to: animal exams, vaccinations, microchipping, dispensation of medications, disease prevention, surgeries (e.g. enucleations, amputations and wound repairs), emergency care of injured animals, euthanasia and coordination with other local, state and national agencies.

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3. Ensure that Contractor's veterinary medical staff regularly monitor the status of individual animals and the population as a whole.

4. Have and apply written disease prevention and response policies and procedures. Disease response procedures should include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense and resources available.

5. Ensure that there is preventive health care appropriate for each species and include protocols that strengthen resistance to disease and minimize exposure to pathogens.

6. Ensure that medications and treatments are only administered with the advice of a veterinarian or in accordance with written protocols provided by a veterinarian, and all drugs are dispensed in accordance with federal and state regulations.

7. Whenever possible, ensure all veterinary care and treatments are recorded in Chameleon (or any successor system).

8. Microchip and spay/neuter all animals for adoption prior to pick up by new owner, as required by law, unless a veterinarian determines the procedure is not safe for the animal's health to performed.

9. Have written policies regarding care and treatment of injured and sick animals and that are in alignment with State or local laws and address.

B. Veterinarian medical licensing/registration

Contractor will:

1. Maintain current premise permits and meet all veterinary licensing requirements as specified by the California Veterinary Medical Board and California and federal law.

2. Maintain licensure to dispense and supply shelter and field services staff with the controlled substances necessary for performance of field captures and euthanasia, including the monitoring and security of such substances.

3. Ensure that veterinary staff meet certification and/or license requirements set forth by the State of California. Staff includes veterinarians, registered veterinary technicians, and other licensed or certified personnel.

C. Medical examination, treatment, and medication

Contractor will:

1. Ensure that the veterinary staff 1) perform a medical examination upon arrival for all sick/injured animals, 2) direct and monitor the care of injured and/or sick animals, 3) adheres to and directs procedures to reduce or respond to the outbreak of infectious diseases, and 4) provide a medical exam for all animals (except those needing emergency care) within 24 hours of arriving at the shelter.

2. Provide for laboratory services including stool examinations, cytology, urine analysis, heartworm tests, FELV/FIV tests, electrolytes measurements, and blood counts, among other testing.

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3. Ensure adequate and appropriate administrative controls are in place to monitor medications and medical supplies.

VI. OPERATIONS

A. Personnel

1. Staffing

Contractor will:

a) Hire personnel that are fully-qualified, authorized, licensed or permitted under applicable State and local law to perform such services.

2. Contract Funding of Staff

Contractor will:

a) Ensure all shelter, field, facilities and veterinary-related staff and managerial positions funded 100% by the Contract, spend 100% of their time working at the County Shelter, or providing other services to the County and Cities pursuant to this agreement (excluding disaster work, training, or meetings.) If one of these staff member works less than 100% of their time at the County shelter, the percentage of hours worked under the items of this Contract will be documented on a timesheet/time clock. Hours worked at another location will not be charged to Contract funds. If one of these staff members' time is divided between the County shelter and other sites, Contractor shall prioritize services denoted within this agreement. Contractor will include with the monthly invoice a report of the FTE hours worked at the County shelter by these staff members. An organization chart will be sent to the County annually that shows the Contractors entire organization including the percentages of time staff paid by the County shelter.

3. Training

Contractor will:

a) Annually provide a training plan that includes any certifications required by State laws.

b) Be responsible for providing fully trained personnel in all aspects of performance, including proper animal care, animal handling, and enforcement procedures and techniques.

c) Ensure all ACOs complete Penal Code 832 Arrest course or be appointed pursuant to California Corporations Code Section 14502 as Humane Officers, issue citations, receive ongoing training and maintain proper education, experience and/or certification within one (1) year of hire.

d) Ensure all ACOs pass approved baton training at earliest feasible opportunity. No ACO shall use a baton until trained.

e) Require all ACOs to be certified to perform euthanasia by injection as defined by California law. All ACOs will complete required training per state law.

f) Require all staff that perform animal euthanasia to be trained pursuant to State law.

g) Require staff members that have access or review documents, such as bite reports and human medical records, to complete HIPAA training.

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4. Volunteer Program

Contractor will:

a) Have an active volunteer program to support the Animal Care and Control program and related activities. The County encourages the use of volunteer support in all aspects of the program unless prohibited by State law. The volunteer program will be guided by policies and procedures similar to those for Contractor's employees.

b) Contractor should work to increase the volunteer to staff ratio as may be deemed appropriate by Contractor for specific programs.

c) Carry insurance on volunteers, including coverage for volunteers at the shelter including but not limited to their interaction with animals.

d) Outline how they will recruit and coordinate volunteers and assigned activities.

e) Track volunteer hours and report numbers annually to the County.

f) Outline which tasks the volunteers will be assigned to complete at the shelter.

B. V.6.4. Vehicles

1. Acquiring /Replacement

Contractor will:

a) Utilize funds paid to Contractor pursuant to this Agreement to acquire or replace vehicles.

2. Vehicle Maintenance and Repair

Contractor will:

a) Provide proof of automobile liability insurance covering all Contractor staff utilizing vehicles pursuant to this Agreement.

b) Be responsible for all vehicle maintenance and repairs to be paid out of funds paid to Contractor pursuant to this Agreement.

c) Utilize and maintain existing and replacement vehicles assigned for animal control activities.

d) Provide a quarterly maintenance and repair report listing all vehicles and the service received.

e) Ensure all vehicles receive routine maintenance as required by the manufacturer.

f) Maintain all of the vehicles such that they remain in a safe, professional condition at all times. Records must be kept on all maintenance problems and mileage.

g) Keep vehicles in good repair and ensure that there are no dangers to animals inside the vehicles that could cause injury such as sharp edges, gaps in doors etc.

h) Clean and disinfect after an animal has been transported in the vehicle.

i) Ensure all vehicles are kept clean on the inside and outside.

C. Procurement

1. Inventory

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Contractor will:

a) Maintain and provide to the County, within thirty (30) days of execution of this Agreement, a current inventory of all equipment paid for with non-contract Funds owned by Contractor or paid for in part with non-Contract Funds, used at the shelter and having a current fair market value of $1,000 or more. Provide to the County, within six (6) months of signing the Agreement, an inventory of all durable equipment purchased using contract funds and having a current fair market value of $1,000 or more.

2. Computer Hardware and Software

Contractor will:

a) Be responsible for the provision and replacement of County-owned hardware and software using contract funding, grants or private funds as long as all of the computer hardware located in the County Shelter purchased using contract funds is considered the property of the County. Items owned by the County will be listed in the annual inventory.

b) Maintain an inventory of purchased hardware and software.

c) Be responsible to provide server, internet connectivity and equipment to operate all computers within the shelter. This will include the set-up of the service for the equipment.

3. Operating Supplies

a) The Contractor shall be required to purchase all operating supplies for the purpose of any service provided under the terms of the contract with contract funds, County-directed donations or other funding sources directed solely to the County Shelter; the supplies will be and remain the property of San Mateo County.

b) County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

D. Administration

1. Financial systems

Contractor will:

a) Have in place a process and have the capability to provide billing and provide activity reports to the County.

b) Contractor will not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority (such verbal authority having been conveyed to Contractor directly from owner) to represent the owner, appears at the Contractors facility, and pays all applicable impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Exceptions may be made where efforts to collect said fees would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility. Contractor will alert the program manager of Animal Control and Licensing regarding the threat of harm to the staff.

c) Contractor will require license fees to be paid before the animal leaves the shelter.

d) Contractor will bill the responsible party if it is reasonably determined that they cannot pay the required fees at the time an animal is released. Contractor will use every effort to confirm that the responsible party is unable to pay fees. In the case of unaltered dogs, cats and

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rabbits, fees will only be billed provided the responsible party agrees to have the animal spayed or neutered prior to the animal being released from the shelter.

e) Fees will only be transferred to the County for billing as a last resort. Any time a responsible party is billed, the responsible party shall be provided a detailed and clear itemized list of fees, as well as a letter on San Mateo County Health Department letterhead explaining how to pay owed fees and the potential for collections actions to follow.

2. Financial Audit & Operational Audit

Contractor will:

a) Provide periodic updates on the annual external audit process, including information on the process which will be used to ensure the completion of audits. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

b) Annually hire an independent auditor, who will conduct a fiscal year audit of all expenses and revenues and services noted above. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Agreement.

c) After completion of the audit, allow County or City personnel, or consultant to speak directly with the auditors in a joint session with Contractor.

d) Contractor shall use all commercially reasonable efforts to achieve economy, efficiency and effectiveness in performance of the services provided. Contractor and County will meet on occasion, as requested by County, but not to exceed more than once per year, to consider revisions which may be needed to the reporting forms created to document performance of the services provided. At any time during the term of this Services Agreement, but not to exceed one time annually, County may request, and Contractor shall provide additional detailed information concerning services performed under this Agreement for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS).

e) At any time during normal business hours and as often as the County may deem necessary, allow the County and/or representatives of the County to observe all Contractor's staff and volunteers in all areas of the County Shelter operation. County/City and/or representatives/contractor shall reasonably conduct themselves so as to not impede regular operations or functions. At no time will the County/City and/or representatives/contractor of the County direct the work of any Contractor staff in any manner.

f) At any time during normal business hours, with 24-hour notice from the County, and as often as County may deem necessary, provide to the County and/or representatives of the County records for examination with respect to all matters covered by this Agreement. Any records (e.g., personal employment) that would require notice to interested parties, shall be so noticed to the extent required by law prior to disclosure. Notice to Contractor shall not be required if the County has evidence of fraud or other misuse of contract dollars on the part of the Contractor; provided, however, that Contractor does not waive any privacy rights that individual employees may have. Nothing in this Services Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of information unrelated to the Services Agreement without the prior written consent of Contractor.

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3. Documentation

Contractor will:

a) Maintain for at least four (4) years after contract termination, and provide to County, or any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Services Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

b) Maintain for at least four (4) years after contract termination, and provide to County as requested records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed animal; and fees, charges and proceeds charged and collected for redemption. Contractor will provide information regarding adopters and fees for those animals adopted at the County Shelter. Contractor shall record all vaccinations.

c) Maintain a complete record on each animal within the Chameleon (or any successor system) database.

4. Quality Improvement

a) Contractor shall have a Quality Improvement program to ensure maintenance of key documents, reporting, scheduling services and activities, staff performance, and customer service.

E. Public services

1. Contractor agrees to convene a Participating City Managers' or Police Chiefs Group at a minimum of once per year over the term of this Services Agreement.

2. Contractor shall convene an annual meeting with Contractor's Board of Directors, President of the organization, and a committee of Participating City and County elected officials upon request, at a minimum of once per year during the term of this Services Agreement to review work covered herein.

3. Contractor agrees that the President, Senior Vice President of Operations, Senior Director of Operations will meet monthly with the Program Manager of Animal Control and Licensing.

4. When the County responds to a public records request, it will also provide an exact copy to Contractor of the documents disclosed to the member of the public.

5. Contractor agrees to present an annual report and supporting documentation to the Board of Supervisors that addresses the performance of the contracted services set forth in this Agreement.

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6. Public services include, but are not limited to: staffing the call center, providing and running a website, reunification of lost animals with owners, animal adoptions, animal transfers to partner organizations, adoption promotions, licensing services, vaccination and microchip clinics, media inquiries, citizen complaint resolution, public education and outreach, utilization of volunteers, and coordination with other local, state and national agencies. Services also include the proper collection and handling of financial transactions associated with fees, fines, donations, and contract payments.

7. Contractor will provide quarterly communication updates to the County and Cities for public release on their websites and within social media. This should include any information for residents on services provided by the Contractor.

Contractor will:

8. Issue animal licenses and or required permits and collect applicable fees for dogs and cats that are encountered at the County shelter.

9. Provide public hours at the County Shelter as follows: Shelter will be open 7 days a week with a minimum of 8 hours per day Monday-Friday (e.g. open 11:00AM-7:00PM) and 6 hours (e.g. open 11:00AM-5:00PM) per day on Saturday and Sunday. The shelter can be closed on major holidays (see attachment L – Peninsula Humane Society Holidays), provided, however that on such holidays, Contractor shall maintain the minimum staff necessary to care for the animals and respond to field activities. Shelter will be cleaned by 11 am and ready for public to enter during business hours.

10. Provide method(s) for customers to find and claim lost pets through the Contractor's website, call center, notification by mail and telephone.

11. Promote adoptions and licensing through a variety of outreach strategies, including public education and outreach opportunities that contribute to increasing the live release rate and decreasing pet overpopulation.

12. Ensure customers are provided with exceptional customer service by achieving a positive customer satisfaction rating according to a survey to be developed in conjunction with County approval and administered annually. The survey must include a customer feedback component to ensure continuous improvement.

13. Develop and maintain acceptance, tracking and resolution procedures for customer service complaints received regarding Animal Services. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. County will be advised for sensitive or unusual complaints.

F. Provide monthly low-cost vaccination clinics at the shelter

Contractor will:

1. Hold at least one (1) monthly low-cost vaccine clinic at the County Shelter for the residents of San Mateo County. The Contractor shall sell licenses at the monthly low-cost vaccine clinics and all fees collected at the clinic will be remitted to the County.

G. Issuing licenses

Contractor will:

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1. Provide online information on how pet owners can license their pets to include locations for purchase and web addresses.

2. Issue replacement tags to dog owners whose license tags are lost, stolen or damaged, for applicable fee.

3. License and/or issue required permits and collect for County all applicable fees for all dogs and cats that are encountered at the County Shelter as required by applicable ordinance.

4. Issue a one (1) or three (3) -year option for dog licenses to the general public as required by applicable ordinance/law and collect applicable fees for County.

5. Provide an online option on the Contractor's website (https://www.petdata.com/ URL link to the County's current subcontractor, PetData, Inc.) to license or renew animal licenses.

6. Properly handle the collection, deposit, remittance, and refund of all money associated with service fees, fines, and contract payments.

7. Collect all fees documented in the ordinances.

8. Contractor shall remit to the County monthly any and all fees collected, pursuant to ordinance, as well as, vaccine and microchip clinic fees, and animal licensing fees.

H. Software

Contractor will:

1. Utilize the Chameleon (or any successor system) software and database animal sheltering information system for the purpose of tracking all animal intakes and dispositions, behavioral notes, all medical conditions and treatment (with the exclusion of some medical notes that are unable to be added to the database and can be handwritten), notes made by volunteers may be hand written, animal control field activities, animal control citations and written warnings, animal bites and bite quarantines and other data relevant to the management of the animal services operation. Contractor shall provide copies to the Participating Cities/County or contractor all written notes as well as data within the Chameleon (or any successor system) software upon request.

2. Be responsible for paying all of the Chameleon (or any successor system) software system fees for work related to the contract, including the County licenses, using contract funds. The Chameleon (or any successor system) license will list San Mateo County and Peninsula Humane Society & SPCA as the database owners. In the event of contract termination or expiration, each party shall receive an exact copy of the database information, and if any technical problems arise regarding that goal, each party agrees to use best efforts to achieve this result.

3. Ensure the "adoption" outcome in Chameleon (or any successor system) shall be utilized for private individuals who have adopted a pet with the intention that the animal is to be their permanent pet or the permanent pet of their friend, partner or relative. The "transfer" outcome in Chameleon (or any successor system) shall be utilized for Partner Group organizations and their designees that plan to temporarily hold the animal until it can be adopted to a private individual or that plan to provide a hospice type service for the animals.

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4. Ensure every live animal goes through an intake process where a photo and description of each animal is added to the Chameleon (or any successor system) database. Core vaccinations, deworming and any necessary flea treatment for animals to be sheltered shall also be administered and documented in Chameleon (or any successor system) during the intake process. The photos of all stray animals impounded at the County Shelter shall be made available for viewing by the public on the Contractor's lost and found website page during the stray hold period. The photos of all adoptable animals past any necessary stray hold period kept at the County Shelter shall also be made available for viewing by the public on the Contractor's website.

5. Ensure all owner contact information and attempts to contact the owners of animals wearing a license or identification tag, a microchip or any other kind of identification must be recorded in Chameleon (or any successor system). Behavior notes and all other information regarding the animal shall also be recorded in Chameleon (or any successor system).

6. Contractor will record in the Chameleon database Activity Record field responses with staff going on scene to the location of the activity differently than they will non-field responses, such as leaving phone messages, phone conversations, radio conversations, mailing letters, or any other activities performed when staff is not physically on the scene of the location of the activity. Recording field and non-field responses differently will allow accurate response reports to be generated. Response time reports for the City/County will only include field service calls when field staff is dispatch to a scene to handle a priority 1-5 call. It will include the time call was received, time dispatched, time the staff arrived on the scene and time the staff cleared the scene and what action the staff took.

7. Ensure all dogs, cats, puppies and kittens in a litter, weaned or not weaned, shall always be provided with an individual animal ID number in Chameleon (or any successor system) that is counted in both intake and outcome statistics.

I. Disaster response

Contractor will:

1. Coordinate with County in the event of a disaster/declared state of emergency.

2. Provide assistance to residents, local law enforcement, fire agencies and the County of San Mateo Office of Emergency Services to evacuate, shelter, and care for animals in the event of a disaster.

3. Be activated by the County's office of Emergency Services in accordance with the County's Incident Command System.

4. Work with other groups within the County during a disaster to ensure animals are safely evacuated and proper care is provided.

5. Ensure that staff or a third-party organization is available to respond to a disaster and are trained in the handling and care of all animal species within the County.

6. Ensure that each staff member responding to the disaster completes necessary FEMA forms.

7. Participate in a minimum of one (1) full-scale disaster exercise with San Mateo County Health or the Office of Emergency Services annually.

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8. When staffing is available, supply 1-2 staff members during disasters that can rotate into the emergency operations center as needed by the County.

9. Ensure that all staff and volunteers responding to the disaster have completed ICS 100 & 700, as well as trained to the animal care and handling standards of the Contractor.

10. Train with other non-profits and groups in the County on evacuations, sheltering set ups and communications during a disaster, etc.

J. Mutual Aid

Contractor will:

1. Respond during a disaster in other Counties when requested by the San Mateo County Emergency Operations Center. Shelter and Field services must continue to operate in San Mateo County when providing support to other jurisdictions. Contractor shall use reasonable efforts to make staff available to assist with mutual aid, as requested and, when the Contractor reasonably determines that it is unable to do so, shall promptly provide a detailed written explanation of why it is unable to do so.

2. Contractor will work directly with San Mateo County Health and EOC during a disaster for mutual aid needs or supplies.

K. Recovery

Contractor will:

1. Work with animal owners on the pickup of their animals that have been cared for during the disaster. Thirty (30) days of Shelter fees can be waived by Contractor due to the disaster and include documentation in the database. If that animal needs to be held longer and more fees should be waived, Contractor will get approval from the County.

2. For those animals that owners wish to relinquish, the Contractor will look at alternative placement options for the animals such as adoptions, foster homes, or partner groups.

3. Plan Continuity of Operations Plan (COOP)

4. Within six (6) months of signing the agreement, Contractor will create a COOP for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services. Plan to be provided to the County annually.

VII. REPORTING

Provider will provide the following reports as specified within the required time period.

Monthly Reports	DUE
1. Live animal intake kennel statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife, Intake type, including owner-surrender, confiscated, stray, owner-requested, Outcome, adoption, reclaim, transfer, euthanasia, died, missing, owner-requested	Upon Invoicing

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euthanasia, etc. by Jurisdiction and summarized	
2. Dead animal statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife	Upon Invoicing
3. Field pick-up and drop-off: Jurisdiction and summarized, Patrol calls and response times by priority to include jurisdiction of the call and outcome	Upon Invoicing
4. Field activities response times are to be calculated from the time of the call for field service to when the Animal Control Officer arrive on the scene of the field activity. Report should include the minimum time, maximum time, average time, targeted time percentage per priority, both summarized and by jurisdictional location, and results.	Upon Invoicing
5. List of citizen complaints by jurisdiction and category, timeline for resolution, and associated outcome.	Upon Invoicing
6. Number of citations issued, categorized by ordinance and jurisdiction.	Upon Invoicing
7. Number of voidable license citations issues and number voided with the purchase of a license.	Upon Invoicing
8. Revenues collected by jurisdiction and type and summarized.	Upon Invoicing
9. Financial reports reflecting budget to actual comparison information for revenues and expenditures by line item. As an addendum to the financial report, a narrative outlining any foreseeable issues or operational changes that the Contractor believes may be necessary for approval by the County.	Upon Invoicing
10. Staff report on FTE percentage of hours spent at the County shelter.	Upon Invoicing
Quarterly Reports	**Due**
1. License sales performed by Contractor by species and type and jurisdiction with summary.	Upon invoicing for January, April, July, October
2. Rabies vaccination and microchipping clinics statistics, with summary of total vaccinations administered by species and type.	Upon invoicing for January, April, July, October
3. Dangerous & vicious animal cases by jurisdiction and outcomes.	Upon invoicing for January, April, July, October
4. Animal Control/Humane Officer training	Upon invoicing for January, April, July, October
5. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Upon invoicing for January, April, July, October

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6. Maintenance and repair report listing all vehicles and the service received.	Upon invoicing for January, April, July, October
Annual Reports	**Due**
1. All monthly and quarterly statistics listed above compiled for an annual summary of animal statistics	Prior calendar year upon invoicing for February
2. Medical services staff training--list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
3. Field officer training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
4. Animal care staff training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
5. Annual dog and cat statistics in basic matrix format, including live release rates and the live release rate formula used.	Prior calendar year upon invoicing for February
6. Annual financial audit statement.	December 31st of the current year
7. Customer satisfaction rating survey results.	Prior calendar year upon invoicing for February
8. A Continuity of Operations Plan (COOP) for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services.	Prior calendar year upon invoicing for February
9. A written cost allocation methodology procedure. Methodology should consist of items such as how direct services, such as field and shelter personnel and supplies, cost are distributed vs administration personnel that may be used for other than County contract related services, if applicable.	Prior calendar year upon invoicing for February
10. A list of all current employed personnel by position paid for in full or part by the Contract with the salary/benefits and percent of FTE for each.	Prior calendar year upon invoicing for February
11. Personnel Organization chart with the percentage breakdown of FTE positions and number of FTE's. For those personnel whose responsibilities extend beyond the contract, the organizational chart will indicate the percent of full-time equivalence assigned to each staff member for the contract that will be correlated with the amount funded by the contract.	Prior calendar year upon invoicing for February
12. Detailed budget narrative outlining estimated revenues and expenditures for operating and capital needs, explanation of operational and financial changes requested from the prior year, major operation strategy shifts, and any other items necessary to provide the County with an understanding of the proposed spending plan for	Current fiscal year upon invoicing for August

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the following year.	
13. Current policy and procedures (SOPs).	Prior calendar year upon invoicing for February
14. Contractor will notify the County by January 31st of each year the number of bite quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three (3) calendar years and include data on in-home vs. shelter. Contractor will provide statistical information to the Animal Control & Licensing Manager sufficient to allow for completion of the Local Control Rabies Activity Report required by the State of California. The past years rabies information to be provided to the County no later than February 15th of each year.	January 31st and February 15th for prior calendar year
15. Provide the County with an inventory list of County owned equipment.	Prior calendar year upon invoicing for February
16. Number of spay/neuter surgeries provided to San Mateo County residents, transfer partners and shelter animals, number of spay/ neuter surgeries provided to residents outside of San Mateo County, divided by category, and total spay/neuter surgeries.	Prior calendar year upon invoicing for February
17. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Prior calendar year upon invoicing for February
18. Number of volunteers, hours and tasks performed.	Prior calendar year upon invoicing for February
19. Provide the County with an itemized list of all County fees collected.	Prior calendar year upon invoicing for February
20. Number and type of disaster trainings conducted, both within their organization and with other groups in the County.	Prior calendar year upon invoicing for February
21. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.	Prior calendar year upon invoicing for February

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VIII. PERFORMANCE MEASURES

Incentive Performance Measures

1. 85% of stray and owner-surrendered animals that go through their stray hold will be moved to a positive outcome within three (3) weeks of entering the shelter. Detailed description of reasons for not meeting this objective is required for animals not moved within three (3) weeks (with the emphasis looking to improve the positive outcome over the duration of the contract). Dangerous animals, quarantined animals and animals in protective custody are excluded.
2. 95% of rabies specimens will be delivered to the San Mateo County Public Health Laboratory within 48 hours of arriving at the shelter. Detailed description is required in the notes in the Chameleon (or any successor system) software for animals not delivered within 48 hours
3. 95% of all animals entering the shelter will be administered vaccinations, dewormer, and flea control as appropriate for their species.
4. All animals receive a health assessment within 24 hours of the animal entering the shelter.
5. All dogs and cats receive an equitable full behavioral assessment no longer than 96 hours of the animal entering the shelter (not including the day of intake). Detailed description is required for animals not receiving a complete behavioral assessment. Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, and fowl.
6. 95% of all priority 1 calls are responded to within 1 hour of the reporting party calling Dispatch.
7. 95% of all priority 2 calls are responded to within 4 hours of the reporting party calling Dispatch.
8. 90 % of all priority 3 calls are responded to within 18 hours of the reporting party calling Dispatch.
9. 85% of all priority 4 calls are responded to within 24 hours of the reporting party calling Dispatch.
10. Monthly reporting of the number of citations issued to animal owners. A detailed explanation is required for ±15% variation in the measure.
11. Monthly reporting of the number of citations voided due to license purchase.
12. Provide monthly reporting on the number of animals euthanized in the field by species type and jurisdiction.
13. 100% of investigative reports including available witness statements, photos, videos, veterinarian bills, medical bills, bite reports, and police reports to the County within 3 calendar days prior to a hearing, excluding weekends and holidays.
14. 90% of dead animals are removed within 18 hours.
15. 90% of all quarantines will be responded to within 18 hours of the reporting party either calling Dispatch or a faxed bite report being received.
16. Dispatchers answer 90% of calls to Dispatch in less than 2 minutes and have no more than a 10% abandoned call rate.
17. Contractor will report quarterly and annually how many cruelty cases have been investigated and the number of cases sent to the District Attorney or City Attorney for prosecution.
18. All live animals entering the shelter with a non-urgent medical issue are examined by veterinarian/technician within 24 hours. Examinations may be visual for animals that are unsafe to handle. A detailed explanation is required for ±10% variation in the measure.
19. All officers will be trained as per state law within 1 year of hire date.
20. All staff that have access to human medical documents must be HIPAA trained by the Contractor within 30 days of hiring.

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21. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. No more than a 10% variance
22. 5% increase in the number of pets receiving a rabies vaccination at monthly vaccine clinic based upon the prior fiscal year's measure.
23. Number of pets receiving a license during the vaccine clinics shall increase 10% each year by using a baseline the prior fiscal year and for each consecutive year throughout the term of the contract.
24. Contractor shall only report out for response times those field activities logged into Chameleon (or any successor system) those that are dispatched to field staff and when they arrive on scene to the location of the activity. If other field services activities, such as phone calls, emails or text messages are logged into Chameleon (or any successor system) they will not be counted in the response time report.
25. Written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

Non-Incentive Performance Measures

26. All received animals will receive a microchip scan. Detailed description is required for animals not receiving a microchip scan
27. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.
28. Contractor will have written policies and procedures on euthanasia with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the shelter system are not euthanized and that such animals are given a positive outcome through redemptions, adoptions and transfers to other organizations.
29. Contractor will have comprehensive written policies and procedures on Field Services. Policies and procedures should include proper care and handling of animals, emergency response procedures, how animals are placed into the vehicle, how officers will keep animals protected from the heat and cold in their vehicle, and standards for cleaning and disinfecting vehicles.
30. Contractor will have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures should include proper care of injured and sick animals
31. All staff that will be euthanizing animals shall be trained per state law prior to performing euthanasia.
32. All staff and volunteers that will be responding to or caring for animals during a disaster shall take the ICS 100 & 700 online classes.
33. Contractor will be 100% in compliance with documentation outlined in this contract of animals entering the shelter. The County program manager of Animal Care and Control may conduct annual reviews of animal records.
34. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Agreement, and allow inspection of same by County at any time with 24 hour notice, as outlined in this Agreement
35. Contractor shall use reasonable efforts to make staff available to assist with Mutual aid, as requested and, when the contractor reasonably determines that it is unable to do so, it shall promptly provide a detailed written explanation of why it is unable to do so:
36. Contractor will have comprehensive written policies and procedures on the Volunteer Program. Contents of the policies and procedures should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, outline allowable and non-allowable activities, and a process for dismissal.

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Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS ($32,548,989.91). The county shall pay the contractor in accordance with the following terms:

A. Budget

1. Fiscal Year and Amount

a) 2021-22: $6,189,290.95

b) 2022-23: $6,327,480.28

c) 2023-24: $6,499,455.67

d) 2024-25: $6,674,024.00

e) 2025-26: $6,858,739.01

2. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.

3. A detailed proposed budget is included as Exhibit F.

4. An additional amount of $100,000 annually will be included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:

a) Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive ($100,000).

b) Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive $75,000.

c) Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive $25,000.

B. Incentive Money

1. Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.) and Contractor will provide a summary report on how the incentive money was spent.

C. Cost Overruns

1. During any fiscal year of this Services Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, Parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide additional reimbursement for costs overruns without approval of the Board of Supervisors and contracting Cities' representatives.

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2. If county or state laws are passed during the term of this Services Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, Parties agree to negotiate in good faith to agree on appropriate reimbursement. If Parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Parties agree to accept the Controller's determination of any increased costs.

3. If current state laws are amended, repealed, otherwise changed or suspended during the term of this Services Agreement that reduce, increase, alter, or remove existing relevant mandates, County may require Parties to meet to discuss possible financial and operational impacts of levels of service per the change in law, including but not limited to any decrease in contract amounts paid to Contractor. If, within 90 days, Parties reach mutual agreement as to how to proceed as a result of the change in law, it shall be memorialized as an amendment to this Services Agreement. If, after no less than ninety (90) days, Parties do not reach mutual agreement as to how to proceed as a result of the change in law, the County Controller will conduct an independent audit. Parties then have the option to accept the Controller's determination. Should Parties decide not to accept the Controller's determination, Parties have an additional thirty (30) days to determine whether they wish to exercise early termination of this Services Agreement, as set forth below. Parties' failure to exercise this early termination option at the end of this thirty (30) days results in this Services Agreement continuing without change or amendment for the duration of the term determined by Section 9 Term and Termination of this Services Agreement. Should either Party chose to exercise this early termination option, the Party shall do so by providing three-hundred-sixty-five (365) days prior written notice to other Party of its decision to terminate.

D. Modifications to the Budget or Payments

1. Any changes to the budget in Exhibit F must be requested in writing to the County no later than February 1 of the prior fiscal year for approval and a possible contract amendment by March of that year.

2. In the event that funds provided under this Agreement are expended prior to the end of the contract term period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

3. In the event that funds provided under this Agreement are not expended prior to the end of a fiscal year, Contractor shall have the opportunity to request funds no later than February 1 of the prior fiscal year to be used in the subsequent 12-month period with clear explanation for how those additional funds would be expended, and the County shall determine what amount of rollover funds will be available by March of the year.

E. Budget Monitoring and Exceptions

1. Revenue accounts shall be established for each service and shall be maintained separately by Contractor.

F. Method of Payment and Invoicing

1. Within 20 business days of the end of each month, Contractor must submit an invoice of actual costs for provision of services provided in Exhibit A for the prior month.

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a) For the month of June each year, the following deadlines for invoices exist. Specific dates for each fiscal year close will be confirmed in May of that year.

(1) June 18, 2022
(2) June 17, 2023
(3) June 15, 2024
(4) June 21st, 2025

For the FY of July 2021-June 2022, Contractor may submit one initial invoice to the County by July 5th, 2021 in the amount of $500,000 as an advance payment for the fiscal year. The Contractor will reconcile this one-time advance payment on or before the September invoice. a) A similar arrangement for a one-time annual advance payment in July for each fiscal year will be in place.

2. Other than the advance payments in July of each year, which are reconciled by September of each year, Contractor will only invoice for actual costs.

3. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.

4. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is not entitled to payment for work not performed as required by this Agreement

a) Invoices are to be sent to:

Lori Morton-Feazell
San Mateo County Animal Control and Licensing
225 37th Ave, PONY PBH319ACL
San Mateo, CA 94403
650-573-3726
lmorton-feazell@smcgov.org

b) All invoices should reflect the "Staff report on FTE percentage of hours spent at the County shelter" and shall include:

(1) Total amount of expenses incurred
(2) A breakdown of those expenses according to budget categories included in Exhibit F
(3) A payroll report of positions identified in the annual organizational chart
(4) Associated reports on performance metrics
(5) A description of any accomplishments or challenges in providing services or changes to service provision.

5. Additional supporting documentation is not required to be submitted with invoices, however, the County can request supporting documentation on demand.

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G. Signature Claims Certification and Program Integrity

1. Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

2. The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to submit the invoice.

3. "Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____20___

Signed _____ Title _____

Agency _____"

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Exhibit C
Excluded Services

1) Enforcement of regulations regarding the number of animals per household.
2) Removal and/or disposal of dead marine animals.
3) Pick up of baby birds.
4) Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.
5) Respond to barking dog complaints or animal noise nuisance complaints.
6) Respond, whether dead or alive, to marine mammals/fish
7) Routine patrol of leash-law enforcement in parks, beaches, and other public places when other priority calls are pending. When there are no priority calls pending, Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places where off leash dogs are not allowed, in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.
8) Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit B to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.
9) Contractor will not accept animals at the County Shelter facility which belong to non-San Mateo County residents, unless an emergency arises requiring surrender of an animal. The County Shelter may accept stray animals that were found outside of San Mateo County. The Contractor shall attempt to immediately transfer the stray animal to the proper shelter in the County where it was found in a commercially expeditious manner.
10) Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders, etc.)
11) Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc. Contractor will investigate dog vs. dog incidents at approved off leash dog areas as defined in the Ordinance.
12) Investigation of Animal Cruelty cases. This will be funded by the contractor's non-profit organization. Contractor will ensure that the Humane investigators attend an annual training with the District Attorney's office and send a report annually on the number of cruelty cases investigate along with the number of cases sent to the District Attorney for prosecution. In the event that Contractor determines that its donor funding levels have been reduced to the level that it cannot sustain the Cruelty/Neglect program, the parties agree to meet and confer about whether or not to amend this Agreement to allow for County and City cost sharing to support the program, or the County and cities taking over responsibility for the costs of the program.
13) Spay & Neutering of Animals being placed for adoptions and low-cost surgeries for the public. This will be funded by the contractor's non-profit organization. Annually a report will be sent to the County that includes number of public and adoptable animal surgeries and number of surgeries performed for County residents and non-residents.
14) Care, treatment and rehabilitation of wildlife.

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Exhibit D
Contract Areas

The unincorporated County and the following Cities have contracted for services pursuant to this Services Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

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Exhibit E
Fees to be Collected for Services Provided

In consideration of the payments set forth in Exhibit B, Contractor shall make every attempt to collect all of the following fees from the responsible party. Contractor has no authority to negotiate, waive, or retain fees.

A. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a weekly basis to the County by the Contractor.

1. Licensing revenue is to be itemized by jurisdiction and category type.in a format provided by the County.

a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

B. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a monthly basis to the County by the Contractor.

1. All redemption charges as shown in San Mateo County Ordinance 6.04.290 (b) with the following limitation:

a) Impound charges and board costs for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;

b) Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and

c) Animal rescue costs on private property.

2. All surrender, euthanasia and dead on arrival disposal fees, as shown in San Mateo County Ordinance 6.04.290 (c).

3. Quarantine fee – Home, as shown in San Mateo County Ordinance 6.04.290 (d).

4. Dangerous Animal Permit – permit, inspection, and signage fees, as shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

5. Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).

6. Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).

7. Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).

8. Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).

9. Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.

10. Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

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C. Uncollectable Fees

1. Contractor has no legal authority to negotiate, waive or retain fees for services unless provided by the applicable ordinance. Contractor shall collect all fees at the time of service or prior to release of impounded animal or release otherwise authorized per this Agreement.

2. Contractor shall use all reasonable efforts to collect the fee from the responsible party at the time the animal is returned to the owner or the owner's representative, and shall not release the animal until fees are paid unless refusing to release the animal would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility.

3. Contractor will provide responsible party with a form provided by the County and agreed to by Contractor. Form will acknowledge debt for services provided by Contractor by executing said form with responsible parties' signature. Parties shall meet when necessary to agree upon the form.

4. If fees remain uncollectable after reasonable efforts, Contractor will send the following to the County on a monthly basis:

a) Excel spreadsheet showing the following:

(1) Responsible party's name, address, and telephone
(2) Service provided and fee charged by Contractor
(3) Reason Contractor was unable to collect fee at the time of service

b) Itemized invoice

c) Returned check, if applicable

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Exhibit F
Five-Year Budget (PROPOSED IN RFP)

Entity Name: Peninsula Humane Society						
	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget	Grand
Budget Category	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**
Personnel	$3,432,241.20	$3,529,662.03	$3,635,551.89	$3,744,618.44	$3,856,957.00	**$18,199,030.55**
Fringe	$1,120,626.75	$1,152,434.65	$1,187,007.69	$1,222,617.92	$1,259,296.46	**$5,941,983.48**
Operating Expenses	$1,139,500.00	$1,162,290.00	$1,185,535.80	$1,209,246.52	$1,233,431.45	**$5,930,003.76**
Equipment	$78,200.00	$79,764.00	$81,359.28	$82,986.47	$90,058.36	**$412,368.10**
Subcontracts	$387,080.00	$373,221.60	$379,486.03	$385,875.75	$392,393.27	**$1,918,056.65**
Other Costs	$31,643.00	$30,108.00	$30,514.98	$28,678.90	$26,602.48	**$147,547.36**
Total Expenditures	**$6,189,290.95**	**$6,327,480.28**	**$6,499,455.67**	**$6,674,024.00**	**$6,858,739.01**	**$32,548,989.91**

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Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

I. DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and

164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

a. ***Business Associate.*** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
b. ***Covered Entity.*** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
c. **HIPAA Rules**. "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
d. ***Designated Record Set***. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
e. ***Electronic Protected Health Information***. "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
f. ***Individual***. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
g. ***Privacy Rule***. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
h. ***Protected Health Information***. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
i. ***Required By Law***. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
j. ***Secretary***. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
k. ***Breach***. The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
    1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
    2. Identity of the unauthorized person or to whom impermissible disclosure was made;
    3. Whether PHI was actually viewed or only the opportunity to do so existed;
    4. The extent to which the risk has been mitigated.
l. ***Security Rule***. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

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m. ***Unsecured PHI.*** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.

n. ***Security Incident***. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

II. OBLIGATIONS AND ACTIVITES OF CONTRACTOR AS BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.

d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.

e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

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m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

IV. OBLIGATIONS OF COUNTY

a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

V. PERMISSABLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

VI. DUTIES UPON TERMINATION OF AGREEMENT

a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form.

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This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

VII. MISCELLANEOUS

a. Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

c. Survival. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.

d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Business Associate.

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Attachment I
Fingerprinting Certification Form

DATE: July 1, 2021

AGREEMENT WITH: Peninsula Humane Society & SPCA

FOR: **Peninsula Humane Society & SPCA**

Contractor will require records of fingerprinting and background checks for program staff in sensitive positions including animal control officers, humane officers, and staff who treat animals with controlled drugs or perform euthanasia.

NAME: Anthony Tansimore

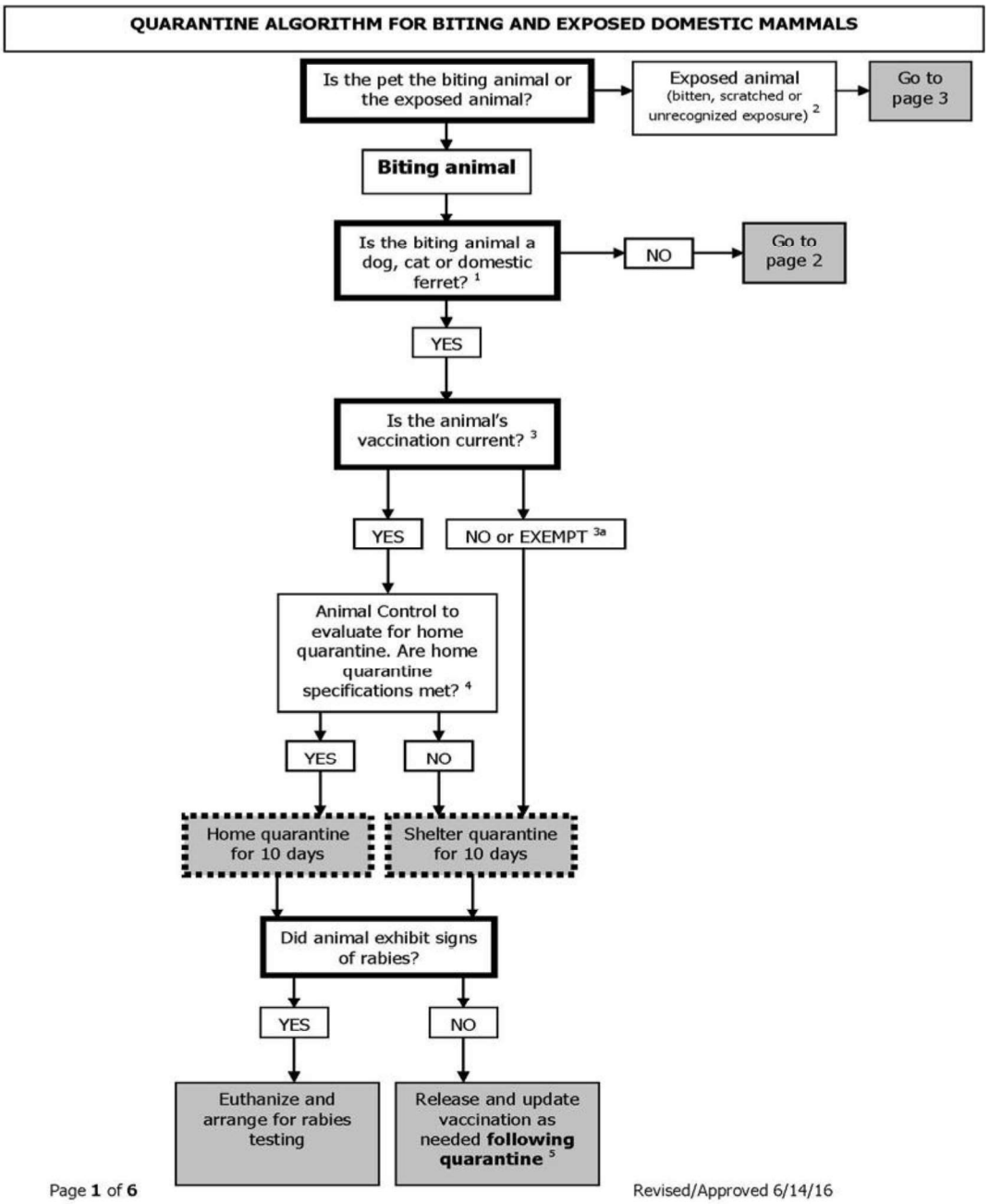
TITLE: President

SIGNATURE: DocuSigned by: Anthony Tansimore AF55FF92D70C4C3...

