



SPECIAL AND REGULAR MEETING MINUTES

Date: 2/25/2020
Time: 5:30 p.m.
Location: City Council Chambers
701 Laurel St., Menlo Park, CA 94025

5:30 p.m. Closed Session (City Hall - “Downtown” Conference Room, 1st Floor)

Mayor Taylor called the meeting to order at 5:30 p.m.

Roll Call

Present: Carlton, Combs, Nash, Mueller, Taylor
Absent: None
Staff: City Manager Starla Jerome-Robinson, Assistant City Manager Nick Pegueros, City Attorney William McClure, Assistant City Attorney Cara Silver, City Clerk Judi A. Herren (excused at 5:35 p.m.), Administrative Services Director Lenka Diaz, Human Resources Manager Theresa DellaSanta, Sloan Sakai Law representative Genevieve Ng

Public Comment

- Management Analyst II Mike Noce, with donated time from GIS Coordinator II Whitney Loy, discussed external factors impacting Menlo Park employees and turnover impacts to the organization.

CL1. Labor negotiations (Gov. Code section 54957.6)

Agency designated representatives: City Manager Starla Jerome-Robinson, Assistant City Manager Nick Pegueros, City Attorney Bill McClure, Administrative Services Director Lenka Diaz, Human Resources Manager Theresa DellaSanta

Employee Organization: American Federation of State, County, and Municipal Employees Local 829 (AFSCME) and Confidential employees; Service Employees International Union Local 521 (SEIU); Menlo Park Police Sergeants Association (PSA); Menlo Park Police Officers’ Association (POA); and Unrepresented Management

Mayor Taylor adjourned to the regular session at 7 p.m.

7:00 p.m. Regular Session

A. Call To Order

Mayor Taylor called the meeting to order at 7:09 p.m.



B. Roll Call

Present: Carlton, Combs, Nash, Mueller (excused at 7:57 p.m.), Taylor
Absent: None
Staff: City Manager Starla Jerome-Robinson, City Attorney William McClure, City Clerk Judi A. Herren

C. Pledge of Allegiance

Mayor Taylor led the Pledge of Allegiance.

D. Report from Closed Session

None.

E. Public Comment

- Bill Kirsch spoke on concerns regarding the dangers at the Alma Street and Ravenswood Avenue intersection.

Mayor Taylor reordered the agenda.

H. Regular Business

- H1. Approve the interim service levels provided during the construction of the Belle Haven community center and library project, appropriate \$1 million for interim services, and waive purchasing requirements and increase the city manager purchasing authority to \$500,000 for interim services (Staff Report #20-039-CC)

Finance and Budget Manager Dan Jacobson made the presentation (Attachment).

- Maria Chiprez spoke in support of maintaining or expanding services.
- Maria Elihar spoke in support of maintaining a welcoming environment.
- Nora Saez spoke on concerns regarding the size of the proposed design.
- Ishmael Oseguera spoke in support of retaining the same center and building around the current location, however, if relocation must occur, retain the same size and services.
- Senseria Conley spoke in support of a larger facility.
- Galfira Garcia spoke in support of staying in the current location.
- Sheryl Bims spoke in support of the new center and recognizing the challenges and sacrifices in order to achieve the goal.

The City Council received information on the percentage of Menlo Park residents being served by the current center. The City Council discussed the current services provided and the services presented by staff during the construction of a new facility. The City Council had consensus in not increasing the city managers purchasing authority and 24-hour noticed meetings to approve purchasing for the project.

ACTION: Motion and second (Combs/ Carlton) to approve interim service levels for the Belle Haven Youth

Center, Onetta Harris Community Center, and Menlo Park Senior Center provided during construction of a new facility, appropriate \$1 million to the Belle Haven community center and library project to provide interim services for up to 30 months, waive purchasing requirements to secure facilities, goods, and services required to provide interim services promptly, and approve 24-hour noticed meetings for City Council purchasing approval, passed 4-0-1 (Mueller absent).

Mayor Taylor reordered the agenda.

K. City Councilmember Reports

Mayor Taylor announced the twentieth annual black heritage and gospel festivities at the senior center on Friday, February 28 at 11:20 a.m. Taylor also announced the special City Council meeting on April 14 and the annual advisory body recruitment through April 3.

F. Consent Calendar

Mayor Taylor pulled items F3., F5., and F7.

City Councilmember Carlton pulled items F1., and F6.

City Councilmember Nash pulled item F4.

- F1. Accept the City Council meeting minutes for January 28 and 30, 2020 (Attachment)

City Council discussed the use of the term “transportation” in the City Council discussion on January 30. Mayor Taylor requested the Menlo Park Fire District response letter to the January 30 goal setting meeting be returned for City Council approval.

- F2. Receive and file information on police department’s strategic plan initiative and stakeholder meetings (Staff Report #20-040-CC) (Attachment)

ACTION: Motion and second (Combs/ Carlton) to receive and file information on police department’s strategic plan initiative and stakeholder meetings, passed 4-0-1 (Mueller absent).

- F3. Approve payment of \$91,072 to the County of San Mateo for participation in the fiscal year 2019-20 office of emergency services joint powers agreement (Staff Report #20-041-CC)

City Council confirmed the 2014 policy is scheduled to be updated.

- F4. Approve interim city attorney services agreement with Jorgenson, Siegel, McClure & Flegel, LLP (Staff Report #20-038-CC)

City Council requested “Interim” to be used for city attorney title on City documents (Attachment).

- F5. Receive and file an update on the Menlo Park Transportation Management Association feasibility study (Staff Report #20-042-CC)

- Mickie Winkler spoke on concerns regarding the Steer Group report.

City Council discussed bicycle and pedestrian considerations in the TMA (Transportation Management Association) study and the impact on Vision Zero.