DATE: 5/6/2021 | 4:03 PM PDT

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Attachment J
Rabies Algorithm

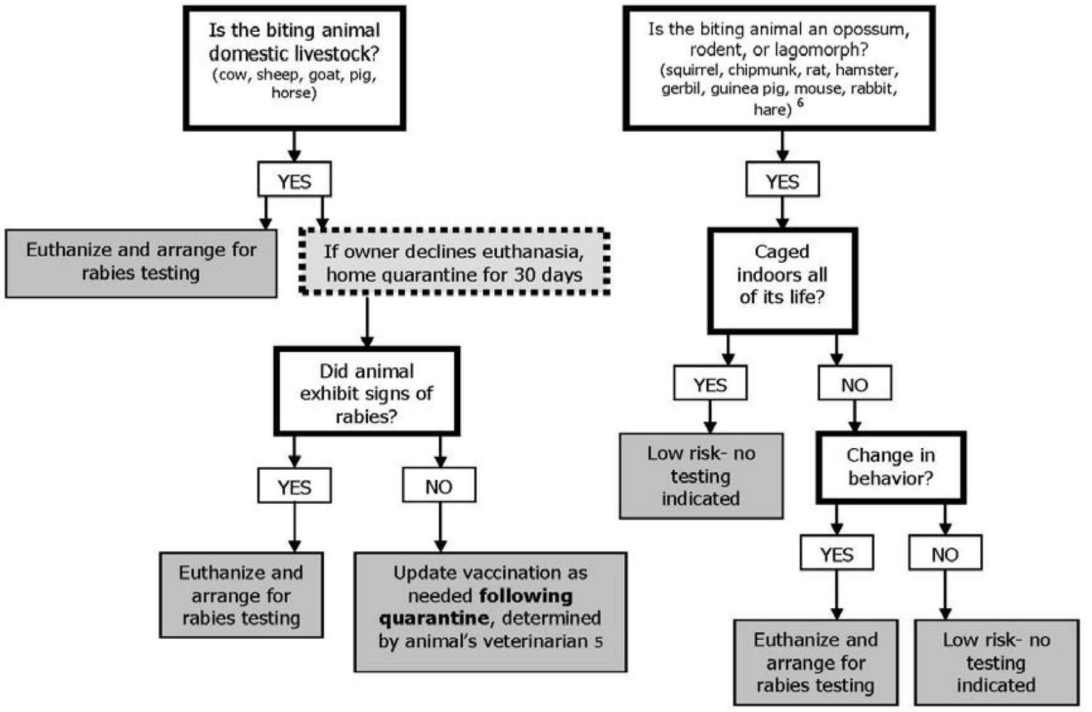


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Revised/Approved 6/14/16

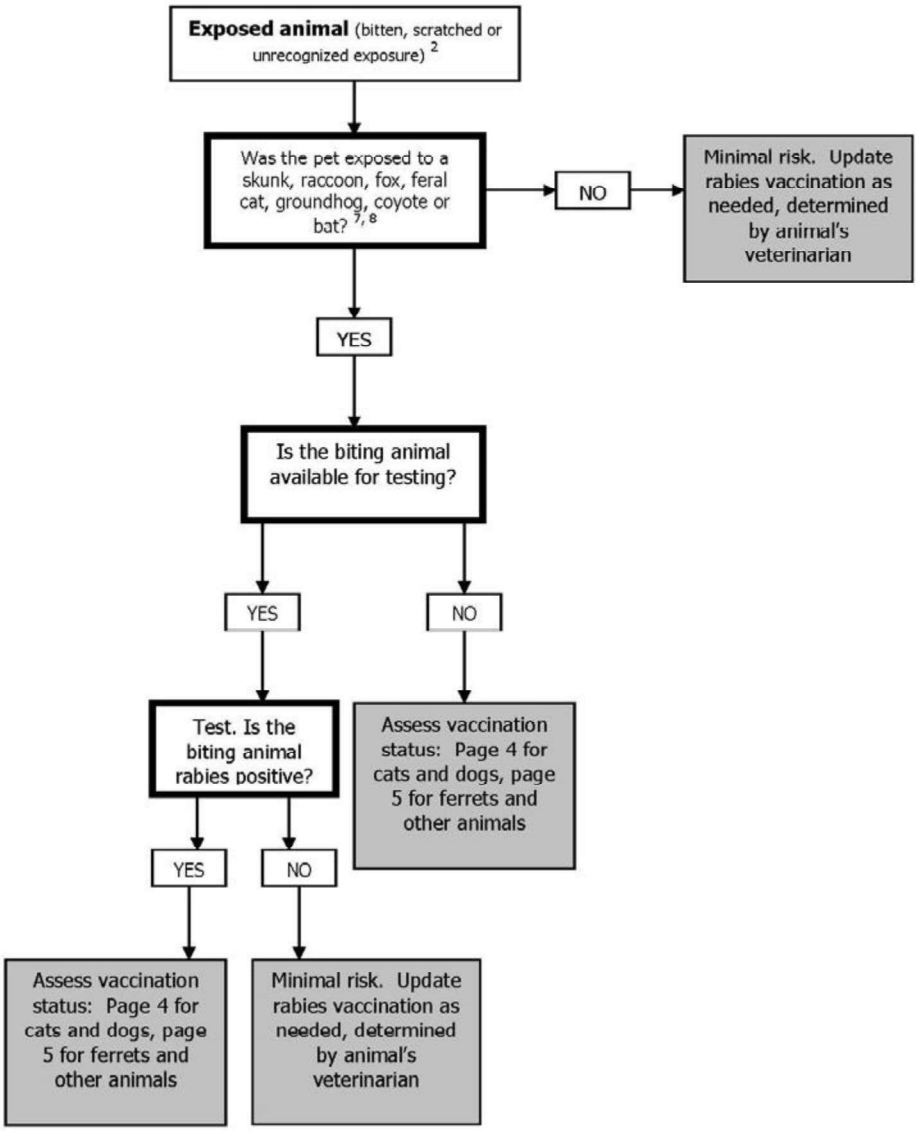
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QUARANTINE ALGORITHM FOR **BITING** DOMESTIC MAMMALS

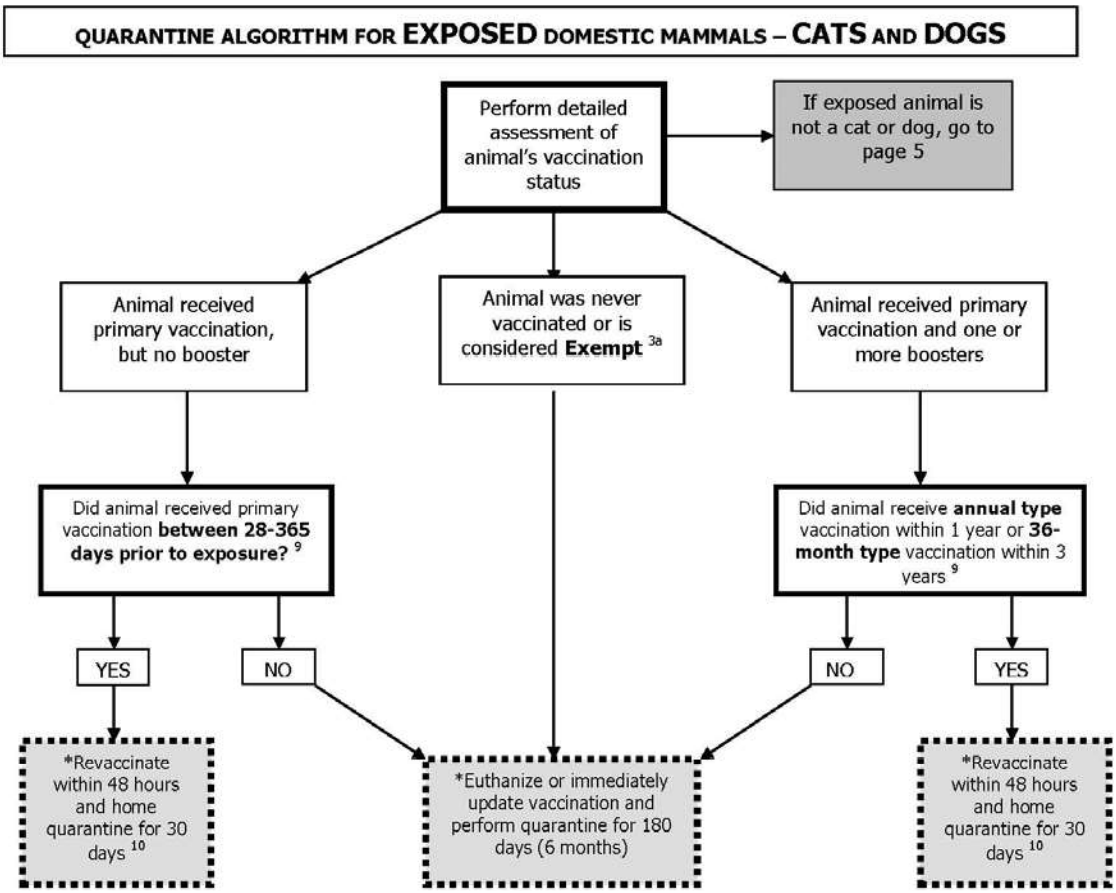


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QUARANTINE ALGORITHM FOR **EXPOSED** DOMESTIC MAMMALS - **GENERAL**



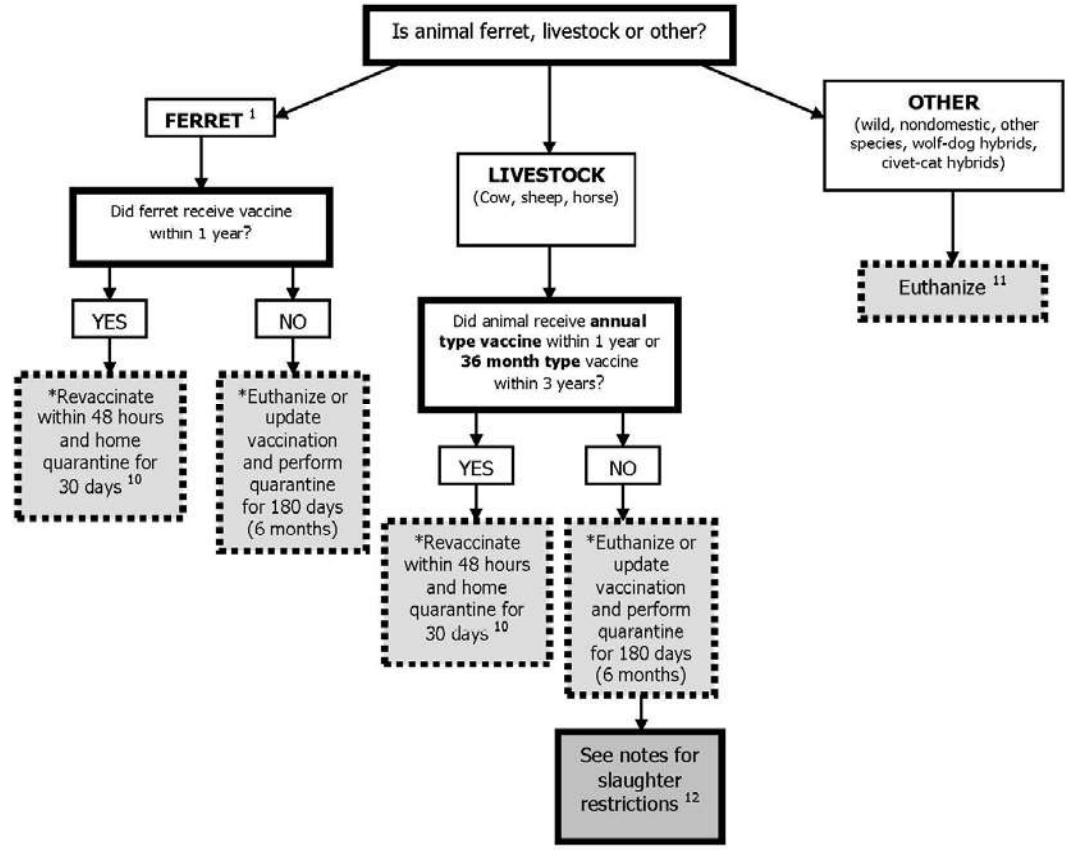
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***If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

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QUARANTINE ALGORITHM FOR **EXPOSED** DOMESTIC MAMMALS –FERRETS, LIVESTOCK, AND OTHER ANIMALS



***If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

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NOTES

1 Ferrets are illegal in the State of California. Biting ferrets must be confiscated by the animal control agency and isolation conducted under the direction of the local health officer in an animal control shelter or veterinary hospital. Any ferret isolated for a human bite must be reported to the California Department of Fish and Wildlife for disposition following the isolation.

2 Rabies is transmitted through bite wounds, open cuts in skin, and onto mucous membranes. Contamination of open wounds, mucous membranes, or scratches with saliva or nerve tissue from an infected animal constitutes a non-bite exposure.

3 Current rabies vaccination per California Health & Safety Code Section 121690.

3a Exempt animals are animals that have been granted an exemption from rabies vaccination by the County of San Mateo's Health System on advice of the animal's veterinarian. Despite current exemption status, exempt animals are considered unvaccinated per California Health & Safety Code Section 121690.

4 The Peninsula Humane Society & SPCA's Animal Rescue and Control determines if an animal's home qualifies for home quarantine or shelter quarantine. Contact: (650) 340-7022

5 Vaccination in biting animals should be performed following quarantine as side effects secondary to vaccination (within 30 days) can mimic the symptoms of rabies.

6 Small rodents and lagomorphs have a low risk of rabies.

7 These are wild animals at high risk for infection with rabies.

8 Bat bites are small and may go unnoticed. If a pet is found alone with a bat, that pet should be treated as exposed. If the bat is available, animal control should be contacted to retrieve the bat for testing.

9 Dogs and cats are considered currently vaccinated 28 days after primary vaccination, and immediately after booster vaccination.

10 San Mateo County guidelines are based on Title 17 of the California Code of Regulations that states exposed, vaccinated animals should be quarantined for 30 days.

11 Wild, nondomestic, and other animal species bitten by or exposed to a rabid or suspect rabid animal should be euthanized immediately. There is little information on rabies incubation, clinical presentation, and viral shedding in domestic animal species other than dogs, cats, and ferrets.

12 Federal guidelines state that animals exposed to rabies within 8 months should be rejected for slaughter. USDA Food and Inspection Service (FSIS) and state meat inspectors should be notified of exposed animals prior to slaughter. If an exposed animal is to be custom or home slaughtered, it should be done immediately after exposure with appropriate barrier precautions and all tissues cooked thoroughly. Pasteurization and cooking inactivate the rabies virus.

Legend



Quarantine action
Other action
Question
Answer

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Attachment K
Animal Shelter Facility Use and Maintenance Agreement

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Animal Shelter Facility

Use and Maintenance Agreement

Between

The County of San Mateo as “County"

and

Peninsula Humane Society & SPCA as “Contractor"

for

The Animal Shelter Facility

12 Airport Blvd, San Mateo CA 94401

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Section I. General Provisions

A. The purpose of this Animal Shelter Facility Maintenance Agreement ("Agreement") is to set forth the roles and responsibilities of the County of San Mateo (hereinafter "County," which includes employees, officers, and authorized representatives), acting through its San Mateo County Health Division of Public Health Policy & Planning ("PHPP"), and the County Public Works Department Facilities Maintenance, Operations and Building Services ("Facilities Services"); and the Peninsula Humane Society & SPCA (hereinafter "Contractor," which includes employees, officers, and authorized representatives) for Contractor's use, operation and management of the Animal Shelter Facility, located at 12 Airport Boulevard, in the incorporated area of the City of San Mateo, California ("Shelter").

B. The parties understand and agree that Contractor's use of the County-owned Shelter is pursuant to and contingent upon an active Service Agreement between Contractor and County for Contractor's animal control services to the County ("Animal Control Services Agreement"). Contractor may use and occupy the Shelter only for the purpose of providing animal control and sheltering services to the County and cities as set forth in the Animal Control Services Agreement and any additional activities as mutually agreed to by Parties. This Agreement shall terminate concurrently with the Animal Control Services Agreement.

If there is a material breach of this Agreement by Contractor, then this Agreement is subject to termination at the County's option if Contractor fails to cure the breach within sixty days (60) notice by County of such breach. However, if the breach Is causing continuing damage to the Shelter, County may take any steps necessary to immediately halt such damage, and if the breach is intentional or negligent, then Contractor shall be solely responsible for the cost and expense.

Upon expiration or termination of this Agreement and/or the Animal Control Service Agreement, Contactor shall be given 7 days to vacate the Shelter by removing all Contractor-owned and personal items and return the Shelter in a clean and orderly fashion, ordinary wear and tear excepted. Contractor will use best efforts to not disrupt any operations occurring at the shelter during this time

C. This Agreement shall be in effect from the date last signed below and run concurrent with the Animal Services Agreement and any fully executed extensions. Upon termination of this Agreement, Contractor shall vacate the Shelter on the date of termination and return it to County in good condition, excepting normal wear and tear. Any damage to the Shelter caused by the negligent or intentional acts of Contractor shall be promptly repaired by Contractor at its sole expense and not out of Contract funds or other County funds.

D. The County acknowledges and agrees that the entirety of fees and costs related to Contractor's operation of the Shelter, and/or performance of this Agreement, shall be funded solely from the Contract Funds provided to Contractor from County under the

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Animal Control Services Agreement, except as otherwise provided herein. The County and Contractor acknowledge and agree that if the Contract Funds prove insufficient to meet the financial needs of maintaining the Shelter, and/or performing Contractor's maintenance and repair duties under this Agreement, the Contractor will not be responsible for the payment of any overage, unless caused by its negligent or intentional acts or omissions. If the Contractor anticipates costs that will exceed the Contract Funds, Contractor will use best efforts to provide County with notice as soon as it becomes aware of such potential overage, on a quarterly basis, and provide adequate documentation of the cause and amount of such anticipated coverage.

E. Indemnification and Insurance

1. Hold Harmless & Indemnification

(i) Contractor shall hold harmless and indemnify the County, and each participating city as listed in the Animal Shelter Service Agreement as third party beneficiaries, their officers, agents, and employees from all claims related to performance of this Agreement and/or use, operation, maintenance or repair of the Shelter by Contractor or its employees, contractors or agents including suits or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County or Contractor's agents, officers or employees; (2) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of County or Contractor or its agents, officers, or employees; or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and/or which result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. This obligation shall survive the termination of this Agreement for any claims arising during its term.

(ii) The County shall hold harmless and indemnify Contractor, its officers, agents, and employees from all claims caused by the conduct of the County, or its agents, officers or employees, including but not limited to suits or actions of every name, kind and description, brought for, or on account of: (1) any and all claims related to the construction, and/or repair of the shelter by the County, whether such claims are based on performance or performance of an obligation, and whether such claims are based on conduct that happened before and/or after Contractor took possession of the Shelter; (2) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County's agents, officers or employees; (3) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of the County or its agents, officers, or employees;

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or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and which result from the negligent or intentional acts or omissions of the County, its officers or employees. This obligation shall survive the termination of this Agreement.

(iii) In the event claims are brought against Contractor and County, the ultimate liability for damages, shall be apportioned according to the comparative fault of Contractor and County.

The duty of Contractor, and of the County, to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

2. Property Damage Coverage

All Risk Contractor at its cost shall maintain on the building and improvements that are a part of the Shelter a policy of all risk property, in the amount of the replacement value of the Shelter, its improvements and contents. The insurance policy shall be issued in the names of County and Contractor as their interests appear. The insurance policy shall provide that any proceeds shall be payable to County, excluding proceeds related to damage to equipment and supplies owned by Contractor.

3. Liability Insurance

Contractor at its cost shall maintain Comprehensive Liability insurance for the following coverages with the following limits Insuring against all liability of Contractor and its authorized representatives arising out of and in connection with Contractor's use or occupancy of the Premises:

(i) Shelter Premises Liability with a minimum limit of $1,000,000 Combined Single Limit (CSL) each occurrence; and
(ii) All Comprehensive Liability insurance shall insure performance by Contractor of the Hold Harmless and Indemnification Sub-section of this Agreement;
(iii) County shall be named as "additionally insured";
(iv) All required Insurance shall contain a Separation of Insureds or Severability of Interests provision; and
(v) The policy shall not be cancelled or non-renewed unless the County has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable.) Written notice shall be sent to:

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County of San Mateo
Attn: Animal Services
225 37th Ave.
San Mateo CA. 94403

4. Workers' Compensation and Employer's Liability Insurance

During the entire term of this Agreement, Contractor shall have in effect Workers' Compensation coverage providing full statutory benefits and employer's liability. In executing this Agreement, Contractor makes the following certification:

Contractor is aware of the provisions of Section 3700 of the California Labor Code, which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the Code. Contractor will comply with such provisions.

5. Miscellaneous Insurance Provisions

Contractor shall pay the premiums for maintaining the insurance required hereinabove. All the insurance required under this Agreement shall:

(i) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A- IV status as rated in the most recent edition of Best's Insurance Reports. Coverage provided by State Fund Insurance shall satisfy this requirement.
(ii) Be issued as a primary policy.
(iii) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
(iv) County shall be named as "additionally insured" on each policy.

6. Certificate of Insurance

A certificate of insurance, together with evidence of payment of premium, shall be deposited with County at the commencement of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of each policy.

In the event Contractor fails to deliver the certificate of insurance verifying insurance coverage as required in this Section, County may declare a material breach and terminate the Agreement as provided herein or, at its option take out all or part of the required insurance and pay the premium thereon on behalf of Contractor.

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7. Force Majeure

(i) Neither party is responsible for any failure to perform or delay In performing its obligations under this contract, to the extent it is prevented or delayed in performing those obligations by an event of force majeure.

(ii) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party In performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.

(iii) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide, within 15 business day, a schedule for managing the Contractor's obligations under this Agreement to minimize the effects of the prevention or delay caused by the event of force majeure.

(iv) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

(v) Definition. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, and includes but is not limited to such matters as:

a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;

e) regional health emergency due to government health advisory(ies); and

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f) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which Is specific to the performance of the works or this contract.

g) Increased costs incurred by Contractor in the provision of services under this Agreement, shall not In itself be considered an event of force majeure even if such increased costs are the result of such an event.

Section II. Contract Information

To better coordinate all services, Facilities Services has established the Facilities Customer Service Center (FCSC). The FCSC provides a single point of contact for customers and dispatch of staff and should be the primary resource for departmental or Contractor's Maintenance Coordinators and others responsible for requesting maintenance services. The FCSC is staffed during normal business hours and can be reached at 363-4444.

For management issues and/or to discuss specific activities or projects, the overall coordinator of this Agreement and the main point of contact is Gary Behrens, Facilities Services Manager, 363-1875.

For custodial issues specifically, contact Duane Minor, Building Services Manager, 363-4445.

The supervisor for each area or function will manage day-to-day activities:

1. Win Maung, 599-1300 (wmaung@smcgov.org). Operation and maintenance of facility systems and equipment for County owned buildings at the Government Center, Redwood City.
2. Thomas Sipp, 312-5257 (tsipp@smcgov.org). Operation and maintenance of facility systems and equipment for County owned and leased buildings in outlying areas.
3. Patrick Oliver, Crafts Supervisor, 363-1877 (poliver@smcgov.org). Repair, maintenance, and safety/regulation required upgrades related to carpentry, painting, and locksmith services for all County facilities.
4. Jose Villalobos or Mark LaGrone, 363-1951 (jvillalobos@smcgo.vorg & mlagrone@smcgov.org). Custodial, parking lot, loading dock, and room set-up services for all County Center facilities.

Facilities Services is responsible for updating and maintaining this list with current contact information.

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Section III. Baseline Services

The baseline services outlined below are to be paid for by Contractor solely with funds provided to Contractor under the Animal Control Services Agreement the provided ("Contract Funds") (see Section VII for current charges). If these fees exceed the Contract Funds, the financial obligations shall be resolved in accordance with Section I.D., supra.

A. General Shelter Facility

1. Preventive Maintenance and Routine Repairs

Facilities Services will responsible for performing regular repair and maintenance on the Shelter, including all parts, material and labor. Facilities Services will make, or schedule repairs as determined by the County to be needed, or pursuant to a reasonable request by Contractor, with 24 hours advance notice to Contractor if possible, by phone or email. Repairs and maintenance include, but are not limited to, any and all work on the following areas of the Shelter:

i. Structural portions of buildings (roof, gutters, doors, skylights windows, flooring)
ii. Solar panels and carports
iii. Repair and maintenance to the building mechanical systems including heating, ventilation & air conditioning system (HVAC), electrical distribution and lighting
iv. Repairs of electrical systems (except for light fixtures)
v. Exterior painting (with exception of any touch-up exterior painting)
vi. Interior painting of common areas in County standard colors (entrances, lobbies, restrooms, main hallways)
vii. All major plumbing issues shall be maintained by Facilities Services; however, toilet fixtures and sink clogs shall be the responsibility of the Contractor. If any damage is caused by Contractor's, or a vendor of Contractor's, intentional or negligent acts, Contractor shall be responsible for the cost of repair, not out of Contract Funds. County shall not be considered a vendor for the purposes of this Agreement.
viii. Preventative maintenance of the fire alarm system
ix. Generators and emergency power systems
x. All warranty work related to the new construction. Facilities Services to communicate to Contractor which items are under warranty.
xi. Facilities Services staff will perform quarterly facility inspections to identify the condition of the various systems and structure and will identify necessary repairs or maintenance to be performed to keep the facility in proper condition. Facilities Services and other County staff or officials may inspect the condition of the Shelter Facility at any time during working hours. In order to limit the impact to Contractor operations, County shall provide Contractor with at least 24 hours'

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notice of the intended inspection, which notice may be provided by email.

2. Contractor Obligation to Notify of Needed Repairs or Maintenance

Contractor shall promptly notify Facilities Services of any necessary repairs or maintenance that could impact the long-term condition of the Shelter, or the provision of animal control and animal care services to the County.

3. Emergency Repairs

Facilities Services will assure response in all critical situations within 2 hours of receiving actual notice, making immediate temporary repairs when required for safety or security reasons. Examples of such situations include but are not limited to:

(i) Broken windows, doors and locks
(ii) Air conditioning in computer server rooms and other sensitive areas
(iii) Interruption of electrical service
(iv) Broken pipes and clogged plumbing (Contractor shall try to clear clogs In toilet or drain prior to calling Facilities Services)
(v) Leaking roofs
(vi) Damage resulting from natural disasters
(vii) Other situations which Contractor or County reasonably determines compromises the immediate health or well-being of the animals, the staff, volunteers or visiting public.

4. Process by which Contractor addresses Repairs/Service Needed on an Emergency Basis

(i) Upon becoming aware of a situation, Contractor shall immediately notify Facilities Services of any repairs or maintenance needed to address items that could cause immediate damage or injury to the Shelter, or to persons working or animals being cared for therein, including but not limited to plumbing/water leaks, roof leaks, or fire or other hazards.
(ii) Should an urgent situation arise in which Facilities Services is unable to respond within 2 hours to a major system failure which has the potential for immediate and serious health or safety impacts to animals, staff/volunteers, employees, or the public, and/or the continued operation of essential animal control and sheltering programs and which cannot be otherwise managed or contained, Contractor may retain the services of a reputable repair person to address the issue, after notifying Facilities Services.
(iii) Contractor shall notify Facilities Services and PHPP within 2 hours of its decision and reasoning to take such actions. Contractor will provide Facilities Services with the key points of how the issue is being addressed. If possible, Contractor will arrange for a temporary solution so that Facilities Services can complete the full work once they are available. Contractor will use Contract Funds if Contractor incurs expenses due to

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an emergency repair as outlined in this subsection, unless caused by the intentional or negligent acts or omissions of Contractor, or its vendors, in which case Contractor shall be responsible for these expenses not using Contract Funds.

(iv) Contractor must comply with any prevailing wage requirements of state law as applicable for any construction or repair it undertakes not performed by Facilities Services.

5. Utilities

(i) Contractor is responsible for furnishing and paying for all utilities for the Shelter, including gas, water, electricity, sewer, telephone/internet and garbage service. All utility services shall be paid from the provided Contract Funds.

(ii) Contractor shall maintain all records pertaining to all repair, replacement, maintenance utility and other services provided under this Agreement for a period of four years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the County, a Federal granter agency, and the State of California.

6. Signage

(i) Facilities Services will provide directional signs for parking lots and building lobbies.

(ii) Contractor will have input on suitability of all signage installed by County. PHS will not install signage without approval of County.

7. Pest Control

Contractor will use best efforts to maintain the Shelter pest- free. Contractor (PHS) will enter into, pay the costs of, and monitor a recurring and scheduled contract for pest control services in and around the Shelter, and on an as needed basis. The contract shall cover control of all types of pests, including termites and all types of insects, rodents and other and vermin. Costs will be paid from Contract Funds. The pest control invoices/reports will be made available to County upon request.

8. Disaster Response

In the event of a natural disaster such as a major earthquake, Facilities Services staff are trained and prepared to respond to and secure building systems. County shall not be responsible or liable for any damages to Contractor or any third party for injuries or damages caused by a natural disaster or any injuries or damage to any person or property belonging to any person, or interruptions of any operations of Contractor, as a result of a natural disaster.

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9. Skilled Craft Services

i. Carpentry

Facility Services carpenters will perform maintenance and repairs as needed as determined by the County Facilities Services, or upon reasonable request by Contractor, and approval by County on roofs, doors, windows, water damaged areas and hard surface floors in common areas. Facilities Services will also patch and repair chips and holes in walls. Other carpentry services are available on a fee for services basis {see Section IV).

ii. Lock Work

Locksmith services provided under baseline services Include the repair or replacement of broken building locksets (excluding Contractor property such as file cabinets and desk), repair or adjustment of improperly working door closers; providing duplicate keys with proper authorization; re-keying locks for security reasons as determined necessary by Facilities Services; replacing worn or outdated locksets; and any work required because of new codes and regulations, as determined by Facilities Services. Keys for or repairs to County property, including but not limited to desks, file cabinets, and vehicles are beyond the facility service charge and will be repaired by the contractor using funding from the animal control services Contract Funds.

10. Grounds Services

i. Landscaping

Facilities Services is responsible for providing and monitoring the landscaping services for the Shelter. Under this contract, and as determined necessary or desirable by Facilities Maintenance, the landscaping crews will install and maintain irrigation systems; propagate and plant appropriate species; prune, trim, fertilize, now, and provide all other care and maintenance for plants, shrubs, trees, turf, and lawns.

11. Custodial and Janitorial Services

Contractor shall maintain all interior and exterior areas of the Shelter and grounds in a clean and sanitary condition. Contractor may provide this service through its staff or shall retain a reputable vendor to provide janitorial and custodial services at a reasonable cost and as needed to fulfill its responsibility to maintain the Shelter in a clean and sanitary condition.

Facilities Services will provide no Custodial or Janitorial for the shelter.

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Section IV. Additional Services

Services requested by Contractor and not outlined in Section III are considered "additional services," and shall not be provided unless approved by the Directors of County Health and Department of Public Works. If approved, services listed below will be scheduled upon receipt of a work request from County Health, and the associated costs will be invoiced to the Contractor. Contractor will use Contract Funds to pay the invoice within 30 calendar days from date of mailing or emailing; if not timely paid, County will deduct the past due amount from Contractor's next monthly payment. The majority of these services are provided under the administration of the Construction Services Section (CSS) located at 30 Tower Road, San Mateo. Requests for services and cost estimates should be routed through San Mateo County Health System (Animal Control Manager). Contractor shall in no circumstance alter any part of the Shelter structure or install any fixture, without prior written County approval from the Directors of the San Mateo County Health and Department of Public Works.

A. Carpentry

New:

- Floor coverings
- Commercial fixtures
- Acoustical ceilings
- Doors/windows
- Soundproofing and insulation
- Air conditioning units
- Restroom partitions and fixtures tile work
- Concrete slabs and retaining walls

Building and/or custom fabrication:

- Storage structures
- Security gates, windows, etc.
- Custom cabinets and casework
- Custom shelves, reception counters, etc.
- Wall framing and drywall
- Custom racks, bins, etc., for delivery vehicles

B. Electrical

- Install additional electrical circuits and outlets
- Upgrade and install new workplace lighting
- Install Pleione electrical whips
- Install and maintain security alarm systems
- Set up temporary power for events.

C. Lock Work

- Lock drilling (when keys are lost or locked inside, contact FM&O)

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- New installation (result of new construction or remodeling)

D. Other

- Directional signs for departmental areas
- General construction site cleanup

Need for county approval for any fixtures, repairs, remodeling or construction at the Shelter. Any of the above items as well as any new fixtures, construction, repairs or remodel (to include altering of the building or grounds in any way) may not be undertaken without the express, prior written permission of the Director of San Mateo County Health or designee, and the Director of the Department of Public Works, or designee, except as otherwise provided under this Agreement.

If Contractor performs any construction work, remodeling or repairs, or attaches any fixtures to Shelter or other county-property without such written permission, or changes the grounds in any manner, Contractor must promptly return the Shelter building, property or grounds to its original condition at its own expense and not using Animal Control Services Contract Funds or any other County funding, except as otherwise provided under this Agreement.

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Section V. Excluded Services

A. <u>This Agreement does not include any of the following which will be Contractor responsibility:</u>

Contractor shall be solely responsible for maintaining the below items. Money for all repairs and costs will come from the Contract Funds. Any such items undertaken by Contractor shall be documented and all invoices for any such work, shall be kept and provided to County on a quarterly basis. For major equipment owned by the County (as listed In subsection (d) below, and any similar equipment), Contractor shall use a reputable, qualified, and licensed contractor or vendor, and may not use its own employees or volunteers for such work without County approval. If employees or volunteers are used for work, no additional County funds shall be used for such labor, except those funds otherwise used to pay the employee's regular salary. Contractor agrees that all major equipment owned by the County (as listed In subsection (d) below, and any similar equipment) will be serviced by a qualified vendor.

1. Light bulb replacement to include lamps and ballast
2. Plumbing clogs: Contractor will first attempt to unclog and if unsuccessful will submit a request to Facilities Services for repair. (Contractor may not hire a service to attempt to unclog pipes.)
3. Equipment maintenance and repair as follows:
    - Washers/dryers
    - Kennel cleaning equipment
    - Safes, lock boxes
    - Clippers
    - Surgical tables
    - Audio visual equipment camera, security and intrusion alarms
    - Computers/printers/scanners etc. and phone system
    - Cash Registers/credit card machines, fax machine etc.
    - Any other specialty equipment for animal sheltering
    - Refrigerators
4. These items must be repaired by a qualified vendor
    - X-ray equipment
    - Anesthetic machine
    - Surgical lights
    - Auto clave
5. Kennel fencing repairs, to include the replacement of mud flaps or guillotine doors, door latches etc. (if CMU needs repair, the Contractor will submit a repair request to the Manager of Animal Control and Licensing for approval prior to contacting Facilities Services)
6. General:
    - Repair office furniture
    - Anchor files and shelving

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- Hang pictures and bulletin boards; however, Contractor shall take care not to damage County property in its placement and installation of these or any other items attached to walls or ceilings

7. Intercom systems

8. Installation of new animal shelter equipment that is not attached to the structure.

9. Replacement of any equipment purchased by the Contractor for use in animal sheltering or animal control operations: Contractor shall not replace equipment to be paid for by Contract Funds without prior approval from County of equipment to be replaced and cost if cost exceeds $5,000 per individual item. If the need to replace such equipment is due to Contractor misuse or negligence, as distinct from wear related to appropriate use, Contractor shall replace such equipment from its own funds not Contract Funds, or any other County funds. Funds for approved replacement equipment not misused or damaged by Contractor are to come from Contract Funds. Any equipment or items purchased with Contract Funds or other County funds Is property of the County. Contractor shall use Contract Funds for purchase of equipment or vehicles to be used at the Shelter for providing services, which equipment. and vehicles shall be County owned.

10. Paint offices, conference rooms and staff bathrooms.

11. Keep the landscaped areas, walkways and patios, adjacent sidewalks, and other common areas In and around the County facility clean and in good repair

12. Sweep the entrances to County facility as needed and will keep glass doors clean

13. Contractor is solely responsible for custodial and pest control at the shelter.

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Section VI. Additional Responsibilities

A. Facilities Services Responsibilities

1. For routine maintenance of systems, Facilities Services will

(i) Provide the Contractor with advance schedule to the extent practicable

(ii) Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)

(iii) Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.

2. For other than routine scheduled maintenance

(i) Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.

(ii) Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):

a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).

b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)

c) Critical or emergent work will be completed at time of investigation.

d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.

e) Contractor will notify Facilities Services of its review of the repair once completed.

f) All communication between Contractor and Facilities Services will be copied to PHPP.

g) Facilities Services will leave the work areas safe and clean of any debris caused by the repairs upon completion of the task.

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h) Facilities Services and Contractor will comply with all state and federal laws and regulations regarding the handling and disposal of materials and waste products associated with the normal operations of the facility or its maintenance that could impact public safety and the environment.

i) Facilities Services will research and/or recommend special materials, devices, or services if it deems this appropriate and if desired by Contractor

j) Facilities Services will make appropriate referrals as It deems necessary or appropriate for work outside the scope of baseline maintenance services

k) Facilities Services will coordinate with Risk Management, Environmental Health, Sheriff's Office, local fire departments, and/or other regulatory and health and safety agencies as it deems necessary for issues related to building safety and inspection.

B. **Contractor is to:**

1. Designate a Maintenance Coordinator(s) to be the primary point of contact for Facilities Services Issues.

2. Provide accurate and full details of services requested

3. Report mechanical malfunctions or other needed repairs to Facilities Services promptly and complete necessary services request form(s).

4. Encourage all employees to be energy conscious. It's good for the environment as well as keeping your costs down.

C. The parties acknowledge that County will be making an inventory and tagging all equipment and vehicles that are County owned or purchased using any Contract Funds. Contractor agrees to use best efforts to assist and cooperate with County in making its inventory of equipment and vehicles which are owned by County in whole or in part. As part of this effort to assist the County in making its inventory, Contractor shall maintain and provide to County, within thirty days of signing this Agreement, a current inventory of all equipment previously paid for with non-Contract Funds owned by Contractor or paid for in part with non- Contract Funds, used at the shelter and having a current fair market value of $1,000 or more.

D. In event of termination or expiration of this Agreement, the County shall have the option to purchase any equipment or vehicle that has been paid for in part out of non-County Funds by paying to Contractor the depreciated value of Contractor's share of the equipment. In the event County opts not to purchase this equipment or vehicle, Contractor shall pay to County the depreciated value of its share of the equipment or vehicle.

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Section VII. Service Level Costs

A. Invoicing/payment of Facilities Maintenance Work

1. As it relates to repairs/service which fall under the Contractor's responsibilities, Contractor will manage this work within the Contract Funds provided for under the Animal Control Services Agreement and provide open book accounting for all work contracted to outside vendors and provide copies of invoices and a quarterly report of all expenditures 'As it relates to repairs/service which fall under Facilities Services responsibilities, Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days from date of mailing. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.

2. As it relates to repairs/service which fall under Facilities Services responsibilities but for which Facilities Services cannot respond in a timely manner and which are, as a result, managed by Contractor under the conditions provided herein, Contractor will pay the invoice using Contract Funds that it receives pursuant to the Animal Control Services Agreement, and promptly send a copy of such invoice to the County Animal Control Program Manager, Care of County Health, Public Health, Policy and Planning Division.

B. Additional services;

1. Costs associated with additional services as outlined in Section IV are based on the actual costs of each service as performed and are charged to the Contractor by invoice from Facilities Services. Each service will have a cost per unit time or occurrence.

(i) For work performed by Facilities Services staff, labor rates are hourly based on classification and include overhead. Materials and supplies are billed at their actual cost.

(ii) For work that must be contracted out, Facilities Services will request estimates from qualified and reputable companies and award the job to the low bidder. Contractor will be billed for the actual cost of the work. Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days. If invoice is not timely paid, County will deduct the past due amount from Contractor’s next monthly payment.

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Section VIII. Billing Procedures and Tracking Information

A. Tracking Information

1. Because a large percentage of work performed by Facilities Services is associated with building systems and structures, baseline services are tracked by building rather than by individual department. Facilities Services staff will record labor and material costs for each activity performed in a building, and these costs are then reflected in the report sent quarterly to the Contractor and the Animal Control Manager, San Mateo County Health. Contractor will be charged for services rendered on an ongoing basis and not based on a predetermined amount.
2. The cost for additional services is tracked by work authorization. Prior to receiving a service, the Contractor will set aside a dollar amount equal to the estimated cost for that service. As services are rendered and costs are incurred, the invoices will be sent to County Health System Animal Control Manager and then to the Contractor. The cost will be taken out of animal control Contract Funds by the Contractor, who will pay the invoice within 30 calendar days or the County will deduct the overdue amount from Contractor's next payment.
3. If there Is a dispute raised by Contractor, within three business days of receipt of the Invoice, regarding the accuracy of charges in an invoice, the parties shall use best efforts to resolve the dispute expeditiously. If while using best efforts, the parties have not resolved the dispute within 30 calendar days, Contractor shall not be in breach if the parties agree that they are working in good faith to resolve the dispute.

B. Building Manuals, Drawings, Training

In preparation for this, Contractor is to receive copies of all warranties, as-builts, operating and maintenance materials, and is to participate in all trainings provided by the Shelter's general contractor to DPW for the systems that Contractor will be maintaining. The intent is to have Contractor be informed as much as possible to more efficiently assist DPW in its role as well as manage its own responsibilities.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Peninsula Humane Society & SPCA:

DocuSigned by:
Anthony Tansimore
AE55EE92D70C4C3...
Contractor Signature

5/3/2021 | 9:31 AM PDT
Date

Anthony Tansimore
President

For County:

DocuSigned by:
Cassius Lockett
3A092B8EB5EC42E...
Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

5/3/2021 | 12:33 PM PDT
Date

Cassius Lockett, PhD.
Director of Public Health, Policy and Planning
County of San Mateo

DocuSigned by:
Kevin Sporer
4673E02C362D494...
Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

5/3/2021 | 2:17 PM PDT
Date

Kevin Sporer
Facilities Deputy Director
Gary Behrens
Facilities Services Manager
County of San Mateo

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Attachment L
Peninsula Humane Society Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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Attachment M
County-Owned Radio Equipment

- 4 - Motorola APX 7000 Handheld Radios
- 17 - Motorola APX 4000 Handheld Radios
- 1 - Motorola MCD 5000 Deskset
- 1 - Motorola APX 7500 Radio installed in vehicle
- 13 - Motorola APX 6500 Radios installed in vehicles
- 1 - Antenna mounted on roof of County Shelter

Agreement No. Resolution No. 076668

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PETDATA, INC.

This Agreement is entered into this Fourth day of June, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and PETDATA, INC., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of San Mateo County Health- Public Health, Policy & Planning.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS ($613,945). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

4. Termination

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance

written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. **Hold Harmless**

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability… $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Cassius Lockett, Director of Public Health, Policy and Planning
Address:	225-37th Avenue, Room 178 San Mateo, CA 94403
Telephone:	650.573.2532
Facsimile:	650.573.2788
Email:	clockett@smcgov.org

In the case of Contractor, to:

Name/Title:	President, PetData, Inc.
Address:	8585 N Stemmons Fwy, Suite 1100-N Dallas, TX 75247
Telephone:	214.821.3100 x515
Facsimile:	214.821.3106
Email:	crichey@petdata.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PETDATA, INC.

Contractor Signature | April 12, 2019 Date | Christopher A. Richey Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Resolution No. 076668

Date: 6/4/19

ATTEST:

By:

Clerk of Said Board

Template Version November 16, 2016

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Exhibit A

In consideration of the payments set forth in Exhibit B and with a focus on increasing licensing and vaccination compliance throughout the County of San Mateo, Contractor shall provide the following services:

A. Management of the daily operations for animal licensing including:

1. Data Entry & Processing
   a. Process correspondence from pet owners including, but not limited to, issuing tags.
   b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.
   c. Provide data entry of both new and renewal licenses and vaccination information.
   d. Implement procedures for verification of information submitted.
   e. Ensure complete, unduplicated, and accurate information.
   f. Process, collect, and provide receipts for animal licensing fees.
   g. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
   h. Provide customer service including communication with citizens, veterinarians, and designated County staff.

2. Veterinarians & Other Authorized Registrars
   a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)
   b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.

3. Animal License Tags
   a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
   b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.

4. Electronic Payments & Banking
   a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
   b. Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.
   c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
      i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
      ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
      iii. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.
   i. Charges to Licensee for on-line payments:
   Cost Recovery Processing Fees in the amount of $2.00 per on-line transaction to be charged to licensee*. Note: Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and shall retain the Cost Recovery Processing Fees collected.
   ** More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.*

5. Communication & Access
   a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
   b. Provide a customized San Mateo County toll-free number and answering service.
   c. Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
   d. Communicate to pet owners on the status of their pet's license status including annual billing.

6. Reporting
   a. Provide monthly report of animals licensed to the County.
   b. Provide statistical reports as requested by the County.
   c. Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.
   d. Provide monthly lists of delinquent licenses upon requested by County.
   e. Provide customized reports as requested by County.
   f. Provide public record information as requested by County.

7. Additional Services
   a. Work in partnership with County staff:
      i. To ensure all licensing information, both complete and incomplete records, are imported into Contractor's database on a weekly basis.
      ii. To develop a process that will allow/entice veterinarians to sell licenses at their County location.

B. Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.

C. With the exception of the license tags and/or customized inserts, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.

D. Contractor agrees to comply with California state and local laws governing animal licensing.

E. Contractor will back up all databases twice during the working day.

F. During regular business hours, Contractor will assist with countywide efforts to reunite pets with their owners during a natural disaster.

County agrees to provide the following to Contractor:

A. Access to County's animal control database to allow import of data into Contractor's database.

B. Licensing tags and customized inserts to Contractor's on-site location for disbursement.

C. Any licensing fees collected by County: such fees will be retained by County, and a record of fees collected along with any supporting documents will be forwarded to the Contractor for processing no later than the 5th calendar day of the following month.

D. Any licensing fees collected by Contractors of the County: such fees and any supporting documents will be forwarded to the Contractor for processing with the exception of cash. Cash will be deposited into County's bank account directly by County staff.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Fixed Fees:
One-year license: $4.28 per license
Multi-year license: $4.28 for the first year and $2.00 for each additional year
Late fees collected: $2.50 collection service fee for each license
Replacement tags: $4.28 per tag
Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

Fixed fees shall not be charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge.

An agreed upon method to follow-up with pet owners who did not respond to a prior notice is included at no additional charge.

B. In any event, the maximum amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS ($613,945.00) (Included are bank fees)for the Agreement term.

C. Payment by County to Contractor shall be monthly and made be made electronically by the County should the required paperwork be completely by Contractor. Contractor shall bill County on or before the tenth (10^{th}) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice. Such back-up shall be in the form of a monthly report of the animals licensed.

Contractor will provide available bank statements within five business days if requested by County.

D. Additional Service Fees
Contractor shall invoice County for any bank deposit and supply fees outside the scope of this Agreement.

County will reimburse Contractor for bank fees upon verification of such, including:

1. Actual bank fees charged to Contractor as a result of Contractor maintaining the bank account for the purpose of providing services outlined in this contract. This amount, in and of itself, is included in the total contract amount and will not exceed SEVEN THOUSAND AND FIFTY DOLLARS ($7,050.00) (included in the contracted costs) without prior authorization from designated County staff.
2. Non-sufficient fee charge charged to Contractor. Contractor will make every attempt to collect bank fees from pet owners and will reimburse County upon collection of said fee.

Contractor shall invoice County on a monthly basis for the actual cost of the bank account maintained for the purpose of this contract.

E. At the discretion of the Director of Public Health, Policy & Planning or designee, an annual conference call may be scheduled between the Contractor and County. Contractor's time and/or related expenses are not billable.

F. At the discretion of the Director of Public Health, Policy & Planning or designee, a meeting at the County's location may be scheduled between the Contractor and County once during the term of this contract. Contractor's travel time to and from the County and/or related expenses are not billable.

G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

H. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid for services already provided pursuant to this Agreement.

I. In the event this Agreement is extended or renewed after June 30, 2022 and the County does not issue a Request for Proposal, Contractor agrees to continue the fixed fees as shown below:

One-year license: $4.28 per license
Multi-year license: $4.28 for the first year and $2.00 for each additional year
Late fees collected: $2.50 collection service fee for each license
Replacement tags: $4.28 per tag
Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

COUNTY OF SAN MATEO
COUNTY MANAGER'S OFFICE

Michael P. Callagy
County Manager/
Clerk of the Board

County Government Center
400 County Center, 1st Floor
Redwood City, CA 94063
650-363-4121 T
650-363-1916 F
www.smcgov.org

July 7, 2020

Robert Barron, Finance Director
91 Ashfield Road
Atherton, CA 94027

Re: Notice of Construction Costs for the Animal Care Shelter Facility

Dear Robert,

On or about September 9, 2014, the municipalities within San Mateo County entered into an agreement ("the Agreement") to share the construction costs of a new animal care shelter facility. The agreement provides that the County of San Mateo will advance the funds for construction to be repaid by the municipalities according to their share, through a 30-year, interest-free lease agreement.

On March 6, 2020, construction of the new animal shelter building was completed, and certificate of occupancy was issued. The old shelter building was demolished shortly thereafter, and final project completion (with exception of photovoltaic installment) is slated for approximately July 30, 2020. Final project costs are reasonably determinable and anticipated to be approximately $28,300,000. The municipalities' final shared responsibility is anticipated to be $25,700,000 or $856,758 annually. The County will not seek reimbursement for $2,600,000 in project costs comprised of an upgraded heating ventilation air conditioning ($600,000), a photovoltaic system ($1,200,000), miscellaneous site improvements related to landscaping, fencing, and parking ($530,000), and relocation of a City of Burlingame water line ($270,000).

The final column of Attachment B to this letter sets forth each municipalities' final annual lease amount, as calculated in the manner proscribed by the Agreement. Final costs exceed the June 2018 estimate by approximately 3%. This marginal increase is a result of escalated regional construction costs and unforeseen circumstances encountered during construction, including requirements for ongoing air-quality monitoring, soil remediation and treatment, fire safety system modifications, PG&E delays, and necessary and reasonable end-user logistical design modifications. The County of San Mateo has worked diligently and successfully to minimize these additional costs while delivering a high-quality facility that will stand the test of time.

Though we had to cancel the ribbon-cutting for the facility due to the pandemic, we look forward to holding, at the appropriate time, a reception to celebrate our successful regional collaboration. In lieu of an in-person tour, we've enclosed photographs of the exterior of the new facility and site. Pursuant to paragraph 3 of the Agreement, annual payments to County to reimburse for costs of construction shall become due on the initial July 1st after a certificate of occupancy is issued for the new shelter, and each subsequent July 1st for the next 29 years thereafter. Please find enclosed the invoice and payment instructions for the initial lease payment for your municipality.

Should you have any project questions, please contact Director Adam Ely of the Project Development Unit at 650.722.8112. Should you have any payment questions, please contact Robert Manchia at 650.363.4597.

Sincerely,

Mike Callagy
San Mateo County, County Manager

Enclosures: Resolution 073369, Final Attachment B, Invoice July 2020

ATTACHMENT A

MEMORANDUM OF AGREEMENT

REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA, AMONG THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE AND THE COUNTY OF SAN MATEO

THIS MEMORANDUM OF AGREEMENT, dated for reference as of September 9, 2014, (the "Agreement"), is by and among the COUNTY OF SAN MATEO (the "County"), and the cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties").

RECITALS

The County and the Cities are parties to an Agreement for Animal Control Services dated as of April 26, 2011, pursuant to which the County provides animal control services in the unincorporated area of the County, as well as in the jurisdictional boundaries of the twenty Cities within the County, listed above, each of which is a party to the Agreement for Animal Control Services.

As set forth in the Agreement for Animal Control Services, the Peninsula Humane Society & SPCA ("PHS") presently serves as the County Contractor for the provision of certain animal control services to the County and the Cities. These services and the terms of PHS' performance of them are contained in an Animal Control Services Agreement between the County and PHS dated as of April 26, 2011.

In conjunction with and pursuant to the Animal Control Services Agreement, the County has leased to the PHS the land at 12 Airport Boulevard, in San Mateo, California, on which an Animal Care Shelter facility owned and operated by PHS is presently located.

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth

the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Construction Cost Allocation Methodology: The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. County Advancing Construction Costs: The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars ($20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed $20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. Parties' Payment of Proportional Share of Construction Costs: Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1st after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1st for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set

forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as provided in Section 1 of this Agreement. Each Party's obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party's termination, recalculate the remaining Parties' Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party's additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

4. Term and Termination: Except as set forth above, this Agreement shall be effective for the period from September 9, 2014 until each Party has made the last payment required under Section 3 of this Agreement. Except as set forth in Section 3 of the Agreement (i.e., by terminating participation in the Agreement for Animal Control Services), no Party may terminate this Agreement during its term. A Party terminating its participation in this Agreement shall do so effective as of December 31 of a year during the term of this Agreement and shall provide each other Party to this Agreement with at least one full year's prior written notice of the Party's intent to terminate its participation in the Agreement.

5. Amendments/Entire Agreement: Amendments to this Agreement must be in writing and approved by the governing body of each Party. This is the entire agreement among the parties with respect to the construction of the new Animal Care Shelter facility and it supersedes any prior written or oral agreements with respect to the subject.

6. Hold Harmless: Each City shall hold harmless, indemnify, and defend County, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.

This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to "animal control-related services" within the meaning of this Agreement.

In the event of concurrent negligence of the County, its officers, or employees, and any City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

7. Assignability: Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties.

8. Notices: Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, as follows:

To City:

To County:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF SAN MATEO has authorized and directed the President of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: September 9, 2014

COUNTY OF SAN MATEO

Clerk of the Board

Resolution #073369

ATTACHMENT B

Methodology = Based on an 3-yr avg of shelter use (80%} and % of population (20%)

ANIMAL CONTROL COSTS

PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

								Overall Total	**Overall Total**
								$26,600,000	**$28,300,000**
CITY	Shelter Use	Shelter Use	Shelter Use				$20,200,000	$24,800,000	$25,700,000
	Calendar Year								$856,758
	Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual	3 YR AVG of Sheleter Use	POPULATION	% of Total	EST ANNUAL LEASE AMT (Sept. 2014)	EST ANNUAL LEASE AMT (July 2018)	EST FINAL ANNUAL LEASE AMT (July 2020)
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	$5,749	$7,059	$7,173
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	$21 811	$26,780	$27,212
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	$5,633	$6,916	$7,028
Burlingame	3.51%	3.48%	320%	3.40%	28,806	4.0%	$23,696	$29,095	$29,565
Colma	0.61%	0.98%	0.60%	0.73%	1,792	2.0%	$4,268	$5,241	$5,325
Dalv Citv	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	$69,679	$85,556	$86,936
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	$44,420	$54,542	$55,422
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	$18,550	$22,776	$23,144
Half Moon Bay	5.21%	5.04%	2.47%	4%	11,324	1.6%	$24,962	$30,650	$31,144
Hillsborough	1.59%	129%	1.14%	1.34%	10,825	1.5%	$9,247	$11,354	$11,537
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	$31,769	$39,008	$39,637
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	$14,576	$17,897	$18,186
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	52.0%	$37,288	$45,784	$46,523
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	$4,084	$5,014	$5,095
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	$85,143	$104,543	$106,229
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	$38,734	$47,559	$48,326
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	$22,921	$28,143	$28,597
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	$105,000	$128,924	$131,004
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	$66,530	$81,689	$83,007
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	$13,111	$16,098	$16,358
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	$26,235	$32,213	$32,732
HVAC +Solar Costs*	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$1,800,000	$1,800,000
Burligame Waterline	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$270,000
Misc. Site Improvements	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$530,000
Total	100.00%	100.00%	100.00%	100.00%	718,451	100.00%	$673,405	$826,843	$840,179

* HVAC, Solar, and Miscellaneous site improvement costs of $2.6 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost is $28.3 million.

Resolution #073369

AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND the Cities

THIS AMENDMENT TO THE AGREEMENT, entered into this _____. 20___, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a "City" and collectively called "Cities".

W I T N E S S E T H:

WHEREAS, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers;

WHEREAS, the Cities and County, hereinafter collectively called "Parties", entered into an Agreement for animal care and control, shelter services and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

WHEREAS, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

WHEREAS, On June 6, 2021, the Cities entered into an agreement with the County to facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026.

WHEREAS, the Cities and County wish to amend the Agreement to extend the term up to June 30, 2029.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 Definitions under 2.3 Animal Control Program of the agreement is amended to read as follows:

2.3 Animal Control Program: The program within the County Health, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

Section 2 Definitions under 2.6 Animal Licensing Service of the agreement is amended to read as follows:

2.6 Animal Licensing Program: The program within the San Mateo County Health, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction

Section 2 Definitions under 2.9 Holidays of the agreement is amended to read as follows:

2.9 Holidays: Federally designated holidays with the addition of Easter and exclusion of Columbus Day/Indigenous Peoples' Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts

Section 3 Each City's Responsibilities under 3.3 Designation of Animal Control & License Revenue Collector of the agreement is amended to read as follows:

3.3 Designation of Animal Control & License Revenue Collector. Each City hereby designates County Health or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City

Section 4 County Responsibilities under 4.1.a of the agreement is amended to read as follows:

4.1.a The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$6,189,290.95
2022-23	$6,327,480.28
2023-24	$6,499,455.67
2024-25	$6,674,024.00
2025-26	$6,858,739.01
2026-27	$7,037,138.11
2027-28	$7,220,177.44
2028-29	$7,407,977.72

Section 4 County Responsibilities under 4.1.b of the agreement is amended to read as follows:

4.1.b The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately $1,096,827 which will end on June 30, 2027).

Current Contract 2016-2021	Amount
One year license	$4.28 per license
Multi-year license	$4.28 for the first year and $2 for each additional year
Late fees collected	$2.50 collection service fee for each license
Replacement tags	$4.28 per tag
Bank and supply fees	Actual cost

Section 4 County Responsibilities under 4.2 of the agreement is amended to read as follows:

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$790,835
2022-23	$790,375
2023-24	$814,086
2024-25	$822,227
2025-26	$846,894
2026-27	$872,301
2027-28	$898,470
2028-29	$925,424

Section 4 County Responsibilities under 4.3.j of the agreement is amended to read as follows:

Section 4 County Responsibilities under 4.3.j has been removed from the agreement.

Section 5 General Provisions under 5.8 Term and Termination of the agreement is amended to read as follows:

5.8 Term and Termination. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2029.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

Section 5 General Provisions under 5.15 Notices of the agreement is amended to read as follows:

5.15 Notices. Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:

Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing
Address: 1600 W. Hillsdale Blvd San Mateo, CA 94402
Telephone: 650.573.2623
Email: lmorton-feazell@smcgov.org

4. All other terms and conditions of the agreement dated [Enter information here], between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

TOWN OF ATHERTON

_____
Dated:

ATTEST:

_____ _____
Town of Atherton, Clerk by

_____

Dated:

CITY OF BELMONT

ATTEST:

_____

City of Belmont, Clerk

_____

by

_____ **CITY OF BRISBANE**

Dated:

ATTEST:

_____ _____

City of Brisbane, Clerk by

_____

Dated:

CITY OF BURLINGAME

ATTEST:

_____

City of Burlingame, Clerk

_____

by

_____ **TOWN OF COLMA**

Dated:

ATTEST:

_____ _____

Town of Colma, Clerk by

_____

Dated:

CITY OF DALY CITY

ATTEST:

_____

City of Daly City, Clerk

_____

by

_____

Dated:

CITY OF EAST PALO ALTO

ATTEST:

_____

City of East Palo Alto, Clerk

_____

by

_____

Dated:

CITY OF FOSTER CITY

ATTEST:

_____

City of Foster City, Clerk

_____

by

_____

Dated:

CITY OF HALF MOON BAY

ATTEST:

_____

City of Half Moon Bay, Clerk

_____

by

_____ **TOWN OF HILLSBOROUGH**

Dated:

ATTEST:

_____ _____

Town of Hillsborough, Clerk by

_____

Dated:

CITY OF MENLO PARK

ATTEST:

_____

City of Menlo Park, Clerk

_____

by

_____

Dated:

CITY OF MILLBRAE

ATTEST:

_____

City of Millbrae, Clerk

_____

by

_____ **CITY OF PACIFICA**

Dated:

ATTEST:

_____ _____

City of Pacifica, Clerk by

_____ **TOWN OF PORTOLA VALLEY**

Dated:

ATTEST:

_____ _____

Town of Portola Valley, Clerk by

_____

Dated:

CITY OF REDWOOD CITY

ATTEST:

_____

City of Redwood City, Clerk

_____

by

_____ **CITY OF SAN BRUNO**

Dated:

ATTEST:

_____ _____

City of San Bruno, Clerk by

_____

Dated:

CITY OF SAN CARLOS

ATTEST:

_____

City of San Carlos, Clerk

_____

by

_____

Dated:

CITY OF SAN MATEO

ATTEST:

_____

City of San Mateo, Clerk

_____

by

_____

CITY OF SOUTH SAN FRANCISCO

Dated:

ATTEST:

_____

City of South San Francisco, Clerk

_____

by

_____

Dated:

TOWN OF WOODSIDE

ATTEST:

_____

Town of Woodside, Clerk

_____

by

ESTIMATE - FY 2026-27 ANIMAL CONTROL COSTS

ESTIMATE - FY 2026-27 Animal Control Costs - calculating Field @ 41% & Shelter @ 59% over 3 years and using past calendar year license revenue per city								26-27 Year Control rev less control & licensing exp less licensing rev	CY 2025 licensing revenue	TOTAL OF AC&L Rev less exp
								$6,617,109	$1,101,147	$7,718,256
CITY	Service Level Percentage	Service Level Percentage	Service Level Services Percent	Animals Received Percent	Service Level Percentage	Estimated 2026-2027 **Distribution**	Estimated 2026-2027	CY 2025 Licensing Revenue		Adjusted 2026-27 **City Cost**
	CY 2023 Actual	CY 2024 Actual	CY2025	CY2025	CY 2025 Actual		Before subtracting license revenue	% of total revenue	Licensing Revenue Collected	
Atherton	1.05%	0.94%	1.35%	0.71%	0.97%	0.99%	$76,167	1.18%	$ 13,044	$63,123
Belmont	3.04%	2.79%	3.73%	2.60%	3.07%	2.96%	$228,613	4.43%	$ 48,834	$179,779
Brisbane	0.58%	0.73%	0.94%	0.66%	0.77%	0.69%	$53,623	0.64%	$ 6,993	$46,630
Burlingame	3.95%	3.96%	3.96%	3.81%	3.87%	3.92%	$302,910	4.93%	$ 54,310	$248,600
Colma	0.38%	0.34%	0.72%	0.38%	0.52%	0.41%	$31,915	0.17%	$ 1,915	$30,000
Daly City	9.68%	9.66%	8.59%	10.92%	9.97%	9.77%	$753,974	7.44%	$ 81,913	$672,061
East Palo Alto	9.68%	8.16%	6.55%	11.34%	9.38%	9.07%	$700,262	0.96%	$ 10,579	$689,683
Foster City	2.74%	2.85%	3.72%	2.48%	2.99%	2.86%	$220,807	3.86%	$ 42,528	$178,279
Half Moon Bay	1.96%	1.78%	2.23%	1.04%	1.53%	1.76%	$135,513	2.85%	$ 31,336	$104,177
Hillsborough	1.05%	1.21%	1.61%	0.66%	1.05%	1.10%	$85,240	2.45%	$ 26,975	$58,265
Menlo Park	5.11%	5.50%	5.11%	5.55%	5.37%	5.33%	$411,227	3.74%	$ 41,223	$370,004
Millbrae	2.05%	2.07%	1.73%	2.69%	2.30%	2.14%	$165,058	2.80%	$ 30,816	$134,242
Pacifica	4.16%	4.43%	5.30%	3.59%	4.29%	4.30%	$331,607	8.39%	$ 92,424	$239,183
Portola Valley	0.49%	0.57%	0.97%	0.14%	0.48%	0.51%	$39,525	1.48%	$ 16,292	$23,233
Redwood City	12.19%	11.83%	11.77%	12.31%	12.09%	12.04%	$929,037	11.93%	$ 131,347	$797,690
San Bruno	5.28%	5.60%	4.43%	5.96%	5.33%	5.41%	$417,198	5.77%	$ 63,518	$353,681
San Carlos	2.80%	2.94%	3.61%	2.72%	3.08%	2.94%	$226,922	5.52%	$ 60,821	$166,101
San Mateo	15.03%	15.19%	12.64%	15.86%	14.54%	14.92%	$1,151,582	15.27%	$ 168,156	$983,426
S. San Francisco	8.62%	8.41%	7.86%	9.22%	8.66%	8.56%	$660,900	7.45%	$ 82,084	$578,816
Woodside	1.02%	1.10%	1.34%	0.45%	0.81%	0.98%	$75,527	1.40%	$ 15,434	$60,093
County	9.14%	9.96%	11.83%	6.90%	8.92%	9.34%	$720,649	7.32%	$ 80,605	$640,044
Total	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**$7,718,256**	**100.00%**	**$1,101,147**	**$6,617,109**

as of 4/16/2026

SAN MATEO COUNTY HEALTH

Dr. Kismet Baldwin-Santana, Health Officer
Tamarra Jones, DrPH, Director

Public Health, Policy & Planning
225 37th Avenue
San Mateo, CA 94403
smchealth.org

Dear City Managers, Police Chiefs, and Accounting Managers,

Enclosed please find the estimated invoice for your 2026-27 Animal Control Costs.
The final invoice will be sent out by December 18, 2026, and **due on February 19, 2027.**

INVOICE: As you may recall, estimates are sent out in April and the final bills are sent in December, using the full Animal Control and Licensing program. Currently, we are estimating our FY 2026-27 costs that will close June 30, 2027. We use the contracted methodology wherein your city's annual contract costs are based on a 3-year rolling average of usage (shelter and field services) and offset by your city's share of the last calendar year's licensing revenue. The licensing revenue is divided on a percentage basis determined by the number of licenses sold in each city. Please see the attached spreadsheet for your jurisdiction's individual estimate.

BUDGET CONTEXT: 2021-2026 period represents the original five-year contract with Peninsula Humane Society & SPCA (PHS). The County plans to extend this contract for an additional three years, through 2029. Each city is currently reviewing its agreement with the County. Once all agreements are approved, the County will bring the contract extension to the Board of Supervisors for final approval. The attached estimates reflect the proposed total contract amount with PHS for the upcoming fiscal year, along with conservative projections for licensing revenue.

REBATE: As reflected in recent years, under the updated contract with PHS and the current cost allocation model across cities, rebates are calculated based on the reconciliation of prior year's actual costs against the budget and invoices paid. Any resulting balance is issued as a rebate applied to the prior year invoice.

Each city should have received a rebate for the difference between what was paid for last December and what was budgeted in prior April. We will continue this process where April estimates are a conservative projection of cost. December invoices will reflect initial projection reconciliation for the current year, and rebate checks will reflect actual cost reconciled for the previous year.

It is important to note that we maintain refund monies from PHS from the previous contract terms. We will continue to hold aside funds for the upcoming audits of the contractor, both programmatic and fiscal, as well as a certain ability to cover unexpected program costs or

SAN MATEO COUNTY HEALTH

maintenance repairs (ex: HVAC unit, Kennel repairs) at the shelter without requiring additional funding from cities during the year.

Should you have any questions regarding the enclosed invoice, refunds, or any other concerns, please feel free to contact me at 650-573-3726 or lmorton-feazell@smcgov.org.

Sincerely,



Lori Morton-Feazell
Program Manager, Animal Control & Licensing

cc: Tamarra Jones, Director, Public Health, Policy & Planning
Norman Lau, Fiscal Officer, Public Health, Policy & Planning

RESOLUTION NO. XX – 2026

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO APPROVING THE UPDATED ANIMAL CONTROL SERVICES AGREEMENT WITH THE COUNTY OF SAN MATEO FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2029, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of East Palo Alto has participated in a countywide shared animal control services program administered through the County of San Mateo for many decades; and

WHEREAS, the County of San Mateo contracts with Peninsula Humane Society & SPCA to provide animal control, shelter, veterinary, and animal licensing services on behalf of participating jurisdictions; and

WHEREAS, the current agreement for these services expires on June 30, 2026, and the County and Peninsula Humane Society & SPCA have agreed to exercise the option to extend the agreement for an additional three-year term through June 30, 2029; and

WHEREAS, the updated agreement will ensure continued provision of essential animal control and sheltering services to the City of East Palo Alto; and

WHEREAS, the City's estimated share of program costs for Fiscal Year 2026–27 is $689,683, with an estimated total cost of approximately $2,454,279 over the three-year contract term; and

WHEREAS, the City Council finds that the agreement is exempt from the City's Purchasing Ordinance pursuant to East Palo Alto Municipal Code Section 2.84.060(B)(10), relating to contracts with other governmental entities; and

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

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

1.
2. Approving the updated three-year Animal Control Services Agreement between the City of East Palo Alto and County of San Mateo for the continued supply of animal control, shelter, veterinary, and animal licensing services, which will cost the City of East Palo Alto approximately $2,454,279;

3. Authorizing the City Manager to execute the updated agreement once finalized by the County;

4. Finding that the proposed action is exempt from the City's Purchasing Ordinance, codified at East Palo Alto Municipal Code Section 2.84.060(B)(10)(Contracts with Other Governmental Entities); and

5. 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.

PASSED AND ADOPTED on this 5th day of May 2026, by the following vote**:**

AYES:
NOES:
ABSTAIN:
ABSENT:

Webster Lincoln, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

CONSENT ITEM 3.7

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Orly Amey, Assistant to the City Manager
Shiri Klima, Assistant City Manager

SUBJECT: City Council Strategic Priorities Fiscal Years (FY) 2025-27 Work Plan - Third Quarter Status Update

Recommendation

Receive a third quarter update on the City Council Strategic Priorities FY 2025-27 Work Plan.

Executive Summary

This report provides an update on the City Council Strategic Priorities FY 2025–27 Work Plan, which outlines the projects and initiatives advancing the City Council's adopted FY 2025–29 Strategic Priorities**.** The Work Plan serves as a roadmap for implementing the City Council's strategic goals through coordinated, measurable actions across departments, ensuring continued alignment between City Council direction, community priorities, and City operations. This update pertains to the third quarter (Q3) of the Work Plan, which began on January 1, 2026, and ended on March 31, 2026.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Civic Engagement
Priority: Comprehensive Housing
Priority: Governance, Organizational Strength, and Fiscal Sustainability
Priority: Land Use, Economic and Workforce Development
Priority: Parks, Recreation, and Community Facilities
Priority: Public Health, Safety, and Quality of Life
Priority: Public Infrastructure and Utilities

Background

On June 17, 2025, the City Council adopted its FY 2025–2029 Strategic Priorities and accompanying FY 2025-27 Work Plan, establishing a strategic framework with particular steps to guide the City's policy direction, resource allocation, and program delivery. These documents represent a coordinated plan for addressing community needs and strengthening organizational capacity over the next several years. They are collectively available at www.cityofepa.org/sites/default/files/fileattachments/city_council/page/13631/epa_strategicplan_7.1.25_final.pdf.

The Council Priorities serve as overarching focus areas that shape how the City directs its efforts and investments. They reflect the collective input of residents, stakeholders, and community leaders who participated in a robust engagement process in the spring of 2025 to identify East Palo Alto's most critical challenges and opportunities. By defining clear priorities, the City Council provided policy direction to the City Manager and ensured staff remained focused on initiatives that advance community well-being and measurable results.

The Council Council's Strategic Priorities for FY 2025 through FY 2029 are:

- **Civic Engagement:** Provide diverse and inclusive opportunities for all EPA community members to participate in City meetings, have a voice in City affairs, and develop leadership skills for EPA youth.
- **Comprehensive Housing:** Increase the City's housing stock at all income levels (from affordable to market rate), facilitate pathways to homeownership, and prevent displacement of existing residents.
- **Governance, Organizational Strength, and Fiscal Sustainability:** Strengthen the City's internal capacity, transparency, and long-term financial health by improving core operation, investing in workforce and systems, and implementing data-informed strategies to ensure effective service delivery, accountability, and fiscal resilience.
- **Land Use, Economic, and Workforce Development:** Support balanced development that attracts investment, strengthens local businesses, reduces economic leakage, and expands access to quality jobs and services that meet local needs.
- **Parks, Recreation, and Community Facilities:** Invest in the modernization and expansion of the City's parks, recreation, and community facilities and services to increase residents' access to open spaces and recreational opportunities.
- **Public Health, Safety, and Quality of Life:** Implement and enforce strategies to ensure public safety, improve the livability of neighborhoods, and prepare the City for disasters and emergencies.
- **Public Infrastructure and Utilities:** Maintain, modernize, and expand the City's physical infrastructure (streets, sidewalks, utilities) to support existing homes and businesses, and new development.

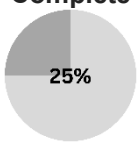
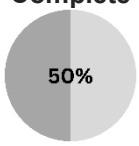
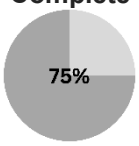
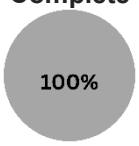
The FY 2025–2029 Strategic Priorities and FY 2025-27 Work Plan were refined in tandem and adopted together to ensure alignment between strategic goals and implementation activities. While the Council Priorities establish the City's long-term focus areas, the Work Plan translates

those priorities into specific, actionable projects and programs that can be tracked and reported to the City Council and community. This report and Attachment 1 provide an update on the City's progress implementing the Work Plan from July 1, 2025, through March 31, 2026.

Analysis

The FY 2025–27 Work Plan includes 59 projects. As of the close of the Q3 reporting period, 46 of the 59 projects are active, 10 projects have been completed, 2 have been deferred (originally planned to begin by 3/31/2026, but paused until a later date), and 1 project is scheduled to begin in the future.

Table 1: Project Status as of March 31, 2026

Project Completion Status	Not Yet Scheduled to Begin	Deferred	25% Complete 	50% Complete 	75% Complete 	100% Complete 
# of Projects as of End of Q3 (12/31/25)	2	4	25	12	12	4
# of Projects as of End of Q3 (3/31/26)	1	2	16	17	13	10

At the close of Q3, of the 59 projects:

- **2%** are not yet scheduled to begin (1 project).
- **3%** have been **deferred** (2 projects).
- **27%** are **a quarter complete** (16 projects).
- **29%** of the projects are **half complete** (17 projects).
- **22%** are **three-quarters complete** (13 projects).
- **17%** of the projects are **completed** (10 projects).

A total of 6 projects progressed to 100% completion during the third quarter; these projects are noted below with an asterisk (*). This brought the total number of completed projects in the Work Plan from four at the end of Q2 to 10 at the end of Q3. It is important to note that many completed projects require subsequent operational actions that require significant staff effort.

The completed projects are:

1. Develop Recommendations for Youth Commission* (CIV-1): The City Council approved establishing a youth commission and youth task force in January 2026.Staff are now working with consultants to launch and manage the commission and task force.
2. Complete Construction of 965 Weeks/Colibri Commons (CH-1): Staff completed final inspections and issued the final Certificate of Occupancy in December 2025, delivering 136 units of affordable housing.
3. Create an Economic Development Strategic Plan* (LU-2): Complete. The strategic plan and implementation plans were approved by the City Council in Q3. Staff is now executing the Implementation Plan that the City Council approved March 17, 2026.
4. Construct Access Improvements at Rutgers Street/Bay Trail* (PR-3): The Rutgers Street Bay Trail access improvements are complete, and the entrance is now open to the public.
5. Expand EPACENTER Services and Programs Through City Funding (PR-6): Staff executed a funding agreement with EPACENTER, and programming began in Fall 2025.Staff continues to manage the agreement which has a term through November 15, 2026.
6. Expand Access to YMCA Programming and Services for the Greater East Palo Alto Community (PR-11): Staff executed a funding agreement with the YMCA, and programming began in Fall 2025.Staff continues to monitor the program. The agreement term goes through June 30, 2026.
7. Expand Parking Enforcement Capacity* (PH-1): The new service model with LAZ Parking was executed and went into effect in April 2026.Staff continues to oversee implementation of the program and actively monitor parking enforcement efforts.
8. Construct Bicycle/Pedestrian Overcrossing at University Ave* (PI-7): Construction is finished, and a ribbon-cutting was held in early Spring.
9. Construct Mini Roundabouts on Pulgas Avenue* (PI-9): Construction is finished, and a ribbon-cutting was held in early Spring.
10. Develop Citywide Sewer Infrastructure Master Plan (PI-11): The EPASD Board adopted a sewer system master plan in July 2025. The Master Plan includes $77 million in projects. Two projects are proposed in the upcoming Capital Improvement Program.

As of the close of Q3, there are now 2 deferred projects; those projects are:

1. Develop a 10-Year Fiscal Strategy and Address the Structural Deficit (GOV-3): As reported in the Second Quarter Status Update, this project is expected to resume in FY 2026-27 with a request for proposal process starting this summer.
2. Maintain Senior/Disabled Emergency Contact Database (PH-6): Following Q2, this project moved to deferred status to ensure coordination with the broader senior services assessment that will kick off in October 2026.

During Q3, the following projects were removed from deferred status and have resumed progress:

1. Create a Financing Strategy for Water Infrastructure Upgrades (PI-10): Following Q2's reported deferment, the project resumed and is now in progress. The Finance Department

is actively working with a consultant to advance development of a financing strategy for water infrastructure upgrades.

2. Finalize Architectural Design for the New East Palo Alto Library (PR-7): The project was previously on hold pending advancement of the broader Civic Center project. In April, the City Council awarded the architectural design contract for the Civic Center, and the library is now incorporated into the overall project design, allowing coordination to move forward.

Project GOV-5, Implement a Centralized Grant Management System, is not yet underway and is scheduled to begin in July 2026.

Of the remaining 46 active projects, 26 projects are continuing as planned, and 20 projects made measurable progress during the Q3 reporting period. A comprehensive list of all projects with correlating status updates is included in Attachment 1.

Next Steps

Staff will proceed to work on the pending strategic priority projects and will provide a progress update on the fourth quarter implementation of the FY 2025-27 Work Plan in July 2026.

Fiscal Impact

There is no fiscal impact for this item.

Public Notice

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

Environmental

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

Government Code § 84308

Applicability of Levine Act: No, as this item does not entail an entitlement.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Council Strategic Priorities Work Plan Update January 1, 2026, through March 31, 2026

FY 2025–27 Strategic Priorities Work Plan Projects — Q3 Update

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CIV-1	Develop Recommendations for Establishing a Youth Commission or Alternative Youth Civic Engagement Program	City Manager's Office	7/1/2025	3/31/2026	100	Complete

Q3 STATUS UPDATE:

The City Council approved the Youth Commission implementation plan on January 6, and the project has transitioned from the recommendation phase into implementation. Staff are advancing initial FY 2025–26 implementation activities, including initiating the nomination process for the Youth Task Force and designing application materials for rollout in June. Staff are also coordinating with a consultant to support launch of the three-year implementation effort. In parallel, staff are developing supporting communications materials, including website content and visual outreach tools, to promote awareness and participation.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CIV-2	Implement Sister City and Cultural Exchange Initiative	City Clerk	7/1/2026	6/30/2027	50	Progressed

Q3 STATUS UPDATE:

Although this initiative is scheduled to formally begin in FY 2026–27, staff have made early progress ahead of schedule. During Q3, staff conducted coordination meetings and established a planning committee to support logistics and programming for an upcoming delegation visit. The City is preparing to host a Tongan delegation in mid-May as part of Global Engagement Week, representing a key milestone in launching cultural exchange activities.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-1	Complete Construction of 965 Weeks/Colibri Commons	Community and Economic Development	7/1/2025	9/30/2025	100	Complete

Q3 STATUS UPDATE:

This project is complete.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-2	Develop and Launch Home Repair Program	Community and Economic Development	4/1/2026	6/30/2027	50	Progressed

Q3 STATUS UPDATE:

During Q3, staff advanced implementation of the Home Repair Programs, including the Senior Home Repair Program, through continued coordination with the County and partner agencies. Key milestones included presentation to the County Housing Committee, completion of funding transfer approvals, and launch of a program website and interest list. Staff also confirmed program structure, with the Senior Home Repair Program to be administered separately from Major and Minor programs. Initial outreach is underway, including coordination with Code Enforcement to identify eligible households. A contract kickoff is anticipated in May, with program funds expected to begin disbursement in July.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-3	Establish Rent Registry for Both Rent-Stabilized and Market-Rate Rental Units	Community and Economic Development	7/1/2025	3/31/2027	25	Continuing as Planned

Q3 STATUS UPDATE:

The Rent Registry project continues to advance across both the Rent Stabilization Program (RSP) database and the broader citywide framework. During Q3, the software vendor conducted an on-site visit to resolve configuration and workflow issues, and internal process development for the RSP component is nearing completion, with finalization anticipated by the end of August. Upon completion, staff will transition to development of the citywide registry. Staff also engaged peer jurisdictions to inform program design, and received legal guidance to pursue the citywide registry through an ordinance. Staff are currently evaluating outreach sequencing and preparing to advance a draft ordinance for City Council consideration, with a target timeline of December.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-4	Research Feasibility of a Financial Empowerment and Foreclosure Prevention Program	Community and Economic Development	1/1/2026	9/30/2026	75	Progressed

Q3 STATUS UPDATE:

Research activities have been completed, and as of the end of Q3 the consultant was making progress on a draft staff report outlining program feasibility considerations, potential structure, and implementation options, which will be presented to City Council at a future date.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-5	Research Feasibility of a First-Time Homebuyer Assistance Program	Community and Economic Development	10/1/2025	9/30/2026	50	Progressed

Q3 STATUS UPDATE:

During Q3, staff continued feasibility research for a First-Time Homebuyer Assistance Program, including coordination with regional partners and financial institutions. The Assistant City Manager provided additional input to help refine key policy and program design considerations. Staff conducted outreach interviews with four banking institutions; however, none currently offer foreclosure-related assistance programs aligned with the anticipated program structure. The consultant agreement supporting program research and development was finalized and executed in March. Staff will present an informational update at the May 5 City Council meeting.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-6	Research Feasibility of a Residential Rental Inspection Program	Community and Economic Development	7/1/2025	6/30/2026	25	Continuing as Planned

Q3 STATUS UPDATE:

Work on the feasibility analysis was temporarily paused during Q3 due to competing departmental priorities and staff capacity constraints, particularly within Building and Code Enforcement. An initial draft framework has been developed, supported by preliminary research on comparable program models and funding approaches. Staff anticipate resuming work in the Q4, with next steps including refinement of the analysis and confirmation of timing for City Council consideration, likely following the budget cycle.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-7	Update the Inclusionary Housing Ordinance	Community and Economic Development	7/1/2025	6/30/2027	25	Continuing as Planned

Q3 STATUS UPDATE:

During Q3 staff received direction to return to City Council with a draft update to the Inclusionary Housing Ordinance. The consultant is continuing work on ordinance drafting, with a full draft previously anticipated in July; however, staff are now targeting a Q4 City Council presentation to provide an initial policy update and outline potential ordinance modifications. Work is ongoing to advance draft language and supporting analysis in preparation for Council discussion, with the understanding that additional refinement may occur following the Council's feedback.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
CH-8	Update the Zoning Code	Community and Economic Development	7/1/2025	6/30/2026	75	Continuing as Planned

Q3 STATUS UPDATE:

The Zoning Code Update advanced through Planning Commission review on March 3 and is now proceeding through a phased City Council review process. Due to the length and complexity of the staff report, the Council review has been structured across multiple meetings to allow for focused consideration of key components. The first portion of the update to City Council was scheduled for April 21, followed by the objective design standards component on May 5. Second readings for both components are anticipated on June 2. The overall schedule reflects a minor adjustment of approximately one month to accommodate the expanded review format and ensure adequate policy consideration.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-1	Collaborate with the SMC Libraries to Identify and Implement a Comprehensive Funding Strategy for Library	City Manager's Office	7/1/2025	6/30/2027	50	Progressed

Q3 STATUS UPDATE:

The City plans to include a new library in the new Civic Center; therefore, library fundraising is paired with the larger project fundraising strategy which includes a capital campaign and ballot measure . During Q3, the City engaged in various fundraising efforts which will continue through 2026. The ballot measure efforts are described in project GOV-6.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-2	Conduct Council Term Limit Policy Research	City Clerk	10/1/2025	9/30/2026	50	Progressed

Q3 STATUS UPDATE:

Staff advanced the Council Term Limit Policy Research project during Q3, including presenting initial findings and policy considerations to City Council for discussion. The item is scheduled to return to Council in May to receive direction on specific policy revisions and preferred approach. Based on Council feedback, the item may be advanced for placement on the November ballot, pending final direction and alignment with election timelines.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-3	Develop a 10-Year Fiscal Strategy and Address the Structural Deficit	Finance	7/1/2025	3/31/2026	Deferred	Deferred

Q3 STATUS UPDATE:

This project remains on hold due to limited staff capacity, as resources have been prioritized toward critical operational needs and ongoing budget development efforts. Staff will revisit the project in FY 2026–27 once capacity allows for a more focused and effective approach to developing the long-term fiscal strategy.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-4	Develop a Citywide Information Systems Master Plan	City Manager's Office	7/1/2025	6/30/2026	75	Progressed

Q3 STATUS UPDATE:

Development of the Citywide Information Systems Master Plan was substantially completed during Q3. The consultant finalized departmental interviews and worked closely with City management to develop the comprehensive five-year technology roadmap and prioritized project list. The completed plan was presented to and approved by the City Council on April 7, 2026.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-5	Implement a Centralized Grants Management System	Finance	7/1/2026	12/31/2026	Not Yet Scheduled to Begin	Not Yet Scheduled to Begin

Q3 STATUS UPDATE:

This project is scheduled to begin in July 2026.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-6	Prepare 2026 Ballot Measure to Raise Revenue for Infrastructure Improvements and Public Facilities	City Manager's Office	7/1/2025	12/31/2026	50	Progressed

Q3 STATUS UPDATE:

Staff have confirmed advancement of a November 2026 ballot measure to support infrastructure improvements and public facilities. In Q3 the community survey phase was completed, and staff are now working with the consultant to refine strategy and prepare for implementation activities. Planning efforts during March and April focused on development of outreach strategy and informational materials. Ballot measure preparation activities are anticipated to occur during May and June, followed by a public information period from July through November to provide clear, factual information regarding the measure and its intended uses.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-7	Update the City's Personnel Policies and Procedures	City Manager's Office	1/1/2026	6/30/2027	25	Progressed

Q3 STATUS UPDATE:

Work on updating the City's personnel policies has been initiated in coordination with the City's consultant. Staff are actively working to advance policy review and updates, with a focus on completing the effort by the end of the current fiscal year.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
GOV-8	Upgrade and Launch New City Website	City Clerk	7/1/2025	6/30/2027	25	Continuing as Planned

Q3 STATUS UPDATE:

During Q3, staff made incremental progress on the website upgrade initiative focused on data collection and content strategy development. Google Analytics was implemented on the City's website to better understand user behavior, including search patterns and navigation trends, which will inform future site organization and design decisions. Staff also continued working with departments to conduct a content inventory and begin developing an internal content management strategy to improve consistency and usability across webpages. The project has now been incorporated into the City's IT Strategic Plan and is prioritized for FY 2026–27, where it will be advanced in coordination with development of a new City intranet.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
LU-1	Conclude Measure HH Pilot Evaluation and Initiate Ongoing Workforce Development Program	Community and Economic Development	7/1/2025	6/30/2027	75	Continuing as Planned

Q3 STATUS UPDATE:

Final invoices for the Measure HH pilot evaluation have been processed, and staff have reviewed the final evaluation reports. Building on this work, staff began drafting the Request for Proposals (RFP) in January to initiate the ongoing workforce development program. RFP development was temporarily paused in February due to competing workload priorities but has since resumed, Staff support has been supplemented to assist with advancing procurement materials.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
LU-2	Create an Economic Development Strategic Plan Focusing on Small and Micro Businesses	City Manager's Office	7/1/2025	12/31/2025	100	Complete

Q3 STATUS UPDATE:

In Q3, the Economic Development Strategic Plan and the corresponding implementation plan were approved by the City Council. Staff is now executing the Implementation Plan that the City Council approved March 17, 2026.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
LU-3	Design and Implement a "Pop-Up"/Sidewalk Vending Policy and Program	City Manager's Office	7/1/2025	12/31/2025	75	Progressed

Q3 STATUS UPDATE:

The sidewalk vending ordinance was presented to City Council on February 24 and was unanimously approved. Council provided direction to incorporate flexibility in operating hours and to explore scaled insurance requirements to better support vendor participation while maintaining health and safety standards. The adopted policy framework emphasizes an education-first enforcement approach, bilingual assistance for vendors, and development of vendor training partnerships to support compliance and business success. Staff will now proceed with implementation planning, including development of program materials, outreach, and administrative processes to support rollout.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
LU-4	Implement Program to Distribute Community Resource Funds Grants for Small Business Assistance	City Manager's Office	7/1/2025	12/31/2026	25	Continuing as Planned

Q3 STATUS UPDATE:

During Q3, staff continued refining a potential Community Resource Funds grant program framework to align with the City's Economic Development Strategic Plan. Efforts have focused on developing program guidelines that support the Plan's tiered investment approach and ensure funding is targeted to maximize impact for small, locally owned, and community-based businesses.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
LU-5	Renovate the Cummings Loft Property into a Small Business Incubator	Public Works	7/1/2025	9/30/2026	50	Continuing as Planned

Q3 STATUS UPDATE:

The construction contract was executed in early April, and the project kickoff meeting has been completed. Staff are coordinating with the contractor to finalize the detailed construction schedule and issue the Notice to Proceed. The construction closeout timeline has been adjusted to allow approximately four months of working days for completion. Based on current coordination, substantial completion is anticipated toward the end of summer, with closeout activities projected for August, subject to confirmation of the final construction schedule.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-1	Complete Construction of Tenant Improvements at City Facilities	Public Works	7/1/2025	9/30/2026	75	Continuing as Planned

Q3 STATUS UPDATE:

As of the end of Q3, construction of tenant improvements at the Police Department and Tate Street facilities is substantially complete. The majority of Police Department improvement work has been finished; however, limited additional siting-related scope has been incorporated and is currently being scheduled. Remaining activities are minor in nature and primarily relate to finalizing the expanded scope elements and completing closeout coordination across project sites.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-2	Conduct a Comprehensive Evaluation of Senior Service Agreements in East Palo Alto	City Manager's Office	10/1/2025	12/31/2026	50	Continuing as Planned

Q3 STATUS UPDATE:

As of the end of Q3, the consultant agreement remains in process, with staff and the vendor continuing to coordinate on final contract terms and an updated project timeline. Due to the extended contract finalization process, in-person stakeholder engagement activities, including community meetings and town halls, have not yet commenced. In the interim, staff and the consultant have begun preliminary strategy discussions to support project scoping and alignment. Based on current coordination, the project timeline has shifted, with completion and presentation to City Council now anticipated in October 2026.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-3	Construct Access Improvements at Rutgers Street Entrance to the Bay Trail	Public Works	7/1/2025	12/31/2025	100	Complete

Q3 STATUS UPDATE:

The Rutgers Street Bay Trail access improvements are complete and the entrance is now open to the public. As of the end of Q3, remaining activities were limited to administrative closeout coordination with project partners. The City continues to support final documentation and project closeout steps as needed.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-4	Create a Pilot Dog Park	City Manager's Office	7/1/2025	9/30/2026	25	Continuing as Planned

Q3 STATUS UPDATE:

As of the close of Q3, the project remained in the permitting and technical review phase. Engineering review is complete and drawings are finalized; however, additional coordination is required to address structural considerations identified during building permitting which delayed release of bid packets. An updated construction schedule is pending, with completion timing subject to resolution of outstanding permitting requirements.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-5	Establish a Joint Use Agreement with RCSD for Shared Recreation Sites	City Manager's Office	7/1/2025	6/30/2026	75	Continuing as Planned

Q3 STATUS UPDATE:

The Joint Use Agreement with Redwood City School District (RCSD) remains in active coordination and review. As of the close of Q3, staff were continuing discussions with RCSD to address outstanding operational and agreement terms, and the proposed agreement is currently under review by the City's executive team to confirm next steps. The item is anticipated to be considered by the RCSD Board prior to City Council review, though final meeting dates have not yet been confirmed. Staff are working toward execution of the agreement in May, subject to completion of partner agency review processes.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-6	Expand EPACENTER Services and Programs Through City Funding	City Manager's Office	7/1/2025	6/30/2027	100	Complete

Q3 STATUS UPDATE:

Program implementation has been completed and is currently in the evaluation phase. Due to a delayed program start and a shift in the service delivery model—resulting in programming being "stacked" and scheduled on fewer days—overall program visibility and perceived service levels were lower than originally anticipated. Based on program performance and utilization trends, staff are proposing a reduced funding allocation of $75,000 for the upcoming fiscal year, compared to the prior $100,000 allocation, while maintaining continued access to arts programming for the East Palo Alto community.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-7	Finalize Architectural Design for the New East Palo Alto Library	Public Works	7/1/2025	12/31/2026	25	Progressed

Q3 STATUS UPDATE:

In Q2, the project was on hold pending advancement of the broader Civic Center project. In April, the City Council awarded the contract for the architectural design of the overall Civic Center. The library is now incorporated into the Civic Center project design, and coordination is underway to advance the integrated design process.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-8	Implement Priority Projects from the Parks, Recreation and Open Space Master Plan	Public Works	7/1/2025	6/30/2027	50	Progressed

Q3 STATUS UPDATE:

Implementation of priority projects from the Parks, Recreation and Open Space Master Plan is progressing across multiple sites. The pilot dog park is advancing toward completion, with construction anticipated to conclude by May. Stadium lighting improvements at MLK Jr. Park received a $900,000 bid through the Sourcewell cooperative purchasing program and are moving toward contract execution. The Cooley Landing audiovisual (AV) upgrade project is currently in procurement, with bids scheduled to close May 6. In addition, scoreboard installations at MLK Jr. Park and Jack Farrell Park have been completed.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-9	Negotiate with County to Finalize Acquisition of Beech Street	City Manager's Office	7/1/2025	12/31/2025	75	Continuing as Planned

Q3 STATUS UPDATE:

For the Beech Street transaction, the City and County have reached conceptual agreement terms, and the City Council has provided direction supporting the agreement framework. Staff are now working to finalize the transaction structure, including development of the necessary agreements to enable property transfer and project implementation. The next phase will focus on completing contractual documentation and advancing the property transaction.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-10	Plan for Development of New Civic Center Facility	City Manager's Office	7/1/2025	12/31/2026	50	Progressed

Q3 STATUS UPDATE:

During Q3, the City advanced planning and funding strategy efforts for the new Civic Center facility. Fundraising outreach continued, including engagement with philanthropic partners and major donors, a meeting with the Sobrato Organization, and a fundraising luncheon in April. Staff are also preparing for additional donor engagement focused on institutional investors. In April, the City Council awarded the architectural services contract (ARC TEC) to support design development. The project team is now advancing site and entitlement planning activities through the summer, with internal layout and programming anticipated to begin in late summer in coordination with project partners. Progress continues to depend on alignment of funding, design, and stakeholder coordination, with increased momentum across both fundraising and planning efforts.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PR-11	Expand Access to YMCA Programming and Services for the Greater East Palo Alto Community	City Manager's Office	7/1/2025	6/30/2027	100	Complete

Q3 STATUS UPDATE:

Expanded YMCA programming remains active and is currently in the evaluation phase following successful initial implementation. Participation targets established for the early program period were met, and staff are continuing to monitor enrollment trends and program outcomes to inform future service levels. Based on initial results and community interest, staff are proposing continuation of funding at a similar level as part of the upcoming fiscal year budget process to support ongoing access to recreation services for East Palo Alto residents.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-1	Expand Parking Enforcement Capacity	Police	7/1/2025	12/31/2026	100	Complete

Q3 STATUS UPDATE:

The parking enforcement expansion is substantially complete. In Q3 the contract was awarded by City Council, executed, and the transition to the new service model under LAZ Parking began. Full implementation of citywide parking enforcement went into effect on April 15.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-2	Implement a Crime Data Analytics Platform for the Police Department	Police	7/1/2025	6/30/2027	75	Progressed

Q3 STATUS UPDATE:

During Q3, the Police Department advanced evaluation of a crime data analytics platform through coordination with the County. The County Executive has funded an 18-month subscription to the Peregrine platform, allowing the City to conduct a side-by-side evaluation with the Sherlock system. Staff are currently onboarding onto Peregrine and assessing both platforms to determine which best meets the City's operational and analytical needs.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-3	Implement a Shopping Cart Abatement Program	City Manager's Office	1/1/2026	6/30/2027	25	Progressed

Q3 STATUS UPDATE:

During Q3, staff initiated preliminary research to inform development of a Shopping Cart Abatement Program. Efforts have focused on reviewing how other jurisdictions structure and implement similar programs

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-4	Launch a Residential Parking Permit Program	Public Works	7/1/2025	12/31/2026	50	Progressed

Q3 STATUS UPDATE:

The Residential Parking Permit Program ordinance was adopted on March 17 following completion of the first and second readings. Staff have established a phased implementation schedule outlining key next steps over the coming year, including updated timelines for follow-up investigations and program refinement activities. Work is progressing to support program rollout and ensure appropriate data collection and evaluation mechanisms are in place to inform future adjustments.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-5	Launch Emergency Preparedness Program	City Manager's Office	7/1/2025	6/30/2027	75	Continuing as Planned

Q3 STATUS UPDATE:

In Q3, staff provided an update on the City's emergency preparedness efforts, highlighting progress in community outreach, smoke alarm installations in partnership with the American Red Cross, and development of internal systems to track emergency agreements and interagency coordination. Next steps include distribution of emergency preparedness kits and hosting multilingual workshops to improve accessibility and ensure residents are equipped with critical preparedness information.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-6	Maintain Senior/Disabled Individuals' Emergency Contact Database	City Manager's Office	1/1/2026	12/31/2026	Deferred	Deferred

Q3 STATUS UPDATE:

Work on maintaining and expanding the emergency contact database for seniors and individuals with disabilities has not yet commenced, as the effort is intended to be informed by findings from the Senior Services Assessment that is now expected to kick off in October. As of the end of Q3, the assessment has not yet begun, and therefore staff do not yet have the necessary data to guide program design, outreach strategy, or partnership coordination. Staff will initiate project activities once the assessment provides sufficient information to support an informed and coordinated approach.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-7	Strengthen the Clean City Program to Reduce Illegal Dumping	Public Works	7/1/2025	9/30/2026	75	Progressed

Q3 STATUS UPDATE:

During Q3, staff continued implementing education and prevention strategies to reduce illegal dumping and improve community cleanliness. Efforts included distribution of neighborhood notices, deployment of updated door hangers, and hosting a household hazardous waste collection event. Staff are also coordinating with the County to host a Fix-It Clinic to support waste reduction, and are updating spill response procedures to improve response to dumping incidents and environmental hazards.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-8	Update the Environmental Justice Element of the General Plan	Community and Economic Development	7/1/2025	6/30/2026	50	Continuing as Planned

Q3 STATUS UPDATE:

The Environmental Justice Element update has experienced a modest schedule adjustment to allow for additional regional coordination and refinement of draft materials. In March, staff participated in a multi-jurisdictional coordination meeting with the County and the City of Burlingame to ensure alignment on policy approaches and technical considerations. Draft materials are now anticipated in May and June, with Planning Commission review targeted for July, followed by City Council consideration thereafter. The adjusted timeline reflects the collaborative nature of the work and the need to incorporate partner agency input to strengthen the final policy framework.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PH-9	Update the Safety Element of the General Plan	Community and Economic Development	7/1/2025	6/30/2026	75	Continuing as Planned

Q3 STATUS UPDATE:

The public draft of the Safety Element was released on March 25 and is available for public review through April 24. The Planning Commission will hold a second meeting in April to consider the draft and receive public input. Following Planning Commission review, the Safety Element is anticipated to be presented to City Council for adoption in May. The project continues to progress through the formal public review and legislative adoption process in accordance with State requirements.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-1	Assess Utility Operations and Prepare Transition Plan for Post-Lease Operations	City Manager's Office	7/1/2025	6/30/2027	25	Continuing as Planned

Q3 STATUS UPDATE:

Progress on utility operations transition planning was limited during Q3. The current operator, Veolia, has not responded to outreach regarding a short-term contract extension needed to ensure service continuity, and development of the RFP for long-term operations analysis has been delayed due to staff capacity constraints. Key activities originally anticipated for January are now expected to occur in April, reflecting an approximate three-month schedule shift. Advancement of the project remains dependent on operator coordination and availability of staff resources to support procurement and analysis.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-2	Build Sidewalk and Pedestrian Safety Improvements on East Bayshore Road	Public Works	7/1/2025	9/30/2026	50	Progressed

Q3 STATUS UPDATE:

Construction activities commenced in March. The contractor has approximately six months to complete construction, with substantial completion anticipated by the fall. Grant closeout activities are expected to occur during the winter following completion of construction. The project schedule has been impacted by extended lead times for key materials, including light poles and tree grates; however, the project team continues to monitor procurement timelines and coordinate with the contractor to maintain overall progress toward completion.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-3	Collaborate with City of Palo Alto to Replace the Newell Street Bridge	Public Works	7/1/2025	6/30/2027	50	Progressed

Q3 STATUS UPDATE:

The project continues to be led by the City of Palo Alto, with the City providing coordination and support. A construction kickoff meeting was held in February, and construction activities are anticipated to begin shortly. Palo Alto is preparing public communications regarding upcoming roadway closures and is finalizing the traffic control plan. EPA City staff are supporting interagency coordination, reviewing project elements as needed, and assisting with outreach to ensure alignment with community expectations and regional mobility considerations.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-4	Collaborate with SFCJPA to Construct San Francisquito Creek Flood Protection Upgrades	Public Works	7/1/2025	6/30/2027	25	Continuing as Planned

Q3 STATUS UPDATE:

The project remains in the study and evaluation phase under the leadership of the San Francisquito Creek Joint Powers Authority (SFCJPA). No significant changes have occurred since the Q2 reporting period. Progress continues to depend on completion of formal review processes among JPA partner agencies. Due to the required multi-agency coordination and technical review steps, substantial project advancement is expected to take additional time.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-5	Collaborate with SFCJPA to Implement the SAFER Bay Project	Public Works	7/1/2025	6/30/2027	50	Continuing as Planned

Q3 STATUS UPDATE:

The SAFER Bay Project continues in the design development phase. The City-managed Phase 2A segment along Bay Road has progressed through procurement, with the Request for Proposals completed and a design services contract award scheduled for City Council consideration on May 19. The slight adjustment to the schedule reflects coordination of procurement timelines to ensure alignment between the City-managed Phase 2A segment and the broader regional SAFER Bay Project (Phase 2B). Staff continue to coordinate closely with partner agencies to maintain consistency in design development and overall project sequencing.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-6	Conduct a Siting Study to Identify Locations for Additional Water Storage Tanks	Public Works	7/1/2025	3/31/2026	50	Continuing as Planned

Q3 STATUS UPDATE:

The consultant continues to advance technical analysis and incorporate staff feedback, with coordination activities continuing to support refinement of study findings. The timeline has been adjusted, and the study is now anticipated to be presented to City Council in July. The updated schedule reflects the level of analysis required to ensure proposed sites appropriately support long-term emergency preparedness and drought resilience objectives.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-7	Construct a Bicycle and Pedestrian Overcrossing on University Avenue at US 101	Public Works	7/1/2025	3/31/2026	100	Complete

Q3 STATUS UPDATE:

Construction of the bicycle and pedestrian overcrossing is substantially complete as of the close of Q3. The project team is currently finalizing grant reimbursement documentation and completing minor administrative closeout items. The Notice of Completion is pending final review and signature. These remaining activities are procedural in nature.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-8	Construct Full Trash Capture Devices to Meet Stormwater Compliance Requirements	Public Works	7/1/2025	3/31/2026	75	Continuing as Planned

Q3 STATUS UPDATE:

Construction of the larger full trash capture device has been completed and is currently in the closeout phase. For the smaller device, remaining installation work is still underway, including procurement and installation of additional units. The smaller device component was scheduled to bid in early April, and staff are proceeding with contract execution and implementation. Completion of the remaining installations is anticipated by fall 2026, supporting overall compliance with stormwater regulatory requirements.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-9	Construct Mini Roundabouts to Replace Temporary Traffic Circles on Pulgas Avenue	Public Works	7/1/2025	6/30/2026	100	Complete

Q3 STATUS UPDATE:

Construction of the mini roundabouts on Pulgas Avenue is substantially complete, and a ribbon-cutting event was held in early spring. The project advanced ahead of the anticipated schedule. As of the close of Q3 staff were finalizing project closeout activities, including final payments and grant reimbursement documentation. An online communications campaign launched in March to inform the public about roundabout safety, navigation, and project benefits, supporting community awareness and successful implementation.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-10	Create a Financing Strategy for Water Infrastructure Upgrades	Public Works	10/1/2025	12/31/2026	25	Progressed

Q3 STATUS UPDATE:

The project was on hold in Q2 pending direction and resource alignment. In Q3, it has resumed and is now in progress, with the Finance Department working with a consultant to advance development of a financing strategy for water infrastructure upgrades.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-11	Design Roadway Improvements on Woodland Avenue	Public Works	7/1/2025	6/30/2027	25	Continuing as Planned

Q3 STATUS UPDATE:

Following award of Transportation Authority Measure W design funding in December, staff are currently working with the Transportation Authority to finalize the grant agreement required to access funds. During Q3, staff also began preparation of a Request for Proposals (RFP) to initiate the design phase. Issuance of the RFP is anticipated during the summer, at which point consultant selection and technical design work can proceed. Progress during Q3 focused on completing prerequisite grant documentation and advancing procurement readiness to support timely project initiation.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-12	Develop an Asset Management Database	Public Works	7/1/2025	9/30/2026	25	Continuing as Planned

Q3 STATUS UPDATE:

At the end of Q3, staff reinitiated efforts to establish and implement the City's asset management database.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-13	Develop Citywide Sewer Infrastructure Master Plan	Public Works	7/1/2025	6/30/2026	100	Complete

Q3 STATUS UPDATE:

The project is complete.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-14	Install Citywide Lighting Improvements – Phase II	Public Works	7/1/2025	6/30/2027	25	Continuing as Planned

Q3 STATUS UPDATE:

The City Council awarded the contract on February 3. A project kickoff meeting was held in mid-April, after which the contractor will have approximately six months to complete the work. The overall schedule has shifted slightly to accommodate procurement and coordination timelines; however, construction activities are expected to be completed by the fall. Staff will continue to monitor progress to ensure implementation remains aligned with the City's broader multi-year lighting improvement strategy.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-15	Install New Traffic Signal and Complete Safety Upgrades on University Avenue at Runnymede	Public Works	10/1/2025	9/30/2026	25	Continuing as Planned

Q3 STATUS UPDATE:

The project kickoff has been completed; however, construction has not yet commenced due to ongoing material procurement and delivery delays. Staff are currently awaiting an updated construction schedule from the contractor. Based on current information, construction is now anticipated to begin in late summer or early fall. Staff will continue to coordinate with the contractor to confirm timing and mitigate further schedule impacts where possible.