- F6. Adopt Resolution No. 6543 supporting the City's shuttle program for application for the San Mateo County shuttle program fiscal year 2020-21 and fiscal year 2021-22 and authorize the city manager to enter into funding agreements (Staff Report #20-043-CC)

- Adina Levin spoke in support of keeping effective shuttle routes.

The City Council discussed the cost and operational issues of the shuttles.

- F7. Adopt fiscal year 2020-21 budget principles (Staff Report #20-044-CC)

The City Council discussed the budget principles and received clarification on resources across the City.

ACTION: Motion and second (Taylor/ Nash) to adopt fiscal year 2020-21 budget principles, updating 2a (from staff report) to read "Implement City ordinances and City Council adopted initiatives and strategies in order to contribute to the quality of life in Menlo Park", 2c (from staff report) to read "Strive to balance the resources and requirements of each area of the City in an equitable manner through the use of equitable tools", and 1b (from staff report) to read "Invest in technologies that minimize low value-add processes, increase transparency in communications and most efficiently utilize our talented staff", passed 4-0-1 (Mueller absent).

ACTION: Motion and second (Carlton/ Taylor) to approve the consent calendar excluding items F2. and F7., passed 4-0-1 (Mueller absent).

G. Public Hearing

- G1. ~~Adoption of urgency Ordinance No. 1066 amending Chapter 16.79 and Section 16.04.295 [Definition of Dwelling Unit, Secondary] of the Menlo Park Municipal Code to comply with recent State legislation pertaining to accessory dwelling units and junior accessory dwelling units~~
Adoption of urgency Ordinance No. 1066 Amending Chapter 16.79 and Section 16.04.295 [Definition of Dwelling Unit, Secondary] of the Menlo Park Municipal Code to comply with recent State Legislation pertaining to accessory dwelling units and junior accessory dwelling units and direction regarding additional updates (Staff Report #20-048-CC)

Assistant City Attorney Cara Silver and Interim Community Services Director Deanna Chow made the presentation (Attachment).

Mayor Taylor opened the public hearing.

- Michael Doran spoke on the difficulty in comprehending state law and provided suggestions to the ordinance.
- Elias Blawie spoke on concerns with the timeliness of this item and in opposition of the ordinance as presented.
- David Howard requested clarification on fire sprinklers, below market rate, and rent control implications.

Mayor Taylor closed the public hearing.

The City Council discussed a letter received from California Homeownership, fire sprinkler requirements and low cost housing requirements. The City Council received clarification on floor area limit (FAL) on single family lots. The City Council discussed consensus allowing up to 2-bedrooms for all accessory dwelling units.

ACTION: By acclamation, the City Council extended the meeting past 11 p.m.

ACTION: Motion and second (Carlton/ Combs) to adopt urgency Ordinance No. 1066 amending Chapter 16.79 and Section 16.04.295 [Definition of Dwelling Unit, Secondary] of the Menlo Park Municipal Code to comply with recent State legislation pertaining to accessory dwelling units and junior accessory dwelling units and amending proposed ordinance to (1) replace “secondary” with “accessory” throughout ordinance; (2) include a sunset provision to January 1, 2025 for delayed enforcement (amnesty) in Section 16.79.110 (3) increasing the bedroom allotment to two bedrooms for all accessory dwelling units and (4) adding “or designee” following “community development director” whenever an action could be taken, passed 4-0-1 (Mueller absent).

City Council took a break at 11:10 p.m.

City Council reconvened at 11:21 p.m.

G2. Adopt Resolution Nos. 6544, 6545, and 6546 establishing utility underground districts for Alma Street; Downtown Parking Plazas 7 and 8 and Menlo Avenue; and Middlefield Road (Staff Report #20-045-CC)

Senior Project Manager Morad Fakhrai was available for questions.

Mayor Taylor opened the public hearing.

- David Howard spoke in support of undergrounding utilities on Menlo Avenue and on concerns regarding the impact to trees.
- Elias Blawie spoke on concerns about the selected areas for undergrounding.
- City Councilmember Nash read Adina Levin’s comments.

Mayor Taylor closed the public hearing.

City Council discussed the proposed sites for undergrounding utilities and the importance of combining the undergrounding with other related projects (e.g., sidewalks and repaving).

ACTION: Motion and second (Carlton/ Combs) to adopt Resolution Nos. 6544, 6545, and 6546 establishing utility underground districts for Alma Street; Downtown Parking Plazas 7 and 8 and Menlo Avenue; and Middlefield Road, passed 4-0-1 (Mueller absent).

I. Informational Items

I1. City Council agenda topics: March 2020 to May 2020 (Staff Report #20-035-CC)

12. Transmittal of background information on the City's 2019-2024 capital improvement plan (Staff Report #20-046-CC)
13. Government Alliance on Race and Equity (GARE) (Staff Report #20-047-CC)

Mayor Taylor commented that the City is researching GARE membership.

14. Update on potential marketing of United States Geological Survey (USGS) property and update on process for amending zoning (Staff Report #20-051-CC)
 - Pamela Jones spoke in favor of the City's opportunity in investing on the property to develop housing.

The City Council discussed the sale and future plans for the property related to zoning and purchasing.

J. City Manager's Report

City Manager Jerome-Robinson reported the capital improvement project (CIP) study session is March 3.

K. City Councilmember Reports

City Councilmember Carlton reported that this meeting is City Attorney William McClure's last.

Mayor Taylor reported on electric leaf blowers.

City Councilmember Nash reported on the February 19 C/CAG (City/County Association of Governments) meeting, February 18 Menlo Park Fire Protection District meeting, February 19 M-Group meeting, and the February 20 Palo Alto Rail Town meeting.

L. Adjournment

Mayor Taylor adjourned the meeting at 12 a.m.

Judi A. Herren, City Clerk

These minutes were approved at the City Council meeting of March 26, 2020.