GOAL	PROJECT NAME	DEPARTMENT	PROJECT START	PROJECT FINISH	Q3 % COMPLETE	PROJECT PROGRESS FROM Q2 TO Q3
PI-16	Modernize Equipment and Complete Rehabilitation of the O'Connor Pump Station	Public Works	10/1/2025	6/30/2027	50	Continuing as Planned

Q3 STATUS UPDATE:

During Q3 the project transitioned to Phase II, which remains in the design phase and focuses on modernization of pump equipment and electrical system components to improve long-term stormwater system reliability and capacity. Progress on Phase II design activities was sequenced to follow completion of Phase I construction work to ensure technical alignment between project components.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Alex Waggoner, HEART Consultant
Karen Camacho, Housing & Economic Development Manager
Elena Lee, Interim Community and Economic Development Director
Shiri Klima, Assistant City Manager

SUBJECT: **First Time Homebuyer Program Research**

Recommendation

Receive an informational update on the First Time Homebuyer Program research, and provide staff with direction on how to proceed. This report includes an overview of the potential options for a program supporting first time homebuyers, a summary of feedback received from bank and credit union staff, existing programs, and potential staffing costs.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Comprehensive Housing

Background

The Fiscal Year 2025-2029 Strategic Priorities and FY 2025-27 Work Plan includes a Comprehensive Housing strategic priority project to research the feasibility of a First Time Homebuyer Assistance Program (FTHBP). Based on that Council direction, City staff partnered with consultant staff from Housing Endowment and Regional Trust (HEART) of San Mateo County, a Joint Powers Authority and 501(c)(3) nonprofit, to reach out and interview banking professionals who had experience administering private and public programs supporting first time homebuyers. City staff also discussed the FTHBP that HEART recently shuttered with the

staff responsible for the program. The findings and recommendations from those interviews are summarized below.

Analysis

The team conducted outreach to eighteen banks and heard back from and conducted interviews with three different banks and credit unions: First Citizens Bank, Monterra Credit Union, and Keypoint Credit Union. Staff discussed previous experiences that bank staff had with First Time Homebuyer Programs, lessons learned, potential options for a program, and recommendations to avoid issues encountered in other programs. Based on feedback from the banks, a traditional First Time Homebuyer Program is not feasible with the funding available to the City of East Palo Alto. Alternative programs with less funding demand may be possible and are discussed further in this report.

Challenges with FTHB Programs in San Mateo County

One of the primary issues that bank staff raised was the cost of housing in San Mateo County. According to Zillow and Redfin, as of early 2026, the median sale price for homes in San Mateo County was between $1.56 and $1.58 million dollars. As of March 2026, the median home price in East Palo Alto is between $1.1 and $1.13 million. High home prices, combined with high interest rates and limited funding, have made it challenging to administer a traditional FTHP.

For example, a County of San Mateo FTHB program in partnership with Monterra Credit Union provides $100,000 in downpayment assistance to County employees. This program was initially successful when it was launched in 2016. However, it has struggled in recent years as home prices have skyrocketed to the point where $100,000 is insufficient to enable employees to buy a home in San Mateo County. Bank staff cautioned against overly stringent geographic restrictions, which can limit the housing stock available to people trying to use the program.

As another example, HEART moved to shutter its FTHBP due to the costs of staffing, rate of utilization, and the creation of alternative programs. Since the program utilizes a lower downpayment amount, the interest rate was set at one “step” above a traditional loan. When interest rates were closer to 3 to 4 percent, the program worked well because people were able to afford 3.5 to –5 percent interest rates; however, with interest rates as high as 6.5 percent, loans at 7 to 8 percent were not viable, and utilization of the program plummeted.

However, despite lower final utilization of the program, HEART still received a significant number of inquiries, which had to be processed under the assumption that the applicants may move forward. This took significant staff time that could have been used for higher utilization programs and led to zero first time homebuyer loans since 2023. HEART issued an RFP to potentially revamp the program, however, the HEART board decided that it was a better use of resources to maintain the educational component of the program and to shutter the loan component.

When HEART first launched its First Time Homebuyer program in 2008, there was a dearth of programs supporting first time homebuyers. Since then, a number of public and private resources have been created to support first time homebuyers, such as the CalHFA loan product, a number of loans from private sector banks, and municipal programs. This also contributed to the HEART decision to shutter the loan product, since HEART is able to recommend participants in the educational component to a number of successful alternative programs.

Additional Considerations for Program Design

Bank staff emphasized the need to understand the resources available when designing a program. The guidelines and restrictions for a City-funded program should reflect the availability of City funds. For example, a large downpayment assistance program could be helpful to a few households, but if the City does not rotate the fund by selling off the mortgages to a lender, then City funds would be quickly expended.

Bank staff also recommended supporting or creating an educational component for first time homebuyers. All three banks mentioned hosting or recommending applicants to a potential homebuyers' workshop to help educate and prepare prospective homebuyers for the process of buying a home.

Potential Program Options

Several options for FTHB programs that banks discussed are summarized below.

Downpayment Assistance Program

Downpayment Assistance programs are the most traditional and straightforward of the options. The City would provide a lump sum in a set amount to assist first-time home buyers with their downpayment. This amount could either be a silent second loan or a traditional loan with a low interest rate. Banking staff recommended either a silent second or a loan that does not require repayment for at least 15 years to avoid burdening the household. They also mentioned how traditional downpayment assistance programs have struggled in the Bay Area due to the high cost of housing.

A silent second loan would be recorded against the title of the property and repaid upon the sale or transfer of the property. This would then allow the funds to be reallocated to provide another family with assistance. In the case of a traditional loan, funds could be rotated more quickly once sufficient interest payments are made to issue a new loan.

The cities of San Francisco and Antioch as well as the County of San Mateo all have similar programs. Homebuyer education is typically included as part of Downpayment Assistance Programs to help familiarize first-time homebuyers with the homebuying process.

Forgivable Loan Program

A forgivable loan program would be more similar to a grant program, with the loan against the property eventually being forgiven for no cost as long as the owner does not sell the property before a minimum period of time, determined by the program, has expired. A forgivable loan program provides the least burden on the homebuyer but does not allow for funds to be revolved back to the program and thus requires the most funding to be maintained.

Rate Reduction Program

A rate reduction program would assist first-time home buyers by helping them buy down the interest on their mortgage. As part of any normal mortgage, a homebuyer can buy down the interest rate by purchasing points. Typically, each point equates to a 0.25% reduction in the interest rate on the mortgage and is priced at 1% of the total loan amount per point. This can create significant cost-savings for a homebuyer, both initially and in the long run, enabling them to have more affordable mortgage payments for the full course of their mortgage.

Such a program could be paired with a downpayment or closing costs assistance program to maximize the savings for a first time homebuyer and provide the greatest assistance to individuals looking to purchase their first home.

Closing Cost Assistance Program

A closing cost assistance program would help first time homebuyers to cover the final costs associated with the purchase of a home. These closing costs include origination fees, cost of insurance and taxes, and the cost of legally transferring ownership of the property. These costs can range from three to six percent of the total cost of the loan, which can often be difficult to afford for a family who spent most of its savings on the downpayment.

Such a program would typically cover between $7,500 and $20,000 for closing costs per household. The lower cost of such a program would enable the City to assist a greater number of homebuyers with available funds.

Homebuyer Education

Homebuyer education is typically incorporated as part of another program to help homebuyers navigate the complicated and time-sensitive homebuyer market. Such a program typically consists of three sessions, either online or in person, where prospective homebuyers learn about the home purchasing process and can ask specific questions related to their home search.

One example of a homebuyer education workshop would be three-hour long sessions, one with a housing professional, one with a mortgage lender, and another with a realtor to review all segments of the homebuying process. Prospective homebuyers would work through scenarios, familiarize themselves with different loan products, and learn how to best work with a realtor. All

of the banks and credit unions that staff spoke with highlighted the importance of having an educational component as part of a first time homebuyer program.

Index of Existing Programs

Table 1 below provides a side-by-side comparison of different FTHBPs in the United States.

Table 1. Index of Existing Programs

Downpayment Assistance	Closing Costs Assistance	Rate Reduction Program	Forgivable Loan Program	Homebuyer Education Program
San Francisco Downpayment Assistance Loan Program(DALP): Up to $500,000 for FTHB	Pathway to Home Closing Cost Assistance Grant Program: Up to $10,000 in closing costs for low-to-moderate income First Time Homebuyers	CalHFA Permanent Buydowns: Rate buydowns through their first mortgage loan program	California Mortgage Relief Program: Up to $80,000 for low-income homeowners who have fallen behind on payments	Monterra Credit Union Free Home-Buying Webinar
Antioch Home Ownership Program (AHOP): Up to $100,000	San Mateo County Downpayment Assistance Program: $5,000 for employees moving to SMC	City of Boston, One+Boston Homebuyer Program: 1.5% rate reduction in combination with downpayment assistance		Bay Area Affordable Homeownership Homebuyer Education and Counseling
San Mateo County Downpayment Assistance Program: Up to $100,000 for SMC employees	Concord First Time Homebuyer Program: Up to $60,000 for Homebuyers in Concord for Downpayment or Closing Costs			HEART of San Mateo – First Time Homebuyer Webinar

Funding Sources

The City of East Palo Alto has limited funding sources for first-time homebuyer programs. The City's 2024-2028 Affordable Housing Strategy identified the Housing Assistance Fund ("Fund") to fund at least eight potential homebuyers. The Fund currently had approximately $405,000 in

the reserve as of June 30, 2025.

Another potential funding source is the Measure JJ fund, which is an amended gross rental receipts tax passed by voters on November 5, 2024. Allowable Measure JJ uses include: 1) at least thirty percent for tenant rental assistance; 2) up to twenty percent for the City's administrative and overhead costs to manage the programs; and 3) the remaining revenue may, at the City Council's discretion, be used for affordable homeownership, affordable housing preservation, tenant support, and anti-displacement and homelessness prevention. Council has already allocated 100% of the Measure JJ projected revenue in FY 25-26, but FY 26-27 might have an additional $111,000 available if the City receives the projected $1,620,000 in revenue next year.

Due to funding cuts at the federal level, many State level funding sources to support innovative City programs such as the CalHome grant program, have been completely zeroed out. This limits State funding that is available; however, many philanthropic funds, such as the Sobrato Foundation, San Francisco Foundation, and Enterprise have increased their spending to try and compensate for some of the diminished State and federal funding. The City could consider applying to philanthropic organizations to compensate for a lack of State and federal funding.

Staffing

An additional consideration for a FTHBP is the staffing necessary to administer such a program. While staffing can vary depending on funding, type of program, and regularity of fund revolving, staff time would be a consideration regardless of what programs are recommended. Table 2 provides the time and cost associated with providing a single loan, based on the actual administration costs of the CalHome Accessory Dwelling Unit (ADU) and Junior ADU Program by City of East Palo Alto staff and the selected program administrator, EPACANDO, which ran from 2022 to 2024. The total initial staffing cost for eight loans in the FTHBP would therefore be approximately $142,820.

Table 2. Costs Associated with Administering Loans*

Process	Staff	Cost
Loan Processing	Lender Fee to Meriwest	$4,497
Contract Management	EPACANDO	$3,495
Contract Management	City of East Palo Alto	$4,021
		Total: $12,013 per loan

**Note that the abovementioned costs do not include additional costs from legal and finance staff, and potential increases due to inflation and the cost-of-living index. Staff estimates the total legal staff costs for eight loans being approximately $13,200, and the total finance staff costs being approximately $10,820. These rough estimates are only based on how the loan program is structured and only include initial costs. Ongoing costs may vary.*

Conclusion

Based on stakeholder interviews, market analysis, and a review of available funding, a traditional First-Time Homebuyer Program (FTHBP)—particularly one centered on large downpayment assistance loans—is not currently feasible for the City of East Palo Alto. High home prices, elevated interest rates, limited local funding, and the administrative demands of loan programs would result in high per-household costs with relatively low overall impact. Recent experience from regional partners, including the discontinuation of similar loan programs, further underscores the challenges of sustaining and effectively deploying this type of program under current conditions.

However, the analysis also indicates that more targeted and cost-efficient approaches could provide meaningful support to prospective homebuyers. Specifically, programs focused on homebuyer education, closing cost assistance, and potentially limited rate buydown support would allow the City to assist a greater number of residents while aligning with available resources and staff capacity. These alternatives also complement existing state, regional, and private sector programs rather than duplicating them.

1. Homebuyer Education and Counseling (Foundation of Any Program)

The City could partner with another organization to deliver a structured homebuyer education program. This program would prepare prospective buyers to navigate the complex home purchasing process and connect them to existing financing tools.

- Provide workshops (in-person and virtual) covering budgeting, credit readiness, mortgage products, and the purchase process
- Offer one-on-one counseling to assess readiness and identify appropriate loan programs (e.g., CalHFA and private lending products)
- Require completion of the program as a prerequisite for any City financial assistance
- Partner with organizations like HEART or HUD-certified agencies to minimize administrative burden.

This approach is low-cost, highly scalable, and ensures that residents are better positioned to successfully access existing homeownership opportunities.

2. Closing Cost Assistance Program (Primary Financial Tool)

A closing cost assistance program is the most practical and cost-effective financial intervention for the City to implement.

- Provide grants or deferred loans in the range of $7,500–$20,000 per household
- Target low- to moderate-income households to maximize equity impact
- Structure assistance as forgivable loans or deferred-payment loans tied to occupancy requirements
- Pair assistance with required homebuyer education

By focusing on closing costs—often a final hurdle for otherwise qualified buyers—the City can assist a significantly higher number of households compared to downpayment assistance programs. This improves program reach and visibility while maintaining manageable fiscal exposure.

3. Leveraging Partnerships and External Funding

To extend the impact of local dollars, the City could actively pursue partnerships and co-funding opportunities.

- Collaborate with lenders, nonprofits, and regional agencies to share program delivery responsibilities
- Seek philanthropic grants (e.g., from regional foundations) to supplement City funding
- Align local programs with existing state and regional initiatives to avoid duplication and increase uptake

By positioning itself as a connector and facilitator rather than a primary lender, the City can amplify its impact without incurring substantial administrative costs.

Rather than concentrating limited resources on large subsidies for a small number of households, these alternatives allow the City to:

- Serve more residents
- Reduce administrative complexity
- Target the most immediate and solvable barriers to homeownership.

This approach is more consistent with current market realities and offers a higher return on public investment.

Next Steps

The intent of this project was to assess the feasibility of establishing a First-Time Homebuyer Program and to provide the City Council with options based on current conditions. That feasibility assessment is now complete.

If the City Council wishes to pursue the FTHBP or any of the alternative approaches identified in this report—such as a homebuyer education program or closing cost assistance—staff would need direction to return with a more detailed program design, funding strategy, and implementation plan for Council consideration.

It is important to note that staff capacity is currently aligned with the adopted Fiscal Year 2025–2029 Strategic Priorities and FY 2025–27 Work Plan. Advancing new program development beyond this feasibility phase would require reprioritization. Without such direction, taking on additional work related to a homebuyer program would delay progress on existing Council-directed initiatives.

Fiscal Impact

There is no fiscal impact for this informational report.

Public Notice

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

Environmental

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

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

None.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin Gaines, City Manager

BY: Salifu Yakubu, Senior Planner
Elena Lee, Planning Manager
Natasha Raiburn, Interim Community and Economic Development Director
Shiri Klima, Assistant City Manager

SUBJECT: Development Code Text Amendment (ZTA25-002) to amend various Chapters and Sections of Title 18 (Development Code) of the East Palo Alto Municipal Code

Recommendation

By motion, waive the first reading and introduce an ordinance (Attachment 1) amending the Title 18 (Development Code) of the East Palo Alto Municipal Code to:

1. Repeal, replace and amend various Chapters and Sections of the Development Code regarding site design, architectural standards, definitions, typographical errors, corner lot standards, refueling and service stations, setbacks of multi-family zones, tree removals by government/quasi-government entities, Temporary Use Permits (TUPs), alcohol sales at bona fide eating establishments, Conditional Use Permits (CUPs) for public and private schools, home occupations, and other areas as set forth therein; and
2. Find the proposed Development Code amendments to be exempt in accordance with CEQA Guidelines Sections 15061(b)(3) (common sense exemption), 15378(b)(5) (Not a Project), and 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of the California Environmental Quality Act (CEQA) Guidelines.

Executive Summary

The Planning Commission reviewed the proposed Development Code Amendment

(ZTA25-002) on March 23, 2026, and recommended approval by a 6–2 vote with no public comments. The amendments are intended to (1) correct errors and omissions, (2) improve internal consistency, (3) streamline the development review process to support economic development, and (4) align the Development Code with State law.

On April 21, 2026, the City Council reviewed the first three groups of proposed amendments and continued consideration of the fourth group, Objective Design Standards, to the May 5, 2026, meeting.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with the following strategy:

- Land Use, Economic, and Workforce Development: Support balanced development that attracts investment, strengthens local businesses, reduces economic leakage, and expands access to quality jobs and services that meet local needs.

Background

Planning staff presented Development Code amendments to the Planning Commission in one meeting and determined this was a lot to digest all at once. Thus, Planning staff decided to present the amendments over two meetings to allow sufficient time for thorough presentation and deliberation. At its April 21, 2026, meeting, the City Council reviewed and deliberated the first set of Development Code amendments and raised no objections. This is the second set of amendments.

Analysis

The May 5, 2026, City Council meeting will focus on amendments intended to reconcile the Development Code with State legislation, particularly regarding the use of Objective Design Standards (ODS) in reviewing housing and mixed-use projects pursuant to the Housing Accountability Act (HAA), California Government Code Sections 65589.5 et seq.

The version of the Objective Design Standards presented to the City Council has been slightly revised from the version included in the Planning Commission staff report dated March 23, 2026. These revisions respond to input received from Planning Commissioners during individual study sessions and at the public hearing, as well as from development stakeholders. In addition, staff has refined certain standards to ensure greater objectivity. All revisions are shown in tracked format in the draft ordinance (Exhibit A-1 of Attachment 1), and a summary table has been provided for ease of reference (Attachment 3).

The proposed ODS would replace Municipal Code Section 18.10.040 (Site Design and Architectural Standards) with a new set of objective standards that provide the City Council, Planning Commission, and City staff with the tools and authority to subject residential (two or more units), mixed-use (with at least two-thirds of the square footage being residential), and supportive and transitional housing projects to comprehensive design review. This ensures compatibility with the City's goals for architectural appeal and

neighborhood character, as outlined in the General Plan's land use goals and policies while complying with applicable state law. The adoption of objective design standards is also a stated goal of Policy 1.1 in the City's current Housing Element.

Under the HAA, projects that meet all applicable objective standards - those found in the General Plan, zoning code, subdivision regulations, and design criteria in effect at the time of application - must be approved. Historically, the City has been limited to applying only a narrow set of objective standards found in the Municipal Code (e.g., setbacks, building heights, floor area ratios, and lot coverage). In the absence of additional codified Objective Design Standards, projects that meet these basic requirements could not be denied or modified without risking HAA violations and associated legal consequences. Also, for many housing projects, especially those processed under streamlined approval laws, only objective standards may be applied

The HAA defines "objective" as standards that are measurable, non-discretionary, and not based on subjective judgment. The proposed ODS meet these criteria, offering clearly defined, measurable, and verifiable standards for architecture, site planning, landscaping, and urban design. These standards are written in a way that ensures consistent and fair evaluation without relying on personal interpretation.

Key characteristics of Objective Design Standards:

1. Apply uniformly to all projects within the same category;
2. Are measurable and can be reviewed using a checklist;
3. Are non-discretionary and leave no room for subjective interpretation.

An example of an objective standard might require that balconies be at least five-feet deep, whereas a subjective standard might require that balconies be "architecturally pleasing." The proposed ODS are essential for ensuring that design and project reviews are consistent, predictable, streamlined, and compliant with HAA requirements.

This Zoning Text Amendment (ZTA25-002) does not eliminate all Subjective Design Standards from the Development Code, nor does it imply that such standards are no longer useful. Subjective standards, such as "compatibility with neighborhood character," remain important in certain contexts, including in reviews involving Historic Preservation; discretionary reviews such as conditional use permits, particularly for non-residential projects; and potential Design Review Boards, which do not currently exist in East Palo Alto but could be established by the City Council in the future.

While the majority of the ODS' standards are objective, the replacement document also includes intent statements and design guidelines. These are provided both as a contrast to the objective standards and to highlight the goals and policies of the General Plan, particularly those promoting quality design and architecture. The intent statements and design guidelines are also intended to assist staff in evaluating unique projects that may seek approval through a development agreement or Planned Development Permit. Such approvals may allow adjustments or modifications to applicable development standards, including lot coverage, floor area ratio (FAR), distance between structures, height, setbacks, parking, open space, and ground floor retail requirements, in exchange for exceptional design and architecture.

The Objective Design Standards address the following design and architectural topics, each followed by a summary of proposed standards:

- **General Site Design:** Primary entries must front the main public route, including street, paseo, or plaza, and be clearly visible and pedestrian friendly. Secondary entrances may face private streets or open spaces. Residential unit entries can connect to streets, corridors, or shared open areas. At least half of ground-floor units must have direct access to a nearby sidewalk or pedestrian path.
- **Site Access:** Driveways must be located to minimize conflicts with pedestrians from sidewalks. Width is limited to 26 feet, or 30 feet for truck traffic. Provide a clear, well-marked pedestrian path between the sidewalk and entrances. Limit to one curb cut per 200 feet of frontage, with exceptions for emergency access and parking garages, and keep curb cuts 50 feet from corners.
- **Loading:** Loading areas should be designed and located to avoid conflicts with pedestrian and vehicular circulation while minimizing noise and impacts on nearby uses. Loading and waste collection areas must be centrally placed for convenient access and reduced disturbance. Docks and equipment areas should be screened from adjacent properties and public streets using walls, fencing, and landscaping. These facilities are typically located at the rear or interior side yards, with limited exceptions for corner lots meeting specific setback and screening requirements.
- **Parking Design:** Parking should be placed behind buildings whenever possible, or beside them if screened from the street with walls and landscaping. Shared access between adjacent non-residential sites is encouraged, provided parking requirements are met. Surface lots must be screened from public streets. Structured parking facing public areas should conceal most of the façade with commercial or habitable uses, while upper levels should resemble non-parking design. Garage access is prioritized from lower hierarchy streets and alleys to higher public streets. Automated and standalone facilities must include plans ensuring smooth access, adequate circulation, proper signage, and no vehicle queuing in public rights-of-way.
- **Setback Area and Landscape Design:** Front yard landscaping must comply with applicable municipal codes and the City's Urban Forest Master Plan, with all setbacks landscaped or hardscaped. Mature, healthy trees must be preserved during development. Pedestrian paths and driveways should use pervious or semi-pervious materials, and asphalt is prohibited in usable open spaces. Underground parking cannot extend beneath public streets, parks, or utility easements but may encroach into setbacks if fully below grade. In multifamily and mixed-use projects, setbacks must meet landscaping minimums: 75% for residential uses, 25% for storefront retail, and 60% for other non-residential uses, with additional tree planting requirements for wider frontages.
- **Private and Common Open Spaces:** Private open space in multi-family and mixed-use projects is intended for individual units and may include balconies, yards, or decks. To count toward requirements, it must have at least 9-foot floor-to-ceiling height, be uncovered or partially covered, directly accessible, and screened at ground level. Common usable open space is shared by residents and may include courtyards or recreational areas. It must be accessible, near entrances or units, and meet size and

proportion standards for courtyards. At least 60% must be open to the sky, 20% landscaped, and include permanent seating.

- **Massing and Articulation:** Buildings should avoid long, monotonous façades by using articulation like varied planes, recessed entries, and arcades to create visual interest. Length is limited to 400 feet in mixed-use zones and 350 feet in residential zones. Buildings over four stories must reduce upper-floor massing by at least 10%. Structures three stories or taller must include façade breaks every 100 feet, using large, medium, or minor breaks with specified dimensions. These breaks should extend through residential ground floors. Additionally, façades should create a human-scale rhythm, with building bays typically 20 to 45 feet wide, achieved through vertical modulation, articulation, and repeating window patterns.
- **Compatibility and Transition:** New residential buildings and additions should be designed to be compatible with existing development patterns and massing, especially as seen from the street, and should visually integrate so additions appear as part of the original structure. Multifamily additions must match the existing building's architectural style and form. Privacy is a key requirement: windows, balconies, and other openings must be arranged to avoid direct views into neighboring units, with upper-floor windows near property lines offset at least three feet from adjacent windows. Non-habitable room windows may be exempt if they use frosted glass and meet height requirements. Projecting balconies must be set back at least 20 feet from side or rear property lines, while inset balconies are exempt. Landscaping is required through a minimum five-foot-wide planted buffer along interior property lines to screen adjacent single-family areas, with vegetation used throughout to preserve privacy. Buildings adjacent to single-family zones must also step back above the third floor, increasing setbacks with height. Within a site, building separation standards require increasing distances based on building height and orientation. Finally, long façades over 200 feet must be broken into at least two distinct architectural compositions to reduce monotony and improve visual interest.
- **Façade Design and Activation:** Ground floors facing public streets or open spaces must include active uses like entrances or windows. Blank walls over 30 feet are not allowed on these frontages. Parking structures must be wrapped with active uses on street sides, with murals or landscaping allowed on service or private-facing sides.
- **Architectural Design Detail:** The standards for façade design and residential ground-floor activation in mixed-use developments aim to balance street engagement with privacy. Ground-floor residential units must be elevated based on their proximity to the sidewalk: 4.5 feet for setbacks of 10 feet or less, 3 feet for 10–15 feet, and no elevation required beyond 15 feet. In lieu of the floor elevation, the units shall be provided with a canopied porch recessed or projected a minimum of two feet.

  Architectural standards require clearly identifiable main entrances defined by at least a 2-foot recessed or projected element. Windows facing public areas must appear recessed or use substantial trim, while flush windows are prohibited unless part of deeper façade modulation. Buildings must incorporate at least two exterior materials (excluding glazing and railings), applied consistently across all façades, with prohibited use of materials such as vinyl, plywood, and fiberglass. Materials must wrap corners,

and vinyl or plastic awnings are not allowed. Roof forms must be consistent and match existing structures.

Rooftop equipment must be screened or set back to prevent visibility from below, with exemptions for small equipment and solar features. Rooftop amenities are limited in size, must be set back from edges, and may not exceed height limits beyond specified allowances.

For reference, the proposed Objective Design Standards are outlined in Exhibit A-1 of the draft ordinance (Attachment 1). Additionally, all proposed amendments, including those reviewed on April 21, 2026, are comprehensively discussed in the Planning Commission staff report dated March 23, 2026 (see https://d3n9y02raazwpg.cloudfront.net/cityofepa/3a4abe4c-f279-11f0-bb28-005056a89546-b66d8e1b-5f57-400b-9799-cf3a802a8761-1773946417.pdf).

Staff collaborated with Raimi and Associates, the original authors of the City's Development Code, to conceptualize and draft the proposed Objective Design Standards. Staff also consulted with several design, architectural, and development firms with experience in East Palo Alto, including:

1. David Baker and Associates (designers of Colibri Commons)
2. Okamoto and Saijo (designers of Light Tree Apartments)
3. The Dahlin Group (consulting architects to Sandhill Properties)
4. Jim Goring and Associates
5. Hayes Group Architects
6. Sandhill Properties
7. SC Design Group

Finally, comments on the Objective Design Standards were received from Sandhill Properties on April 21, 2026. Staff have addressed these comments and provided responses for review (Attachment 2). Any additional input received prior to the May 5, 2026, meeting will be forwarded and discussed at that time.

Next Steps

Following deliberation on the Objective Design Standards at the May 5, 2026, meeting, staff recommends that the City Council introduce and vote on the attached draft ordinance (Attachment 1), incorporating all proposed amendments, including those previously reviewed on April 21, 2026.

If approved, the ordinance will be scheduled for adoption at a subsequent City Council meeting, anticipated on June 2, 2026, as adoption requires at least two readings. The Development Code Amendment (ZTA25-002) will take effect on the 31st day following adoption.

Fiscal Impact

The proposed ordinance will not result in any negative fiscal impact to the City.

Public Notice

Notice of this agenda item was provided by posting the City Council agenda on the City's official bulletin board outside City Hall, and by making the agenda and staff report available on the City's website and at City Hall (2415 University Avenue, East Palo Alto). Additionally, a legal notice was published in a local newspaper by April 11, 2026, more than ten (10) days prior to the meeting.

Environmental

This ordinance is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" that would result in a direct physical change or a reasonably foreseeable indirect physical change to the environment, pursuant to CEQA Guidelines Section 15378.

Even if it were considered a project subject to CEQA, it would be exempt under CEQA Guidelines Section 15378 (regulatory actions) and Section 15061(b)(3), as there is no possibility that the Development Code, by itself, would have a significant adverse effect on the environment.

Furthermore, in accordance with CEQA Guidelines Section 15183, projects consistent with the development density established by General Plan policies (Vista 2035), for which an Environmental Impact Report (EIR) has already been certified, do not require additional environmental review, except where necessary to evaluate whether there are project-specific significant effects that are unique to the project or its site.

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. Draft City Council Ordinance with ODS as Exhibit A-1
2. Comments from Sandhill Properties and Staff Responses on Objective Design Standards
3. Table of Revisions to ODS after 3/23 Planning Commission

ATTACHMENT 1

ORDINANCE NO.

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

ADOPTING DEVELOPMENT CODE TEXT AMENDMENT ZTA25-002 AMENDING TITLE 18 (DEVELOPMENT CODE) OF THE EAST PALO ALTO MUNICIPAL CODE (EPAMC) SPECIFICALLY TO REPEAL AND REPLACE SECTION 18.10.040 – SITE DESIGN AND ARCHITECTURAL STANDARDS WITH NEW OBJECTIVE SITE AND ARCHITECTURAL DESIGN STANDARDS; 2) AMEND CHAPTER 18.08 DEFINITIONS TO AMEND SECTION 18.08.010 – GENERAL TO ADD A DEFINITION FOR APARTMENT UNDER "A" DEFINITIONS, TO AMEND THE DEFINITION OF MULTI-FAMILY DWELLINGS UNDER "M" DEFINITIONS, TO ADD THE DEFINITION OF ROWHOUSE UNDER "R" DEFINITIONS, TO AMEND THE DEFINITION OF SINGLE-FAMILY DWELLINGS, ATTACHED UNDER "S" DEFINITIONS, AND TO AMEND THE DEFINITIONS OF TOWNHOUSE AND TWO-FAMILY DWELLINGS UNDER "T" DEFINITIONS; 3) AMEND CHAPTER 18.96 TO CORRECT A TYPOGRAPHICAL ERROR IN "EXHIBIT K" WHICH WAS PREVIOUSLY ADOPTED BY THE CITY COUNCIL ON MARCH 18, 2025 AS "SECTION 18.96.030.A.4 – GENERAL PROVISIONS" CORRECTED TO "SUB-SECTION 18.96.030.E.4 – GENERAL PROVISIONS," TO ADD THE MISSING TEXT "ADUS MUST NOT EXCEED THE" TO SUB-SECTION 18.96.030.E.4.C, AND TO CORRECT TYPOLOGICAL ERRORS IN TABLE 2-3 OF SECTION 18.12.020 – LAND USE REGULATIONS AND ALLOWABLE USES REGARDING THE PERMISSION OF TWO-FAMILY DWELLINGS – ATTACHED ONLY IN THE MUC – MIXED USE CORRIDOR ZONE AND NOTATION UNDER SPECIFIC USE REGULATIONS FOR HOME BUSINESSES; 4) AMEND CHAPTER 18.10 TO AMEND SUB-SECTION 18.10.030.E TO ALIGN WITH SUB-SECTION 18.96.050.F.3 CORNER LOTS AS ADOPTED BY CITY COUNCIL ON FEBRUARY 6, 2024, TO AMEND TABLE 2-2 AND ASSOCIATED "NOTES" OF SECTION 18.10.030 DEVELOPMENT STANDARDS TO ALIGN WITH THE OPEN SPACE STANDARDS ADOPTED BY CITY COUNCIL ON FEBRUARY 6, 2025, AND AMEND THE FRONT AND SIDE SETBACK INCREASE OVER 18 FEET IN HEIGHT FOR SINGLE-FAMILY DWELLINGS AS PROPOSED TO BE REPEALED AND REPLACED PURSUANT TO SECTION 18.10.040 – OBJECTIVE SITE AND ARCHITECTURAL DESIGN STANDARDS; 5) AMEND SECTION 18.48.180 SERVICE STATIONS TO AMEND SUB-SECTION 18.48.180.B.3 AND TABLE 2-3 ALLOWED USES AND PERMIT REQUIREMENTS OF SECTION 18.12.020 TO ALLOW REFUELING AND SERVICE STATIONS WITH CONDITIONAL USE PERMITS IN CERTAIN ROADWAY CORRIDORS IN MIXED USE ZONES AND SCHOOLS, PUBLIC AND PRIVATE WITH CONDITIONAL USE PERMITS IN ALL MIXED USE ZONES; 6) AMEND CHAPTER 18.10 TO AMEND TABLE 2-2 OF SECTION 18.10.030 – DEVELOPMENT STANDARDS TO REDUCE THE MINIMUM FRONT SETBACK DIMENSIONS TO LIVING AREAS TO 15-FEET IN ALL RESIDENTIAL ZONES;7) AMEND CHAPTER 18.28 – TREES ON PRIVATE PROPERTY TO AMEND SUB-SECTIONS 18.28.070.E TO EXEMPT TREE REMOVAL REQUESTS FROM UTILITY COMPANIES FROM THE REQUIREMENT TO SUBMIT AN ARBORIST REPORT WITH THE APPLICATION AND AMEND SECTION 18.28.110.A TO CORRECT THE REFERENCED CHAPTER UNDER VIOLATIONS FROM "1.118" TO "18.118"; 8) AMEND CHAPTER 18.08 – DEFINITIONS TO AMEND THE DEFINITION OF HOME OCCUPATIONS (HOME BUSINESSES) UNDER "H" DEFINITIONS IN SECTION 18.08.010 – GENERAL, AND AMEND CHAPTER 18.48 TO AMEND SECTION 18.48.110 HOME BUSINESSES (HOME OCCUPATION PERMIT) TO ALLOW HOME OCCUPATIONS IN ACCESSORY STRUCTURES WITHIN RESIDENTIAL PROPERTIES AND TO CLARIFY

PERMIT LIMITATIONS REGARDING THE OPERATION OF HOME OCCUPATIONS BY NEW RESIDENTS, 9) AMEND CHAPTER 18.94 TO STREAMLINE THE TEMPORARY USE PERMIT PROCEDURES, 10) AMEND CHAPTER 18.08 DEFINITIONS TO AMEND SECTION 18.08.010 TO ADD OR AMEND VARIOUS DEFINITIONS FOR ALCOHOL SALES AND DRINKING AND EATING ESTABLISHMENTS, 11) AMEND CHAPTER 18.48 – REGULATIONS FOR SPECIFIC LAD USES AND ACTIVITIES TO EXEMPT INCIDENTAL SALE OF ALCOHOL FROM CONDITIONAL USE PERMIT AND STREAMLINE / CLARIFY OTHER MISCELLANEOUS PROVISIONS, AND 12) AMEND TABLES 2-3, 2-5, AND 2-7 OF SECTIONS 18.12.020, 18.14.020, AND 18.16.020 RESPECTIVELY TO CORRECT AND CLARIFY CERTAIN NOTATIONS REGARDING ALCOHOL SALES AND FOOD SERVICE.

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

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

WHEREAS, the Planning Commission of the City has reviewed the proposed amendments to the City of East Palo Alto's Development Code at a duly and properly noticed public hearing on March 23, 2026 and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff, and has found that the proposed amendments are consistent with the goals and policies of the City's General Plan, and recommends adoption of the proposed amendments by the City Council of the City of East Palo Alto ("City Council"); and

WHEREAS, the City Council conducted duly and properly noticed public hearings on April 21, 2026 to consider the proposed amendments to the Development Code and considered all evidence, including but not limited to public testimony and the evaluations and recommendations of staff, and finds and determines that the proposed amendments to the City of East Palo Alto Development Code are adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

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

SECTION 1. CHAPTER 18.10 AMENDED

Section 18.10.040 – Site Design and Architectural Standards is hereby repealed and replaced with Objective Site and Architectural Design Standards as shown in Exhibit "A", attached hereto and incorporated herein by reference

SECTION 2. CHAPTER 18.08 AMENDED

Section 18.10.010 – General is hereby amended to add a definition for Apartment under "A-1" Definitions, to amend the definition of Multi-Family Dwellings under "M" Definitions, to add the definition of Rowhouse under "R" Definitions, to amend the definition of Single-Family Dwellings, Attached under "S" Definitions, and to amend the definitions of Townhouse and Two-Family Dwellings under "T" as shown in Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. CHAPTER 18.96 AMENDED

Sub-Sections 18.96.030.A.4 -General Provisions and 18.96.030.E.4.c are hereby amended as shown in Exhibit "C", attached hereto and incorporated herein by reference.

SECTION 4. CHAPTER 18.12 AMENDED

Section 18.12.020 Table 2-3 Land Use Regulations and Allowable Uses is hereby amended as shown in Exhibit "D", attached hereto and incorporated herein by reference.

SECTION 5. CHAPTER 18.10 AMENDED

Section 18.10.030 Development Standards is hereby amended as shown in Exhibit "E", attached hereto and incorporated herein by reference, to reconcile the provisions for Corner Lots as previously adopted by Council.

Section 18.10.030 Table 2-2 is hereby amended as shown in Exhibit "F", attached hereto and incorporated herein by reference, to align open space standards as previously adopted by Council.

Section 18.10.030 Table 2-2 NOTES is hereby amended as shown in Exhibit "F", attached hereto and incorporated herein by reference, to amend Front and Side Setback Increase Over 18 Feet in Height For Single-Family Dwellings.

SECTION 6. CHAPTER 18.48 AMENDED

Sub-Section 18.48.180.B.3 is hereby amended as shown in Exhibit "G", and **Sub-Section 18.12.020 Table 2-3** is hereby amended as shown in Exhibit "H", both attached hereto and incorporated herein by reference to allow Refueling and Service Stations and associated uses at certain locations , and Public and Private Schools with Conditional Use Permits in all Mixed Use Zones.

SECTION 7. CHAPTER 18.10 AMENDED

Section 18.10.010 – Development Standards is hereby amended as shown in Exhibit "I" to reduce the minimum front setback dimensions to Living Areas to 15-feet in all Residential Zones.

SECTION 8. CHAPTER 18.28 TREES ON PRIVATE PROPERTY AMENDED

Section 18.28.070 Criteria for Tree Removal is hereby amended as shown in Exhibit "J", attached hereto and incorporated herein by reference.

Section 18.28.110 Enforcement is hereby amended as shown in Exhibit "K", attached hereto and incorporated herein by reference.

SECTION 9. CHAPTER 18.08 DEFINITIONS AMENDED
Sections 18.08.010."H" Definitions is hereby amended as shown in Exhibit "L", attached hereto and incorporated herein by reference.

Sections 18.48.110 Home Occupations (Home Businesses) is hereby amended as shown in Exhibit "M", attached hereto and incorporated herein by reference.

SECTION 10. CHAPTER 18.98 AMENDED

Section 18.94.050 Allowed Temporary Uses, Section 18.94.060 Application Filing and Processing, Section 18.94.070 Director Review, and 18.94.110 Post Decision Procedures are hereby amended as shown in Exhibit “N”, attached hereto and incorporated herein by reference.

SECTION 11. CHAPTER 18.08 AMENDED

Section 18.10.010 – General is hereby amended to add and amend definitions for Alcohol Sales (off-site-sale), Alcohol Sales (off-site-sale)-Accessory, Alcohol Sales (on-site-sale), Alcohol Sales (on-site-sale)-Incidental, Drinking Establishments, and Eating Establishment as shown in Exhibit “O”, attached hereto and incorporated herein by reference.

SECTION 12. CHAPTER 18.48 AMENDED

Sub-Sections 18.48.040.A, 18.48.040.D.1, and 18.48.040.E.1.d are hereby amended as shown in Exhibit “P”, attached hereto and incorporated herein by reference.

SECTION 13. CHAPTERS 18.12, 18.14, AND 18.16 AMENDED

Sections 18.12.020 (Table 2-3), 18.14.020 (Table 2-5) and 18.16.020 (Table 2-7) 180.B.3 are hereby amended as shown in Exhibits “Q,” “R,” and “S” respectively, all attached hereto and incorporated herein by reference.

SECTION 14. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

This Ordinance is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" that would result in a direct physical change or a reasonably foreseeable indirect physical change to the environment, pursuant to CEQA Guidelines Section 15378.

Even if it were considered a project subject to CEQA, it would be exempt under CEQA Guidelines Section 15378 (regulatory actions) and Section 15061(b)(3), as there is no possibility that the Development Code, by itself, would have a significant adverse effect on the environment.

Furthermore, in accordance with CEQA Guidelines Section 15183, projects consistent with the development density established by General Plan policies (Vista 2035), for which an Environmental Impact Report (EIR) has already been certified, do not require additional environmental review, except where necessary to evaluate whether there are project-specific significant effects that are unique to the project or its site.

SECTION 13. SEVERABILITY.

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

SECTION 14. EFFECTIVE DATE.

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

SECTION 15. PUBLICATION.

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

INTRODUCED at a regular City Council meeting held April 21, 2026, and

PASSED AND ADOPTED at a regular City Council meeting held on ____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Weber Lincoln, Mayor

ATTEST:

James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê, City Attorney

EXHIBITS

Exhibit A-1 – Objective Site and Architectural Design Guidelines
Exhibit B – Definitions
Exhibit C – Corrections to previously approved “Exhibit K”.
Exhibit D – Corrections to Table 2-3.
Exhibit E – Development Standards on Second Curb Cuts.
Exhibit F - Table 2-2 Reconciliation of Private Open Space standards and Front and Side setback increase.
Exhibit G – Service Stations and associated uses.

Exhibit H - Table 2-3 Allowed Uses and Permit Requirements
Exhibit I - 15-foot Front and 5-foot Side Setbacks in Residential Zones
Exhibit J – Criteria for Tree Removals.
Exhibit K – Enforcement
Exhibit L – Definitions
Exhibit M – Home Businesses (Home Occupation Permits)
Exhibit N – Temporary Use Permits
Exhibit O – Definitions regarding Alcohol Sales, and Drinking and Establishments.
Exhibit P – Alcohol Sales
Exhibit Q – Corrections to Table 2-3.
Exhibit R – Corrections to Table 2-5.
Exhibit S – Corrections to Table 2-7.

EXHIBIT A-1

18.10.040 - Site Design and Architectural Standards

A. Purpose.

Site design and architectural standards are established consistent with General Plan policy to promote quality design of new residential structures and additions. The City recognizes that quality design promotes longer life of structures, improves the appearance and maintenance of neighborhoods, and increases value in the housing stock.

B. Applicability.

In addition to the standards specified as applicable to all zones and the regulations for specific land uses and activities, the following site design and architectural standards shall apply to all new residential structures and additions to existing residential structures. The design standards are organized by housing type as follows:

- Single-Family, Two-Family, Triplex, Fourplex and Townhouse, as defined in Chapter 18.08 (Definitions).
- Apartments and Mixed Use Buildings, as defined in Chapter 18.08 (Definitions).

C. Single-Family, Two-Family, Triplex, Fourplex and Townhouse

1. General Site Design Standards

a. All new residences or residential additions shall be designed to match the prevailing front setback condition as viewed from the street and measured as an average of all front setbacks along the same block face. (Figure 1)

b. Front entries shall include stoops and/or porches and be ~~clearly~~ identifiable through ~~accentuated~~ architectural details such as awnings, projections, or recesses. Primary unit entrances for single-family and townhouse buildings shall be visible from the street.

c. For buildings located at the front of a lot, any horizontal offset from the center of the street curb cut and the center of the garage door opening shall be less than 4 feet, in order to maintain a horizontal alignment and reduce pedestrian conflict. (Figure 2)

d. For townhouse and multiplex buildings, pedestrian paths shall be provided to each individual ground-floor unit entrance and to connect units to common open space areas and parking areas.

Figure 1. FRONT SETBACK CONDITION

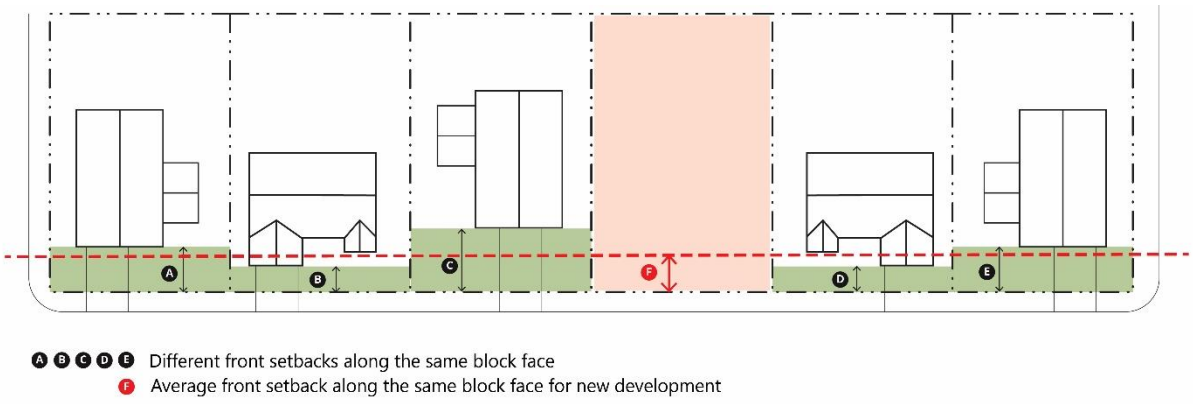
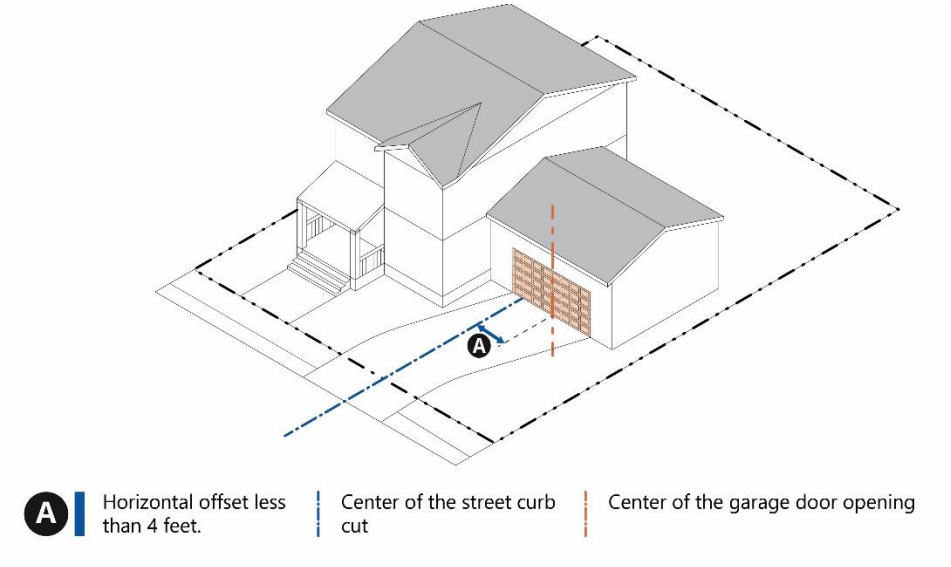


Figure 2. GARAGE DOOR ALIGNMENT



2. General Site Design Guidelines

a. To the maximum extent possible, orientation of structures and windows should take advantage of natural light and wind patterns for natural heating and cooling.

b. Driveways should be placed in a manner that avoids conflict with pedestrian access from the sidewalk.

3. Setback Area & Landscaping Design Standards

a. Front yard landscaping shall be provided consistent with landscaping requirements including the limitation of pavement to maximum 50% of the front yard.

b. To the extent required by Chapter 18.28 (Trees on Private Property) of the East Palo Alto Municipal Code (EPAMC), existing mature, healthy trees shall be preserved in association with new construction, any remodeling or additions.

c. Pervious or semi-pervious surfacing materials shall be used as needed to meet C.3. New Development and Redevelopment (stormwater and drainage) requirements for pedestrian paths and driveways. Recommendations and regulations for pervious pavement as provided in Section 6.6 of Chapter 6 (Technical Guidance for Specific Treatment Measures) of the San Mateo Countywide Water Pollution Prevention Program (Flowstobay).

4. Massing and Addition Standards

Intent: All new single-family, two-family, triplex, fourplex or townhouse buildings and residential additions should be designed to respect or complement the existing development pattern and massing as viewed from the street. An addition should be designed so that it appears to be part of the original structure.

a. Residential second/third-story additions shall employ at least two of the following building modulation strategies:

(i) Varied roof forms, including but not limited to changes in roof height, offsets, dormers, etc.

(ii) Use of balconies, front porches, decks, overhangs, or covered patios.

(iii) Projections, offsets, and/or recesses of the building wall at least 2 feet in depth, such as bay windows.

b. If the addition includes a large wall plane (longer than 20 feet), the plane shall ~~be articulated with~~ incorporate at least two of the following architectural elements with bay window extensions, trellis features, recessed doors or windows, as follows: ~~or other architectural elements.~~

   a. A projection or recess with a minimum depth of 12 inches and a minimum width of 4 feet (e.g., bay window, wall offset)
   b. A trellis or similar vertical feature covering at least 15% of the wall plane area.
   c. Door or window openings recessed a minimum of 4 inches from the wall surface
   d. Additional architectural detailing (e.g., material changes, trim, or reveals) that creates a minimum of one horizontal or vertical break per 20 feet of wall length

c. All facades visible from a public right-of-way shall ~~be~~ maintain a consistent design across the structure, incorporating ~~within~~ the typical elements of the selected architectural style ~~chosen~~.



Varied roof forms with change in direction of roof slope, facade projections, and large bay windows.



Balcony and covered front porch entry.

5. Massing and Addition Guidelines

a. The bulk and mass of new single-family residential structures and additions should match the scale of existing structures in the same residential block.

b. Additions to residential structures should be designed and constructed to match the architectural style and building form of the structure to which they are added.

c. All second story additions should be designed as a series of smaller building volumes as opposed to a single massive structure.

d. The use of eaves, dormers, intersecting hips or gables, or other roof features are encouraged to add visual interest and break up the mass of the structure.

e. All additions to existing single-family residences should be architecturally consistent with the existing residence with respect to roof pitch and tie-in, exterior materials, and colors.

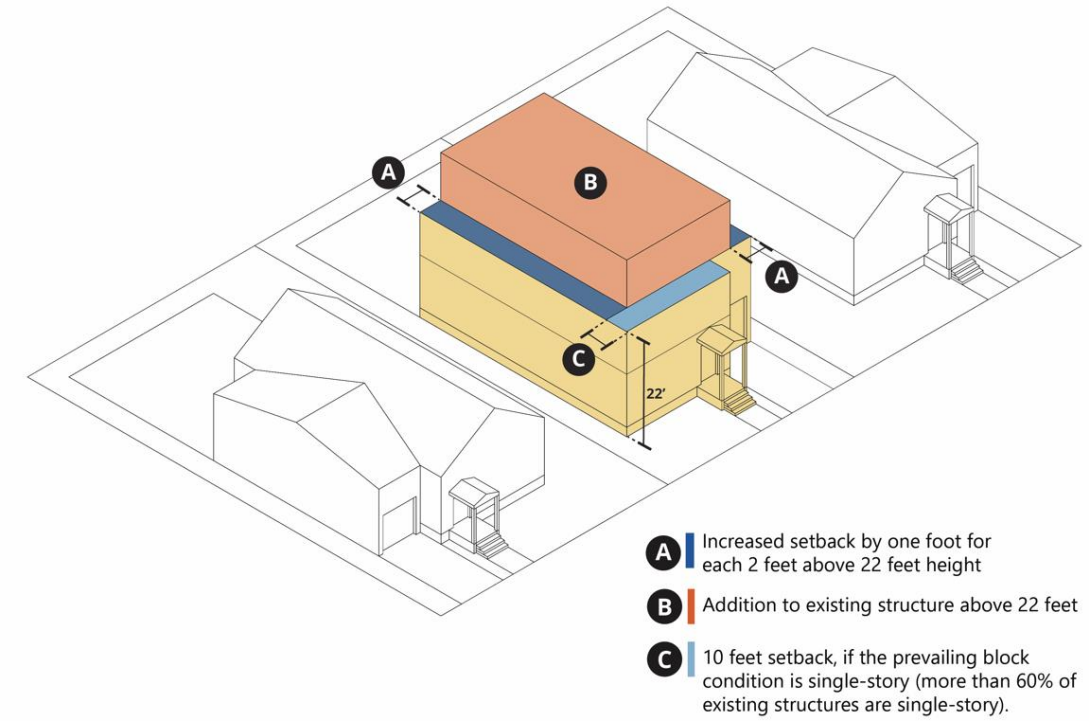
6. Privacy Standards

Intent: New residences and residential additions should be designed to preserve privacy, light, and air to adjoining properties to the extent feasible.

a. Second/third story additions shall step back from the front of the dwelling (the first story) by at least ten feet if the prevailing block condition is single-story (more than 60% of existing structures are single-story).

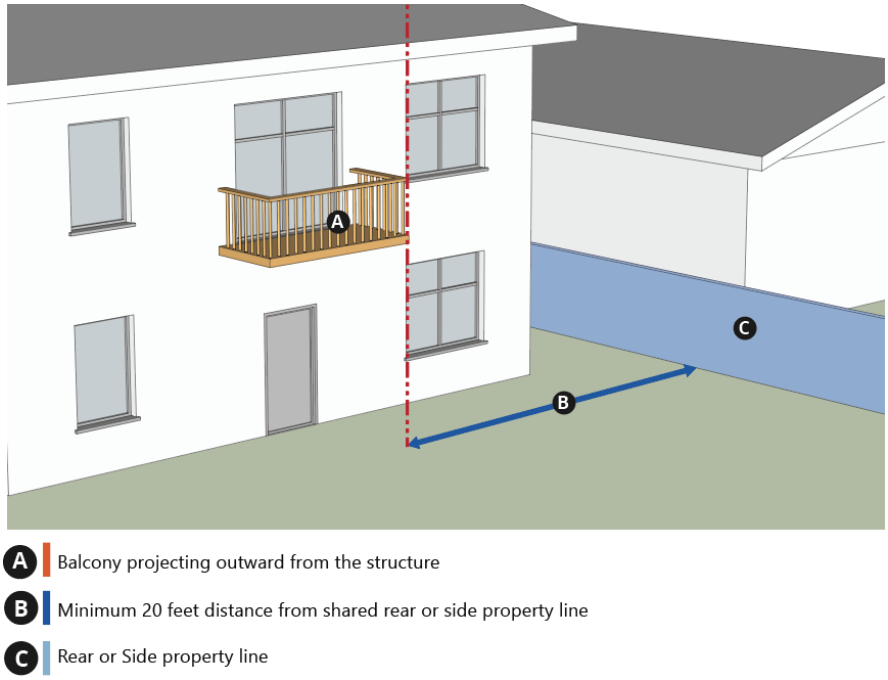
b. To preserve light and air for adjoining properties, where a new structure or an addition to an existing single-family structure will exceed 22 feet in height, the required setback from the side property lines of the site shall be increased by one foot for each two feet of structure height in excess of 22 feet; the increased setbacks are to be imposed only with respect to that portion of the new structure or addition that exceeds 22 feet in height. (Figure 3)

Figure 3. **NEW ADDITIONS**



c. Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. See Figure 4.

Figure 4. **BALCONY SETBACKS**



d. When a new structure or addition is located within ~~10~~ five feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property (Figure 5):

(i) Windows shall be offset a minimum of three feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy.

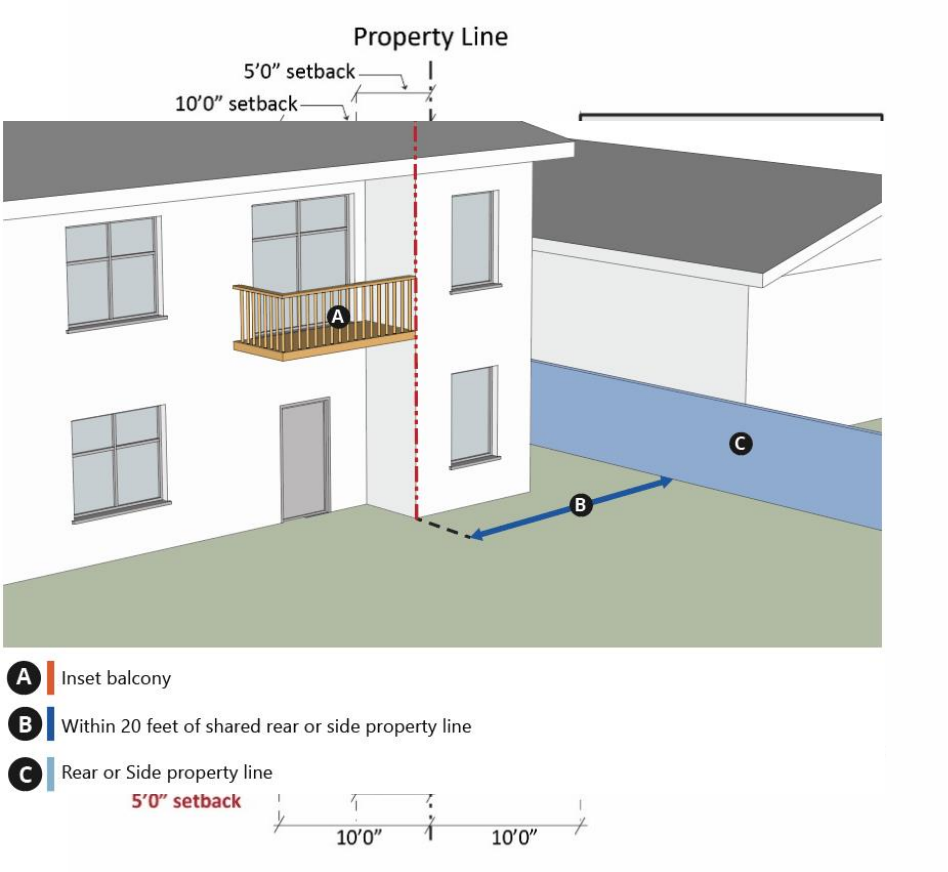
(ii) Windows on any floor to a non-habitable room such as a bathroom or closet may be excepted from this standard if both the following conditions are met:

a) The minimum windowsill height is six feet.

b) The window has frosted or privacy glass.

(iii) This standard shall be waived if there is a conflict with any Building Code requirements.

Figure 5. WINDOW LOCATION



e. A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-family residential units or single-family residential zoning district boundaries (except within the required front setback). The planter strip shall contain living plant material consisting of ~~Landscaping (~~trees, shrubs, or hedges~~)~~ arranged to achieve a continuous visual screen. At the time of planting, materials shall be selected and spaced so that, with five years of installation, they form a screen at least six feet in height and at least 75 percent coverage when viewed horizontally from the ~~shall be planted within this strip, depending on the tree/plant species and canopy at maturity, to provide screening for~~ adjacent single-family residential uses. All landscaping shall be installed

prior to final inspection or occupancy and maintained in a healthy, living condition. Installation and maintenance shall be in accordance with the Chapter 18.28 (Trees on Private Property), Chapter 18.10 (Residential Zones), Chapter 18.12 (Mixed Use Zones), Chapter 18.26 (Fences, Hedges and Walls), and Chapter 18.28 (Trees on Private Property) of the EPAMC~~, as applicable~~.

7. Architectural Design Detail Standards

a. Materials

(i) All additions shall utilize ~~Materials~~ materials and finishes that are consistent in type, color, texture, and architectural style with those of ~~any additions shall match~~ the style of the existing residential structure. Such materials and finishes shall be ~~and shall be consistently~~ applied uniformly across all exterior facades of the addition ~~to all facades~~.

(ii) Buildings shall incorporate durable finish and/or accent materials, which include masonry, tile, stone, stucco, architectural grade wood, brick, and glass.

(iii) All vents and electrical conduits shall be painted the same color as the adjacent surface.

b. Roofs

(i) Rooflines and roofing materials shall ~~be compatible with~~ match the architectural style of the existing residential structure in design, form, and appearance.

(ii) Use ~~of varying, uncoordinated~~ consistent, coordinated roofline~~s~~ forms and roofing materials across the design. ~~shall be avoided~~ Multiple rooflines and materials are permitted only when they are intentionally integrated into a cohesive architectural composition that demonstrates clear alignment, proportional relationships, and a unified material palette.

c. Garages

(i) Garages that are oriented toward the street ("front-loaded") shall have a maximum width of 22 feet and shall comprise no more than 60% of the total façade width. The garage doors shall be located at least 23-feet from the public street. Standards for townhouse garages are provided in section iii below.

(ii) All attached or detached garages shall be set back at least six feet behind any living spaces. (Figure 6)

(iii) Tuck-under parking for townhouses shall follow the following standards: (Figure 7)

a) Townhouse garages shall be accessed from an alley (or another internal road or driveway) and shall not exceed 75% of the townhouse frontage.

b) A garage door shall not exceed 22 feet in width.

c) Garage doors shall be located a minimum of 2 feet from one another.

d) For tuck-under parking along alleys, landscaping shall be located between garage doors and include a planting area or planter box with a minimum 12-inch length and width.

Figure 6. **ATTACHED OR DETACHED GARAGES**

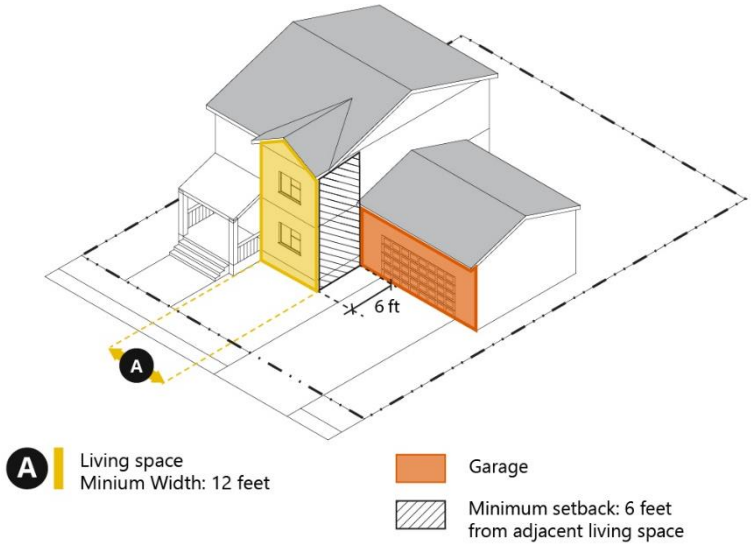
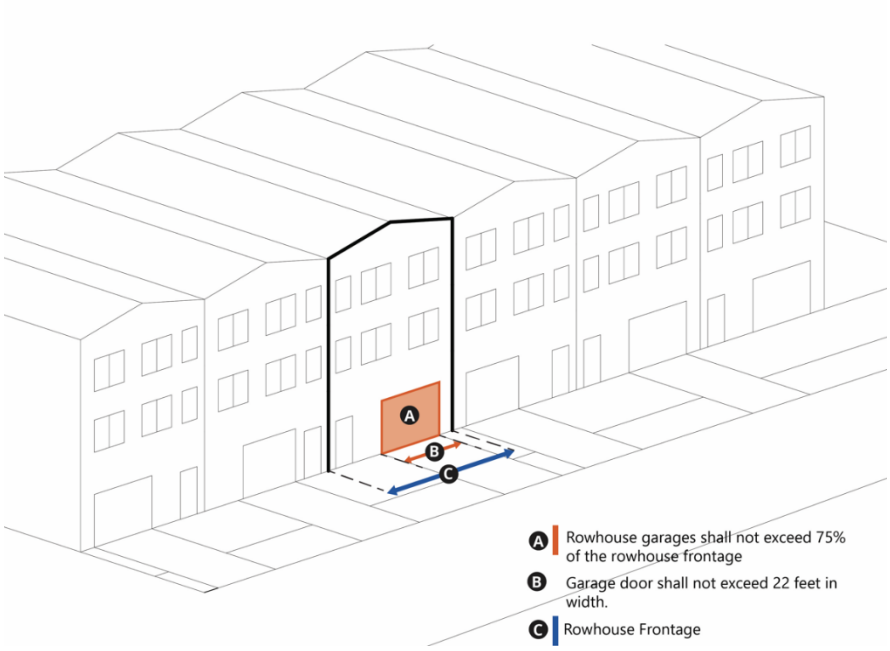


Figure 7. **TUCK-UNDER PARKING**



8. Architectural Design Detail Guidelines

a. If there is a predominant architectural style or consistent use of exterior materials in the residential block (with at least 60% of residences)", then the architectural style or exterior materials should be consistent with or complement the use of exterior materials in the neighborhood.

b. Window and door design and placement should be consistent (similar to) with the overall architectural style of the structure.

c. Roof style and pitch should be consistent with roof style and pitch in the vicinity.

D. Apartments And Mixed Use Buildings

1. General Site Design Standards

a. The main entry shall be located onto the most predominant travel way including a public street, pedestrian paseo/greenway, or publicly accessible plaza. Secondary entrances may be located on private streets or open spaces.

b. The main entry shall be visible and easily accessible for pedestrians from the public street.

c. Entrances to individual residential units shall be accessible from the street, internal corridors, or from common open space areas within the development.

d. A minimum of 50% of ground floor units shall have an entry directly accessible from the closest sidewalk or pedestrian path.

2. General Site Design Guidelines

a. All new structures should be designed to respect or complement the existing development pattern as viewed from the street.

b. Multi-family buildings should generally be located and oriented as close to the front setback as possible; stoops, forecourts, public spaces, or plazas may encroach into the front setback and are excepted.

c. Mixed-use buildings (or any building with an active frontage) should be located as close as possible to the front setback line or immediately behind a public or semi-private space, such as outdoor seating for a restaurant. Excessively large front setbacks are strongly discouraged.

d. Mixed-use developments should not exceed a maximum block perimeter of 1,400 feet. Blocks may be broken up by private or public streets, publicly accessible service streets/fire access streets, or greenways/paseos.

e. Mixed-use buildings should be oriented toward the street, so that they frame the pedestrian environment.

f. Multi-family and mixed-use buildings should be arranged to create well-defined areas for plazas, green spaces, and pathways.

g. Where feasible, the main entrance of a corner building should be located at the corner (preferably within 25 feet of the corner). When plazas/open spaces are located at a corner, the building should have direct pedestrian access off the plaza.

3. Site Access Standards

Intent: Driveways should be placed in a manner to avoid conflict with pedestrian access from the sidewalk.

a. Driveways shall not exceed 26 feet in width (driveways serving regular truck traffic may not exceed 30 feet in width).

b. A clear pedestrian path of travel shall be provided between the public sidewalk and the primary building entrance(s). Pedestrian paths shall be clearly delineated with pavement materials and/or markings and signage.

c. Each project site shall be limited to one curb cut (including driveways, service streets and alleys) per 200 feet of public street frontage, unless otherwise required for emergency vehicle access. Two curb cuts are permitted for parking garage frontage. On public street frontages, curb cuts shall be located a minimum of 50 feet from street corners.

4. Site Access Guidelines

a. Pedestrian access from the street and the parking lot to the main door of the structure should be designed to avoid conflict with vehicular traffic.

b. Common (shared) driveways between adjacent uses or sites are encouraged.

5. Loading Standards

Intent: Loading areas should be designed and located to avoid conflicts with interior pedestrian and vehicular circulation, and to minimize noise and other impacts on adjacent uses.

a. Loading and solid waste/recycling collection areas shall be centrally located so as to provide easy direct access to all residents and collection vehicles, and to minimize noise impacts on residents.

b. Loading docks, and equipment areas shall be screened from adjacent properties and publicly accessible streets and paths with fencing or walls, and landscaping and not be visible from a point six feet above ground. The enclosure shall achieve at least 90% opacity when viewed perpendicular to the enclosure. Landscaping, where used, shall consist of evergreen plant materials capable of achieving a minimum height of 6 feet and 80% year-round opacity within 3 years of installation. Chain link fencing with or without slats is not allowed.

c. Designated loading docks, bays, and spaces shall be located in the rear or interior side yard areas.

d. Exception: If loading to the rear or side is not feasible on a corner lot, loading may be located on a non-primary street ("side street") frontage if the loading dock is set back at least 50 feet from the back of curb or the property line (whichever is greater); is screened with materials matching the primary building as follows:

(i) Exterior wall materials shall be identical in type;

(ii) ~~that have a similar color,~~ Color and texture~~, roof style,~~ shall be identical as used in ~~and architectural detailing as~~ the overall site and building design;

(iii) Architectural detailing (trim, cornices) shall use the same profiles and dimensions as those used on the primary building;

(iv) The screening material shall be ~~and is screened by an~~ opaque ~~material/screen~~ with a minimum height of 6 feet and maximum height of 9 feet. This requirement does not apply to private streets.

6. Parking Design Standards

a. Surface parking shall be located behind any buildings. If that is not feasible, surface parking may be located beside buildings if screened from the street with low walls and landscaping. (Figure 8)

b. Wherever possible, reciprocal access to parking areas between adjacent non-residential uses should be provided as long as each site provides its required parking, subject to the approval of the Director.

c. Surface parking lots shall be screened from adjacent publicly accessible streets as per landscaping standards in EPAMC 13.24.430.

d. Above grade structured parking structures facing a public street or publicly accessible open space shall have only the driveway(s) and the garage entry lobby visible, with the remaining

façade length of the first story (ground floor) lined or wrapped with commercial or habitable uses with a minimum depth of 25 feet.

e. On upper levels, structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation by incorporating the following features on each street facing façade:

   (i) Transparent or translucent windows covering a minimum of 30% of the façade;

   (ii) Horizontal or vertical articulation consistent with section D.10.c of Massing and Articulation Standards;

f. In order of preference (with the highest first), structured parking garages shall face and be accessed from:

   (i) Alleyway

   (ii) Private Street/Internal Street

   (iii) Public Street, Side Street

   (iv) Public Street, Corridor or Primary Street

   (v) Public Open Space

g. All automated and stand-alone structured parking facilities shall submit a parking access plan that meets the following standards:

   (i) Access control designed to accommodate peak demand without causing vehicle queuing in the public right-of-way

   (ii) An appropriate number and location of entries and exits

   (iii) Adequate internal circulation

   (iv) Signage for drivers and pedestrians

   (v) On-site queuing

Figure 8. SURFACE PARKING SCREENING



7. Setback Area & Landscaping Design Standards

a. Front yard landscaping shall be provided consistent with landscaping requirements in EPAMC Sections 13.24.330, 17.06, and 18.30.090 and the City's Urban Forest Master Plan. Setbacks shall be landscaped and/or hardscaped.

b. Existing mature, healthy trees shall be preserved in association with any remodeling or addition projects, as per the City's Tree Protection Ordinance.

c. Pervious or semi-pervious surfacing materials shall be used for pedestrian paths and driveways.

d. Underground parking shall not encroach under public streets or dedicated public parks and shall not be located under Public Utility Easements (PUEs). Underground parking, when fully below grade, may encroach into setbacks and below privately owned open space.

e. Asphalt paving is not permitted in private or common usable open spaces.

f. Setback areas in multifamily and mixed-use developments shall be landscaped according to the following standards:

(i) Building setbacks abutting ground floor residential uses shall be landscaped or include planter boxes for a minimum of 75% of the required setback area excluding areas for patios, porches, stoops, fire escapes, stair landings, and required walkways. For street frontage locations where the setback between the back-of-walk and building façade is 15 feet or greater, a minimum 1 tree per 40 linear feet of building frontage shall be planted within that setback area.

(ii) Building setbacks abutting ground floor storefront retail uses shall be landscaped and/or include planter boxes for a minimum of 25% of the setback area.

(iii) Building setbacks abutting other ground floor non-residential uses (other than active uses such as restaurants or retail) shall be landscaped a minimum of 60% of the setback area.

8. Private and Common Usable Open Space Standards

a. **Private Open Space areas** in multi-family residential and residential mixed-use projects are intended for private use for each dwelling unit and may include balconies (covered or uncovered), private gardens, private yards, terraces, decks, and porches, among others. Private Open Space shall meet the following standards (spaces may be provided that do not meet the standards below but they may not be counted toward the required Private Open Space):

(i) Floor to ceiling height shall have a minimum dimension of 9 feet.

(ii) May be covered but not fully enclosed.

(iii) Be directly adjacent to and accessible from the dwelling unit it serves.

(iv) Ground level private open space shall be screened or buffered from adjacent private or common open space and dwellings by landscaping, fencing, walls, trellises, or other screening elements.

b. **Common Usable Open Spaces** are outdoor open spaces in multi-family residential and residential mixed-use projects that are shared and accessible only to building residents and their visitors. Common open spaces may include courtyards, gardens, play areas, outdoor dining areas, recreational amenities, and rooftop open spaces. Spaces may be provided that do not meet the standards below, but they may not be counted toward the required

Common Usable Open Space. Common Usable Open Space shall meet the following standards:

(i) Shall be immediately adjacent to entrances, hallways, lobbies, or residential units.

(ii) Shall be accessible to all residents.

(iii) A courtyard enclosed by three sides of a building shall have a minimum open-end width that is equal to or greater than 75% of the highest height of the adjoining faces. Any dimension shall be a minimum of 20 feet wide. (Figure 9)

(iv) Fully enclosed courtyards shall have one minimum dimension that is equal to or greater than the highest height (up to 80 feet) of the adjoining facades. The second dimension shall be equal to or greater than 80% of the highest height of the adjoining facades. Any dimension shall be a minimum of 20-feet wide (Figure 10)

(v) A minimum of 60% of the open space area shall be open to the sky and free of permanent weather protection or encroachments. Trellises and similar open-air features are permitted.

(vi) A minimum of 20% of the required open space area shall be planted with trees, ground cover, and/or shrubs.

(vii) Shall have permanent seating.

Figure 9. THREE-SIDE ENCLOSED COURTYARDS

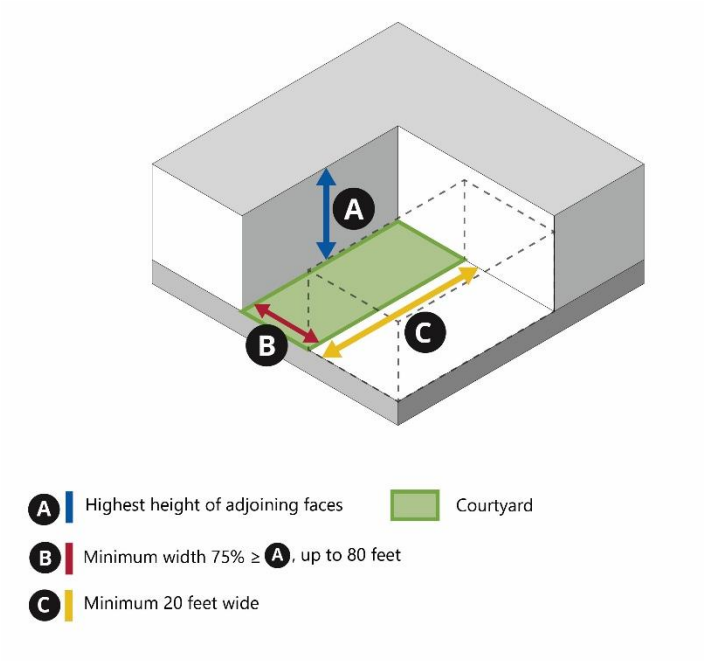
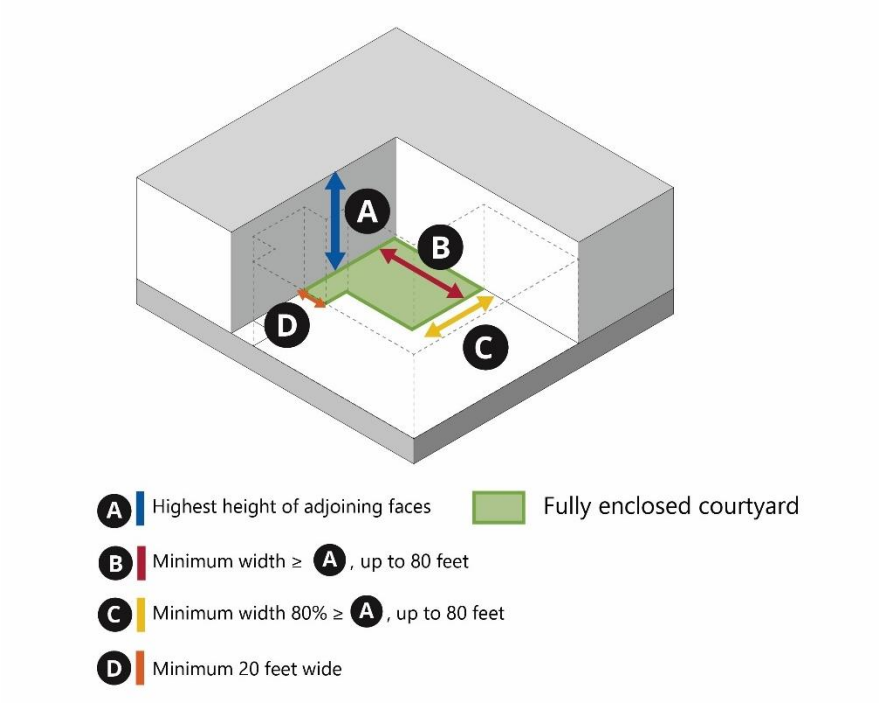


Figure 10. FULLY ENCLOSED COURTYARDS



9. Private and Common Usable Open Space Guidelines

a. Open spaces and pedestrian pathways should incorporate high-quality paving materials such as stone, concrete, pavers, or brick.

b. Internal open spaces should be designed to allow for maximum solar access and natural sunlight.

c. For non-residential portions of mixed-use projects, employees should be provided with breakrooms and open spaces that are an adequate size and are located in areas buffered from vehicle traffic and circulation.

d. Landscaping should be used to activate building façades; soften building contours; highlight important architectural features; screen less attractive elements; add color, texture, and visual interest; and provide shade.

e. Plants should be chosen that are well adapted to the climate of East Palo Alto. These plants may include native or other drought resistant plants. Refer to EPAMC Section 17.06 for additional guidance.

f. The amount of turf grass in landscaping should be minimized, and alternatives to turf should be used where practical. Consult the City's Water Conservation in Landscaping Ordinance for additional requirements.

10. Massing and Articulation Standards

Intent: Structures should be designed to avoid long, monotonous, plain facades. Appropriate articulation techniques (i.e., staggered building planes, variation of facades, recessed entries) and arcades should be used to create variety and interest.

a. Buildings shall not exceed ~~300~~ 400 feet in length in mixed-use zones (MUL, MUC, MUH). Buildings shall not exceed ~~200~~ 350 feet in length in R-zones (R-LD, R-MD, R-HD, R-UHD).

b. Residential and mixed-use buildings greater than four stories in height shall reduce the massing of upper floors by a minimum of ~~20~~ 10% of floor area for floors above the fourth (compared to the floor area of the ground floor).

c. For buildings three stories and taller, façades above the ground floor (or second floor if mixed-use) shall incorporate "breaks;" structural or design articulations that break large expanses down into smaller parts.

(i) The façade planes of residential-only and mixed-use residential buildings shall not exceed 100 feet in length without a façade break. For every 100 feet, provide a minimum of one large break, two medium breaks, or three minor breaks. (Figure 11 and Figure 12)

(ii) The size of the breaks in the façade plane should be sized depending on overall length of the façade and the number of breaks per facade:

a) Large Break. If one break is provided, the break should have a minimum width of 15 feet and a minimum depth of 10 feet.

b) Medium Break. If two breaks are provided, each break should have a minimum width of 10 feet and a minimum depth of 5 feet.

c) Minor Break. If three or more breaks are provided, each break should have a minimum width of 6 feet and a minimum depth of 3 feet.

(iii) These breaks shall continue through the ground floor façade for residential buildings, but do not need to do so for mixed-use buildings.

Figure 11. BREAKS FOR MIXED-USE

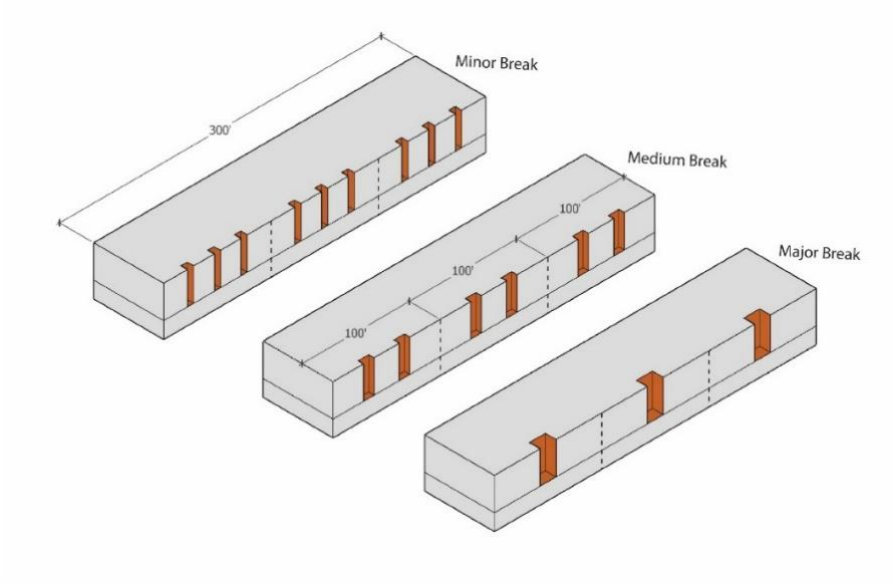
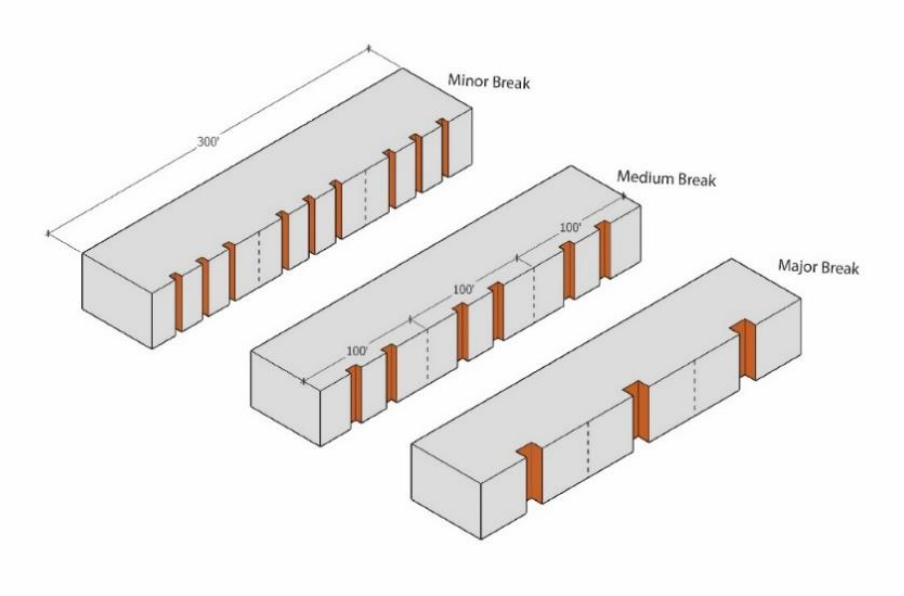


Figure 12. **BREAKS FOR RESIDENTIAL ONLY**



d. For residential and mixed-use facades, buildings shall establish a human-scaled rhythm with smaller individual building bay widths between 20 to 45 feet. This may be achieved with vertically-oriented building modulation, facade articulation, and/or repeating vertically-oriented patterns of fenestration.

11. Massing and Articulation Guidelines

a. Large development projects should be designed as a complex of buildings rather than a single large structure.

b. Generally, a unified architectural and design theme should be applied to all structures within a development.

c. Structures should be designed and articulated to avoid long, monotonous, plain facades.

d. Buildings should be designed with the human scale in mind, incorporating overhangs, changes in wall planes and building height, vertical elements, and other architectural features to break up the bulk of a single building and provide visual interest. Buildings should be broken up into smaller masses, particularly on upper levels.

e. Windows, doors, and other openings should be designed to help implement the massing and articulation standards above.

f. The bulk and mass of new multifamily and mixed-use structures and additions to existing structures should be sensitive to the scale of structures in the immediate neighborhood.

g. The scale and massing of structures should support a pedestrian-oriented ground-floor environment.

12. Compatibility and Transition Standards

Intent: All new residential buildings or residential additions should be designed to respect or complement the existing development pattern and massing as viewed from the street, providing a transition when appropriate.-An addition should be designed so that it appears to be part of the original structure.

a. Additions to existing multifamily residential structures shall be designed and constructed to match the architectural style and building form of the structure(s) to which they are added by using identical exterior materials, window proportions within +/-10% in height-to-width ratios, fenestration and roof form of the existing building.

b. Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units within the development. When a new structure or addition is located within ~~10~~ five feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property by utilizing the following standards: (Figure 13)

   (i) Windows shall be offset a minimum of three feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy.

   (ii) Windows on any floor to a non-habitable room such as a bathroom or closet may be excepted from this standard if both the following conditions are met:

      a) The minimum windowsill height, if provided, is six feet.

      b) The window has frosted or privacy glass.

   (iii) Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. (Figure 14)

   (iv) The standards (i, ii, and iii) in this section shall be waived if there is a conflict with any Building Code requirements.

Figure 13. WINDOW LOCATION FOR PRIVACY

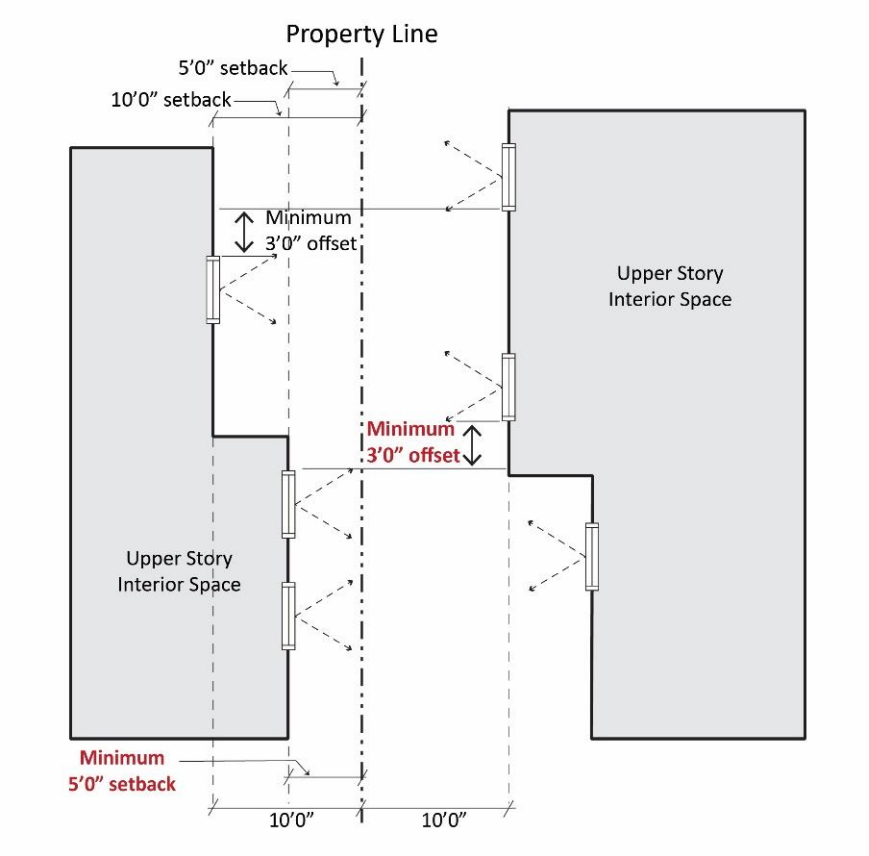
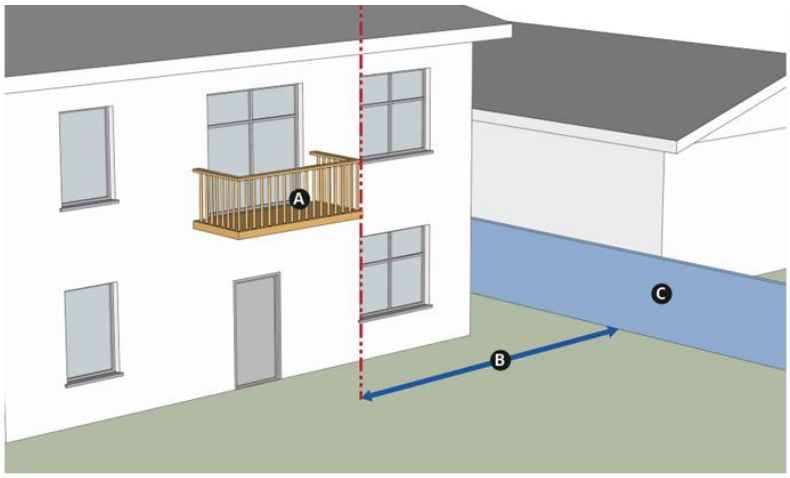
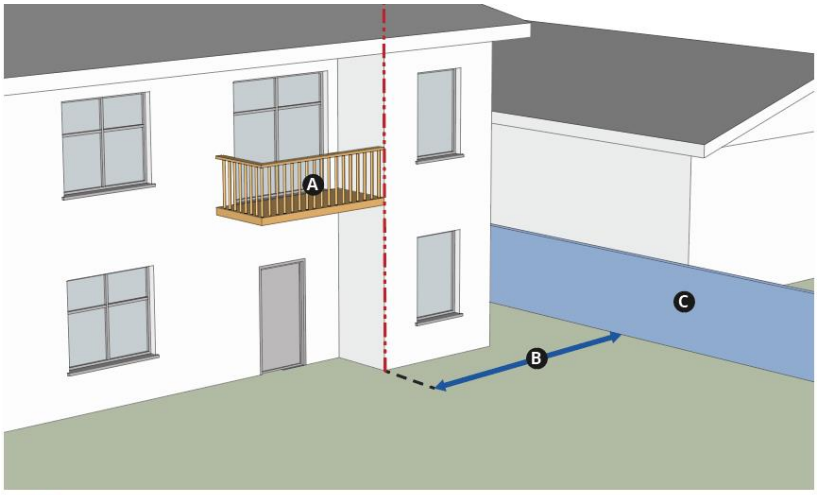


Figure 14. BALCONY SETBACK





A Inset balcony

B Within 20 feet of shared rear or side property line

C Rear or Side property line

c. A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-family residential units or single-family residential zoning district boundaries (except within the required front setback). Landscaping (trees, shrubs, or hedges) shall be planted within this strip, depending on the tree/plant species and canopy at maturity, to provide screening for adjacent single-family residential uses. All landscaping shall be installed in accordance with the EPAMC Chapters 18.28 (Trees on Private Property), 18.10 (Residential Zones), 18.12 (Mixed Use Zones), and 18.26 (Fences, Hedges and Walls), as applicable.

d. When a building has a rear and/or interior side property line abutting a single-family residential zoned parcel (R-LD), starting above the third floor, each subsequent floor shall be stepped back by 10 feet for every two floors.

e. Vegetation ~~shall be~~ used to screen views of a new residence or residential addition shall:

   a. Achieve a minimum height of 6 feet within 3 years of planting;

   b. Provide at least 80% opacity year-round when viewed from adjacent properties;

   c. Be planted at intervals not exceeding 5 feet on center for shrubs or 15 feet on center for trees.

f. For a front or back building façade condition within the same site, building-to-building separation shall be a minimum of 45 feet for 4-story buildings or higher, a minimum of 35 feet for 3-story buildings and a minimum of 25 feet for 2-story buildings.

g. For a side building façade condition within the same site, building-to-building separation shall be a minimum of 25 feet for 4-story buildings or higher, a minimum of 20 feet for 3-story buildings and a minimum of 15 feet for 2-story buildings.

h. Building façades greater than 200 feet in length shall have at least two distinct façade compositions with at least two unique features of rhythm and pattern; material and color; modulation of building form; or façade articulation. Each of the compositions shall account for a minimum 20% of the total façade (Figure 15), and shall differ from the other in at least two of the following measurable ways:

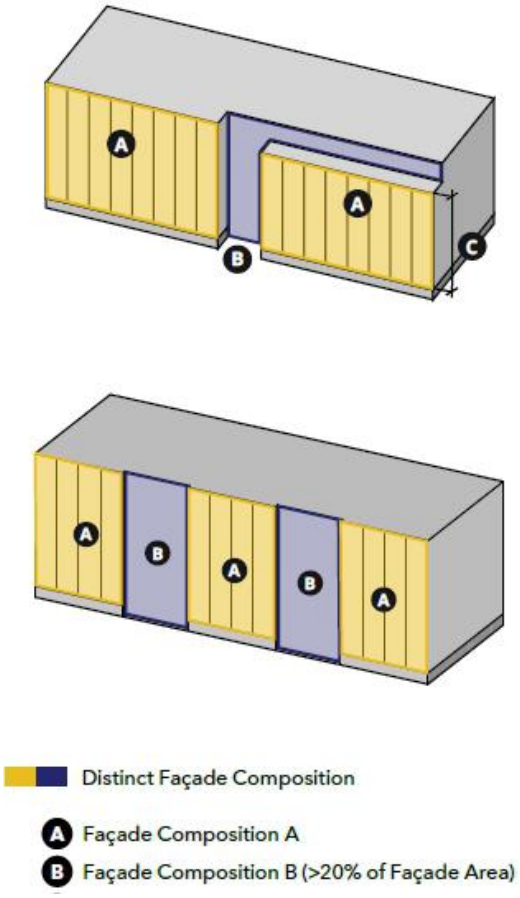
   a. Material type;

   b. Color (minimum 15% difference in Light Reflectance Value (LRV));

c. Plane offset of at least 12 inches;

d. Window pattern or spacing differing by at least 20%

Figure 15. FAÇADE COMPOSITION



13. Compatibility and Transition Guidelines

a. New multi-family residential buildings and residential additions should be designed to preserve privacy, light, and air to adjoining properties to the extent feasible.

b. Where the original structure has limited design quality, the addition should work to enhance the overall appearance of the site.

c. Multi-family and mixed-use structures (containing both residential and commercial uses) adjacent to single-family or townhouse residential uses should incorporate sensitive transitions in scale and massing. For example, massing should be broken down using height step-backs, articulated sub-volumes, and horizontal and vertical façade articulation.