A photograph of a brick building with a prominent, dark-colored overhanging roof structure. The interior of the overhang is lit with warm, yellow lights, and the building's facade is also illuminated. The sky is a deep blue, suggesting dusk or dawn. A semi-transparent blue banner is overlaid on the bottom half of the image, containing the title text.

INTERIM SERVICE LEVELS

Belle Haven Community Center and Library Project

A close-up photograph of a brick wall. A window is visible above a sign that reads "ARRIENGA FAMILY GYMNASIUM" in gold, raised letters. The brickwork is a mix of red and tan colors.

ARRIENGA FAMILY
GYMNASIUM



AGENDA

- Review of study session
- Staff recommended interim service levels
- Benchmark cost estimates
- Council consideration and next steps





FEEDBACK AND STUDY SESSION

- Discussed various services currently offered
 - Youth-aged gym drop-ins
 - Senior center programming
- Provided interim service level framework and suggested levels
- Lunch with seniors



INTERIM SERVICE FRAMEWORK

Priority of interim service

- Tier 1 – Critical
- Tier 2 – Alternatives available
- Tier 3 – Prohibitive to provide

Potential service levels

- Same level
- Reduced
- Outsourced
- Suspended



INTERIM SERVICE LEVEL RECOMMENDATIONS



Service	Current location	Tier	Recommended interim level
Pool operations	Belle Haven Pool	3	Suspended
After school child care and summer camp	Belle Haven Youth Center	1	Same level
Sports field group rentals	Kelly Field	2	Same level
Second Harvest program	OHCC	1	Same level
Recreation classes, community special events	OHCC	2	Reduced level
Drop-in fitness/gym classes, room rentals	OHCC	3	Suspended
Senior meals, transportation, health and counseling programs	Senior Center	1	Same level
Senior recreation classes, special events, game room	Senior Center	2	Reduced level
Seniors' community garden	Senior Center	2	Outsourced
Senior community meeting rooms	Senior Center	3	Suspended



BENCHMARK COST ESTIMATES

- Multi-purpose assembly room
 - Large modular unit
 - Estimated at \$155,000 for 24-month period
- Classroom/programmable space
 - Medium/small modular unit
 - \$42,000 for 24 months
- Prep work for modular units
 - \$430,000 for large lot
- Overall range \$627,000 to \$812,000
- Alternative: leased space



NEXT STEPS

- If authority approved, negotiate with potential partners
- Seek mix of services that matches the following criteria:
 - Minimum level according to Council direction
 - Lower impact to affected populations
 - Greater collocation of services
 - Lower overall cost
 - Within City boundaries
- Return with info item or request for new authority



COUNCIL DIRECTION

- Requested action:
 - Approve interim service levels
 - Preference but no guarantee of kitchen, game room
 - Appropriate \$1 million to provide services up to 30 months
 - Waive bidding requirements
 - Increase City Manager’s authority to \$500,000 for any agreement
 - Direct City Manager to report on exercise of this authority



THANK YOU



TIER 1 SERVICES

Service	Current location	Recommended interim level
Senior nutrition program (senior meals)	Senior Center	Same level
Senior transportation program	Senior Center	Same level
Seniors brown bag program	Senior Center	Same level
Seniors health screenings	Senior Center	Same level
Seniors counseling programs	Senior Center	Same level
Senior Center program storage space	Senior Center	Reduced level
OHCC - Second Harvest	OHCC	Same level
After School Program	Youth Center	Same level
Camp Menlo (Summer)	Youth Center	Same level



TIER 2 SERVICES

Service	Current location	Recommended interim level
Senior recreation classes	Senior Center	Reduced level
Senior special events	Senior Center	Reduced level
Seniors community garden	Senior Center	Outsourced
Seniors social opportunities (game room)	Senior Center	Reduced level
OHCC - recreation classes	OHCC	Reduced level
OHCC - community special events	OHCC	Reduced level
Sports field user group rentals	Kelly Field	Same level



TIER 3 SERVICES

Service	Current location	Recommended interim level
Senior Center rentals	Senior Center	Suspended
Senior Center community meeting rooms	Senior Center	Reduced level
Samaritan House	Senior Center	Outsourced
OHCC - rentals	OHCC	Suspended
OHCC - Gym rentals	OHCC	Suspended
OHCC - Drop-in Gym (b-ball / v-ball)	OHCC	Suspended
OHCC - Drop-in Fitness Room	OHCC	Suspended
OHCC - community rooms	OHCC	Suspended
Recreation swim	BH Pool	Suspended
Lap swim	BH Pool	Suspended
Youth swim school	BH Pool	Suspended
Youth water polo	BH Pool	Suspended
Swim camps	BH Pool	Suspended



SENIOR CENTER SERVICES

Service	Tier	Recommended interim level
Senior nutrition program (senior meals)	1	Same level
Senior recreation classes	2	Reduced level
Senior special events	2	Reduced level
Senior Center rentals	3	Suspended
Senior Center community meeting rooms	3	Reduced level
Senior transportation program	1	Same level
Seniors brown bag program	1	Same level
Seniors health screenings	1	Same level
Seniors counseling programs	1	Same level
Seniors community garden	2	Outsourced
Seniors social opportunities (game room)	2	Reduced level
Samaritan House	3	Outsource
Senior Center program storage space	1	Reduced level



OHCC SERVICES

Service	Tier	Recommended interim level
OHCC - recreation classes	2	Reduced level
OHCC - rentals	3	Suspended
OHCC - Gym rentals	3	Suspended
OHCC - Drop-in Gym (b-ball / v-ball)	3	Suspended
OHCC - Drop-in Fitness Room	3	Suspended
OHCC - community special events	2	Reduced level
OHCC - community rooms	3	Suspended
OHCC - Second Harvest	1	Same level