14. Façade Design and Activation - General Ground Floor Standards

a. All ground-floor building frontages facing public streets, public open spaces, and common open spaces shall include operable entrances and/or transparent windows serving interior spaces for ~~to~~ lobby use, living, working, neighborhood commercial, or other commercial ~~similar~~ spaces. Frontages facing service streets, alleys, rear lot lines, or private open space are not expected to have active uses.

b. Long blank walls (longer than 30 feet) without openings such as doors or windows are prohibited along facades facing public streets, public open space, or private streets with public access easements.

c. Parking structures shall be wrapped with ground-floor uses along all street frontages. In lieu of ground-floor uses, murals/art and landscaping are allowed on frontages facing service streets, alleys, rear lot lines, or private open spaces.

15. Façade Design and Activation - Residential Ground Floor Standards

a. To provide adequate privacy for ground floor residential units in mixed-use zones, the closer the building is located to the back of sidewalk, the more elevated the ground-floor units shall be as follows:

(i) A building with a setback of 10 feet or less shall elevate units by at least 4.5 feet from the sidewalk level. (Figure 16). Alternatively, the units shall be provided with a canopied porch recessed or projected a minimum of two feet.

(ii) A building with a setback of 10 – 15 feet shall elevate units by at least 3 feet from the sidewalk level. (Figure 17). Alternatively, units shall be provided with a canopied porch recessed or projected a minimum of two feet.

(iii) A building with a setback greater than 15 feet does not need to elevate units. (Figure 18)

Figure 16. GROUND FLOOR UNITS, LESS than 10 foot setback

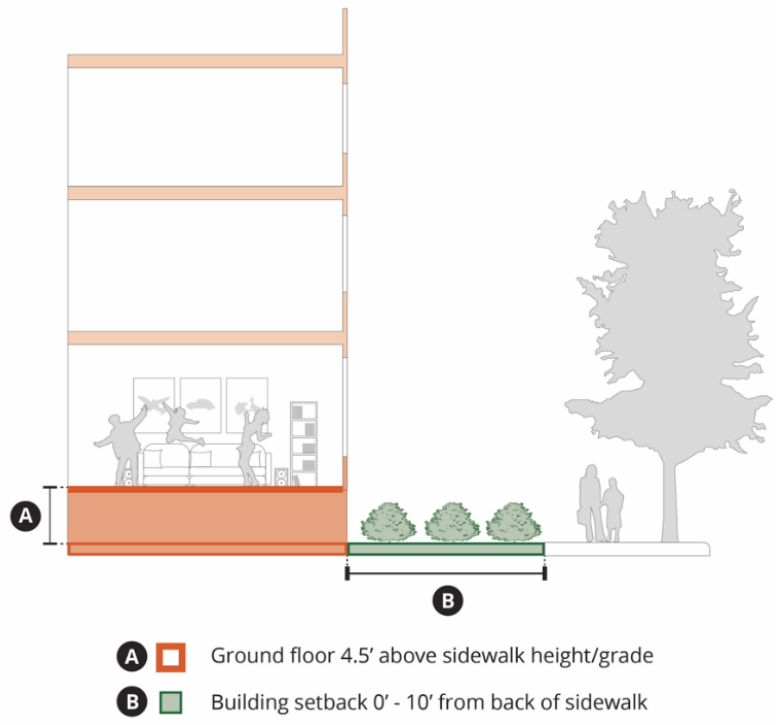


Figure 17. GROUND FLOOR UNITS, 10-15 foot setback

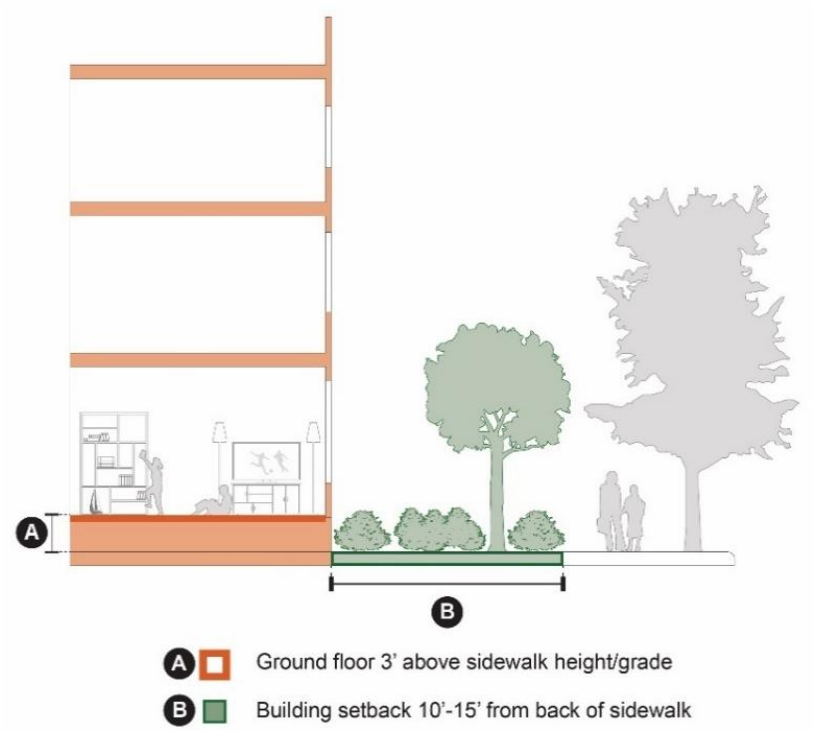
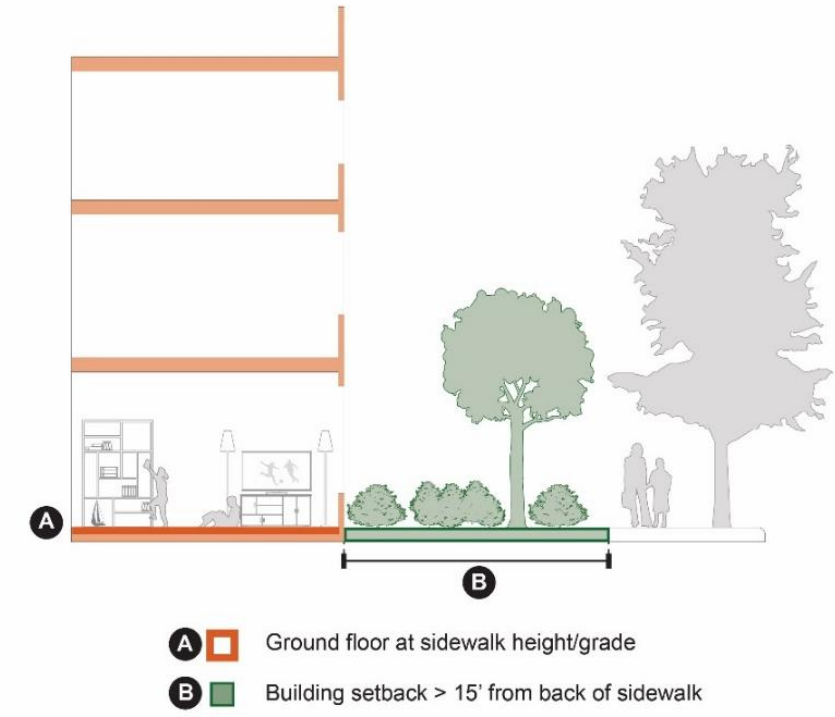


Figure 18. GROUND FLOOR UNITS, more than 15 foot setback



16. Façade Design and Activation - Retail and Office Ground Floor Standards

a. Ground floor retail and commercial storefronts shall have a minimum depth of 25 feet and a minimum floor-to-floor height of 16 feet.

b. On ground floor facades that face a public street, transparent glass windows shall be used that provide views into active interiors as follows:

Table 1: Glazing & Transparency Standards

Standard	Storefront	Office / Active Non-Residential
Minimum Transparency between 2 and 7.5 feet	65%	40%
Entrance Frequency	Every 50 feet on average	Every 80 feet on average

17. Façade Design and Activation - Upper Floor Façade Design Standards

a. Balconies, where provided, shall utilize railing constructed of metal, glass, wood, or composite ~~or similar~~ materials ~~compatible~~ and shall match one of the primary exterior materials used on the building façade. Finishes shall match or fall within a 10% LRV range of the primary façade color scheme. ~~with the overall architectural style of the development~~.

b. ~~At least two treatments (architectural features, landscaping, or art elements that tie into the overall design theme) shall be applied to all~~ Each facade~~s~~ exposed to public view shall include two of the following architectural features, landscaping, or art elements:

- Balconies with a minimum projection of 3 feet;
- Planter boxes with a minimum depth of 12 inches;
- Public art permanently affixed and covering at least 20 square feet;
- Façade material changes covering at least 20% of the façade area.

c. Blank end walls (without windows, porches, or balconies) shall be prohibited. Windows, balconies, or other modulation shall be provided for at least 10% of the façade area.

d. Roof flashing, rain gutters, down spouts, vents, and other roof protrusions shall be screened from view or finished with materials and colors identical to the ~~match~~ adjacent ~~materials and/or colors of the structure~~ facade.

e. All facades of a building facing a street or public space shall ~~be treated with~~ incorporate variations in massing and articulation such as horizontal and vertical offsets of at least 12 inches in depth.

18. Façade Design Guidelines

a. Building façades should be designed to have a distinct base, middle, and top.

b. Ground-floor façades should be designed to give individual identity and visual interest to each individual establishment.

c. Commercial frontages should be broken into similar 20- to 35-foot wide modules.

d. Where multiple tenant spaces are incorporated into a building, individual tenant spaces should be located within distinct building bays. This can be achieved by any of the following:

(i) Placing a column, pier, or pilaster between façade elements.

(ii) Applying a vertical slot or recess between façade elements.

(iii) Providing variation in plane along the building wall.

(iv) Modulating the building wall by recessing storefront entrances or creating a niche for landscaping or for a pedestrian area.

(v) Varying wall materials.

e. One or more of the following elements should be used to articulate a building façade:

(i) Variation in the details for the top of a building, including cornice lines, parapets, eaves, brackets, and other detailing.

(ii) Variation in the details for the body, or middle, of the building, including awnings, overhangs, canopies, pilasters, columns, slots, decorative lighting, and window boxes.

(iii) Variation in the details for the base of a building, including recessed entry areas, covered outdoor areas, and alcoves.

f. Façade details should appear integral to the architectural and structural design of the building rather than tacked onto the surface.

19. Architectural Design Detail Standards

a. Entries

(i) The main shared entry to the multi-family or mixed-use development shall be clearly delineated and identifiable, with a massing projection or recess with a minimum depth of 2 feet.

b. Windows and Balconies

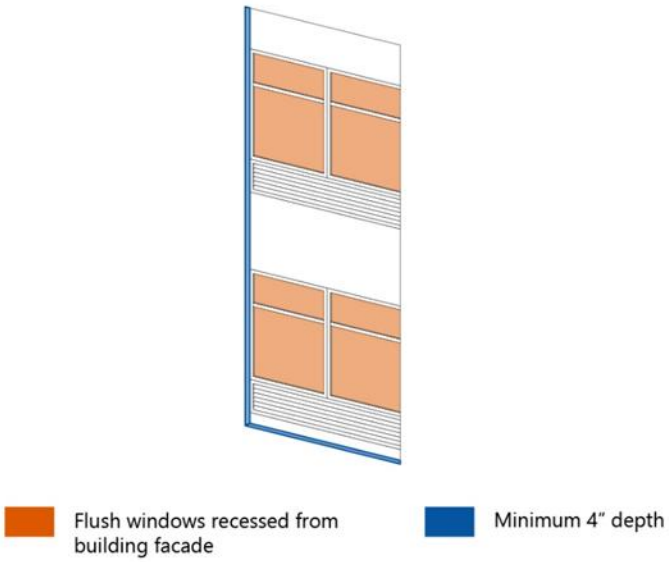
(i) Windows facing a public right-of-way or publicly accessible open space shall be recessed a minimum of 2 inches to provide a "punched" recessed character or window trim shall be provided with a minimum of 2 inches in width and depth. (Figure 19)

(ii) Windows that are flat or "flush" with the façade are prohibited unless applied to a portion of a building that is part of a recessed façade modulation that is recessed at least 4 inches. (Figure 20)

Figure 19. WINDOW DESIGN



Figure 20. WINDOWS IN RECESSED FAÇADE MODULATIONS



c. Materials

(i) At least two materials shall be used on any building frontage, in addition to glazing and railings.

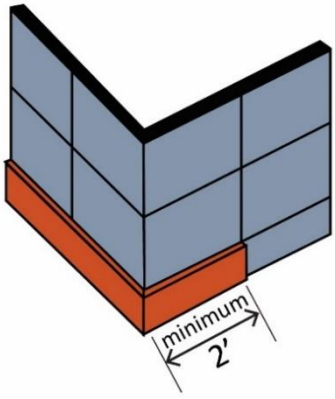
(ii) A maximum of three primary exterior ~~Materials~~ materials and finishes shall be used on any façade. Each material shall cover at least 20% of the façade area, excluding windows and doors. The same materials shall be consistently applied to all facades, with no façade excluding a ~~; the same general~~ material~~s shall be~~ used on another facade by more than 30% of its coverage. ~~all structures/facades within a given development project.~~

(iii) Plywood, vinyl, T1-11, plastic (and plastic laminate), and fiberglass shall be prohibited as siding materials.

(iv) Materials shall continue around corners for at least two feet. (Figure 21)

(v) Vinyl and plastic awnings are prohibited.

Figure 21. MATERIAL CORNER TREATMENT



d. Roofs

(i) Roof style and pitch shall be consistent with the style and pitch of other roofs within the development. . Roofs within a development shall have pitches within ±2:12 of each other and shall use the same roof form (e.g., gable, hip, flat) on at least 75% of buildings. Roofing materials shall be identical in type. ~~(i.e., complimentary to the overall style of the project)~~.

(ii) Additions to existing structures shall be designed to match the roofline, style, and colors of the original structure as follows:

- Roof pitch within ±2:12;
- Same roof form type;
- Roofing materials identical;
- Color within a 10% LRV range of the existing roof.

e. Roof-Mounted Equipment/Amenities

(i) All rooftop equipment shall either be:

a) Set back from the parapet or roof edge at a ratio of at least 1:1.15 (the height of equipment closest to the edge compared to its distance from the edge), and no less than 5 feet from edge regardless of height.

b) Screened with parapet walls or other architectural features such that the equipment is not visible from any point below the roof level. Screening more than 10 feet in height (that is flush with the building façade) shall be counted towards the maximum height.

(ii) All roof-mounted mechanical, electrical, and external communication equipment, such as satellite dishes and microwave towers, shall not be visible from a point 6 feet above grade at any property line. Screening materials shall be identical to primary building materials and shall fully enclose the equipment with a minimum opacity of 90%.~~be screened from public view (with materials similar to or compatible with the rest of the structure) or architecturally integrated into the building.~~

(iii) Roof-mounted equipment greater in height than the parapet wall shall be screened to a height equal to the height of the equipment such that it is not visible from any point at or below the roof level of the subject building.

(iv) Mechanical equipment that is less than two feet in height, solar panels, wind generators, or green roof features shall be exempt from these requirements.

(v) Trellises, pergolas, or other amenity uses of the rooftop are limited to 20% of the total rooftop area (and each individual element may not exceed 400 square feet), must be set back by at least 10 feet from the roof edge, and may exceed the maximum building height by no more than 15 feet.

20. Architectural Design Detail Guidelines

a. Doors and Windows

(i) Main building entrances should be oriented toward the sidewalk and include architectural features that give them prominence. Treatments such as a change in height or a distinctive corner material are recommended.

(ii) Façade openings and windows should be vertically proportioned, with a greater height than width.

(iii) Upper-floor windows should be enhanced with architectural details such as sills, molded surrounds, and lintels.

(iv) Window and balcony placement should be sensitive to the existing arrangement of windows and outdoor living spaces on adjoining properties.

b. Colors and Materials

(i) Projects should avoid the use of simulated materials.

(ii) Exterior materials used should be consistent with or compliment the use of exterior materials in the neighborhood.

(iii) The colors and materials used on the exterior of a building should adhere to an appropriately varied palette.

(iv) Changes in color or materials should be used to differentiate between different components of a building, utilizing both primary and secondary materials.

(v) Any accent materials should be used on all visible façades of the building, not only the front façade.

EXHIBIT B - Definitions

	Staff Recommendations
§18.08.010 – General	"A" Definitions **Apartment.** An apartment, sometimes called flat, is a self-contained residential unit within a larger building containing five or more units. Each unit includes private amenities such as a kitchen, bathroom, and sleeping area, and may be rented or owned.-Common facilities like laundry rooms, gyms, parking, and recreational areas are generally provided for residents.-Apartments are often accessed through shared hallways and structurally share such elements as walls, floors, roofs, and common areas like staircases and elevators.
	"M" Definitions **Multiple-Family Dwellings.** A structure or development, on a single lot, containing three or more dwelling units, each of which is for occupancy by one or more persons as a single housekeeping unit. ~~(includes:~~. They include: triplexes~~,~~ (~~structures under one ownership with~~ three dwelling units in the same structure), fourplexes (~~structures under one ownership with~~ four dwelling units in the same structure), and apartments (five or more units ~~under one ownership~~ in a single structure or complex~~);~~ and ~~common ownership,~~ attached unit projects ~~including~~ / condominiums with common driveways and amenities. Also includes factory-built, modular housing units and mobile homes/manufactured housing units when placed on permanent foundation systems. Does not include duplexes.
	"R" Definitions **Rowhouse.** A single-family attached dwelling which is attached to another dwelling, excluding accessory dwellings, and designed for or used exclusively for residential purposes of one family. Each dwelling is separately owned, located on a discrete parcel, and is attached to similar structures along a single parcel line in a linear arrangement and separated vertically by party walls. Each dwelling unit has a totally exposed front and rear wall used for direct ground-level access to the outdoors.
	"S" Definitions **Single-Family Dwellings.** A structure containing one dwelling unit located on a single parcel for occupancy by one housekeeping unit. Also includes factory-built, modular housing units, and mobile homes/manufactured housing when placed on permanent foundation systems. **Single-Family Dwellings, Attached.** A dwelling attached to another dwelling, excluding accessory dwellings. Each dwelling is separately owned, located on a discrete parcel, and is joined to another dwelling along a single parcel line. Each dwelling is totally separated from the other by an unpierced wall extending from ground to roof. They include two units (duets or semi-detached homes) or three or more attached dwelling units, with each unit on a discrete parcel... **Single-Family Dwellings, Detached.** A dwelling not attached to another dwelling, excluding an accessory dwelling unit. The dwelling is owned in fee and is located on an individual parcel.
	"T" Definitions **Townhouse.** A structure designed for or used exclusively for residential purposes of one family. The structure is attached to similar structures in a linear

	arrangement and separated vertically by party walls. Each dwelling unit has a totally exposed front and rear wall used for direct ground-level access to the outdoors. Each townhouse could be located on a separate parcel or be part of a multi-family development.

EXHIBIT C

Corrections to Exhibit K adopted by City Council on March 18, 2025
Add missing text to sub-section 18.96.030.E.4.c

§18.96.030.~~A~~E.4 – General Provisions	Except as otherwise provided in this chapter, an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) that meets all of the following specified development standards shall be approved by the City: 4. Multiple detached ADUs, not to exceed: a. Eight detached accessory dwelling units on a lot with an existing multi-family dwelling. However, the number of accessory dwelling units shall not exceed the number of existing units on the lot. b. Two detached accessory dwelling units on a lot with a proposed multi-family dwelling. c. The ADUs must not exceed the allowed height in Subsection 18.96.050.C and must have a minimum rear and side setbacks of four feet. If the existing multifamily dwelling has a rear or side setback of less than four feet, the existing multifamily dwelling will not be required to be modified to meet this setback.

EXHIBIT D

Corrections to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Two-Family Dwellings – Attached Only and Home Businesses.

Table 2-3 **Allowed Uses and Permit Requirements**	**Mixed Use Zones** Permit Requirements P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	**MUC**	**MUL**	**MUH**	**Specific Use Regulations**
Residential Uses				
Two-Family Dwellings - Attached Only				
Located on 1st floor	~~CUP~~ P	CUP	CUP	
Located above 1st floor	P	P	P	
Transitional Housing	—	—	—	
Home Businesses	HBP	HBP	HBP	Section 18.48.~~100~~ 110
Live-work Units	CUP	CUP	CUP	Not allowed on 1st floor

EXHIBIT E - Development Standards

	Staff Recommendations
§18.10.030 – Development Standards	

E. **Second Curb Cuts Prohibited.** Except for projects with parking areas originally designed with more than one curb cut for ingress and egress or as ~~set~~ provided for herein, second curb cuts are generally not allowed. Accordingly, ~~S~~single-family homes are restricted to one curb cut, except ~~for corner lots with~~ Accessory Dwelling Units (ADUs) on corner lots under certain conditions, including where a second driveway ~~may be allowed as long as it~~ is proposed at least 25-feet away from the point of intersection of the two property lines fronting the parcel and from any other driveway. Second driveways shall incorporate permeable pavers that minimize runoff.

EXHIBIT F - Development Standards

Table 2-2 Development Standards for Residential Zones					
Development Feature (minimum unless otherwise indicated)	**R-LD**	**R-MD**	**R-HD**	**R-UHD**	**Additional Requirements**
Setbacks[1 and 2]					
Rear 1st Story 2nd Story (see footnote 1 for structures above 18 feet)	 10 ft. 10 ft.	 20 ft. 30 ft.	20 ft.	20 ft.	R-LD zone: The 10-foot rear setback requires a minimum of ~~750~~ 700 sq. ft. of usable rear yard area; if not, development is not allowed.
Open Space - Minimum sq. ft. of open space required for each dwelling unit. All open space areas shall be landscaped in compliance with Chapter 18.28					
	700 sq. ft. in rear of property, usable and open, no permanent hardscape. Or 500 sq ft or 50% of the existing rear yard, whichever is less restrictive				

	with ADUs. [1]				

NOTES:

1. **Front and Side Setback Increase Over ~~18~~ 22 Feet in Height For Single-Family Dwellings.** Where a new structure or an addition to an existing single-family structure will exceed ~~18~~ 22 feet in height, the required setback from the ~~front and~~ side property lines of the site shall be increased by one foot for each two feet of structure height in excess of ~~18~~ 22 feet; the increased setbacks are to be imposed only with respect to that portion of the new structure or addition that exceeds ~~18~~ 22 feet in height. ~~Up to 50 percent of the proposed structure can utilize the single-story side setback for a structure; provided that the area where the addition will occur will not reduce air, light, and privacy to adjoining properties. The Commission, as part of the Design Review process, may allow more than 50 percent of the proposed structure to utilize the single-story setback if the proposal exhibits exceptional design.~~

2. **Setbacks for Narrow Parcels.** Side setbacks for existing, legally subdivided parcels which do not meet current minimum standards with respect to parcel width may be reduced to no less than 10 percent of the parcel width or three feet, whichever is greater. This provision applies only to portions of the structure under ~~18~~ 22 feet in height. Where a new structure or an addition to an existing structure will exceed ~~18~~ 22 feet in height, the required setback from each property line of the site shall be increased by one foot for each two feet of structure height in excess of ~~18~~ 22 feet, the increased setbacks to be imposed only with respect to that portion of the new structure or addition that exceeds ~~18~~ 22 feet in height.

EXHIBIT G – Service Stations

§18.48.180

	Staff Recommendations
§18.48.180 – Service Stations	

A. **Applicability.** The provisions in this section apply to all vehicle service stations where allowed.

B. **Standards.** A vehicle service station use shall comply with the regulations and restrictions applicable to the zone in which it is located and all of the following:

1. **Parcel size.** The minimum parcel size shall be 16,000 square feet.

2. **Minimum street frontage.** The minimum street frontage shall be 120 feet. If located on a corner, at least one street frontage shall measure at least 120 feet.

3. **Allowed uses.** Service Stations shall be allowed by Conditional Use Permit only in mixed-use zones along University Avenue between Donohoe Street and Bell Street and at the intersection of E. Bayshore Road and Pulgas Avenue. The primary use of a service station shall be the dispensing of motor fuels, lubricants, vehicle recharging, and the exchange of motor vehicle parts in kind. Limited / Incidental vehicle/equipment repair shall be limited to the hours of 7:00 a.m. to 7:00 p.m., daily. Such repair / service include air conditioning service, carburetor and fuel injection service, electrical service, radiator service, tune-up, lube, oil change, and smog check, as well as tires, batteries and accessories installation.

[1] Previously adopted by City Council (ZTA23-001) on February 6, 2024

EXHIBIT H – Land Use Regulations and Allowable Uses

§18.12.020

Table 2-3 Allowed Uses and Permit Requirements	**Mixed Use Zones** Permit Requirements P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	**MUC**	**MUL**	**MUH**	**Specific Use Regulations**
Recreation, Education, and Public Assembly Uses				
Schools, Public and Private	CUP	CUP	CUP	
Vehicle Rental, Sale and Service Uses				
Vehicle/Equipment Rentals				
Vehicle Washing	—	—	—	
Refueling/Service Stations (only on University Avenue between Donohoe Street and Bell Street and the intersection of E. Bayshore Road and Pulgas Avenue)	CUP	CUP	CUP	Section 18.48.180.B.3 • No incidental repair/service

EXHIBIT I – 15-foot Front and 5-foot Side Setbacks in Residential Zones

§18.10.030

Table 2-2 Development Standards for Residential Zones					
Development Feature (minimum unless otherwise indicated)	**R-LD**	**R-MD**	**R-HD**	**R-UHD**	**Additional Requirements**
Setbacks[1 and 2]					
Front Living Area Garage Face	10 ft. 23 ft.	~~20~~ 15 ft.	15 ft.	~~20~~ 15 ft.	
Corner Vision Triangle	12 ft.	12 ft.	12 ft.	12 ft.	
Side/Street Side	5 ft.	~~10~~ 5 ft.	~~10~~ 5 ft./15 ft.	~~10~~ 5 ft./15 ft.	

EXHIBIT J – Criteria for Tree Removal

	Staff Recommendations
§18.28.070 – Criteria for Tree Removal	

A Protected Tree may be removed under the following circumstances:

E. Removal is requested by a utility, public transportation agency, or other governmental agency due to a health or safety risk resulting from the tree's interference with existing or planned public infrastructure and preservation of the tree would add unreasonable cost to the project. Based on such a request, a Tree Removal Permit may be processed without requiring the submittal of an Arborist Report.

EXHIBIT K – Enforcement

	Staff Recommendations
§18.28.110 – Enforcement	

A. **Violations.** Violation of a provision contained in this chapter is unlawful and a public nuisance. The Director may serve notice upon any person violating any provision of this chapter. Violators shall be subject to the provisions set forth in Chapter ~~1.118~~ 18.118 - Enforcement.

EXHIBIT L - Definitions
§18.08.010

	Staff Recommendations
§18.08.010 – General	"H" Definitions An accessory use of a ~~dwelling~~ residential parcel, conducted entirely within the ~~dwelling~~ parcel, and carried on by one or more persons, all of whom reside ~~in~~ on the ~~dwelling~~ parcel, and where no persons are employed other than domestic help and where the use is clearly incidental and secondary to the use of the ~~dwelling~~ parcel for residential purposes and does not change the character or adversely affect the uses allowed in the residential zone of which it is a part.

EXHIBIT M – Home Businesses (Home Occupation Permit)
§18.48.110

	Staff Recommendations
§18.48.110 – Home Businesses (Home Occupation Permit)	

C. **Standards.** Home businesses are subject to the requirements of the base residential or mixed use zone where located, any conditions imposed on the Home Occupation Permit and all of the following standards:

1. A home business shall be conducted as an accessory use of a dwelling unit, conducted entirely within the dwelling unit or an accessory structure, and carried on by one or more persons, all of whom reside in the dwelling unit, and where no persons are employed other than domestic help;

2. A home business shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the character of the dwelling or accessory structure or adversely affect the uses allowed in the residential or mixed use zone;

3. The home business shall be operated in a manner so as to not cause a nuisance (e.g., noise, vibrations, dust, odors, glare, debris, smoke, television or radio interference, heat, radiation, or other nuisances) detectable outside the dwelling or accessory structure or through common walls of an attached dwelling;

4. The appearance of the dwelling or any accessory structure shall not be altered so that the dwelling may be recognized as serving a nonresidential use (either by color, construction, dust, materials, odors, lighting, noise, signs, sounds, vibrations, etc. or that disturbs the peace). The existence of a home business shall not be apparent beyond the boundaries of the subject site;

5. There shall be no signs allowed other than the address for the main dwelling. No exterior signage shall identify the business. There shall be no other advertising using the home address, with the exception of advertising in the telephone directory or via the Internet. All advertising shall clearly state "by appointment only" if the residential address is used;

6. No more than 25 percent of the gross floor area of one floor of the residence or one room, whichever is less, shall be used for the purpose of home business. Use of space in a garage shall be preceded by approval of a planning permit allowing the garage conversion; ~~or accessory structure is prohibited;~~

7. The use shall not involve the storage of hazardous, flammable, or combustible liquids or materials, other than those customarily found in or of greater intensity and/or duration of those customarily associated with a residence;

8. Customers of the home business are allowed at the residence only between the hours of 9:00 a.m. and 8:00 p.m.;

9. ~~The entrance to the space devoted to the home business shall be from within the primary dwelling unit and there shall be no internal or external alterations to the existing dwelling that would provide an entrance other than the same of the entire dwelling unit;~~

10. The home business shall be restricted to the interior of the dwelling unit or accessory structure and shall not take place on external areas of the subject property; ~~, the dwelling's garage, or in any accessory structure;~~

11. No more than 50 cubic feet of storage shall be devoted to the storage of inventory or products in any part of the dwelling or accessory structure. ~~There shall be no storage of equipment or supplies within an accessory structure.~~ Outdoor storage of any items related to the home business is prohibited;

12. No persons other than residents of the dwelling or domestic help shall work or report to work on the premises;

F. **Findings for a Home Occupation Permit.**

~~3. No business license shall be issued for a home business and no use shall be established as a home business for five business days after a Home Occupation Permit has been approved or while an appeal is pending.~~

G. **Permit Limitations.**

3. A new Home Occupation Permit and business license, whether for the same or a different home occupation conducted by a new resident, shall be obtained before ~~conducting an allowed~~ operating a permitted home business. Therefore, a Home Occupation Permit "does not run with the land."

4. A change in the type of home business activity conducted by the resident requires a new Home Occupation Permit and business license.

EXHIBIT N - Temporary Use Permits
Chapter 18.94

	Staff Recommendations
§18.94.050 – Allowed Temporary Uses	The following temporary uses are allowed on private property, subject to the issuance of a Temporary Use Permit, and only when conducted in compliance with the specified time limits and conditions of approval. To issue a ~~No~~ Minor Temporary Use Permit ~~shall be issued~~ if another temporary use has occurred on the subject property within the previous 30 days (whether by the same applicant or otherwise) notice should be given to surrounding property owners followed by a hearing: B. Allowed Temporary Uses. 1. Amusement rides, arts and crafts exhibits, auctions, carnivals, circuses, concerts, fairs, farmer's markets, festivals, flea markets, food markets/events, outdoor entertainment/sporting events, petting zoos, rodeos, rummage sales (not garage or yard sales), and swap meets limited to ~~six~~ 14 consecutive days or less within any 30-day period, or ~~six~~ seven two-day weekends, within a 12-month period. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended. 2. Outdoor display and sale events conducted by a retail business, including auto dealerships, holding a valid business license, issued in compliance with Municipal Code Chapter 5.04 may be allowed a maximum of six outdoor sale events (excluding City-sponsored activities) in a year. An outdoor sale event shall be no longer than seven consecutive days in duration. When an annual plan is submitted to and approved by the Director, the frequency and duration of these special events may be extended. 5. Major Temporary uses on the same lot shall be separated by at least 30 days. Additional time shall be added in between Major Temporary Use Permits at the discretion of the Director.
§18.94.060 – Application Filing and Processing	B. Types of Temporary Use Permits. 1. **Minor Temporary Use Permit.** Permit for use lasting ~~from one to six~~ no more that 30 days. The days may be consecutive. ~~2. **Administrative Temporary Use Permit.** Permit for use lasting from seven to 30 days. The days maybe consecutive.~~ 3. **Major Temporary Use Permit.** Permit for use lasting from 31 to 365 days. The days maybe consecutive.
§18.94.070 – Director Review	A. **Director Action.** The Director may take action on a Temporary Use Permit for a temporary use operated in compliance with conditions of approval as follows:

	1. A Minor Temporary Use Permit may be approved administratively without notice or hearing. ~~2. An Administrative Temporary Use Permit may be approved administratively by the Director, with notice provided to abutting property owners.~~ 3. A Major Temporary Use Permit may be approved after notice and hearing to adjacent property owners by the Director. The Director may defer action and refer the application to the Commission for review and final decision.
§18.94.110 – Post Decision Procedures	The procedures and requirements related to permit implementation and to appeals (Major Temporary Use Permits only) and revocation apply following the decision on a Temporary Use Permit application.

EXHIBIT O – Definitions
Chapter 18.08

	Staff Recommendations
§18.08.010 – General	"A" Definitions **Alcohol Sales.** **Alcohol Sales (off-site-sale).** Any establishment, such as a liquor store or convenience market, that sells, serves, or gives away alcoholic beverages in unopened containers for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store). The establishment shall include any immediately adjacent area owned, leased, rented, or controlled by the licensee. Does not include an establishment selling alcoholic beverages as an accessory line of merchandise. **Alcohol Sales (off-site-sale), Accessory.** Any establishment that sells, serves, or gives away alcoholic beverages for consumption off the premises and that is applying for or has obtained an ABC License Type 20 (off-sale beer and wine-package store) or License Type 21 (off-sale general-package store), where the sale of alcoholic beverages is accessory to the retail sale of goods and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores, grocery stores, and supermarkets, but do not include convenience markets. **Alcohol Sales (on-site-sale).** An establishment, such as a bar, tavern, or other drinking establishment, that has all of the following

	characteristics: 1. Alcoholic beverages will be or are sold, served, or given away for consumption on the premises where sold, served, or given away; and 2. The establishment is applying for or has obtained an appropriate ABC License such as ABC License Type 48.~~;~~ ~~and~~ ~~3. The sale of alcoholic beverages is accessory to the retail sale of food products and the display area for alcoholic beverages does not exceed 30 percent of the net floor area of the use. Illustrative examples include drug stores, grocery stores, and supermarkets, but do not include convenience markets.~~ **Alcohol Sales (on-site-sale), Incidental.** An establishment which sells, serves, or gives away alcoholic beverages, as an incidental or ancillary activity, for consumption with a meal at a bona fide public eating establishment where the operator is applying for or has obtained an ABC License Type 47.
	"E" Definitions **Bar, Lounge, and Nightclub / Drinking Establishment.** An establishment selling or serving alcoholic beverages for consumption on the premises and holding or applying for a public premises license from the California State Department of Alcoholic Beverage Control (ABC). Persons under 21 years of age are not allowed to enter and remain on the premises. The establishment includes any immediately adjacent area that is owned, leased, rented, or controlled by the licensee. **Eating Establishment.** A bona fide public eating place is a location that is regularly used for the serving of meals to guests for compensation and has suitable kitchen facilities. It must maintain a sanitary condition and comply with local health regulations. The establishment must provide an assortment of foods commonly ordered at various hours of the day, and guests must order and obtain a meal at the establishment during regular meal hours.

EXHIBIT P - Alcohol Sales

Chapter 18.48

	Staff Recommendations
§18.48.040.A, 18.48.040.D.1, and 18.48.040.E.1.d	A. **Applicability.** The provisions in this section apply to all alcohol sales uses whether for on-site (bars, nightclubs, and establishments where consumption of alcoholic beverages is the primary use, but excluding incidental sale of beer and wine at bona

	fide public eating establishments) or off-site consumption where allowed in compliance with all of the following standards. D. **Conditions of approval.** The Review Authority may impose conditions upon the issuance of the permit it deems appropriate, necessary, and reasonable, under the circumstances, including, but not limited to, the following: 1. Approve the ~~initial~~ permit ~~for a period not to exceed three years,~~ with annual reviews required for the first two years; 2. Limitation upon the hours of the day during which alcoholic beverages can be sold; 3. Requirement for special trash collection service; and/or 4. Requirement for special security arrangements; provided however, the cost shall not impose an unreasonable economic hardship upon the proprietor of the establishment. E. **Determinations of Public Convenience or Necessity (PCN).** Determinations within the jurisdiction of the Council in compliance with Section 23958.4 of the Business and Professions Code as to whether the public convenience or necessity (PCN) would be served by the issuance of an ABC license are delegated to the Commission. 1. **Application and hearing.** The Commission shall conduct a public hearing upon an application for a determination of public convenience or necessity. The Commission shall consider all of the following: d. To what extent is the sale of alcohol ~~is~~ essential to the primary purpose of the business? What percentage of the business's sales is anticipated to be alcohol sales;

EXHIBIT Q – Corrections and clarifications to Table 2-3 of Section 18.12.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service Chapter 18.08

Table 2-3 Allowed Uses and Permit Requirements	**Mixed Use Zones** Permit Requirements P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	**MUC**	**MUL**	**MUH**	**Specific Use Regulations**
Retail Trade Uses				
Alcohol Sales (off-site-sale)	CUP	CUP	CUP	Section 18.48.~~030~~ 040
Alcohol Sales (off-site-sale), Accessory	CUP	CUP	CUP	Section 18.48.~~030~~ 040

Alcohol Sales (on-site-sale) – Bars, Taverns, etc.	CUP	CUP	CUP	Section 18.48.~~030~~ 040
Retail Sales	P	P	P	
Retail Sales (Used Merchandise)	P	P	P	Section 18.48.170
Retail Sales (Used Merchandise) - Restricted	AUP	AUP	AUP	Municipal Code Chapter 5.40
Service Uses - General				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	Incidental sale of alcohol with meals in eating establishments allowed

EXHIBIT R – Corrections and clarifications to Table 2-5 of Section 18.14.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service
Chapter 18.08

Table 2-5 Allowed Uses and Permit Requirements	**Commercial Zones** Permit Requirements P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	**C-G**	**C-N**	**C-0**	**Specific Use Regulations**
Retail Trade Uses				
Alcohol Sales (off-site sale)	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (off-site sale), Accessory Uses	CUP	CUP	CUP	Section 18.48.030
Alcohol Sales (on-site sale) -Bars, Taverns, etc.	CUP	CUP	CUP	Section 18.48.030
Prescription Pharmacies, Medical Supplies	P	P	P	
Service Uses - General				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	P	P	P	Incidental sale of alcohol with meals in eating establishments allowed

EXHIBIT S – Corrections and clarifications to Table 2-7 of Section 18.16.020 – Land Use Regulations and Allowable Uses regarding Alcohol Sales and Food Service.
Chapter 18.08

Table 2-7 Allowed Uses and Permit Requirements	Special Purpose Zones Permit Requirements P Permitted By-Right CUP Conditional Use Permit (Chapter 18.88) AUP Administrative Use Permit (Chapter 18.88) TUP Temporary Use Term Permit (Chapter 18.94) — Prohibited			
Land Use See Article 1 for land use definitions. See Chapter 18.04 for unlisted uses.	**PI**	**PR**	**RM**	**Specific Use Regulations**
Service Uses - General				
Eating and Drinking Establishments				
Food Service (no alcohol sales [bars, lounges, or nightclubs], drive-through, fast-food, or late hours)	AUP	AUP	—	Incidental sale of alcohol with meals in eating establishments allowed

ATTACHMENT 2
Comments from Sandhill Properties - April 21, 2026

General Site Design Guidelines

b. Multi-family buildings should generally be located and oriented as close to the front setback as possible; stoops, forecourts, public spaces, or plazas may encroach into the front setback and are excepted.

c. Mixed-use buildings (or any building with an active frontage) should be located as close as possible to the front setback line or immediately behind a public or semi-private space, such as outdoor seating for a restaurant. Excessively large front setbacks are strongly discouraged.

d. Mixed-use developments should not exceed a maximum block perimeter of 1,400 feet. Blocks may be broken up by private or public streets, publicly accessible service streets/fire access streets, or greenways/paseos.

e. Mixed-use buildings should be oriented toward the street, so that they frame the pedestrian environment.

f. Multi-family and mixed-use buildings should be arranged to create well-defined areas for plazas, green spaces, and pathways.

g. Where feasible, the main entrance of a corner building should be located at the corner (preferably within 25 feet of the corner). When plazas/open spaces are located at a corner, the building should have direct pedestrian access off the plaza.

Sandhill Properties: We have considered buildings that are larger than this maximum block perimeter. We expect to utilize the strategies listed for breaking up these blocks, but the perimeter could remain over 1,400 feet in practice. Please clarify that "should not exceed" will allow for blocks to remain larger than 1,400 feet with these urban design strategies applied.

Staff Response:
A building block with a 1,400-foot perimeter is exceptionally large. For reference, a typical Home Depot store has a perimeter of approximately 1,300 feet, while the two connected Amazon buildings in East Palo Alto, with the pedestrian bridge, have a perimeter of about 1,750 feet across two blocks bounded by University, through Capitol, and Cooley. By comparison, the largest building at Light Tree Apartments is approximately 550 feet and the largest at Colibri Commons is nearly 600 feet.

The intent of this standard is to prevent the development of large, monolithic, and unarticulated above-ground structures. This requirement does not apply to underground or podium parking.

Parking Standards

d. Above grade structured parking structures facing a public street or publicly accessible open space shall have only the driveway(s) and the garage entry lobby visible, with the remaining façade length lined or wrapped with commercial or habitable uses with a minimum depth of 25 feet.

e. On upper levels, structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation.

Sandhill Properties: Please clarify whether d. applies to ground floor only, as e. clarifies that upper levels could be treated differently. The Facade Design and Activation section appears to clarify that ground floor only must be wrapped. Reduce the minimum depth to less than 25 feet – preferably 18-20 feet. Requiring wrapping on upper floors is extremely expensive and may render housing infeasible.

Staff Response:

- We agree that the Façade Design and Activation standards for above-ground parking structures, specifically regarding commercial or habitable uses, apply only to the ground floor. The proposed standard has been revised accordingly.
- For mixed-use buildings, optimal commercial space depth typically ranges from 25 to 60 feet. Depths below 25 feet are generally less functional, less leasable, and rarely accommodate necessary back-of-house operations. Therefore, we recommend maintaining the 25-foot minimum depth for City Council consideration.

c. Parking structures shall be wrapped with ground-floor uses along all street frontages. In lieu of ground-floor uses, murals/art and landscaping are allowed on frontages facing service streets, alleys, rear lot lines, or private open spaces.

Massing and Articulation Standards

Sandhill Properties: Though we agree with the intent, these standards are overly prescriptive in attempting to break up massing.

a. Buildings shall not exceed 300 feet in length in mixed-use zones (MUL, MUC, MUH). Buildings shall not exceed 200 feet in length in R-zones (R-LD, R-MD, R-HD, R-UHD).

b. Residential and mixed-use buildings greater than four stories in height shall reduce the massing of upper floors by a minimum of 20% of floor area for floors above the fourth (compared to the floor area of the ground floor).

Sandhill Properties: We suggest increasing building length to over 200 feet in R zones. The massing reduction for floors 5 and above by 20% is an outsized requirement. Reduce the percentage to 10% or strike altogether.

Staff Response:

- The maximum building length in R-zones has been increased to 350 feet. This adjustment is based on field evaluations of both completed and proposed developments in East Palo Alto and other cities. For example, the Woodland redevelopment projects include well-articulated buildings approximately 300 feet in length. Most high-density residential projects reviewed, including Light Tree Apartments, Colibri Commons, and Peninsula Park Apartments in East Palo Alto, range from 150 to 250 feet. Additional examples in downtown San Jose, such as the 19-story Grad Apartments, Paseo Villas, San Fernando Apartments, and 64 Notre Dame, range from approximately 250 to 260 feet.
- The maximum length of buildings in the mixed-use zones has been increased to 400 feet.

- We agree that a 20% massing reduction for the fifth floor and above may be overly restrictive, particularly when combined with other façade articulation requirements. Accordingly, this requirement has been reduced to 10%.

Compatibility and Transition Standards

b. Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units within the development. When a new structure or addition is located within 10 feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property. (Figure 13)

Sandhill Properties: Given the constraints of providing infill housing, this provision may have the effect of reducing the number of units that can be provided. Suggest striking or adjusting "shall" to "should."

Staff Response:
Privacy within residential units is critical, particularly in dense urban environments. Because the proposed code amendments include a provision to allow a five-foot side setback for all residential properties, this standard is being modified from 10 to five feet to trigger a requirement for a 3-foot horizontal offset between upper-story windows. The offset standard is a thoughtful and responsible measure to protect resident privacy and should be maintained.

(iii) Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. (Figure 14)

Sandhill Properties: This places an undue burden on the provision of private open space and may have the effect of eliminating balconies where they would be preferred. Eliminate this requirement, significantly reduce (<10 feet), or adjust "shall" to "should."

Staff Response:
The required rear setback for medium- to high-density residential zones is 20 feet. This standard ensures that setback areas are not encroached upon by projecting balconies, which could compromise the privacy of adjacent residences. Inset balconies are permitted, provided they maintain a minimum 5-foot side setback. However, projecting balconies on front and rear façades must maintain a 20-foot setback from the side property line, as illustrated in Figures 4 and 14.

Facade Design and Activation - Residential Ground Floor Standards

a. To provide adequate privacy for ground floor residential units in mixed-use zones, the closer the building is located to the back of sidewalk, the more elevated the ground-floor units shall be as follows:

(i) A building with a setback of 10 feet or less shall elevate units by at least 4.5 feet from the sidewalk level. (Figure 16)

(ii) A building with a setback of 10 – 15 feet shall elevate units by at least 3 feet from the sidewalk level. (Figure 17)

(iii) A building with a setback greater than 15 feet does not need to elevate units. (Figure 18)

Sandhill Properties: There are alternative strategies for screening ground floor units beyond

elevation from sidewalk level. This requirement will have the effect of discouraging the provision of ground floor units. Suggest striking or adjust “shall” to “should.”

Staff Response:
An alternative compliance option has been added to subsections (i) and (ii), as follows: “Alternatively, units shall include a canopied porch that is recessed or projected a minimum of two feet.”

ATTACHMENT 3

Objective Development Standards
Revisions for 5/5/2026 City Council

#	Standard	Original Standard	Revised Standard
Single-Family, Duplex, Triplex, Fourplex, and Townhouses			
1	**§ C.1.b** (General Site Design Standard)	Front entries shall include stoops and/or porches and be clearly identifiable through accentuated architectural details such as awnings, projections, or recesses. Primary unit entrances for single-family and townhouse buildings shall be visible from the street.	"Front entries shall include stoops and/or porches and be ~~clearly~~ identifiable through ~~accentuated~~ architectural details such as awnings, projections, or recesses. Primary unit entrances for single-family and townhouse buildings shall be visible from the street"
2	**§ C.4.b** (Massing Standard)	If the addition includes a large wall plane (longer than 20 feet), the plane shall be articulated with bay window extensions, trellis features, recessed doors or windows, or other architectural elements	" If the addition includes a large wall plane (longer than 20 feet), the plane shall ~~be articulated~~ incorporate ~~with~~ at least two of the following architectural articulation elements with bay window extensions, trellis features, recessed doors or windows ., ~~or other architectural elements~~ as follows: • A projection or recess with a minimum depth of 12 inches and a minimum width of 4 feet (e.g., bay window, wall offset) • A trellis or similar vertical feature covering at least 15% of the wall plane area. • Door or window openings recessed a minimum of 4 inches from the wall surface Additional architectural detailing (e.g., material changes, trim, or reveals) that creates a minimum of one horizontal or vertical break per 20 feet of wall length
3	**§ C.4.c** (Massing Standard)	All facades visible from a public right-of-way shall be consistent across the structure within the typical elements of the architectural style chosen	" All facades visible from a public right-of-way shall ~~be~~ maintain a consistent design across the structure, incorporating ~~within~~ the typical elements of the selected architectural style~~chosen~~"
4	**§ C.6.e** (Privacy Standard)	A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-	A landscaped planter strip at least five feet in width shall be provided along the abutting interior property lines between a new structure or addition and any adjoining single-family residential units

		family residential units or single-family residential zoning district boundaries (except within the required front setback). Landscaping (trees, shrubs, or hedges) shall be planted within this strip, depending on the tree/plant species and canopy at maturity, to provide screening for adjacent single-family residential uses. All landscaping shall be installed in accordance with the Chapter 18.28 (Trees on Private Property), Chapter 18.10 (Residential Zones), Chapter 18.12 (Mixed Use Zones), Chapter 18.26 (Fences, Hedges and Walls), and Chapter 18.28 (Trees on Private Property) of the EPAMC, as applicable	or single-family residential zoning district boundaries (except within the required front setback). The planter strip shall contain living plant material consisting of ~~Landscaping (~~trees, shrubs, or hedges arranged to achieve a continuous visual screen. At the time of planting, materials shall be selected and spaced so that, with five years of installation, they form a screen at least six feet in height and at least 75 percent coverage when viewed horizontally from the ~~) shall be planted within this strip, depending on the tree/plant species and canopy at maturity, Landscaping planted "to provide screening for~~ adjacent single-family residential uses. All landscaping shall be installed prior to final inspection or occupancy and maintained in a healthy, living condition. Installation and maintenance shall be in accordance with the Chapter 18.28 (Trees on Private Property), Chapter 18.10 (Residential Zones), Chapter 18.12 (Mixed Use Zones), Chapter 18.26 (Fences, Hedges and Walls), and Chapter 18.28 (Trees on Private Property) of the EPAMC~~., as applicable~~"
5	**§ C.7.a(i)** (Architectural Design Detail Standard)	Materials and finishes of any additions shall match the style of the existing residential structure and shall be consistently applied to all facades	" All additions shall utilize ~~Materials~~ materials and finishes that are consistent in type, color, texture, and architectural style with those of ~~any additions shall match~~ the style of the existing residential structure. Such materials and finishes shall be applied uniformly across all exterior facades of the addition.
6	**§ C.7.b(i)** (Architectural Design Detail Standard)	Rooflines and roofing materials shall be compatible with the architectural style of the existing residential structure	Rooflines and roofing materials shall match ~~be compatible with~~ the architectural style of the existing residential structure in design, form, and appearance.
7	**§ C.7.b(ii)** (Architectural Design Detail Standard)	Use of varying, uncoordinated rooflines and roofing materials shall be avoided	"Use ~~of varying, uncoordinated~~ consistent, coordinated roofline~~s~~ forms and roofing materials across the design. ~~shall be avoided~~ Multiple rooflines and materials are permitted only when they are intentionally integrated into a cohesive architectural composition that demonstrates clear alignment,

			proportional relationships, and a unified material palette.
Multi-Family and Mixed-Use			
8	**§ D.5.b** (Loading Standard)	Loading docks, and equipment areas shall be screened from adjacent properties and publicly accessible streets and paths with fencing or walls, and landscaping. Designated loading docks, bays, and spaces shall be located in the rear or interior side yard areas.	"Loading docks, and equipment areas shall be screened from adjacent properties and publicly accessible streets and paths with fencing or walls, and landscaping and not be visible from a point six feet above ground. The enclosure shall achieve at least 90% opacity when viewed perpendicular to the enclosure. Landscaping, where used, shall consist of evergreen plant materials capable of achieving a minimum height of 6 feet and 80% year-round opacity within 3 years of installation. Designated loading docks, bays, and spaces shall be located in the rear or interior side yard areas. Chain link fencing with or without slats is not allowed."
9	**§ D.5.d exception** (Loading Standard)	Exception: If loading to the rear or side is not feasible on a corner lot, loading may be located on a non-primary street ("side street") frontage if the loading dock is set back at least 50 feet from the back of curb or the property line (whichever is greater); is screened with materials that have a similar color, texture, roof style, and architectural detailing as the overall site and building design; and is screened by an opaque material/screen with a minimum height of 6 feet and maximum height of 9 feet. This requirement does not apply to private streets	Exception: If loading to the rear or side is not feasible on a corner lot, loading may be located on a non-primary street ("side street") frontage if the loading dock is set back at least 50 feet from the back of curb or the property line (whichever is greater); is screened with materials shall match the primary building as follows: • Exterior wall materials shall be identical in type; • ~~that have a similar c~~Color, and texture, ~~roof style~~shall be identical as used in the overall site and building design; • ~~and architectural~~ Architectural detailing (trim, cornices) shall use the same profiles and dimensions as those used ~~as the overall site and~~ on the primary building~~design~~ • The screening material shall be ~~and is screened by an~~ opaque ~~material /screen~~ with a minimum height of 6 feet and maximum height of 9 feet. This requirement does not apply to private streets "
10	**§ D.6.e** (Parking Design Standard)	On upper levels, structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation	"structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation by

			incorporating the following features on each street facing façade: • Transparent or translucent windows covering a minimum of 30% of the façade; • Horizontal or vertical articulation consistent with section D.10.c of Massing and Articulation Standards."
11	**§ D.12.a** (Compatibility and Transition Standard)	Additions to existing multifamily residential structures shall be designed and constructed to match the architectural style and building form of the structure(s) to which they are added	"Additions to existing multifamily residential structures shall be designed and constructed to match the architectural style and building form of the structure(s) to which they are added by using identical exterior materials, window proportions within +/-10% in height-to-width ratios, fenestration and roof form of the existing building "
12	**§ D.12.b** (Compatibility and Transition Standard)	Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units	"Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units by utilizing the following standards:"
13	**§ D.12.e** (Compatibility and Transition Standard)	Vegetation shall be used to screen views of a new residence or residential addition	"Vegetation ~~shall be~~ used to screen views of a new residence or residential addition shall: • Achieve a minimum height of 6 feet within 3 years of planting; • Provide at least 80% opacity year-round when viewed from adjacent properties; • Be planted at intervals not exceeding 5 feet on center for shrubs or 15 feet on center for trees."
14	**§ D.12.h** (Compatibility and Transition Standard)	Building façades greater than 200 feet in length shall have at least two distinct façade compositions with at least two unique features of rhythm and pattern; material and color; modulation of building form; or façade articulation. Each of the compositions shall account for a minimum 20% of the total façade	"Building façades greater than 200 feet in length shall have at least two distinct façade compositions with at least two unique features of rhythm and pattern; material and color; modulation of building form; or façade articulation. Each of the compositions shall account for a minimum 20% of the total façade and shall differ from the other in at least two of the following measurable ways: • Material type; • Color (minimum 15% difference in Light Reflectance Value (LRV)); • Plane offset of at least 12 inches; • Window pattern or spacing differing by at least 20%.

15	**§ D.14.a** (Façade Design – Ground Floor Standard)	All ground-floor building frontages facing public streets, public open spaces, and common open spaces shall include entrances and/or windows to lobby, living, working, neighborhood commercial, or similar spaces. Frontages facing service streets, alleys, rear lot lines, or private open space are not expected to have active uses	" All ground-floor building frontages facing public streets, public open spaces, and common open spaces shall include operable entrances and/or transparent windows serving interior spaces for ~~to~~ lobby use, living, working, neighborhood commercial, ~~or~~ office ~~similar~~ or other commercial spaces. Frontages facing service streets, alleys, rear lot lines, or private open space are not expected to have active uses "
16	**§ D.17.a** (Upper Floor Façade Design Standard)	Balconies, where provided, shall utilize railing or similar materials compatible with the overall architectural style of the development	"Balconies, where provided, shall utilize railing constructed of metal, glass, wood, or composite ~~similar~~ materials ~~compatible~~ and shall match one of the primary exterior materials used on the building façade. Finishes shall match or fall within a 10% LRV range of the primary façade color scheme. ~~with the overall architectural style of the development~~"
17	**§ D.17.b** (Upper Floor Façade Design Standard)	At least two treatments (architectural features, landscaping, or art elements that tie into the overall design theme) shall be applied to all facades exposed to public view	"~~At least two treatments (architectural features, landscaping, or art elements that tie into the overall design theme) shall be applied to all~~ Each facade exposed to public view shall include two of the following architectural features, landscaping, or art elements: • Balconies with a minimum projection of 3 feet; • Planter boxes with a minimum depth of 12 inches; • Public art permanently affixed and covering at least 20 square feet; • Façade material changes covering at least 20% of the façade area.
18	**§ D.17.d** (Upper Floor Façade Design Standard)	Roof flashing, rain gutters, down spouts, vents, and other roof protrusions shall be screened from view or finished to match adjacent materials and/or colors of the structure	"Roof flashing, rain gutters, down spouts, vents, and other roof protrusions shall be screened from view or finished with materials and colors identical to the ~~match~~ adjacent ~~materials and/or colors~~ facade"
19	**§ D.17.e** (Upper Floor Façade Design Standard)	All facades of a building facing a street or public space shall be treated with variations in massing and articulation	"All facades of a building facing a street or public space shall ~~be treated with~~ shall incorporate. variations in massing and articulation such as horizontal and vertical offsets of at least 12 inches in depth."
20	**§ D.19.c(ii)** (Architectural Design Detail	Materials and finishes shall be consistently applied to all facades; the same general materials shall be	" A maximum of three primary exterior ~~Materials~~ materials and finishes shall be used on any façade. Each material shall cover at least 20% of the façade

	Standard – Materials)	used on all structures/facades within a given development project	area, excluding windows and doors. The same materials shall be consistently applied to all facades with no façade excluding a ; ~~the same general~~ materials ~~shall be~~ used on ~~all structures/facades within a given development project~~ another façade by more than 30% of its coverage "
21	**§ D.19.d(i)** (Architectural Design Detail Standard – Roofs)	Roof style and pitch shall be consistent with the style and pitch of other roofs within the development (i.e., complimentary to the overall style of the project).	"Roof style and pitch shall be consistent with the style and pitch of other roofs within the development. Roofs within a development shall have pitches within ±2:12 of each other and shall use the same roof form (e.g., gable, hip, flat) on at least 75% of buildings. Roofing materials shall be identical in type ~~(i.e., complimentary to the overall style of the project)~~"
22	**§ D.19.d(ii)** (Architectural Design Detail Standard – Roofs)	Additions to existing structures shall be designed to match the roofline, style, and colors of the original structure	"Additions to existing structures shall be designed to match the roofline, style, and colors of the original structure as follows: • Roof pitch within ±2:12; • Same roof form type; • Roofing materials identical; • Color within a 10% LRV range of the existing roof.
23	**§ D.19.e(ii)** (Roof-Mounted Equipment)	All roof-mounted mechanical, electrical, and external communication equipment, such as satellite dishes and microwave towers, shall be screened from public view (with materials similar to or compatible with the rest of the structure) or architecturally integrated into the building	All roof-mounted mechanical, electrical, and external communication equipment, such as satellite dishes and microwave towers, shall not be visible from a point 6 feet above grade at any property line. Screening materials shall be identical to primary building materials and shall fully enclose the equipment with a minimum opacity of 90%. ~~be screened from public view (with materials similar to or compatible with the rest of the structure) or architecturally integrated into the building~~
Responses to Input from Sandhill Properties			
	§ D.2.d (General Site Design Guidelines)	Mixed-use developments should not exceed a maximum block perimeter of 1,400 feet. Blocks may be broken up by private or public streets, publicly accessible service streets/fire access streets, or greenways/paseos.	**No change.** Statement is a Guideline and not a Standard
	§ D.6.d (Parking Design Standards)	Above grade structured parking structures facing a public street or publicly accessible open space shall have only the driveway(s) and	Above grade structured parking structures facing a public street or publicly accessible open space shall have only the driveway(s) and the

		the garage entry lobby visible, with the remaining façade length lined or wrapped with commercial or habitable uses with a minimum depth of 25 feet.	garage entry lobby visible, with the remaining façade length of the first story (ground floor) lined or wrapped with commercial or habitable uses with a minimum depth of 25 feet.
	§ D.6.e (Parking Design Standards)	On upper levels, structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation	On upper levels, structured parking that comes to the façade edge shall be designed to resemble a non-parking use or be designed with artistic/architectural features and articulation by incorporating the following features on each street facing façade: i. Transparent or translucent windows covering a minimum of 30% of the façade; ii. Horizontal or vertical articulation with a minimum depth variation of 12 inches at intervals not exceeding 30 feet;
	§ D.10.a (Massing and Articulation)	Buildings shall not exceed 300 feet in length in mixed-use zones (MUL, MUC, MUH). Buildings shall not exceed 200 feet in length in R-zones (R-LD, R-MD, R-HD, R-UHD).	Buildings shall not exceed ~~300~~ 400 feet in length in mixed-use zones (MUL, MUC, MUH). Buildings shall not exceed ~~200~~ 350 feet in length in R-zones (R-LD, R-MD, R-HD, R-UHD).
	§ D.10.b (Massing and Articulation)	Residential and mixed-use buildings greater than four stories in height shall reduce the massing of upper floors by a minimum of 20 % of floor area for floors above the fourth (compared to the floor area of the ground floor).	Residential and mixed-use buildings greater than four stories in height shall reduce the massing of upper floors by a minimum of ~~20~~ 10% of floor area for floors above the fourth (compared to the floor area of the ground floor).
	§ D.12.b (Compatibility and Transition)	Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units within the development. When a new structure or addition is located within 10 feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property (Figure 13)	Windows, balconies, and similar openings shall be oriented to preserve privacy of individual units within the development. When a new structure or addition is located within ~~10~~ five feet of a side property line, upper floor windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property by utilizing the following standards: (Figure 13)
	§ D.12.b(iii) (Compatibility and Transition)	Balconies that project outward from the structure (extending beyond the first-floor façade) shall be located a minimum of 20 feet from a shared rear or side property line. Inset balconies are exempted from this requirement. (Figure 14)	**No Change** The required rear setback for medium- to high-density residential zones is 20 feet. This standard ensures that setback areas are not encroached upon by projecting balconies, which could compromise the privacy of adjacent residences. Inset balconies are permitted, provided they maintain a

			minimum 5-foot side setback. However, projecting balconies on front and rear façades must maintain a 20-foot setback from the side property line, as illustrated in Figures 4 and 14.
	§ D.15.a(i) (Façade Design and Activation)	A building with a setback of 10 feet or less shall elevate units by at least 4.5 feet from the sidewalk level. (Figure 16).	A building with a setback of 10 feet or less shall elevate units by at least 4.5 feet from the sidewalk level. (Figure 16). Alternatively, the units shall be provided with a canopied porch recessed or projected a minimum of two feet.
	§ D.15.a(ii) (Façade Design and Activation)	A building with a setback of 10 – 15 feet shall elevate units by at least 3 feet from the sidewalk level. (Figure 17)	A building with a setback of 10 – 15 feet shall elevate units by at least 3 feet from the sidewalk level. (Figure 17). Alternatively, units shall be provided with a canopied porch recessed or projected a minimum of two feet.

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: Melvin E. Gaines, City Manager

BY: Orly Amey, Assistant to the City Manager
Shiri Klima, Assistant City Manager

SUBJECT: Adoption of Legislative Platform and Formalization of Legislative Advocacy and Intergovernmental Relations Program

Recommendation

1. Adopt a resolution:
    a. Approving the City of East Palo Alto Legislative Platform, which establishes formal policy direction for the City's legislative advocacy efforts at the state and federal levels;
    b. Authorizing the City Manager to take all reasonably necessary actions to implement the Legislative Platform and take advocacy positions on legislation, regulatory matters, and funding opportunities that are consistent with the adopted Platform;
    c. Directing staff to return to the City Council for consideration of legislative matters that fall outside the scope of the adopted Platform or involve significant policy considerations; and

2. Discuss, consider and provide direction on whether to establish a City Council Legislative Committee to support ongoing coordination and periodic review of legislative matters.

Executive Summary

The City of East Palo Alto is increasingly engaged in legislative advocacy to advance its Strategic Priorities, secure external funding, and influence policy decisions that directly impact the community. Over the past year, the City has taken significant steps to expand these efforts, including initiating legislative tracking, submitting advocacy letters, engaging with regional and federal partners, and entering into a five-year agreement with a legislative advocacy consultant

to support state and federal engagement.

Despite this progress, the City's legislative advocacy efforts have historically been conducted on an ad hoc basis. As identified in prior Council discussions, this approach limits the City's ability to respond quickly to legislation, maintain consistency in policy positions, and proactively pursue funding and policy opportunities.

The proposed Legislative Platform and associated program framework address these challenges by establishing a clear, Council-adopted structure for legislative advocacy. The Platform is grounded in the City Council's Strategic Priorities (FY 2025–2029) and the General Plan Vista 2035, ensuring that all advocacy efforts are aligned with adopted policy direction and long-term community goals.

In addition to establishing policy direction, this action formalizes the City's legislative advocacy and intergovernmental relations program by defining roles, responsibilities, processes for taking positions, coordination with consultants and regional bodies, and mechanisms for transparency and reporting.

This approach provides the City with a structured framework that strengthens its ability to advocate effectively while remaining appropriate for a small city with limited resources.

Alignment with City Council Strategic Plan

This recommendation is primarily aligned with:

Priority: Governance, Organizational Strength, and Fiscal Sustainability

Background

A legislative platform is a policy document adopted by a governing body that outlines its positions on key public policy issues and serves as a guide for legislative advocacy. It enables cities to respond to legislation in a timely and consistent manner and to proactively pursue policy and funding opportunities that align with local priorities.

The City of East Palo Alto has not previously adopted a formal legislative platform. As a result, legislative advocacy has been conducted on a case-by-case basis, often in response to individual bills or funding opportunities. While this approach has allowed the City to engage when necessary, it has limited the City's ability to act strategically and consistently across legislative cycles.

In September 2025, the City Council held a study session to initiate development of the City's first Legislative Platform and to provide direction on its structure and policy foundation. At that time, staff recommended anchoring the Platform in three sources of guidance:

- The City Council's Strategic Priorities (FY 2025–2029)
- The General Plan Vista 2035
- The League of California Cities Advocacy Priorities

During the study session, the Council affirmed the platform should be anchored in the Strategic Priorities and General Plan; however, declined to fully integrate the League of California Cities Advocacy Priorities into the Platform. Since that study session, staff has:

1. Facilitated development of a draft Legislative Platform based on Council input,
2. Initiated tracking of legislative advocacy activities and letters,
3. Coordinated with regional and state partners on policy issues,
4. Entered into a five-year agreement with Ken Brown Strategic Consulting to provide legislative advocacy services, and
5. Begun establishing internal processes for legislative coordination and communication.

This item represents the next step in that process: formal adoption of the Legislative Platform (**the Platform)** and establishment of a structured legislative advocacy and intergovernmental relations program.

Analysis

Proposed Policy Framework and Overview of Legislative Platform Priorities

The proposed Legislative Platform, included as Attachment 1, establishes the policy framework that serves as the foundation for the City's legislative advocacy efforts. It translates the City's existing policy direction (already adopted through the Strategic Priorities and General Plan Vista 2035) into a structured format that can be consistently applied in legislative, regulatory, and funding contexts. In doing so, the Platform does not create new policy positions, but rather reinforces and operationalizes the City's adopted goals, ensuring that advocacy efforts remain aligned with both near-term priorities and the City's long-term community vision.

The Platform is organized around the City's seven Strategic Priorities and is grounded in the General Plan's guiding principles of equity, sustainability, neighborhood livability, and regional collaboration. This alignment ensures that all advocacy efforts reflect the City's commitment to inclusive growth, environmental stewardship, and community well-being, while also providing a consistent lens through which legislation and funding opportunities are evaluated.

Each priority area in Attachment 1 includes narrative policy direction that guides how the City assesses and responds to legislative proposals. The Platform addresses Civic Engagement through support for inclusive participation, transparency, and equitable access to civic processes. In the area of Comprehensive Housing, it advances policies that increase housing supply while protecting residents from displacement. Governance, Organizational Strength, and Fiscal Sustainability focuses on strengthening local capacity, protecting municipal revenues, and opposing unfunded mandates that could impact service delivery.

The Platform also supports Land Use, Economic, and Workforce Development strategies that promote economic vitality and expand access to opportunity, while Parks, Recreation, and Community Facilities emphasizes investment in public spaces and community-serving infrastructure. Public Health, Safety, and Quality of Life is centered on policies that improve

community safety, health outcomes, and overall livability. Finally, the Public Infrastructure and Utilities pillar prioritizes funding and policy solutions that enhance mobility, modernize infrastructure systems, and support long-term resilience.

Taken together, these priority areas provide a cohesive and actionable framework that ensures the City's legislative advocacy is directly tied to implementation of Council-adopted goals. By formally adopting the Platform as Attachment 1, the City establishes a clear, consistent, and policy-driven basis for engaging in legislative and intergovernmental efforts moving forward.

Legislative Advocacy Activities and Tools

With the adoption of the Legislative Platform, the City's advocacy efforts will be carried out through a coordinated set of activities that allow the City to engage meaningfully at multiple points in the legislative and funding process. These activities are not standalone actions but rather part of a broader, strategic approach to advancing the City's priorities through policy influence, relationship-building, and resource development.

A primary component of this work involves formal advocacy through written and verbal communication. The City will submit letters of support, opposition, or recommended amendments on legislation that aligns with its priorities, ensuring that its policy positions are clearly communicated as bills move through the legislative process. In addition, staff and Councilmembers, as appropriate, may provide testimony in legislative or regulatory hearings and participate in meetings with legislators, legislative staff, and agency representatives. These interactions allow the City to directly convey the local impacts of proposed policies and to advocate for outcomes that better reflect community needs.

Beyond formal positions, the City's advocacy efforts also include more strategic engagement, such as working with legislative offices and partners to shape policy language, provide technical input, and support amendments that address local concerns. This level of engagement is particularly important in ensuring that legislation is informed by on-the-ground realities and does not unintentionally create operational or fiscal challenges for the City.

Legislative advocacy is also closely tied to the City's funding strategy. The City actively pursues state and federal funding opportunities, including grants and appropriations, that support priority projects and programs. This includes coordinating with state and /or federal legislative offices and agencies to position the City for funding as well as aligning advocacy efforts with identified capital and programmatic needs.

Together, these activities enable the City to engage proactively and consistently across the legislative cycle to shape policy outcomes where possible and position the City to secure resources that advance its Strategic Priorities and long-term goals.

Process for Taking Legislative Positions

The Legislative Platform shall serve as the primary reference point for determining the City's position. When proposed legislation or regulatory action is clearly aligned with the policy

direction outlined in the Platform, the City Manager would be authorized to approve advocacy actions on behalf of the City, with the Mayor (or, in the Mayor's absence, the Vice Mayor) executing formal correspondence. This delegation is essential to ensuring that the City can respond within legislative timelines, which are often compressed and require prompt engagement. At the same time, it maintains fidelity to Council direction by limiting such actions to matters that fall squarely within the adopted Platform.

In instances where legislation falls outside the scope of the Platform, presents ambiguity in its alignment, or raises broader policy considerations, staff would bring the matter forward to the City Council for discussion and direction. This ensures that the Council retains authority over new or complex policy positions while providing transparency into advocacy decisions that may have significant implications for the City.

Governance and Coordination

The legislative advocacy program establishes a coordinated framework involving the City Council, the City staff, and the City's legislative advocacy consultant.

At the policy level, the City Council establishes overall direction through adoption of the Legislative Platform, which serves as the foundation for all advocacy activities. This ensures that the City's positions on legislation and funding opportunities are grounded in the Strategic Priorities and General Plan, and that advocacy efforts reflect the Council's vision and community priorities.

The City Manager's Office serves as the central coordinating body for implementation. In this role, staff would be responsible for interpreting the Platform, managing day-to-day advocacy activities, and ensuring that actions taken are consistent with Council direction. This includes coordinating with the City's legislative consultant, managing internal workflows for reviewing legislation, and facilitating communication between Council, departments, and external partners. By centralizing this function, the City is able to maintain consistency in messaging, respond efficiently to legislative timelines, and ensure accountability in how advocacy actions are carried out.

City departments play a supporting but essential role by providing subject matter expertise and identifying legislative and funding needs within their respective service areas. Departments help inform the City's positions by providing technical input on how proposed legislation or funding opportunities may impact operations, programs, and community outcomes. This ensures that advocacy efforts are grounded in operational realities and aligned with service delivery priorities.

The City's legislative advocacy consultant complements this structure by providing external capacity and specialized expertise. The consultant is responsible for monitoring legislative activity, analyzing policy implications, advising on strategy, and supporting engagement with legislative and agency partners. This allows the City to stay informed of developments in real time and to engage more effectively in complex policy and funding environments.

Together, this coordinated approach establishes a clear division of responsibilities while

reinforcing a unified strategy. By aligning policy direction, operational coordination, technical input, and external expertise, the City is able to speak with one voice and maximize the effectiveness of its legislative advocacy efforts.

Legislative Committee

To further support coordination and timely engagement on legislative matters, the City Council could, at its discretion, authorize the councilmembers serving on the Agenda Setting Committee, the Mayor and Vice Mayor, to also serve as a Legislative Committee. This would be an optional governance layer. The intent of this committee would be to provide a focused forum for ongoing coordination between Council and staff.

If established, the committee could meet on a periodic basis (such as quarterly, or as needed during active legislative cycles) to review key legislative developments, provide input on emerging priorities, and receive updates on advocacy activities and outcomes. These meetings would allow for more detailed discussion of legislative strategy, funding opportunities, and intergovernmental engagement than may be feasible during regular City Council meetings.

In addition to periodic updates, the committee could also serve as a resource for staff in reviewing proposed advocacy actions that are time-sensitive or require additional policy perspective, particularly in cases where legislation is evolving rapidly or where alignment with the Legislative Platform may require interpretation. This can help streamline decision-making while ensuring that advocacy efforts remain consistent with Council priorities.

The Legislative Committee would serve in an advisory capacity only and would not replace the authority of the full City Council. Formal positions outside the scope of the adopted Legislative Platform, or those involving significant policy considerations, would be brought to the full Council for direction.

Role of Legislative Advocacy Consultant

To support implementation of a more formal and effective legislative advocacy program, the City has entered into a five-year agreement with Ken Brown Strategic Consulting (KBSC) to provide comprehensive federal and state advocacy services, with a total not-to-exceed amount of $865,800, including discretionary support for grant writing activities. KBSC subcontracts with two partners to enhance service to the City.. At the state level, Nossaman provides detailed legislative analysis and reporting, while federal advocacy partner DC Strategies supports engagement with congressional offices and advancement of Community Project Funding requests. Together, this integrated team provides both strategic guidance and technical expertise, enabling the City to engage more effectively in policy development and funding opportunities across all levels of government.

This partnership is a key component of the City's intergovernmental relations strategy. As a small city with limited internal capacity, East Palo Alto relies on specialized external expertise to monitor legislative activity, navigate complex policy environments, and identify opportunities to advance its priorities at both the state and federal levels.

The consultant team provides a full range of services that extend beyond basic bill tracking. This includes ongoing monitoring and analysis of legislation, regulatory proposals, and budget developments; preparation of regular legislative reports that translate policy developments into actionable insights; and strategic advisory support to evaluate legislation in the context of the City's Legislative Platform and recommend appropriate advocacy positions.

The consultant team also supports direct advocacy and engagement by coordinating meetings with legislators and agency representatives, facilitating participation in advocacy efforts, and assisting with the development of advocacy materials such as position letters, briefing documents, and testimony. These services enable the City to respond efficiently to legislative timelines while maintaining consistent and well-informed messaging.

In addition, the consultant team plays a central role in advancing the City's funding strategy by identifying grant opportunities, supporting federal appropriations requests, and coordinating with congressional offices and federal agencies. This work strengthens the City's ability to secure external resources for infrastructure, housing, public safety, and community-serving programs.

Regional Representation and Intergovernmental Coordination

City Councilmembers serve on a range of regional boards, commissions, and joint powers authorities that play a significant role in shaping policy, funding allocations, and program implementation across the region. These bodies often influence decisions related to transportation, housing, infrastructure, environmental policy, and public services, all areas that directly impact East Palo Alto's ability to advance its Strategic Priorities. As such, Councilmember participation in these forums is not only representative in nature, but also a critical extension of the City's overall legislative and intergovernmental advocacy strategy.

The Legislative Platform is intended to provide a consistent policy framework that supports Councilmembers in these roles. By grounding advocacy positions in the City's adopted Strategic Priorities and General Plan principles, the Platform helps ensure that the City's voice in regional discussions remains aligned with its broader policy direction, even when decisions are being made outside of formal City Council settings. This alignment is particularly important in regional contexts, where collective decision-making and coalition-building often shape outcomes that affect multiple jurisdictions.

The Platform recognizes that regional governance structures require a degree of flexibility and professional judgment. Councilmembers serving on external bodies are often required to respond in real time to evolving discussions, negotiate with other jurisdictions, and consider the broader regional context in which decisions are made. The Platform is therefore designed to guide, rather than constrain, these interactions—providing clear policy direction while allowing Councilmembers to effectively represent the City's interests in complex, multi-agency environments.

To support coordination and consistency, Councilmembers are encouraged to communicate with staff regarding key policy issues, positions taken, and emerging developments within the regional bodies on which they serve. This communication loop ensures that staff can incorporate

regional insights into the City's broader advocacy efforts, while also keeping the full City Council informed of decisions and trends that may have local implications.

Transparency, Tracking, and Reporting

As the City expands its advocacy efforts and formalizes its intergovernmental relations function, it is important that these activities are documented, coordinated, and communicated in a way that supports accountability and informed decision-making.

Staff has already begun implementing elements of this framework through the tracking of legislative letters and coordination with the City's legislative advocacy consultant. Building on this foundation, the City will establish a more structured and ongoing process for monitoring legislative activity, documenting the City's positions, and reporting on advocacy efforts and outcomes. This includes maintaining internal records of legislation reviewed, positions taken, and actions executed, as well as tracking engagement with legislative offices, agencies, and regional partners.

In coordination with the consultant team, staff will also utilize regular legislative reports and bill tracking summaries to stay informed of relevant state and federal developments. These reports provide insight into legislative trends, policy implications, and funding opportunities, allowing the City to both respond to immediate issues and anticipate emerging priorities. This information will be synthesized into periodic updates to the City Council, ensuring that Councilmembers are informed of key legislative actions, advocacy efforts, and outcomes throughout the legislative cycle.

To further enhance transparency and public awareness, staff has developed a public-facing legislative advocacy webpage. This platform will serve as a centralized location where residents and stakeholders can access information about the City's legislative priorities, advocacy letters, funding efforts, and engagement with regional and federal partners. By making this information publicly available, the City reinforces its commitment to transparency and provides the community with a clearer understanding of how it is advocating on their behalf.

Fiscal Impact

The City has already budgeted for legislative advocacy services through its agreement with Ken Brown Strategic Consulting, with a not-to-exceed amount of $865,800 over five years, which includes optional grant-writing services.

Additional costs associated with the program are primarily related to staff time and are expected to be absorbed within existing resources.

The program is expected to provide significant value by improving the City's ability to secure external funding and influence policy outcomes.

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.
2. Attachment 1: City of East Palo Alto Legislative Platform

RESOLUTION NO. XX– 2026

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

APPROVING A LEGISLATIVE PLATFORM AND FORMALIZING THE CITY'S LEGISLATIVE ADVOCACY AND INTERGOVERNMENTAL RELATIONS PROGRAM; AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE PLATFORM AND TAKE LEGISLATIVE POSITIONS CONSISTENT WITH COUNCIL POLICY; DIRECTING THAT LEGISLATIVE OR REGULATORY MATTERS THAT FALL OUTSIDE THE SCOPE OF THE APPROVED LEGISLATIVE PLATFORM OR INVOLVE SIGNIFICANT POLICY CONSIDERATIONS BE BROUGHT TO THE CITY COUNCIL FOR CONSIDERATION AND DIRECTION PRIOR TO THE CITY TAKING A FORMAL POSITION AND FINDING THAT THE ACTION IS NOT A PROJECT UNDER CEQA GUIDELINES SECTION 15378(B)(5)

WHEREAS, the City of East Palo Alto relies on coordinated federal and state legislative advocacy to advance its strategic priorities, secure appropriations, and pursue competitive funding opportunities that support infrastructure, housing, public safety, economic development, and community programs; and

WHEREAS, legislative and regulatory decisions at the state and federal levels significantly impact the City of East Palo Alto's ability to deliver services, advance capital projects, and respond to community needs; and

WHEREAS, the City has increasingly engaged in legislative advocacy activities, including submitting advocacy letters, pursuing state and federal funding opportunities, engaging with legislative offices, and coordinating with regional and governmental partners; and

WHEREAS, these efforts have historically been conducted on an ad hoc basis without a formalized policy framework or consistent process for evaluating and responding to legislation; and

WHEREAS, the City Manager's Office desires to establish a clear, consistent, and Council-approved framework to guide legislative advocacy efforts and improve coordination, efficiency, and effectiveness; and

WHEREAS, the City of East Palo Alto Legislative Platform, attached hereto as Attachment 1, is grounded in the City Council's adopted Strategic Priorities (FY 2025–2029) and the General Plan Vista 2035, and reflects the City's policy direction and community values; and

WHEREAS, formalizing a legislative advocacy and intergovernmental relations program will strengthen the City's ability to influence policy outcomes, respond in a timely manner to legislative developments, secure external funding, and advance its Strategic Priorities in a coordinated and effective manner; and

WHEREAS, the proposed action consists of governmental administrative and organizational activities and will not result in direct or indirect physical changes to the environment and therefore does not constitute a "project" under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5);

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; and
2. Approves the City of East Palo Alto Legislative Platform, attached as Attachment 1 and incorporated herein by reference, establishing formal policy direction for the City's legislative advocacy efforts at the state and federal levels; and
3. Authorizes the City Manager to implement the Legislative Platform and to take advocacy positions on legislation, regulatory matters, and funding opportunities that are consistent with the adopted Platform; and
4. Directs that legislative or regulatory matters that fall outside the scope of the adopted Legislative Platform or involve significant policy considerations be brought to the City Council for consideration and direction prior to the City taking a formal position; and
5. 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)(4) and (5) in that it is a governmental fiscal, organizational or administrative activity that will not result in direct or indirect changes in the environment.

PASSED AND ADOPTED this 5th day of May 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

City of East Palo Alto
Legislative Platform

Purpose

The City of East Palo Alto Legislative Platform establishes the City's official policy direction for legislative and intergovernmental advocacy at the state and federal levels. It is intended to provide a clear, consistent, and Council-approved framework for evaluating legislation, pursuing funding opportunities, and engaging with elected officials, agencies, and regional partners.

This Platform is grounded in the City Council's adopted Strategic Priorities (FY 2025–2029) and the General Plan Vista 2035. Together, these documents reflect the City's policy direction, community values, and long-term vision. The Platform translates those adopted priorities and principles into actionable guidance that can be applied in legislative and regulatory contexts.

In doing so, the Platform ensures that the City's advocacy efforts are not reactive or fragmented, but instead are strategic, coordinated, and directly aligned with the outcomes the City seeks to achieve for its residents.

Policy Foundation and Guiding Principles

All legislative advocacy undertaken by the City shall be guided by the principles established in the General Plan Vista 2035, including a commitment to equity, sustainability, neighborhood livability, and regional collaboration. These principles serve as the foundation for how the City evaluates policy proposals, prioritizes funding opportunities, and engages in intergovernmental efforts.

The City's advocacy approach is rooted in the understanding that legislative decisions made at the state and federal levels have direct and lasting impacts on local communities. As such, the City will prioritize advocacy efforts that:

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City of East Palo Alto
Legislative Platform

- Advance equitable outcomes and reduce disparities across communities
- Promote environmentally sustainable and climate-resilient solutions
- Enhance the livability, safety, and well-being of neighborhoods
- Strengthen partnerships and coordination across jurisdictions

In addition, the City will seek to protect local authority and ensure that legislative and regulatory frameworks provide the flexibility necessary to respond to local conditions and community needs.

Legislative Platform by Strategic Priority

1. Civic Engagement

The City of East Palo Alto recognizes that meaningful civic engagement is essential to effective governance and community trust. Legislative advocacy under this priority is focused on expanding access to participation in civic life, particularly for communities that have historically faced barriers to engagement.

The City will support policies and funding that enhance transparency, improve access to public information, and strengthen opportunities for residents to participate in decision-making processes. This includes advancing initiatives that expand language access, improve digital connectivity, and ensure that public engagement tools are accessible and inclusive.

Consistent with the General Plan's emphasis on equity and inclusion, the City will advocate for legislative solutions that remove structural barriers to participation and promote diverse representation in civic processes. The City also supports investments in youth engagement and leadership development, recognizing that long-term community resilience depends on cultivating the next generation of civic leaders.

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2. Comprehensive Housing

Access to safe, stable, and affordable housing is a central priority for the City and a key component of community well-being. Through its legislative advocacy, the City will pursue policies and funding that expand housing opportunities across all income levels while protecting existing residents from displacement.

The City will support increased investment in affordable housing programs, financing tools that enable housing development, and policies that facilitate the production of housing in a manner that is consistent with local planning goals. At the same time, the City will advocate for tenant protections and anti-displacement strategies that preserve community stability and prevent the loss of existing affordable housing.

In alignment with the General Plan's principles of equitable growth and neighborhood preservation, the City will evaluate housing-related legislation through the lens of both production and protection, ensuring that new development contributes to a more inclusive and stable community. The City will also advocate for policies that maintain appropriate local control, allowing the City to tailor housing solutions at all income levels to its unique needs and context.

3. Governance, Organizational Strength, and Fiscal Sustainability

Strong and effective local government is essential to delivering services, maintaining public trust, and achieving long-term community goals. Under this priority, the City will advocate for legislation that strengthens local government capacity, protects municipal revenues, and supports fiscal sustainability.

The City will support policies that provide reliable and flexible funding sources, allowing local governments to respond to community needs and invest in critical services and infrastructure. The City will also advocate for policies that promote transparency,

accountability, and data-driven decision-making, recognizing that these elements are fundamental to good governance.

Consistent with the General Plan's emphasis on institutional resilience and effective governance, the City will oppose unfunded mandates and other policies that impose costs on local governments without providing corresponding resources. The City will also support workforce development and organizational capacity-building efforts that enhance the ability of local governments to serve their communities effectively.

4. Land Use, Economic, and Workforce Development

The City's legislative advocacy in this area is focused on promoting economic vitality, supporting local businesses, and expanding access to quality employment opportunities for residents.

The City will support policies and funding that strengthen local economies, including workforce development programs, job training initiatives, and small business support services. These efforts are intended to reduce economic disparities, increase access to opportunity, and ensure that economic growth benefits existing residents.

In alignment with the General Plan's principles of sustainability and regional collaboration, the City will advocate for policies that support balanced development, reduce economic leakage, and foster partnerships across jurisdictions. The City will also support land use policies that align economic development with long-term environmental and community goals, ensuring that growth contributes to both economic and social well-being.

5. Parks, Recreation, and Community Facilities

Access to parks, recreational opportunities, and community facilities is critical to quality of life and community health. The City will advocate for policies and funding that support the development, maintenance, and expansion of these resources.

This includes pursuing state and federal funding for park improvements, recreational programming, and community infrastructure projects. The City will prioritize investments that expand access to open space and recreational opportunities, particularly in underserved areas.

Consistent with the General Plan's emphasis on livability and community well-being, the City will evaluate legislative opportunities based on their ability to enhance public spaces, promote active lifestyles, and strengthen community connections.

6. Public Health, Safety, and Quality of Life

The City is committed to fostering safe, healthy, and resilient communities. Legislative advocacy under this priority focuses on policies and funding that improve public safety, strengthen public health systems, and enhance overall quality of life.

The City will support investments in public safety infrastructure, emergency preparedness, and community-based services, including behavioral health programs. The City will also advocate for policies that address environmental health and promote equitable access to essential services.

In alignment with the General Plan's focus on health, safety, and resilience, the City will prioritize legislative efforts that address the root causes of inequity and improve outcomes for vulnerable populations. This includes supporting integrated approaches that combine public safety, health, and social services to create more effective and sustainable solutions.

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7. Infrastructure and Transportation

Reliable and modern infrastructure is essential to supporting the City's growth, sustainability, and long-term resilience. The City will advocate for policies and funding that invest in transportation systems, water infrastructure, and other critical public assets.

The City will support legislative efforts that improve mobility, expand access to transit, and enhance connectivity both within the City and across the region. The City will also prioritize investments in climate resilience and sustainable infrastructure, recognizing the increasing importance of preparing for environmental challenges.

Consistent with the General Plan's emphasis on sustainability and regional coordination, the City will evaluate infrastructure-related legislation based on its ability to reduce environmental impacts, improve efficiency, and support long-term community resilience.

Implementation

This Legislative Platform is intended to function as an operational tool that guides the City's day-to-day advocacy activities. The City Manager is authorized to take actions consistent with this Platform, including submitting advocacy letters, engaging with legislators and agencies, and pursuing funding opportunities.

This delegated authority enables the City to respond in a timely manner to legislative deadlines while ensuring that all actions remain aligned with Council-approved policy direction. Matters that fall outside the scope of this Platform, or that involve significant policy considerations, will be brought to the City Council for review and direction.

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City of East Palo Alto
Legislative Platform

Ongoing Review and Updates

The Legislative Platform is a living document that will be reviewed and updated periodically to reflect evolving legislative priorities, emerging policy issues, and updated Council direction.

Through regular review and refinement, the City will ensure that its advocacy efforts remain responsive, effective, and aligned with the needs of the community.

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EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

BY: Mayor Webster Lincoln

SUBJECT: Amendment to City Council Code of Ethics and Conduct – Section 7: City Council Agenda Setting

RECOMMENDATION

Adopt Resolution amending Section 7 of the City Council Code of Ethics and Conduct for Elected and Appointed Officials (Resolution No. 67-2024) to:

1. Clarify the agenda setting process,
2. Confer upon the Mayor, as presiding officer, ultimate decision making authority on agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints,
3. Establish a process for councilmembers to add items to the agenda and rules governing disputes over the same; and
4. Make any other amendments the Council directs from the dais.

BACKGROUND

The City Council Code of Ethics and Conduct for Elected and Appointed Officials ("Code of Ethics") was adopted to assure public confidence in the integrity of local government and to describe the manner in which Councilmembers, Advisory Body members, and City staff should conduct themselves in the course of public service. Section 7 of the Code of Ethics governs the City Council Agenda Setting process, including the composition and role of the Agenda Committee, the process for councilmember requests to add items to the agenda, and the decision-making framework for resolving disputes over agenda content.

The Agenda Committee, as currently constituted, is comprised of the Mayor and Vice Mayor. The Committee works with the City Manager and City staff to plan City Council meetings, including the content and timing of agenda items, identification of issues requiring additional staff preparation, and planning for future meeting agendas.

The current Code of Ethics provides that the Mayor and Vice Mayor's roles on the Agenda Committee are "to represent the interests of the entire Council." However, the existing language does not clearly delineate decision-making authority within the Agenda Committee when the Mayor and Vice Mayor disagree on an agenda item. It also does not provide a clear, structured pathway for resolving disputes that arise when a councilmember's request to add an item to the agenda is denied or when items are challenged at the dais during a council meeting.

DISCUSSION

Recent council meetings have exposed recurring procedural disagreements regarding agenda item placement, removal, and re-agendizing. These disagreements are the source of significant public frustration, use of disproportionate staff time and meeting resources, and confusion concerning who has ultimate authority over the content of the Council's meeting agenda.

Under the current framework, agenda disputes that arise on the dais have no clear resolution pathway short of full council debate, which is can be an inefficient use of limited meeting time and staff capacity. On multiple occasions, items have been placed on the agenda or pulled from the agenda at the meeting itself, leading to public comment periods where community members arrived expecting to address an item that was no longer before the Council, or where the Council spent significant meeting time debating whether an item should be heard rather than addressing the substance of the item itself.

These procedural disputes undermine public confidence in the Council's ability to conduct efficient and orderly meetings and create unnecessary friction between Councilmembers, staff, and the public.

Proposed Amendments

The proposed amendments to Section 7 address these concerns through three targeted revisions:

1. Clarifying the Mayor's Role as Presiding Officer with Agenda Authority. The proposed amendment adds new language establishing that the Mayor, as presiding officer of the City Council, shall work directly with the City Manager to determine agenda setting, including the content, order, and timing of agenda items. The Vice Mayor shall participate in the Agenda Committee in an advisory capacity and assist the Mayor in representing the interests of the entire City Council. This replaces the current language stating that "[t]he Mayor and Vice Mayor's roles are to represent the interests of the entire Council," which is struck.

2. Establishing Final Authority in the Event of Disagreement. A new paragraph is added providing that, in the event of differing views within the Agenda Committee, the Mayor shall have final authority over agenda setting, including the content, order, and timing of agenda

items, subject to legal and operational constraints identified by City staff. This provision ensures that agenda disputes between the Mayor and Vice Mayor are resolved prior to the meeting, rather than on the dais, while preserving staff's ability to flag legal or operational concerns.

3. Aligning the Decision Paragraph with the Mayor's Authority. In the existing "The Decision" subsection governing councilmember requests, the phrase "or Vice Mayor" is struck from the sentence providing that "the Mayor or Vice Mayor may grant the request outright" when the Agenda Committee cannot reach consensus. This aligns the decision-making authority in the request process with the Mayor's presiding officer role established in the first amendment. The full appeal pathway through the City Manager and Council Reports remains intact and unchanged.

Preserving the Council's Voice

It is important to emphasize what these amendments do not change. The proposed revisions do not eliminate any councilmember's ability to bring items before the full Council. Any councilmember may also still submit a request to the Agenda Committee to add a matter to a future meeting agenda, either in writing or verbally under Council Reports or directly to a member of the Agenda Committee. If the request is denied by the Agenda Committee, the councilmember retains the right to escalate the request through the City Manager, who would ensure that an item is added to the next Council meeting agenda under "Council Reports" for full Council consideration under parliamentary rules of procedure. As before, if a majority of the Council votes to grant the request, the item will be agendized for a future meeting.

This pathway ensures that no single councilmember's voice is silenced, while also ensuring that the agenda-setting process operates in an orderly, transparent, and efficient manner prior to the meeting itself.

Procedural Context

The role of the Mayor as presiding officer with authority over meeting proceedings is well-established in municipal governance. Under East Palo Alto's council-manager form of government, the Mayor presides over council meetings and serves as the official spokesperson for the City Council. Vesting final agenda authority in the presiding officer is consistent with standard municipal practice and ensures a single point of accountability for the orderly conduct of council business.

The Vice Mayor continues to serve on the Agenda Committee and participates in the agenda-setting process in an advisory capacity. The Vice Mayor's input remains a critical component of the process, and the Mayor is expected to give due consideration to the Vice Mayor's recommendations and to the interests of the full Council in setting the agenda.

FISCAL IMPACT

There is no direct fiscal impact associated with the proposed amendments. However, by providing a clear resolution pathway for agenda disputes, the amendments are expected to reduce staff time currently devoted to addressing procedural conflicts at the dais and preparing for items that are subsequently pulled or re-agendized on short notice.

ENVIRONMENTAL REVIEW

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

GOVERNMENT CODE § 84308

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

Analysis of Levine Act Compliance: Not applicable.