OTHER LOCATION SERVICES

Service	Tier	Recommended interim level
After School Program	1	Same level
Camp Menlo (Summer)	1	Same level
Recreation swim*	3	Suspended
Lap swim*	3	Suspended
Youth swim school*	3	Suspended
Youth water polo*	3	Suspended
Swim camps*	3	Suspended
Sports field user group rentals	2	Same level



INTERIM SERVICE LEVEL RECOMMENDATIONS

Service inventory, priority tiers and interim service levels					
Ref #	Service	Current location	Priority tier	Recommended interim level	Notes
1	Senior nutrition program (senior meals)	Senior Center	1	Same level	
2	Senior recreation classes	Senior Center	2	Reduced level	Focus on movement/exercise
3	Senior special events	Senior Center	2	Reduced level	Focus on movement/exercise
4	Senior Center rentals	Senior Center	3	Suspend	
5	Senior Center community meeting rooms	Senior Center	3	Reduced level	
6	Senior transportation program	Senior Center	1	Same level	
7	Seniors brown bag program	Senior Center	1	Same level	
8	Seniors health screenings	Senior Center	1	Same level	
9	Seniors counseling programs	Senior Center	1	Same level	
10	Seniors community garden	Senior Center	2	Outsource	Coordinate with Belle Haven Community Garden
11	Seniors social opportunities (game room)	Senior Center	2	Reduced level	
12	Samaritan House	Senior Center	3	Outsource	
13	Senior Center program storage space	Senior Center	1	Reduced level	
14	OHCC - recreation classes	OHCC	2	Reduced level	
15	OHCC - rentals	OHCC	3	Suspend	
16	OHCC - Gym rentals	OHCC	3	Suspend	
17	OHCC - Drop-in Gym (b-ball / v-ball)	OHCC	3	Suspend	
18	OHCC - Drop-in Fitness Room	OHCC	3	Suspend	
19	OHCC - community special events	OHCC	2	Reduced level	
20	OHCC - community rooms	OHCC	3	Suspend	
21	OHCC - Second Harvest	OHCC	1	Same level	
22	After School Program	Youth Center	1	Same level	
23	Camp Menlo (Summer)	Youth Center	1	Same level	
24	Recreation swim*	BH Pool	3	Suspend	
25	Lap swim*	BH Pool	3	Suspend	
26	Youth swim school*	BH Pool	3	Suspend	
27	Youth water polo*	BH Pool	3	Suspend	
28	Swim camps*	BH Pool	3	Suspend	
29	Sports field user group rentals	Kelly Field	2	Same level	Use of field limited during construction hours

* Operator will explore alternative delivery.



POLICE STRATEGIC PLAN INITIATIVE

Creating a **safe** community

Upcoming meetings

Saturday, February 29, 2020
10–11:30 a.m.
Menlo Park Senior Center
110 Terminal Avenue

Saturday, March 7, 2020
10–11:30 a.m.
Upper Laurel School
275 Elliott Drive

Saturday, March 21, 2020
10–11:30 a.m.
La Entrada Middle School
2200 Sharon Road



The Police Department prides itself on providing our community with innovative solutions and best practices in the delivery of our law enforcement services.

With recent restructuring and added resources, the police department is embarking on a new strategic plan initiative.

Chief Bertini invites community members to be a part of the process and share your feedback.

AT THE MEETING

- Community discussion related to the future strategic goals of the police department
- Stakeholder input regarding the thoughts, concerns and priorities of the community
- Making community dialog an important component to the future success of the department

FOR MORE INFORMATION

- menlopark.org/policestrategicplan

City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6300
menlopark.org/police



INICIATIVA DE PLAN ESTRATÉGICO DE LA POLICÍA

Para la construcción de una comunidad **segura**

Proximas reuniones

Sábado 29 de febrero de 2020
de 10 a 11:30 a. m.
Menlo Park Senior Center
110 Terminal Avenue

Sábado 7 de marzo de 2020
de 10 a 11:30 a. m.
Upper Laurel School
275 Elliott Drive

Sábado 21 de marzo de 2020
de 10 a 11:30 a. m.
Middle School La Entrada
2200 Sharon Road



El Departamento de Policía de Menlo Park se enorgullece de proporcionar a nuestra comunidad soluciones innovadoras y mejores prácticas en la prestación de nuestros servicios de la aplicación de la ley.

Con la reciente reestructuración y los recursos agregados, el departamento de policía se embarca en una iniciativa de plan estratégico.

El jefe Bertini invita a los miembros de la comunidad para que se unan a este proceso y compartan su opiniones.

EN LA REUNIÓN

- Discusión comunitaria relacionada con los futuros objetivos estratégicos del departamento de policía
- Aportaciones de los interesados en relación a las reflexiones, preocupaciones y prioridades de la comunidad
- Establecer el diálogo comunitario como un componente importante para el futuro éxito del departamento

PARA MÁS INFORMACIÓN

- menlopark.org/policestrategicplan

PROFESSIONAL SERVICES AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #:	
AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF MENLO PARK AND JORGENSON, SIEGEL, MCCLURE & FLEGEL, LLP	
THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and JORGENSON, SIEGEL, MCCLURE & FLEGEL, LLP, hereinafter referred to as "FIRST PARTY."	
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: interim City Attorney services</p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>	
1. SCOPE OF WORK	
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.	
2. SCHEDULE FOR WORK	
FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.	FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.
3. PROSECUTION OF WORK	
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).	

4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY for services rendered under this Agreement, an all-inclusive fee that shall not exceed \$375,000 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Lenka Diaz
Administrative Services Department
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6677
lddiaz@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Cara Silver
Jorgenson, Siegel, McClure & Flegel, LLP
1100 Alma St., #210
Menlo Park, CA 94025
650-324-9300
ces@jsmf.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants..