ATTACHMENTS

A. Resolution No. 67-2024

B. Code of Ethics and Conduct for Elected and Appointed Officials – Proposed Updates (Redline)

C. Code of Ethics and Conduct for Elected and Appointed Officials (approved July 16, 2024)

RESOLUTION NO. ___-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO AMENDING SECTION 7 OF THE CITY COUNCIL CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS TO CLARIFY THE AGENDA SETTING PROCESS AND THE ROLE OF THE MAYOR AS PRESIDING OFFICER

WHEREAS, the City of East Palo Alto ("City") has adopted a Code of Ethics and Conduct for Elected and Appointed Officials ("Code of Ethics") to assure public confidence in the integrity of local government and its effective and fair operation; and

WHEREAS, Section 7 of the Code of Ethics governs the City Council Agenda Setting process, including the composition and role of the Agenda Committee, the process for councilmember requests to add items to the agenda, and the framework for resolving disputes over agenda content; and

WHEREAS, the Agenda Committee is currently comprised of the Mayor and Vice Mayor, and works with the City Manager and City staff to plan City Council meetings; and

WHEREAS, recent council meetings have surfaced recurring procedural disputes regarding agenda item placement, removal, and re-agendizing, including situations where items pulled from or added to the agenda at the meeting itself have generated significant public frustration, consumed disproportionate staff time and meeting resources, and created confusion about decision-making authority over the content of council meeting agendas; and

WHEREAS, under the current framework, agenda disputes that arise at the dais have no clear resolution pathway short of full council debate, which is an inefficient use of limited meeting time and staff capacity; and

WHEREAS, the existing Code of Ethics language does not clearly delineate decision-making authority within the Agenda Committee when the Mayor and Vice Mayor disagree on an agenda item, nor does it provide a structured pathway for resolving such disputes prior to the council meeting; and

WHEREAS, the Mayor serves as the presiding officer of the City Council under the City's council-manager form of government, and vesting final agenda authority in the presiding officer is consistent with standard municipal practice and ensures a single point of accountability for the orderly conduct of council business; and

WHEREAS, the proposed amendments preserve the right of any councilmember to submit a request to add items to a future meeting agenda and to escalate a denied

request through the City Manager for full Council consideration under the Council Reports process; and

WHEREAS, the City Council finds that the proposed amendments will promote efficient, transparent, and orderly governance by clarifying authority over agenda setting, providing a defined pathway for councilmember requests, and ensuring that disputes over agenda content are resolved through the Council Reports process rather than through ad hoc floor actions during regular meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Palo Alto as follows:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. Amendment to Section 7.A.1 – The Agenda Committee. The second paragraph of Section 7.A.1 of the Code of Ethics and Conduct for Elected and Appointed Officials is hereby amended to read as follows (new language shown in *italics*; deleted language shown in ~~strikethrough~~):

> "Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard. The purpose of the meeting is not to work on policy issues. Normally, the Mayor and Vice Mayor attend the Agenda Committee meetings with the City Manager, City Attorney, and other staff, as appropriate. *The Mayor, as presiding officer of the City Council, shall work directly with the City Manager to determine agenda setting, including the content, order, and timing of agenda items. The Vice Mayor shall participate in the Agenda Committee in an advisory capacity and assist the Mayor in representing the interests of the entire City Council.* ~~The Mayor and Vice Mayor's roles are to represent the interests of the entire Council.~~"

The following new paragraph is hereby added immediately following the above-amended paragraph:

> *"In the event of differing views within the Agenda Committee, the Mayor shall have final authority over agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints identified by City staff."*

Section 3. Amendment to Section 7.A.2.i – The Decision. The first sentence of the second paragraph of Section 7.A.2.i of the Code of Ethics and Conduct for Elected and Appointed Officials is hereby amended to read as follows:

> "If the Agenda Committee is unable to arrive at a consensus on the request, the Mayor ~~or Vice Mayor~~ may grant the request outright."

Section 4. No Other Changes. Except as expressly amended by this Resolution, all other provisions of the Code of Ethics and Conduct for Elected and Appointed Officials shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such holding shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid.

PASSED AND ADOPTED by the City Council of the City of East Palo Alto at a regular meeting held on _____, 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
Webster Lincoln, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

ADMINISTRATIVE POLICY

SUBJECT: CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

SECTION 1: POLICY

This policy shall be referred to as the Code of Ethics and Conduct for Elected and Appointed Officials ("Code of Ethics and Conduct").

SECTION 2: PURPOSE

The City of East Palo Alto ("City") has established this Code of Ethics and Conduct for members of the City Council and the City's boards, commissions, and committees to assure public confidence in the integrity of local government and its effective and fair operation. The Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and members of City boards, commissions, and committees should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

SECTION 3: APPLICABILITY

This Code of Ethics and Conduct applies to the East Palo Alto City Council ("City Council"), and City boards, commissions, and committees ("Advisory Bodies"). For ease of reference in the Code of Ethics and Conduct, the term "Member" refers to any member of the City Council or City Advisory Bodies established by City ordinance, resolution, or Council policy.

SECTION 4: ETHICS

A. Introduction: The residents and businesses of the City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

1. Comply with both the letter and spirit of the laws and policies affecting the operations of government;
2. Are independent, impartial and fair in their judgment and actions;
3. Use their public office for the public good, not for personal gain; and
4. Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

B. Rule: Members shall comply with all applicable ethics laws, rules, and guidelines, including those set forth in this section.

C. Act in the Public Interest: Recognize that stewardship of the public interest must be their primary concern, and that Members will work for the common good of the people of East Palo Alto and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims and transactions coming before them.

D. Comply with both the spirit and the letter of the Law and City Policy: Members shall comply with the laws of the nation, the State of California, and the City of East Palo Alto in the performance of their public duties.

E. Conduct of Members: The professional and personal conduct of Members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of City Council, Advisory Bodies, City staff or the public.

F. Respect for Process: Members shall perform their duties in accordance with the processes and rules of order established by the City Council.

G. Conduct at Public Meetings: Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.

H. Decisions Based on Merit: Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the Member is called upon to determine and apply facts particular to an individual case), Members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

I. Communication: For adjudicative matters pending before the body, Members shall refrain from receiving information outside of an open public meeting or agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.

J. Conflict of Interest: In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (1) a material financial interest, (2) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (3) a strong personal bias.

A Member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission ("FPPC") or other appropriate state agency, a Member shall not participate in a decision unless and until he or she has requested and received advice allowing the Member to participate. A Member shall diligently pursue obtaining such advice. The Member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to Members, the City Attorney represents the City and not individual members.

In accordance with the law, Members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

K. Gifts and Favors: Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

L. Confidential Information: Members must maintain the confidentiality of all written materials and verbal information provided to Members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

M. Use of Public Resources: Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

N. Representation of Private Interests: In keeping with their role as stewards of the public interest, members of City Council shall not appear on behalf of the private interests of third parties before the City Council or any Advisory Body or proceeding of the City, nor shall members of any Advisory Body appear before their own bodies or before the City Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

O. Advocacy: Members shall represent the official policies or positions of the City Council, or Advisory Body, to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members shall explicitly state they do not represent their Advisory Body or the City of East Palo Alto, nor will they allow the inference that they do. Councilmembers and Advisory members have the right to endorse candidates for all Council seats or other elected offices. However, it is inappropriate to mention or display endorsements during City Council meetings, or Advisory Body meetings, or other official City meetings.

P. Policy Role of Members: Members shall respect and adhere to the council-manager structure of City government as outlined in the East Palo Alto Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Advisory Bodies, and the public. Except as provided by the East Palo Alto Municipal Code, Members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of City staff to implement Council policy decisions.

Q. Independence of Advisory Bodies: Members of City Council shall refrain from using their position to unduly influence the deliberations or outcomes of Advisory Body proceedings. This is necessary due to the value of the independent advice of Advisory Bodies to the public decision-making process.

R. Positive Workplace Environment: Members shall support the maintenance of a positive and constructive workplace environment for City employees and for residents and businesses interacting with the City. Members shall recognize their special role in dealings with City employees and shall not create the perception of inappropriate direction to City staff.

SECTION 5: CONDUCT RULES

The Conduct Rules set forth in Sections 6-14 are designed to describe the manner in which Members should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

SECTION 6: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH EACH OTHER IN PUBLIC MEETINGS

A. Introduction: Members are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

B. Respect the Chair: It is the responsibility of the chair to keep the comments of Members on track during public meetings. Members should respect efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

C. Practice Civility and Decorum: Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

D. Avoid Offensive Comments: If a Member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

E. Demonstrate Effective Problem-solving Approaches: Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

SECTION 7: CITY COUNCIL AGENDA SETTING

A. Agenda Setting Process:

1. *The Agenda Committee*. The Agenda Committee is comprised of the Mayor and Vice Mayor. The charge of the Agenda Committee is to work with Staff to plan City Council Meetings. There are three primary purposes to Agenda Committee meetings: 1) to plan how City Council Meetings will be conducted, including review of approximate time allocations for agenda item presentations and to ensure adequate time for large complex items; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings, including items to be included on future meeting agendas.

   Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard. The purpose of the meeting is not to work on policy issues. Normally, the Mayor and Vice Mayor attend the Agenda Committee meetings with the City Manager, City Attorney, and other staff, as appropriate. *The Mayor, as presiding officer of the City Council, shall work directly with the City Manager to determine agenda setting, including the content, order, and timing of agenda items. The Vice Mayor shall participate in the Agenda Committee in an advisory capacity and assist the Mayor in representing the interests of the entire City Council.* ~~The Mayor and Vice Mayor's roles are to represent the interests of the entire Council.~~

   In the event of differing views within the Agenda Committee, the Mayor shall have final authority over agenda setting, including the content, order, and timing of agenda items, subject to legal and operational constraints identified by City staff.

2. *Councilmember Requests to the Agenda Committee*. A City Council member may submit a request to the Agenda Committee to add a matter to a future meeting agenda. The request may be written directly to the Agenda Committee or made verbally under Council Reports at any public meeting of the Council. The request will be considered at the Agenda Committee meeting.
   i. *The Decision.* The Agenda Committee may grant any such request as a matter of courtesy without further discussion and will agendize the requested item for a future agenda as soon as practicable, considering staff input on operational and budgetary capacity. If the Agenda Committee is unable to arrive at a consensus on the request, the Mayor ~~or Vice Mayor~~ may grant the request outright.

If the Agenda Committee denies the request, then the requesting councilmember may make the request through the City Manager. In that instance, the City Manager would ensure an item would be added to the next City Council meeting agenda under "Council Reports" to discuss the request for the item to be added to another future agenda. When discussing the request during "Council Reports," as an ordinary agenda item where parliamentary rules of procedure apply, the entire Council would consider the request to add the item to a future agenda. If a majority of the Council votes to grant the request, the councilmember who made the request will work with the City Manager and a member of the Agenda Committee to agendize the requested item for a future agenda, as soon as practicable considering staff input on operational and budgetary capacity, on a date agreed upon by the councilmember, Agenda Committee representative, and the City Manager.

B. Proclamations: To the extent possible, Councilmembers must submit Proclamations requests to the Mayor or Vice Mayor and the City Clerk at least two weeks in advance of the event for recognition of the person who is the subject of the Proclamation. The Proclamation must have a contact name, email/phone number, and a sample of the wording.

C. Special Presentations: Councilmembers must submit requests for special presentations to the Mayor/Vice Mayor for consideration of agenda placement at the Mayor/Vice Mayor meeting.

D. Letter of Support: If a letter of support is written in an individual Councilmember's capacity, the letter shall reflect that it reflects only the viewpoint of the author and not the full City Council. The author shall provide the City Clerk a copy of the letter for official retention.

SECTION 8: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH THE PUBLIC IN PUBLIC MEETINGS

A. Introduction: Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

B. Equitable Time Limits: The chair will determine and announce limits on speakers at the start of the public hearing process.

C. Practice Active Listening: While questions or clarification may be asked, a Member's primary role during public testimony is to listen.

D. Maintain an Open Mind: The public deserves an opportunity to influence the thinking of elected and appointed officials and Members shall maintain an open mind.

E. Avoid Debate or Argument: Only the chair – not individual members – can interrupt a speaker during a presentation. However, a Member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

SECTION 9: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH THE CITY STAFF

A. Introduction: Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the City Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

B. Respect City Staff: Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards City staff is not acceptable.

C. Council Requests to City Manager: City Council requests that deal with policy or fiscal issues or requests that may be construed as direction shall be directed to the City Manager. City Council members may contact department directors for general inquiries or questions. City Council members may also correspond directly with the City Attorney.

D. Council Agenda Questions: City Council requests for answers to questions on council agenda items should be submitted to the City Manager, City Attorney or relevant department director or manager prior to the meeting whenever possible.

E. Avoid Disruption: Members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Members should not attend City staff meetings unless requested by City staff, as the Member's presence may imply support, show partiality, intimidate City staff, or hamper City staff's ability to do their job objectively.

F. Refrain from Public Criticism: Members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Councilmember comments about City staff performance should only be made to the City Manager or City Attorney through private correspondence or conversation. Appointed officials should make their comments regarding City staff to the City Manager, City Attorney, or the Mayor.

G. Avoid Administrative Functions: Members acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

H. Refrain from Political Influence: Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

I. No Attorney-Client Relationship: Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff, and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the City Attorney.

SECTION 10: CITY COUNCIL CONDUCT WITH ADVISORY BODIES

A. Introduction: The City has established several Advisory Bodies as a means of gathering more community input. Residents who serve on Advisory Bodies become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

B. Conduct at Advisory Body Meetings: Councilmembers may attend any Advisory Body meeting, which are always open to any member of the public. However, Councilmembers should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – that could be viewed as unfairly affecting the process. Any public comments by a Councilmember at an Advisory Body meeting should be clearly made as individual opinion and not a representation of the viewpoint of the entire City Council. Individual Councilmembers are also responsible to ensure compliance with the Brown Act at all times.

C. Limit Contact with Advisory Body Members: It is inappropriate for a Councilmember to contact an Advisory Body member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Advisory Body members in order to clarify a position taken by the Board, Committee or Commission.

D. Respect the Role of Advisory Body Members: The City Council appoints individuals to serve on Advisory Bodies, and it is the responsibility of Advisory Bodies to follow policy established by the City Council. However, Advisory Body members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Advisory Body members with removal if they disagree about an issue. Appointment and re-appointment to an Advisory Body should be based on such criteria as expertise, ability to work with City staff and the public, and commitment to fulfilling official duties. A Board, Committee, or Commission appointment should not be used as a political "reward."

E. Be Respectful of Diverse Opinions: A primary role of Advisory Bodies is to represent many points of view in the community and to provide the City Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Advisory Bodies, but must be fair and respectful of all residents serving on Advisory Bodies.

F. Refrain from Political Influence: Advisory Body members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Advisory Body members who are running for office, but not in an official forum in their capacity as a Councilmember.

SECTION 11: CONDUCT OF CITY STAFF RELATED TO PUBLIC MEETINGS

A. Staff Report Writing: The City Manager shall supervise and approve all City staff reports that are published as part of the City Council agenda. City staff shall prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule. Furthermore, the City Manager shall advise management staff of potentially political or controversial issues coming before the City

Council and direct City staff to be present and appropriately prepared at City Council meetings.

B. Council Inquiries: City staff shall be available for questions from City Council members in accordance with the Brown Act prior to and during meetings and shall respond to questions during meetings only when requested to do so by Council members, the City Manager, or the City Attorney.

C. Decorum: City staff shall refrain from arguing with the City Council members, Advisory Body members, and the public. Electronic equipment that is not otherwise being used for public meeting purposes shall be set to silent or off mode during public meetings.

D. Keeping Council Informed: To the extent permitted by the Brown Act, the City Manager and City staff shall keep the Mayor and City Council members informed of significant issues in the City of East Palo Alto.

SECTION 12: CONDUCT WITH THE MEDIA

A. Introduction: Councilmembers are frequently contacted by the media for background and quotes. The best advice for dealing with the media is to never go "off the record." Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. However, one bad experience can be catastrophic. Words that are not said cannot be quoted.

B. Mayor as Spokesperson: The Mayor is the designated representative of the City Council to present and speak on an official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

C. Choose Words Carefully: Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

D. Limits on Advisory Body Members: Advisory Body members are not authorized to represent the City outside of official advisory body meetings unless specifically authorized to do so.

SECTION 13: SANCTIONS

A. Acknowledgement of Code of Ethics and Conduct: Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Advisory Body members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

B. Standards and Expectations: The Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the City Council, and Advisory Bodies. Members have the primary responsibility to assure that ethical standards are understood and met, and that the

public can continue to have full confidence in the integrity of government. The Mayor and City Council, and chairs of City Advisory Bodies have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

C. Councilmember Sanctions: Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or censured by the City Council, lose seniority or committee assignments (both within the City of East Palo Alto and with intergovernmental agencies) or other privileges afforded by the Council (i.e., restrictions on official City travel).

Individual Councilmembers should point out to the offending Councilmember the perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full City Council.

D. Advisory Body Member Sanctions:

1. Counseling: Counseling and verbal warnings may be administered by the Mayor to an Advisory Body member failing to comply with City policy. This lower level of sanctions shall be kept private to the degree allowed by law. The Mayor shall advise the chair of the respective Advisory Body of the counseling or verbal warning, and also notify the City Manager, City Attorney, and City Clerk.

2. Investigation: When deemed warranted, the Mayor or majority of City Council may call for an investigation of an Advisory Body member's conduct. In addition, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor, or City Council in compliance with the Brown Act. The Mayor or City Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

3. Discipline: Written reprimands, censure and removal are all options available to the City Council for disciplining an Advisory Body member failing to comply with City policy. Any form of discipline imposed by City Council shall be determined by a majority vote of at least a quorum of the City Council at a noticed public meeting and such action shall be preceded by a report to City Council with supporting documentation.

4. Alternative Remedy: These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 1.13 of the State Bar Rules of Professional Conduct, who knows or reasonably believes a Member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably

imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

E. Inappropriate City Staff Behavior: Councilmembers should refer to the City Manager, or City Attorney as appropriate, any City staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

SECTION 14: IMPLEMENTATION

The Code of Ethics and Conduct is an expression of the standards of conduct expected by the City for its elected and appointed officials. It therefore becomes most effective when Members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, Advisory Bodies, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and update it as necessary.

Example:

I affirm that I have read and understand the City of East Palo Alto Code of Ethics and Conduct for Elected and Appointed Officials.

_____ _____

Signature Date

EXHIBIT A

ADMINISTRATIVE POLICY

SUBJECT: CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

SECTION 1: POLICY

This policy shall be referred to as the Code of Ethics and Conduct for Elected and Appointed Officials ("Code of Ethics and Conduct").

SECTION 2: PURPOSE

The City of East Palo Alto ("City") has established this Code of Ethics and Conduct for members of the City Council and the City's boards, commissions, and committees to assure public confidence in the integrity of local government and its effective and fair operation. The Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and members of City boards, commissions, and committees should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

SECTION 3: APPLICABILITY

This Code of Ethics and Conduct applies to the East Palo Alto City Council ("City Council"), and City boards, commissions, and committees ("Advisory Bodies"). For ease of reference in the Code of Ethics and Conduct, the term "Member" refers to any member of the City Council or City Advisory Bodies established by City ordinance, resolution, or Council policy.

SECTION 4: ETHICS

A. Introduction: The residents and businesses of the City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

1. Comply with both the letter and spirit of the laws and policies affecting the operations of government;
2. Are independent, impartial and fair in their judgment and actions;
3. Use their public office for the public good, not for personal gain; and
4. Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

B. Rule: Members shall comply with all applicable ethics laws, rules, and guidelines, including those set forth in this section.

C. Act in the Public Interest: Recognize that stewardship of the public interest must be their primary concern, and that Members will work for the common good of the people of East Palo Alto and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims and transactions coming before them.

D. Comply with both the spirit and the letter of the Law and City Policy: Members shall comply with the laws of the nation, the State of California, and the City of East Palo Alto in the performance of their public duties.

E. Conduct of Members: The professional and personal conduct of Members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of City Council, Advisory Bodies, City staff or the public.

F. Respect for Process: Members shall perform their duties in accordance with the processes and rules of order established by the City Council.

G. Conduct at Public Meetings: Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.

H. Decisions Based on Merit: Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the Member is called upon to determine and apply facts particular to an individual case), Members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

I. Communication: For adjudicative matters pending before the body, Members shall refrain from receiving information outside of an open public meeting or agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.

J. Conflict of Interest: In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (1) a material financial interest, (2) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (3) a strong personal bias.

A Member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission ("FPPC") or other appropriate state agency, a Member shall not participate in a decision unless and until he or she has requested and received advice allowing the Member to participate. A Member shall diligently pursue obtaining such advice. The Member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to Members, the City Attorney represents the City and not individual members.

In accordance with the law, Members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

K. Gifts and Favors: Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

L. Confidential Information: Members must maintain the confidentiality of all written materials and verbal information provided to Members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

M. Use of Public Resources: Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

N. Representation of Private Interests: In keeping with their role as stewards of the public interest, members of City Council shall not appear on behalf of the private interests of third parties before the City Council or any Advisory Body or proceeding of the City, nor shall members of any Advisory Body appear before their own bodies or before the City Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

O. Advocacy: Members shall represent the official policies or positions of the City Council, or Advisory Body, to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members shall explicitly state they do not represent their Advisory Body or the City of East Palo Alto, nor will they allow the inference that they do. Councilmembers and Advisory members have the right to endorse candidates for all Council seats or other elected offices. However, it is inappropriate to mention or display endorsements during City Council meetings, or Advisory Body meetings, or other official City meetings.

P. Policy Role of Members: Members shall respect and adhere to the council-manager structure of City government as outlined in the East Palo Alto Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Advisory Bodies, and the public. Except as provided by the East Palo Alto Municipal Code, Members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of City staff to implement Council policy decisions.

Q. Independence of Advisory Bodies: Members of City Council shall refrain from using their position to unduly influence the deliberations or outcomes of Advisory Body proceedings. This is necessary due to the value of the independent advice of Advisory Bodies to the public decision-making process.

R. Positive Workplace Environment: Members shall support the maintenance of a positive and constructive workplace environment for City employees and for residents and businesses interacting with the City. Members shall recognize their special role in dealings with City employees and shall not create the perception of inappropriate direction to City staff.

SECTION 5: CONDUCT RULES

The Conduct Rules set forth in Sections 6-14 are designed to describe the manner in which Members should treat one another, City staff, constituents, and others they come into contact with while representing the City of East Palo Alto.

SECTION 6: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH EACH OTHER IN PUBLIC MEETINGS

A. Introduction: Members are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

B. Respect the Chair: It is the responsibility of the chair to keep the comments of Members on track during public meetings. Members should respect efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

C. Practice Civility and Decorum: Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

D. Avoid Offensive Comments: If a Member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

E. Demonstrate Effective Problem-solving Approaches: Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

SECTION 7: CITY COUNCIL AGENDA SETTING

A. Agenda Setting Process:

1. *The Agenda Committee*. The Agenda Committee is comprised of the Mayor and Vice Mayor. The charge of the Agenda Committee is to work with Staff to plan City Council Meetings. There are three primary purposes to Agenda Committee meetings: 1) to plan how City Council Meetings will be conducted, including review of approximate time allocations for agenda item presentations and to ensure adequate time for large complex items; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings, including items to be included on future meeting agendas.

   Consideration in building the agenda should be given to the potential length of the meeting and at what point items of significant public concern may be heard. The purpose of the meeting is not to work on policy issues. Normally, the Mayor and Vice Mayor attend the Agenda Committee meetings with the City Manager, City Attorney, and other staff, as appropriate. The Mayor and Vice Mayor's roles are to represent the interests of the entire Council.

2. *Councilmember Requests to the Agenda Committee*. A City Council member may submit a request to the Agenda Committee to add a matter to a future meeting agenda. The request may be written directly to the Agenda Committee or made verbally under Council Reports at any public meeting of the Council. The request will be considered at the Agenda Committee meeting.
   i. *The Decision.* The Agenda Committee may grant any such request as a matter of courtesy without further discussion and will agendize the requested item for a future agenda as soon as practicable, considering staff input on operational and budgetary capacity. If the Agenda Committee is unable to arrive at a consensus on the request, the Mayor or Vice Mayor may grant the request outright.

      If the Agenda Committee denies the request, then the requesting councilmember may make the request through the City Manager. In that instance, the City Manager would ensure an item would be added to the next City Council meeting agenda under "Council Reports" to discuss the request for the item to be added to another future agenda. When discussing the request during "Council Reports," as an ordinary agenda item where parliamentary rules of procedure apply, the entire Council would consider the request to add the item to a future agenda. If a

majority of the Council votes to grant the request, the councilmember who made the request will work with the City Manager and a member of the Agenda Committee to agendize the requested item for a future agenda, as soon as practicable considering staff input on operational and budgetary capacity, on a date agreed upon by the councilmember, Agenda Committee representative, and the City Manager.

B. Proclamations: To the extent possible, Councilmembers must submit Proclamations requests to the Mayor or Vice Mayor and the City Clerk at least two weeks in advance of the event for recognition of the person who is the subject of the Proclamation. The Proclamation must have a contact name, email/phone number, and a sample of the wording.

C. Special Presentations: Councilmembers must submit requests for special presentations to the Mayor/Vice Mayor for consideration of agenda placement at the Mayor/Vice Mayor meeting.

D. Letter of Support: If a letter of support is written in an individual Councilmember's capacity, the letter shall reflect that it reflects only the viewpoint of the author and not the full City Council. The author shall provide the City Clerk a copy of the letter for official retention.

SECTION 8: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH THE PUBLIC IN PUBLIC MEETINGS

A. Introduction: Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

B. Equitable Time Limits: The chair will determine and announce limits on speakers at the start of the public hearing process.

C. Practice Active Listening: While questions or clarification may be asked, a Member's primary role during public testimony is to listen.

D. Maintain an Open Mind: The public deserves an opportunity to influence the thinking of elected and appointed officials and Members shall maintain an open mind.

E. Avoid Debate or Argument: Only the chair – not individual members – can interrupt a speaker during a presentation. However, a Member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Member finds disturbing.

SECTION 9: ELECTED AND APPOINTED OFFICIALS' CONDUCT WITH THE CITY STAFF

A. Introduction: Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the City Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

B. Respect City Staff: Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards City staff is not acceptable.

C. Council Requests to City Manager: City Council requests that deal with policy or fiscal issues or requests that may be construed as direction shall be directed to the City Manager. City Council members may contact department directors for general inquiries or questions. City Council members may also correspond directly with the City Attorney.

D. Council Agenda Questions: City Council requests for answers to questions on council agenda items should be submitted to the City Manager, City Attorney or relevant department director or manager prior to the meeting whenever possible.

E. Avoid Disruption: Members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Members should not attend City staff meetings unless requested by City staff, as the Member's presence may imply support, show partiality, intimidate City staff, or hamper City staff's ability to do their job objectively.

F. Refrain from Public Criticism: Members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Councilmember comments about City staff performance should only be made to the City Manager or City Attorney through private correspondence or conversation. Appointed officials should make their comments regarding City staff to the City Manager, City Attorney, or the Mayor.

G. Avoid Administrative Functions: Members acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

H. Refrain from Political Influence: Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

I. No Attorney-Client Relationship: Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff, and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the City Attorney.

SECTION 10: CITY COUNCIL CONDUCT WITH ADVISORY BODIES

A. Introduction: The City has established several Advisory Bodies as a means of gathering more community input. Residents who serve on Advisory Bodies become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

B. Conduct at Advisory Body Meetings: Councilmembers may attend any Advisory Body meeting, which are always open to any member of the public. However, Councilmembers should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – that could be viewed as unfairly affecting the process. Any public comments by a Councilmember at an Advisory Body meeting should be clearly made as individual opinion and not a representation of the viewpoint of the entire City Council. Individual Councilmembers are also responsible to ensure compliance with the Brown Act at all times.

C. Limit Contact with Advisory Body Members: It is inappropriate for a Councilmember to contact an Advisory Body member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Advisory Body members in order to clarify a position taken by the Board, Committee or Commission.

D. Respect the Role of Advisory Body Members: The City Council appoints individuals to serve on Advisory Bodies, and it is the responsibility of Advisory Bodies to follow policy established by the City Council. However, Advisory Body members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Advisory Body members with removal if they disagree about an issue. Appointment and re-appointment to an Advisory Body should be based on such criteria as expertise, ability to work with City staff and the public, and commitment to fulfilling official duties. A Board, Committee, or Commission appointment should not be used as a political "reward."

E. Be Respectful of Diverse Opinions: A primary role of Advisory Bodies is to represent many points of view in the community and to provide the City Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Advisory Bodies, but must be fair and respectful of all residents serving on Advisory Bodies.

F. Refrain from Political Influence: Advisory Body members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Advisory Body members who are running for office, but not in an official forum in their capacity as a Councilmember.

SECTION 11: CONDUCT OF CITY STAFF RELATED TO PUBLIC MEETINGS

A. Staff Report Writing: The City Manager shall supervise and approve all City staff reports that are published as part of the City Council agenda. City staff shall prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule. Furthermore, the City Manager shall advise management staff of potentially political or controversial issues coming before the City Council and direct City staff to be present and appropriately prepared at City Council meetings.

B. Council Inquiries: City staff shall be available for questions from City Council members in accordance with the Brown Act prior to and during meetings and shall respond to questions during meetings only when requested to do so by Council members, the City Manager, or the City Attorney.

C. Decorum: City staff shall refrain from arguing with the City Council members, Advisory Body members, and the public. Electronic equipment that is not otherwise being used for public meeting purposes shall be set to silent or off mode during public meetings.

D. Keeping Council Informed: To the extent permitted by the Brown Act, the City Manager and City staff shall keep the Mayor and City Council members informed of significant issues in the City of East Palo Alto.

SECTION 12: CONDUCT WITH THE MEDIA

A. Introduction: Councilmembers are frequently contacted by the media for background and quotes. The best advice for dealing with the media is to never go "off the record." Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. However, one bad experience can be catastrophic. Words that are not said cannot be quoted.

B. Mayor as Spokesperson: The Mayor is the designated representative of the City Council to present and speak on an official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

C. Choose Words Carefully: Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

D. Limits on Advisory Body Members: Advisory Body members are not authorized to represent the City outside of official advisory body meetings unless specifically authorized to do so.

SECTION 13: SANCTIONS

A. Acknowledgement of Code of Ethics and Conduct: Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Advisory Body members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

B. Standards and Expectations: The Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the City Council, and Advisory Bodies. Members have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The Mayor and City Council, and chairs of City Advisory Bodies have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

C. Councilmember Sanctions: Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or censured by the City Council, lose seniority or

committee assignments (both within the City of East Palo Alto and with intergovernmental agencies) or other privileges afforded by the Council (i.e., restrictions on official City travel).

Individual Councilmembers should point out to the offending Councilmember the perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full City Council.

D. Advisory Body Member Sanctions:

1. Counseling: Counseling and verbal warnings may be administered by the Mayor to an Advisory Body member failing to comply with City policy. This lower level of sanctions shall be kept private to the degree allowed by law. The Mayor shall advise the chair of the respective Advisory Body of the counseling or verbal warning, and also notify the City Manager, City Attorney, and City Clerk.

2. Investigation: When deemed warranted, the Mayor or majority of City Council may call for an investigation of an Advisory Body member's conduct. In addition, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor, or City Council in compliance with the Brown Act. The Mayor or City Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

3. Discipline: Written reprimands, censure and removal are all options available to the City Council for disciplining an Advisory Body member failing to comply with City policy. Any form of discipline imposed by City Council shall be determined by a majority vote of at least a quorum of the City Council at a noticed public meeting and such action shall be preceded by a report to City Council with supporting documentation.

4. Alternative Remedy: These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 1.13 of the State Bar Rules of Professional Conduct, who knows or reasonably believes a Member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

E. Inappropriate City Staff Behavior: Councilmembers should refer to the City Manager, or City Attorney as appropriate, any City staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

SECTION 14: IMPLEMENTATION

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Example:

I affirm that I have read and understand the City of East Palo Alto Code of Ethics and Conduct for Elected and Appointed Officials.

_____ _____

Signature Date

EAST PALO ALTO CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

TO: Honorable Mayor and Members of the City Council

VIA: John D. Lê, City Attorney, Melvin E. Gaines, City Manager

BY: James Colin, City Clerk

SUBJECT: Discuss Ordering the Submission of a Measure on Term Limits for a Future Municipal Election

Recommendation

Discuss and consider adopting a resolution or directing staff regarding term limits, including the following:

1. Ordering the submission of a ballot measure on term limits for East Palo Alto Councilmembers;
2. Setting the date for the election, including November 3, 2026, General Municipal Election, or some other date set by the Council;
3. Selecting the number of consecutive terms constituting the term limit, including setting that limit to no more than two consecutive four-year terms (8 years), or some other number set by the Council, before sitting out one election cycle;
4. Deciding how to deal with partial terms, including that serving more than half a term (2 years), **or some other number set by the Council,** constitutes a full-term for purposes of the term limit;
5. Setting priorities for filing arguments for or against the ballot measure; and
6. Appoint two members to write the argument for and rebuttal against the ballot measure.

Alignment with City Council Strategic Plan

Priority: Governance, Organizational Strength, and Fiscal Sustainability

Background

The Fiscal Year 2025–2029 Strategic Priorities and FY 2025–2027 Work Plan include Project GOV-2: Conduct Council Term Limit Policy Research. On February 24, 2026, the City Council received a presentation outlining the legal framework for establishing term limits, the process for placing a measure on the ballot, and policy considerations. The Council directed staff to return with a proposed measure and supporting materials for consideration.

On March 3, 2026, the City Council further discussed the possibility of placing a term limits measure on the June 2026 election ballot. Following deliberation, the Council did not approve moving forward with placement on the June ballot. As a result, the Council has since expressed interest in advancing the measure for consideration at a later election, specifically the November 3, 2026, General Municipal Election.

Based on Council direction and subsequent discussion, the proposed framework for term limits has been refined. The proposal would limit Councilmembers to no more than two consecutive four-year terms. A Councilmember who reaches the limit would be required to sit out at least one full election cycle before becoming eligible to run again. Additionally, more than half of a term would count as a full term for purposes of calculating term limits. Consistent with State law, the measure would apply prospectively only and would not count terms served prior to its effective date.

This report presents the proposed measure for placement on the November 3, 2026 General Election ballot.

Analysis

Relevant Elections Background

As a general law city, the City of East Palo Alto is governed by state law, including Government Code section 36502. That statute authorizes a city council to propose, or voters to propose by initiative, a measure imposing term limits on councilmembers. Any such measure must be approved by a majority of voters and may apply only prospectively. Completed prior service cannot be retroactively counted as a term for purposes of a new limitation.

Term limits are commonly justified as a means of encouraging leadership rotation, broadening civic participation, and introducing new perspectives into policymaking. Across California, many cities and counties have adopted some form of limitation on consecutive or lifetime service. The State of California similarly imposes lifetime limits on members of the Legislature and statewide constitutional officers.

The Council has requested that staff return with draft ballot language and a proposed resolution calling an election, along with contextual information to support an informed policy decision.

Term Limits in San Mateo County

As the Council has yet to make a definitive decision on the nature of the term limits, staff has summarized San Mateo County term limits data presented February 24, 2026. The February 24 Agenda Report contains the full table.

A 2024 survey conducted by the City of Brisbane found that only six cities in San Mateo County currently impose council term limits. Those approaches vary. Supervisors of the San Mateo County Board of Supervisors are also ineligible to serve more than three consecutive terms in office.

The Cities of Pacifica and Foster City limit councilmembers to two consecutive terms, although Foster City's ordinance permits additional service after a break in tenure. Millbrae, San Mateo, and San Bruno impose three consecutive term limits, with variations in how partial terms are counted. Redwood City allows up to four consecutive terms and excludes certain partial terms from the calculation. In addition, members of the San Mateo County Board of Supervisors are limited to three consecutive terms.

Most of these cities require a councilmember who reaches the maximum number of consecutive terms to sit out at least one election cycle before seeking office again. A smaller number of California cities impose lifetime limits rather than consecutive limits.

The proposal under discussion in East Palo Alto, two consecutive four-year terms with a required break and counting partial terms over two years as full terms, would align with the mid-range of existing county practice.

Proposed Measure for Discussion

Staff has taken a proposal furnished by Mayor Lincoln as a starting point. Staff has included an ordinance and resolution for the Council's consideration and adoption (if that is the Council's desire).

The draft ordinance prepared based on Council input would limit Councilmembers to two consecutive four-year terms beginning after the measure's effective date. A Councilmember who completes two consecutive terms would be ineligible to run again until at least one intervening election cycle has passed. A partial term exceeding two years would count as a full term. Because Government Code section 36502 requires prospective application, the measure would not count any term that began before its effective date.

Term Limits in San Mateo County

Term limits policies vary across cities within San Mateo County. Some cities, such as Pacifica and Foster City, impose limits of two consecutive terms, while others, including San Mateo, San Bruno, and Millbrae, impose limits of three consecutive terms. Most jurisdictions that impose term

limits also require a break in service before a former officeholder may seek election again. The proposed two-term limit for East Palo Alto would place the City on the more restrictive end of local practice, emphasizing leadership rotation and expanded opportunities for community participation.

Election Timing – November 3, 2026

The proposed measure would be placed on the November 3, 2026, General Election ballot. Historically, November elections in East Palo Alto have resulted in significantly higher voter turnout than other election cycles. Over recent election cycles, November turnout has averaged more than 50 percent, compared to substantially lower participation in other elections.

Placing the measure on the November ballot would maximize voter participation, enhance representational legitimacy, and ensure that the decision reflects the will of a broader segment of the community. If approved, the measure would take effect following certification of the election results and would apply prospectively to future terms, including those beginning after the 2026 election.

Impact on other Potential Ballot Measures

From a campaign strategy and voter behavior perspective, placing a term limits measure on the same ballot as a proposed bond initiative introduces material risk to the bond's likelihood of passage.

First, bond measures typically require a higher approval threshold (often two-thirds, depending on the structure), which makes them highly sensitive to voter sentiment, message discipline, and turnout composition. In contrast, a term limits measure requires only a simple majority and can attract attention as a governance reform issue that may be more emotionally or politically charged. When multiple salient measures appear on the same ballot, there is a well-documented "ballot environment" effect: voter attitudes toward one measure can spill over and influence perceptions of others, particularly when trust in government is implicated.

Second, if the Council or broader community is divided on term limits, the measure could generate organized opposition or competing campaigns. Even a moderately contested term limits measure can create a negative campaign environment, including critiques of incumbency, governance practices, or institutional trust. Those narratives can unintentionally undermine voter confidence in the City as a steward of public funds, which is a critical determinant of bond measure success. In practice, opposition messaging against term limits can overlap with or be repurposed to argue against new public financing, regardless of the merits of the bond itself.

Third, campaign resource allocation becomes more complex when multiple measures are on the ballot. Community leaders, advocacy groups, and donors may split their attention, funding, and

volunteer capacity between measures. For a bond initiative that requires sustained voter education and outreach to meet a supermajority threshold, dilution of campaign resources can be consequential. Additionally, voter fatigue may reduce the effectiveness of messaging if residents are asked to evaluate multiple substantive policy questions simultaneously.

Fourth, the presence of a term limits measure may alter turnout dynamics. Governance-focused measures can mobilize voters who are motivated by dissatisfaction or reform-oriented concerns. While higher turnout is generally beneficial, the composition of that turnout matters. If additional voters are mobilized primarily around anti-incumbent or anti-government sentiment, that electorate may be less inclined to support a bond measure requiring trust in long-term fiscal commitments.

Finally, there is no immediate policy urgency that necessitates placing term limits on the 2026 ballot. Because any adopted term limits would apply prospectively, the earliest practical effect would begin with terms commencing after the November 2028 election cycle. Deferring the measure does not change its substantive impact but does allow the City to sequence major ballot efforts more strategically.

For these reasons, separating the timing of a term limits measure from a bond initiative would reduce campaign interference, preserve message clarity, and improve the probability that each measure is evaluated by voters on its own merits.

Conclusion

The proposed term limits measure reflects City Council direction and incorporates key policy elements, including a two consecutive term limit, a requirement to sit out one full election cycle after reaching the limit, and a provision that more than half of a term counts as a full term. The measure would apply prospectively and would be placed on November 3, 2026, General Election ballot.

Staff seeks Council direction regarding:

1. Whether to proceed with the November 3, 2026;
2. Selecting the number of consecutive terms constituting the term limit, including setting that limit to no more than two consecutive four-year terms (8 years) before sitting out one election cycle;
3. Deciding how to deal with partial terms, including that serving more than half a term (2 years) constitutes a full-term for purposes of the term limit;
4. Setting priorities for filing arguments for or against the ballot measure; and
5. Whether to appoint two members to write the argument for and rebuttal against the ballot measure.

Fiscal Impact

The cost estimate for holding an election November of this year ranges from $75,500 to $90,600

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, the proposed does not involve an entitlement.

Analysis of Levine Act Compliance: Not applicable.

Attachments

1. Timeline for November 2026 Election

2. Resolution & Ordinance Regarding November 3, 2026, Term Limits Ballot Measure

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST PALO ALTO CALLING AND ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF EAST PALO ALTO A MEASURE TO AMEND THE MUNICIPAL CODE TO ESTABLISH TERM LIMITS FOR CITY COUNCIL POSITIONS

WHEREAS, at its duly noticed regular meeting held on March 3, 2026, the City Council determined to submit a proposed measure regarding City Council term limits to the voters of the City pursuant to Elections Code Section 9222 and Government Code Section 36502; and

WHEREAS, in accordance with Elections Code Section 10002 and 10403, the San Mateo County Board of Supervisors is requested to consolidate the City of East Palo Alto Municipal Election with the Statewide General Election to be held November 3, 2026; and

WHEREAS, the City of East Palo Alto hereby requests that the San Mateo County Board of Supervisors permit the San Mateo County Registrar of Voters to perform services in connection with the consolidated election at the request of the City Clerk. These services are to include all necessary services related to official ballot creation, sample ballot and voter information pamphlet preparation, vote-by-mail, polling places, poll workers, voter registration, voting machines, canvass operations, and any and all other services necessary for the conduct of the consolidated election; and

WHEREAS, the City Council desires to submit this measure to be placed on the ballot at the consolidated Municipal Election.

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

SECTION 1. Pursuant to Elections Code Section 10403, the City Council hereby calls an election to be consolidated with the Statewide Election on November 3, 2026, for the purpose of submitting the measure to a vote of the qualified voters of the City of East Palo Alto, and hereby requests the San Mateo County Board of Supervisors to consolidate this election with the Statewide General Election on November 3, 2026. The consolidated Municipal Election shall be held and conducted in the manner prescribed by Elections Code Section 10418.

SECTION 2. The City Council pursuant to its right and authority does order to be submitted to the voters at the General Municipal Election the following question:

Shall the measure providing that no person shall be eligible to serve for more than [two(2)] / [three (3)] consecutive full terms on the City Council be adopted, with service of partial terms exceeding two years qualifying as a full term?	YES
	NO

SECTION 3. The full text of the proposed measure submitted to the voters is attached as Exhibit A to this Resolution, which is incorporated herein by this reference. To be effective, a majority of the City Council must vote to place the measure on the ballot and a majority of the voters voting on the measure must vote in the affirmative.

SECTION 4. The City Council hereby requests the San Mateo County Registrar of Voters to provide all services necessary to conduct the General Municipal Election and to canvass the results of the General Municipal Election. The City will reimburse San Mateo County for the actual cost incurred in conducting the election when the work is completed and upon receipt of a bill stating the amount due as determined by the elections official.

SECTION 5. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. Notice of the time and place of holding the election is given and the City Clerk is authorized and directed to give further or additional notice of the election as required by law. The hours during which the polling places shall be open shall be the hours established for the consolidated General Municipal Election.

SECTION 7. The City Clerk is hereby directed to do all things required by law to effectuate the consolidated General Municipal Election and to present the measure submitted herein to the electorate, including but not limited to required publications, postings, notices, and filings.

SECTION 8. Pursuant to Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of this resolution to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure to the existing law and the operation of the measure, and transmit the impartial analysis to the City Clerk within 15 days of the adoption of this Resolution.

SECTION 9. Arguments for and against, not to exceed 300 words in length, may be filed consistent with Election Code Section 9282 requirements. The City Council, or any members of the City Council authorized by the City Council, may file a direct argument for or against the measure and a rebuttal argument. Pursuant to Elections

Code Section 9285, the City Council hereby permits rebuttal arguments if arguments have been filed for or against the measure.

SECTION 10. The measure, impartial analysis, any arguments for and against, and any rebuttal arguments filed under the authority of the Elections Code shall be available for public examination in the City Clerk's office pursuant to Elections Code Section 9295 for 10 calendar days, a period that shall begin immediately following the last filing deadline for the submission of such materials.

SECTION 11. The City Clerk is hereby directed to file a certified copy of this Resolution with the San Mateo County Board of Supervisors and the San Mateo County Registrar of Voters.

ADOPTED this March 3, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SIGNED:

_____
Webster Lincoln, Mayor

ATTEST:

_____
James Colin, City Clerk

APPROVED AS TO FORM:

John D. Lê

ORDINANCE NO.
CITY OF EAST PALO ALTO, COUNTY OF SAN MATEO
STATE OF CALIFORNIA

****

AN ORDINANCE OF THE CITY OF EAST PALO ALTO ADDING ARTICLE IV TO CHAPTER 2.08 OF TITLE 2 OF THE EAST PALO ALTO MUNICIPAL CODE REGARDING TERM LIMITS FOR COUNCILMEMBERS

NOW THEREFORE, THE PEOPLE OF THE CITY OF EAST PALO ALTO DO ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF THE EAST PALO ALTO MUNICIPAL CODE.

Article IV of Chapter 2.08 of Title 2 of the East Palo Alto Municipal Code is hereby added to read as follows:

> **Article IV – Term Limits**
>
> **2.08.190 Term limits for councilmembers.**
>
> No person shall be eligible to serve as a member of the City Council for more than [two] / [three] consecutive four-year terms. If a person serves a partial term that exceeds two years, that partial term shall be considered a full term for purposes of this section. The section shall apply only to terms that begin after the effective date of this ordinance.

SECTION 2. EFFECTIVE DATE.

This Ordinance shall take effect as provided in Section 9217 of the Elections Code of the State of California.

SECTION 3. PUBLICATION.

The City Clerk shall publish this Ordinance according to law.

SECTION 4. ATTESTATION.

The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on June 2, 2026, by signing where indicated below.

* * *

I hereby certify that the foregoing Ordinance was passed, approved and adopted by the People of the City of East Palo Alto on the 2nd day of June, 2026.

_____
Date

_____
Mayor

ATTEST:

_____
City Clerk

EAST PALO ALTO INITIATIVE QUALIFICATION CALENDAR
NOVEMBER 5, 2026, ELECTION

DATE	STEPS	DESCRIPTION
July 7, 2026*[1]	Adopt Resolution Ordering the Submission of a Measure at the November 3, 2026, General Municipal Election	The City may submit to the voters, via ordinance or resolution, a proposition for the enactment of any ordinance, to be voted upon at any succeeding regular city election, and if the submitted proposition receives a majority of the votes cast on it at the election, the ordinance shall be enacted accordingly. The election shall be held not less than 88 days after the date of the order of election. Elec. Code § 9222; Gov. Code § 36502
July 28, 2026[2]	Last Day to Submit or Amend Measure at Regular City Council Meeting	Last regular City Council meeting to submit or amend the ordinance to the voters before the 88-day deadline. Elec. Code § 9222
August 11, 2026*	Submission of Opening Arguments (If Election is Not Consolidated)	Elections Code § 9286(a) specifies that the date for submitting opening arguments must be fixed 14 days from the date of the order of election. However, this provision does not apply if the election is consolidated with the statewide general election pursuant to Election Code § 10403, in which case Council either fixes the dates for submission of arguments or directs the Clerk to do so. (Because the City is likely to consolidate the November municipal election with the statewide election, the City Council will have discretion regarding the date for submission of arguments, so this date is included for illustrative purposes only.) Elec. Code §§ 9282, 9286
August 7 – 21, 2026*[3]	Submission of Impartial Analysis	The city attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city. The analysis shall be printed preceding the arguments for and against the measure. The analysis shall not exceed 500 words in length. Elec. Code § 9281
August 7, 2026	Last Day for the Measure to be placed on the	Last day for the City Council to place the measure on the ballot for the November 3, 2026 election (88 days before Election Day).

EAST PALO ALTO INITIATIVE QUALIFICATION CALENDAR
NOVEMBER 5, 2026, ELECTION

	November 2026 Election	Last day for the City Council to adopt a resolution requesting consolidation of election with statewide election (88 days before Election Day). Elec. Code §§ 9222, 10403
August 21, 2026*	Submission of Rebuttal Arguments	Last day for supporters and opponents to submit rebuttal arguments (10 days from submission of opening argument). Elec. Code § 9285
August 22 – August 31, 2026*[4]	Public Inspection Period	Public inspection period during which petition for writ of mandate can be filed to challenge ballot materials. This 10-calendar day period runs immediately following the deadline for submission of ballot materials, the last day of which is the submission of rebuttal arguments. Elec. Code § 9295
November 3, 2026	Election Day	Election Day
December __, 2026*	Effective Date (if passed)	Measure goes into effect 10 days after the City Council certifies the vote. Elec. Code § 9217

[1] Dates marked with an asterisk (*) are approximate. This calendar is provided as a guideline; there are contingencies and unanticipated events that could alter the timeline.
[2] This date assumes that the City Council will hold a meeting on this day.
[3] The submission is fixed by resolution, typically either 10 days from the order of election or the day that opening arguments are due to be submitted, but because the statute does not specify a deadline, the date could be fixed as late as the last day to submit rebuttal arguments.
[4] It is important for the Clerk to coordinate with the County Registrar of Voters to ensure that the public inspection period is consistent with the Registrar's printing deadlines.