11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
 2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
 3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all files, including but not limited to reports, , summaries, correspondence, pleadings and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of March 1, 2020 through August 31, 2020 unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Gregory Rubens, Consulting Attorney

Date

FOR CITY OF MENLO PARK:

Cecilia Taylor, Mayor

Date

ATTEST:

Judi A. Herren, City Clerk

Date

EXHIBIT "A" – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide interim City Attorney/Legal Services to CITY. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide legal services set forth in Exhibit A -1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY for services rendered under this agreement an all-inclusive fee that shall not exceed \$375,000 as described in Exhibit A, Scope of Services. This compensation shall be based on the rates described in Exhibit A-1. All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such amount as approved by CITY. As each payment is due, FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. Payment shall be for the invoice amount or such other amount as approved by the CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such

supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Administrative Services Director.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

EXHIBIT "B" - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

EXHIBIT A-1

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF MENLO PARK AND JORGENSON, SIEGEL, MCCLURE, & FLEGEL, LLP

1. Designation of City Attorney: Cara Silver is appointed as the Interim City Attorney for the CITY effective March 1, 2020.

2. Scope of Legal Services to be provided by FIRST PARTY: The following legal services shall be provided to CITY by Cara Silver or by other attorneys of FIRST PARTY under the direction and supervision of Cara Silver:

- a. Attendance at all regular and special City Council meetings and study sessions;
- b. Attendance at Planning Commission and other Commission/Committee meetings and study sessions upon request;
- c. Routine legal advice, consultation and opinions to the City Council, City Manager, and staff on general municipal matters, including but not limited to areas such as land use, CEQA, general municipal law, civil and criminal enforcement, tort liability, and risk management;
- d. Preparation/review of all proposed ordinances, resolutions, contracts, and related documents pertaining to CITY's business except Memoranda of Understanding with labor unions;
- e. Review and advice regarding notices of preparation, draft negative declarations and administrative drafts of Environmental Impact Reports for CITY projects;
- f. Review of staff reports and review/preparation of findings for CITY projects;
- g. Attendance at meetings with the City Manager and other CITY staff and members of the public as needed regarding routine CITY business;
- h. Telephone, email and correspondence with City Council members, the City Manager staff and members of the public and press regarding routine CITY business;
- i. Assistance/advice to the City Manager and senior management of CITY regarding general personnel matters related to CITY's Personnel Rules & Regulations;
- j. Assistance/advice/correspondence regarding code enforcement and enforcement of state and local laws and codes up to and including legal representation in all civil and criminal litigation or arbitration proceedings involving CITY;
- k. Assistance/preparation of documents in connection with land acquisition or easements up to and including eminent domain proceedings;
- l. Review of/assistance with drafting minor General Plan Amendments;
- m. Legal services relating to updates and/or major amendments to the General Plan and/or Elements of the General Plan;
- n. General advice on workers' compensation matters;
- o. Legal advice on general, non-specialized, redevelopment issues;

- p. Approve selection of outside legal counsel and manage/supervise in conjunction with the City Manager specialized legal services as required in various matters, e.g. bond assessment proceedings, collective bargaining, personnel, disability and workers' compensation claims;
- q. Legal representation for all general liability claims and litigation including investigation, negotiation, and/or settlement of such claims and litigation;
- r. Municipal code review and/or recodification of CITY's Municipal Code;
- s. Negotiation/preparation of Disposition and Development Agreements, Development Agreements, and other major agreements that occur from time to time; and
- t. Negotiation, review, advise, and/or preparation of Development Agreements, General Plan Amendments, Zoning Ordinances, permits and documents or agreements where the cost of such negotiation, review, and/or preparation is reimbursed by the applicant.

3. Limitation of duties: FIRST PARTY shall not be required to provide the following services:

- a. Administration and legal representation of workers' compensation claims and litigation, except for general legal advice in the area of workers' compensation and review of settlements recommended by the CITY's contract administrators;
- b. Negotiation and interpretation of Memoranda of Understanding and other labor related matters, including disciplinary proceedings, except to provide general legal advice on personnel matters related to the CITY's Personnel Rules & Regulations, and at the request of the CITY, review recommendations of the CITY's contract labor attorneys; and
- c. Legal services related to the issuance of municipal bonds, certificates of participation, or other types of capital improvement financing and assessment proceedings, and specialized redevelopment proceedings, other than general legal advice and review of work by outside counsel.

4. Performance of services: FIRST PARTY shall use its discretion in delegating work to be performed by attorneys and staff within its firm to provide the best and most cost effective service to the CITY. FIRST PARTY may utilize the services of other attorneys to attend Planning Commission and certain other meetings on a routine basis with the approval of the City Manager. Notwithstanding the foregoing, all services shall be performed under the direction and control and shall be the responsibility of Cara Silver.

5. Fees: Not to exceed \$375,000, all services billed hourly according to the following schedules:

Hourly rates for non-development project work and single family home projects involving a single housing unit:	
\$250	Legal services provided by Cara Silver, other partners and "of counsel" attorneys within firm
\$225	Legal services performed by associates of the firm
\$125	Services performed by paralegals, law clerks and legal assistants

Hourly rates for development project work processed by the Community Development Department for which City is reimbursed by the applicant/property owner (other than single family home projects involving a single housing unit):

\$400	Legal services provided by Cara Silver, other partners and “of counsel” attorneys within firm
\$275	Legal services performed by associates of the firm
\$145	Services performed by paralegals, law clerks and legal assistants

6. Litigation Costs: Attorney shall be entitled to be reimbursed by the CITY for all costs advanced on CITY’s behalf, such as court costs, filing fees, service of process fees, deposition transcript fees, jurors’ fees, witness’ fees, investigators’ fees, appraisers’ fees, or other costs or expenses in connection with litigation involving CITY, except overhead as provided in paragraph 7.

7. Overhead: Except as expressly provided in this Agreement, FIRST PARTY shall pay all overhead incurred in providing legal services to CITY including but not limited to reasonable and necessary office facilities, equipment, books, supplies, support services, word processing, telephone and computer usage, insurance, office supplies, copying, etc.

8. Records, Monthly Statements, and Audit: FIRST PARTY shall maintain accurate records of all time spent by all members of the firm to the closest 1/10th of an hour and all reimbursable costs advanced by the FIRST PARTY in conjunction with CITY business. FIRST PARTY shall render monthly statements to the CITY for the performance of all services performed (including where possible a reference to the person(s) and matter(s) involved for each service performed), the hours spent, the costs advanced, and the amount the FIRST PARTY is entitled to receive, if any, from the CITY for the month. If approved by the City Manager or City Manager’s designee, the sums shown to be due by such statement shall be paid to the FIRST PARTY within thirty (30) days after approval. Books of account and the time records of the FIRST PARTY pertaining to business transacted for the CITY shall be open to audit by the City Council, City Manager, or their designee. A City Council ad hoc subcommittee may also request quarterly briefings with the designated City Attorney to review billing. Time records which may be covered by attorney-client confidentiality shall not become public records, except as otherwise provided by state or federal law.

9. Reports: FIRST PARTY shall provide the City Manager and the City Council with confidential monthly reports on the status of any legal actions in which the CITY is a party. FIRST PARTY will collect information from staff as needed to contribute to monthly reports on any legal actions with outside counsel representation, e.g. workers’ compensation, labor matters, etc. In addition, FIRST PARTY shall provide confidential quarterly briefings to the City Council or City Council ad hoc subcommittee as requested, including pending or potential litigation and recommendations on risk management as appropriate.

10. Conflict of Interest: FIRST PARTY shall be responsible to disclose any potential conflict of interest and/or appearance of a conflict of interest involving any matter appearing before the City Council. In the event of a conflict of interest between the CITY and any other outside client of FIRST PARTY, FIRST PARTY shall assist the CITY in obtaining outside legal counsel to advise the CITY with respect to any matter which might require legal services involving such conflict of interest.



ADOPTION OF URGENCY ORDINANCE IMPLEMENTING STATE LAWS RELATING TO ADU/JADU'S



AGENDA

- Summary of New State Laws
- Framework for Proposed Urgency Ordinance
- Differences between Old and New Menlo Park Regulations
- Next Steps
- Staff Recommendations





DEFINITIONS

- Accessory Dwelling Unit (ADU)
 - Formerly called Secondary Dwelling Unit, sometimes called granny unit or in-law unit
 - Can be detached, attached to main house or “interior” to main house

- Junior Accessory Dwelling Unit (JADU)
 - New category of ADU
 - Must be located within the main house
 - Must have independent kitchen, but can have shared bathroom

- Multi-family district: R-2 or greater



NEW STATE LAWS RE ADU/JADUS

- On January 1, 2020 six bills went into effect: AB 68, AB 881, SB 13, AB 670, AB 671 and AB 587. Major changes promoting production include:
 - New category of JADU created
 - Single-family zones: One detached ADU plus one attached or JADU permitted by right in all single family residential zones
 - Multi-family zones: Two detached ADUs and conversion of any uninhabited space for internal ADU's. Caveat: Only 25% of units can convert
 - Cities cannot enforce minimum lot size
 - Relaxed setback requirements
 - Lot coverage, floor area limits or open space requirements must allow at least an 800 sf ADU
 - Modest changes to parking (compared to previous years)



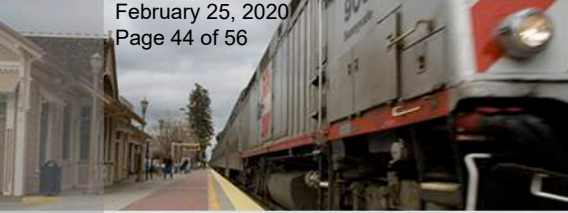
NEW STATE LAWS RE ADU/JADUS

- Other procedural amendments include:
 - Must process permits in 60 days and must be approved ministerially
 - No impact fees on ADUs less than 750 sf; for larger ADUs, impact fees proportional to main house
 - Housing and Community Development (HCD) and California Attorney General (AG) can enforce compliance if new local ordinance is out of compliance, but cities must be given 30 days to cure
 - ADU's count towards Regional Housing Need Allocation (RHNA) (following existing guidance on how to calculate affordability)



NEW STATE LAWS RE ADU/JADUS

- Other State law changes
 - Cities cannot enforce owner-occupancy requirements on new ADUs (this sunsets on January 1, 2025)
 - Cities can still enforce owner-occupancy for pre-2020 ADU's
 - JADUs must have owner-occupant
 - No short term rentals of ADUs/JADUs for newly created units (this sunsets on January 1, 2025)
 - Goal = promote affordable long term rental opportunities
 - Amnesty program: Five year stay of building code violations on unpermitted ADUs provided they meet health and safety standards



URGENCY ORDINANCE FRAMING PRINCIPLES



- Why urgency?
 - New state laws went into effect on January 1, 2020
 - City has 10 pending applications

- Scope of ordinance:
 - Try to keep to spirit of State law
 - Carry forward less restrictive local requirements

- Why not implement other changes now?
 - State law changes very significant
 - Very little community outreach on current changes
 - Housing Commission/Planning Commission/community should have opportunity to weigh in

- More refinement needed
 - Future Zoning Ordinance clean up needed
 - State law clean up expected



DETACHED ADU COMPARISON (SINGLE-FAMILY DISTRICTS)



	Existing Regulations	Proposed Urgency Ordinance	Notes
Minimum Lot Size	6,000 sf	None	
Number of Units	1	2 (1 must be an interior ADU or a JADU)	A total of 3 including the primary dwelling
Maximum Unit Size	640 sf	800 sf	Max size is 1,000 sf More than 1,000 sf = use permit
Subdivision	Not permitted unless each lot meets minimum lot requirements	Allowed in limited cases	
Setbacks	Same as primary dwelling, except 10 ft for the rear (or 5 ft side and rear if neighbor approval)	Front - same as primary dwelling Side and Rear - 4 ft	Increased setbacks for units greater than 800 sf



DETACHED ADU COMPARISON (SINGLE-FAMILY DISTRICTS) – CONT.



	Existing Regulations	Proposed Urgency Ordinance	Notes
Max Number of Bedrooms/Baths	1/1	1/no limit	850 sf to 1,000 sf = max 2 bedrooms
Total Floor Area Limit	Included	Excluded	ADU sf counts towards total floor area if ADU is greater than 800 sf
Building Coverage	Included	Excluded	ADU counts towards total floor area if ADU is greater than 800 sf
Daylight Plane	Yes	No	Existing DLP for ADUs greater than 800 sf
Parking	1 space; parking exceptions allowed	1 space; parking exceptions allowed	



DETACHED ADU COMPARISON (SINGLE-FAMILY DISTRICTS) – CONT.



	Existing Regulations	Proposed Urgency Ordinance	Notes
Aesthetics	Yes	No	
Owner Occupancy Requirement	Yes	No, for units issued a building permit after January 1, 2020	Continue non-tenancy registration process for existing ADUs
Short Term Rental	Yes	Minimum 30-day lease required, for units issued a building permit after January 1, 2020	
Conversion of accessory buildings	Yes	Yes	
Amnesty	No	Yes, for five years	

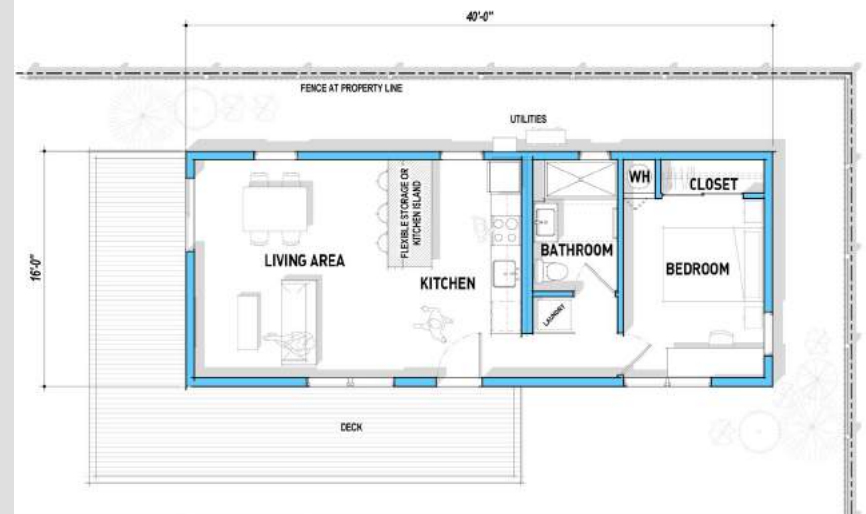
HEART SAMPLE ADUS



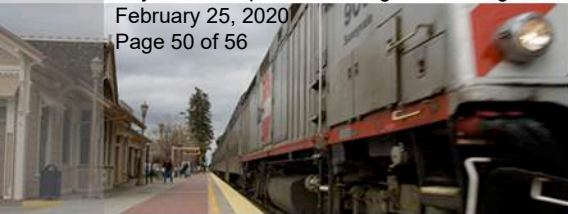
720 sf one-bedroom unit



HEART SAMPLE ADUS



575 sf one-bedroom unit



WHAT ARE JUNIOR ADUS?

	Interior ADU	JADU
Maximum Size	Greater of 800 sf or 50% existing home	500 sf
Kitchen	Required	Required, but small size permitted
Bathroom	Required	Shared permitted
Separate entrance	Required	Required
Parking	1 space generally	None required
Owner occupancy	Not for new ADUs	Required
Review process	60 days	60 days



ADUS - MULTI-FAMILY/MIXED-USE DISTRICTS

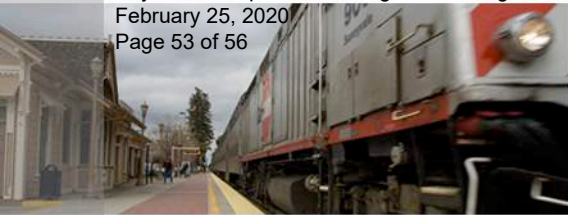


	Proposed Urgency Ordinance	Notes
Number of Units	Attached: Up to 25% of the existing units; min 1 Detached: 2	Attached units are in addition to detached units
Maximum Size	None	Does not need to comply with maximum FAR for the site
Setbacks	Side and rear – 4 ft, detached units only	
Height	16 ft, detached units only	
Parking	None	
Owner occupancy	N/A	
Short term rental	N/A	



NEXT STEPS

- Submit Urgency Ordinance to HCD for review and approval
- Continue to process ADU applications
- “Clean up” amendments (e.g. change ‘secondary dwelling unit’ to ‘accessory dwelling unit’ in Zoning Ordinance)
- SB 2 grant – ADU Review
 - Create outreach materials and explore other tools to aid in ADU production
 - Consider additional ADU revisions
 - Solicit Housing Commission and Planning Commission input
 - Conduct community engagement

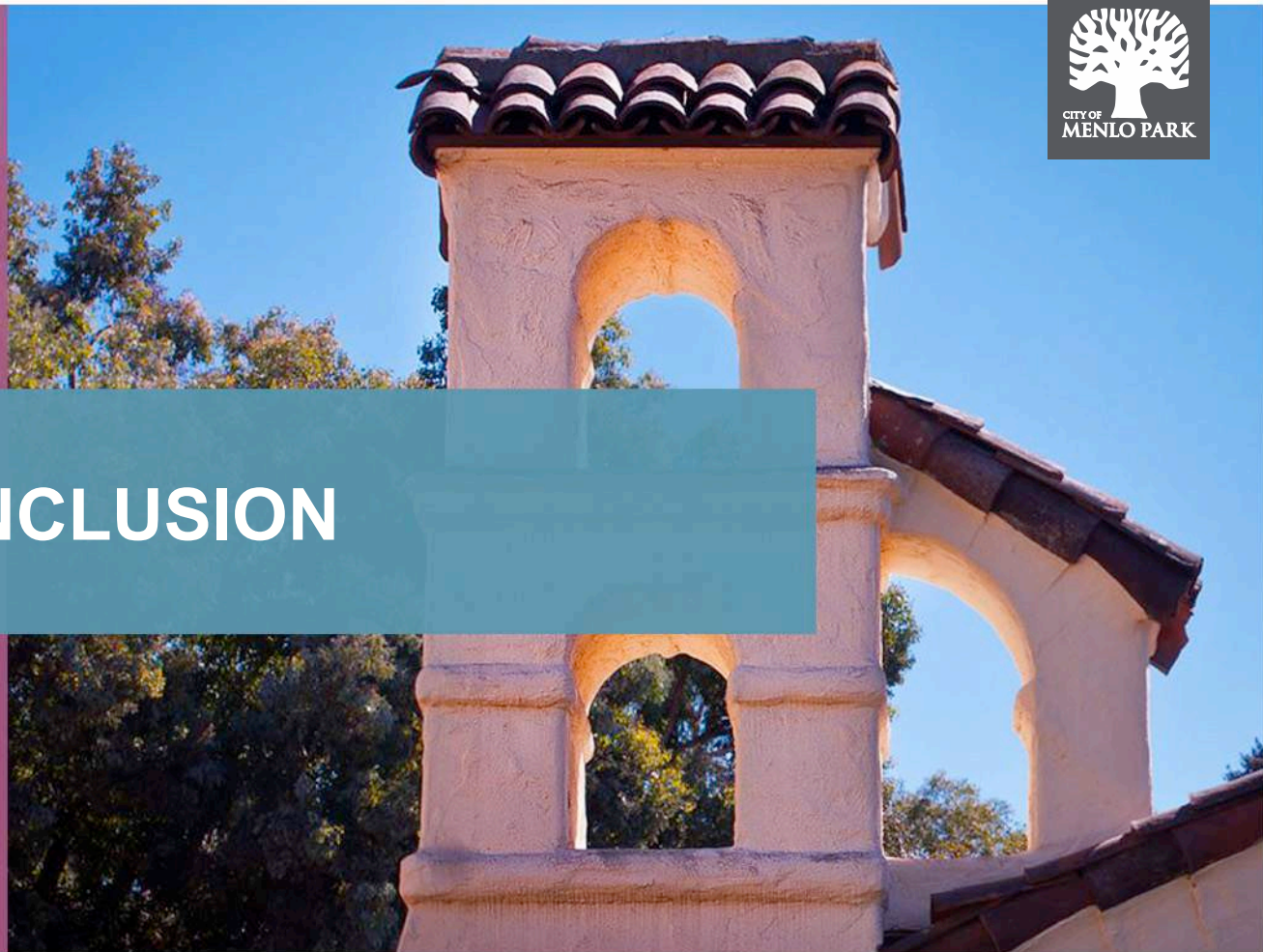


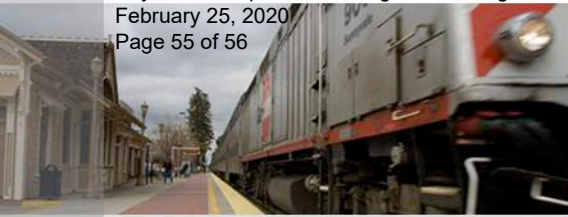
STAFF RECOMMENDATIONS

- Make revisions to the Urgency Ordinance to:
 - Replace “Secondary” with “Accessory” in Section 16.79.040
 - Include a sunset provision to January 1, 2025 for delayed enforcement (amnesty) in Section 16.79.110
- Adopt Urgency Ordinance no. 1066 (Attachment A) – effective immediately



CONCLUSION

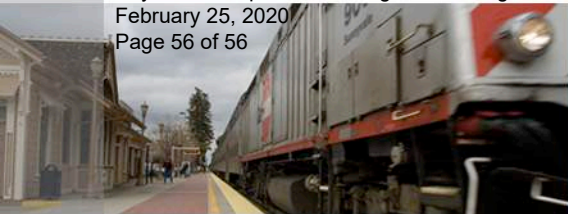




SUMMARY OF URGENCY ORDINANCE



- Number of ADUs
 - Authorizes up to two ADU's on all single family lots
 - Two detached and permitted conversions (up to 25% of units) in multi-family and mixed use zones allowing residential
- Floor Area Limit
 - Allows 800 sf ADU to be exempt from FAL; ADUs over 800 sf count towards FAL
- Other changes to development standards
 - Eliminates minimum lot size
 - Eliminates subjective design requirements
 - Most standards waived for ADUs under 800 sf, but must comply with standards if over 800 sf (exception = setbacks)
- Discretionary process
 - Removes all discretionary process for ADU's; can seek use permit for waiver of all development standards except number of bedrooms and subdivision



SUMMARY OF URGENCY ORDINANCE (CONT.)



- JADUs
 - Creates a new category of ADU's called JADU
 - Permitted in all single family zones
- Short term rentals
 - Prohibited for all new ADUs' allowed for current ADUs
- Owner occupancy
 - Eliminates owner occupancy requirement for new ADU's; current ADUs must have owner occupancy
- Specifies number of bedrooms based on size
 - Under 850 sf: 1 bedroom maximum
 - 850-1000 sf: 2 maximum